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 In the Matter of the Interest Arbitration X
 between X
 COUNTY OF NASSAU X January 1, 1996-
 December 31, 2000
 "County" X
 -and- X
 THE POLICE BENEVOLENT ASSOCIATION OF X
 THE POLICE DEPARTMENT OF THE COUNTY X
 OF NASSAU, INC. X
 "Association" X
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APPEARANCES

For the County

BEE, EISMAN & READY
 Peter A. Bee, Esq., of Counsel

For the Association

SOLOMON RICHMAN GREENBERG P.C.
 Harry Greenberg, Esq., of Counsel
 Robert J. Burzichelli, Esq., of Counsel

BEFORE: Martin F. Scheinman, Esq., Interest Arbitrator

BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on December 31, 1995. Sometime prior thereto, they entered into negotiations for a successor agreement. In late 1995, the parties reached tentative agreement on a successor Agreement, the terms of which were memorialized in a Memorandum of Agreement dated December 4, 1995 ("the Memorandum of Agreement") (Association Exhibit A-4). The parties, however, subsequently failed to ratify the Memorandum of Agreement.

The parties again entered into negotiations for a successor agreement. Those negotiations proved unsuccessful, whereupon Thomas Germano was appointed by the County of Nassau Public Employment Relations Board to mediate the parties' dispute. Mediation, however, failed to resolve the parties' dispute.

By Stipulation of Agreement dated November 18, 1996, the parties selected me as the interest arbitrator to hear and adjudicate their dispute in accordance with Section 209 of the New York State Civil Service Law ("Taylor Law") (Joint Exhibit No. 1). In the interest of expediting the proceedings, the parties agreed to waive the partisan members of the Interest Arbitration Panel (Joint Exhibit No. 1). Instead, they agreed that I would serve as the sole arbitrator in this proceeding. They also agreed that I was authorized to issue an award covering a period in excess of the two (2) year period authorized by the Civil Service Law. (Joint

Exhibit No. 1).¹

Hearings in this matter were held on April 14, 1997, April 17, 1997, April 24, 1997, April 30, 1997, May 12, 1997, June 11, 1997, June 17, 1997 and July 11, 1997. A stenographic record was taken of the hearings. At those hearings, the parties were afforded full opportunity to present evidence and argument in support of their respective positions. They did so. Each side introduced extensive evidence concerning the relevant statutory criteria. This evidence included the testimony of financial experts, budgetary and financial information, as well as charts, tables, reports, and other data dealing with the relevant statutory criteria.

On June 18, 1997, I issued an Interim Award concerning the hire rates for County Police Officers and certain payments of overtime monies otherwise due on July 1, 1997. The Interim Award was explicitly made subject to my resolution of the parties' dispute in this Final Award.

At the conclusion of the hearings, the parties were afforded the opportunity to present post-hearing briefs. They did so. Upon my receipt of same, the record was declared closed.

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The parties also requested while the arbitration hearing was proceeding, that I act as a Mediator in order to attempt to resolve the parties' differences without the need to issue an Award. In May, June and July 1997, I met with the parties. Even though both parties made every reasonable effort to conclude a voluntary settlement, none was reached. However, it was agreed that the proposals discussed and the evidence and arguments submitted could be used in my deliberations regarding an appropriate Award.

POSITIONS OF THE PARTIES

The Association proposes a five (5) year Agreement for the period January 1, 1996 through December 31, 2000.

The Association has proposed a general wage increase of six percent (6%) on January 1, 1996, five percent (5%) on January 1, 1997, five percent (5%) on January 1, 1998, six percent (6%) on January 1, 1999, and five and one-half percent (5-1/2%) on January 1, 2000. It maintains that its salary proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in Section 209(c)(5) of New York State's Civil Service Law (the "Taylor Law"). The Association asserts that its salary proposal, if awarded, would place its members in an economic position comparable to police officers in similar New York State jurisdictions.

With regard to the statutory criterion concerning comparability, the Association maintains that the County's Police Department is comparable to the Suffolk County Police Department and to local police departments in Nassau County, particularly police departments in the following Nassau County communities: Kings Point, Lynbrook, Rockville Centre, Lake Success, Glen Cove, Kensington, Garden City, Malverne, Old Brookville, Floral Park, Port Washington and Sands Point. It contends that these communities are similar to one another and to Nassau County as a whole. The Association asserts that Nassau County is comprised of its communities, and as such, by its very nature is comparable to the local communities that make up the County.

The Association points out that in my Opinion and Award In the Matter of the Interest Arbitration between the County of Suffolk and the Suffolk County Police Benevolent Association, dated October 11, 1996, I found that Nassau County Police Officers were the most relevant basis of comparison for Suffolk County Police Officers (Association Exhibit A-7 at pg. 48). It asserts that the same reasoning applies here. Therefore, the Association insists that Nassau County Police Officers are the most comparable to their counterparts in Suffolk County.

The Association maintains that the record herein conclusively demonstrates that in 1995, the wages paid to Nassau County Police Officer wages were below the wages paid to police officers in many comparable jurisdictions. It contends that in 1995, Nassau County Police Officers ranked thirteenth out of twenty (20) comparable jurisdictions in terms of maximum base salary. The Association submits the following data in support of that assertion.

**POLICE OFFICER
Maximum Base Salary
1995**

<u>Jurisdiction</u>	<u>Maximum Base Salary</u>
Kings Point	\$65,151
Lynbrook	\$62,788
Rockville Centre	\$61,747
Lake Success	\$61,151
Glen Cove	\$60,890
Kensington	\$60,849
Garden City	\$60,612.46
Malverne	\$60,462
Old Brookville	\$60,299
Floral Park	\$59,910

<u>Jurisdiction</u>	<u>Maximum Base Salary</u>
Port Washington	\$59,878
Sands Point	\$59,861
Nassau County	\$59,522
Laurel Hollow	\$59,522
Freeport	\$59,281
Long Beach	\$59,259
Hempstead	\$57,407
Old Westbury	\$55,333
Centre Island	\$52,500
 Suffolk County	 \$59,539

(Association Exhibit F-9a)

The Association maintains that in 1995, Nassau County Police Officers with six (6) years of experience ranked thirteenth out of twenty (20) comparable jurisdictions in terms of maximum base salary and longevity pay. It submits the following data in support of that assertion.

POLICE OFFICER
Maximum Base Salary
After 6 year Longevity
1995

<u>Jurisdiction</u>	<u>Maximum Base Salary</u>	<u>After 6 yr. Longevity</u>	<u>Total Maximum Base Salary plus Longevity</u>
Kings Point	\$65,151	\$800	\$65,951
Lynbrook	\$62,788	\$450	\$63,328
Rockville Centre	\$61,747	\$500	\$62,247
Lake Success	\$61,151	\$700	\$61,851
Glen Cove	\$60,890	\$900	\$61,790
Kensington	\$60,849	\$600	\$61,449
Garden City	\$60,612.46	\$625	\$61,237.46
Old Brookville	\$60,299	\$900	\$61,199
Malverne	\$60,462	\$700	\$61,162
Floral Park	\$59,910	\$900	\$60,810
Sands Point	\$59,861	\$650	\$60,511
Port Washington	\$59,878	\$600	\$60,478
Nassau County	\$59,522	\$900	\$60,422

<u>Jurisdiction</u>	<u>Maximum Base Salary</u>	<u>After 6 yr. Longevity</u>	<u>Total Maximum Base Salary plus Longevity</u>
Laurel Hollow	\$59,522	\$900	\$60,422
Freeport	\$59,281	\$750	\$60,031
Long Beach	\$59,259	\$700	\$59,959
Hempstead	\$57,407	\$450	\$57,857
Old Westbury	\$55,333	\$800	\$56,133
Centre Island	\$52,500	\$500	\$53,000

After 5 years
Longevity

Suffolk County	\$59,539	\$750	\$60,289
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(Association Exhibit F-9b)

The Association further maintains that in 1995, Nassau County Police Officers with ten (10) years of experience ranked eleventh out of twenty (20) comparable jurisdictions in terms of maximum base salary and longevity pay. It submits the following data in support of that assertion.

POLICE OFFICER
Maximum Base Salary
After 10 year Longevity
1995

<u>Jurisdiction</u>	<u>Maximum Base Salary</u>	<u>After 10 yr. Longevity</u>	<u>Total Maximum Base Salary plus Longevity</u>
Kings Point	\$65,151	\$1,500	\$67,051
Lynbrook	\$62,788	\$ 900	\$63,688
Rockville Centre	\$61,747	\$1,000	\$62,797
Lake Success	\$61,151	\$1,300	\$62,451
Glen Cove	\$60,890	\$1,500	\$61,390
Kensington	\$60,849	\$1,000	\$61,849
Malverne	\$60,462	\$1,200	\$61,662
Garden City	\$60,612.46	\$1,025	\$61,637.46
Sands Point	\$59,861	\$1,500	\$60,361
Old Brookville	\$60,299	\$ 950	\$61,249
Nassau County	\$59,522	\$1,500	\$61,022

<u>Jurisdiction</u>	<u>Maximum Base Salary</u>	<u>After 10 yr. Longevity</u>	<u>Total Maximum Base Salary plus Longevity</u>
Laurel Hollow	\$59,522	\$1,500	\$61,022
Floral Park	\$59,910	\$1,200	\$60,110
Port Washington	\$59,878	\$1,500	\$60,078
Freeport	\$59,281	\$1,350	\$60,631
Long Beach	\$59,259	\$1,250	\$60,509
Hempstead	\$57,407	\$ 950	\$58,357
Old Westbury	\$55,333	\$1,350	\$56,683
Centre Island	\$52,500	\$1,100	\$53,600
Suffolk County	\$59,539	\$1,500	\$61,039

(Association Exhibit F-9c)

The Association also maintains that in 1995, Nassau County Police Officers with fifteen (15) years of experience ranked twelfth out of twenty (20) comparable jurisdictions in terms of maximum base salary and longevity pay. It submits the following data in support of that assertion.

POLICE OFFICER
Maximum Base Salary
1995
with 15 year longevity pay

<u>Jurisdiction</u>	<u>Maximum Base Salary</u>	<u>15 year Longevity Pay</u>	<u>Total</u>
Kings Point	\$65,151	\$2,200	\$67,351
Lynbrook	\$62,788	\$1,450	\$64,238
Lake Success	\$61,151	\$2,200	\$63,351
Rockville Centre	\$61,747	\$1,550	\$63,297
Glen Cove	\$60,890	\$2,200	\$63,090
Kensington	\$60,849	\$1,500	\$62,349
Garden City	\$60,612.46	\$1,725	\$62,337.46
Malverne	\$60,462	\$1,700	\$62,162
Sands Point	\$59,861	\$2,300	\$62,161
Floral Park	\$59,910	\$1,980	\$61,890
Old Brookville	\$60,299	\$1,500	\$61,799
Port Washington	\$59,878	\$1,800	\$61,678
Nassau County	\$59,522	\$2,000	\$61,522
Laurel Hollow	\$59,522	\$2,200	\$61,522
Freeport	\$59,281	\$1,950	\$61,231
Long Beach	\$59,259	\$1,750	\$61,009

<u>Jurisdiction</u>	<u>Maximum Base Salary</u>	<u>15 year Longevity Pay</u>	<u>Total</u>
Hempstead	\$57,407	\$1,900	\$59,307
Old Westbury	\$55,333	\$1,975	\$57,308
Centre Island	\$52,500	\$1,700	\$54,200
Suffolk County	\$59,539	\$2,250	\$61,789

(Association Exhibit F-9d)

Finally, the Association asserts that in 1995, Nassau County Police Officers with twenty (20) years of experience ranked eleventh out of twenty (20) comparable jurisdictions in terms of maximum base salary and longevity pay. It submits the following data in support of that assertion.

POLICE OFFICER
Maximum Base Salary
1995
with 20 year longevity pay

<u>Jurisdiction</u>	<u>Maximum Base Salary</u>	<u>20 year Longevity Pay</u>	<u>Total</u>
Kings Point	\$65,151	\$3,200	\$68,351
Glen Cove	\$60,890	\$3,700	\$64,590
Lynbrook	\$62,788	\$1,700	\$64,488
Lake Success	\$61,151	\$2,500	\$63,651
Rockville Centre	\$61,747	\$1,800	\$63,547
Kensington	\$60,849	\$2,000	\$62,849
Garden City	\$60,612.46	\$2,125	\$62,737.46
Malverne	\$60,462	\$2,200	\$62,662
Sands Point	\$59,861	\$2,550	\$62,411
Old Brookville	\$60,299	\$2,000	\$62,299
Nassau County	\$59,522	\$3,700	\$62,222
Laurel Hollow	\$59,522	\$3,700	\$62,222
Floral Park	\$59,910	\$2,230	\$62,140
Freeport	\$59,281	\$2,750	\$62,031
Port Washington	\$59,878	\$2,050	\$61,928
Long Beach	\$59,259	\$2,275	\$61,534
Hempstead	\$57,407	\$1,700	\$59,107
Old Westbury	\$55,333	\$2,900	\$58,233
Centre Island	\$52,500	\$2,200	\$54,700
Suffolk County	\$59,539	\$3,000	\$62,539

(Association Exhibit F-9e)

The Association insists that such poor rankings at each stage of the parties' salary structure cannot be justified by evidence relating to comparability or any of the other relevant statutory criteria.

The Association also argues that the ranking of County Police Officers in terms of salary in 1996 would deteriorate further if the County's wage proposal were awarded. It submits the following data in support of that assertion.

**Basic Maximum Salary Compensation
High to Low without Longevity
1996 and thereafter**

	1996	1997	1998
Kings Point	\$68,083		
Lynbrook	\$65,324.64*	\$68,100.94	\$71,165.48
Rockville Centre	\$64,834	\$67,454	\$70,523
Lake Success	\$63,903	\$66,779	
Garden City	\$63,491.55		
Glen Cove	\$63,326	\$66,531	\$69,559
Old Brookville	\$63,012	\$65,848	\$68,881
Port Washington	\$62,909		
Floral Park	\$62,606		
Sands Point	\$62,555	\$65,370	
Long Beach	\$62,222		
Freeport	\$62,097		
Hempstead	\$60,607	\$62,425	
Old Westbury	\$58,376		
Centre Island	\$52,500		
Kensington**			
Malverne**			
Laurel Hollow**			
Suffolk County PBA	\$62,814	\$65,327	\$67,940
	1999	2000	2001
Kings Point			
Lynbrook	\$74,545.84		
Rockville Centre	\$73,697	\$77,566	\$81,832

Lake Success
 Garden City
 Glen Cove
 Old Brookville
 Port Washington
 Floral Park
 Sands Point
 Long Beach
 Freeport
 Hempstead
 Old Westbury
 Centre Island
 Kensington**
 Malverne**
 Laurel Hollow**
 Suffolk County PBA \$70,658

* Effective 12/31/96

** No increase as of this date for 1996 and thereafter. 1995 Basic Maximum Wage are: Kensington \$60,849, Malverne, \$60,462 and Laurel Hollow, \$59,522.

Basic Maximum
 Salary Wage Increase Comparison
 1996 and thereafter

	1996	Increase	1997	Increase	1998	Increase
Centre Island	\$52,500	0%				
Floral Park	\$62,606 (6/1/96)	4.5%				
Glen Cove	\$63,326 (7/1/96)	4%	\$64,909 (1/1/97)	2.5%	\$67,862 (1/1/98)	2%
			\$66,531 (7/1/97)	2.5%	\$69,559 (7/1/98)	2.5%
Freeport	\$62,097 (3/1/96)	4.75%				
Hempstead	\$59,129 (2/1/96)	3%	\$62,425 (3/1/97)	3.0%		
	\$60,607 (8/1/97)	2.5%				
Kensington						
Garden City	\$63,491.55	4.75%				

	1996	Increase	1997	Increase	1998	Increase
Kings Point	\$68,083 (6/1/96)	4.5%				
Lake Success	\$63,903 (6/1/96)	4.5%	\$66,779 (6/1/97)	4.5%		
Laurel Hollow						
Long Beach	\$62,222 (7/1/96)	5%				
Lynbrook	\$64,043.76 (6/1/96) \$65,324.64 (12/1/96)	2% 2%	\$68,100.94 (6/1/97)	4.25%	\$71,165.48 (6/1/98)	4.5%
Malverne						
Old Brookville	\$63,012 (6/1/96)	4.5%	\$65,848 (6/1/97)	4.5%	\$68,811 (6/1/98)	4.5%
Old Westbury	\$58,376	5.5%				
Pt. Washington	\$61,375 (1/1/96) \$62,909 (7/1/96)	2.5% 2.5%				
Rockville Centre *	\$64,834 (1/1/97)	5.0%	\$66,131 (1/1/97) \$67,454 (7/1/97)	2.0% 2.0%	\$68,803 (1/1/98) \$70,523 (7/1/98)	2.0% 2.5%
Sands Point	\$62,555 (6/1/96)	4.5%	\$65,370 (6/1/97)	4.5%		
Nassau County SOA	\$(1/1/96)	5.30%	(3.75% + 1.50% compounded)			
Nassau County DAI, Inc.						
Suffolk County PBA	\$62,814 (7/1/96)	5.5%	\$65,327 (1/1/97)	4.0%	\$67,940 (1/1/98)	4.0%
Suffolk DAI	(7/1/96)	5.5%	(1/1/97)	4.0%	(1/1/98)	4.0%

	1999	Increase	2000	Increase
Centre Island				
Floral Park				
Glen Cove				
Freeport				
Hempstead				
Kensington				
Garden City				
Kings Point				
Lake Success				
Laurel Hollow				
Long Beach				
Lynbrook	\$74,545.84 (6/1/99)	4.75%		
Malverne				
Old Brookville				
Old Westbury				
Pt. Washington				
Rockville Centre *	\$73,697 (1/1/99)	4.5%	\$77,566 (1/1/2000)	5.2%
Sands Point				
Nassau County SOA				
Nassau County DAI, Inc.				
Suffolk County PBA	\$70,658 (4/1/99)	4.0%		
Suffolk DAI	(4/1/99)	4.0%		
*Rockville Centre effective 1/1/2001 \$81,832 at 5.5%				

Thus, the Association argues that this evidence of comparability supports awarding the wage increases proposed by the Association.

The Association further asserts that I recently awarded Suffolk County Police Officers a five and one-half percent (5-1/2%) wage increase effective February 1, 1996, a four percent (4%) wage increase effective January 1, 1997, a four percent (4%) wage increase effective January 1, 1998, and a four percent (4%) wage increase effective April 1, 1999 (Association Exhibit A-7 at pgs. 59-60). It asserts that this represents a seventeen and one-half percent (17-1/2%) rate increase in the wages of Suffolk County Police Officers (Association Exhibit A-7 at pg. 60). The Association further asserts that this represents an average annual increase of 4.375% per year. It contends that the wage increases being proposed by the County herein average two percent (2%) per year. Thus, the Association argues that the wage increases being proposed by the County fall far short of the wage increases recently awarded to Suffolk County Police Officers. Therefore, it insists that this evidence of comparability supports awarding the wage increases proposed by the Association.

In summary, the Association contends that when all of the appropriate comparisons are made, its wage proposal is clearly the most reasonable and ought to be awarded.

The Association also maintains that its wage proposal is the most reasonable with respect to the statutory criteria concerning the interest and welfare of the public and the financial ability of the County to pay for the parties' proposals. It claims that the

evidence demonstrates that the County has the financial ability to pay for the Association's wage proposal. The Association contends that the County is not at its constitutional debt limit or within any immediate danger of hitting those limits. It further contends that the County's Budget Director, Charles K. Stein, testified that the County is significantly below its legal debt limit as well as its legal taxing limit (Transcript at pgs. 238-239). The Association asserts that Stein testified that the County has only exhausted 23.29% of its legal debt limit (Transcript at pg. 236). It further asserts that Stein's testimony shows that the County has only exhausted 19.58% of its taxing limit. Thus, the Association insists that Stein's testimony demonstrates that the County could raise an additional \$1,827,106,048 in taxes without violating its legal taxing limit (Transcript at pg. 274).

The Association points out that the cost to the County of the Association's contract proposals, if awarded, would be one hundred and twenty seven million dollars over five (5) years. It insists that the evidence discussed above establishes that the County has the financial ability to pay for the Association's proposals.

The Association also maintains that the County is far less dependent on State Aid than other comparable New York State Counties in order to fund its expenditures. It submits the following data in support of that assertion.

**Census/Debt/State Aid
Sales Tax/Property Tax
Comparison**

Major NYS Counties

County	Census	Debt Limit Utilized	State Aid as %% Revenues
Erie	968,854	13.9%	15.9%
Monroe	713,968	21.8%	20.8%
Nassau	1,287,968	20.5%	9.9%
Onondaga	46,973	27.2%	18.9%
Suffolk	1,321,768	9.5%	14.7%
Westchester	874,866	8.8%	12.9%

County	Sales Tax Aid as %% Revenues	Prop Tax Aid as %% Revenues
Erie	19.0%	20.7%
Monroe	10.7%	24.3%
Nassau	28.8%	29.1%
Onondaga	9.8%	33.3%
Suffolk	36.5%	23.4%
Westchester	11.4%	27.5%

Source: Special Report on Municipal Affairs-Fiscal Years Ending 1994

NYS: Office of State Comptroller; Released December 1995

The Association contends that the County has property tax rates lower than those in comparable New York State Counties. It submits the following data in support of that assertion.

**Major NYS Counties
Tax Rates Per
\$1,000 Full Value**

County	1990	1991	1992	1993	1994
Erie	\$9.32	\$8.77	\$7.79	\$7.87	\$7.38
Monroe	\$7.56	\$7.95	\$7.43	\$7.16	\$7.25
Nassau	\$6.12	\$5.00	\$4.52	\$4.27	\$2.86
Onondaga	\$10.89	\$10.30	\$9.02	\$9.92	\$10.00
Suffolk	\$4.31	\$3.86	\$3.73	\$3.77	\$4.36
Westchester	\$5.12	\$4.66	\$4.38	\$4.57	\$4.97

**Source: Constitutional Tax Limits for Counties, Cities & Villages;
Fiscal Years Ending 1994**

NYS: Office of State Comptroller; Released March 1995

It further alleges that the County has exhausted far less of its legal taxing authority than other comparable New York State Counties. It submits the following data in support of that assertion.

**Major NYS Counties
Sales Tax Rates**

County	Rate	Retained by County
Erie	4.00%	1.00%
Monroe	4.00%	1.75%
Nassau	4.25%	4.25%
Onondaga	3.00%	1.06%
Suffolk	4.00%	8.75%
Westchester	2.5%	1.5%

Accordingly, the Association insists that the County can afford to pay for the Association's wage and other economic proposals without unduly burdening either the County or its residents and taxpayers. Therefore, it argues that pursuant to this statutory criterion, the Association's wage and other economic

proposals are clearly the more reasonable and ought to be awarded.

The Association also maintains that awarding the County's economic proposals will invariably and unnecessarily cause a decline in morale among the County's Police Officers. The Association argues that such an outcome would not serve the interest or the welfare of the public.

