

The parties are signatories to a Collective Bargaining Agreement which expired on May 31, 1997. Negotiations and mediation failed to produce a successor Agreement. Consequently, the PBA petitioned the Public Employment Relations Board for Interest Arbitration in accordance with Section 209.4 of the Civil Service Law. Pursuant to that statute, the undersigned Panel was constituted to hear and decide the matter.

Hearings were held before the Panel on June 29, 1999, August 12, 1999 and August 31, 1999. At the hearing of June 29, 1999 the parties agreed to waive a stenographic record of the proceedings.

During the course of the proceedings the parties expressed a desire to have the Panel render an expedited Award followed by a full Opinion and a reissued Award. Consequently, on November 12, 1999, the undersigned Panel issued our Award in this matter. This Opinion and reissued Award follows:

POSITIONS OF THE PARTIES¹

PBA

The PBA maintains that a four year agreement with the following increases is justified:

¹To expedite this Opinion, parties' positions are summarized.

Effective June 1, 1997 - 5 per cent
Effective June 1, 1998 - 5 per cent
Effective June 1, 1999 - 5.5 per cent
Effective June 1, 2000 - 5.5 per cent

In the PBA's view, these proposals are warranted. It suggests that increases in comparable communities have averaged four per cent or better for similar time periods. Moreover, it urges, in at least one of them, Southampton Town, wage rates exceed that in Southampton Village. Therefore, the PBA argues, improvements in excess of the "going rate" are reasonable.

In addition, the PBA insists that the Town can well afford the increases it seeks. It points out that the Village has exhausted only 1.7 per cent of its Constitutional debt limit as of December 1, 1997, while the State average is 7.1 per cent for villages. In this context, the PBA alleges that the Village has a rate lower than the great majority of comparable communities on the East End of Long Island. Also, it notes, in September 1999, Suffolk County Executive Robert Gaffney announced an increase in sales tax funds to be returned to East End towns and villages "to be earmarked for law enforcement purposes." *Newsday*, September 22, 1999; PBA Exhibit 8.

Given these factors, the PBA submits that the raises it seeks fall well within the Village's ability to pay. Thus, it asks that they be granted as proposed.

In addition, the PBA seeks the following changes in

rank differentials:

Sergeant - from 14 per cent to 15 per cent above top Police Officer's Base pay.

Lieutenant - from 10 per cent to 15 per cent above top Police Officer's pay.

Detective - to 10 per cent above top Police Officer's pay.

As the PBA sees it, these proposals would standardize the differentials between the ranks. It also suggests that they are justified, particularly with respect to Detective pay, because the current differential is woefully inadequate when compared to surrounding communities.

The PBA seeks a \$100 increase in the annual cleaning allowance. It maintains that this improvement reflects rates of increases accorded elsewhere and is eminently affordable. It also asks for what it describes as the correction of a typographical error in the provision concerning Detectives' cleaning allowance.

As to Night Differential, the PBA proposes the following language modifications:

Article III, Section 6: Night Differential

All police officers who work the **evening** and/or **night** shift and/or **any part thereof** will be paid an additional annual amount (night differential) paid in the last week of May as follows:

- a. evening shift 2.3/4% of base salary
- b. night shift 2 3/4% of base salary

Article III, Section 6A: (new section) Designated Duty Pay

The PBA asks that the following contractual language be incorporated into this Award:

Police Officers designated to perform unique assignments which deviate from the normal duty chart will receive designated duty pay which will be calculated on a quarterly (four times per year) basis. This designated duty pay shall be calculated at an annual percentage rate of 5.5% of base pay.

In its view, these changes would ensure that Officers are paid the appropriate differential if they work part of a night or evening tour since they are inconvenienced by being required to work at unusual hours. Also, it insists, the "unique assignments" provision is intended to reflect current payments for these unusual functions and will not result in added costs to the Town.

Concerning Uniform Allowance, the PBA suggests that a \$100 increase in the current stipend is reasonable. It contends that such an increase is modest and should be awarded.

The PBA asks that the standby provision (Article III, Section 7) be modified so that Detectives are required to fulfill standby duty and that it be assigned on a rotating basis. As the PBA sees it, equity considerations demand the incorporation of this proposal into the Agreement.

