

PUBLIC EMPLOYMENT RELATIONS BOARD  
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In the Matter of the Arbitration                      Docket #IA 97-046

                    between

TOWN OF SHELTER ISLAND,

Hearings: November 20, 1998  
              December 21, 1998  
              March        11, 1999

                    "Town"

                    -and-

SHELTER ISLAND POLICE BENEVOLENT  
ASSOCIATION,

Executive Sessions:  
                  July         22, 1999  
                  October    7, 1999

                    "PBA"

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BEFORE:

Public Arbitration Panel:

Stanley L. Aiges, Neutral Chairman  
Richard K. Zuckerman, Town Designee  
Theodore Stafford, PBA Designee

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**OCT 18 1999**

**CONCILIATION**

APPEARANCES:

For the Town:

RAINS & POGREBIN  
Timothy Singhel, Esq.

For the PBA:

SCHLALCTER & MAURO  
Reynold A. Mauro, Esq.

### BACKGROUND

On July 15, 1998, the New York State Public Employment Relations Board ("PERB"), pursuant to the provisions of Civil Service Law (Section 209.4), designated us to serve as a tri-partite panel for the purpose of making a just and reasonable determination of this dispute.

The parties are signatories to a collective bargaining agreement which expired on December 31, 1996. Prior thereto, they sought to negotiate a successor agreement. Those negotiations were not successful. The PBA declared an impasse. It asked PERB to appoint a mediator. It did so. The mediator, suffice it to say, was unable to narrow the dispute in any meaningful way. The PBA then, on February 26, 1998, petitioned PERB to appoint an Interest Arbitration panel. As noted above, it did so on July 15, 1998.

Formal hearings in this case were held in the Shelter Island Town Hall on November 20, December 21, 1998 and March 11, 1999. (An earlier scheduled hearing set for November 9, 1998 was postponed by the Town.) A verbatim transcript of the three hearings was prepared. The parties at the hearings were represented by counsel. Each was provided a full opportunity to present documentary evidence, testimony and argument in support of their respective positions. They availed themselves of that opportunity. The evidence included the testimony of financial experts, budgetary and financial information, and numerous charts, tables, reports and related data dealing with relevant statutory criteria. The PBA

submitted a total of 38 exhibits in support of its position. The Town presented 45 exhibits in support of its position.

Following the conclusion of the hearings, the parties elected to submit extensive post-hearing briefs. The record was closed upon their receipt.

To place this dispute in perspective, it is noteworthy that there are five townships on the "east end" of Suffolk County, Long Island. They are: East Hampton; Southampton; Riverhead; Southold; and Shelter Island. All agree they provide a proper frame of reference. Indeed, in his December 1996 Interest Arbitration Opinion and Award covering calendar 1995 and 1996, Arbitrator T. H. Lang noted Shelter Island is best compared to the other four East End ("Peconic") Police Departments. Yet, he wrote, a number of facts distinguished Shelter Island. Namely, its "geographical isolation," its "high degree of volunteerism," its "relatively peaceful" police activity, its "higher prudent fiscal management" and its "general frugality." (Joint Exhibit 5, p.5) Nevertheless, the law requires that Shelter Island's police be compared to other police groups. And the fairest basis for comparison are the four other "Peconic" town police departments.

Current salary levels for the Shelter Island police are those last set on July 1, 1996. To wit:

|        |          |
|--------|----------|
| Step 1 | \$29,059 |
| Step 2 | 35,286   |
| Step 3 | 41,508   |

|        |        |
|--------|--------|
| Step 4 | 47,737 |
| Step 5 | 53,856 |

The record reflects that 1997 salaries in Quogue, Southampton, Riverhead, East Hampton (Town & Village), Southold and Sag Harbor rose, for the most part, by four percent (over 1996 salaries). (Only Southampton Village and Southold were higher, at 4.25 percent and 4.3 percent respectively.) (See Union Exhibit 5.)

The record also reveals that 1998 salaries in East Hampton Village, Quogue and Riverhead Town rose by four percent. Southampton Town rates rose 3.5 percent. And Southold Town and East Hampton Town rose by 4.2 percent and 4.25 percent respectively. (See Union Exhibit 17.)

As a result, given the fact no new rates were negotiated for Shelter Island police, they have fallen behind their peers in other "Peconic" towns and villages as regards 1997 and 1998.

**Position of the Parties**

The PBA's proposals are as follows:

**A. Salaries:**

**For 1997:**

4 percent effective January 1, 1997

1.5 percent effective July 1, 1997

**For 1998:**

4 percent effective January 1, 1998

1.5 percent effective July 1, 1998

(See Union Exhibits 16, 18)

B. Sergeant/Detective Pay:

The PBA proposes establishing a pay differential for these two ranks. It suggests that Detectives receive 5 percent over the rate of the highest police officer, and that Sergeants receive 7.5 percent over the highest police officer. (See Union Exhibit 22)

C. Night Differential:

The PBA proposes raising the current \$1550 night differential to \$2900 in 1997 and to \$3500 in 1998. In addition, it proposes an increase in night differential for Sergeants to 10 percent above the rate received by the next lowest subordinate and for Detectives 7.5 percent above the next lowest uniformed officer. (Brief, p.17)

D. Longevity:

The PBA proposes that each current longevity step be increased by 1.5 percent. (Brief, p.17)

E. Sick Days at Retirement:

The PBA proposes that police officers be able to accumulate sick leave up to 360 days, and to receive payment for up to 180 days of accumulated leave at retirement.