The Association further contends that the interest and welfare of the public would best be served by rewarding Nassau County Police Officers for efficiency and productivity. It asserts that the effectiveness of the County's Police Officers is reflected in a record setting drop in the County's crime rate. The Association maintains that aggressive police work by its members has resulted in the County's major crime rate in 1996 dropping to its ninth straight record low (Association Exhibit F-7). It claims that the number of major crimes reported in the County in 1996 fell in six of seven (7) categories of major crimes, i.e., murder, rape, robbery, larceny and auto theft (Association Exhibit F-7). The Association alleges that the 1996 major crime statistics for the County represent a thirty-five percent (35%) drop in major crime since 1975 (Association Exhibit F-7).

The Association maintains that these crime statistics objectively demonstrate that increases in police productivity produced record setting reductions in crime. It contends that these "remarkable advances are simply put, the result of harder and smarter working, more efficient and more productive police officers, who, by their personal efforts, have dramatically reduced

crime, increased service levels, assumed added responsibilities and burdens, and in the bargain have effectuated cost savings" (Association Brief at pg. 12).

The Association asserts that the public benefits in myriad ways from this reduction in crime. It alleges that this reduction in crime leads to increased tourism, more jobs and a stronger local economy. The Association argues that its members have earned the right to share in the fruits of their labor. Thus, it insists that the evidence concerning the interest and welfare of the public supports awarding the wage increases proposed by the Association.

With regard to the statutory criterion concerning the peculiarities of the policing profession, i.e., its hazards and its unique physical, mental, educational and training qualifications, the Association maintains that the peculiarities of the policing profession are unique and cannot fruitfully be compared to the peculiarities of other professions. It further contends that the peculiarities of the profession of Nassau County Police Officer are relatively the same as those of other municipal law enforcement personnel in Nassau County and of Suffolk County Police Officers. Thus, the Association asserts that the most relevant evidence in this proceeding deals with a comparison between the wages, hours and conditions of employment of Nassau County Police Officers and those of other municipal law enforcement personnel in Nassau County, as well as Police Officers employed by Suffolk County. As noted above, it argues that this evidence of comparability demonstrates the reasonableness of the Association's wage proposal.

Therefore, the Association insists that this statutory criterion also supports the awarding of its wage proposal.

With regard to the statutory criterion concerning the terms of the collective agreements negotiated between the parties in the past, the Association maintains that this criterion also supports the reasonableness of its wage proposal. It contends that the evidence concerning the history of the parties' bargaining relationship demonstrates the County and the Association have maintained a structured parity between the wages paid to the County's Police Officers and the wages paid to the Suffolk County Police Officers. It argues that the history of collective negotiations between the County and the Association requires the awarding of increases similar to those recently awarded to Suffolk County Police Officers. Therefore, the Association insists that this statutory criterion also supports the awarding of its wage and benefit proposals.

The Association asserts that currently, County Police Officers are paid a night shift differential of ten percent (10%) for the hours between 12 p.m. and 11:00 p.m. and of twelve percent (12%) for the hours between 11:00 p.m. and 7:00 a.m. The Association has proposed that the night shift differential be increased to thirteen percent (13%) effective January 1, 1996 for all hours beginning 11:00 a.m. through 7:00 a.m. It points out that the Memorandum of Agreement which was not ratified by the parties, provided that the night differential would be thirteen percent (13%) for all employees assigned to "Chart Orange" on the 7:00 p.m. to 7:00 a.m.

steady tour, and would be ten percent (10%) for the hours of 11:00 a.m. to 7:00 p.m. for those officers on the 7:00 a.m. to 7:00 p.m. steady tour (Association Exhibit A-4).

The Association maintains that its night shift differential proposal is necessary in order to keep up with the night shift differential paid to police officers by comparable jurisdictions. It further maintains that its night shift differential proposal is needed in order to provide County Police Officers with an incentive to work night tours. Thus, the Association argues that its night shift differential proposal is reasonable and ought to be awarded.

The Association asserts that currently, County Police Officers receive longevity pay pursuant to the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
0-5 years	\$0
6-9	\$900
10-14	\$1,500
15	\$2,200
16-25	Additional \$300 per year of service
25+	Additional \$100 per year of service

(Association Exhibit A-2) The Association has proposed that County Police Officer longevity pay, beginning with six (6) years of service, be increased to the following levels: effective January 1, 1997 - two hundred and fifty dollars (\$250) per year of service; effective January 1, 1998 - two hundred and seventy five dollars (\$275) per year of service; and effective January 1, 1999 - three hundred dollars (\$300) per year of service.

The Association maintains that its longevity proposal acknowledges and rewards the experience of senior officers. It further maintains that the Association's longevity proposal, if awarded, would permit the County's Police Officers to keep pace with their counterparts in comparable jurisdictions. The Association contends that the record shows that County Police Officers are paid less in longevity pay than many of their counterparts in comparable jurisdictions (Association Exhibit F-9). In particular, it asserts that the County's longevity proposal if awarded, would result in County Police Officers falling behind their counterparts in Suffolk County. The Association submits the following data in support of that assertion.

	Suffolk County	Suffolk County	Nassau County	Nassau County PBA Proposal		
	1/1/97	1/1/98	1995	1/1/97	1/1/98	1/1/99
6yr.	1,050	1,200	900	1,500	1,650	1,800
10yr.	1,750	2,000	1,500	2,500	2,750	3,000
15yr.	2,625	3,000	2,000	3,750	4,125	4,500
20yr.	3,500	4,000	3,700	5,000	5,500	6,000

The Association asserts that the Nassau County Police Department has long been recognized as the premier police force on Long Island. Thus, it insists that the County's Police Officers should receive, at the very least, comparable longevity payments. Therefore, the Association argues that its longevity proposal is reasonable and ought to be awarded.

The Association has proposed that effective July 1, 1997, a

five thousand dollar (\$5,000) assignment differential be established which shall thereafter be increased by the same percentages as the general wage increase. It asserts that this assignment differential should be paid to County Police Officers assigned to the Bureau of Special Operations, the Emergency Service Bureau, Applicant Investigations, CTS Breath Technicians, Scuba Divers and other similarly situated Police Officers. The Association contends that the purpose of its assignment differential proposal is to reward Police Officers who have the expertise, skills and qualifications which are necessary to meet the exceptional challenges of police work. It points out that Suffolk County Police Officers were recently awarded a seventeen and one-half percent (17-1/2) increase in assignment pay. Thus, the Association insists that its assignment differential proposal is reasonable and ought to be awarded.

Under the expired Agreement, the County was required to pay for the current level of health insurance benefits for all employees during the life of the Agreement. The Association alleges that it has proposed that the status quo be maintained and that the County continue to pay for and maintain the current level of benefits for all employees during the term of the awarded Agreement. It asserts that the Association's health insurance proposal is needed to ensure that there will be no decrease in health insurance benefits for County Police Officers during the life of the Agreement. The Association further asserts that police officers in comparable jurisdictions are not required to share the

cost of their health insurance, as the County has proposed. It alleges that given the historic increases in the cost of health insurance, requiring County Police Officers to share the cost of their health insurance could significantly impact upon their compensation and further erode their rank among their counterparts in comparable jurisdictions in terms of total compensation. Thus, the Association argues that its health insurance proposal is reasonable and ought to be awarded.

The Association has proposed that the Agreement be revised to state that effective January 1, 1996, Step 1 and Step 2 salaries shall retroactively be adjusted to January 1, 1992 by using the same percentage increases that were previously applied to Step 3. It asserts that the record shows that the awarding of this proposal is needed to correct a miscalculation in salary rates "and retroactively adjust those salary rates to bring them back in line to where they were before the 1992 mistake" (Association Brief at pg. 28). The Association points out that in the Memorandum of Agreement, which the parties failed to ratify, the County recognized the miscalculation and expressed its willingness to remedy the mistake by making the affected Officers whole. Thus, it argues that the Association's alternate salary rate proposal is reasonable and ought to be awarded.

The Association has proposed that the pilot program for steady tours known as "Chart Orange" be made permanent. It also has proposed that all Police Officers currently on Chart 5 and Chart 7 be assigned to Chart Orange, and that those Officers not assigned

to Chart Orange be assigned to a duty chart that schedules up to two hundred and thirty two (232) tours per year and no more than eighteen hundred and fifty six (1856) hours per year. The Association has further proposed that for three (3) years after graduation from the Police Academy, new hires be assigned up to sixty five (65) hours of work in excess of the hours to be worked pursuant to Chart Orange. Finally, the Association has proposed that either party have the right to demand a meeting to discuss and agree on the length of tours and the number of appearances on any other work chart.

The Association maintains that the parties' steady tour pilot program has resulted in a significant reduction in the use of sick leave. It asserts that the record demonstrates that sick leave has been reduced by thirty three percent (33%) since the steady tour program went into effect. The Association further asserts that this has resulted in a one million seven hundred thousand dollar (\$1,700,000) annual savings in overtime compensation. It also contends that a thirteen percent (13%) drop in crime since steady tours were implemented demonstrates the effectiveness of steady tours in fighting crime. The Association alleges that its work schedule proposal also is supported by relevant evidence of comparability. Thus, it argues that the Association's work schedule proposal is reasonable and ought to be awarded.

The Association has proposed that the clothing allowance paid to County Police Officers be increased by the following amounts: effective January 1, 1996, by fifty dollars (\$50) to twelve hundred

dollars (\$1200) per year; effective January 1, 1998, by fifty dollars (\$50) to twelve hundred and fifty dollars (\$1250) per year; and effective January 1, 2000, by fifty dollars (\$50) to thirteen hundred dollars (\$1300) per year. It maintains that its clothing allowance proposal is needed to cover the increased cost of purchasing clothing for work and maintaining it properly. The Association also contends that its clothing allowance proposal is supported by evidence concerning comparability. Finally, it asserts that the fact that the Memorandum of Agreement provided for the same increases in the clothing allowance now being sought by the Association, demonstrates that the County recognized the need for these increases and its ability to pay for them. Thus, the Association argues that its clothing allowance proposal is reasonable and ought to be awarded.

The Association has proposed that the equipment allowance paid to County Police Officers be increased by the following amounts: effective January 1, 1996, by fifty dollars (\$50) to eight hundred and fifty dollars (\$850) per year; effective January 1, 1998, by fifty dollars (\$50) to nine hundred dollars (\$900) per year; and effective January 1, 2000, by fifty dollars (\$50) to nine hundred and fifty dollars (\$950) per year. It maintains that its equipment allowance proposal is needed to cover the increased cost of purchasing equipment for work, such as leather holsters and belts for guns, as well as the cost of and maintaining that equipment properly. The Association also contends that its equipment allowance proposal is supported by evidence concerning

comparability. Finally, it asserts that the fact that the Memorandum of Agreement provided for the same increases in the equipment allowance now being sought by the Association, shows that the County recognized the need for these increases and its ability to pay for them. Thus, the Association argues that its equipment allowance proposal is reasonable and ought to be awarded.

The Association has proposed that Section 11 of the Agreement be amended to increase the release time of certain Association representatives, to compensate Association Board of Governors for all purposes in accordance with Section 9.1-2A (Alternative Salary Rates), and to allow Association Officers who are excused full time to pick the tour to which they will be assigned in accordance with their seniority within their command.

The Association maintains that the record demonstrates that the Nassau County Superior Officers Association currently receives 2.12 days of release time per member, whereas the Association receives only 1.02 days of release time per member. The Association contends that it needs additional time off in order to appropriately service its members. It asserts that even if its employee representative proposals are awarded, the Association would only be receiving approximately half of the release time currently enjoyed by the Superior Officers. The Association alleges that other aspects of its employee representative proposals are supported by evidence concerning the analogous benefits granted to the Suffolk County Police Benevolent Association. Thus, it argues that the Association's employee representative proposals are

supported by evidence of comparability. Therefore, the Association insists that its employee representative proposals are reasonable and ought to be awarded.

The Association has proposed that effective January 1, 1996, the County provide its Police Officers with 9mm handguns at no cost to the Officers and that effective January 1, 1996, the County provide retiring Police Officers with 9mm handguns at no cost to the Officers. It also has proposed that effective January 1, 1996, the County reimburse any Police Officer who has paid for a 9mm handgun up to a maximum cost of six hundred dollars (\$600). The Association asserts that the same benefit that it has proposed is currently being enjoyed by the County's Superior Officers. Thus, it argues that the Association's handgun proposal is reasonable and ought to be awarded.

The Association has proposed that effective January 1, 1996, the County's dental contribution per employee be increased by one hundred dollars (\$100) from four hundred and twenty five dollars (\$425) to five hundred and twenty five dollars (\$525). It also has proposed that the Agreement's reopener be revised to reflect this increase.

The Association maintains that its dental proposal is needed to alleviate the financial burden resulting from the increasing cost of dental care. It contends that the Association's dental proposal is supported by record evidence concerning comparability (Association Exhibits A-5, A-9 and A-10). The Association further contends that the evidence shows that the County has the ability to

pay for this proposed increase. Therefore, the Association argues that its dental proposal is reasonable and ought to be awarded.

The Association has proposed that effective January 1, 1996, the County's optical contribution per employee be increased by sixty dollars (\$60) from one hundred and ten dollars (\$110) to one hundred and seventy dollars (\$170). It also has proposed that the reopener be revised to reflect this increase.

The Association maintains that its optical proposal is supported by evidence concerning comparability (Association Exhibit 7). It further contends that the record shows that the County has the ability to pay for this proposed increase. Therefore, the Association argues that its optical proposal is reasonable and ought to be awarded.

The Association has proposed that effective January 1, 1997, the County reimburse Police Officers who take college courses up to five hundred thousand dollars (\$500,000) per year. It asserts that this benefit will result in the County having a more professional, better educated police force. The Association also urges that Suffolk County Police Officers were recently awarded a two hundred thousand dollar (\$200,000) increase, per year, for education reimbursement (Association Exhibit 7). Thus, it alleges that the Association's education proposal is supported by comparability evidence. Therefore, the Association argues that its education proposal is reasonable and ought to be awarded.

The Association has proposed that within thirty (30) days of the date of this Opinion and Award, the County implement a direct

deposit program for its Police Officers similar to the system currently in place for the Department's Superior Officers. It asserts that the County's Police Officers are as deserving of this benefit as the County's Superior Officers. The Association further asserts that its direct deposit proposal, if awarded, will impose no costs on the County and might result in administrative savings. Thus, it argues that the Association's direct deposit proposal is reasonable and ought to be awarded.

The Association has proposed that as of the date of this Opinion and Award, County Police Officers be permitted, at their option, to use all or part of their accrued leave, except for sick leave, as well as all of their accrued compensatory time prior to retirement upon notifying the Department of their intent to retire. It maintains that the County's Superior Officers currently enjoy such a benefit. The Association insists that there is no reason why the County's Police Officers should not have the same option. Therefore, it argues that the Association's use of accrued leave and compensatory time proposal is reasonable and ought to be awarded.

Currently, termination pay is paid to the County's Police Officers upon retirement based upon a two hundred and sixty one (261) day annual work schedule. The Association has proposed that the two hundred and sixty one (261) day annual work schedule used to calculate this benefit be changed as follows: effective January 1, 1996, the daily rate shall be calculated by using a two hundred and forty five (245) day annual work schedule, and effective

January 1, 1998, the daily rate shall be calculated by using a two hundred and thirty two (232) day annual work schedule. It asserts that the payout rate should reflect the actual number of scheduled work days per year and not the two hundred and sixty one (261) days which once represented the number of scheduled work days per year for the County's Police Officers. The Association further asserts that its payout rate proposal is supported by evidence concerning comparability. Therefore, it argues that the Association's payout rate proposal is reasonable and ought to be awarded.

Currently, County Police Officers are permitted to accrue up to fifty four (54) days of paid vacation. The Association has proposed that the number of vacation days Officers are permitted to accrue be increased to the following levels: effective January 1, 1997 - ninety (90) days; effective January 1, 1998 - one hundred (100) days; effective January 1, 1999 - one hundred and ten (110) days; and effective January 1, 2000 - one hundred and twenty (120) days.

The Association points out that the use of vacation days by Police Officers often requires the County to pay other Officers overtime at one and one-half (1-1/2) times their regular rate of pay. It asserts that permitting Officers to accrue additional vacation days will save the County money by reducing its overtime costs. The Association also asserts that the cost of permitting a Police Officer to accrue additional vacation days is spread out over an Officer's entire career. It further alleges that its vacation accrual proposal is supported by evidence concerning

comparability. Therefore, it argues that the Association's vacation accrual proposal is reasonable and ought to be awarded.

Currently, "upon the fifth consecutive January 1 following commencement of service," County Police Officers receive twenty seven (27) paid vacation days per year (Joint Exhibit No. 3 at pg. 36). The Agreement also permits Officers to split their vacations into three (3) separate periods of at least five (5) full days.

The Association has proposed that effective January 1, 1997, vacation entitlement for Police Officers with ten (10) or more years of experience be increased by three (3) days per year to thirty (30) paid vacation days. It also has proposed that effective January 1, 1997, Officers be permitted to pick up to ten (10) individual vacation days per year. The Association asserts that its proposal to increase the vacation entitlement is supported by evidence concerning comparability. It further asserts that its proposal to permit ten (10) individual picks will result in the more efficient deployment of personnel and provide the County with an opportunity to reduce its overtime costs. The Association also maintains that since Officers already are permitted to pick five (5) holidays per year, an administrative mechanism is already in place to implement this aspect of the Association's vacation leave proposal. Therefore, it argues that the Association's vacation leave proposal is reasonable and ought to be awarded.

Currently, County Police Officers are permitted to accumulate up to four hundred and seventy (470) days of paid sick leave and are paid for half of their accumulated days, i.e., up to two

hundred and thirty five (235) days, upon retirement. The Association has proposed that the number of days of paid sick leave Officers are permitted to accumulate be increased to the following levels: effective January 1, 1997 - five hundred and fifty (550) days; effective January 1, 1998 - five hundred and eighty (580) days; effective January 1, 1999 - six hundred and ten (610) days; and effective January 1, 2000 - six hundred and fifty (650) days.

The Association points out that the use of sick days by Police Officers often requires the County to pay other Officers overtime at one and one-half (1-1/2) times their regular rate of pay. It asserts that permitting Officers to accumulate additional paid sick days will save the County money by reducing its overtime costs. The Association also asserts that its sick leave accumulation proposal is supported by evidence concerning comparability. Therefore, the Association argues that its sick leave accumulation proposal is reasonable and ought to be awarded.

In Mediation, the Association proposed increasing the compensatory cap to two hundred thirteen (213) hours at the overtime rate, which is three hundred twenty (320) hours at the straight time rate. It provided a series of rationales why such a change would benefit both parties.

The Association also proposed "substantially increasing" the per diem paid to arbitrators so as to increase arbitrator availability in order to expedite the hearing process.

The Association has proposed that the parties' grievance procedure be amended to provide for binding arbitration. It

asserts that the County Police Department is the only police department in New York State with non-binding grievance arbitration. Thus, the Association asserts that its binding arbitration proposal is supported by evidence concerning comparability.

The Association also has proposed that the parties' grievance procedure be amended to provide that any monetary compensation awarded as a result of final and binding grievance arbitration be paid within sixty (60) days of receipt of the award or with interest calculated at the rate of nine percent (9%) per annum. The Association asserts that this proposal is needed to insure that successful grievants be paid in a timely manner. It further notes that if this proposal is awarded, there will be no cost to the County if it acts in a timely manner in response to an arbitrator's award.

The Association has proposed that the parties' grievance procedure be amended by adding a provision which states that once a non-monetary grievance is filed, the grievants and the Association will be placed in the same position they were in before the events which led to the filing of the grievance at issue. It asserts that this proposal, if awarded, would protect Officers from being harmed during the processing of grievances, which the Association further asserts is often delayed by the County.

The Association has proposed that the parties' grievance procedure be amended by adding a provision which provides that arbitrators will have the jurisdiction to award attorneys' fees and

liquidated damages if an arbitrator finds that the County has violated the Agreement for a second time under substantially similar circumstances. It asserts that the record demonstrates that the County has repeatedly violated certain provisions of the Agreement (Transcript at pgs. 99-113). The Association maintains that its recurring violation proposal is needed to deter the County from repeatedly violating certain provisions of the Agreement.

For all of these reasons, the Association argues that its proposals to amend the parties' grievance procedure are reasonable and ought to be awarded.

The Association has proposed that during the term of the Agreement it be granted the right, at its sole option, to reopen the Agreement to negotiate over wages, longevity pay or night shift differential, in the event that another bargaining unit of County employees achieves compensation through negotiations or arbitration in excess of that provided to County Police Officers in these areas of compensation. It asserts that a similar reopener was recently awarded in the interest arbitration between Suffolk County and its Police Officers. It also notes that the expired Agreement, here, provided for a reopener. Thus, the Association contends that its reopener proposal is supported by evidence concerning comparability. Therefore, it argues that the Association's reopener proposal is reasonable and ought to be awarded.

Currently, County Police Officers are restricted, under certain circumstances, from engaging in off-duty security work. The Association has proposed that upon the date of this Opinion and

Award, all restrictions be eliminated on County Police Officers engaging in off-duty security work.

The Association maintains that the restrictions on Officers engaging in off-duty security work make no sense. It contends that a large segment of the general population engages in off-duty employment to make extra money to support their families. The Association asserts that this off-duty work is generally done in a person's field of expertise. It notes that a Police Officer's field of expertise is in security and law enforcement. Thus, the Association argues that County Police Officers should be permitted to engage in off-duty security work without any restrictions. It further asserts that lifting the restrictions on Officers engaging in off-duty security work is supported by evidence concerning comparability. Therefore, the Association insists that its off-duty security work proposal is reasonable and ought to be awarded.

The Association has proposed that effective on the date of this Opinion and Award, all boats over nineteen (19) feet long operated by the County Police Department shall be staffed with a crew of no less than two (2) Police Officers and that all boats over twenty nine (29) feet long operated by the County Police Department shall be staffed with a crew of no less than three (3) Police Officers. It maintains that this proposal, if awarded, will help ensure the safety of the Police Officers assigned to these vessels. The Association further maintains that its maritime staffing proposal is consistent with the crew sizes employed by other comparable law enforcement agencies such as the New York City

Police Department and the Port Authority of New York and New Jersey Police Department. Thus, it asserts that the Association's maritime staffing proposal is supported by evidence concerning comparability. The Association further asserts that the evidence establishes that the County can afford to pay for this proposal. Therefore, it argues that the Association's maritime staffing proposal is reasonable and ought to be awarded.

The Association has proposed that effective January 1, 1996, Canine Officers be paid an annual stipend of ten thousand dollars (\$10,000). It asserts that Canine Officers are assigned to care for and maintain their dogs during off duty hours. The Association maintains that canine officers spend more than fifteen (15) hours per week caring for their dogs during off duty hours. It contends that if the average hourly wage of a Police Officer were multiplied by fifteen (15) hours per week, times fifty two (52) weeks, times time and one-half for overtime, then the cost to the County would be thirty five thousand dollars (\$35,000) per year for each Canine Officer. Thus, the Association insists that the Canine Officer stipend it has proposed is very reasonable when compared to the cost the County would have to pay if it were required to pay Canine Officers their average hourly rate for the off duty hours they spend caring for their dogs. Therefore, it argues that the Association's canine proposal is reasonable and ought to be awarded.