The PBA seeks compensation for bargaining unit members who earn, prospectively, college credits as

follows:

- 60 credits - \$300 per year
- 90 credits - \$400 per year

The PBA asks for the establishment of a welfare fund to provide optical benefits to Police Officers. In its view, a bi-annual Village contribution of \$200 per individual is necessary to properly fund this item.

Concerning vacations, the PBA maintains that substantial increases in the current allotments are necessary. Accordingly, it proposes the following schedule:

<u>YEARS OF SERVICE</u>	<u>YEARS OF EMPLOYMENT</u>	<u>VACATION TIME</u>
After 1 year	During 2nd year	12 working days
After 2 years	During 3rd-9th year	18 working days
After 9 years	During 10th-16th year	23 working days
After 16 years	During 17th-24th year	30 working days
After 24 years	During 25th year and thereafter	30 working days

Further, the following clause from Article V, Section 3 of the 1986 Collective Bargaining Agreement (See Exhibit 9) has been in effect by practice, but omitted by mistake from subsequent agreements, according to the PBA. Hence, it asks that this provision clause be entered into the new Agreement:

Vacation time may be accrued to a total of fifty (50) days. No more than one police officer from each squad may be off at the same time and an employee may elect to be paid vacation in lieu of taking same to a maximum of fifteen (15) days paid per year.

In addition, the PBA asks that the clause indicated below, concerning accrued, unused time, be included in

the Agreement. It argues that this language, taken from the employment agreement of a Lieutenant in the Village makes sense and should be awarded. In making this proposal, the PBA acknowledges that those members with more than 200 accrued sick days are paid 1 for 2 of such excess upon their retirement. Consequently, it asks for the adoption of the following demand.

Any accrued vacation time, compensatory time, personal time, and accumulated sick time still due to the member under this agreement shall, upon the member's retirement from the Police Department under a State Retirement plan, be paid to the member on a straight time basis, in a lump sum. Payments made pursuant to this section may be made in installments over a maximum period of four (4) years at the option of the member. No interest shall accrue during said period of payout.

In the event the member dies before retirement, any accumulated unused vacation, personal time, sick days and compensatory time shall be paid to the estate of the member on a straight time basis.

If the member resigns in good standing, he shall be entitled to a lump sum payment of accrued unused vacation time, compensatory time, sick time, and personal time to be paid on a straight time basis. The definition of "resignation in good standing" shall be administered in accordance with the discretion of the Chief of Police and the Police Committee. The member may elect to receive such payment in annual installments over a maximum period of four (4) years from the date of resignation. No interest shall accrue during said period of payout.

Upon retirement or resignation in good standing, the member shall be entitled to payment in full of all accumulated unused sick leave up to a maximum of 200 days paid on a one-to-one basis. Any days accumulated beyond 200 as of the date of this agreement shall be

paid on a straight time basis as soon as practicable. Any sick days accrued above 200 days, after the execution of this agreement, shall be paid annually on a one to one basis to the member. This payment shall be made annually during the first payroll period in January.

In addition, the PBA asks that annual sick leave be increased from 18 to 24 days per year and that the bonus days for non-utilization of sick time be increased from three to five days.

Concerning Personal Leave, the PBA asks that the proposal indicated below be incorporated into the Agreement. It alleges that this demand is both consistent with current practice and is fair for the legitimate needs of its members as well as to the rights of the Village. Accordingly, it asks that the following language be awarded:

Full time employees of the Department shall be entitled to four (4) days leave per year with pay for the purpose of attending to personal matters or any matter of an emergency nature. Members shall not be required to provide a reason for the personal leave day. A personal day shall not be denied except for bona fide departmental emergencies or other extraordinary circumstances. Employees' accrued personal leave days shall be converted to sick leave and added to the employee's accumulated sick leave account at the end of each fiscal year to a maximum of four (4) days added per year.

Village

The Village acknowledges that it has the ability to pay reasonable wage increases to Police Officers. However, it argues, those raises must be far less than

what the PBA seeks. In support of this position, the Village offers the following data from East End communities:

Community	1997 Increase	1998 Increase	1999 Increase	2000 Increase
East Hampton Town	4.0%	4.25%	4.25%	
East Hampton Village	8/1: 4.0%	8/1: 4.0%	8/1: 4.0%	8/1: 4.0%
Village of Sag Harbor	6/1: 4.0%	6/1: 3.5%	6/1: 4.0%	6/1: 4.0%
Town of Southampton	1/1: 2.0% 7/1: 2.5%	3.5%	3.5%	1/1: 2.5% 7/1: 2.

