

STATE OF NEW YORK, COUNTY OF SUFFOLK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Impasse Between

COUNTY OF SUFFOLK

and

SUFFOLK COUNTY SUPERIOR OFFICERS
ASSOCIATION, INC.

Case No. 74-126

OPINION

and

AWARD

ARBITRATION PANEL:

LEONARD COOPER, ESQ.
JOSEPH FASBACH
WILLIAM FRIEDMAN, ESQ.

APPEARANCES:

County

LEONARD S. KIMMELL, ESQ. - Counsel
SUE GAGIN Assistant Director of
Labor Relations

Superior Officers

J. ROBERT ANNINO, ESQ. Counsel
RICHARD E. CRONK President
JOSEPH A. LAGHIEZZA First Vice-President
ROBERT G. BAZOGUE Second Vice-President
EDMUND M. ERICKSON Treasurer
THOMAS A. GROSS Director



This matter has been arbitrated pursuant to Suffolk County Local Law No. 26-1974, a Local Law amending Local Law No. 7-1967, as last amended by Local Law No. 6-1974, pertaining to the Suffolk County Public Employment Relations Board, and more particularly Section 7 of said Local Law No. 26(d)(3) which says:

"(i) If the dispute is not resolved within ten days' after submission of the fact finder's report to the board, the board shall refer the dispute upon petition of either party to a public arbitration panel as hereinafter provided;

(ii) the public arbitration panel shall consist of one member appointed by the county, one member appointed by the employee organization and one public member appointed jointly by the county and employee organization who shall be selected within ten days after receipt by the board of a petition for creation of the arbitration panel. If either party fails to designate its member to the public arbitration panel, the board shall promptly, upon receipt of a request by either party, designate a member associated in interest with the county or employee organization he is to represent. Each of the respective parties is to bear the cost of its member appointed or designated to the arbitration panel and each of the respective parties is to share equally the cost of the public member appointed jointly. If, within seven days after the mailing date, the parties are unable to agree upon the one public member, the board shall submit to the parties a list of qualified, disinterested persons for the selection of the public member. Each party shall alternately strike from the list one of the names with the order of striking determined by lot, until the remaining one person shall be designated as public member. This process shall be completed within five days of receipt of this list. The parties shall notify the board of the designated public member. The cost of the one person designated as public member from the list submitted by the board is to be paid by the board. The public member shall be chosen as chairman;

(iii) the public arbitration panel shall hold hearings on all matters related to the dispute. The parties may be heard either in person, by counsel, or by other representatives, as they may respectively designate. The parties may present, either orally or in writing, or both, statements of fact, supporting witnesses and other

evidence, and argument of their respective positions with respect to each case. The panel shall have authority to require the production of such additional evidence, either oral or written as it may desire from the parties;

(iv) all matters presented to the public arbitration panel for its determination shall be decided by a majority vote of the members of the panel. The panel, prior to a vote on any issue in dispute before it, shall, upon the joint request of its two members representing the public employer and the employee organization respectively, refer the issues back to the parties for further negotiations;

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel may, but shall not be bound to, adopt any recommendation made by the fact finder, and shall, so far as it deems them applicable, take into consideration the following and any other relevant circumstances:

a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the 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 county to pay;

c. comparison of 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. such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of the county legislative body or other municipal authority."

On October 18, 1974, the Suffolk County Public Employment Relations Board appointed Leonard Cooper as the public arbitrator in the instant matter. Previously, County of Suffolk (County) had appointed Joseph Fasbach as arbitrator and Suffolk County Superior Officers Association (SOA) had appointed William Friedman as arbitrator. Together the three named acted as the panel of arbitrators for purposes of reaching a final and binding determination with regard to the issue as hereinafter stated.

Pursuant to said appointments, arbitration sessions were held on October 22, 1974 and October 24, 1974. Both parties were present and were given an opportunity to present evidence, testimony and arguments in support of their respective contentions.

ISSUE

Under the terms of the collectively negotiated agreement between County and SOA, what shall the salary be for 1974?