F. Dental Insurance:

The PBA proposes implementing a dental insurance program, at the cost of \$13.00 per month for individuals and \$83.00 per month for families.

G. Optical Insurance:

The PBA proposes an optical insurance plan be

established for a unit cost of \$942.00 per year.

The Town's Proposals include:

A. Salaries:

It proposes a cost-of-living adjustment for both 1997 and 1998 based on the Consumer Price Index.

B. Sick Leave:

The Town proposes reducing annual sick leave from 30 days per year to 15 days per year.

Arguments

Each party filed an extensive post-hearing brief in support of its position.

We would ordinarily take pains to detail their arguments. However, given the fact that the parties' last agreement expired some 33 months ago (on December 31, 1996), that no agreement has been in place since then, and that no salary increases have been enacted for well over three years, it is appropriate that we expedite issuance of our award. To do so more expeditiously, we will take the liberty of not setting forth the parties' respective arguments. They may be assured, however, that we have studied their briefs, and given them due weight in our deliberations.

Moreover, we have considered the provisions of Civil Service Law which are applicable to compulsory interest arbitrations. In part, they provide:

The public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings,

taking into consideration, in addition to any other relevant factors, the follows:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) education qualifications; (4) mental qualifications; (5) job training skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

With that in mind, we proceed directly to our conclusions and issue the following AWARD:

A. Duration

Given the fact that (1) the parties have authorized us to issue an award of more than two years; (2) an inordinate amount of time has elapsed since the last agreement expired on December 31, 1996; and (3) the public's interest in stable labor relations, we believe a five year contract term is appropriate. That is, one which spans the period January 1, 1997 through

December 31, 2001.

B. Salaries

Having reviewed the evidence - in particular the increases granted in other east end towns, the benefits enjoyed there, and concessions recently granted or awarded - and its emphasis on the need to stay within the bounds of increases in the cost-of-living, as well as the Town's fiscal condition, we are persuaded that the record supports the awarding of the following wage increases:

1. Effective January 1, 1997:

A Cost of Living Adjustment ("COLA") based upon the change in the CPI-W index for the N.Y. Metropolitan Area between May 1995 and May 1996 plus one percent, with a minimum increase of two percent and a maximum increase of four and one-half percent. We calculate this to represent a wage increase of four percent.

2. Effective January 1, 1998:

A COLA based upon the change in the CPI-W index for the N.Y. Metropolitan Area between May 1996 and May 1977 plus two percent, with a minimum increase of two percent and a maximum increase of four and one-half percent. We calculate this to represent a wage increase of four percent.

3. Effective January 1, 1999:

A COLA based upon the change in the CPI-W index for the N.Y. Metropolitan Area between May 1997 and May 1998 plus two percent, with a minimum increase of two and one-half percent and a maximum increase of four and three-quarter percent. We calculate this to represent a wage increase of four and one-half percent.

4. Effective January 1, 2000:

A COLA based upon the change in the CPI-W index for the N.Y. Metropolitan Area between May 1998 and May 1999, plus two percent, with a minimum increase of two and one-half percent and a maximum increase of five percent. We calculate this to represent a wage increase of four and one-half percent.

5. Effective January 1, 2001:

A wage increase of four and three-quarter percent.

6. All of the aforementioned increases are to be across-the-board, i.e., on each of the 5 steps of the salary schedule.

7. Retroactive payments are to be made as follows:

- (a) 50 percent payable within 30 days of the issuance of this AWARD; and
- (b) The balance (50 percent) due no later than July 1, 2000.

C. Night Differential

The current (i.e., 1996) night differential payment is to be increased as follows:

- 1. Effective January 1, 1997: by \$100
- 2. Effective January 1, 1998: by 100
- 3. Effective January 1, 1999: by 100

D. Annual Sick Leave

The record supports a reduction in the amount of annual sick leave entitlement from 30 days to 22 days, to become effective January 1, 2000.

E. Unused Sick Leave

Effective January 1, 2000, employees may accrue up to 200 unused sick days (an increase of 50 days). The rate at which such unused sick days is to be paid is to remain unchanged (i.e., to stay at one day paid for every two days accrued). And the maximum number of days for which such payment may be made is therefore increased from 75 days to 100 days.

F. New Contract

A new contract is to be retyped by the Town within 15 days of this AWARD and signed by the parties within the next 15 days, i.e., no later than 30 days from the issuance of this AWARD.

G. All Other Items

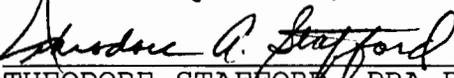
All other proposals submitted and not dealt with by us herein are rejected. The terms and conditions of the 1995-96 Agreement which are unaffected by this AWARD shall continue in force for the duration of the new five-year terms of agreement, i.e., January 1997 through December 31, 2001.

\* \* \*

BY THE PUBLIC ARBITRATION PANEL

  
STANLEY L. AIGES, Chairman

  
RICHARD ZUCKERMAN, Town Designee

  
THEODORE STAFFORD, PBA Designee

October 7, 1999