The Association opposes the County's proposal that employees hired on or after the date of this Opinion and Award be paid

pursuant to the following wage scale:

- A. Academy pay: \$21,000 for six months;
- B. Step 1: \$30,000 for six months;
- C. Step 2: \$35,000 for six months;
- D. Step 3: \$43,244.00 for six months;
- E. Step 4: \$45,512.00 for six months;
- F. Step 5: \$48,938.00 at anniversary date;
- G. Step 6: \$52,902.00 at anniversary date;
- H. Step 7: \$55,333.00 at anniversary date;
- I. Step 8: \$56,866.00 at anniversary date;
- J. Step 9: \$59,522.00 at anniversary date;

It maintains that the County's wage scale proposal is not supported by evidence of comparability. To the contrary, the Association contends that the County's wage scale proposal, if awarded, would result in newly hired County Police Officers being paid less than their newly hired counterparts in Suffolk County. Thus, it argues that the County's wage scale proposal is unreasonable and should not be awarded.

The Association opposes the County's proposal that holiday pay be reduced by two (2) holidays per year. It asserts that the County's holiday pay proposal, if awarded, would result in the County's Police Officers falling behind their counterparts in comparable jurisdictions in terms of holiday pay. Therefore, the Association argues that the County's holiday pay proposal is unreasonable and should not be awarded.

The Association opposes the County's proposal to establish a

sick leave management program and to eliminate family sick days. It asserts that the evidence shows that the use of sick leave by Officers has diminished significantly and resulted in substantial savings to the County. The Association further asserts that there is no evidence suggesting that sick leave is being abused. Thus, it argues that the County's sick leave proposals are unreasonable and should not be awarded.

The Association opposes the County's proposal to eliminate cash convertibility for compensatory days earned after January 1, 1996 for the donation of blood. It asserts that this proposal, if awarded, would result in a reduction in the overall compensation of Police Officers. The Association further asserts that Section 13-2 of the expired Agreement requires a replacement benefit substantially equal in monetary value if this benefit is eliminated. Thus, it argues that the County's blood donation proposal is unreasonable and should not be awarded.

The Association "adamantly opposes" the County's proposal that overtime be paid at straight time rates when permitted by law. It asserts that this proposal, if awarded, would result in a reduction in the overall compensation of Police Officers. The Association further asserts that such a reduction would result in County Police Officers earning less than their counterparts in comparable jurisdictions, such as Suffolk County. It contends that no other comparable jurisdiction has an overtime provision like the one being proposed by the County. The Association maintains that the County has provided no suitable justification for this proposal.

Therefore, it insists that the County's overtime proposal is unreasonable and should not be awarded.

The Association objects to the County's proposal that it not be required to pay Officers monies due those Officers which have been deferred from prior years. It asserts that this proposal, if awarded, would result in the alteration of the terms of prior Agreements between the parties. The Association maintains that I lack the jurisdiction to alter the terms of prior Agreements. It further maintains that this proposal, if awarded, would result in a tremendous windfall for the County at the expense of its Police Officers, who would lose a significant amount of money already earned. The Association points out that its members agreed to defer certain payments in order to assist the County through certain financial difficulties. It insists that to now take away those deferred monies would be inequitable as well as illegal. The Association contends that the County has provided no persuasive justification for this proposal. Therefore, it argues that the County's deferred money proposal is unreasonable and should not be awarded.

The Association rejects the County's proposal to eliminate the meal allowance set forth in Sections 9.12-1 and 2 of the expired Agreement. It asserts that this proposal, if awarded, would result in the County's Police Officers losing a benefit currently enjoyed by their counterparts in comparable jurisdictions and by the County's Superior Officers. The Association maintains that this benefit is crucial to Police Officers who are required to work

outside the County or for twelve (12) or more consecutive hours. It contends that the "loss of this benefit would send an ominous signal to police officers in Nassau County that their hard work is being rewarded with a loss of benefits" (Association Brief at pg. 57). The Association insists that this would not be good public policy. It further asserts that the County has provided no justification for this proposal. Therefore, the Association argues that the County's meal allowance proposal is unreasonable and should not be awarded.

The Association opposes the County's proposal that the time in which the County must notify Officers concerning overtime cancellation be reduced from seventy two (72) hours to twenty four (24) hours. It asserts that a seventy two (72) hour notice provision is needed to permit Officers to manage their lives and to provide "some order in an otherwise hectic job where uncertainty reigns" (Association Brief at pg. 58). The Association contends that the County has provided no acceptable justification for this proposal. Therefore, it argues that the County's overtime notification proposal is unreasonable and should not be awarded.

The Association opposes the County's proposal that the County be given the right to unilaterally institute an employee evaluation program. It asserts that a unilaterally instituted evaluation program could be used to harm Police Officers. The Association further asserts that Suffolk County Police Officers and Nassau County Superior Officers are not subject to an evaluation program. Therefore, it argues that the County's employee evaluation program

proposal is unreasonable and should not be awarded.

The Association opposes the County's proposal that the Association withdraw with prejudice any claims it has or may have had with regard to i) compensation of Police Officers assigned to canine units and ii) past practices regarding year-end checks. With regard to canine unit compensation, the Association asserts that pursuant to federal law it is not empowered to waive the rights of its members with regard to overtime compensation required by the Fair Labor Standards Act. The Association also asserts that eliminating the practice of paying all monies due in a particular year by December 31 would result in a short term cost to Police Officers. Thus, it argues that the County's withdrawal of claims proposal is unreasonable and should not be awarded.

The Association objects to the County's proposal to redefine a "temporary assignment" to include assignments to the Police Academy and the Department's Marine Bureau. It also opposes the County's proposal to rewrite Section 8.0 of the Agreement to I) give the Commissioner of the Department greater discretion in assigning Officers to non-patrol units, ii) lengthen the temporary assignment period from ninety (90) days to six (6) months, iii) change the term "specialized unit" to a "non-patrol command", reduce the number of postings per year from three (3) to two (2), iv) eliminate the oral interview of applicants, and v) give the Commissioner the discretion to assign bargaining unit work to non-bargaining unit civilian employees.

The Association maintains that the purpose of Section 8.0 of

the Agreement is to ensure a career path for Police Officers based upon merit rather than patronage. It asserts that the County's proposals to amend Section 8, if awarded, would open the door to the abuse of patronage. The Association contends that the County has not presented any persuasive evidence in support of these proposals. Therefore, it argues that these County proposals are unreasonable and should not be awarded.

The Association opposes the County's proposal to amend Section 9.15-2(A) of the Agreement to provide that "upon separation from service, an employee or heirs to his estate, shall receive the cash payment due upon termination in five (5) equal annual installments, without interest. Notwithstanding any other provision of this agreement, the total maximum amount of all combined payments shall not exceed \$100,000" (County Exhibit No. 8).

The Association asserts that this proposal, if awarded, would result in a windfall for the County. It further asserts that this proposal, if awarded, would result in a loss of money to Police Officers and their families when they need it the most. The Association insists that the County has shown no economic justification for its proposed reduction in severance benefits. Therefore, it argues that these County severance proposals are unreasonable and should not be awarded.

The Association rejects the County's proposal that Section 6.3 (b) of the Agreement be deleted so that Police Officers no longer have the option of using compensatory time or other time credited to them to serve penalties that have been imposed by the

Department. It contends that there is no evidence supporting the merit of the County's proposal. The Association further asserts that the County's discipline proposal, if awarded, would demoralize the County's Police Officers for no legitimate reason. Therefore, it argues that the County's discipline proposal is unreasonable and should not be awarded.

The Association opposes the County's proposal that Officers hired on or after January 1, 1997, be scheduled, at the discretion of the Commissioner, for up to two thousand and eighty eight (2,088) hours per year for the first five (5) years of their service. It asserts that the County's work schedule proposal, if awarded, would contravene the "Chart Orange" steady tour program the parties have adopted. The Association further asserts that the County's work schedule proposal, if awarded, would result in new hires working more hours per year than other Officers for three (3) years after their graduation from the Police Academy. It also contends that the County's work schedule proposal is not supported by the record evidence concerning comparability. Therefore, the Association insists that the County's work schedule proposal is unreasonable and should not be awarded.

In all, the Association asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded.

The County, on the other hand, asserts that taking into consideration all of the relevant statutory criteria, its final offer is the more reasonable one.

The County has not proposed any specific term for the awarded Agreement. However, it acknowledges that the five (5) year term covering the period January 1, 1996 through December 31, 2000 proposed by the Association, is within the limits of the term for the awarded Agreement stipulated by the parties.

The County has proposed that no wage increase be granted for the period January 1, 1996 through December 31, 1996, and that there be a two and one-half percent (2-1/2) wage increase on January 1, 1997 and a two and one-half percent (2-1/2) wage increase on each January 1 thereafter. It maintains that its salary proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in the Taylor Law. The County asserts that its salary proposal, if awarded, would allow the County to be competitive with comparable communities, while staying within its financial ability to pay.

With regard to the statutory criterion concerning comparability, the County primarily has compared its Police Officers to Police Officers employed by the County of Suffolk. It asserts that the wage increases it has proposed will result in the wages paid to the County's Police Officers keeping pace with the wages paid to their counterparts in Suffolk County. The County further asserts that the Association's wage proposal, if awarded, would result in the County's Police Officers being paid substantially more than their counterparts in Suffolk County.

In terms of overall compensation, the County asserts that its economic proposals, if awarded, would result in a cost to the

County similar to the cost of the Suffolk County - PBA contract. It asserts that the Association's economic proposals, if awarded, would result in a cost to the County well in excess of the cost of the Suffolk County - PBA contract. The County submits the following data in support of those assertions.

TABLE 13
CONTRACT COST COMPARISON, 1996-2000

YEAR	COUNTY PROPOSAL	PBA PROPOSAL	SUFFOLK CONTRACT
1996	\$131,499,560	\$146,927,043	\$130,259,094
1997	\$137,815,790	\$158,608,642	\$146,873,820
1998	\$138,244,434	\$164,887,589	\$153,439,738
1999	\$140,099,650	\$174,521,309	\$153,584,380
2000	\$142,756,722	\$183,124,068	\$158,336,408
TOTAL	\$690,416,157	\$828,068,652	\$742,493,439

(County Exhibit No. 17 at Table 13)

The County further maintains that the wage increases proposed by the Association are excessive in terms of the cost of living. It asserts that the expired Agreement contained wage increase of zero percent (0%) in 1992, four and three quarters percent (4-3/4%) in 1993, four and three quarters percent (4-3/4%) in 1994, and five and one-half percent (5-1/2%) in 1995. The County contends that this represents a compounded 15.76% increase over the four (4) years of the expired Agreement and a 3.94% general wage increase per calendar year. It insists that these wage increases were granted during a period when the cost of living increased by only

11.896%. Thus, the County argues that its Officers already have received wage increases recently which are approximately one percent (1%) in excess of inflation.

The County asserts that the Association's proposed wage increases, if awarded, would result in a compounded 30.69% rate increase over the five (5) years of the proposed Agreement, or a 6.138% annual percentage wage increase. It alleges that there is no justification why the County's Police Officers should receive a wage increase so in excess of the increase in cost of living. However, the County maintains that even if the Association could rationally argue that its members should continue to receive wage increases one percent (1%) above the increase in the cost of living, as they did in the expired Agreement, the Association's proposed wage increase would assume an average increase in the cost of living in excess of five percent (5%) during the life of the proposed Agreement. It insists that neither recent history regarding increases in the cost of living or any other record evidence justifies an assumption that the cost of living will increase by such a high percentage during the life of the proposed Agreement.

In summary, the County contends that when all of the appropriate comparisons are made, its wage proposal is clearly the most reasonable and ought to be awarded.

The County maintains that its wage proposal also is the most reasonable with respect to the statutory criteria concerning the interests and welfare of the public and the County's ability to pay

for the parties' proposals. It insists that there are serious limitations to the County's ability to pay.

The County acknowledges that it has the legal authority to increase taxes to pay for the wage increases and other economic improvements being proposed by the Association. However, it insists that doing so would neither serve the interests nor the welfare of the public. The County maintains that paying for the Association's proposals would adversely affect the County's bond rating and increase the County's cost of borrowing funds. It further maintains that if the Association's economic proposals were awarded, the County would have to consider reducing other important services to its residents and taxpayers and or lay off other County employees.

Thus, for all of these reasons, the County insists that it cannot afford to pay for the excessive wage increases being sought by the Association. Therefore, it argues that pursuant to this statutory criteria, the County's wage proposal is clearly reasonable and ought to be awarded.

With regard to the statutory criterion concerning the terms of the collective agreements negotiated between the parties in the past, the County maintains that this criterion also supports the awarding of its wage proposal. For example, the County points to the unratified Memorandum of Agreement. It asserts that the County's proposed wage increases and other economic proposals are more similar in terms of cost to the wage increases and other economic changes negotiated as part of the Memorandum of Agreement

than the wage increases and other economic improvements now being proposed by the Association. The County submits the following data in support of those assertions.

TABLE 13
CONTRACT COST COMPARISON, 1996-2000

YEAR	COUNTY PROPOSAL	MOA PROPOSAL	PBA PROPOSAL
1996	\$131,499,560	\$136,338,423	\$146,927,043
1997	\$137,815,790	\$145,953,867	\$158,608,642
1998	\$138,244,434	\$147,353,530	\$164,887,589
1999	\$140,099,650	\$151,471,730	\$174,521,309
2000	\$142,756,722	\$156,520,157	\$183,124,068
TOTAL	\$690,416,157	\$737,637,707	\$828,068,652

(County Exhibit No. 17 at Table 13)

In all, the County insists that there is no justification, whatsoever, for the magnitude of increases being proposed by the Association. Instead, the County maintains that its wage proposal more closely comports with the relevant statutory criteria.

As to other issues, the County has proposed amending the Agreement so that the County's obligation for Police Officer health insurance coverage is limited to the cost of their health insurance as of the date of this Opinion and Award. It has proposed that any increases in the cost of health insurance from that day forward be paid by Police Officers through payroll deductions. The County argues that its health insurance proposal is reasonable and ought

to be awarded.

The County has proposed that the Agreement's reopener language be deleted. It asserts that a reopener "risks a never-ending series of arbitrations under which the several County unions would (in effect) be required to reach identical results on these issues" (County Brief at pg. 47). Thus, the County argues that reopeners are unreasonable and should be deleted from the Agreement.

The County has proposed that Officers hired on or after the effective date of this Opinion and Award be paid according to the following wage scale:

- A. Academy pay: \$21,000 for six months;
- B. Step 1: \$30,000 for six months;
- C. Step 2: \$35,000 for six months;
- D. Step 3: \$43,244.00 for six months;
- E. Step 4: \$45,512.00 for six months;
- F. Step 5: \$48,938.00 at anniversary date;
- G. Step 6: \$52,902.00 at anniversary date;
- H. Step 7: \$55,333.00 at anniversary date;
- I. Step 8: \$56,866.00 at anniversary date;
- J. Step 9: \$59,522.00 at anniversary date;

It asserts that the County's new hire proposal is supported by record evidence concerning both comparability and the County's financial circumstance. It also notes that I adopted part of this proposal in my Interim Award. Thus, the County argues that its new hire proposal is reasonable and ought to be awarded.

The County has proposed that holiday pay for its Police

Officers be reduced by two (2) holidays per year, i.e., Columbus Day and Lincoln's Birthday. It points out that Officers do not actually get holidays off, but rather, are paid additional wages if their work schedules require them to work on a holiday. Thus, the County maintains that holiday pay is simply another form of Police Officer compensation. Accordingly, it asserts that the County's holiday pay proposal, like its wage proposal, is supported by record evidence concerning both comparability and the County's financial circumstance. Therefore, the County argues that its holiday pay proposal is reasonable and ought to be awarded.

The County has proposed that its Police Department be permitted to promulgate a sick leave management program. It also has proposed that family sick days be eliminated. The County asserts that the sick leave management program it has proposed will result in Officers who abuse sick leave losing "entitlement to scheduled overtime, scheduled night differential pay while on sick leave, and certain tour-selection rights" (County Brief at pg. 56). It notes that a virtually identical program to the one it now proposes was agreed to in the unratified Memorandum of Agreement. The County also points out that the expired Agreement provided Officers with twenty six (26) days of paid sick leave per year. Thus, the County insists that it is entirely reasonable to place modest restrictions on Officers who utilize excessive amounts of sick leave and to eliminate family sick days. Therefore, it argues that the County's sick leave proposals are reasonable and ought to be awarded.

The County has proposed that after January 1, 1996, Police Officers no longer be permitted to covert into cash compensatory days earned for donating blood. It asserts that this was part of the unratified Memorandum of Agreement. It also argues that this constitutes good labor relations policy. Therefore, the County argues that its blood donation proposal is reasonable and ought to be awarded.

The County has proposed that it be permitted to pay Officers for overtime work at straight time rates to the extent it is permitted by law to do so. It asserts that paying overtime compensation at the rate of time and one-half of regular salary when it is not required by law to do so, is simply another form of Police Officer compensation. It notes that Officers are already extremely well paid. Thus, the County asserts that its overtime compensation proposal, like its wage proposal, is supported by record evidence concerning both comparability and the County's financial circumstance. Therefore, the County argues that its overtime compensation proposal is reasonable and ought to be awarded.

The County has proposed that it not be required to pay certain monies deferred from prior years which are still owed to its Police Officers. It asserts that a similar provision was agreed to by the parties in the unratified Memorandum of Agreement. The County further asserts that my Interim Award failed to adequately address this issue by "merely provid[ing] for a cash convertibility at a significantly higher rate in 1999" (County Brief at pg. 59). It

insists that such a result does not adequately take into account the County's financial circumstances. Therefore, the County argues that its deferred monies proposal is reasonable and ought to be awarded.

The County has proposed amending the Agreement by deleting Sections 9.12-1 and 2 so that it is no longer required to provide Officers with a meal allowance. It asserts that payments under these provisions arise infrequently. Thus, the County maintains that the awarding of this proposal would "be a modest victory for the County in the overall compensation scheme" (County Brief at pg. 60). Therefore, it argues that the County's meal allowance proposals are reasonable and ought to be awarded.

The County has proposed that effective upon the date of this Opinion and Award, the time for the County to notify an Officer of overtime cancellation be reduced from seventy two (72) hours to twenty four (24) hours. It asserts that the record shows that it is difficult for the Department to provide more than twenty four (24) hours of advance notice regarding the cancellation of overtime. The County further asserts that there is little justification for more than twenty four (24) hours of advance notice regarding the cancellation of work. It maintains that when overtime is canceled, "a police officer is not required to change personal plans, but instead is suddenly allowed to make them" (County Brief at pg. 61). Therefore, the County argues that its overtime cancellation proposal is reasonable and ought to be awarded.

The County has proposed that its Police Department be permitted to unilaterally institute an employee evaluation program, even if such a program requires all Officers to participate. It asserts that other than an awards program and the Agreement's disciplinary machinery, there is no evaluation program in place. The County maintains that a formal evaluation program would permit the Department to have adequate feedback to its many Officers who neither earn awards nor are subject to discipline. It further asserts that the County has the legal right to unilaterally implement such a program after putting the Association on notice and giving it the opportunity to respond. The County contends that it has provided the Association with the required notice in this proceeding and that the Association has failed to and, therefore, waived its right to respond. Thus, it insists that the County has the legal right to implement such a program even if a contractual right to do so is not awarded herein. Regardless of that legal right, the County argues that its employee evaluation program proposal is reasonable and ought to be awarded.

The County has proposed that the night shift differential be paid only for night hours actually worked from 7:00 p.m. to 7:00 a.m. It asserts that pursuant to the parties' "steady tours" pilot program, the County has increased the night shift differential from ten percent (10%) to twelve percent (12%) for hours worked between 11:00 p.m. and 7:00 a.m. The County further asserts that the night shift differential has been increased in each of the parties' prior Agreements. Therefore, it argues that the County's night shift

differential proposal is reasonable and ought to be awarded.

The County has proposed that the Association withdraw with prejudice, on behalf of itself and its members, any claims which it may have or had with respect to either (i) compensation of Officers assigned to the canine corps in excess of the compensation provided for in the unratified Memorandum of Agreement or (ii) past practices regarding year-end checks. It asserts that the Association offered no evidence regarding appropriate compensation for Canine Officers other than the Memorandum of Agreement. Thus, the County maintains that the parties are in agreement that the Memorandum of Agreement should provide the basis for such compensation. It further asserts that the record establishes that the County has administrative problems issuing special year-end pay checks on December 31 of each year. The County contends that the current system of bi-weekly paychecks is a reasonable and proper compensation system. It alleges that there is no justification in the record for imposing on the County the expense of issuing year-end paychecks. Therefore, the County argues that its withdrawal of claims proposal is reasonable and ought to be awarded.

The County has proposed that the definition of "temporary assignments" in the Agreement be amended to include assignments to the Police Academy and the Marine Bureau. It asserts that temporary assignments to the Police Academy and the Marine Bureau in excess of ninety (90) days are currently deemed permanent. However, the County maintains that the record establishes that these assignments are frequently of a temporary nature even when

they are in excess of ninety (90) days. It also alleges that there is no evidence in the record in opposition to this proposal. Therefore, the County argues that its temporary assignment proposal is reasonable and ought to be awarded.

The County has proposed that Section 8.0 of the Agreement, regarding Qualifications, be amended to read as follows:

8.0 Qualifications

Effective January 1, 1997:

1. All members must have three (3) full years of patrol experience before they can be assigned permanently to a non-patrol command within the police department.
2. The provisions of subdivision (1), above, shall not apply to:
 - a) assignments for the good of the Department, as solely determined by the Commissioner of Police;
 - b) assignment of restricted duty or light duty police officers;
 - c) members who possess special qualifications such as, but not limited to, a college degree in chemistry, law, accounting, or a helicopter pilot license that are deemed to be needed in the best interest of the police department's operation;
3. Members listed in subdivision (2), above, and recruits assigned to the Police Academy shall have that time credited to the three (3) year requirement.
4. The Department shall at least, two (2) times per year or more frequently, in its discretion, cause a notification to be made regarding vacant positions. The Department shall be required to give proper notice, of at least 30 days, to all employees of the vacant positions to be filled from within the ranks.
5. "Vacant positions" for purposes of subdivision (5) above, shall not include any command the function of which is primarily patrol.
6. In order to comply with the provisions of subdivision (3), above, the Department shall:
 - a) list the job description; and

- b) list the qualification for the position and established application procedure; and
- c) designate time periods for applications to be filled with thirty (30) days being the minimum time set; and
- d) notify each applicant of the status and results of his/her application; and
- e) list all members who apply and who receive or are appointed said position(s).

7. In the event a position is posted as specified in subdivision (6), above and no qualified applicants apply for such assignment, the Department shall have the option, in the sole discretion of the Commissioner of Police, to:

- a) leave the positions vacant;
- b) re-post the vacancies;
- c) assign members of the Force or civilian members of the Department to fill the positions without the need of further posting.

8. In the event the Commissioner of Police, in his sole discretion, determines that a continued vacancy is detrimental to the good of the Department, such position may be filled, temporarily, during the period of posting.