BACKGROUND

Prior to 1971, the Suffolk County Patrolmens Benevolent Association (PBA) represented and negotiated for SOA. It was not until 1971 that SOA negotiated on behalf of Superior Officers. The bargaining unit represented all ranks commencing with the rank of Sergeant through the rank of Deputy Chief Inspector.

The agreement now in effect between the parties commenced on January 1, 1973 and is to terminate on December 31, 1974. However, contained therein is a right to reopen as of January 1, 1974. The purpose of the reopener

is stated in Schedule A of the Agreement (Ex. J 1), which says:

"The Superior Officers shall have the right to reopen for negotiations the above salary schedule effective January 1, 1974, provided that by such date an agreement has been negotiated and a written contract executed between the County of Suffolk and the Suffolk County Patrolmen's Benevolent Association, Inc. covering rates of pay and other conditions of employment for patrolmen, policewomen and detectives for 1974. In the event such agreement has not been negotiated and executed by January 1, 1974, the Superior Officers agree to defer such right to reopen until such time as an agreement between the County and the P.B.A. has been negotiated and a written contract executed. In such event, any change in the salary schedule for Superior Officers that may be agreed upon by the parties shall be made retroactive to January 1, 1974."

It should be noted that County and PBA entered into a new two-year agreement commencing January 1, 1974. The salary structure contained therein provides for parity with Nassau County patrolmen and detectives on October 1, 1974.

Suffolk County had originally proposed parity with Nassau County for the following ranks:

Sergeant
Detective Sergeant
Lieutenant
Detective Lieutenant
Captain
Detective Captain.

Subsequently, County proposed a 5% increase on January 1, 1974 and an 8% increase on October 1, 1974. Finally, at the fact finding hearing, County proposed 5% on January 1, 1974 and 8% on July 1, 1974. SOA proposed a salary differential of \$1,500. between the rank of Detective, Step 3, and Sergeant.

The parties have maintained their position relative to proposals for

purposes of this arbitration despite the fact that on September 27, 1974 a fact finder recommended a 13% increase in two equal installments, one installment occurring on January 1, 1974, and the other installment occurring on July 1, 1974. It should be noted that County accepted the fact finder's recommendation while SOA rejected the recommendation.

In making his recommendation, the fact finder stated:

"This recommendation of 13% in two equal installments exceeds the applicable Consumer Price Index of 9.1% by 3.9% while at the same time providing actual cash payout in 1974 of 9.75%, also in excess of the applicable Consumer Price Index. It is noted that the entire agreement expires on December 31, 1974 and the County and SOA can once again negotiate salary levels as part of reaching agreement on the various terms and conditions of employment."

POSITION OF SOA

1. In 1969 when Superior Officers were part of the PBA bargaining unit, a differential of \$100 existed between the ranks of Detective, Step 3, and Sergeant. In 1970, while still negotiating as part of the PBA negotiating unit, the differential was increased to \$200. In 1971, the first year in which SOA represented Superior Officers, the differential jumped to \$600, in 1972, to \$800, and finally, on January 1, 1973, to \$1,056.

SOA says these were hard-fought gains, wherein County recognized that a difference existed between the responsibilities of Detective, Step 3, and the Sergeant; that it would not be appropriate for anyone to minimize the existing difference nor would it be appropriate to reduce said difference. It would in fact be more appropriate to increase the difference between Detective, Step 3, and the

Sergeant to remain consistent with the pattern that had developed since 1971 and to recognize the growing trend to widen salary spreads between patrolmen and superior officers as reported in Report on Police National Advisory Commission on Criminal Justice Standards and Goals, January 23, 1973, p.358, and in Police Reporter, Vol. 1, Number 1, May 20, 1974. (Ex. SOA 1)

2. SOA maintains that the language contained in the last paragraph of Schedule A (Ex. J 1) means that there is a relationship between what the members of PBA earn and what the Superior Officers would earn. Further, that if a PBA salary schedule is not established, there is no base from which to negotiate Superior Officers' salaries.

