

SUFFOLK COUNTY PUBLIC EMPLOYMENT
RELATIONS BOARD
Case No. 78-2 C.I.A.

RECEIVED
JUN 19 1978

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In the Matter of the Compulsory Interest :
Arbitration Between :
: :
THE COUNTY OF SUFFOLK :
: :
and :
: :
THE SUFFOLK COUNTY PATROLMEN'S :
BENEVOLENT ASSOCIATION, INC. :
-----X

AWARD OF ARBITRATION
PANEL

The Arbitration Panel

Gerald L. Sobol, Esq., Chairman and Neutral Member
Mr. Cleveland Johnson, Jr., Arbitrator Designated by the County
Mr. Eugene Greaves, Arbitrator Designated by the Association

APPEARANCES:

For the County
Leonard S. Kimmell, Esq.

For the Association
Richard Hartman, Esq.

The Arbitration Panel, after carefully considering
and weighing the evidence and testimony submitted at the hearings
and after carefully assessing the positions of the parties
in relation to the criteria required for it to follow in its
final determination, hereby makes the following:

A W A R D

The most recently expired collective bargaining
agreement, dated December 31, 1976 as modified
by the Arbitration Award immediately preceding
this Panel's Award, dated December 5, 1977, is
renewed and extended through December 31, 1980.

1. Wages - Section 4:

A. Effective January 1, 1979, all members of the bargaining unit shall receive an across the board increase of salary in the sum of ONE THOUSAND TWO HUNDRED EIGHTEEN (\$1,218.00) AND 00/100 DOLLARS.

B. Effective July 1, 1979, all members of the bargaining unit shall receive a cost of living adjustment based on an increase, if any, in the Consumer Price Index ("CPI") in the New York area between January 1979 and May 1979. Such increase shall be limited to not more than 3-1/3% predicated on a fifth year patrolman's salary and the dollar amount shall be prorated and paid to all members of the bargaining unit over the balance of the contractual year 1979. This increase shall not be considered part of the base salary for the purpose of retirement contribution, overtime compensation, holiday compensation, travel pay, pay for unused sick leave or any other benefit which is calculated on base salary for all purposes. In the event that the CPI for the New York area for November 1978 through November 1979 exceeds 7.5%, this cost of living adjustment shall become part of the base salary as of December 31, 1979.

C. Effective January 1, 1980, all members of the bargaining unit will receive an additional cost of living adjustment in an amount equal to the increase in the CPI for the New York area between November 1978 and November 1979 but in no event less than 5% or more than 7.5%. This CPI adjustment shall be multiplied by the January 1, 1980 base salary for a fifth year patrolman and the resulting dollar amount shall be paid equally to all members of the bargaining unit. One-half of the aforesaid increase shall be added to the base salary on January 1, 1980 and the second half on July 1, 1980.

2. Night Differential - Section 9:

There shall be a TWO HUNDRED (\$200.00) AND 00/100 DOLLARS increase in Night Differential for employees who work three tours effective January 1, 1980. For those employees who work two tours, the increase shall be ONE HUNDRED FIFTY (\$150.00) AND 00/100 DOLLARS, effective January 1, 1980.

3. Overtime - Section 17:

All scheduled overtime shall be paid at a straight time rate. For the purpose of this provision, scheduled overtime shall be defined to mean only that overtime for which an employee is notified on or before the end of his or her previous tour of duty but shall exclude court appearances, administrative hearings or proceedings before governmental agencies.

4. Work Schedules - Section 16:

All employees hired on or after January 1, 1979 shall work 17 additional tours of duty for each year of the Contract. Employees who reported to work on or after January 1, 1978 shall continue to work 10 additional tours for each year of the Contract. A committee shall be established consisting of two members of the Association, and one member each from the Police Department and County, respectively, to discuss and make recommendations pertaining to issues of work schedule, the number of days to be worked and the period of time after appointment that an employee must work extra tours of duty.

5. All employees hired after the date of this Award shall receive 15 days vacation, 13 days sick leave and 3 personal days in lieu of the current contractual arrangement applicable to the aforesaid benefits.

6. Detective Status - Section 38:

The procedure contained in this provision shall be changed as of the date of this Award as follows: In the event the Department intends to return an employee detailed as a detective to the uniformed force, an administrative hearing shall be held, at which time the Department's burden will be to show that the detective is unable to perform his duties properly. The Department need not show that its action is the result of a disciplinary problem as is the case in the typical disciplinary hearing. The Police Commissioner shall appoint a hearing officer and there will only be a limited review of the administrative proceeding. Any appeal to a court of competent jurisdiction shall be limited to a determination of whether the administrative

ruling was arbitrary or capricious and shall not be a de novo review of the Police Commissioner's action.

7. Outside Employment - Section 29:

The contractual provision as amended by the previous interest Arbitration Award shall remain in full force and effect. However, in those specific individual cases where the Police Commissioner deems that an officer's outside employment is in some manner compromising his position as a police officer, the Police Commissioner may direct that the police officer cease such employment. (For example, if an officer uses his official position in his outside employment to gain an unfair advantage over competitors.) In those special instances, the Police Commissioner can direct that the officer in question terminate such employment. All such decisions of the Police Commissioner shall be subject to the grievance procedure of the Contract.

8. Polygraph:

The previous Arbitration Panel's Award provided that no polygraph can be taken without the employee's consent. While the Panel is generally not in favor of the mandatory use of the polygraph as a measure to determine an individual's culpability, the Panel does respect the fact that experienced police officials have testified that the use of the polygraph may be extremely helpful in certain cases. We therefore do not want to totally deny the Department, in those special circumstances, the right to conduct such a polygraph test. The Panel therefore directs that the Police Commissioner make application for the administration of any polygraph test to the Chairman of the Panel herein who shall retain jurisdiction for that limited purpose.

9. Sick Leave - Section 19(f):

Any reference to Code 301 pertaining to disease of the heart shall be eliminated from this Contract provision. The Panel believes that there is a worker's compensation procedure that governs whether or not a disease or injury is job related. Therefore, since there may be some cases where the disease is claimed not to be job related, it is inequitable to automatically place this heavy

financial burden on the County. However, the Panel awards that the County shall be bound by the decision of the worker's compensation board and any appeals therefrom.

10. Past Practice - Section 35:

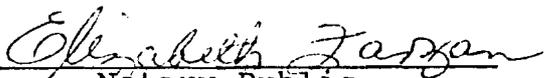
As of the date of this Award all of the blood days, shoot days and commendation days provided for in this provision of the Contract as modified by the previous Arbitration Award, shall be eliminated. The balance of this section dealing with past practice shall remain in full force and effect.

As heretofore stated, the other terms and conditions of the previous agreement shall remain in full force and effect except as they have been voluntarily changed by mutual agreement of the parties or by the terms of this Arbitration Award.

