

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Arbitration

- Between -

VILLAGE OF WESTHAMPTON BEACH

"Village"

- and -

WESTHAMPTON BEACH POLICEMEN'S  
BENEVOLENT ASSOCIATION

"PBA"

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:  
Case No. IA-200-002  
: M099-280  
: Panel's Opinion  
: and Award  
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APPEARANCES

For the Village

Anna Scricca, Esq., Counsel  
Raymond Dean, Chief of Police

For the PBA

Thomas Spreer, Esq., Counsel  
Trevor T. Gonce, PBA President  
Stephen Cunneen, PBA Negotiator

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

JUL 17 2000

CONCILIATION

BEFORE: HOWARD C. EDELMAN, ESQ. CHAIRMAN,  
INTEREST ARBITRATION PANEL  
EUGENE ROMER, EMPLOYEE PANEL MEMBER  
ROBERT HOWARD, EMPLOYER PANEL MEMBER

### BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on May 31, 1998. Negotiations failed to produce a successor Agreement. Mediation efforts were unsuccessful. Consequently, the PBA petitioned the Public Employment Relations Board ("PERB") for compulsory interest arbitration pursuant to Section 209 of the Civil Service Law ("Taylor Law"). In accordance with its provisions the undersigned Panel was constituted to conduct hearings and render a determination with respect to terms and conditions of employment effective June 1, 1998.

A hearing was held on June 7, 2000.<sup>1</sup> At the hearing the parties waived their right to have the proceedings transcribed. Upon the receipt of post hearing submissions concerning matters not addressed at the hearing, the record was closed. This Opinion and Award follows.

### POSITIONS OF THE PARTIES<sup>2</sup>

#### **PBA**

The PBA seeks a four year Award with wage increases

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<sup>1</sup>The parties consented to the absence of Employer Panel Member Robert Howard and Employee Panel Member Eugene Romer at the hearing.

<sup>2</sup>To expedite the Panel's findings, I have summarized the parties' positions.

of 5.5 per cent in addition to normal salary step movement in each year. It contends that these increases are justified for several reasons.

First, the PBA argues, the Village can well afford the raises it seeks. It points out that there exists a substantial real estate base in the Village and that property values continue to rise. Also, it insists, the Village has spent considerable sums for various public works projects. If it can afford these projects it certainly can afford increases of 5.5 per cent, in the PBA's view.

The PBA acknowledges that 5.5 per cent wage improvements exceed those granted other East End communities in Suffolk County.<sup>3</sup> However, it submits, these raises are justified since Police salaries in the Village are generally lower than those in other, comparable communities. Hence, it asks that the Panel award increases of 5.5 per cent for four years, effective June 1, 1998.

As to the duty chart, the PBA points out that the ten hour chart has existed for over twenty years. As the PBA sees it, the Village has not demonstrated that an eight hour chart is warranted. Instead, the PBA insists, any perceived deficiencies in the manpower afforded by a ten hour chart can be rectified by adding one Police

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<sup>3</sup>See comparative salary data, below.

Officer to the force. In fact, the PBA suggests, the Department is currently operating at below authorized levels. Thus, it urges, an increase in manpower is contemplated by the Village's budget and will meet the needs of the Police Department to properly maintain law and order in the Village. Accordingly, the PBA sees no reason to move to an eight hour work schedule and duty chart, as proposed by the Village.

Furthermore, the PBA maintains, even if the Panel awards an eight hour tour, the Village's suggested duty chart is unacceptable. It asserts that if the Village's proposal is granted as presented, Police Officers will not have a full weekend (Saturday and Sunday) off between the middle of May and the middle of September. The resulting disruption to the family lives of the Officers is unconscionable, the PBA insists.

Also, the PBA contends that if the Panel awards an eight hour tour, all present and future sick and vacation days should be valued at the old ten hour rate. In this way, the PBA urges, Officers will not be disadvantaged by changing to an eight hour tour.

In sum, the PBA asserts that its wage proposals are reasonable and ought to be awarded as presented. Concerning the Village's eight hour tour demand, the PBA argues that it is unnecessary and that if it is awarded the modifications set forth above should be implemented

as well.