3. SOA points out that there has always been a relationship in their unit, at least amongst themselves, in that a differential between ranks was worked out for the benefit of their membership so that all knew precisely where they stood with regard to the rank below them and the rank above them. They further argue that at one time there was a "tandem" relationship between the PBA contract and their contract.

The contract between the parties entered into as of January 1, 1971 provided:

"The salaries for Superior Officer during 1972 shall be based upon the following formula:

Sgt. \$800. over highest paid non-Superior Officer"(Ex. SC 1)

The main thrust of SOA's presentation is to the effect that differentials must be maintained, must be increased, and that a reduction of the existing differentials stymies and impedes progress. They argue that all that they have

been able to do since 1971 by way of increasing the differential should not be destroyed.

4. Finally, SOA argues that one of the major factors in determining increases is cost of living. While it is true that the cost of living index for the year 1973 rose by 9.1% as shown in the fact finder's report, page 7, wherein it states:

"...In December 1972 the New York Index was at 133.7. In December 1973 this Index was at 145.9, an increase of 9.1%..."
(Ex. SOA 4),

it is nevertheless a fact that any benefit derived from the reopener cannot occur until at least November 1974. Thus SOA membership did not have use of the money in 1974. Therefore, in determining an increase for the year 1974, the cost of living factor should at least include the period up to the arbitration award.

POSITION OF COUNTY

1. The County argues that the so-called tandem relationship between the County and SOA was broken in 1973 when County offered, and SOA accepted, a 6.3% increase for that year. County states that the PBA received a 5% increase and that they offered SOA 6.3% as an incentive to remove the tandem relationship. SOA did not deny this nor did they deny their understanding that subsequent to the 6.3% salary increase, they would be negotiating on merit only, without any relationship to prior existing contracts between the County and PBA.

2. County submitted as evidence a Memorandum of Agreement (Ex. SC 2) dated May 1973 (no date appears), executed by James F. Van Norman, attorney,

who at the time of execution thereof was attorney for SOA. Paragraph 2(d) of said Memorandum reads:

"The present tandem relationship between the PBA and the Superior Officers shall, except as provided herein, be terminated."

SOA argues that Mr. Van Norman never had their authority to agree to such language. SOA further argues that they did not become aware of this Memorandum until about the summer of 1974 and did not see the Memorandum for the first time until September 23, 1974. They argue that the Memorandum of Agreement is not valid since a number of items appearing therein were not ultimately included in the final contract and Paragraph 2(d) would not have been included had they been aware of it.

County argues that in a letter from Mr. Fasbach, Director of Labor Relations of Suffolk County to Lieutenant Cronk dated June 25, 1973 (Ex. SC 3), reference is made on page 2 to the Memorandum of Agreement and said letter was signed by Lieutenant Cronk to indicate that he agreed with what the letter contained. Although Lieutenant Cronk had no recollection of having read page 2 of said letter, upon being given an opportunity to refresh his recollection, he stated that at the time he thought that the Memorandum of Agreement referred to in the letter had solely to do with the next sentence which provided that the Superior Officers will not participate in a strike, work stoppage, or job action.

3. County stated that the only reason for the language in Schedule A (Ex. J 1) was to insure that in the event of a PBA strike, the Superior Officers

would not be in a position to join in said strike.

DISCUSSION

A reopener clause should maintain standards wherever and whenever possible. But what standards do we speak of? Are we to say that simply because a pattern exists in a previously negotiated contract containing a reopener, that the pattern must be preserved merely for the sake of maintaining a standard? Do we take into consideration factors which have an effect on a standard? Is there a time when a standard becomes inoperative? Is one of the parties entitled to continue on a course merely because they have successfully done it in the past?

If the answers to all these questions are "yes", then one supposes the arbitrators would have a simple job in that they would say that this is what you have had and this is what you are entitled to continue to have. Such is not the case here. If we were to agree with the contention of SOA that their differentials must be maintained and/or increased to \$1,500, then we would be saying that it is fair and equitable to provide increases ranging from 20.1% for the Sergeant down to 15.2 for the Deputy Chief Inspector (Ex. SOA 4).