9. Temporary assignments cannot be of such in nature as to last more than six (6) months and that time will be credited to the three (3) year requirement for assignment to non-patrol commands.

10. Temporary assignments must be separated by no less than six (6) months so as to not frustrate the intention of this agreement.

The County maintains that both parties wish to make specialized assignments within the Department subject to merit selection while retaining the appropriate authority of the Commissioner to manage the Department. It insists that the County's qualifications proposal accomplishes these desirable objectives. Therefore, the County argues that its qualifications proposal is reasonable and ought to be awarded.

The County has proposed amending Section 9.15-2(A) of the Agreement to provide that "upon separation from service, an employee or heirs to his estate, shall receive the cash payment due upon termination in five (5) equal annual installments, without interest. Notwithstanding any other provision of this agreement, the total maximum amount of all combined payments shall not exceed \$100,000." It asserts that paying termination benefits in five (5) equal annual installments rather than in one (1) lump sum lowers the tax burden on Officers separating from employment and the financial burden on the County. The County further asserts that the record demonstrates that severance checks paid to Officers currently are often in excess of one hundred thousand dollars (\$100,000) (County Exhibit Nos. 9, 18 and 23). Thus, it argues that the County's severance pay proposal is reasonable and ought to be awarded.

The County has proposed that Section 6.3 (b) of the Agreement be deleted so that Police Officers no longer have the option of using compensatory time or other time credited to them to serve penalties that have been imposed by the Department. It asserts that the current practice of permitting Police Officers the option of using compensatory time or other time credited to them to serve penalties that have been imposed by the Department, "undermines the efficacy of a disciplinary penalty, and that meaningful financial penalties should be in the form of 'actually working' penalty days or the payment of specific dollar amounts (rather than mere diminution of 'banked' leave entitlement)" (County Brief at pg.

72). Therefore, the County argues that its discipline proposal is reasonable and ought to be awarded.

The County has proposed that Officers hired on or after January 1, 1997, be scheduled, at the discretion of the Commissioner, for up to two thousand and eighty eight (2,088) hours per year for the first five (5) years of their service. It asserts that currently newly hired Officers can be required to work an additional ninety (90) hours per year for their first three years of employment. The County further asserts that having newly hired Officers work more hours per year than more senior Officers is fair and helpful in the training of those newly hired Officers. Therefore, it argues that its new hire proposal is reasonable and ought to be awarded.

The County opposes the Association's proposal to increase the night shift differential to thirteen percent (13%). It asserts that the expired Agreement provided for a ten percent (10%) night shift differential. The County further asserts that under the parties' "Chart Orange" pilot program of steady tours, the County has already agreed to increase the night shift differential to twelve percent (12%) for hours worked between 11:00 p.m. and 7:00 a.m. It also contends that the Association's night shift differential proposal is not supported by the evidence concerning comparability. Thus, it argues that the Association's night shift differential proposal is unreasonable and should not be awarded.

The County opposes the Association's proposal that longevity pay, beginning with six (6) years of service, be increased to the

following levels: effective January 1, 1997 - two hundred and fifty dollars (\$250) per year of service; effective January 1, 1998 - two hundred and seventy five dollars (\$275) per year of service; and effective January 1, 1999 - three hundred and dollars (\$300) per year of service. It asserts that pursuant to Section 9.5 of the Agreement, longevity pay for Police Officers ranges from nine hundred dollars (\$900) per year for Officers with six (6) years of service to five thousand two hundred dollars (\$5,200) per year for Officers with twenty five (25) years of service, with an additional one hundred dollars (\$100) per year for each year of service beyond twenty five (25). The County contends that the Association's longevity pay proposal is not supported by the evidence concerning comparability. It notes that at the top end, under the Association's proposal, longevity alone would approach nine thousand dollars (\$9,000.00). The County insists that such an amount is not justified. Thus, it argues that the Association's longevity pay proposal is unreasonable and should not be awarded.

The County opposes the Association's proposal to establish a five thousand dollar (\$5,000) assignment differential effective July 1, 1997. It asserts that the expired Agreement does not contain any provision for an assignment differential. The County maintains that there is no persuasive evidence demonstrating any need for this new benefit. It further maintains that the Association's assignment differential proposal is not supported by the evidence concerning comparability. The County also contends that the Association's assignment differential proposal, if

awarded, could create morale problems within the Department as Officers not assigned to these specific assignments may well feel unappreciated. Thus, it argues that the Association's assignment differential proposal is unreasonable and should not be awarded.

The County opposes the Association's proposal to amend Section 9.16 of the Agreement so that the County would be prohibited from decreasing health insurance benefits during the life of the Agreement. It asserts that under the expired Agreement the County was permitted to change insurance carriers so long as health insurance benefits remained comparable. The County insists that it needs the flexibility to change carriers and provide comparable or superior health insurance benefits even if a "single line benefit" might be marginally reduced. Therefore, it argues that the Association's health insurance proposal is unreasonable and should not be awarded.

The County opposes the Association's proposal to amend Agreement to state that effective January 1, 1996, Step 1 and Step 2 salaries shall be retroactively adjusted back to January 1, 1992 by using the same percentage increases that were previously applied to Step 3. It asserts that the enhanced salary rates being sought by the Association were originally meant for Police Officers assigned to perform Detective duties within the Detective Division. The County acknowledges that the cost of the Association's proposal, if awarded, would be modest. However, it insists that there is no justification in the record for granting a group of Police Officers an increase retroactive to 1992, as proposed by the

Association. Therefore, the County argues that the Association's alternate salary rate proposal is unreasonable and should not be awarded.

The County opposes the Association's proposal that the pilot program for steady tours, i.e., Chart Orange, be made permanent and that all Officers currently on Chart 5 or Chart 7 be assigned to Chart Orange. It asserts that pursuant to the expired Agreement, Officers worked schedules containing between two hundred and forty (240) and two hundred a thirty two (232) "tours" per year. The County further asserts that this resulted in Officers working between eighteen hundred and fifty six (1856) and nineteen hundred and twenty (1920) hours per year.

The County concedes that under the existing Chart Orange pilot program most Officers work eighteen hundred and fifty six (1856) hours per year. However, it contends that the pilot program is experimental and that it should not be made permanent. The County also maintains it would be administratively difficult to transfer Officers who are not currently working steady tours to Chart Orange, as the Association has proposed. It further maintains that one aspect of the Association's work schedule proposal would reduce the number of hours which new hires are assigned to work before moving to the "regular" schedule. The County argues that the issues affected by the Association's work schedule proposal should be left to the parties to resolve through future negotiations. Therefore, it argues that the Association's work schedule proposal is unreasonable and should not be awarded.

The County opposes the Association's proposal that the clothing allowance paid to Officers be increased by the following amounts: effective January 1, 1996, by fifty dollars (\$50) to twelve hundred dollars (\$1200) per year; effective January 1, 1998, by fifty dollars (\$50) to twelve hundred and fifty dollars (\$1250) per year; and effective January 1, 2000, by fifty dollars (\$50) to thirteen hundred dollars (\$1300) per year. It contends that there is no justification in the record for increasing the clothing allowance. The County insists that the current clothing allowance is more than adequate. Therefore, the County argues that the Association's clothing allowance proposal is unreasonable and should not be awarded.

The County objects to the Association's proposal that the equipment allowance paid to Officers be increased by the following amounts: effective January 1, 1996, by fifty dollars (\$50) to eight hundred and fifty dollars (\$850) per year; effective January 1, 1998, by fifty dollars (\$50) to nine hundred dollars (\$900) per year; and effective January 1, 2000, by fifty dollars (\$50) to nine hundred and fifty dollars (\$950) per year. It asserts that there is no justification in the record for increasing the equipment allowance. The County further claims that the Association's equipment allowance proposal is not supported by the record evidence concerning comparability. Therefore, it argues that the Association's equipment allowance proposal is unreasonable and should not be awarded.

The County rejects the Association's proposal to amend Section

11 of the Agreement to increase the release time of certain Association representatives, to compensate Association Board of Governors for all purposes in accordance with Section 9.1-2A (Alternative Salary Rates), and to allow Association Officers who are excused full time to pick the tour to which they will be assigned in accordance with their seniority within their command. It contends that the record contains no justification for these proposals. The County maintains that the "alternate salary plan" being sought by the Association is currently available only to Pilots/Mechanics and Officers assigned to Detective duties. It asserts that Association "leadership roles and access to release time do not qualify as grounds for additional pay and special privileges within the department" (County Brief at pg. 31) Thus, the County argues that the Association's employee representative proposals are unreasonable and should not be awarded.

The County opposes the Association's proposal that effective January 1, 1996, the County provide its Police Officers with 9mm handguns at no cost to the Officers and that effective January 1, 1996, the County provide retiring Police Officers with 9mm handguns at no cost to the Officers. The County also opposes the Association's proposal that effective January 1, 1996, the County reimburse any Police Officer who has paid for a 9mm handgun up to a maximum cost of six hundred dollars (\$600). It asserts that the Association's handgun proposals, if awarded, would result in Officers who receive an equipment allowance not being required to pay for their equipment. The County insists that would make little

sense. The County also rejects the notion of reimbursing officers for purchases they made privately of 9mm handguns. Therefore, it argues that the Association's handgun proposals are unreasonable and should not be awarded.

The County disputes the Association's proposal that effective January 1, 1996, the County's dental contribution per employee be increased by one hundred dollars (\$100) from four hundred and twenty five dollars (\$425) to five hundred and twenty five dollars (\$525) and that the Agreement's reopener be revised to reflect this increase. It maintains that there clearly is no logic to the retroactive increase in payments to a third-party vendor being sought by the Association, since no additional benefits have been derived during the retroactive period at issue. The County also points out that it has historically maintained a "pattern" of comparable dental contributions on behalf of all its employees. It admits that the record shows that the County does contribute five hundred and twenty five dollars (\$525) per employee per year for other employees, but asserts that an increase should only be the result of a "trade" for other benefits. Therefore, the County argues that the Association's dental proposal is unreasonable and should not be awarded.

The County opposes the Association's proposal that effective January 1, 1996, the County's optical contribution per employee be increased by sixty dollars (\$60) from one hundred and ten dollars (\$110) to one hundred and seventy dollars (\$170) and that the Agreement's reopener be revised to reflect this increase. It again

maintains that there clearly is no logic to the retroactive increase in payments to a third-party vendor being sought by the Association, since no additional benefits have been derived during the retroactive period at issue. Therefore, the County argues that the Association's optical proposal is unreasonable and should not be awarded.

The County opposes the Association's proposal that effective January 1, 1997, the County reimburse Police Officers who take college courses up to five hundred thousand dollars (\$500,000) per year. It asserts that there is no provision for education pay in the expired Agreement. The County further asserts that there is no evidence in the record supporting the awarding of this new benefit. Therefore, it argues that the Association's tuition reimbursement proposal is unreasonable and should not be awarded.

The County has no inherent objection to the Association's proposal that within thirty (30) days of the date of this Opinion and Award, the County implement a direct deposit system for its Police Officers similar to the system currently in place for the Department's Superior Officers. However, it asserts that it has consistently attempted to exchange its agreement to this Association proposal for the Association's agreement to the County's proposal to eliminate year-end paychecks. Thus, the County argues that the Association's direct deposit proposal should not be awarded unless I also award the County's proposal to eliminate year-end paychecks.

The County opposes the Association's proposal that as of the

date of this Opinion and Award, County Police Officers be permitted, at their option, to use all or part of their accrued leave, except for sick leave, as well as all of their accrued compensatory time, prior to retirement upon notifying the Department of their intent to retire. It asserts that there is no provision in the expired Agreement permitting Officers to use their accrued leave as a matter of right prior to retirement. The County further asserts that the record does not support awarding this proposal. Therefore, it argues that the Association's use of accrued leave and compensatory time proposal is unreasonable and should not be awarded.

Currently, certain benefits are paid to the County's Police Officers upon retirement based upon a two hundred and sixty one (261) day annual work schedule. The County objects to the Association's proposal that the two hundred and sixty one (261) day annual work schedule used to calculate these benefits be changed as follows: effective January 1, 1996, the daily rate shall be calculated by using a two hundred and forty five (245) day annual work schedule, and effective January 1, 1998, the daily rate shall be calculated by using a two hundred and thirty two (232) day annual work schedule. It asserts that the Association's proposal, if awarded, would result in approximately a twelve percent (12%) increase in this monetary benefit. The County further asserts that the Association has failed to offer any justification for such a large increase. Therefore, it argues that the Association's payout rate proposal is unreasonable and should not be awarded.

Currently, County Police Officers are permitted to accrue up to fifty four (54) days of paid vacation. The County opposes the Association's proposal that the number of vacation days Officers are permitted to accrue be increased to the following levels: effective January 1, 1997 - ninety (90) days; effective January 1, 1998 - one hundred (100) days; effective January 1, 1999 - one hundred and ten (110) days; and effective January 1, 2000 - one hundred and twenty (120) days. It asserts that there is no persuasive evidence in the record supporting such an increase. The County also points out that under the current Agreement, the right to "carryover" a current year's vacation entitlement is subject to prior approval by the Commissioner. The County insists that any increase in this benefit remain subject to such prior approval.

Currently, "upon the fifth consecutive January 1 following commencement of service" County Police Officers receive twenty seven (27) paid vacation days per year (Joint Exhibit No. 3 at pg. 36). The Agreement also permits Officers to split their vacations into three (3) separate periods of at least five (5) full days.

The County opposes the Association's proposal that effective January 1, 1997, vacation entitlement for Police Officers with ten (10) or more years of experience be increased by three (3) days per year to thirty (30) paid vacation days, and that effective January 1, 1997, Officers be permitted to pick up to ten (10) individual vacation days per year. It asserts that this proposal, along with the Association's proposal to increase the number of vacation days

Officers can carry over, is really a proposal to increase severance pay. The County further asserts that beyond catching up with Suffolk County officers, the Association offered no justification for its vacation leave proposal. Therefore, it argues that the Association's vacation leave proposal is unreasonable should not be awarded.

Currently, County Police Officers are permitted to accumulate up to four hundred and seventy (470) days of paid sick leave and are paid for half of their accumulated days, i.e., up to two hundred and thirty five (235) days, upon retirement. The County rejects the Association's proposal that the number of days of paid sick leave Officers are permitted to accumulate be increased to the following levels: effective January 1, 1997 - five hundred and fifty (550) days; effective January 1, 1998 - five hundred and eighty (580) days; effective January 1, 1999 - six hundred and ten (610) days; and effective January 1, 2000 - six hundred and fifty (650) days.

The County asserts that the Association's sick leave lump sum proposal is not, as the Association alleges, justified by the Suffolk County - PBA Agreement. It maintains that the Association's sick leave lump sum proposal, if awarded, would result in the County's Police Officers receiving a benefit superior to the analogous benefit received by their counterparts in Suffolk County. Therefore, the County argues that the Association's sick leave accumulation proposal is unreasonable and should not be awarded.

The County asserts that the Association has proposed, as described above, increasing the maximum accrual of unused sick days, personal days and vacation days for which a Police Officer can receive cash payment upon separation of service. It further asserts that these Association proposals, if awarded, will result in County Police Officers having separation from service benefits superior to those available to police officers in Suffolk County.

The County maintains that in 1996 a retiring Suffolk County police officer could receive a termination payment of up to three hundred and fifty five (355) days of accrued sick leave, vacation leave and personal leave. It contends that the maximum termination payment available to Suffolk County police officers will increase to four hundred and twenty five (425) days on February 1, 1997, and remain at that level until the term of the current Suffolk County - PBA contract expires on December 31, 1999.

The County asserts that in 1996 the maximum termination of service payment available to County Police Officers was four hundred and twenty four (424) days of accrued leave. It contends that the Association proposals to increase the various categories of accrued leave, if awarded, will result in County Police Officers having a maximum termination of service payment of five hundred and eighty five (585) days by the end of the Association's proposed Agreement.

The County maintains that this would result in its Police Officers being eligible to receive termination payments, at least in terms of the maximum number of days payable, seventeen to thirty

percent (17% - 30%) in excess of the comparable payments available to Suffolk County Police Officers. It submits the following data in support of these assertions.

TABLE 1
SEPARATION FROM SERVICE PAYMENTS
MAXIMUM NUMBER OF DAYS PAYABLE

SUFFOLK COUNTY

	TERMINAL LEAVE	SICK DAYS	VACATION DAYS	PERSONAL DAYS	TOTAL DAYS
1996	0	260	90	5	355
1997	0	300	120	5	425
1998	0	300	120	5	425
1999	0	300	120	5	425

NASSAU COUNTY PBA PROPOSAL

	TERMINAL LEAVE (at 25 yrs.)	SICK DAYS	VACATION DAYS	PERSONAL DAYS	TOTAL DAYS
1996	125	235	54	10	424
1997	125	275	90	10	500
1998	125	290	100	15	530
1999	125	305	110	15	555
2000	125	325	120	15	585

(County Exhibit No. 18 at Table 1) The County argues that there is no evidence in the record supporting such a disparity in the separation benefits available to Nassau County and Suffolk County Police Officers. Therefore, it again insists that the Association's proposals to increase the maximum accrual of unused sick days, personal days and vacation days for which a Police Officer can receive cash payment upon separation of service are

unreasonable and should not be awarded.

The County rejects the Association's proposal for an increase in cap for the compensatory time from one hundred ninety-two (192) hours straight time to three hundred twenty (320) hours straight time. While it agrees that an increase in this cap will result in a short term cash flow savings, it insists that the size of the increase proffered by the Association is excessive.

The County opposes the Association's proposal that the parties' grievance procedure be amended to provide for binding arbitration. It also opposes the Association's proposal that the parties' grievance procedure be amended to provide that any monetary compensation awarded as a result of final and binding grievance arbitration be paid within sixty (60) days of receipt of the award or with interest calculated at the rate of nine percent (9%) per annum. Further, the County objects to the Association's proposal that the parties' grievance procedure be amended by adding a provision which states that once a non-monetary grievance is filed, the grievants and the Association will be placed in the same position they were in before the events which led to the filing of the grievance at issue. Finally, the County disputes the Association's proposal that the parties' grievance procedure be amended by adding a provision which provides that arbitrators will have the jurisdiction to award attorneys' fees and liquidated damages if an arbitrator finds that the County has violated the Agreement for a second time under substantially similar circumstances. It argues that there is no persuasive evidence in

the record supporting the awarding of these proposals. The County insists that the Association's proposals to amend the parties' grievance procedure are unreasonable and should not be awarded.

The County opposes the Association's proposal that the Association be granted the right during the term of the Agreement to reopen the Agreement and negotiate over wages, longevity pay or night shift differential, in the event that another bargaining unit of County employees achieves compensation in excess of that provided to County Police Officers in these areas of compensation. It acknowledges that the parties' expired Agreement contained a reopener. However, the County insists that to award the reopener proposed by the Association "risks a never-ending series of arbitrations under which the several County unions would (in effect) be required to reach identical results on these issues" (County Brief at pg. 47). Thus, it argues that the Association's reopener proposal is unreasonable and should not be awarded.

Currently, County Police Officers are restricted, under certain circumstances, from engaging in off-duty security work without prior written approval from the Commissioner. The County opposes the Association's proposal that upon the date of this Opinion and Award, all restrictions be eliminated on County Police Officers engaging in off-duty security work. It asserts that the County must retain the right to disapprove of secondary employment situations which might conflict with an Officer's primary employment with the Department. Therefore, the County argues that Association's off-duty security work proposal is unreasonable and

should not be awarded.

The County objects to the Association's proposal that effective on the date of this Opinion and Award, all boats over nineteen (19) feet long operated by the County Police Department be staffed with a crew of no less than two (2) Police Officers and that all boats over twenty nine (29) feet long operated by the County Police Department be staffed with a crew of no less than three (3) Police Officers. It maintains that this proposal concerns minimum manning levels which are non-mandatory subjects of bargaining. Thus, the County argues that the Association's maritime staffing proposal is not within my jurisdiction.

Finally, the County opposes the Association's proposal that effective January 1, 1996, Canine Officers be paid an annual stipend of ten thousand dollars (\$10,000). It maintains that the Association's canine pay proposal is not supported by the record evidence. The County further maintains that the canine stipend proposed by the Association is excessive. Thus, it argues that the Association's canine pay proposal is unreasonable and should not be awarded.

In all, the County asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded. The County also claims that the proposals for increases set forth by the Association are unnecessary and excessive.

OPINION

Several introductory comments are appropriate here. I previously served as the Interest Arbitrator in a similar dispute between Suffolk County and the Suffolk County PBA. I issued an Award in that interest arbitration on October 11, 1996. The parties were mindful of my role in that proceeding when they selected me as the Interest Arbitrator to hear and resolve their dispute.

The Suffolk County - PBA Award is clearly relevant to this dispute. This is not only because it is a neighboring County, and not only because it is the only other County police force on Long Island, but because of the past bargaining history between the parties which has used the Suffolk County Police Department as an important basis of comparisons.

While I am mindful of the findings that I made in the Suffolk County - PBA Award, the fact remains that my determinations below are based entirely on the record made in this proceeding. For this reason, certain items awarded in this Opinion and Award, were not included in or are different from what was awarded in Suffolk County. That is because the record evidence in this proceeding was different than the record evidence in the Suffolk County - PBA interest arbitration.

As Interest Arbitrator under the parties' agreed upon procedure, I must adhere to the relevant statutory criteria set forth in Section 209 (4),(v) of the Taylor Law. These criteria are:

- a. comparison of 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 interest and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazard of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of the collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

Accordingly, and with these principles in mind, I now turn to the facts of this dispute.

The Association has proposed a five (5) year Agreement covering the period January 1, 1996 through December 31, 2000. The County has not proposed any specific term for the awarded Agreement. However, the County has acknowledged that the a five (5) year term covering the period January 1, 1996 through December 31, 2000, is within the limits of the term for the awarded Agreement stipulated by the parties. For the following reasons, I concur with the Association's request for an Award based upon a five (5) year Agreement and have formulated this Award based upon a contract term of five (5) years covering the period January 1, 1996 through December 31, 2000.

A five (5) year Agreement makes good sense. First, an Award covering a five (5) year period will enable the parties involved in this proceeding to have a period of time to resume their relationship free from the interruptions of collective bargaining. This period of time also will give the parties the opportunity to work with some of the contract changes being awarded herein. It is only through the passage of time that both the County and the Association will be able to determine if these changes have worked. After a substantial period of review, each of the parties will be able to seek in subsequent negotiations any modification that it deems appropriate.

Second, it is important to note that an Award of a two (2) or a three (3) year Agreement would require negotiations between the parties to begin almost immediately. After all, by the time of the issuance of this Award, almost twenty (20) months of its term have expired. This would be unduly burdensome on both the County and the Association. Thus, I concur with Association's preference for a five (5) year Agreement.

I now turn to the remaining components of the parties' proposals. The Association has proposed a general base wage increase of six percent (6%) on January 1, 1996, five percent (5%) on January 1, 1997, five percent (5%) on January 1, 1998, six percent (6%) on January 1, 1999, and five and one-half percent (5-1/2%) on January 1, 2000. The County has proposed that no wage increase be granted for the period January 1, 1996 through December 31, 1996, and that there be a two and one-half percent (2-1/2%)

wage increase on January 1, 1997 and a two and one-half percent (2-1/2%) wage increase on each January 1 thereafter.