The Village maintains that an eight hour tour and the duty chart presented in Village Exhibit 1 should be implemented. It points out that it is a summer community whose population swells from 1,500 to 20,000 during the period mid-May to mid-September. As such, greatest coverage is needed during this period, it insists.

In the Village's view, the current ten hour tour and duty chart do not provide for the added manpower needed during the peak Summer season. For example, there is currently often only one Police Officer on duty between 4:00 a.m. and 8:00 a.m. during the Summer, the Village suggests. Such a dearth of coverage cannot be tolerated, in its view.

In addition, the Village alleges that the eight hour tour will benefit Police Officers. It maintains that they will be less tired and less inclined to utilize sick leave when working eight hour tours. Also, the Village alleges, the proposed eight hour tour will result in 100 fewer hours of work during the year. Hence, it insists, the new schedule directly benefits Police Officers in addition to meeting the needs of the public.

Finally, on this issue, the Village contends that the eight hour tour exists in many other East End communities. The identical schedule it has proposed exists in the Town of Southampton, the Village maintains.

Hence, it urges, the new tour and duty chart are needed, practical and reasonable. Accordingly, it asks that the Panel award them as presented.

Concerning wages, the Village acknowledges that it is perceived to have the ability to pay the increases the PBA seeks. However, it insists, these increases are not justified. It suggests that other East End increases have averaged approximately 4.0 per cent and not 5.5 per cent.

Moreover, the Village points out, other Village employees have recently settled upon salary raises of three per cent for similar time periods. The morale of these employees would be adversely affected if Police Officers received raises in excess of those amounts, in the Village's view. Consequently, it asks that the Panel award wage increases of three per cent annually.

In this context, the Village strongly opposes any retroactive increases. It points out that its fiscal years ended on May 31, 1999 and May 31, 2000. PBA negotiators were told that once the books were closed on those dates no retroactive monies would be paid, it notes. Therefore, the Village insists, the PBA knew full well that continued negotiations would jeopardize Police Officers' entitlement to any retroactive increases.

Finally, on this issue, the Village maintains that a three year Award is reasonable. Any longer Award is

Panel to so find. Accordingly, and for these reasons the Village asks that its proposals be granted, as indicated above.

### 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 before us.

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 principles and criteria in mind, we turn to the facts of this dispute.

1. Length of Agreement

The prior Agreement expired on May 31, 1998. The parties have invested in the Panel the authority to impose an Award of four years' duration. See Joint Exhibit 3. Moreover, an Award of this length makes sound labor relations sense. It will expire on May 31, 2002, less than two years from now. An Award encompassing two or even three years would return the parties to the bargaining table upon or soon after its issuance. Such a result is inadvisable, particularly since the parties will be required to function under substantially different working conditions, as detailed below. They should have a reasonable opportunity to function under these conditions to determine if changes are warranted in the next round of negotiations. A four year Award will give the parties this opportunity. Thus, the Panel orders that the Award encompass the period June 1, 1998 through May 31, 2002.

## 2. Wages

Obviously, the major economic issue in any Award is the wage package. Employees have a right to receive wages consistent with the statutory criteria set forth above. An employer should not be unduly burdened with excessive wage increases, even where it has the ability to pay salary improvements imposed by the Panel.

Section 209.4(a) of the Taylor Law is known generally as the "comparability" provision. It requires that the economic compensation of bargaining unit members in Westhampton Beach be compared with those in other, similarly situated communities.

In the Panel's view, other similarly situated communities include the towns and villages of Long Island's East End. All have year round populations which swell during the Summer recreation season. Most have relatively small year round police forces which grow during this period. All are geographically contiguous.

In addition, a similar "comparability" conclusion was reached by the Panel in Village of Southampton PERB Case No. IA 98-029; M98-082. In that case, decided in November 1999, the Panel<sup>4</sup> concluded that the relevant comparison is towns and villages of the East End. The Village of Southampton and Westhampton Beach are

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<sup>4</sup>Two of the Panel members in Village of Southampton are on the Panel in the instant dispute.

substantially similar with respect to the Taylor Law criteria cited above. Accordingly, and consistent with the Panel's finding in Village of Southampton, supra, we conclude that the Police settlements in other East End communities are entitled to greatest weight.