We are persuaded, and the evidence supports the County's contention, that when the 6.3% increase was offered by the County and accepted by SOA, the parties understood and impliedly agreed that hereinafter negotiations would not be subject to any previous agreement relating to a tandem relationship providing for differentials. That, in fact, it was their intention to negotiate without any standards or differentials which may have been in effect previously.

With regard to SOA's argument concerning the cost of living figures that should be utilized as a factor in determining the salaries for 1974, we conclude that no consideration should be given for those figures subsequent to December 31, 1973.

Unfortunately, this is the peril of bargaining and ofttimes resolution does not come until long after a contract has expired. In determining a fair and equitable salary increase, one should calculate only during the period of entitlement. The cost of living figures for 1974 should be considered when bargaining for a new agreement.

Throughout the testimony of both SOA and County, the thread of parity was evident. County contended that the reason for the huge increase to PBA was not because there was any logic in defining cost of living or in defining the value of the work performed. The sole reason for the increase given to PBA was to reach parity with Nassau County policemen. This was done in two stages and by contract, Suffolk County PBA attained parity with Nassau County PBA on October 1, 1974. At this point County offered SOA parity with like grades in Nassau County. This was refused. At this point, SOA was not interested in parity, but was interested only in maintaining and increasing differential.

It is our view that the logic and reason provided by the fact finder was sound, basically fair and basically equitable. In providing for increases, he did three things:

1. He provided for a 13% increase over the course of the year so that the base from which negotiations will begin on January 1, 1975 will be

13% higher than it is now, despite the fact that new money for the year 1974 came to 9.75%.

2. The increases provided allows for Suffolk County Superior Officers in all ranks save two (Sergeant and Detective Sergeant) to exceed the salary levels of their counterparts in Nassau County.

3. He provided a sufficient increase in new money during 1974 to exceed the increase in the cost of living during 1973.

Therefore we concur with the fact finder's recommendation except that it is our view that the rank of Sergeant and Detective Sergeant shall receive salaries as follows, so that those ranks shall be on a par with comparable ranks in Nassau County:

	<u>Effective January 1, 1974</u>	<u>Effective July 1, 1974</u>
Sergeant	\$ 17,246.00	\$ 18,349.00
Detective Sergeant	18,155.00	19,409.00

AWARD

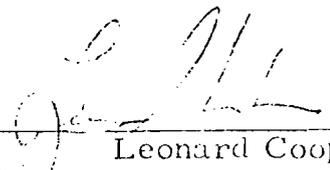
We find that on the entire record before us, the increase provided for below shall be distributed in two equal installments, the first half of which is to take effect on January 1, 1974 and the remaining half to take effect on July 1, 1974.

	<u>Rate 12/31/73</u>	<u>Amount of 1974 Increase</u>
Sergeant	\$ 16,142.00	\$ 2,207.00
Detective Sgt.	16,900.00	2,509.00
Lieutenant	18,563.00	2,413.00
Det. Lieutenant	19,435.00	2,527.00
Captain	20,410.00	2,653.00
Det. Captain	21,378.00	2,779.00

Rate 12/31/73 (cont'd) Amount of 1974 Increase (cont'd)

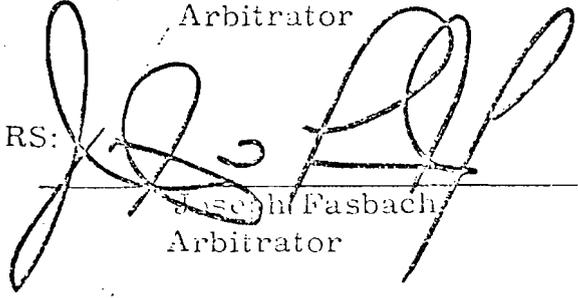
Deputy Inspector	22,419.00	2,914.00
Inspector	24,419.00	3,174.00
Deputy Chief Inspector	26,919.00	3,499.00.