I find both proposals to be unacceptable. Clearly, given the financial circumstances of the County, there can be no justification for the salary increases being proposed by the Association. Under no circumstances can this level of increase be justified in light of the relevant statutory criteria.

On the other hand, the County's proposal also is not justified. It would result in the County's Police Officers unnecessarily falling behind their counterparts employed by the Suffolk County and in comparable Nassau County communities. As explained below, the financial circumstances of the County can be taken into account without requiring that the wages of the County's Police Officers fall significantly behind the wages paid to police officers in Suffolk County and in surrounding comparable Nassau County jurisdictions. Thus, the County's wage proposal also cannot be justified when all of the relevant statutory criteria are taken into account.

Instead, I am persuaded that wage increases between the Association's wage proposal and the County's wage proposal are appropriate here. In addition, I am equally convinced that the certain of the wage increases awarded herein should be delayed and or "split" during the term of the Agreement. This will provide a cash savings to the County during those years in which a delay or splits are awarded while permitting the salaries of its Police Officers to keep pace with the salaries paid to officers in

comparable communities. It will, of course, also lessen the total financial burden of the awarded increases.

In order to determine with specificity the appropriate wage increase, it is necessary to analyze the evidence presented by the parties concerning the statutory criteria.

The first statutory criterion requires a comparison of wages, hours and conditions of employment of the County's Police Officers 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.

The evidence demonstrates that both parties have presented a series of public sector jurisdictions which they assert should be compared to Nassau County.

The Association relies upon comparisons with police officers employed by local Nassau County municipalities. The Association also depends upon comparisons with the Officers employed by Suffolk County. It further notes that I previously have found Nassau County Police Officers comparable to Suffolk County Police Offices in an interest arbitration involving Suffolk County and its Police Officers.

The County primarily relies upon Suffolk County Police Officers as a basis for comparison. It asserts that the Suffolk County Police Department is similar to the County's Police Department.

After a review of the evidence presented, I find that the

Police Officers employed by Suffolk County are the most relevant basis for comparison. This is so not only because Suffolk County is an adjoining County, and not only because Suffolk also has a full service County police force with general policing as well as specialized units, but primarily because the past bargaining history between these parties has used Suffolk County Police Officers as the most important basis for comparison. The record evidence indicates that Nassau County and Suffolk County have historically been used, during the course of negotiations, as comparables. In fact, the County proposed Suffolk County as a comparable in this proceeding. Also, before several prior arbitration panels Suffolk County was an agreed comparable for Nassau County Police Officers. I have no reason to deviate from the parties' practice of viewing Suffolk County as highly comparable.

I also find that the Association is correct to rely upon comparisons with police officers employed by local communities in Nassau County. Local municipalities in Nassau County are similar to one another and to the County as a whole. Nassau County is composed of its constituent communities. It does not somehow exist apart from the municipalities within its borders. Although not identical, the evidence establishes that there is a certain degree of overlap between the training received and the work performed by the County's Police Officers and the municipal police officers employed in Nassau County. Therefore, I find that certain Nassau County communities relied upon by the Association, e.g. Floral

Park, Glen Cove, Freeport, Hempstead, Garden City, Long Beach, Lynbrook, Malverne, Port Washington and Rockville Centre also are comparable to the County for purposes of drawing the comparisons required by the statute.

The evidence submitted by the Association concerning Suffolk County and comparable local communities in Nassau County establishes that in 1995, the County's Police Officers ranked thirteenth out of twenty (20) comparable jurisdictions in terms of maximum base salary (Association Exhibit F-9a). It also shows that in 1995, Nassau County Police Officers with six (6) years of experience ranked thirteenth out of twenty (20) comparable jurisdictions in terms of maximum base salary and longevity pay (Association Exhibit F-9b). It further demonstrates that in 1995, Nassau County Police Officers with ten (10) years of experience ranked eleventh out of twenty (20) comparable jurisdictions in terms of maximum base salary and longevity pay (Association Exhibit F-9c). The evidence submitted by the Association also demonstrates that in 1995, Nassau County Police Officers with fifteen (15) years of experience ranked twelfth out of twenty (20) comparable jurisdictions in terms of maximum base salary and longevity pay (Association Exhibit F-9d). Finally, that evidence shows that in 1995, Nassau County Police Officers with twenty (20) years of experience ranked eleventh out of twenty (20) comparable jurisdictions in terms of maximum base salary and longevity pay (Association Exhibit F-9e).

This evidence demonstrates that the wage increases being

proposed by the County, if awarded, would result in the County's Police Officers falling further behind their counterparts, in terms of wages, in comparable jurisdictions. Such a deterioration in the relative ranking of the County's Police Officers in terms of salary cannot be justified.

On the other hand, the evidence submitted by both parties concerning these comparable jurisdictions also demonstrates that the wage increases proposed by the Association, if awarded, would result in the County's Police Officers moving well ahead, in terms of wages, of many of their counterparts in comparable jurisdictions. Thus, the Association's evidence of comparability does not support the magnitude of the wage increases being proposed by the Association.

In all, the relevant evidence of comparability supports the awarding of a wage increase in between the wage increases proposed by the parties.

The Association also has appropriately relied upon comparisons between the County's Police Officers and its Superior Officers. The evidence establishes that for some time there has been a de facto pattern in existence within the County among the police personnel belonging to: the Police Benevolent Association, the Superior Officers and the Detectives Association. This "police pattern" requires that the overall economics of the packages awarded to these different police personnel be approximately similar. While not requiring that every element of those agreements be identical, I find that the basics of the Agreements

should be similar for all of these units while still allowing for the unique aspects of each unit to be addressed within the police pattern. Significantly, in 1996, Superior Officers received a five and one quarter percent (5 1/4%) increase.

This police pattern within the County makes good sense. It permits police personnel with similar skills and working under similar conditions to be compared as required by the relevant statute. It also permits the County to more predictably budget its resources and to avoid the "leapfrogging" and "one-up-manship" which is so devastating to the County's budgetary process as well to morale and stable labor relations within the County's Police Department.

Moreover, basic adherence to this police pattern is necessary to avoid undermining the bargaining unit that first reaches an agreement with the County or receives the first interest arbitration award in a particular bargaining round. No police bargaining unit within the County would be willing to proceed with bargaining or the interest arbitration process, so long as it remains possible that it will be embarrassed by subsequent agreements or awards that improve upon what the first bargaining unit agreed to or was awarded.

In addition, basic adherence to this police pattern will provide an impetus for quick settlements which has a number of advantages for the County's Police Department. Quick settlements make it possible for the County to know the future cost of police services, thereby making it easier for the County to make correct

decisions regarding manpower and financial commitments. Quick settlements also avoid the morale problems associated with a drawn out negotiation process. Finally, quick resolution is an advantage to the County by freeing Labor Relations and Police Personnel to address other pressing issues.

Thus, where appropriate, I have considered the pattern that exists between the County's different bargaining units of police personnel.

The next criterion in dispute between the parties requires an evaluation of the interest and welfare of the public and the financial ability of the public employer to pay.

As to the interest and welfare of the public, I agree with the County that its citizens are not benefitted by a salary increase which the County cannot afford and which results in reductions in other needed services or in layoffs. Therefore, logically, the County's proposal, which is lower than the Association's, is preferred when evaluating the economic interest and welfare of the public.

However, the public's interest and welfare is also served by a police force that is stable and whose morale is high. Thus, I am persuaded that a wage package which deviates dramatically from the type of salary increases provided to other comparable police officers or which dramatically alters the salary ranking of the County's Police Officers, does not serve the interests and welfare of the citizens of Nassau County. After all, the interest and welfare of the public is not limited solely to the public's

financial interest and welfare. By necessity, it also must involve the community's interest and welfare in having its police force continue to serve its essential needs and provide essential services.

Under any reasonable view, the economic proposal set forth by the County will unnecessarily and invariably cause a decline in police morale. Such a result does not serve the interest and welfare of the public.

Moreover, the County's proposal is not compelled by the evidence concerning its financial ability to pay. The County has made a compelling case that it is not flush with money. Thus, given the economic climate on Long Island and in the County, this statutory criterion requires that I not award the wage increases being sought by the Association. However, the County has not shown that it cannot afford to pay more than the wage increases it has proposed. Thus, the evidence submitted by the parties concerning this statutory criterion also supports awarding a wage increase in between the increases proposed by the parties.

In addition, by awarding delayed and split wage increases during the term of the Agreement, as specified below, the County's financial circumstances can be taken into account without dramatically affecting the relative standing of the County's Police Officers in terms of salary. Delaying wage increases allows police officers to receive a higher salary at the end of a calendar year than they would be receiving if the same dollar amount in annual wages was paid to those officers over the course of the entire

year, after a smaller wage increase at the beginning of the year. It also permits a jurisdiction to spend less cash while maintaining morale within its Police Department.

For example, a four percent (4%) wage increase granted on July 1, results in police officers being paid a weekly salary during the last half of the year equal to the weekly salary they would have been paid had they received a four percent (4%) wage increase on January 1. However, over the course of the entire calendar year, the officers will have received total wages equivalent to the amount they would have received had they been granted a two percent (2%) wage increase on January 1.

Thus, delaying and splitting wage increases has two benefits. At the end of the year officers are receiving the same weekly salary rate as their counterparts in comparable communities who received their increase at the beginning of the year. Whatever ground was lost at the beginning of the year has been made up in rate adjustment. However, the County has paid out less cash wages for the entire year and has more money available to fund other County priorities.

Thus, the financial burden on the public of granting wage increases to the County's Police Officers can be taken into account without awarding a wage package which dramatically deviates from the type of salary increases provided to officers in comparable communities.

The next statutory criterion requires a comparison of the peculiarities of being a police officer with 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. The unique and extensive hazards confronted by police officers are undisputed. Police officers face a relatively high risk of death or serious injury in the line of duty. Police work also requires unique physical, educational and mental qualifications as well as extensive training.

These unique aspects of being a police officer do not dictate the awarding of either the Association's or the County's wage proposal. However, they do mandate that the most relevant comparisons to be drawn pursuant to the statutory criteria are those drawn between police officers in comparable communities. Other employees simply do not face the type and degree of hazards faced by police officers and are not required to possess the combination of physical and mental skills police officers must acquire.

As noted above, comparisons between the wages paid to the County's Police Officers and to police officers in comparable communities, support the awarding of wage increases in between the increases proposed by the Association and the County. Thus, I also find that this statutory criterion supports awarding a wage increase in between the increases proposed by the Association and the County.

The next statutory criterion requires a consideration of the terms of the collective agreements negotiated between the parties

in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

This criterion is an important one in that it recognizes that each negotiation and each interest arbitration cannot be viewed in a vacuum. Cognizance must be taken of the parties' bargaining history. In this regard, it is important to take into account the relationship between the terms and conditions of employment of the County's Police Officers and Suffolk County's Police Officers. It also is important to take into account the relationship between the terms and conditions of employment of the County's Police Officers and the County's Superior Officers. As discussed above, the patterns that exist between these different unionized police personnel on Long Island cannot be ignored when determining the wages, hours and terms and conditions of employment of the County's Police Officers. While not dispositive, these patterns are of enormous significance.

In addition, as the parties have argued throughout this proceeding, it is important to take into consideration the terms of the unratified Memorandum of Agreement. While not dispositive, those terms represent, at a minimum, what the parties' negotiators considered reasonable at that time. To disregard this document would be illogical. After all, that Memorandum of Agreement is an important component in assessing bargaining history as well as the County's ability to pay.

Thus, in determining the appropriate wage increase to be awarded, I have taken into account the relevant aspects of the parties' prior negotiations, prior collective agreements, as well as the historic factual context in which negotiations between the County and its Police Officers have taken place, e.g., with an eye toward retaining the patterned relationship with Suffolk County Police Officers. These, too, support the wage increases awarded below.

After considering the record evidence and the relevant statutory criteria, I have determined that a base rate increase over the course of the five (5) year period, January 1, 1996 through December 31, 2000, shall amount to twenty-two percent (22%). This averages, without the impact of the delays and splits awarded, a rate increase of four and four tenths percent (4.4%) per year. By delaying the increases awarded in 1997 and 1998 and by splitting the increases awarded in 1999, as more fully explained below, there is also a substantial cash savings to the County. I have formulated my Award so as to comport with the pattern already established for police personnel in the County for 1996 - as established by the Superior Officers - yet providing lower increases in 1997 and 1998 due to the demonstrated economic circumstances in the County. Thereafter, larger increases are backloaded into 1999 and 2000 so as to provide the County with cash savings, while comporting with the rate increases in effect in comparable communities.

In this regard, I note that the Suffolk County Police

Officers' Award covered the period January 1, 1996 through December 31, 1999, a period of four (4) years. During that period of time, Police Officers in Suffolk County received a rate increase of seventeen and one-half percent (17.5%) or four and thirty eight hundredths percent (4.38%), per annum. During the identical four (4) year period awarded herein, as the first four (4) years of this five (5) year Award, Nassau County Police Officers will receive a rate increase of seventeen and four tenths percent (17.4%) or four and thirty five hundredths percent (4.35%), per annum.

I have determined that the 1996 base wage increase shall be a five and one quarter percent (5 1/4%) effective January 1, 1996. This is the identical increase received by the members of the Nassau County Superior Officers Association pursuant to their Agreement covering the period January 1, 1993 through December 31, 1996. There is no justification to treat the Police Officers of the County differently for 1996. As noted above, to do so would have an adverse effect upon morale in the department and would invariably lead to the "leapfrogging" and encourage the "one upmanship" that invariably transpires whenever similar bargaining units receive varied negotiated or awarded increases.

I also note that the Suffolk County Police Officers, Suffolk County Detectives and Suffolk County Superior Officers received a rate increase of five and one-half percent (5 ½%) in 1996. Thus, the rate increase here is only marginally smaller than what was received in Suffolk County. However, since the increase for all Suffolk County police bargaining units did not incur until February

1, 1996, rather than the increase awarded here on January 1, 1996, the annual value of these increases is quite similar. Thus, both the most relevant external comparable available - Suffolk County - and the most relevant internal comparable available - the County's Superior Officers - dictate the propriety of a five and one quarter percent (5 1/4%) rate increase awarded for calendar year 1996.

For 1997, there shall be a three percent (3%) base wage increase effective April 1, 1997. This results in a cost of the County in 1997 of 2.25%. While I am mindful of the fact that Suffolk County Police Officers received a four percent (4%) rate increase in 1997, effective January 1st, the evidence presented by the County is overwhelming that there would be an unfair financial burden to the taxpayers and citizens of Nassau County to award a similar increase for 1997. Thus, while the increase awarded for 1997 falls below that received by Suffolk County Police Officers, given the adjustments in 1999 and 2000 explained below, I have retained the historic pattern between Suffolk County Police Officers and Nassau County Police Officers.

The 1998 base rate increase shall be three and sixty five hundredths percent (3.65%) effective April 1, 1997. With a roll over cost of three-quarters percent (.75%) from the April 1, 1997 increase, this results in a cost to the County in 1997 equal of approximately 3.49%. While this rate increase is not identical to the four percent (4%) increase received by Suffolk County Police Officers for 1998, it is close to what was awarded in Suffolk County and when coupled with the increases awarded in 1999 and 2000

as described below, retains the historic pattern .

The 1999 wage increase shall be split. There shall be a two and three quarters percent (2.75%) base rate increase effective January 1, 1999 and another two and three quarters percent (2.75%) percent base rate increase effective July 1, 1999. Thus, the overall rate increase for 1999 shall be five and one-half percent (5 ½%), clearly greater than the four percent (4%) rate received by Suffolk County Police Officers for calendar year 1999. However, when cumulated with the 1996, 1997 and 1998 increases awarded herein, the rate increases awarded result in an overall rate increase of 17.4% compared with the 17.5% increase received by Suffolk County Police Officers for the identical period of January 1, 1996 through December 31, 1999.

Also, by splitting the increase in 1999 the cost to the County is moderated. With the rollover cost of .91% from the April 1, 1998 increase and with the costs in 1999 of the two and three quarters percent (2.75%) rate increases on January 1, 1999 and July 1, 1999, the total cost to the County for 1999 is 5.04%.

The 2000 wage increase shall be four and six tenths (4.60%) base wage increase effective January 1, 2000. With the rollover cost of 1.375% for the July 1, 1999 increase, this results in the cost of the County in 2000 of 5.98%.

Thus, over the life of the Agreement, I am awarding the County's Police Officers a twenty-two percent (22%) rate increase in their salaries. This averages out to an annual rate increase of 4.4% which is between the wage increase proposed by the County and

the wage increases proposed by the Association. However, by delaying and splitting the wage increases awarded in 1997, 1998 and 1999 the cash cost to the County from the awarded wage increases has been lessened. This level of increase also is in line with the evidence supported by the parties regarding wage increases negotiated awarded comparable police officers on Long Island. It falls within the range awarded in all comparable jurisdictions.

Most importantly, as indicated above, the 4.4% annual increase is almost identical to the 4.38% annual increase received by Suffolk County Police Officers over the life of their interest arbitration award and, of equal importance, for the identical period which covers both the Suffolk County Police Officers' Award and the first four (4) years of the County's Police Officers, Suffolk County Police Officers received an annual rate increase of 4.38% whereas herein, I have awarded an annual rate increase of 4.35%.²

Therefore, while not providing the identical rate increases for the identical periods awarded in the Suffolk County Police Officer's Award, my decision here comports directly to that Award and retains the historic pattern between these police officers. Yet, by changing the dates and amounts of the wage rates awarded, I have been able to address the County's legitimate fiscal concerns

2

In 1995, Suffolk County Police Officers had a wage rate of \$59,539 whereas Nassau County Police Officers had a rate of \$59,522. As a result of this Award, for 1999, the last year that both have established rates, Suffolk County Police Officers have a wage rate of \$70,657 whereas Nassau County Police Officers have a wage rate of \$70,611.

without adversely affecting the relevant standing of Nassau County Police Officers.

Thus, the financial circumstances of the County and its taxpayers have been taken into account and the wages of the County's Police Officers have not fallen behind the wages paid to officers in comparable jurisdictions.

The record also demonstrates that wage increases historically have been applied to the parties alternate salary rates. This fact is undisputed. Therefore, I shall direct that the awarded percentage wage increases also be applied to the parties' alternate salary rates.

I now turn to the other economic and non-economic terms and conditions of employment proposed by the parties.

Pursuant to Section 9.17-1 of the expired Agreement, "[a]n employee, at least half of whose shift is between [3:00 p.m.] and [7:00 a.m.]" receives a night shift differential "of 10% ... for each hour worked during such shift" (Joint Exhibit No. 3 at pg. 44). The Association has proposed that the night shift differential be increased to thirteen percent (13%) effective January 1, 1996 for all hours beginning 11:00 a.m. through 7:00 a.m.

Although the record evidence of comparability supports improving the night shift differential of County Police Officers, it does not support the magnitude of the increase being sought by the Association. In addition, the record also establishes that pursuant to the parties' "steady tours" pilot program, the night

shift differential paid to County Police Officers has been increased from ten percent (10%) to twelve percent (12%) for hours worked between 11:00 p.m. and 7:00 a.m. Thus, the parties have agreed, at least on an experimental basis, to increase the night shift differential.³

After considering all of the relevant evidence concerning this proposal, I find that effective January 1, 1998, the night shift differential shall be ten percent (10%) for all hours worked between 11:00 a.m. and 7:00 p.m. and that the night shift differential shall be twelve percent (12%) for all hours worked between 7:00 p.m. and 7:00 a.m. The parties' current system for determining entitlement to the night shift differential shall not be affected by these awarded improvements.

Currently, County Police Officers receive longevity pay pursuant to the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
0-5 years	\$0
6-9	\$900
10-14	\$1,500
15	\$2,200
16-25	Additional \$300 per year of service
25+	Additional \$100 per year of service

(Association Exhibit A-2) Pursuant to this schedule, an Officer with twenty years of experience would receive three thousand seven

³

Below, this experiment has been made permanent.

hundred dollars (\$3,700) in longevity pay.

The Association has proposed that County Police Officer longevity pay, beginning with six (6) years of service, be increased to the following levels: effective January 1, 1997 - two hundred and fifty dollars (\$250) per year of service; effective January 1, 1998 - two hundred and seventy five dollars (\$275) per year of service; and effective January 1, 1999 - three hundred dollars (\$300) per year of service. Pursuant to this schedule, an Officer with twenty (20) years of experience would receive six thousand dollars (\$6,000) in longevity pay in 1999.

Again, the record supports improving the longevity pay of County Police Officers. Clearly, if longevity pay for the County's Police Officers is not improved, they will unnecessarily fall behind their counterparts in Suffolk County in this important area of compensation. They also will fall substantially behind several other municipal forces in Nassau County. Moreover, as noted above, the County's Police Officers received less of a increase in 1997, 1998 and 1999, than their counterparts in Suffolk County, in terms of both rate increases and the amount of cash payments they received in each of those years. This fact further supports awarding the County's Police Officers longevity pay in excess of the longevity pay received by their counterparts in Suffolk County.

However, the evidence does not support improving the longevity pay of County Police Officers to the extent proposed by the Association. Moreover, in order to permit the County to budget for any awarded improvements in longevity pay, I have delayed their

implementation until the last two (2) years of the Agreement.

Thus, after considering all of the relevant evidence concerning this proposal, I find that effective January 1, 1999, County Police Officers with six (6) to nine (9) years of experience shall have their longevity pay increased by two hundred and fifty dollars (\$250), Officers with ten (10) to fourteen (14) years of experience shall have their longevity pay increased by five hundred dollars (\$500), Officers with fifteen (15) years of experience shall have their longevity pay increased by seven hundred fifty dollars (\$750) dollars, Officers with sixteen (16) to twenty five (25) years of experience shall have their longevity pay increased by three hundred and twenty five dollars (\$325) for each year of service, and Officers with twenty six (26) or more years of service shall continue to be paid an additional one hundred dollars of longevity pay for each year of service above twenty five (25) years of service.

I further find that effective January 1, 2000, County Police Officers with six (6) to nine (9) years of experience shall have their longevity pay increased by two hundred and fifty dollars (\$250), Officers with ten (10) to fourteen (14) years of experience shall have their longevity pay increased by five hundred dollars (\$500), Officers with fifteen (15) years of experience shall have their longevity pay increased by seven hundred fifty dollars (\$750) dollars, Officers with sixteen (16) to twenty five (25) years of experience shall have their longevity pay increased by three hundred and fifty dollars (\$350) for each year of service, and

Officers with twenty six (26) or more years of service shall continue to be paid an additional one hundred dollars of longevity pay for each year of service above twenty five (25) years of service.

These awarded improvements shall result in the following schedule of longevity benefits:

LONGEVITY PAY

<u>Years of Employment</u>	<u>1/1/96-12/31/98</u>	<u>1/1/99-12/31/99</u>	<u>1/1/2000-Thereafter</u>
6-9	900	1150	1400
10-14	1500	2000	2500
15	2200	2950	3700
16	2500	3275	4050
17	2800	3600	4400
18	3100	3925	4750
19	3400	4250	5100
20	3700	4575	5450
21	4000	4900	5800
22	4300	5225	6150
23	4600	5550	6500
24	4900	5875	6850
25	5200	6200	7200
Each year after 25	\$100 per yr.	\$100 per yr.	\$100 per yr.