Given these data, the Village maintains that annual salary raises between 5.0 and 5.5 per cent cannot be justified. Instead, it insists, its proposal of:

- 3.50 per cent effective June 1, 1997
- 3.75 per cent effective June 1, 1998
- 4.00 per cent effective June 1, 1999
- 4.00 per cent effective June 1, 2000

is consistent with increases granted elsewhere. Thus, it asks that these wage improvements be awarded by the Panel.

Concerning Night Differential, the Village sees the need to prorate this benefit based upon the number of hours worked or upon the frequency of tours worked. Moreover, the Village asks that those Officers assigned to a two tour rotation in a month receive a \$150 night differential and those assigned three tour rotations

receive \$300 per month. In this way, the Village insists, Officers will be reasonably compensated for time actually worked at night as opposed to compensating Officers for time not worked. Also, the Village maintains, other communities, such as the Town of Southampton and the Village of East Hampton, provide night differential payments only when Officers actually perform services at night. Thus, the Village contends, its proposal is reasonable and should be granted.²

Concerning Clothing and Cleaning Allowances, the Village maintains that current stipends are already reasonable, or even generous, when compared to other East End communities. Consequently, it insists, no improvement in either allowance is justified.

The Village contends that Vacation Selection procedures in the expired Agreement require substantial modification. It asserts that currently few Officers participate in the selection process in any meaningful way, thereby making orderly scheduling of vacations and relief difficult, if not impossible. Consequently, the Village advances the following proposal:

All vacations must be selected semiannually for the periods of June 1 through November 30 and December 1 through May 31. Vacation requests will be submitted by May 15 and November 15

²The Village also seeks no Night Differential for Officers during their first four years of service.

respectively. Vacations will be selected by order of seniority within rank.

A maximum of five vacation days per member may be selected during the period from May 15 through September 15.

Vacations will be taken in a minimum of 5 vacation days per pick. All vacation requests are subject to the approval and discretion of the Chief or his designee. Approval shall not be denied unreasonably.

In addition, the Village maintains that its proposal is similar to selection procedures which exist in other jurisdictions, notably the Town of East Hampton. It sees no reason why a comparable system should not be adopted here.

With respect to Personal Leave, the Village insists that there is no basis in the record which would warrant increasing the number of days Officers currently enjoy. In addition, the Village maintains that an appropriate notice procedure should be incorporated into the Agreement. It also urges that personal leave requests must be made only for pressing matters which require the Officer's presence on working time; and that it must retain the right to reject requests for personal leave. In consideration of these factors, the Village makes the following proposal:

If a member requests a personal day ten working days in advance, no reason needs to be provided. The request shall be in writing and requires approval.

If requested less than ten working days from date requested by the member, it shall be requested in writing stating the reason that the day off is needed and is subject to

approval.

If requested less than 24 hours from the day that is requested, it must be for an emergency. The request may be verbal. The nature of the emergency will be stated. The request will be considered promptly and a decision communicated to the requesting officer.

After preliminary approval of the personal day has been granted by the supervisor, final approval is required by the Chief of the designee.

DISCUSSION AND FINDINGS

Several introductory comments are appropriate. The statute and case law bar the Panel from rendering findings based on evidence adduced outside the hearing process. Thus, our determination is based solely on the evidence in the record.

In reaching our findings, the Panel is mindful of the criteria set forth in Section 209.4 of the Civil Service Law of the State of New York ("Taylor Law"). These criteria are:

- a. comparison of 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 the peculiarities in regard to other trades or professions, including

specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and 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.

Section 209.4(V) of the CSL.

With these criteria in mind, we turn to the facts of this dispute.

1. Length of Agreement

The parties invested in the Panel the authority to impose an Award covering more than the statutory maximum of two years. Moreover, an Award exceeding two years makes sound labor relations sense. The prior Agreement expired on May 31, 1997. Even a three year Award would thrust the parties back into collective bargaining shortly after the issuance of our findings. Labor relations' stability demands a longer Award. Hence, we conclude, a four year Award best serves the parties' mutual interests. Accordingly, we shall direct that the Award be effective from June 1, 1997 through May 31, 2001.

2. Wages

The wage provision of any Interest Arbitration Award is most significant. It directly affects the economic

well being of bargaining unit members more so than any other provision. It is the most costly item to the employer.