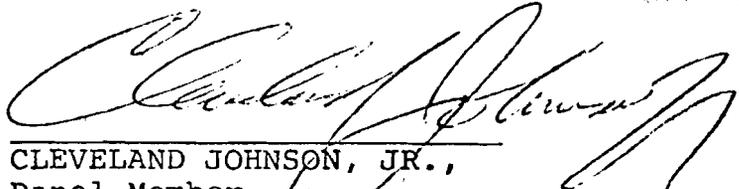

GERALD L. SOBOL, Chairman

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1 day of June, 1979, before me personally came and appeared GERALD L. SOBOL, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.


Notary Public

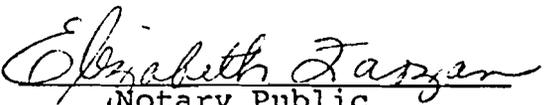
ELIZABETH FARZAN
Notary Public, State of New York
No. 52-4673662
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires March 30, 1980

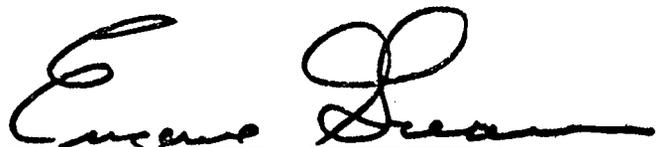

CLEVELAND JOHNSON, JR.,
Panel Member
(Concurring in part and
Dissenting in part)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1 day of June, 1979, before me personally came and appeared CLEVELAND JOHNSON, JR., to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

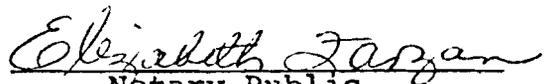
ELIZABETH FARZAN
Notary Public, State of New York
No. 52-4673662
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires March 30, 1980


Notary Public


EUGENE GREAVES, Panel Member
(Concurring in part and
Dissenting in part)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1 day of June, 1979, before me personally came and appeared EUGENE GREAVES, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.


Notary Public

ELIZABETH FARZAN
Notary Public, State of New York
No. 52-4673662
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires March 30, 1980

SUFFOLK COUNTY PUBLIC EMPLOYMENT
RELATIONS BOARD
Case No. 78-2 C.I.A.

-----X
In the Matter of the :
Compulsory Interest Arbitration :
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Between : OPINION OF ARBITRATOR
 : DESIGNATED BY THE COUNTY
THE COUNTY OF SUFFOLK :
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And :
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THE SUFFOLK COUNTY PATROLMEN'S :
BENEVOLENT ASSOCIATION, INC. :
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After twenty hearings spanning a time frame of six months, at which testimony was taken from several witnesses, the Arbitration Panel made the following determinations:

1. A two-year contract was unanimously agreed to as an indication of the fact that we have already passed the half-way mark in the first year that this Award will cover.

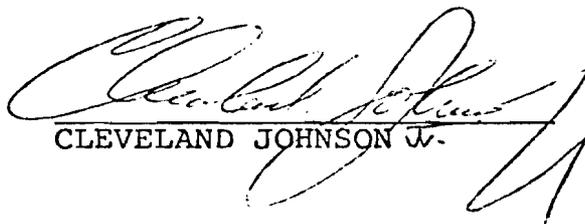
2. Wage increases and cost of living adjustments over the two-year period of the contract total \$3,681. From a current salary of \$21,000 to a final adjusted salary of \$24,681 (depending upon the CPI for periods indicated in the Award paragraphs 1(a), (b) and (c)), I dissent in this Award as it represents an amount I feel to be excessive to the County's ability to pay without additional burden to the taxpayers.

3. Night/Differential, Section 9. No demonstrated need has been advanced to warrant adding to the burden in this area. Therefore, I dissent from the Award.

4. The Award, as relates to work schedule has, in my opinion, not accomplished the County's aim of spreading the work load evenly across the board and achieving greater productivity from all members of the Force.

I, therefore, reluctantly agree (for to dissent would result in the contract remaining status quo on this Section) because it at least provides some movement in the direction of recognizing that one-way contracts must end and an awareness of fiscal responsibility must return to the bargaining table.

In summary, the other points of the Award, specifically having to do with overtime, detective status, outside employment, use of polygraph, sick leave and past practices, were agreed to by me as representing the best possible Award that could receive a majority vote.


CLEVELAND JOHNSON JR.

SUFFOLK COUNTY PUBLIC EMPLOYMENT
RELATIONS BOARD
Case No. 78-2 C.I.A.

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Compulsory Interest Arbitration :
 : OPINION OF ARBITRATOR
 : DESIGNATED BY THE
 : ASSOCIATION
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Between :
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BENEVOLENT ASSOCIATION, INC. :
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While I feel I could comment on each item of the Award, I have directed my attention to those three areas which I feel will most impact upon the terms and conditions of employment of a majority of my members; namely wages, due process for detectives, and diminution of benefits for new employees.

In my opinion, the wage increase, while not sufficient to meet the spiraling cost of living on Long Island, does give some recognition to the highly productive work of our members and the need for adequate remuneration to attract and retain the highest caliber of police personnel.

The due process clause for detectives will allow those members designated as investigators to perform their specialized functions without unnecessary concern for administrative or political reprisals, yet, allow the Commissioner discretion in those provable cases to maintain

the high caliber of personnel in the Bureau.

However, that portion of the Award regarding the work schedules is totally destructive to the police mission, because it establishes tiers whereby different groups of members, depending upon their dates of appointment, are required to work various work schedules, which is most counter-productive to an efficient operation, because police, by the very stressful nature of their duties, must work closely together, an almost impossible task where levels of benefits have been created. Fortunately, a committee has been established to thoroughly study these inequities, and I sincerely hope that the County and the Commissioner will treat that portion of the Award, concerning the committee, with the serious consideration it deserves.


Eugene Greaves

SUFFOLK COUNTY
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Compulsory
Interest Arbitration between

NEUTRAL MEMBER'S
OPINION AND REPORT

THE COUNTY OF SUFFOLK,

-and-

THE SUFFOLK COUNTY PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.

Case No. 78-2 C.I.A.
-----x

A P P E A R A N C E S:

For the County:

Leonard S. Kimmell, Esq.
Attorney

For the Association:

Richard Hartman, Esq.
Attorney

Before Arbitration Panel

Gerald L. Sobol, Esq.
Chairman and Neutral Member

Mr. Cleveland Johnson, Jr.
Arbitrator Designated by the County

Mr. Eugene Greaves
Arbitrator Designated by the Association

Pursuant to a petition to initiate compulsory interest arbitration under Section 3.3 et al. of the Rules and Regulations of the Suffolk County Public Employment Relations Board, the undersigned was designated as Chairman and Neutral Member of the Arbitration Panel to hear and decide the contractual issues in dispute between the parties.