Pursuant to this schedule, an Officer with twenty (20) years of experience will receive four thousand five hundred and seventy five dollars (\$4,575) in longevity pay in 1999 and five thousand four hundred and fifty (\$5,450) dollars of longevity pay in 2000.⁴ Thus, by delaying and moderating the Association's proposed increase in longevity pay, the County's financial circumstances

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I note that this twentieth year amount is almost identical to the longevity received by New York State Troopers in 1998.

have been taken into consideration and the County's Police Officers have received appropriate increases in longevity.

The Association has proposed that effective July 1, 1997, a five thousand dollar (\$5,000) assignment differential be established which shall thereafter be increased by the same percentages as the general wage increase. It asserts that this assignment differential should be paid to County Police Officers permanently assigned to the Bureau of Special Operations, the Emergency Service Bureau, Applicant Investigations, CTS Breath Technicians, Scuba Divers and other similarly situated Police Officers.

The record establishes that comparable jurisdictions pay an assignment differential to officers with the expertise, skills and qualifications to undertake specialized assignments, e.g., Suffolk County and New York State Troopers. However, the evidence does not support the magnitude of the assignment pay being proposed by the Association. In addition, since this is a new benefit, it should be implemented on a narrower basis than proposed by the Association. Moreover, in order to give the County time to budget and plan for the implementation of this new benefit, it should not be implemented until January 1, 1998.

Thus, after considering all of the relevant evidence concerning this proposal, I find that effective January 1, 1998, County Police Officers permanently assigned to the Bureau of Special Operations, the Emergency Service Bureau, Applicant Investigations, the Central Testing Section (CTS Breath

Technicians) and the Scuba Team shall be paid annual assignment pay in the amount of three thousand four hundred dollars (\$3,400). In subsequent years, this amount shall be increased by the across the board rate increases.

Under the expired Agreement, the County was required to pay the full cost of health insurance premiums for all employees during the life of the Agreement (Joint Exhibit No. 1 at pg. 39) The Association has proposed that the County continue to pay for the full cost of health insurance premiums for all active employees as well as retirees during the term of the awarded Agreement.

The evidence demonstrates that police officers and retirees in comparable jurisdictions are not required to share the cost of their health insurance. Moreover, given the historic increases in the cost of health insurance, requiring County Police Officers to share the cost of their health insurance could significantly impact upon their compensation and further erode their rank among their counterparts in comparable jurisdictions in terms of total compensation. In addition, the record shows that in the unratified Memorandum of Agreement, the County agreed to pay the full cost of health insurance premiums for all employees and retirees until July 31, 2005 (Joint Exhibit No. 5 at pg. 3). Thus, the Association's current health insurance proposal is less of a burden on the County than what the parties agreed was reasonable in their Memorandum of Agreement. Therefore, the County shall be directed to pay the full cost of health insurance premiums for all employees and those retiring during the life of this awarded Agreement.

Currently, the "County has the right to change health insurance providers so long as the benefits remain comparable. Before making such change, the County shall notify and accept comments from and discuss the issues with the Union" (Joint Exhibit No. 1 at pg. 39). The Association has proposed that the County be required to maintain the current level of benefits during the life of the Agreement.

This aspect of the Association's health insurance proposal clearly has merit. Obviously, requiring the County to pay employee health insurance premiums during the life of the Agreement would have little value if the County remained free to change health insurance providers and reduce benefits. On the other hand, I accept the County's position that it must have the flexibility to change insurance providers. In all, I conclude that the County shall be permitted to do so only if it maintains the current benefit levels. Accordingly, Section 9.16-1 (B) of the Agreement is amended to read as follows: The County has the right to change health insurance providers so long as there is no decrease in benefit levels. Before making such change, the County shall notify and accept comments from the Association.

The Association has proposed that the Agreement be revised to state that effective January 1, 1996, Step 1 and Step 2 salaries shall retroactively be adjusted back to January 1, 1992 by using the same percentage increases that were previously applied to Step 3. The record establishes that the County agreed to an identical proposal in the unratified Memorandum of Agreement (Joint Exhibit

No. 5 at pg. 3). This clearly demonstrates the reasonableness of the Association's alternate salary rate proposal. Therefore, effective January 1, 1996, Step 1 and Step 2 salaries shall retroactively be adjusted back to January 1, 1992 by using the same percentage increases that were previously applied to Step 3.

The Association has proposed that the pilot program for steady tours known as "Chart Orange" be made permanent. It also has proposed that all Police Officers currently on Chart 5 and Chart 7 be assigned to Chart Orange, and that those Officers not assigned to Chart Orange be assigned to a duty chart that schedules up to two hundred and thirty two (232) tours per year and no more than eighteen hundred and fifty six (1856) hours per year. The Association has further proposed that for three (3) years after graduation from the Police Academy, new hires be assigned up to sixty five (65) hours of work in excess of the hours to be worked pursuant to Chart Orange. Finally, the Association has proposed that either party have the right to demand a meeting to discuss and agree on the length of tours and the number of appearances on any other work chart.

The steady tour pilot program is clearly advantageous to the County's Police Officers since it normalizes their work schedule. In addition, the record demonstrates that the parties' steady tour pilot program has contributed to a significant reduction in the use of sick leave by the County's Officers, which, in turn, has significantly reduced the County's overtime expenditures. The record also shows that there has been a significant reduction in

crime within the County since the steady tour pilot program was implemented. Thus, I find that the parties' steady tour pilot program also is advantageous to the County and its residents. Therefore, the parties' steady tour pilot program shall be made a permanent part of their Agreement.

Officers currently on Chart Orange pursuant to this pilot program shall now be assigned to it permanently. Those officers who are not yet on Chart Orange, and are on rotating shifts, shall be placed on Chart Orange within thirty (30) calendar days. All other Police Officers shall, within sixty (60) calendar days of this Award, also be assigned to perform 1856 hours or 232 tours, annually. In order (and if necessary) to adjust the hours and tours to conform to the 1856 hours and 232 tours, annually, the affected Officers shall be excused without charge to leave.

However, in accordance with the parties' historic practice regarding the fact that new hires are required to provide additional hours of service to the County for the first few years of their employment, I direct that all new hires while on Chart Orange shall be required to work an additional ninety (90) hours per year for the first three (3) years after graduation from the Academy.

Also, the County has established that there are significant differences between the situations regularly confronted by Police Officers working days and those working nights. Inexperienced Officers need exposure to both day and night police work in order to become well rounded Police Officers who are able to handle the

many different situations Officers must confront on a regular basis. Thus, the County shall be permitted to reassign Officers on Chart Orange from tour to tour three (3) times a year for four (4) months each for the three years after they have graduated from the Police Academy.

The record also demonstrates that certain Officers assigned to work steady tours, are assigned to work either thirty two or thirty six hours less per year than the eighteen hundred and fifty six (1856) hours proposed by the Association. These Officers have been "paying back" this time with compensatory time and accrued vacation. The County objects to this practice.

I believe that the County's position is correct, in part. Therefore, I direct that Officers assigned to work less than the eighteen hundred and fifty six (1856) hours per year as part of their steady tour assignment, shall be permitted to pay back the difference between their annual work assignment and eighteen hundred and fifty six (1856) hours per year using only accrued vacation time. Otherwise, Officers must work the payback hours. Officers using vacation time to payback time owed shall schedule vacation time as payback time at the same time that they schedule their annual vacation days. However, in order to facilitate Officer training, the use of accrued vacation as payback time may be precluded, if the County determines to use any or all of an Officer's payback time as training time to be scheduled by the County. In the interests of fundamental fairness, no scheduled use of accrued vacation as payback time may be canceled for training

purposes without six (6) months notice.⁵

Finally, the record demonstrates that the parties' steady tour pilot program has resulted in disputes between the parties when Officers assigned to a 7:00 p.m. to 7:00 a.m. steady tour are required to appear in court as part of their job duties. In order to resolve those disputes, I shall direct that Officers required to report to court before the start of their first regularly scheduled shift shall be granted at least five (5) hours off between the end of their court appearance and the start of their regularly scheduled shift.

The Association has proposed that the clothing allowance paid to County Police Officers be increased by the following amounts: effective January 1, 1996, by fifty dollars (\$50) to twelve hundred dollars (\$1200) per year; effective January 1, 1998, by fifty dollars (\$50) to twelve hundred and fifty dollars (\$1250) per year;

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Also, regarding payback time, I note that the County will host the Goodwill Games in July and August, 1998. For that occasion only, each Police Officer assigned to Chart Orange may be ordered to perform a ten (10) or twelve (12) hour tour which tour is part of the payback time under Chart Orange. However, no Police Officer shall be ordered to perform the above payback time if he or she is on vacation leave or sick leave.

In order to use this payback time, the Police Department shall first notify the Police Officers that they will be assigned to the Goodwill Games on or before February 1, 1998 and, second, notify those Police Officers of their assigned tour of duty for the Goodwill Games no less than thirty (30) days before the Goodwill Games scheduled tour. If either notification is not made, payback time may not be used to assign a Police Officer to the Goodwill Games.

Police Officers who are assigned to perform the payback times, as indicated above, must be assigned to police the Goodwill Games only.

and effective January 1, 2000, by fifty dollars (\$50) to thirteen hundred dollars (\$1300) per year.

An increase in the clothing allowance paid to the County's Police Officers is justified, in part, by the increased cost of purchasing clothing for work and maintaining it properly. The Association's clothing allowance proposal also is supported by evidence concerning comparability. In addition, the record demonstrates that the parties provided for the same increases in the clothing allowance now being sought by the Association in their unratified Memorandum of Agreement (Joint Exhibit No. 5 at pg. 4). While not dispositive, this shows that the parties' recognized the reasonableness of increasing the clothing allowance paid to the County's Police Officers to the levels being sought by the Association. However, in order to give the County an opportunity to budget for these increases in the clothing allowance, they will not begin to be implemented until January 1, 1998.

Thus, after considering the relevant evidence, I find that the clothing allowance paid to County Police Officers shall be increased by the following amounts: effective January 1, 1998, by fifty dollars (\$50) to twelve hundred dollars (\$1200) per year; effective January 1, 1999, by fifty dollars (\$50) to twelve hundred and fifty dollars (\$1250) per year; and effective January 1, 2000, by fifty dollars (\$50) to thirteen hundred dollars (\$1300) per year.

The Association has proposed that the equipment allowance paid to County Police Officers be increased by the following amounts:

effective January 1, 1996, by fifty dollars (\$50) to eight hundred and fifty dollars (\$850) per year; effective January 1, 1998, by fifty dollars (\$50) to nine hundred dollars (\$900) per year; and effective January 1, 2000, by fifty dollars (\$50) to nine hundred and fifty dollars (\$950) per year.

Again, an increase in the equipment allowance paid to the County's Police Officers is justified, in part, by the increased cost of purchasing and maintaining equipment necessary for police work. The Association's equipment allowance proposal also is supported by evidence concerning comparability. In addition, the record demonstrates that the parties provided for the same increases in the equipment allowance now being sought by the Association in their unratified Memorandum of Agreement (Joint Exhibit No. 5 at pg. 4). While not dispositive, this shows that the parties' recognized the reasonableness of increasing the equipment allowance paid to the County's Police Officers to the levels being sought by the Association. However, in order to give the County an opportunity to budget for these increases in the equipment allowance, they will not begin to be implemented until January 1, 1998.

Thus, after considering the relevant evidence, I find that the equipment allowance paid to County Police Officers shall be increased by the following amounts: effective January 1, 1998, by fifty dollars (\$50) to eight hundred and fifty dollars (\$850) per year; effective January 1, 1999, by fifty dollars (\$50) to nine hundred dollars (\$900) per year; and effective January 1, 2000, by

fifty dollars (\$50) to nine hundred and fifty dollars (\$950) per year.

The Association has proposed that Section 11 of the Agreement be amended to increase the release time of certain Association representative, to compensate Association Board of Governors for all purposes in accordance with Section 9.1-2A (Alternative Salary Rates), and to allow Association Officers who are excused full time to pick the tour to which they will be assigned in accordance with their seniority within their command.

The record demonstrates that the Nassau County Superior Officers Association currently receives significantly more release time per member than the Association. Moreover, the Association has presented persuasive evidence that it needs additional time off in order to appropriately service its members. In addition, the record shows that as part of their Memorandum of Agreement, the parties agreed that the Association should receive additional release time pursuant to a schedule attached to the Memorandum of Agreement (Joint Exhibit No. 5 at pg. 4). There is no evidence that any changes in the Department since the Memorandum of Agreement was signed have made that schedule any less reasonable than it was when it was agreed to by the parties. Finally, there is no legitimate reason why the Association's Board of Governors should not be permitted to pick the tour their seniority would permit them to pick in their command if they were working full time as a Police Officer.

Thus, after considering all of the relevant evidence, I find

that effective upon the date of this Opinion and Award, and at the discretion of the Association President, the Association shall receive the amount of release time provided by the schedule attached to the parties' unratified Memorandum of Agreement. I also find that effective January 1, 1996, the Association's Board of Governors shall be permitted to pick their tour schedules based upon their individual seniority within their command. Finally, I find that effective January 1, 1996, the Association's Board of Governors shall receive alternate salary rates in amounts to be agreed to by the Association and the County. I shall retain jurisdiction to resolve any dispute between the parties regarding alternate salary rates applicable to the Association's Board of Governors.

The Association has proposed that effective January 1, 1996, the County provide its Police Officers with 9mm handguns at no cost to the Officers and that effective January 1, 1996, the County provide retiring Police Officers with 9mm handguns at no cost to the Officers. It also has proposed that effective January 1, 1996, the County reimburse any Police Officer who has paid for a 9mm handgun up to a maximum cost of six hundred dollars (\$600).

Evidence concerning comparability supports providing 9mm handguns to newly hired Police Officers at no cost to those Officers. However, the County is correct in pointing out that it would make little sense to provide newly hired Police Officers with 9mm handguns at no cost to those Officers as well as the full equipment allowance provided to all Officers. Thus, I find that

the County shall provide newly hired Police Officers with 9mm handguns at no cost to those Officers as well as a reduced equipment require allowance of one hundred dollars (\$100) during their first year of employment.

Comparability also supports permitting Officers leaving the Department to retain their 9mm handguns at no cost, providing that those Officers are qualified to retain their 9mm handguns. Thus, I shall direct that Officers retiring from employment with the Department be permitted to retain their 9mm handguns at no cost to the Officer, provided that the Officer is qualified to retain his or her 9mm handguns.

The Association has proposed that effective January 1, 1996, the County's dental contribution per employee be increased by one hundred dollars (\$100) from four hundred and twenty five dollars (\$425) to five hundred and twenty five dollars (\$525). It also has proposed that the Agreement's reopener be revised to reflect this increase.

The evidence persuasively establishes that the Association's dental proposal is needed to alleviate the financial burden resulting from the increasing cost of dental care. It also is supported by record evidence concerning comparability (Association Exhibits A-5, A-9 and A-10). However, in order to permit the County to budget for the proposed increase in dental contributions, I shall delay the implementation of the increase until January 1, 1998. Thus, I find that effective January 1, 1998, the County's dental contribution per employee shall be increased by one hundred

dollars (\$100) from four hundred and twenty five dollars (\$425) to five hundred and twenty five dollars (\$525). Since I also find that the record does not support making the County's dental contribution part of the Agreement's reopener provision, I shall not award that aspect of the Association's dental proposal.

The Association has proposed that effective January 1, 1996, the County's optical contribution per employee be increased by sixty dollars (\$60) from one hundred and ten dollars (\$110) to one hundred and seventy dollars (\$170). It also has proposed that the reopener be revised to reflect this increase.

There is no persuasive evidence in the record that the increase in the County's optical contribution proposed by the Association is needed to offset increases in optical care. Evidence of comparability also does not persuasively support awarding the Association's optical proposal. Therefore, it shall not be awarded.

The Association has proposed that effective January 1, 1997, the County reimburse Police Officers who take college courses up to five hundred thousand dollars (\$500,000) per year.

An education benefit obviously will result in the County having a more professional, better educated police force. This clearly is in the interest of the public. In addition, the record demonstrates that police personnel in comparable jurisdictions, such as Suffolk County, have an education benefit similar to the benefit being requested by the Association. Moreover, the record demonstrates that in their unratified Memorandum of Agreement the

parties provided for the education benefit now being sought by the Association (Joint Exhibit No. 5 at pg. 7). While not dispositive, this shows that the parties' recognized the reasonableness of a education benefit. However, in order to give the County an opportunity to budget for this benefit, it will not be implemented until January 1, 1998.

Thus, after considering the relevant evidence, I find that effective January 1, 1998, the County shall reimburse Police Officers who take college credits pursuant to the criteria set forth in Section 22 of the unratified Memorandum of Agreement (Joint Exhibit No. 5 at pg. 7). Said obligation by the County shall not exceed five hundred thousand dollars (\$500,000), per year.

The Association has proposed that within thirty (30) days of the date of this Opinion and Award, the County implement a direct deposit program for its Police Officers similar to the system currently in place for the Department's Superior Officers.

There is no evidence in the record which would justify providing this benefit to the County's Superior Officers but not to its Police Officers. In addition, the record demonstrates that in their unratified Memorandum of Agreement, the parties provided for the direct deposit benefit now being sought by the Association (Joint Exhibit No. 5 at pg. 8). While not dispositive, this shows that the parties' recognized the reasonableness of the direct deposit benefit now being sought by the Association. Finally, there is no evidence that the Association's direct deposit

proposal, if awarded, would impose any additional costs on the County. Therefore, I find that as soon as practical after the issuance of this Opinion and Award, the County shall implement a direct deposit program for its Police Officers similar to the system currently in place for the Department's Superior Officers.

The Association has proposed that as of the date of this Opinion and Award, County Police Officers be permitted, at their option, to use all or part of their accrued leave, except for sick leave, as well as all of their accrued compensatory time prior to retirement upon notifying the Department of their intent to retire. The record demonstrates that the County's Superior Officers currently enjoy such a benefit. There is no persuasive reason in the record why the County's Police Officers should not have the same option. In addition, the record demonstrates that in their unratified Memorandum of Agreement, the parties provided for such a benefit (Joint Exhibit No. 5 at pgs. 8-9). While not dispositive, this shows that the parties' recognized the reasonableness of the use of time before retirement benefit now being sought by the Association. Therefore, I find that effective upon the date of this Opinion and Award, a Police Officer in contemplation of retirement shall have the right to use all of his accumulated (non-sick) time off prior to his or her scheduled retirement.

Currently, termination pay is paid to the County's Police Officers upon retirement based upon a two hundred and sixty one (261) day annual work schedule. The Association has proposed that

the two hundred and sixty one (261) day annual work schedule used to calculate these benefits be changed as follows: effective January 1, 1996, the daily rate shall be calculated by using a two hundred and forty five (245) day annual work schedule, and effective January 1, 1998, the daily rate shall be calculated by using a two hundred and thirty two (232) day annual work schedule.

The evidence demonstrates that the County's Police Officers work a two hundred and thirty two (232) day schedule but are paid termination pay based upon a two hundred and sixty one (261) day annual work schedule. This disparity significantly reduces the value of the terminal entitlement paid to the County's Police Officers.

This variation is significant. Moreover, it does not make sense. The County should not be able to calculate benefit entitlement based upon a wage rate which bears no relationship to the reality of what a County Police Officer earns each day. The current practice, put into simple terms, is the equivalent of an employee receiving six dollars (\$6.00) per hour, but being paid for termination pay at the rate of five dollars (\$5.00) per hour. Such a procedure is unsound, especially since vacation and sick leave payouts are already based on the actual work schedule. This method of calculation must be changed.

In addition, the evidence concerning comparability supports awarding the change in calculation proposed by the Association. However, the evidence also demonstrates that this re-calculation would be quite costly. To simply re-calculate the dollar value of

these accumulated leave days would impose far too great a cost upon the County.

Thus, in line with the conclusion that the current method of calculation must be changed, coupled with the financial impact on the County, I find that effective January 1, 1999, the daily rate for termination pay shall be calculated by using a two hundred and forty five (245) day annual work schedule. I further find that effective January 1, 2000, the daily rate for termination pay shall be calculated by using a two hundred and thirty two (232) day annual work schedule.

Currently, County Police Officers are permitted to accrue up to fifty four (54) days of paid vacation. The Association has proposed that the number of vacation days Officers are permitted to accrue be increased to the following levels: effective January 1, 1997 - ninety (90) days; effective January 1, 1998 - one hundred (100) days; effective January 1, 1999 - one hundred and ten (110) days; and effective January 1, 2000 - one hundred and twenty (120) days.

The Association is correct in pointing out that the use of vacation days by Police Officers often requires the County to pay other Officers overtime at one and one-half (1-1/2) times their regular rate of pay. Thus, permitting Officers to accrue additional vacation days may save the County money by reducing its overtime costs. The Association also is correct in pointing out that the cost of permitting an Police Officer to accrue additional vacation days is spread out over an Officer's entire career.

Evidence concerning comparability also supports awarding an improvement in vacation accrual. For example, Suffolk County Police Officers and Suffolk County Detectives recently had their permitted accumulation increased from ninety (90) days of paid vacation to one hundred twenty (120) days of paid vacation.

However, the record does not support awarding the level of improvement in this benefit proposed by the Association. Therefore, I find that effective upon the date of this Opinion and Award the number of vacation days Officers are permitted to accrue shall be increased to from fifty four (54) days to ninety (90) days. This is an increase of thirty six (36) days which is more than the recent increase of the thirty (30) days in Suffolk County but still does not bring Nassau Police Officers to the level in existence in Suffolk County.

The Association has proposed amending Section 9.8-1(D), Option 1, to increase the maximum accumulation of compensatory time from one hundred twenty-eight (128) hours at the overtime rate (one hundred ninety-two [192] hours at straight time) to two hundred thirteen (213) hours at the overtime rate (three hundred twenty [320] hours at the straight time rate). I agree with the Association that an increase in the compensatory time accumulation will serve both parties. However, I agree with the County that the Association's proposal is excessive. Instead, I conclude that the compensatory time cap shall be increased to one hundred ninety-four (194) hours at the overtime rate (two hundred ninety-one [291] hours at the straight time rate).

Currently, "upon the fifth consecutive January 1 following commencement of service," County Police Officers receive twenty seven (27) paid vacation days per year (Joint Exhibit No. 3 at pg. 36). The Agreement also permits Officers to split their vacations into three (3) separate periods of at least five (5) full days.

The Association has proposed that effective January 1, 1997, vacation entitlement for Police Officers with ten (10) or more years of experience be increased by three (3) days per year to thirty (30) paid vacation days. It also has proposed that effective January 1, 1997, Officers be permitted to pick up to ten (10) individual vacation days per year.