In the instant dispute the Panel must weigh and consider the relevant statutory criteria in determining what, if any, wage increases are to be imposed. Paragraph (a) of the criteria set forth above requires a comparison between the wages, hours and conditions of employment in the Village of Southampton with those in other, similarly situated communities.

In our view, other similarly situated communities include the towns and villages of Long Island's East End. Though not segregated from the rest of Long Island by any political denomination, they are geographically and economically related. They are most often referred to when analyses of comparative data are made which involve unions and employees in this region. Thus, the Panel finds, the Police settlements in these communities are entitled to substantial weight.

A review of these settlement reveals the following data:

1997 Increases - Though wage improvements were implemented at different times during 1997, they ranged from 4.0 per cent in the Town of East Hampton, the Village of East Hampton, and the Village of Sag Harbor to 4.5 per cent (in two six month increments) in the Town of Southampton.

1998 Increases - a range of 3.5 per cent in the Town of Southampton and the Village of Sag

Harbor to 4 per cent in the Village of East Hampton and 4.25 per cent in the Town of East Hampton.

1999 Increases - from 3.5 per cent in the Town of Southampton to 4.0 per cent in the Villages of Sag Harbor and East Hampton and 4.25 per cent in the Town of East Hampton.

2000 Increases - from 4.0 per cent in the Villages of East Hampton and Sag Harbor to 4.5 per cent in the Town of Southampton (in two increments).³

These data demonstrate a narrow range of salary advances. Of fifteen annual increases, three are at 3.5 per cent, eight are 4.0 per cent, two are 4.25 per cent and two are 4.5 per cent (in two increments.) Clearly, they demonstrate a pattern of wage increases of 4.0 per cent per year.

Criterion(b) above, refers to the community's ability to pay. It is true that the PBA's report of its financial consultant, Edward Fennel, places the Village in a very favorable economic light. Also, while the Village's contingency fund may be somewhat reduced by funding the CSEA agreement (see Village's brief, p. 4), there is no doubt that the Village has the ability to pay increases averaging approximately 4.0 per cent.

In this context, we note the PBA's demand for a yearly increase of 5.0 to 5.5 per cent. Clearly, this proposal is not justified by the comparative data

³The Collective Bargaining Agreement in East Hampton expires in 1999.

referred to above. As such, we find, increases near 4.0 per cent are reasonable and affordable.

Also, it is true that increases in the Consumer Price Index (CPI) are averaging substantially below 4.0 per cent. However, we note, the wage increases agreed to in the four other communities were made in a similar, non-inflationary environment. We see no reason to deviate from that pattern here.

Given these factors, the Panel determines that the following salary improvements are justified:

Effective June 1, 1997 - 4.00 per cent
Effective June 1, 1998 - 4.00 per cent
Effective June 1, 1999 - 4.10 per cent
Effective June 1, 2000 - 4.25 per cent

It is true that the increases for 1999 and 2000 are slightly above the four per cent average noted above. However, the average for 2000 of the other three cited communities is 4.17 per cent. Thus, a raise of 4.25 per cent in June 2000 is entirely consistent with the pattern of raises in comparable communities for that year.

Also, other changes implemented below will achieve some savings for the Village.⁴ In light of these factors and the pattern of settlements analyzed above, the Panel finds that percentage increases of 4.0, 4.0, 4.10 and 4.25 for each year of the Award are reasonable and are to be implemented as indicated herein.

⁴See discussion of Night Differential, for example.

3. Cleaning Allowance

The Panel finds that a modest increase in Cleaning Allowance is justified. The current stipend is \$675. It has not been increased since June 1, 1996. An increase of \$50, effective June 1, 2000 reflects, generally, increases in the Consumer Price Index for four years. Thus, we find, it is fair and is to be implemented on that date. Also, by agreement of the parties, the phrase "detectives clothing allowance," is to be modified to read "detective cleaning allowance."

4. Vacation Scheduling

This issue was most contentious. The Village asserted that the present system was not operating efficiently. It insisted that Officers were not taking vacations in an orderly manner but were scheduling them with little notice, thereby impairing its ability to properly deploy its Police force.

The PBA insisted that no change was justified. It argued that but for arbitrary rejection of vacation requests the Town's ability to schedule vacations fairly was not impaired.