Since the parties had initially presented for the Panel's consideration, in excess of 100 issues for our deliberation and determination, some time was devoted to mediation prior to the commencement of the formal hearings in order to attempt to assist the parties in resolving the outstanding economic and non-economic issues that were responsible for the impasse. Unfortunately, our efforts were modestly successful as the parties could only agree upon the resolution of what may be termed peripheral issues. Thus, the Panel was faced with the herculean task and the awesome responsibility of deciding almost every economic and non-economic issue that were or should have been the subject of the collective bargaining between the parties prior to the commencement of this proceeding.

Evidentiary hearings were conducted at 20 sessions, at which time an official transcript was made of the said hearings. The parties were afforded the full opportunity to present evidence including the examination and cross-examination of all witnesses and the introduction of any

relevant evidence bearing upon the issues. Parenthetically, it should be noted that the parties took full advantage of this opportunity to present their case as evidenced by the thousands of pages of transcript pertaining to the testimony of the witnesses and the myriad of exhibits presented in support thereof, including but not limited, to the budget for Suffolk County for 1979 and preceding years. The preponderance of the testimony naturally dealt with the County's ability or inability to fund salary increases and other increased benefits for the police officers for 1979 and possibly for 1980. Any reference in this award to the contract means the contract which expired on December 31, 1976 as modified by the previous arbitration panel's Award dated December 5, 1977.

It is my opinion that what the parties have done is to shift the burden of the collective bargaining process to this Panel. I would be less than candid if I did not express my opinion that the parties have abused the arbitration process by failing to resolve most of the issues that were the subject of this arbitration. Although undeniably resolution of the substantive issues was compounded by the vicissitudes of the economy affecting the County and its citizens including members of the bargaining unit, one must question the wisdom of leaving the determination to a third party of all these issues that have such a significant impact

for the County and its citizens including, of course, the members of this Association.

The Arbitration Panel is cognizant that the governing law requires us to consider certain factors in rendering our award. The Panel has carefully considered and weighed the evidence and testimony offered and has carefully assessed the positions of the parties based upon the following criteria in arriving at its determination:

1. A comparison of the wages, hours, fringe benefits and conditions of employment of the employees affected by the proceeding with the salaries and working conditions of other similarly situated employees in both the public and private sectors and in comparable communities;
2. The interest and welfare of the public;
3. A comparison of the working conditions of the police officers with the working conditions of individuals engaged in other trades or professions;
4. Consideration of the terms and conditions of employment established by the parties in their previously negotiated contractual agreements;
5. Any such other factors that are normally and customarily considered in determining a fair and equitable arbitration award.

ANALYSIS AND DISCUSSION OF EVIDENCE
RELATING TO THE ECONOMIC PROPOSALS

Each of the parties offered into evidence their respective proposals that they deemed necessary for our consideration. Of course, as in any proceeding wherein each of the parties presents numerous proposals, some of the proposals were more important to the parties than others and that was made manifestly clear during the course of the hearings by the type and quality of the evidence presented to the Panel.

Obviously, the parties were primarily concerned and devoted most of their presentation to their positions on the major economic matters. The County's demands, for the most part, was in support of maintaining the status quo with respect to the monetary issues such as salary increases and fringe benefits. The County additionally seeks the elimination of certain benefits currently received by the members of the Association such as "blood" days, "shoot" days and commendation days as well as other changes that in the County's opinion would increase productivity without a concurrent increase in the cost of providing such benefits. The County's overall position was what might be termed a tandem position of no increase in salaries and other fringe benefits coupled with an increase of productivity by the elimination of certain benefits and most importantly, an

increase in the work schedule of members of the Association. Currently as a result of collective bargaining and previous arbitration awards, approximately two-thirds of the members of the Association work a 232 day schedule. The balance of the Force, to wit, those officers who are deemed newly hired until they reach the fifth step of the salary schedule and employees having fixed tours and detectives, work a total of 242-249 days. The County considers this proposal one of the most crucial in all of its demands as according to the County, it will give it the ability to increase the police services offered to its citizens without additional cost. As it now stands, any such additional time over the 232 days is performed on a voluntary basis and is considered overtime paid on a straight time basis. The County contends that this change is especially required in the event the Panel elects to increase the salaries and other benefits currently paid to members of the Association.

The Association's demands dealt with the customary economic demands such as increase in salaries and other fringe benefits including but not limited to longevity, holidays, vacations, etc. However, one of the key Association demands was not economic but rather concerned the procedure regarding the return to uniform duty or as used in police venecular "flopping" of detectives by the Commissioner of Police. Currently, Section 38 of the Contract gives the

detective the "right to be heard" if there is an intention to return him to the uniformed force. The Commissioner of Police has the right to return a detective to uniform duty without being subject to the grievance procedure or other challenge. Testimony was offered by the Association in support of its position to require that an administrative hearing before an independent individual or body before returning a detective to the uniformed force.

The Panel has decided to set forth its position with respect to only those issues which require modification to the existing contractual relationship. The reason the Panel has adopted this procedure is due to the fact that both parties are anxiously awaiting our decision and in order to expedite our award, we have decided to only discuss or set forth those items that change the contractual relationships. All other issues and demands will be deemed to be denied and therefore, the contractual provisions governing those demands will remain unchanged or unaffected except as voluntarily changed by mutual agreement of the parties. This Award reflects the divergence of positions of the Panel in that each of the partisan arbitrators has dissented from certain portions of the Award. As Neutral Member and Chairman of the Panel, I attempted during the course of several lengthy executive sessions of the Panel to achieve, if not unanimity, a consensus on those portions of the Award

that the parties are at impasse and which are of the most concern to each of them. The fact of the matter remains that the other members of the Panel were to a degree, attempting to justify their party's position with respect to the major issues. Aside from the salary and productivity issues involved in this arbitration hearing, the partisan members of the Panel did make concessions and entered into compromises pertaining to some issues. I was placed in the unenviable position of attempting to achieve a majority on every issue which was candidly most difficult because of the understandable reluctance of either Arbitrator to move substantially from a position to which they in good faith believe to be just and proper. Perhaps, their position was even more difficult than mine as a result of their sincere belief in the merit of the positions of their respective constituents.

On the whole, our Award was the result of a laborious task of reviewing all of the testimony and sifting the hard evidence from the hyperbole that unfortunately was replete throughout the entire record. Naturally, we focused mainly on the economic evidence and testimony presented by the fiscal and other economic experts presented by the parties. It is interesting to note that based upon similar statistics and

evidence, the experts presented diametrically opposed opinions regarding the present economic condition of the County and what the future holds in store for the economy of Suffolk County.