The settlements in these communities are as follows:

Community	1998 Increase	1999 Increase	2000 Increase
East Hampton Town	4.25%	4.25%	
East Hampton Village	8/1:4.0%	8/1:4.0%	8/1:4.0%
Village of Sag Harbor	6/1:3.5%	6/1:4.0%	6/1:4.0%
Town of Southampton	3.5%	3.5%	1/1:2.5% 7/1:2.0%
Village of Southampton	4.0%	4.1%	4.25%
Town of Southold	4.0%	4.1%	4.2%
Shelter Island	4.25%	4.25%	4.25%

The average increase for 1998 is 3.90 per cent; for 1999 the average is 4.0 per cent and for 2000 the average increase is 4.2 per cent. Thus, the data centers around 4.0 per cent with a slight escalation of increases from 1998 to 2000.

The Panel recognizes that it is not required to award the exact average of the increases listed above. It also recognizes that in one case, the Town of Southampton for 2000, the raise was split so that the cost impact for that year was reduced.

Given these factors, the Panel finds that wage

increases to bargaining unit members should be awarded as follows:

Effective June 1, 1998 -	2 per cent
Effective December 1, 1998 -	2 per cent
Effective June 1, 1999 -	2 per cent
Effective December 1, 1999 -	2 per cent
Effective June 1, 2000 -	4.1 per cent
Effective December 1, 2000 -	4.25 per cent

These figures are consistent with the averages listed above. They also reflect the trend toward slightly higher increases in the later years covered by the Award.

Moreover, these improvements are consistent with the Village's ability to pay. Section 209.4(b) of the Taylor Law. As such, they can be funded without unduly burdening taxpayers, we are convinced.

In reaching this determination, we respectfully reject the Village's contention that no retroactivity is due Police Officers for 1998 and 1999. It is true that these years are past. However, as all are aware, the collective bargaining process is cumbersome and agreements are sometimes not reached until after the prior contract has expired. Police Officers should not be disadvantaged simply because the process took longer than anticipated or than was desirable, in our view.

Also, often work is performed in one fiscal year but paid for in a succeeding one. While payment for such work usually does not occur years after it has been completed, liabilities accrue in one year and are satisfied in a later one.

Also, on this issue, the Panel notes that the Village of Southampton, supra Award was retroactive to June 1, 1997. It was issued in late November 1999. Retroactivity is as justified here as it was in that case. However, in order to lessen the impact of retroactive raises, we have directed that they be split for 1998 and 1999. Nonetheless, we reject the Village's contention that no retroactivity is due members of the bargaining unit.

Finally, with respect to wages, we have considered the PBA's demand for increases of 5.5 per cent for each year of the Agreement and the Village's claim that no more than 3.0 per cent is justified since employees in the Highway Department received raises of this magnitude. We reject both contentions. Wages in this Village are not so disproportionately lower than those in other similarly situated communities as to justify increases approaching 5.5 per cent. Conversely, while wage improvements of other units in the Village have some relevance to this dispute, greater weight should be given to what law enforcement officers receive in other East End communities, we find. Thus, notwithstanding the parties' arguments in this regard, we direct that the wage increases listed above be implemented.

### 3. Duty Chart

This issue was intensely contested at the hearing. The Village argued for a return to the eight hour day as necessary to ensure the safety of the public. The PBA insisted that the duty chart which the Village sought to impose would disrupt the family lives of Police Officers. It also contended that a perceived lack of coverage during the Summer resulted from a reduced level of manpower.

The Panel has carefully reviewed these arguments. Based upon that review, we find that the proposal for an eight hour day should be implemented. This is so for a number of reasons.