Dated, Mineola, New York
November 5, 1974



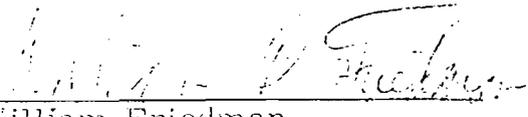
Leonard Cooper
Arbitrator

CONCURS:



Joseph Fasbach
Arbitrator

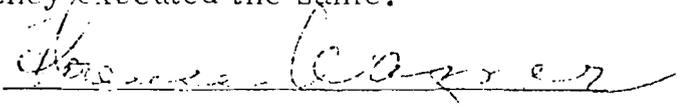
DISSENTS:
(Opinion to Follow)



William Friedman
Arbitrator

STATE OF NEW YORK)
COUNTY OF NASSAU)ss:-

On this 5th day of November, 1974, before me personally came and appeared Leonard Cooper, Joseph Fasbach, and William Friedman, to me known and known to me to be the individuals described in and who executed the foregoing instrument and they acknowledged to me that they executed the same.



FLORENCE WAGNER
NOTARY PUBLIC, State of New York
No. 41-4120370 - Queens County
Term Expires March 30, 1975

EXHIBITS

- Joint 1 Existing Agreement between County and SOA
- Joint 2 Existing Agreement between Suffolk County and Suffolk County PBA.
- SOA 1 Initial proposal made by SOA on March 1, 1974 which includes all exhibits submitted to fact finder.
- SOA 2 Position of County submitted to fact finder.
- SOA 3 Letter by County to fact finder dated September 26, 1974.
- SOA 4 Report of fact finder
- SC 1 Agreement between County and SOA 1971-72.
- SC 2 Memorandum of Agreement between County and SOA dated May 1973.
- SC 3 Letter from Joseph Fasbach to Richard Cronk dated June 25, 1973.
- SC 4 Nassau County PBA agreement.

DISSENTING OPINION

Ordinarily a dissenting opinion in an arbitration would be found attached to the majority opinion and released at the same time. But this arbitration between the County of Suffolk and the Suffolk County Superior Officers Association, Inc. (SOA) was no ordinary arbitration.

This arbitration was the first under the new law providing for binding arbitration as the last step in negotiations involving police in Suffolk County. The three member panel was chosen in accordance with the law. Mr. Fasbach, who was the chief negotiator of Suffolk County, was chosen by the county. I was chosen by the SOA. Mr. Cooper was proposed by the county and accepted by the SOA as the public member.

Since there was no precedent for these proceedings, the arbitrators met alone to set the procedure to be used. There was no dispute as to the procedure used for the hearings required by the law. Each side presented its evidence in both written and oral form. There was no transcript kept in keeping with the requests of both sides and no oral testimony was sworn. There was an attempt to limit the evidence to that presented to the fact finder but this was overruled by the arbitration panel. I believe that the conduct of the hearings was fair in all respects and in full compliance with the intent and letter of the law.

Upon the completion of the hearings, the arbitrators met again to agree upon the procedure to be used in reaching a decision and making the written report required

by the law. Mr. Cooper said he wanted to read all the exhibits presented which the other two arbitrators had already read. At this point I assumed erroneously that Mr. Cooper intended to decide this arbitration on the evidence presented at the hearing. A date was set so as to permit him to review the record. At the one meeting the arbitrators had to review the record, Mr. Cooper said he had reached no conclusions, would draft a report, would discuss the draft with the other arbitrators, and if a majority position could be found, a final report would be written. At the request of SOA and after this meeting but before receiving Mr. Cooper's draft, I called Mr. Cooper to request his permission to submit a draft of what I believed to be a fair and equitable settlement. Mr. Cooper requested that I wait to read his draft and I complied. When I finally met with the other arbitrators, I saw not a draft but a final report that was immediately accepted by the county's arbitrator. I was never told what was in this report until I saw the final copy. I dissented and noted that my opinion would follow. What justification Mr. Cooper had for this procedure was never disclosed.