The County's main thrust was aimed at persuading the Panel that any salary increase and increased fringe benefits would have dire results on the economy of the County as well as an adverse impact upon the County's taxpayers. The testimony in connection with the County's position regarding the economic facts of life pertaining to Suffolk County were presented, for the most part, by Dr. Charles DeSeve, an economist, Mr. Edward Boughal, Assistant Budget Director for the County, and by Mr. John Klein, County Executive. Mr. Boughal testified that the property taxes are increasing as a percentage of total revenue for the County and that property taxes are the only growth revenue. In his testimony, Mr. Boughal stated that 31.7% of all revenues are used for police functions and that 90% of the Police Department's budget is expended for salaries. Additionally, he testified that fringe benefits in this bargaining unit, has had a tremendous impact on the budget as indicated by the impact of retirement of police officers, firemen and other municipal employees. Mr. Boughal took issue with the conclusions of the fiscal expert for the Association, Mr. Horace Kramer, that the taxpayers

do not receive any deductions from their federal and state income tax payments because most taxpayers use standard rather than itemized deductions in the preparation of their income tax returns. Mr. Boughal further testified that it is the mandate of the County decision makers to control police expenses, to wit, police salaries, because of the impact such police costs have upon the property taxes paid by the County's citizens.

Dr. Charles DeSeve, in his testimony, concluded that the Suffolk County economy is "stagnating" and has entered the beginning of a "long term down cycle". Dr. DeSeve associates this down turn with the high property taxes as the rate of property taxes has accelerated tremendously in the past previous years. It is Dr. DeSeve's contention that tax relief for individuals is crucial for the rejuvenation of the economy. According to Dr. DeSeve, the police officers have achieved the highest pay levels in the country and have received increases during the past decade in excess of the increase in the cost of living. It is Dr. DeSeve's analysis that the economic conditions in Suffolk County indicate that the increase in population growth has leveled off and is in the beginning of a down turn. Further, new residential construction is in a general decline as indicated by the increase in mortgage foreclosures. With respect to the increase in per capita income, Dr. DeSeve

testified that the state's growth is higher than that of the County. The income base grew at slower rates and the County's real income (market basket of goods and services) is stagnating. According to Dr. DeSeve, the state as a whole, has had a higher per capita increase in per capita income than the County, both absolutely and relatively. The market value index of real property indicates that there has been no real growth in property values in Suffolk County in the last several years. It is Dr. DeSeve's opinion that the property tax increases have a detrimental effect on the economy and that any acceleration of the property tax would have a substantial adverse impact upon the County's ability to attract new industry and reverse the current economic cycle.

County Executive John Klein testified that there is no question that tax burdens have a negative impact on the County. Mr. Klein testified that Suffolk County has the highest per capita property tax in Long Island and that the issue of property tax is acute as evidenced by the increase in tax delinquencies and the increase in foreclosures. It is Mr. Klein's contention that there is no resale market in residences in Suffolk County and that a tax revolt, as indicated by the increase in disapproval of school budgets "indicates attitudinal expression" by the public about the increase in property taxes. Mr. Klein testified that police services are a primary factor of government and that approxi-

mately two-thirds of the tax levy is for police services from the police district fund and that the balance must come from the general fund. It is his intention to increase productivity of public employees by increasing the amount of work time of existing personnel for duties of protection of person and property.

In summary, the testimony from the County fiscal experts and its County Executive was that the County could simply not afford to pay any additional increase in salary and fringe benefits and at the same time, intends to increase productivity of the members of the Force so as to preclude any further increase in the County's real property tax. The County states that the members of the Association are among the highest paid police officers in the country and certainly rank with Nassau County as the highest paid police force of significant size in the State of New York. It is the County's contention that a salary increase is not warranted because of the County's economic condition as well as the fact that its police officers are among the highest paid in the country.

The Association's economic arguments and opinions were presented by Mr. Horris Kramer during several days of testimony. Mr. Kramer introduced numerous exhibits and other documents in support of the Association's contention that (1) Suffolk County's economy is continuing to enjoy

a reasonably high growth rate and (2) that the members of the Association are entitled to a salary increase if they are to keep pace with the rise in the cost of living as well as salary increases given to other police officers in comparable jurisdictions. Mr. Kramer testified at length that Suffolk County has the ability to pay salary increases which the Panel should award. Mr. Kramer opined that Suffolk County has limited itself to a taxing limitation of 1 1/2% of the full valuation of real estate in the County and has not availed itself of the right to raise that amount to the constitutional limitation of 2% as has been done by other counties.

Mr. Kramer testified that his analysis of the County's assessment roles indicate that approximately two-thirds of the property consist of one family residence and the balance of either rental or commercial property. It is Mr. Kramer's opinion that residential property for the past eight or nine years has risen approximately 60% in actual value while taxes on such property has increased at a much lower rate.

Mr. Kramer contended that residential property owners have the advantage of offsetting real property taxes from their gross income when computing their state and federal income taxes. Mr. Kramer's analysis differed with the County with respect to the number of foreclosures of residences in Suffolk County as it was his opinion that there was no hard evidence based upon the records available to support the

County's contention that foreclosures of one-family homes was increasing. In any event, it was his opinion that there was no evidence to indicate that foreclosures were due to the amount of property taxes than a homeowner is required to pay. Mr. Kramer testified that the most recent available figures indicate that retail sales and spendable income per household in Suffolk County were higher than the State average and that there was every indication that the retail sales and spendable income per household would increase in the ensuing years. It was Mr. Kramer's testimony that the per capita and per family income in the County was comparatively higher than the per capita income of most of the other counties in the State. Additionally, the evidence indicated that the County was doing an excellent job in collecting current taxes and that a good portion of delinquencies from past years has been repaid with interest and penalty. The per capita amount of full valuation of real property in Suffolk in 1974, the last year for which statistics were available was \$900 above the State average. Mr. Kramer offered into evidence numerous graphs and charts in support of the Association's position that Suffolk County was still enjoying real economic growth albeit at a slower pace than in previous years and that the County was in a sound financial position due in some measure to the administrative and management skills of its County Executive as well as the continuous expansion of present and new industry in the County. According to Mr. Kramer, in addition to the expanding

economy, the County has the ability to raise money by taking maximum advantage of its borrowing powers which it has failed to do. The evidence presented by Mr. Kramer indicated that the County's fiscal status was given an "A" rating by Moody's and that the County had been able to borrow money at favorable interest rates based upon this excellent rating. Mr. Kramer opined that the County's true financial position is not accurately reflected in the budget because the County does not utilize an accepted accounting procedure recommended by outside auditors. According to Mr. Kramer, if such procedure was utilized, the County's budget would show a greater surplus than it currently does. Even so, Suffolk County has managed to end up with a surplus at the end of the last several fiscal years including the last fiscal year.

In analyzing the testimony and evidence regarding the economic picture of Suffolk County, I find that the prognosis of the health of Suffolk County's financial and economic picture is not as bleak as portrayed by the County nor is it as bright as the Association would have us believe. Rather, I believe that Suffolk County does indeed have serious problems with respect to the burden of real estate taxes on its citizens and the leveling off of the growth of the economy in Suffolk County. However, it is my opinion that the County's economic growth continues, albeit, at a much lower level than in the past. Certainly, the statistics indicate that like most

parts of the country and certainly in the Northeast, the people of Suffolk County are caught between an inflationary spiral and a reduced growth of industry for the foreseeable future. In summary, I believe that the weight of the evidence indicates that Suffolk County still has the financial ability to fund reasonable salary increases for the one essential service for which it is responsible to provide to its citizens, to wit, police protection. (Parenthetically, it should be noted that Suffolk County does not provide county-wide fire protection or other vital services that are customarily performed in other counties having a sizeable population comparable to Suffolk). The police budget consists of approximately one-sixth of the total County budget.