The Association's proposal to increase the vacation entitlement for Police Officers with ten (10) or more years of experience is supported by evidence concerning comparability. However, that evidence does not support the magnitude of the increase being proposed by the Association. Stated simply, the Association's proposal is excessive. For example, the record demonstrates that Suffolk County Police Officers with ten (10) to fifteen (15) years of experience receive twenty eight (28) vacation days per year and that they do not receive thirty (30) vacation days per year until they have accumulated more than fifteen (15) years of seniority.

There is no evidence in the record which would justify awarding County Police Officers a vacation entitlement superior to the vacation benefit enjoyed by their counterparts in Suffolk County. Moreover, in order to permit the County to budget for this

benefit improvement, its implementation must be delayed until January 1, 1998.

The Association also is correct in pointing out that permitting Officers to pick up to ten (10) individual vacation days per year may reduce the County's overtime costs. Moreover, since Officers already are permitted to pick five (5) holidays per year, an administrative mechanism is already in place to implement this aspect of the Association's vacation leave proposal. However, in order to limit any disruption to the County during holidays, Officers will be limited to using no more than five (5) vacation days per year on designated holidays.

Therefore, I find that effective January 1, 1998, the vacation entitlement for Police Officers effective upon their tenth (10th) January 1st, following their commencement of service, shall be increased by one (1) day per year to twenty eight (28) paid vacation days per year and the vacation entitlement. Effective upon their sixteenth (16th) January 1st, following their commencement of service, vacation entitlement shall be increased by three (3) days per year to thirty (30) paid vacation days. I further find effective January 1, 1998, Officers shall be permitted to pick up to ten (10) individual vacation days per year, but that only five (5) of those days may be on designated holidays.

Currently, County Police Officers are permitted to accumulate up to four hundred and seventy (470) days of paid sick leave and are paid for half of their accumulated days, i.e., up to two hundred and thirty five (235) days, upon retirement. The

Association has proposed that the number of days of paid sick leave Officers are permitted to accumulate be increased to the following levels: effective January 1, 1997 - five hundred and fifty (550) days; effective January 1, 1998 - five hundred and eighty (580) days; effective January 1, 1999 - six hundred and ten (610) days; and effective January 1, 2000 - six hundred and fifty (650) days.

The Association correctly points out that the use of sick days by Police Officers often requires the County to pay other Officers overtime at one and one-half (1-1/2) times their regular rate of pay. Thus, permitting Officers to accumulate additional paid sick days may save the County money by reducing its overtime costs. Evidence concerning comparability also supports awarding an improvement in vacation accrual. However, the record does not support awarding the level of improvement in this benefit proposed by the Association. For example, Suffolk County Police Officers and Suffolk County Detectives recently had the right to accumulate sick leave days increase from five hundred twenty (520) to six hundred (600).

In addition, in order to permit the County to budget for this benefit improvement, I shall delay any implementation of this benefit improvement until 1988. Therefore, after considering all of the relevant evidence, I find that the number of days of paid sick leave Officers are permitted to accumulate shall be increased to the following levels: effective January 1, 1998 - four hundred and ninety four (494) days; effective January 1, 1999 - five hundred and twenty (520) days; and effective January 1, 2000 - five

hundred and fifty (550) days. Thus, like their counterparts in Suffolk County, an increase of eighty (80) days is permitted during the term of this Award.

The Association has proposed that the parties' grievance procedure be amended to provide for binding arbitration. The Association also has proposed that the parties' grievance procedure be amended to provide that any monetary compensation awarded as a result of final and binding grievance arbitration be paid within sixty (60) days of receipt of the award or with interest calculated at the rate of nine percent (9%) per annum. The Association has proposed that the parties' grievance procedure be amended by adding a provision which states that once a non-monetary grievance is filed, the grievants and the Association will be placed in the same position they were in before the events which led to the filing of the grievance at issue. Finally, the Association has proposed that the parties' grievance procedure be amended by adding a provision which provides that arbitrators will have the jurisdiction to award attorneys' fees and liquidated damages if an arbitrator finds that the County has violated the Agreement for a second time under substantially similar circumstances.

The record does not persuasively support the awarding of any of these proposals concerning the parties' grievance procedure. While I am personally in favor of binding arbitration, the evidence does not show that the County has abused its right to reject the decisions of advisory arbitrators. Without such evidence, there is little basis to change the parties advisory arbitration procedure.

In addition, certain of the Association's proposals to alter the parties' grievance procedure would inappropriately intrude upon the County's ability to run their Police Department. I agree with Chief Robert Bishop that the Department cannot have its hands tied simply because the Association has chosen to file a grievance.

Thus, the Association's proposals to amend the parties' grievance procedure shall not be awarded, except that Section 51 Step 4(d) shall be amended to indicate an eight hundred dollar (\$800.00) per diem for arbitrators. This per diem comports with rates in Nassau County. Also, by paying a market rate arbitrators will, in all probability, be more available to the parties.

Also, as agreed by the parties, I will make myself available to meet with them after the issuance of this Award with an eye towards streamlining their grievance processing by facilitating the settlement of grievances and expediting the scheduling of cases that are to be arbitrated.

The Association has proposed that during the term of the Agreement it be granted the right, at its sole option, to reopen the Agreement to negotiate over wages, longevity pay or night shift differential, in the event that another bargaining unit of County employees achieves through negotiations or arbitration compensation in excess of that provided to County Police Officers in these areas of compensation. The record demonstrates that a similar reopener recently was awarded to Suffolk County Police Officers. I also note that a more expansive reopener existed in the parties' expired Agreement. Thus, I shall award the Association a reopener on the

requested items.

Currently, County Police Officers are restricted, under certain circumstances, from engaging in off-duty security work. The Association has proposed that upon the date of this Opinion and Award, all restrictions be eliminated on County Police Officers engaging in off-duty security work.

These automatic restrictions on Officers engaging in off-duty security work make little sense. The record demonstrates that automatic restrictions do not exist on Suffolk County Police Officers engaging in off-duty security work. Therefore, it would be illogical for Suffolk County Police Officers to be permitted to engage in off-duty security work in Nassau County while Nassau County Police Officers are automatically prohibited from doing so. Thus, I find that effective January 1, 1998, automatic restrictions on Officers engaging in off-duty security work shall be deleted from the Agreement. However, Officers shall continue to follow the same procedures for obtaining prior approval for off-duty work.

The Association has proposed that effective on the date of this Opinion and Award, all boats over nineteen (19) feet long operated by the County Police Department shall be staffed with a crew of no less than two (2) Police Officers and that all boats over twenty nine (29) feet long operated by the County Police Department shall be staffed with a crew of no less than three (3) Police Officers.

The record is inconclusive that this proposal is needed to ensure the safety of the Police Officers assigned to these vessels.

Thus, there is no persuasive record evidence concerning comparability supporting this proposal. Therefore, it shall not be awarded.

The Association has proposed that effective January 1, 1996, Canine Officers be paid an annual stipend of ten thousand dollars (\$10,000). The record supports awarding the County's Canine Officers an annual stipend for the time they spend caring for and maintaining their dogs during off duty hours. However, the record does not support awarding the magnitude of the stipend proposed by the Association. There already is an established stipend in the County Sheriff's Department. Therefore, I find that effective January 1, 1996, Canine Officers shall be paid an annual stipend of eight thousand two hundred and fifty five dollars (\$8,255) to compensate those Officers for the time they spend caring for and maintaining their dogs during off duty hours. This is the same stipend in existence in the Sheriff's Department.

The County has proposed amending the Agreement so that the County's obligation for Police Officer health insurance coverage is limited to the cost of their health insurance as of the date of this Opinion and Award. For the reasons discussed above in awarding the Association's proposal to require the County to pay the full cost of health insurance premiums for all employees and retirees during the life of the awarded Agreement, this County health insurance proposal shall not be awarded.

The County has proposed that the Agreement's reopener language be deleted. As noted above, the record supports awarding the

Association a reopener covering wages, longevity pay and night shift differential. However, there is no persuasive evidence in the record supporting a reopener concerning any other term and condition of employment. Therefore, all other reopeners shall be deleted from the Agreement.

The County has proposed that Officers hired on or after the effective date of this Opinion and Award be paid according to the following wage scale:

- A. Academy pay: \$21,000 for six months;
- B. Step 1: \$30,000 for six months;
- C. Step 2: \$35,000 for six months;
- D. Step 3: \$43,244.00 for six months;
- E. Step 4: \$45,512.00 for six months;
- F. Step 5: \$48,938.00 at anniversary date;
- G. Step 6: \$52,902.00 at anniversary date;
- H. Step 7: \$55,333.00 at anniversary date;
- I. Step 8: \$56,866.00 at anniversary date;
- J. Step 9: \$59,522.00 at anniversary date;

The evidence supports awarding the County a modified wage schedule for newly hired Police Officers. After all, newly hired Officers have little experience as police personnel and are initially less valuable to the County than more experienced Officers. This was part of the reason why in my Interim Award I permitted the County "to hire police officers at the annual rate of \$21,000.00 for the first six (6) months of employment." However, the County's proposal requests more relief in the area of starting

salaries than can be justified on the record before me. The County's proposal, if awarded, would keep newly hired Officers at a lower wage rate than other Officers long after those newly hired Officers had acquired the experience necessary to make them valuable contributors to the Department.

Therefore, after considering all of the relevant evidence concerning this proposal, I find that the Academy and wage steps before Step 3 on the parties' salary schedule shall be frozen at the levels indicated below until 11:59 p.m. December 31, 2000:

Academy Step:	Annual rate of \$21,000 for six (6) months.
Step 1:	Annual rate of \$30,000 for six (6) months.
Step 2:	Annual rate of \$35,000 for six (6) months.
	Annual rate of \$43,244 for six (6) months.

At 11:59 p.m. on December 31, 2000, the Academy and wage steps before Step 3 on the parties' salary schedule shall be increased to the following levels:

Start Step:	Annual rate of \$40,000 for one (1) employment year.
Step 2:	Annual rate of \$43,244 for one (1) employment year, or January 1st, whichever is sooner. Thereafter, Step 3.

The County has proposed that holiday pay for its Police Officers be reduced by two (2) holidays per year, i.e., Columbus Day and Lincoln's Birthday. This reduction in holiday pay is not supported by the record evidence. A reduction in this important benefit also is not supported by evidence concerning the County's financial circumstances nor evidence of comparability. Therefore, the County's holiday pay proposal shall not be awarded.

The County has proposed that its Police Department be

permitted to promulgate a sick leave management program. It also has proposed that family sick leave days be eliminated.

The sick leave management program proposed by the County only will affect Officers who abuse sick leave. Moreover, it was previously agreed to by the parties as part of the Memorandum of Agreement (Joint Exhibit No. 5 at pg. 6). Although not dispositive, that fact demonstrates the reasonableness of establishing a sick leave management program. Thus, I shall direct that ninety (90) days after the effective date of this Opinion and Award, the County shall implement the sick leave management program set forth below. It is virtually identical to one agreed to in the parties' unratified Memorandum of Agreement (Joint Exhibit No. 5).

1. The use of sick leave for family illness, i.e., family sick days shall be discontinued.

2. "Sick leave abuser" shall be defined as any employee who has five (5) or more sick leave occurrences or one or more consecutive calendar full or partial days; or is absent for any eight (8) half or full tours in a calendar year.

3. A "chronic sick leave abuser" shall be defined as any employee who is a sick leave abuser for eighteen (18) consecutive calendar months or is absent for sixteen (16) days or ten (10) occurrences in a twelve (12) month period.

4. No employee shall be designated a sick leave abuser or chronic sick leave abuser prior to July 1, 1996. The sick leave occurrences which may cause an employee to be so designated may be

either line of duty or non-line of duty illness or injury.

5. The Police Surgeon may "relieve" a "sick leave abuser" or "chronic sick leave abuser" of any and all consequences of such designation which would otherwise apply. The refusal of the Police Surgeon to do so shall be reviewable in the grievance machinery under an "arbitrary or unreasonable" standard.

6. A sick leave abuser shall be so designated for at least six (6) months following the designation the following shall apply:

- * No scheduled overtime (unless ordered).
- * No scheduled night shift differential pay while on sick leave.
- * No swapping of tours.
- * No right to pick new tour schedule if opening occurs.
- * No eligibility for "preferred" assignments or designations.

7. Sick leave abuser designation shall be removed if the employee uses no sick leave during six (6) consecutive calendar months following such designation (unless excused from this condition by the Police Surgeon). The Police Surgeon may designate sick leave as not being counted as part of what is to be considered when designating a sick leave abuser or chronic sick leave abuser or when removing an employee from those designations. A Police Surgeon may require a doctor's note, (which describes the conditions, including symptoms, diagnosis and prognosis) in the event a police officer requests not to have sick leave count towards being designated or removed as a sick leave abuser or chronic sick leave abuser.

8. A chronic sick leave abuser is subject to the same conditions as a sick leave abuser except that a chronic sick leave abuser is additionally ineligible to receive night-shift differential pay while on vacation. In order for a member to be taken off the chronic sick leave abuser list, that member must work six (6) consecutive months, having used no sick leave or having used only sick leave permitted by the Police Surgeon. In such event, the chronic sick leave abuser shall then be designated a sick leave abuser. That member shall then be covered by all of the rules of a sick leave abuser.

9. Police officers who are on restricted assignment for eighteen (18) consecutive months shall have the following apply:

- * No more than twelve (12) hours per month of overtime is to be performed unless permitted by the Chief Surgeon or the Commissioner of Police.
- * No right to pick new tour schedule if openings occur.
- * No eligibility for preferred assignments.

10. When a member signs on sick leave with a line of duty reoccurrence he/she must visit the Police Surgeon immediately if the Police Surgeon is available, or if not available, that member must visit the Police Surgeon within twelve (12) hours of signing on sick leave. A sick leave abuser or chronic sick leave abuser must visit the surgeon every time he/she signs on sick leave of any kind.

11. When a member signs on sick leave with a line of duty reoccurrence on a holiday or weekend day, he/she must see the Police Surgeon immediately if the Police Surgeon is available, or

if not available the next operating hours of the Police Surgeon's office.

12. A member shall not be eligible for scheduled overtime for the first seven (7) consecutive days after returning to duty from sick leave of any kind.

13. Catastrophic illness or injuries are exempt from any and all provisions of the sick leave management program.

14. The police department and the PBA shall, as soon as possible, form a committee to institute a program whereby an injured police officer in the line of duty will be able to get all of the necessary health care for any injury or illness sustained in the line of duty within a seventy-two (72) hour period. The 72 hour period is a goal for the committee to achieve.

15. The department and the PBA will meet as soon as possible and create a disability management policy. This policy will enable any officer injured in the line of duty to be provided with all of the necessary laboratory and diagnostic tests to ascertain the extent of said officer's injuries within a 72 hour period. The 72 hour period is a goal for the committee to achieve. The designation of the diagnostic center will be by mutual agreement. However, the member shall still have the choice of selecting a treating physician.

16. Once a member applies for a disability pension there shall be no scheduled overtime assigned.

Currently, the County's Officers are provided with twenty six (26) days of paid sick leave per year. There is no evidence in the

record that the County's Officers require family sick leave such as those represented by three (3) family sick days provided pursuant to Section 9.14-4 (F) of the Agreement. Moreover, the parties' previously agreed in the unratified Memorandum of Agreement to eliminate family sick days (Joint Exhibit No. 5 at pg. 6). Although not dispositive, it demonstrates the reasonableness of eliminating family sick days. Therefore, effective with the date of this Opinion and Award, Section 9.14-4 (F) of the Agreement is deleted and family sick days are eliminated.

The County has proposed that after January 1, 1996, Police Officers no longer be permitted to covert into cash compensatory days earned for donating blood. Again, this was agreed to as part of the parties' unratified Memorandum of Agreement asserts that this was part of the unratified Memorandum of Agreement (Joint Exhibit No. 5 at pg. 6). Although not dispositive, it demonstrates the reasonableness of eliminating cash compensation for donating blood and the parties' belief that this change would not adversely affect the amount of blood donated by the County's Officers. However, I find that it would be inequitable to award this change retroactive to January 1, 1996, as proposed by the County. Officers who gave blood with the expectation that they would be permitted to convert their compensatory time into cash, should remain permitted to do so. Thus, I find that there shall be no cash convertibility for any compensatory days earned for donating

blood after the effective date of this Opinion and Award.⁶

The County has proposed that it be permitted to pay Officers for overtime work at straight time rates to the extent it is permitted by law to do so. There is no evidence concerning comparability supporting this proposal. Moreover, the County's financial circumstances, which have been taken into account throughout this Award, do not require the reduction of this important element of a Police Officer's overall compensation. Finally, this proposal, if awarded, would have an adverse affect on Police Officer morale. Thus, the County's overtime compensation proposal shall not be awarded.

The County has proposed that it not be required to pay certain monies deferred from prior years which are still owed to its Police Officers. The deferred monies at issue have already been earned by the affected Police Officers. In addition, these payments were deferred in order to assist the County. It would be inequitable to now eliminate the County's obligation to pay these monies. Finally, there is no persuasive evidence in the record demonstrating that the County cannot afford to pay these deferred monies.

However, in order to provide some financial relief to the County, I shall finalize that aspect of my Interim Award which gave

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This provision in the unratified Memorandum of Agreement was linked to an increase in the personal leave cap. In Mediation, the parties agreed that these issues also should be linked in Interest Arbitration. Thus, I award an increase in the personal leave cap.

Officers the option to defer receipt of these monies until January 1, 1999. Therefore, I find that Police Officers that are due deferred overtime monies that were to be paid on July 1, 1997, and Police Officers that are due deferred overtime monies that are to be paid on July 1, 1998, may at their sole option, defer all or a portion of these overtime monies until January 1, 1999. Such monies shall be paid at the rate in effect at the time of payment. These monies shall be paid no later than the first pay day after January 1, 1999.

The County has proposed amending the Agreement by deleting Sections 9.12-1 and 2 so that it is no longer required to provide Officers with a meal allowance. The record shows that payments under these provisions arise infrequently and that they are not an important element of Police Officer compensation. I agree with the County that this provision no longer makes sense. Therefore, effective on the date of this Opinion and Award, Sections 9.12-1 and 2 of the Agreement shall be deleted.

The County has proposed that effective upon the date of this Opinion and Award, the time for the County to notify an Officer of overtime cancellation be reduced from seventy two (72) hours to twenty four (24) hours.

The record shows that it is difficult for the Department to provide more than seventy two (72) hours of advance notice regarding the cancellation of overtime. However, I am not persuaded that the County can only provide twenty four (24) hours of advance notice regarding the cancellation of overtime.

Therefore, I find that effective upon the date of this Opinion and Award, the time for the County to notify an Officer of overtime cancellation be reduced from seventy two (72) hours to forty eight (48) hours.

The County has proposed that its Police Department be permitted to unilaterally institute an employee evaluation program, even if such a program requires all Officers to participate. There is no persuasive evidence in the record supporting the unilateral implementation of such a program by the County. Therefore, the County's employee evaluation program shall not be awarded.

The County has proposed that the night shift differential be paid only for night hours actually worked from 7:00 p.m. to 7:00 a.m. There is no persuasive evidence concerning comparability supporting this proposal. In addition, a cut in night shift differential is not dictated by the County's financial circumstances. For these reasons, as well as those discussed above in partially awarding the Association's night shift differential proposal, the County's night shift differential proposal shall not be awarded.

The County has proposed that the Association withdraw with prejudice, on behalf of itself and its members, any claims which it may have or had with respect to either (i) compensation of Officers assigned to the canine corps in excess of the compensation provided for in the unratified Memorandum of Agreement or (ii) past practices regarding year-end checks.

Since I have awarded an annual stipend to Canine Officers,

there is no need for the Association to pursue any grievance it may have had for Canine Officer pay. I also am persuaded that the minimal financial value to Police Officers of end of the year paychecks is outweighed by the financial burden on the County from issuing those checks. Therefore, effective upon the issuance of this Opinion and Award, the County shall no longer issue end of the year paychecks other than the regular bi-weekly paychecks.

The County has proposed that the definition of "temporary assignments" in the Agreement be amended to include assignments to the Police Academy and the Marine Bureau. It asserts that temporary assignments to the Police Academy and the Marine Bureau in excess of ninety (90) days are currently deemed permanent.

The parties have traditionally permitted temporary assignments of up to ninety (90) days. The County has presented persuasive evidence that it should be permitted to make temporary assignments to the Police Academy and the Marine Bureau. However, there is no persuasive evidence in the record that the County needs to make temporary assignments in excess of ninety (90) days. Therefore, the County's temporary assignment proposal shall awarded to the extent that it requests that the definition of "temporary assignments" in the Agreement be amended to include assignments to the Police Academy and the Marine Bureau.

The County has proposed that Section 8.0 of the Agreement, regarding Qualifications, be amended to read as follows:

8.0 Qualifications

Effective January 1, 1997:

1. All members must have three (3) full years of patrol experience before they can be assigned permanently to a non-patrol command within the police department.
2. The provisions of subdivision (1), above, shall not apply to:
 - a) assignments for the good of the Department, as solely determined by the Commissioner of Police;
 - b) assignment of restricted duty or light duty police officers;
 - c) members who possess special qualifications such as, but not limited to, a college degree in chemistry, law, accounting, or a helicopter pilot license that are deemed to be needed in the best interest of the police department's operation;
3. Members listed in subdivision (2), above, and recruits assigned to the Police Academy shall have that time credited to the three (3) year requirement.
4. The Department shall at least, two (2) times per year or more frequently, in its discretion, cause a notification to be made regarding vacant positions. The Department shall be required to give proper notice, of at least 30 days, to all employees of the vacant positions to be filled from within the ranks.
5. "Vacant positions" for purposes of subdivision (5) above, shall not include any command the function of which is primarily patrol.
6. In order to comply with the provisions of subdivision (3), above, the Department shall:
 - a) list the job description; and
 - b) list the qualification for the position and established application procedure; and
 - c) designate time periods for applications to be filled with thirty (30) days being the minimum time set; and
 - d) notify each applicant of the status and results of his/her application; and
 - e) list all members who apply and who receive or are appointed said position(s).

7. In the event a position is posted as specified in subdivision (6), above and no qualified applicants apply for such assignment, the Department shall have the option, in the sole discretion of the Commissioner of Police, to:

- a) leave the positions vacant;
- b) re-post the vacancies;
- c) assign members of the Force or civilian members of the Department to fill the positions without the need of further posting.

8. In the event the Commissioner of Police, in his sole discretion, determines that a continued vacancy is detrimental to the good of the Department, such position may be filled, temporarily, during the period of posting.

9. Temporary assignments cannot be of such in nature as to last more than six (6) months and that time will be credited to the three (3) year requirement for assignment to non-patrol commands.

10. Temporary assignments must be separated by no less than six (6) months so as to not frustrate the intention of this agreement.

The County has presented persuasive evidence that the procedure set forth in the Agreement for filling vacancies needs to be modified. However, I find that this procedure needs to be modified in conformity with the parties' past practice.

Therefore, based upon the entire record concerning this proposal, I find that the last sentence of paragraph 6 of Section 8.0 of the Agreement should be deleted and that the following paragraphs should be added to Section 8:

"(7) In the event after the notice provided for in paragraph "(6)" above is published and there are no volunteers to fill the vacant position then in accordance with the procedures herein, the letter interpreting this section 8.0 et. seq., and the past practice, the following procedure will be followed.:

(a) A second notice of the vacant position shall be published in accordance with the procedures in effect for section 8.0 et. seq. Unlike the notice provided for in

paragraph "(6)" above, members with less than three years will be permitted to request to fill the vacant position. Thereafter the remaining procedures involved with the selection process shall remain unchanged and will be followed.