First, we are persuaded that, as Chief of Police Raymond Dean testified, the current ten hour hybrid schedule deprives the Village of needed coverage. For example, under the current schedule coverage during the midnight tour is identical during the Summer season as the rest of the year. Yet the Village population swells from approximately 1,500 to 20,000 or more during the Summer. Clearly, more police presence is required during the Summer than currently exists.

Also, the proposed chart results in a reduction in the number of hours of work. Currently, Police Officers work a 202 day duty chart with ten hour work days, though in light of the hybrid midnight tours, only 1956 hours

are actually worked. The proposed chart includes 232 days with eight hour days or a total of 1856 hours. Thus, the proposed chart results in Police Officers working 100 fewer hours.

In addition, the proposed chart in substantially the same form already exists in other East End communities, as follows:

Southampton Town -	232 day chart; 8 hours per day
Riverhead Town -	238 day chart; 8 hours per day
Sag Harbor Village -	238 day chart; 8 hours per day

The Panel notes that the police force in the Town of Southampton is substantially larger than in the Village of Westhampton Beach. However, the size of the police force in other jurisdictions is comparable to that here. As such, the fact that the eight hour duty chart exists in these communities is a significant factor in the Panel's decision to impose one in Westhampton Beach.

Also, we note that Police Officers here will work fewer days than their counterparts in the other cited communities, with the exception of the Town of Southampton where the number of days worked will be the same. Consequently, the change to the proposed chart will not unduly burden members of the bargaining unit when compared to the days and hours worked elsewhere.<sup>5</sup>

The Panel acknowledges the PBA's claim that family

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<sup>5</sup>To avoid any misunderstanding the Panel has attached a description and example of how the chart is to be implemented.

lives of Police Officers will be disrupted in the Summer under the proposed chart. We recognize that during this time, Police Officers may be required to work both weekend days. We also recognize that we have elsewhere in our findings amended Section 11A to lengthen the definition of the Summer period. However, to lessen the impact of the weekend work requirement in the Summer, we shall permit members of the bargaining unit to take seven vacation days during the period commencing Memorial Day and ending on September 10. In this way, Officers will be able to enjoy more weekend time off with their families without unduly hampering weekend coverage, we are convinced.

In addition, the Panel has determined that vacation and sick leave accruals already earned are to be credited based on hours actually accrued. Thus, for example, an Officer who has ten vacation days accrued will be credited with 12.5 vacation days under the new schedule (ten vacation days = ten days x ten hours or 100 hours; 12.5 vacation days = 12.5 days x 8.0 hours or 100 hours). In this way Officers will not be disadvantaged by the change in charts.

On the other hand, all accruals earned after the effective date of the new chart should be on a daily basis. Thus, one day of vacation is not to be construed as ten hours or 1.25 days based upon the new eight hour

chart. Such a result is costly and not justified, we find.

Finally, with respect to the duty schedule, we shall direct that it be implemented effective no earlier than sixty days after the parties' receipt of this Award, so that Police Officers and Superior Officers will have ample notice of the changes in their days and hours of work.

#### 4. Other Issues

We have examined the parties' arguments, which were presented in writing, with respect to other issues. Based upon that examination, we issue the following determinations:

##### a. Life Insurance

Section 36 shall be amended as follows:

"The Village will allot a minimum of five thousand (\$5,000.00) dollars per year for premium payment for a life insurance policy to be selected by the PBA. All full-time police officers employed by the Village who are members of the bargaining unit must be insured in equal amounts. The PBA is not precluded from obtaining additional coverage at its own expense."

##### b. Personal Leave

Section 7A shall be deleted and replaced with the following:

"Members shall be entitled to four (4) noncumulative personal days per year for the purpose of attending to personal business matters which cannot be conducted during off-duty hours. Members shall provide at least two (2) days' notice of the leave request to the Chief

of Police, unless the nature of the personal business does not permit such notice. Members shall not be required to specify the nature of the personal business matter requiring their absence. Personal days not taken by May 31<sup>st</sup> shall be paid by the Village at the prevailing rate by the last pay period in July. A personal day shall not be denied except for bona fide departmental emergencies or other extraordinary circumstances. Personal days shall not be available on the following holiday weekends: Memorial Day, Independence Day and Labor Day."