The County, while acknowledging that its economic situation is not desperate, is understandably worried about its ability to implement an improved economic picture. While no one can dispute the county's intention, perhaps it would be apt at this point to paraphrase a well worn cliché that the road to fiscal health should not be paved with the undue financial suffering of the County's citizens or employees. The criteria for our decision includes the fiscal capacity of the County as a major consideration but, not, of course, the sole controlling factor. Thus, while the County may have arrived at a predetermined conclusion based upon its budgetary concern, its proposals must be weighed together with all other criteria relevant to our

decision including the public interest involved. There are limits when weighing compensational levels against revenue expenditure and tax burdens of the County beyond which public employees should not be required to forego a reasonable adjustment in salary. This is certainly true with respect to police officers charged with the function of protecting the life and property of the citizens of the County. There is no question that the nature of their job exacts a terrible toll on a police officer's physical and mental well-being as was eloquently testified to by Drs. Felderman and Bard.

Although nothing is certain except death and taxes, it is my opinion that based upon the financial data and other evidence presented, the County has the ability to fund a reasonable increase in salary and certain benefits on a limited level provided such increase is accompanied by an elimination of certain benefits which in previous days, may have been affordable by the County but under the present situation, should be eliminated.

The cost of living for the calendar year ending December 31, 1978 for the region has increased by approximately 7.4% and the current indicated annual rate of increase in the CPI for this region indicates that such increase in the CPI for this region indicates that such increase will approach or reach double digit figures if the present rate of inflation continues for the balance of the year. All the awarded

increase will do, in my estimation, is to prevent the further erosion of the employees' economic position. One must be mindful of the fact that the first year of the Contract is about half over and there was no persuasive evidence presented to show that a reasonable salary increase would impose an undue burden upon the County and its taxpayers.

The majority of the Panel believes that the increase is reasonable and within the recommended parameters of the Presidential guide lines. Further, one must be mindful that the total County budget approximates \$600 million and that the cost of increase in dollars may appear substantial to some but in relative terms, the cost of the increase in relationship to the total County and police budgets is in my opinion, reasonable and responsible.

The Panel has concluded that it would be in the best interests of the parties for the Contract to have a duration of two years. This, in our opinion, would give the County an opportunity to plan its budget for the next fiscal year with a greater degree of specificity. It would, of course, also provide a degree of stability to the relationship between the parties which, at this time, can best be termed volatile and unstable.

The major County demand with respect to a change in the contractual relationship dealt with the right to have

all police officers work an additional 10 day schedule. The preponderance of the evidence adduced at the hearing, however, did not conclusively demonstrate that (1) the additional time was needed, nor (2) was it proven that the County would reap any substantial savings from the additional 10 days. Of course, it is axiomatic that an employee who is required to work an increased amount of time for the same pay, results in a lesser cost per hour of employment for that employee. However, other than oral testimony from certain police superiors, the County did not offer any detailed documentation to demonstrate the necessity of the so-called "give-back" days that it is seeking. In my opinion, it is not sufficient merely to offer oral testimony of several police officials to the effect that it would be beneficial to have the members of the Force work additional days in excess of their current schedule. In order for the Panel to make such award, it would be necessary to demonstrate by a preponderance of the evidence, a compelling need for police officers to work the requested additional time. Such a showing would include substantiative evidence indicating the impact the increase would have upon the Police District and County budgets and its effect, if any, upon the tax structure. At the very least, the County would have to prove that the additional 10 days would permit the County to forego the hiring of additional personnel to provide essential coverage.

However, the same burden or proof is not applicable to those police officers who were hired after January 1, 1979. The County, by insisting that these new officers work an increased schedule, is not changing the work schedule as would be the case for those employees who worked for the County prior to January 1, 1979. The County certainly should have the right to require that the new employees work a different work schedule in order to achieve increased productivity concomitant with their increased salary for being on the job a relatively short period of time. In my opinion, the County's argument was persuasive that new employees should be required to work an increased schedule similar to those employees working fixed tours.

In summary, the Panel has attempted to balance the needs of the County to maintain the essential service of police protection for its citizens without unduly burdening the County's financial ability and at the same time, provide for the financial needs of its police officers during the ensuing term of the Contract. I believe the Panel has accomplished this under most trying circumstances and while the award may not entirely satisfy either party, the result is based upon the sincere attempt of the Panel to render a fair and responsible award based upon the evidence presented to us.

Dated: New York, New York
June 1, 1979


GERALD L. SOBOL, Neutral
Member

PROVISIONS OF THE PROPOSED 1979-1980 AGREEMENT
BETWEEN
THE SUFFOLK COUNTY PATROLMEN'S BENEVOLENT ASSOCIATION
AND
THE COUNTY OF SUFFOLK

EUGENE GREAVES
PRESIDENT

JUNE 2, 1979

The following constitutes a summary of the Agreement between the Suffolk County Patrolmen's Benevolent Association and the County of Suffolk, which contract is a combination of demands of both sides agreed between the parties prior to binding arbitration and those demands given as part of the arbitration award. All of the following provisions, unless otherwise specified, will be retroactive to January 1, 1979. All benefits enjoyed in 1978, unless otherwise specified, shall be made part of the new Agreement.