The Panel has reviewed the record in great detail on this issue. Based upon that review, we find that although the Town's proposal cannot be granted in its entirety, some modifications are warranted. Reasonable notice to the Village of a desire to take vacation allows

the Employer to schedule coverage in an orderly manner. It is also consistent with similar provisions in other East End communities, notably the Town of East Hampton.

On the other hand, allowing officers to take vacation on short notice where circumstances warrant also is responsive to the needs of the work force. In addition, the right of Police Officers to take vacation days previously accumulated in a manner similar to that which has occurred in the past is equally reasonable. Consequently, we shall direct that the provisions indicated below regarding the scheduling of vacations be implemented.

The Panel notes the PBA's request for increases in the vacation allotment as well as its proposals concerning accumulation of leave and the payment therefor. However, we do not find ample justification in the record to warrant granting these proposals. The current vacation allotment which Police Officers have is reasonable when compared to other, cited communities. Also, an Agreement covering a single superior officer and the Village does not mean that every Police Officer must receive the same benefit. Thus, these proposals are respectfully rejected. Accordingly, we shall direct that the following provisions be incorporated into our Award.

4. Vacation Schedule - Article V, Section 3

This provision shall be deemed effective on December 1, 1999, except as otherwise provided

herein. This provision shall be modified by deleting the section entitled "OPEN DATES" and by adding the following language:

a. Semi-annual selection of vacation days shall be in blocks of not less than ten days per selection, except that employees with less than the maximum number of vacation days shall have the right to make such selection in up to three blocks of not less than five days per selection. Employees with ten days' vacation shall make their selection in two blocks of five days each or one block of ten days.

b. A bargaining unit member shall have the right to cancel a previously scheduled vacation and substitute a different one of the same duration provided:

- 1) fifteen days' notice prior to the previously scheduled vacation is given;
- 2) the newly scheduled vacation falls in an open period not previously selected by a bargaining unit member;
- 3) the change in vacation does not interfere with the operational needs of the department.

c. Bargaining unit members shall have the right to utilize vacation days previously accumulated or to bank vacation days previously scheduled provided:

- 1) fifteen days' notice prior to the utilization or scheduled vacation is given;
- 2) the newly scheduled vacation falls in an open period not previously selected by a bargaining unit member;
- 3) the banking of days or utilization of banked days does not interfere with the operational needs of the department.

d. Requests for single days of vacation may be made subject to the staffing and manpower needs of the department. At least three days' notice shall be given of such requests, which shall not be unreasonably denied.

e. In addition, requests for a single day of vacation beyond those referred to above shall be permitted under bona fide, extraordinary circumstances. Those requests shall be made to the Chief of Police who shall have the right to exercise his/her sole discretion in deciding whether to grant or deny these requests, except that his/her discretion shall not be abused.

f. Accumulated Vacation Leave

1) All vacation leave accumulated as of June 1, 1999 may be utilized in blocks of days or individual days subject to the limitations set forth above.

2) All vacation leave accrued or accumulated after June 1, 1999 shall be utilized as single days only if they were not part of a block of days scheduled pursuant to 4(a) above; e.g., an officer with 21 days' vacation may request a single day of vacation after scheduling twenty vacation days in accordance with Section 4(a) above.

g. Arbitrator Howard Edelman shall have continuing jurisdiction to resolve disputes between parties concerning vacation leave.⁵

5. Personal Leave

The PBA has the right to expect that its members may utilize personal leave for important matters which cannot otherwise be attended to. The Village, on the other hand, has the obligation to provide public safety services to its residents. Balancing these legitimate interests mandates that the following provision be implemented:

⁵The parties requested that I retain continuing jurisdiction over this issue.

Full time employees of the Department shall be entitled to four (4) days leave per year with pay for the purpose of attending to personal matters of an important or emergency nature. Members shall not be required to provide a reason for the personal leave day. A personal day shall not be denied except for bona fide departmental emergencies or other extraordinary circumstances. Employees' accrued personal leave days shall be converted to sick leave and added to the employees' accumulated sick leave account at the end of each fiscal year to a maximum of four (4) days added per year.

All requests for personal leave shall be submitted on a "Time Off Request Form." In an emergency, a Department representative may fill out the form based upon information supplied by the bargaining unit member.

6. Night Differential

The Panel does not find that an increase in the Night Differential percentage is warranted. We note that, as a percentage of base wages, it automatically rises as wages rise. In our view, this increase is sufficient without adding to the percentage differential as well.