c. Sick Leave

Section 8 shall be amended to provide that, "Sick time hours shall be accumulated on a semi-annual basis."

d. Vacation

Section 11 B shall be deleted in its entirety and replaced with the following:

"Vacation shall be chosen on a civil service seniority basis. Selections in descending order of seniority shall be made as follows: At a minimum, a block shall consist of an entire set of tours that is in effect during the selection process. A block may also consist of more than one complete set of tours so long as the tours are consecutive. The selection process shall begin on or about July 1. Picks must be selected within three (3) calendar days. There shall be no passing on the first pick. Picks shall be by classifications. No vacation shall be approved for Memorial Day Weekend (Saturday/Sunday), Labor Day Weekend (Saturday/Sunday) or July 4<sup>th</sup> unless approved by the Chief of Police with prior notice. In the sole discretion of the Chief of Police and with thirty (30) days' notice, vacation picks may be changed after all picks have been made. Vacation picks shall be made during the same time frame as vacation carry over and vacation sell back decisions.

Section 11A, second paragraph beginning with the word "Vacation" shall be deleted and replaced with the following:

"Vacation may be taken during the year except for the period commencing one (1) week before Memorial Day and ending September 10, during which seven (7) vacation days may be taken."

e. Child Care Leave

Section 10 shall be amended to change "maternity" to "child care" leave.

f. Educational Incentive Plan

Section 15 shall be amended to delete "Police Science" and replace with "Law Enforcement Related" Field. Educational benefits shall be paid in one lump sum to be paid during the final pay period in August.

g. Police Benevolent Association  
President's Convention Leave

Section 17 shall be amended to delete "Police Benevolent Association Matters" and replace with "Police Benevolent Association Business Matters".

h. Holidays

Section 18 (Paragraph A) shall be amended to pay six (6) holidays in the last payroll in November and the remainder shall be payable on the last pay period in May.

Amend Paragraph D to state that, "Said days shall be deducted from the May payout".

i. Compensatory Time

Amend Section 19C to change "seventy five (75) hours" to "forty (40) hours" throughout.

j. Night Differential

Schedule A: In order to qualify for night differential, members must actually work a schedule which includes nights. Night differential shall be increased by two per cent for those who work two tours and by five per cent for those who work three tours in each year of this Agreement.

k. New Hires Salary Schedule

Amend Schedule A to add one (1) more year between Step 1 and Step 2 and equally divide the salary for the newly inserted step for new employees hired on or after June 1, 2000.

l. Longevity

Earned longevity shall be paid annually in one lump sum payable in the first pay period in December.

m. Suspended Members

Unit members who are suspended pursuant to Section 75 of the Civil Service Law for more than thirty (30) days shall be paid only base pay during those periods of suspension that they are entitled to compensation under Civil Service Law. Longevity, night differential and holiday pay payments will be prorated in proportion to the period of suspension.

n. Outside Employment

Section 32 shall be amended to provide that, "The Chief of Police must be notified regarding outside employment. Outside employment shall be limited to a reasonable number of hours if directly preceding the member's tour of duty."

o. Duty Tours

Eliminate paragraph E of Section 19.

p. Longevity and Cleaning/Clothing Allowance

These stipends shall be increased annually by the same percentages as base wages.

In sum, the Panel finds that the modifications awarded above meet the needs of the PBA and reflect the obligations of the Village. They also are reflective of the statutory criteria we are required to utilize in making our findings. Accordingly, they are to be implemented as indicated herein. It is so ordered.

**AWARD**

1. The terms of this Award shall be from June 1, 1998 through May 31, 2002.

2. Wages

Wages shall be increased as follows:

Effective June 1, 1998	-	2 per cent
Effective December 1, 1998	-	2 per cent
Effective June 1, 1999	-	2 per cent
Effective December 1, 1999	-	2 per cent
Effective June 1, 2000	-	4.1 per cent
Effective June 1, 2001	-	4.25 per cent

3. Duty Chart

The eight hour duty chart proposed by the Town shall be implemented no earlier than sixty (60) days after receipt of this Award. Sick and vacation accruals shall be made in accordance with the Panel's findings in this Opinion. (See attached Exhibit A-1 and A-2).