When the arbitrators met for deliberations, Mr. Cooper brought up the fact finder's report which the county had accepted. He said, "Don't you think the fact finder did a good job." I agreed with him insofar as he considered the cost of living factor in deciding the salary schedule for SOA. The 13% for such factor was correct. I said he did not consider the Nassau County parity factor. Mr. Cooper then said that the

fact finder actually decided on such parity. I pointed out that he expressly rejected such a finding. At this point Mr. Cooper said that the "sole basis" for the Suffolk County PBA settlement was parity with Nassau and he should know because he was the mediator involved in the settlement and that he intended to use this factor alone in deciding this arbitration. I pointed out to him that at the hearings the county admitted that both Nassau parity and cost of living were used in reaching a settlement with the Suffolk PBA. Mr. Fasbach remained silent during this debate. Mr. Cooper was not interested in the record made at the hearings. I also pointed out to Mr. Cooper that the 1973 contract salary structure was ratified by the SOA on the basis of a strict formula, which at the hearings the County denied any knowledge despite the overwhelming evidence that it in fact knew or should have known of this formula.

At this point the discussions focused on the issue of the union busting impact an award of Nassau parity coupled with a disruption of the differential structure that SOA had agreed upon among its own ranks would have on the SOA. Mr. Fasbach said he had no interest in this impact and his information disclosed that most SOA members would like to return to the PBA in a single unit anyhow. Mr. Cooper had already disclosed at the hearings that he favored a single unit for police negotiations.

It was pointed out that if SOA got Nassau parity the SOA would get an artificially depressed differential. In Nassau, there is a single unit containing both patrolmen

and Superior Officers. Mr. Cooper pointed out that he was a member of the Nassau mini-PERB and had voted for this single unit. He would not consider the letter from Nassau SOA stating that a two unit negotiation process as now exists in Suffolk would eliminate this artificially depressed differential. In fact, Mr. Cooper knew from the hearings and discussions among the arbitrators that when SOA in Suffolk was part of PBA for negotiations the differential was \$100 and \$200. After separation, it went to \$600, \$800 and \$1056. Nassau parity would reverse this trend to increase differential and would, in fact, cut it by more than half. By this more than halving the differential, Mr. Cooper knew there would be little reason for SOA members to believe a separate unit is needed for negotiations. But a reimposition of single unit negotiations for police would be consistent with Mr. Cooper's view.

With regard to the disruption of the SOA formula among its own ranks, Mr. Fasbach denied any knowledge thereof. Mr. Cooper knew the hearings disclosed that this formula was arrived at by SOA as an essential part of its ratification process for the 1973-1974 contract. Mr. Cooper knew police traditionally bargain with internal differential formulae but said since the County never agreed to it, he would not follow it although he knew it would disrupt SOA's ability to organize for future negotiations.

At the hearings, the County did not present any specific evidence as to its inability to pay the salary schedule requested by SOA. In fact, both Mr. Kimmell, the County's labor attorney, and Mr. Fasbach stated for the record that the county's police budget was 90 million dollars. I suggested if this was the situation then there was no need for this arbitration--there would be more than enough money for everyone (the police budget for 1974 was 50 million, the police request for 1975 was 70, and the expected budget approval is about 60). Nevertheless, Mr. Cooper required me to give him cost figures for each settlement I recommended. Each time, Mr. Cooper found the County's inability to pay the reason for his rejection despite the record of the hearings. Any fair minded person would have to admit that with a 90 million dollar budget for police, SOA could get twice what it requested without any real adverse impact on that budget. Once again Mr. Cooper showed his decision would be based on facts and information not derived from the hearings but from sources unknown to me.