Also, we agree with the Village that modifications are justified regarding the circumstances under which the differential is paid. Essentially, those actually working night and evening shifts should receive this differential. The Village is entitled to a cost savings by not having to pay this stipend if Officers do not work evening or night tours on a regular basis.

On the other hand, we see no reason why the Officers who work evenings and nights should not receive the

differential during their first four years of employment, as the Village proposed. They are inconvenienced as are the more senior Officers. Therefore, this demand of the Village's is rejected.

Finally, as to Night Differential, it makes sense to incorporate into the Award the current practice of paying the equivalent of a Night Differential for certain specialized assignments. Thus, this proposal of the PBA's is granted with the modifications set forth below. Accordingly, we shall direct that the Award include the following language concerning Night Differential:

6. Night Differential - Article III, Section 6

This provision shall be modified as follows, effective December 1, 1999, except as otherwise indicated herein:

a. Payment for evening shift differential and/or night shift differential shall be made on or about the first pay period in December of each year for the period June 1 - November 30; and on or about the first pay period in June of each year for the period December 1 - May 31.

b. To qualify for evening shift differential and/or night shift differential, a bargaining unit member must be either at work, on vacation, personal leave or compensation leave or on holiday leave for at least three full blocks within a quarter, based upon the bargaining unit member's regular schedule. A "block" is defined as "five days" for those working a five day schedule and "four days" for those working a four day schedule.

7. Designated Duty Pay - Article III, Section 6A

A new provision, Designated Duty Pay, shall be added to the Agreement, as follows:

Police Officers designated by the Chief of Police to perform unique assignments which deviate from the normal duty chart for their positions will receive designated duty pay which will be calculated on a quarterly (four times per year) basis. This designated duty pay shall be calculated at an annual percentage rate equal to the amount of night differential percentage the Officer was receiving immediately prior to Chief's designation (i.e., 2.75% or 5.50%). Officers who receive night differential shall not be eligible for special duty pay.

Finally, the Panel has reviewed the parties' other proposals (e.g., college credits, Sergeants and Lieutenants Differential, etc.). Suffice it to say, we do not find substantial evidence in the record which would justify granting them. Accordingly, they are rejected.

In sum, the Panel concludes that our findings herein represent a reasonable balance between the needs of the Police Officers and the obligations of the Village. These findings are also consistent with and reflective of the statutory criteria, as discussed above. Accordingly, they are to be implemented as indicated herein. It is so ordered.

AWARD

1. Term of Award - June 1, 1997 - May 31, 2001

2. Wages - Article II, Section 1

Effective June 1, 1997 - 4.00 per cent
Effective June 1, 1998 - 4.00 per cent
Effective June 1, 1999 - 4.10 per cent
Effective June 1, 2000 - 4.25 per cent

3. Cleaning Allowance - Article II, Section 2

Effective June 1, 2000 - the Cleaning Allowance for bargaining unit members shall be increased by \$50. In addition, Section 2, Line 4 shall be corrected to read Detectives' cleaning allowance.

4. Vacation Schedule - Article V, Section 3

This provision shall be deemed effective on December 1, 1999, except as otherwise provided herein. This provision shall be modified by deleting the section entitled "OPEN DATES" and by adding the following language:

a. Semi-annual selection of vacation days shall be in blocks of not less than ten days per selection, except that employees with less than the maximum number of vacation days shall have the right to make such selection in up to three blocks of not less than five days per selection. Employees with ten days' vacation shall make their selection in two blocks of five days each or one block of ten days.

b. A bargaining unit member shall have the right to cancel a previously scheduled vacation and substitute a different one of the same duration provided:

1) fifteen days' notice prior to the previously scheduled vacation is given;

2) the newly scheduled vacation falls in an open period not previously selected by a bargaining unit member;

3) the change in vacation does not interfere with the operational needs of the department.

c. Bargaining unit members shall have the right to utilize vacation days previously accumulated or to bank vacation days previously scheduled provided:

1) fifteen days' notice prior to the utilization or scheduled vacation is given;

2) the newly scheduled vacation falls in an open period not previously selected by a bargaining unit member;

3) the banking of days or utilization of banked days does not interfere with the operational needs of the department.

d. Requests for single days of vacation may be made subject to the staffing and manpower needs of the department. At least three days' notice shall be given of such requests, which shall not be unreasonably denied.

e. In addition, requests for a single day of vacation beyond those referred to above shall be permitted under bona fide, extraordinary circumstances. Those requests shall be made to the Chief of Police who shall have the right to exercise his/her sole discretion in deciding whether to grant or deny these requests, except that his/her discretion shall not be abused.

f. Accumulated Vacation Leave

1) All vacation leave accumulated as of June 1, 1999 may be utilized in blocks of days or individual days subject to the limitations set forth above.