1. DURATION OF AGREEMENT - This Agreement shall be effective from January 1, 1979 and shall continue in full force and effect until and including December 31, 1980.
2. WAGE INCREASE - Effective January 1, 1979, all members shall receive a retroactive increase of one thousand two hundred eighteen (\$1,218.00) dollars. (Police Officer base salary as of 1/1/79 equals twenty-two thousand two hundred eighteen [\$22,218.00] dollars.) Effective July 1, 1979, all members shall receive an increase of seven hundred forty-one (\$741.00) dollars, based on an increase in the Consumer Price Index for the New York area of three and one-third (3 1/3%) percent of a top police officer's base salary; holiday pay and other benefits computed on base salary not to be calculated on the additional seven hundred forty-one (\$741.00) dollars until December 31, 1979. (Police Officer base salary as of 7/1/79 equals twenty-two thousand nine hundred fifty-nine [\$22,959.00] dollars.) Effective January 1, 1980, all members shall receive an increase of eight hundred sixty-one (\$861.00) dollars. (Police Officer base salary as of 1/1/80 equals twenty-three thousand eight hundred twenty [\$23,820.00] dollars.) Effective July 1, 1980, all members shall receive an increase of eight hundred sixty-one (\$861.00) dollars. (Police Officer base salary as of 7/1/80 equals twenty-four thousand six hundred eighty-one [\$24,681.00] dollars.) (This assumes a seven and one-half (7 1/2%) percent rise in the Consumer Price Index for the New York area from November 1978 to November 1979.) [See attached charts]
3. NIGHT DIFFERENTIAL - As of January 1, 1980, all members working a three (3) tour schedule shall have their night differential compensation increased from one thousand two hundred (\$1,200.00) dollars to one thousand four hundred (\$1,400.00) dollars per year and all members working a two (2) tour schedule shall have their night differential increased from eight hundred fifty (\$850.00) dollars to one thousand (\$1,000.00) dollars per year.
4. TENURE FOR DETECTIVES - Effective immediately, no member designated as a Detective may be returned to the uniformed force without an administrative hearing being held whereby his inability to properly perform his functions must be proven. In the event an unfavorable determination is made, the member shall have a right to appeal the trial commissioner's ruling to court pursuant to an article 78 proceeding.
5. INSURANCE - The County shall provide and fully pay for health insurance for the spouse and children of a retired member who deceases. (This is retroactive to January 1, 1979.)
6. SCUBA TEAM - Members, assigned to the scuba team, shall be provided by the County with all scuba equipment and maintenance thereof so long as the cost does not exceed three thousand (\$3,000.00) dollars annually in addition to present expenditures.
7. DETECTIVE CHARTS - The Commissioner has agreed that any changes in the posted detective charts shall be posted one (1) week prior to their effective dates. (To be done pursuant to directive.)
8. INJURIES - The policy of the County will be to follow the Worker's Compensation Board determination in the establishment of line-of-duty status when a member is injured.

9. MEAL ALLOWANCE - The present meal allowance shall be increased from one dollar and fifty cents (\$1.50) to three dollars (\$3.00) for breakfast, three dollars (\$3.00) to four dollars and fifty cents (\$4.50) for lunch, and five dollars and fifty cents (\$5.50) to seven dollars and fifty cents (\$7.50) for dinner.
10. MEAL PERIOD DENIAL - If a member is compelled to miss his meal period or any portion thereof due to his official duties, he shall be entitled to either straight time cash or compensatory time at his sole option.
11. BLOOD, SHOOT, AND COMMENDATION DAYS - Effective immediately, the entitlement for blood, shoot, and commendation days shall be eliminated.
12. SCHEDULED OVERTIME - The County may schedule overtime on a straight time basis without first soliciting volunteers. This requires prior notification and shall not be applicable to court, administrative hearings, or proceedings before governmental agencies.
13. ADDITIONAL DAYS FOR NEW EMPLOYEES - Employees hired on or after January 1, 1979 shall be required to work seventeen (17) additional days. All employees not yet hired will have reduced sick leave, personal leave days and vacation entitlement. The question of additional days for these employees and diminished benefits as well as for all others who work more than two hundred thirty-two (232) days shall be submitted to a panel comprised of two (2) members selected by the PBA, one (1) member selected by the Commissioner and one (1) member selected by the County who shall make recommendations regarding adjustments, if appropriate, of the longer work schedule. These recommendations shall be reported to the negotiating teams for the PBA and the County prior to the commencement of the negotiations for the next contract.
14. POLYGRAPH - The Commissioner of Police may apply to the arbitrator, Gerald Sobol, for permission to give a polygraph test with the understanding that Mr. Sobol has expressed his philosophy against the use of them. The Commissioner of Police must prove to Mr. Sobol why the police functions will be impaired unless he is allowed to use the test.
15. OUTSIDE EMPLOYMENT - The Commissioner of Police may, if he finds that a member is compromising his sworn duties to the Department, direct a member not to engage in outside employment which is in conflict with his interest in the Police Department. Any attempt to do so by the Commissioner of Police shall be subject to the grievance procedure in the contract.
16. HEART DISEASE - The County shall be compelled to follow any Worker's Compensation determination in favor of a member whose heart disease is designated as job related. The present language in the contract referring to heart disease shall be eliminated.

SALARY COMPARISON

	<u>1978</u> (Salary)	<u>1979</u> (Salary) - (Amount and Percentage Increase over 1978)	<u>1980</u> (Salary) - (Amount and Percentage Increase over 1978)
<u>POLICE OFFICER</u>			
after 4 years	\$20,537	\$22,589 \$2,052 10.0%	\$24,251 \$3,714 18.1%

<u>DETECTIVE - STEP 3</u>			
after 6 years	23,211	25,263 2,052 8.8%	26,925 3,714 16.0%

SALARY RATE COMPARISON
(July 1, 1978 - July 1, 1980)

	<u>July 1, 1978</u> (Salary Rate)	<u>July 1, 1980</u> (Salary Rate)	<u>Amount and Percentage</u> <u>Increase over July 1, 1978</u> <u>Salary Rate</u>
<u>POLICE OFFICER</u>			
after 4 years	\$21,000	\$24,681	\$3,681 17.5%

<u>DETECTIVE - STEP 3</u>			
after 6 years	23,674	27,355	3,681 15.5%

TOTAL COMPENSATION COMPARISON

	<u>1978</u> (Total Compensation)	<u>1979</u> (Total Compensation - Amount and Percentage Increase over 1978)		<u>1980</u> (Total Compensation - Amount and Percentage Increase over 1978)	
<u>POLICE OFFICER</u>					
after 4 years	\$23,326	\$25,506	\$2,180 9.3%	\$27,493	\$4,167 17.9%
after 6 years	23,801	26,006	2,205 9.3%	27,993	4,192 17.6%
after 10 years	24,176	26,406	2,330 9.2%	28,393	4,217 17.4%
after 15 years	24,551	26,806	2,255 9.2%	28,793	4,242 17.3%
<u>DETECTIVE - STEP 3</u>					
after 6 years	26,714	28,945	2,231 8.4%	30,882	4,168 15.6%
after 10 years	27,089	29,345	2,256 8.3%	31,282	4,193 15.5%
after 15 years	27,364	29,745	2,381 8.7%	31,682	4,318 15.8%

TOTAL COMPENSATION RATE COMPARISON
(July 1, 1978 - July 1, 1980)

	<u>Total Compensation Rate</u> (July 1, 1978)	<u>Total Compensation Rate</u> (July 1, 1980)	<u>Amount and Percentage</u> <u>Increase over July 1, 1978</u>
<u>POLICE OFFICER</u>			
after 4 years	\$23,842	\$27,950	\$4,108 17.2%
after 6 years	24,342	28,450	4,108 16.9%
after 10 years	24,742	28,850	4,108 16.6%
after 15 years	25,142	29,250	4,108 16.3%
<u>DETECTIVE - STEP 3</u>			
after 6 years	27,281	31,338	4,057 14.9%
after 10 years	27,681	31,738	4,057 14.7%
after 15 years	28,081	32,138	4,057 14.4%