The County made much of a May 1973 memorandum signed by Mr. Fasbach and the then SOA attorney. Mr. Fasbach said he and County Executive Klein believed SOA reneged on this May memorandum which he said "I showed to every member of the SOA negotiating team and asked them if they knew what they give up" with regard to the breaking of the "present tandem relationship" with PBA. When I asked him what they gave up, he said "everything" but he would not go so far as to say that SOA was not entitled to any

salary increase for 1974 or on what basis the raise should be granted. In the negative sense, the memorandum he said meant that the fixed differential between PBA and SOA was broken. But on this subject there was no dispute at the hearings. SOA President Cronk testified that the PBA and SOA were to have an "independent" relationship with regard to salary but this did not mean that the factor of the differential between supervisors and subordinates would be ignored when SOA negotiated future salary schedules. Unlike the fact finder who found that the memorandum eliminated any "automatic accruals" of PBA salary gains to SOA, Mr. Cooper said differential would not be considered in the award because of this memorandum. And so for the first time I know of, a salary for a supervisory staff has been determined without regard for the salary of those supervised.

Thus, the county and Mr. Cooper decided that the degree of responsibility in a nonelected public employee will not be considered in determining his salary. Having decided that differential between the supervisor and his subordinates was irrelevant to determining salary, the majority of the arbitration panel also decided to ignore the differential formula among the SOA ranks. To the majority, the police department, which at one time was thought to be best organized along paramilitary lines, should now become a parapolitical department. The majority should rule and those who seek higher responsibilities should do so not for the dollar reward but for the personal power.

Mr. Cooper in his award, as in the discussions among the arbitrators stated that "The sole reason for the increase given to PBA was to reach parity with Nassau County policemen." He only raised the salaries of the ranks of Sergeant and Detective Sergeant as Mr. Fasbach had offered during arbitration. This conformed to Mr. Cooper's desire to give the majority of SOA membership some small consolation for the the failure to met their just and reasonable expectation not to see their differential cut in half.

Mr. Cooper was not going to have his parity award go without support from the fact finder. In his decision he states that "It is our view that the logic and reason provided by the fact finder was sound, basically fair and basically equitable." But the fact finder specifically rejected parity and accepted cost of living as the basis of his report. He wrote the following:

Thus maintainance of standard in resolving a salary reopener is confined to the Agreement and not subject to an outside event such as the PBA settlement as offered by SOA. The Consumer Price Index is a good reference point.

It is my opinion that the solution offered by the fact finder (cost of living) and the majority of the arbitrators (parity) is unsupported by any evidence presented at the hearings. Three factors should be considered in setting the SOA salarary schedule for 1974. These are cost of living, parity and differential.

The cost of living factor should be 13% as determined by the fact finder. This would be consistent with the SOA rate set in 1973. When the cost of living for the

calendar year 1972 was 4.45%, SOA got a 6.3% increase in the pay of Sergeants for 1973. Using the same rate for 1974, the 9.1% increase for 1973 should result in a 13% increase for the 1974 salary.

With regard to parity with Nassau County, this parity should be based upon the salary actually paid to a Nassau County policeman for 1974 and not some adjustment of salary base--a Nassau County Sergeant will receive \$18,349 for 1974.

The differential for SOA since it has become a separate negotiating unit has been a steady increase of 1/3 a year (600-800-1056). On this basis, a differential of about \$1400 would be consistent with this standard.

As previously stated, any disruption with the SOA internal differential formula, the heart of the 1973 ratification, would be a blatant union busting action having no justification in good administrative salary structure-- pay a man for his sense of responsibility not his sense of power.

The decision I propose is that the Sergeant receive an increase of 13% in salary, have a yearly salary and base differential of \$1403, and be short of Nassau parity by \$109. This is to be accomplished by doubling the fact finder's July 1st increment. This will result in the salary schedule attached hereto.

Dated: November 11, 1974

William D. Friedman

SALARY SCHEDULE

Rank	Base 1/1/74	Base 7/1/74	Yearly salary	Per cent increase
Sergeant	17191	19289	18240	13
Detective Sergeant	17949	20047	18998	12.4
Lieutenant	19770	22182	20976	13
Detective Lieutenant	20642	23054	21848	12.4
Captain	21747	24400	23074	13.1
Detective Captain	22706	25359	24033	12.4
Deputy Inspector	23747	26400	25074	11.8
Inspector	25747	28400	27074	10.9
Deputy Chief Inspector	28247	30900	29574	9.9