2) All vacation leave accrued or accumulated after June 1, 1999 shall be utilized as single days only if they were not part of a block of days scheduled pursuant to 4(a) above; e.g., an officer with 21 days' vacation may request a single day of vacation after scheduling twenty vacation days in accordance with

Section 4(a) above.

g. Arbitrator Howard Edelman shall have continuing jurisdiction to resolve disputes between parties concerning vacation leave.

5. Personal Leave - Article V, Section 6

This provision shall be modified by replacing the existing language with the language listed below:

Full time employees of the Department shall be entitled to four (4) days leave per year with pay for the purpose of attending to personal matters of an important or emergency nature. Members shall not be required to provide a reason for the personal leave day. A personal day shall not be denied except for bona fide departmental emergencies or other extraordinary circumstances. Employees' accrued personal leave days shall be converted to sick leave and added to the employees' accumulated sick leave account at the end of each fiscal year to a maximum of four (4) days added per year.

All requests for personal leave shall be submitted on a "Time Off Request Form." In an emergency, a Department representative may fill out the form based upon information supplied by the bargaining unit member.

6. Night Differential - Article III, Section 6

This provision shall be modified as follows, effective December 1, 1999, except as otherwise indicated herein:

a. Payment for evening shift differential and/or night shift differential shall be made on or about the first pay period in December of each year for the period June 1 - November 30; and on or about the first pay period in June of each year for the period December 1 - May 31.

b. To qualify for evening shift

differential and/or night shift differential, a bargaining unit member must be either at work, on vacation, personal leave or compensation leave or on holiday leave for at least three full blocks within a quarter, based upon the bargaining unit member's regular schedule. A "block" is defined as "five days" for those working a five day schedule and "four days" for those working a four day schedule.

7. Designated Duty Pay - Article III, Section 6A

A new provision, Designated Duty Pay, shall be added to the Agreement, as follows:

Police Officers designated by the Chief of Police to perform unique assignments which deviate from the normal duty chart for their positions will receive designated duty pay which will be calculated on a quarterly (four times per year) basis. This designated duty pay shall be calculated at an annual percentage rate equal to the amount of night differential percentage the Officer was receiving immediately prior to Chief's designation (i.e., 2.75% or 5.50%). Officers who receive night differential shall not be eligible for special duty pay.

8. All other proposals of the parties are rejected.

9. The undersigned Arbitrator shall retain jurisdiction in the event a dispute arises as to the implementation of this Award.

DATED: July 31, 2000 Howard C. Edelman
 HOWARD C. EDELMAN, ESQ., ARBITRATOR

STATE OF NEW YORK)
) s.:
 COUNTY OF NASSAU)

I, Howard C. Edelman, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED: July 31, 2000 Howard C. Edelman
 HOWARD C. EDELMAN, ESQ., ARBITRATOR

FROM : Northport Police Department PHONE NO. : 631 261 1249

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HOWARD C EDELMAN
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Signed

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VINCENT TOOMEY, ESQ.,
PUBLIC EMPLOYER PANEL MEMBER

STATE OF NEW YORK)
COUNTY OF KINGS) S. I.

I, Vincent Toomey, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my award.

DATED:

[Handwritten signature]
VINCENT TOOMEY, ESQ.,
PUBLIC EMPLOYER PANEL MEMBER

FROM : Northport Police Department
11/12/1999 3:51PM FROM SUA
11/12/1999 11:35 5157642185

PHONE NO. : 631 261 1249
5163617324
HOWARD C EDELMAN

Nov. 12 1999 03:23PM P9
P. 2
PAGE 08

X
Concur

Dissent
[Signature]
EUGENE ROMER,
PUBLIC EMPLOYEE PANEL MEMBER

11/12/99
Date

STATE OF NEW YORK)
) S.:
COUNTY OF NASSAU)

I, Eugene Romer, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED: 11/12/99

[Signature]
EUGENE ROMER,
PUBLIC EMPLOYEE PANEL MEMBER