1 9 7 8 T O T A L C O M P E N S A T I O N

POLICE OFFICER	Base Salary	Longevity	Holiday Pay (12 days)**	Extra 1/2 day for working holidays (assume working 8 holidays)**	Night Differential	Cleaning Allowance**	Clothing Allowance	Total Compensation
after 4 years								
Jan. 1, 1978	\$20,074	-	\$948	\$316	\$1,200	\$325	-	\$23,326
July 1, 1978	21,000	-						

after 6 years								
Jan. 1, 1978	20,074	450	948	316	1,200	325	-	23,801
July 1, 1978	21,000	500						

after 10 years								
Jan. 1, 1978	20,074	800	948	316	1,200	325	-	24,176
July 1, 1978	21,000	900						

after 15 years								
Jan. 1, 1978	20,074	1,150 *	948	316	1,200	325	-	24,551
July 1, 1978	21,000	1,300 *						

* Add \$50 per year for each year above 15

** Calculation based on January and July rates

1 9 7 8 T O T A L C O M P E N S A T I O N

DETECTIVE STEP 3	Base Salary	Longevity	Holiday Pay (12 days)**	Extra 1/2 day for working holidays (assume working 8 holidays)**	Night Differential	Cleaning Allowance	Clothing Allowance	Total Compensation
after 6 years								
Jan. 1, 1978	\$22,748	\$450						
July 1, 1978	23,674	500	\$1,071	\$357	\$850	\$325	\$425	\$26,714
after 10 years								
Jan. 1, 1978	22,748	800						
July 1, 1978	23,674	900	1,071	357	850	325	425	27,089
after 15 years								
Jan. 1, 1978	22,748	1,150*						
July 1, 1978	23,674	1,300*	1,071	357	850	325	425	27,364

*Add \$50 per year for each year above 15

**Calculation based on January and July salary rates

1979 TOTAL COMPENSATION

POLICE OFFICER	Base Salary	Longevity	Holiday Pay (12 days)**	Extra 1/2 day For Working Holidays (assumes working 8 holidays)**	Night Differential	Cleaning Allowance	Clothing Allowance	Total Compensation
after 4 years								
Jan. 1, 1979	\$22,218	-						
July 1, 1979	22,959	-	\$1,025	\$342	\$1,200	\$350	-	\$25,506

after 6 years								
Jan. 1, 1979	22,218							
July 1, 1979	22,959	\$500	1,025	342	1,200	350	-	26,006

after 10 years								
Jan. 1, 1979	22,218							
July 1, 1979	22,959	900	1,025	342	1,200	350	-	26,406

after 15 years								
Jan. 1, 1979	22,218							
July 1, 1979	22,959	1,300*	1,025	342	1,200	350	-	26,806

*add \$50 per year for each year above 15

**calculation based on January 1, 1979 rate

1 9 7 9 T O T A L C O M P E N S A T I O N

DETECTIVE STEP 3	Base Salary	Longevity	Holiday Pay (12 days)**	Extra 1/2 day for working holidays (assume working 8 holidays)**	Night Differential	Cleaning Allowance	Clothing Allowance	Total Compensation
after 6 years								
Jan. 1, 1979	\$24,892							
July 1, 1979	25,633	\$500	\$1,149	\$383	\$850	\$350	\$450	\$28,945

after 10 years								
Jan. 1, 1979	24,892							
July 1, 1979	25,633	900	1,149	383	850	350	450	29,345

after 15 years								
Jan. 1, 1979	24,892							
July 1, 1979	25,633	1,300*	1,149	383	850	350	450	29,745

*Add \$50 for each year above 15

**Calculation based on January 1, 1979 rate

1 9 8 0 T O T A L C O M P E N S A T I O N

POLICE OFFICER	Base Salary	Longevity	Holiday Pay (12 days)**	Extra 1/2 day for working holidays (assume working 8 holidays)**	Night Differential	Cleaning Allowance	Clothing Allowance	Total Compensation
after 4 years								
Jan. 1, 1980	\$23,820	-	\$1,119	\$373	\$1,400	\$350	-	\$27,493
July 1, 1980	\$24,681	-						

after 6 years								
Jan. 1, 1980	23,820	\$500	1,119	373	1,400	350	-	27,993
July 1, 1980	24,681							

after 10 years								
Jan. 1, 1980	23,820	900	1,119	373	1,400	350	-	28,393
July 1, 1980	24,681							

after 15 years								
Jan. 1, 1980	23,820	1,300*	1,119	373	1,400	350	-	28,793
July 1, 1980	24,681							

*Add \$50 per year for each year above 15

**Calculation based on January and July salary rate

1 9 8 0 T O T A L C O M P E N S A T I O N

DETECTIVE STEP 3	Base Salary	Longevity	Holiday Pay (12 days)**	Extra 1/2 day for working holidays (assume working 8 holidays)**	Night Differential	Cleaning Allowance	Clothing Allowance	Total Compensation
after 6 years								
Jan. 1, 1980	\$26,494							
July 1, 1980	27,355	\$500	\$1,243	\$414	\$1,000	\$350	\$450	\$30,882

after 10 years								
Jan. 1, 1980	26,494							
July 1, 1980	27,355	900	1,243	414	1,000	350	450	31,282

after 15 years								
Jan. 1, 1980	26,494							
July 1, 1980	27,355	1,300*	1,243	414	1,000	350	450	31,682

*Add \$50 per year for each year above 15

**Calculation based on January and July salary rates

STAFF
BEN W
BEN F
PAUL
VERA -

PLEASE
KEEP

RECEIVED
JUN 13 1979
AIRMAILS OFFICE

MEMORANDUM

June 13, 1979

TO: Erwin Kelly
FROM: Joseph B. Phillips
SUBJECT: Highest Police Salaries in the Nation

It is frequently claimed that a New York State jurisdiction has the highest police salaries in the United States.

A recent survey by the Fraternal Order of Police reports that is not necessarily so. First, obviously, Alaska salaries are much higher. Second, about 55 jurisdictions outside New York have patrolmen's salaries above \$20,000. The higher salary forces appeared to be primarily in California, Michigan, and Washington State.

The highest salary reported for the old 48 was for Torrence, California, with \$26,542 after 12 years. The highest anywhere was Fairbanks, Alaska, at \$31,574 after 3½ years.

In terms of State Police with 30 reporting, Alaska heads the list with \$33,732 after 18 years. Missouri reported \$22,950 after 35 years; Illinois, \$22,332 after 20 years; and Oregon, \$21,276 after 10 years.

This is not to say that some of the New York jurisdictions were not high, but to say that other areas are just as high and, in a few instances, even higher.

JBP:jbs

cc: Harold Newman ✓

M E M O R A N D U M

June 12, 1979

TO: Erwin Kelly
FROM: Joseph B. Phillips
RE: Suffolk County Arbitration Award.
Continued Value of Buy-backs.

I have been advised that the days off lost by the Suffolk County PBA total about 3,100 per year. This is worth about 0.5% to the County each year.