4. Life Insurance

Section 36 shall be amended as follows:

"The Village will allot a minimum of five thousand (\$5,000.00) dollars per year for premium payment for a life insurance policy to be selected by the PBA. All full-time police officers employed by the Village who are members of the PBA must be insured in equal amounts. The PBA is not precluded from obtaining additional coverage at its own expense."

5. Personal Leave

Section 7A shall be deleted and replaced with

"Members shall be entitled to four (4) noncumulative personal days per year for the purpose of attending to personal business matters which cannot be conducted during off-duty hours. Members shall provide at least two (2) days' notice of the leave request to the Chief of Police, unless the nature of the personal business does not permit such notice. Members shall not be required to specify the nature of the personal business matter requiring their absence. Personal days not taken by May 31<sup>st</sup> shall be paid by the Village at the prevailing rate by the last pay period in July. A personal day shall not be denied except for bona fide departmental emergencies or other extraordinary circumstances. Personal days shall not be available on the following holiday weekends: Memorial Day, Independence Day and Labor Day."

6. Sick Leave

Section 8 shall be amended to provide that, "Sick time hours shall be accumulated on a semi-annual basis."

7. Vacation

Section 11 B shall be deleted in its entirety and replaced with the following:

"Vacation shall be chosen on a civil service seniority basis. Selections in descending order of seniority shall be made as follows: At a minimum, a block shall consist of an entire set of tours that is in effect during the selection process. A block may also consist of more than one complete set of tours so long as the tours are consecutive. The selection process shall begin on or about July 1. Picks must be selected within three (3) calendar days. There shall be no passing on the first pick. Picks shall be by classifications. No vacation shall be approved for Memorial Day Weekend (Saturday/Sunday), Labor Day Weekend (Saturday/Sunday) or July 4<sup>th</sup> unless approved by the Chief of Police with prior notice. In the sole discretion of the Chief of Police and with thirty (30) days' notice, vacation picks

may be changed after all picks have been made. Vacation picks shall be made during the same time frame as vacation carry over and vacation sell back decisions.

Vacation hours shall be accumulated on a semi-annual basis."

Section 11A, second paragraph beginning with the word "Vacation" shall be deleted and replaced with the following:

"Vacation may be taken during the year except for the period commencing one (1) week before Memorial Day and ending September 10 during which seven (7) vacation days may be taken."

8. Child Care Leave

Section 10 shall be amended to change "maternity" to "child care" leave.

9. Educational Incentive Plan

Section 15 shall be amended to delete "Police Science" and replace with "Law Enforcement Related" Field. Educational benefits shall be paid in one lump sum to be paid during the final pay period in August.

10. Police Benevolent Association President's Convention Leave

Section 17 shall be amended to delete "Police Benevolent Association Matters" and replace with "Police Benevolent Association Business Matters".

11. Holidays

Section 18 (Paragraph A) shall be amended to pay six (6) holidays in the last payroll in November and the remainder shall be payable on the last pay period in May.

Amend Paragraph D to state that, "Said days shall be deducted from the May payout".

12. Compensatory Time

Amend Section 19C to change "seventy five (75) hours" to "forty (40) hours" throughout.

13. Night Differential

Schedule A: In order to qualify for night differential, members must actually work a schedule which includes nights. Night differential shall be increased by two per cent for those who work two tours and by five per cent for those who work three tours in each year of this Agreement.

14. New Hires Salary Schedule

Amend Schedule A to add one (1) more year between Step 1 and Step 2 and equally divide the salary for the newly inserted step for new employees hired on or after June 1, 2000.

15. Longevity

Earned longevity shall be paid annually in one lump sum to be paid in the first pay period in December.

16. Suspended Members

Unit members who are suspended pursuant to Section 75 of the Civil Service Law for more than thirty (30) days shall be paid only base pay during those periods of suspension that they are entitled to compensation under Civil Service Law. Longevity, night differential and holiday pay payments will be prorated in proportion to the period of suspension.

17. Outside Employment

Section 32 shall be amended to provide that, "The Chief of Police must be notified regarding outside employment. Outside employment shall be limited to a reasonable number of hours if directly preceding the member's tour of duty."

18. Duty Tours

Eliminate paragraph E of Section 19.

19. Longevity and Cleaning/Clothing Allowance

Shall be increased annually by the same percentages as indicated in Paragraph (2), above.

20. All other proposals of the parties, whether or not specifically addressed herein, are rejected.

DATED: *July 14, 2000* *Howard C. Edelman*  
Howard C. Edelman, Esq., Arbitrator  
and Public Panel Member

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.

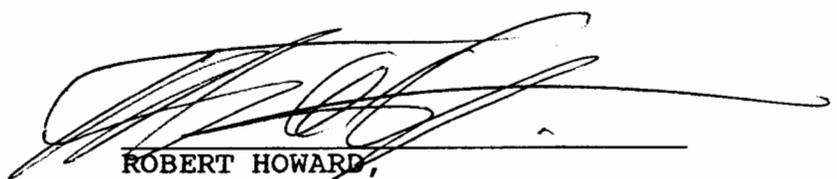
DATED: *July 14, 2000* *Howard C. Edelman*  
Howard C. Edelman, Esq., Arbitrator  
and Public Panel Member



Concur ✓

Dissent \_\_\_\_\_

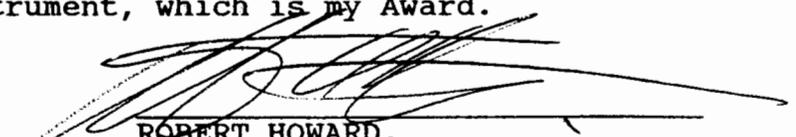
7/7/00  
DATE

  
\_\_\_\_\_  
ROBERT HOWARD,  
PUBLIC EMPLOYER PANEL MEMBER

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

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

7/7/00  
DATE

  
\_\_\_\_\_  
ROBERT HOWARD,  
PUBLIC EMPLOYER PANEL MEMBER

**Exhibit "A-1"**

**8 HOUR SCHEDULE**

The schedule to be implemented consists of an 8 hour day totaling 232 days worked in a year. The officers work as follows: (4) midnight tours (covering a weekend) followed by (2) days off. Then they work (4) day tours (covering a weekend) followed by (2) days off. They then work (4) afternoon tours (covering a weekend) followed by (2) days off. They then work (3) midnight tours followed by (3) days off (a weekend). They then work (3) day tours followed by (3) days off (a weekend). They then work (3) afternoon tours followed by (2) days off before the cycle begins again. Thus, they work three (3) weekends in a row then have two (2) weekends off in a cycle. The exception to this is during the "summer season" as defined in the Agreement (Memorial Day through and including September 10). During the summer season officers are required to work "payback" (extra tours during their scheduled weekends off) tours. These "paybacks" are worked on a Saturday during the first weekend scheduled off and on a Sunday on the second weekend scheduled off. During the three major summer holidays (Memorial Day, 4<sup>th</sup> of July and Labor Day), there is a Monday "payback" tour as well.

Two other components of the 8 hour tour include "floating days" which are days worked during the year to ensure that all officers actually work 232 days and "training days" which are included in the 232 day schedule.