The turnover on the force has been about 50 per year. Men on rotating shifts will work 25 more days per year than 1977 employees and 15 days for 1978 hires. In addition, new hires will receive 13 days less sick leave per year and thus be eligible for 6½ days less pay on retirement per year. Retirees receive pay for 50% of their sick leave accumulation. As compared to 1978 hires, in 1979 the County will gain about 5 men, or 10% for every new hire. In 1979, this should be worth about 0.2%.

Turnover on the County police force is expected to climb sharply in numbers in 1980 and succeeding years. The force has a 20-year retirement plan and was founded in 1960, and many of the men were hired between 1960-1962. Over-the-long-run, turnover should average at least 6% a year, and these features are worth an average of about 16 men a year to the County. This is equivalent to about 0.6% of payroll.

However, this is cumulative, and when the force is completely replaced or turned over, the extension of the work year will be worth about 10% plus to the County.

In summary, the net cost to the County will be in 1979 about 8.6% or less and in 1980 about 6.5% or less.

JBP:jbs

Hosted in New York
The LPH
F97

Nuclear Protest Pay Irks PBA

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11/13/77

By Charles T. Moses

Yaphank—The 500 Suffolk County police officers who helped guard the Long Island Lighting Company's proposed Shoreham nuclear plant during last Sunday's demonstration are not going to get time and a half for their work, county officials said yesterday. The police say they will take legal action, if necessary, to get the additional money.

The dispute stems from two different interpretations of the new contract signed last weekend between the Patrolmen's Benevolent Association and the county, which calls for a 17.5 per cent wage boost over the next two years.

Under the PBA's previous agreement with the county, police officers assigned to work special overtime duty in situations like the Shoreham demonstration were paid time and a half. The new agreement, which was signed a day before the Shoreham demonstration, and is retroactive to Jan. 1, allows the department to pay officers in such situations on a straight-time basis.

But the PBA contends that the new contract, which was reached by arbitration, requires that officers to get prior notice when they they must work overtime and that they were not so notified. The contract is silent, however, about how long in advance the notice must be given.

Suffolk Police Commissioner Donald Dilworth said that the department was ordered on Friday by the County Department of Labor Relations to pay the straight time. "The county makes the interpretation. I'm not tak-

ing a position either way. . . . I can't put men in for a higher rate of pay then the contract allows," he said.

Dilworth estimated that the department had budgeted between \$125,000 and \$150,000 to pay overtime to officers who covered the demonstration. He said he could not estimate how much less it would cost the county to pay straight time. But he noted that neither estimate includes an additional price tag: the salary increase granted the officers by the arbitrator.

County Executive John V.N. Klein said that the county was paying the officers based on the provisions of the arbitrators' award. "The award, with which the PBA was so pleased, calls for straight time," he said.

But Eugene Greaves, president of the PBA, said yesterday that he believed that the department made an error. He said he would meet with department officials later this week. "Hopefully, I will be able to straighten things out. If not, then I will file a grievance. It's going to be time and a half no matter how you look at it," he said.

PBA Attorney Richard Hartman said police working at Shoreham "would have to have been given prior notice.

More than 16,000 persons attended the demonstration last Sunday to protest nuclear power in general and, specifically, LILCO's nuclear generating plant. Suffolk police were praised for the way they handled demonstrators who entered the LILCO plant during the protest. More than 570 persons were arrested for trespassing.



Newsday Photo by G. Argeropoulos

Suffolk police arresting protesters at Shoreham last weekend

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11/13/77

BY S. POLICE DEPARTMENT
RELATIONSHIP UNIT
RECEIVED

JUN 13 1979

CONCILIATION

Cops' Budget Eyed for PBA Award

By Patrick Brasley
and Charles T. Moses

Suffolk County Executive John V.N. Klein said yesterday he might have to pay for the 17.5 per cent arbitration award made last week to the Patrolmen's Benevolent Association by cutting the police budget, a move which he said could mean police layoffs next year.

"That award was eloquent testimony to the absolute necessity to end binding arbitration," Klein said. The award increases officers' starting salaries from \$13,487 to \$17,168; gives those with four years' experience an increase from \$21,000 to \$24,681 and

increases top pay from \$22,300 to \$25,981. The award makes Suffolk County police officers among the highest paid in the country. PBA attorney Richard Hartman has said the settlement could cost the county more than \$3 million a year.

Klein, an opponent of binding arbitration, said Tuesday that he would not pass the cost of the settlement onto taxpayers. "I intend to finance it out of the police budget which may mean police layoffs in 1980," he said.

PBA officials charged that Klein was making the police department a scapegoat for his opposition to binding arbitration. "We acted responsibly and went through binding arbitration

..." PBA president Eugene Greaves said. "Now the county executive means to abrogate our agreement through possible layoffs." The PBA represents about 2,100 police officers and detectives in the Suffolk County Police Department. Meanwhile, the Nassau Patrolmen's Benevolent Association said it will use the Suffolk award as leverage in its own arbitration proceeding.

Danny Greenwald, the Nassau PBA president, said yesterday he expects the new Suffolk pay scale to be introduced as evidence in his union's current arbitration proceedings over a 1979 contract with the county.

But Nassau Labor Commissioner

William Pedersen said introduction of the Suffolk information "is not going to help."

Under their present contract, Nassau patrolmen with four years' experience receive \$21,000 yearly in base pay, about \$3,000 in allowances and about \$12,000 in benefits. State law mandates that arbitration panels must take into account the comparable salaries of neighboring police departments.

Klein said he will not know the implications of the Suffolk award until he has received reports from the county budget office and the county attorney's office.

Handwritten note: 3:17 PM

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M E M O R A N D U M

June 7, 1979

TO: Erwin Kelly

FROM: Joseph B. Phillips *JBP* ✓

RE: Suffolk County Arbitration Award

In the first year of the award, 1979, a 4th year patrolman will receive an increase of 9.3% or \$2,180. As all employees receive the \$2,180 increase, the percentages will vary. In the second year of the award, 1980, the 4th year man would receive 7.8% or \$1,187 (with again all receiving the same dollar amount).

The County won significant buy-backs. New employees will have to account for 7 to 17 days more a year, and they will have 8 days less vacation and personal leave. Thus, a 1979 or later hire will have a normal work commitment of 231 days as compared to 216 days for a 1978 hire and 206 days for a 1977 employee. These data relate to men on rotating shifts. Men on fixed shifts would just lose 8 days' time off. Sick leave was cut from 26 days per year to 13 days a year for new hires. As sick leave is paid for at a 50% basis on retirement, this represents a potential saving of 6½ days' pay a year. In addition, all men lose the provisions for days off for expert shooting, giving blood, and commendations. I am attempting to find out how many of the latter days were taken and some turnover data before estimating the County's savings in this area.

In other issues, the PBA won a very limited review protection for detectives, and the County appears to have gains in the polygraph area, in the outside employment area, and in eliminating unlimited sick leave for non-work related heart disease.

JBP:jbs