# Exhibit "A-2"

## 8 HOUR SCHEDULE

POLICE OFFICERS SQUAD SCHEDULE ECOD

		JANUARY - 2000																								FEBRUARY																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8									
BOX	SQD	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T									
1	1	D	D	D	X	X	A	A	A	A	T	X	M	M	X	X	X	X	D	D	D	X	X	X	A	A	A	X	X	M	M	M	M	X	X	D	D	D	D	D	D	D	D						
2	2	A	A	X	X	M	M	M	X	X	A	A	X	D	D	X	X	A	A	A	A	X	X	M	M	M	M	M	X	X	D	D	D	D	D	D	D	D	D	D	D	D	D						
3	3	X	X	X	D	D	D	X	X	X	A	A	X	X	X	M	M	M	M	X	X	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
4	4	X	X	A	A	A	X	X	M	M	M	M	X	X	D	D	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
5	5	M	M	M	M	X	X	D	D	D	D	T	X	A	A	A	A	X	X	M	M	M	M	X	X	X	D	D	X	X	X	A	A	X	X	M	M	M	M	X	X	A	A						
MARCH																																																	
1	1	X	A	A	A	A	X	X	M	M	M	X	X	D	D	J	X	X	X	A	A	X	X	M	M	M	M	X	X	D	D	D	D	D	D	D	D	D	D	D	D	D	D						
2	2	X	M	M	X	X	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
3	3	D	D	X	X	X	M	M	M	M	M	M	X	X	A	A	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
4	4	A	X	X	M	M	M	M	M	M	M	X	X	A	A	A	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
5	5	X	X	D	D	D	T	X	A	A	A	X	X	M	M	M	X	X	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
APRIL																																																	
1	1	M	M	M	X	X	X	D	D	D	X	X	X	A	A	A	X	X	M	M	M	M	X	X	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
2	2	D	D	D	X	X	M	M	M	M	M	M	M	M	M	D	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
3	3	A	X	X	D	D	D	D	T	X	A	A	A	A	X	X	M	M	M	M	M	M	X	X	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
4	4	X	A	A	A	A	X	X	M	M	M	X	X	D	D	D	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
5	5	X	A	A	A	A	X	X	M	M	M	X	X	D	D	D	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
MAY																																																	
1	1	M	M	M	X	X	X	D	D	D	X	X	X	A	A	A	X	X	M	M	M	M	X	X	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
2	2	D	D	D	X	X	M	M	M	M	M	M	M	M	M	D	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
3	3	A	X	X	D	D	D	D	T	X	A	A	A	A	X	X	M	M	M	M	M	M	X	X	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
4	4	X	A	A	A	A	X	X	M	M	M	X	X	D	D	D	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
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JUNE																																																	
1	1	D	D	X	X	A	A	A	X	X	M	M	M	M	M	X	X	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
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3	3	X	X	D	D	D	D	T	X	A	A	A	A	X	X	M	M	M	M	M	M	X	X	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
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JULY																																																	
1	1	A	X	X	M	M	M	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
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AUGUST																																																	
1	1	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	M	M	M	M	X	X	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
2	2	X	A	A	A	A	X	X	M	M	M	M	M	M	M	D	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
3	3	M	M	M	P	X	X	D	D	T	X	A	A	A	X	X	M	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
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SEPTEMBER																																																	
1	1	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	M	M	M	M	X	X	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
2	2	X	A	A	A	A	X	X	M	M	M	M	M	M	M	D	D	D	D	D	D	D	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
3	3	M	M	M	P	X	X	D	D	T	X	A	A	A	X	X	M	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
4	4	D	D	X	X	P	A	A	A	X	X	M	M	M	M	M	M	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
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OCTOBER																																																	
1	1	X	A	A	A	A	X	X	M	M	M	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
2	2	M	M	M	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
3	3	D	D	X	X	A	A	A	X	X	M	M	M	M	M	M	M	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
4	4	A	X	X	M	M	M	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
5	5	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
NOVEMBER																																																	
1	1	M	M	M	X	X	A	A	A	X	X	M	M	M	M	M	M	M	M	M	M	X	X	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A							
2	2	D	D	X	X	A	A	A	X	X	M	M	M	M	M	M	M	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
3	3	X	X	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
4	4	X	X	D	D	D	X	X	A	A	A	X	X	M	M	M	M	M	M	M	M	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
5	5	X	A	A	A	A	X	X	M	M	M	X	X	D	D	D	D	D	D	D	D	X	X	D	D	D	D	D	X	X	A	A	A	X	X	M	M	M	M	X	X	A	A						
DECEMBER																																																	
1	1	D	D	X	X	A	A	A	X	X	M	M	M	M	M	M	M	M	M	M	M	X	X	D	D	D	D	X	X</																				