(8) In the event after the second notice is published and there are still no or insufficient volunteers to fill the vacant position than the police officers from the least senior class (who have completed their probationary period) may be assigned to fill the vacant position.

(9) In order to comply with the above provisions the department shall:

1. List the job description; and
2. List the qualification for the position and established application procedure; and
3. Designate time periods for applications to be filed with thirty (30) days being the minimum time set; and
4. Conduct oral interviews of all applicants and notify each applicant of the status and results of his/her application; and
5. List all members who apply and who receive or are appointed said position(s).

The County has proposed amending Section 9.15-2(A) of the Agreement to provide that "upon separation from service, an employee or heirs to his estate, shall receive the cash payment due upon termination in five (5) equal annual installments, without interest. Notwithstanding any other provision of this agreement, the total maximum amount of all combined payments shall not exceed \$100,000."

This proposal, if awarded, would cut Police Officer compensation when it is needed most, i.e., upon the death or the retirement of an Officer. There is no evidence concerning

comparability supporting this proposal. Moreover, the County's financial circumstances, which have been taken into account throughout this Opinion and Award, do not require the awarding of the County's severance pay proposal. In addition, this proposal, if awarded, would adversely affect Police Officer morale. Therefore, the County's severance pay shall not be awarded.

The County has proposed that Section 6.3 (b) of the Agreement be deleted so that Police Officers no longer have the option of using compensatory time or other time credited to them to serve penalties that have been imposed by the Department. There is no persuasive evidence in the record supporting the County's assertion that permitting Police Officers the option of using compensatory time or other time credited to them to serve penalties that have been imposed by the Department, "undermines the efficacy of a disciplinary penalty" (County Brief at pg. 72). Therefore, the County's discipline proposal shall not be awarded.

The County has proposed that Officers hired on or after January 1, 1997, be scheduled, at the discretion of the Commissioner, for up to two thousand and eighty eight (2,088) hours per year for the first five (5) years of their service. As noted above, the record demonstrates that both the Department and newly hired Officers benefit by having those Officers work additional hours each year during their first few years of employment. That is why I have already found that while assigned to chart orange, new hires should be required to work ninety (90) additional hours per year for the first three (3) years of employment after

graduating from the Police Academy. The County's new hire proposal goes beyond what can be justified by the record before me. Therefore, it shall not be awarded.

In summary, I have carefully considered all of the relevant statutory criteria, as well as the type of standards normally evaluated in interest arbitrations of this kind, in reaching the findings above. In my view, they balance the rights of the members of the bargaining unit to fair improvements in their terms and conditions of employment with the legitimate needs of the County to prudently budget its economic resources.

Accordingly, the changes herein are awarded to the extent indicated in this Opinion. Any other proposed change in the expired Agreement is rejected.

AWARD

1. TERM

The Agreement shall have a term of January 1, 1996 to December 31, 2000.

2. WAGES

Bargaining unit members shall receive the following base wage increases:

January 1, 1996	5-1/4%
April 1, 1997	3%
April 1, 1998	3.65%
January 1, 1999	2.75%
July 1, 1999	2.75%
January 1, 2000	4.6%

These percentage wage increases also shall be applied to the parties' alternate salary rates.

3. NIGHT SHIFT DIFFERENTIAL

Effective January 1, 1998, the night shift differential for Police Officers assigned to Chart Orange shall be ten percent (10%) for all hours worked between 11:00 a.m. and 7:00 p.m. and that the night shift differential shall be twelve percent (12%) for all hours worked between 7:00 p.m. and 7:00 a.m.

4. LONGEVITY PAY

Effective January 1, 1999, County Police Officers with six (6) to nine (9) years of experience shall have their longevity pay increased by two hundred and fifty dollars (\$250), Officers with ten (10) to fourteen (14) years of experience shall have their

longevity pay increased by five hundred dollars (\$500), Officers with fifteen (15) years of experience shall have their longevity pay increased by seven hundred fifty dollars (\$750) dollars, Officers with sixteen (16) to twenty five (25) years of experience shall have their longevity pay increased by three hundred and twenty five dollars (\$325) for each year of service, and Officers with twenty six (26) or more years of service shall continue to be paid an additional one hundred dollars of longevity pay for each year of service above twenty five (25) years of service.

Effective January 1, 2000, County Police Officers with six (6) to nine (9) years of experience shall have their longevity pay increased by two hundred and fifty dollars (\$250), Officers with ten (10) to fourteen (14) years of experience shall have their longevity pay increased by five hundred dollars (\$500), Officers with fifteen (15) years of experience shall have their longevity pay increased by seven hundred fifty dollars (\$750) dollars, Officers with sixteen (16) to twenty five (25) years of experience shall have their longevity pay increased by three hundred and fifty dollars (\$350) for each year of service, and Officers with twenty six (26) or more years of service shall continue to be paid an additional one hundred dollars of longevity pay for each year of service above twenty five (25) years of service.

These awarded improvements shall result in the following schedule of longevity benefits:

LONGEVITY PAY

<u>Years of Employment</u>	<u>1/1/96-12/31/98</u>	<u>1/1/99-12/31/99</u>	<u>1/1/2000-Thereafter</u>
6-9	900	1150	1400
10-14	1500	2000	2500
15	2200	2950	3700
16	2500	3275	4050
17	2800	3600	4400
18	3100	3925	4750
19	3400	4250	5100
20	3700	4575	5450
21	4000	4900	5800
22	4300	5225	6150
23	4600	5550	6500
24	4900	5875	6850
25	5200	6200	7200
Each year after 25	\$100 per yr.	\$100 per yr.	\$100 per yr.

5. SPECIAL ASSIGNMENT PAY

Effective January 1, 1998, County Police Officers permanently assigned on a full-time basis to the Bureau of Special Operations, the Emergency Service Bureau, Applicant Investigations, Central Testing Section (CTS Breath Technicians) and the Scuba Diving Team shall be paid an annual assignment pay in the amount of three thousand four hundred dollars (\$3,400). In subsequent years, this amount shall be increased by the same percentage increase as base wages but this amount shall not be considered base wages for any purposes.

6. HEALTH INSURANCE PREMIUMS

The County shall pay the full cost of health insurance premiums for all employees and those retiring during the life of the awarded Agreement. Section 9.1 b (A) shall state:

.... and the County shall continue to pay the full cost of the premium in either the individual or family plan for enrollment of its active and retiring employees in the program

Section 9.16-1 (B) of the Agreement is amended to read as follows: The County has the right to change health insurance providers so long as there is no decrease in benefit levels. Before making such change, the County shall notify and accept comments from the Association.

7. ALTERNATE SALARY RATES

Effective January 1, 1996, Step 1 and Step 2 salaries shall retroactively be adjusted back to January 1, 1992 by using the same percentage increases that were previously applied to Step 3.

8. HOURS OF WORK

The parties' steady tour pilot program (Chart Orange) shall be made a permanent part of their Agreement.

Within thirty (30) calendar days of this Opinion and Award, Officers assigned to Chart 5 or 7 shall be reassigned to steady tours (Chart Orange).

For three (3) years after they have graduated from the Police Academy, the County shall be permitted to reassign Officers on Chart Orange from tour to tour three (3) times a year for four (4) months each.

For their first three (3) years of employment after graduating from the Police Academy, while assigned to Chart Orange, officers shall be required to work ninety (90) additional hours per year.

Officers assigned to Chart Orange, shall be permitted to pay

back the difference between their annual scheduled hours of work assignment and eighteen hundred and fifty six (1856) hours per year with accrued vacation time. Officers using accrued vacation time to pay back time owed shall schedule vacation time as payback time at the same time that they schedule their annual vacation days. However, the use of accrued vacation as payback time may be precluded if the County determines to use any or all of an Officer's payback time as training time to be scheduled by the County. No scheduled use of accrued vacation may be canceled for training purposes without six (6) months notice.

Officers required to report to court before the start of their first regularly scheduled shift shall be granted at least five (5) hours off between the end of their court appearance and the start of their next regularly scheduled shift.

All other Police Officers shall within sixty (60) calendar days of this Award, be assigned to perform 1856 hours or 232 tours, annually. In order (and if necessary) to adjust the hours and tours to conform to the 1856 hours and 232 tours, annually, the affected members shall be excused without charge to leave.

9. GOODWILL GAMES

The County will host the Goodwill Games in July and August, 1998. For that occasion only, each Police Officer assigned to Chart Orange may be ordered to perform a ten (10) or twelve (12) hour tour which tour is part of the payback time under Chart Orange. However, no Police Officer shall be ordered to perform the above payback time if he or she is on vacation leave or sick leave.

In order to use this payback time, the Police Department shall first notify the Police Officers that they will be assigned to the Goodwill Games on or before February 1, 1998 and, second, notify those Police Officers of their assigned tour of duty for the Goodwill Games no less than thirty (30) days before the Goodwill Games scheduled tour. If either notification is not made, payback time may not be used to assign a Police Officer to the Goodwill Games.

Police Officers who are assigned to perform the payback times, as indicated above, must be assigned to police the Goodwill Games only.

10. CLOTHING ALLOWANCE

The clothing allowance paid to County Police Officers shall be increased by the following amounts: effective January 1, 1998, by fifty dollars (\$50) to twelve hundred dollars (\$1200) per year; effective January 1, 1999, by fifty dollars (\$50) to twelve hundred and fifty dollars (\$1250) per year; and effective January 1, 2000, by fifty dollars (\$50) to thirteen hundred dollars (\$1300) per year.

11. EQUIPMENT ALLOWANCE

The equipment allowance paid to County Police Officers shall be increased by the following amounts: effective January 1, 1998, by fifty dollars (\$50) to eight hundred and fifty dollars (\$850) per year; effective January 1, 1999, by fifty dollars (\$50) to nine hundred dollars (\$900) per year; and effective January 1, 2000, by fifty dollars (\$50) to nine hundred and fifty dollars (\$950) per

year.

12. ASSOCIATION RELEASE TIME AND BOARD OF GOVERNORS

Effective upon the date of this Opinion and Award, and at the discretion of the Association President, the Association shall receive the amount of release time provided by the schedule attached to the parties' unratified Memorandum of Agreement.

Effective January 1, 1996, the Association's Board of Governors shall be permitted to pick their tour schedules based upon their individual seniority within their command.

Effective January 1, 1996, the Association's Board of Governors shall receive the alternate salary rates agreed to by the Association and the County. I shall retain jurisdiction to resolve any dispute between the parties regarding which alternate salary rate shall be applicable to the Association's Board of Governors.

13. 9mm HANDGUNS

The County shall provide newly hired Police Officers with 9mm handguns at no cost to those Officers as well as a reduced equipment allowance of one hundred dollars (\$100) during their first year of employment.

Officers retiring from employment with the Department shall be permitted to retain their 9mm handguns at no cost to the Officer, provided that the Officer is qualified to retain his or her 9mm handguns.

14. DENTAL CONTRIBUTIONS

Effective January 1, 1998, the County's dental contribution per employee shall be increased by one hundred dollars (\$100) from

four hundred and twenty five dollars (\$425) to five hundred and twenty five dollars (\$525).

15. EDUCATION PAY

Effective January 1, 1998, the County shall reimburse Police Officers who take college courses up to five hundred thousand dollars (\$500,000) per year, pursuant to the criteria set forth in Section 22 of the unratified Memorandum of Agreement (Joint Exhibit No. 5 at pg. 7).

16. DIRECT DEPOSIT

As soon as practical after the issuance of this Opinion and Award, the County shall implement a direct deposit program for its Police Officers similar to the system currently in place for the Department's Superior Officers.

17. USE OF ACCUMULATED TIME BEFORE RETIREMENT

Effective upon the date of this Opinion and Award, a Police Officer in contemplation of retirement shall have the right to use all of his accumulated (non-sick) time off prior to his or her scheduled retirement.

18. TERMINATION PAYOUT

Effective January 1, 1999, the daily rate shall be calculated by using a two hundred and forty five (245) day annual work schedule.

Effective January 1, 2000, the daily rate shall be calculated by using a two hundred and thirty two (232) day annual work schedule.

19. VACATION ACCRUALS

Effective upon the date of this Opinion and Award, the number of vacation days Officers are permitted to accrue shall be increased to from fifty four (54) days to ninety (90) days.

20. VACATION LEAVE

Effective January 1, 1998, the vacation entitlement for Police Officers effective upon their tenth (10th) January 1st, following their commencement of service, shall be increased by one (1) day per year to twenty eight (28) paid vacation days per year and the vacation entitlement. Effective upon their sixteenth (16th) January 1st, following their commencement of service, vacation entitlement shall be increased by three (3) days per year to thirty (30) paid vacation days.

Effective January 1, 1998, Officers shall be permitted to pick up to ten (10) individual vacation days per year, but that only five of those days may be on designated holidays.

21. SICK LEAVE ACCUMULATION

The number of days of paid sick leave Officers are permitted to accumulate shall be increased to the following levels: effective January 1, 1998 - four hundred and ninety four (494) days; effective January 1, 1999 - five hundred and twenty (520) days; and effective January 1, 2000 - five hundred and fifty (550) days.

22. COMPENSATORY LEAVE TIME

Effective January 1, 1998, the compensatory time cap in Section 9.8-1 (B), Option 1, shall be increased to one hundred

ninety-four (194) hours at the overtime rate, which equals two hundred ninety-one (291) hours at the straight time rate.

23. REOPENER

In the event that the County and its Superior Officers or the County and its Detectives, agree to, or an Interest Arbitrator awards, a change in any of the following terms and conditions of employment from January 1, 1996 through December 31, 2000, other than the changes awarded herein, the Association shall be entitled to reopen negotiations over that term and condition of employment, including the right to proceed to interest arbitration. The potential reopener issues are as follows:

- a) Wages
- b) Longevity
- c) Night Differential

All other reopeners are deleted from the Agreement.

24. OFF-DUTY SECURITY WORK

Effective January 1, 1998, restrictions on Officers engaging in off-duty security work shall be deleted from the Agreement. However, Officers shall continue to follow the same procedures for obtaining approval for off-duty work as they have in the past.

25. CANINE OFFICER STIPEND

Effective January 1, 1996, Canine Officers shall be paid an annual stipend of eight thousand two hundred and fifty five dollars (\$8,255) to compensate those Officers for the time they spend caring for and maintaining their dogs during off duty hours. This stipend shall be increased by the same percentage increases as base

wages but shall not be considered base wages for any purposes.

26. NEW HIRE WAGE RATES

The Academy and wage steps before Step 3 on the parties' salary schedule shall be frozen at the levels indicated below until 11:59 p.m. December 31, 2000:

Academy Step: Annual rate of \$21,000 for six (6) months.
Step 1: Annual rate of \$30,000 for six (6) months.
Step 2: Annual rate of \$35,000 for six (6) months.
Annual rate of \$43,244 for six (6) months.

At 11:59 p.m. on December 31, 2000, the Academy and wage steps before Step 3 on the parties' salary schedule shall be increased to the following levels:

Start Pay: Annual rate of \$40,000 for one (1) employment year.
Step 2: Annual rate of \$43,244 for one (1) employment year, or to January 1st, whichever is sooner.
Thereafter, Step 3.

27. SICK LEAVE MANAGEMENT PROGRAM

Effective ninety (90) days after the date of this Opinion and Award, the County shall implement the following sick leave management program.

1. The use of sick leave for family illness, i.e., family sick days shall be discontinued.

2. "Sick leave abuser" shall be defined as any employee who has five (5) or more sick leave occurrences of one or more consecutive calendar full or partial days; or is absent for any eight (8) half or full tours in a calendar year.

3. A "chronic sick leave abuser" shall be defined as any employee who is a sick leave abuser for eighteen (18) consecutive calendar months or is absent for sixteen (16) days or ten (10)

occurrences in a twelve (12) month period.

4. No employee shall be designated a sick leave abuser or chronic sick leave abuser prior to March 1, 1998. The sick leave occurrences which may cause an employee to be so designated may be either line of duty or non-line of duty illness or injury.

5. The Police Surgeon may "relieve" a "sick leave abuser" or "chronic sick leave abuser" of any and all consequences of such designation which would otherwise apply. The refusal of the Police Surgeon to do so shall be reviewable in the grievance machinery under an "arbitrary or unreasonable" standard.

6. A sick leave abuser shall be so designated for at least six (6) months following the designation the following shall apply:

- * No scheduled overtime (unless ordered).
- * No scheduled night shift differential pay while on sick leave.
- * No swapping of tours.
- * No right to pick new tour schedule if opening occurs.
- * No eligibility for "preferred" assignments or designations.

7. Sick leave abuser designation shall be removed if the employee uses no sick leave during six (6) consecutive calendar months following such designation (unless excused from this condition by the Police Surgeon). The Police Surgeon may designate sick leave as not being counted as part of what is to be considered when designating a sick leave abuser or chronic sick leave abuser or when removing an employee from those designations. A Police Surgeon may require a doctor's note, (which describes the

conditions, including symptoms, diagnosis and prognosis) in the event a police officer requests not to have sick leave count towards being designated or removed as a sick leave abuser or chronic sick leave abuser.

8. A chronic sick leave abuser is subject to the same conditions as a sick leave abuser except that a chronic sick leave abuser is additionally ineligible to receive night-shift differential pay while on vacation. In order for a member to be taken off the chronic sick leave abuser list, that member must work six (6) consecutive months, having used no sick leave or having used only sick leave permitted by the Police Surgeon. In such event, the chronic sick leave abuser shall then be designated a sick leave abuser. That member shall then be covered by all of the rules of a sick leave abuser.

9. Police officers who are on restricted assignment for eighteen (18) consecutive months shall have the following apply:

- * No more than twelve (12) hours per month of overtime is to be performed unless permitted by the Chief Surgeon or the Commissioner of Police.
- * No right to pick new tour schedule if openings occur.
- * No eligibility for preferred assignments.

10. When a member signs on sick leave with a line of duty reoccurrence he/she must visit the Police Surgeon immediately if the Police Surgeon is available, or if not available, that member must visit the Police Surgeon within twelve (12) hours of signing on sick leave. A sick leave abuser or chronic sick leave abuser must visit the surgeon every time he/she signs on sick leave of any

kind.

11. When a member signs on sick leave with a line of duty reoccurrence on a holiday or weekend day, he/she must see the Police Surgeon immediately if the Police Surgeon is available, or if not available the next operating hours of the Police Surgeon's office.

12. A member shall not be eligible for scheduled overtime for the first seven (7) consecutive days after returning to duty from sick leave of any kind.

13. Catastrophic illness or injuries are exempt from any and all provisions of the sick leave management program.

14. The police department and the PBA shall, as soon as possible, form a committee to institute a program whereby an injured police officer in the line of duty will be able to get all of the necessary health care for any injury or illness sustained in the line of duty within a seventy-two (72) hour period. The 72 hour period is a goal for the committee to achieve.

15. The department and the PBA will meet as soon as possible and create a disability management policy. This policy will enable any officer injured in the line of duty to be provided with all of the necessary laboratory and diagnostic tests to ascertain the extent of said officer's injuries within a 72 hour period. The 72 hour period is a goal for the committee to achieve. The designation of the diagnostic center will be by mutual agreement. However, the member shall still have the choice of selecting a treating physician.

16. Once a member applies for a disability pension there shall be no scheduled overtime assigned.

28. FAMILY SICK LEAVE DAYS

Effective upon the date of this Opinion and Award, Section 9.14-4 (F) of the Agreement is deleted and family sick leave days are eliminated.

29. BLOOD DONATION

Effective upon the date of this Opinion and Award, there shall be no cash convertibility for any compensatory days earned for donating blood. Furthermore, effective January 1, 1998, the Personal Leave Cap in Section 9.14-2 shall be raised from ten (10) to fifteen (15) days as per paragraph 19 of the unratified Memorandum of Agreement.

30. DEFERRED MONIES

Police Officers that are due deferred overtime monies that were to be paid on July 1, 1997, and Police Officers that are due deferred overtime monies that are to be paid on July 1, 1998, may at their sole option, defer all or a portion of these overtime monies until January 1, 1999. Such monies shall be paid at the rate in effect at the time of payment. These monies shall be paid no later than the first regular pay day after January 1, 1999.

31. MEAL ALLOWANCE

Effective upon the date of this Opinion and Award, Sections 9.12-1 and 2 of the Agreement shall be deleted.

32. OVERTIME CANCELLATION

Effective upon the date of this Opinion and Award, the time for the County to notify an Officer of overtime cancellation shall be reduced from seventy two (72) hours to forty eight (48) hours.

33. QUALIFICATIONS

Effective upon the date of this Opinion and Award, Section 8.0 shall be amended by adding to subdivision (6), following the phrase "... within the police department" and in substitution for the balance of the subdivision (beginning with the phrase "In order to comply ...") the following:

"(7) In the event after the notice provided for in paragraph "(6)" above is published and there are no volunteers to fill the vacant position then in accordance with the procedures herein, the letter interpreting this section 8.0 et. seq., and the past practice, the following procedure will be followed.:

(a) A second notice of the vacant position shall be published in accordance with the procedures in effect for section 8.0 et. seq. Unlike the notice provided for in paragraph "(6)" above, members with less than three years will be permitted to request to fill the vacant position. Thereafter the remaining procedures involved with the selection process shall remain unchanged and will be followed.

(8) In the event after the second notice is published and there are still no or insufficient volunteers to fill the vacant position than the police officers from the least senior class (who have completed their probationary period) may be assigned to fill the vacant position.

(9) In order to comply with the above provisions the department shall:

1. List the job description; and
2. List the qualification for the position and established application procedure; and
3. Designate time periods for applications to be filed with thirty (30) days being the minimum time set; and

4. Conduct oral interviews of all applicants and notify each applicant of the status and results of his/her application; and
5. List all members who apply and who receive or are appointed said position(s).

34. END OF THE YEAR PAYCHECKS

Effective upon the issuance of this Opinion and Award, the County shall no longer issue end of the year paychecks other than regular bi-weekly paychecks.

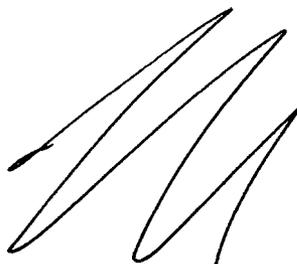
35. TEMPORARY ASSIGNMENTS

The definition of "temporary assignments" in applying the provision of Section 8.0 in the Agreement shall be amended to include assignments to the Police Academy and the Marine Bureau.

36. GRIEVANCE PROVISION

Effective with the issuance of this Award, Section 5.1, Step 4(d) shall reflect an eight hundred dollar (\$800.00) per diem for Arbitrators. As requested, I will meet with the parties no later than November 1, 1997, in order to streamline grievance processing by facilitating the settlement of grievances and expediting the scheduling of cases that are to be arbitrated.

August 29, 1997.



Martin F. Scheinman, Esq.
Interest Arbitrator

On this 29th day of August 1997, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., 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 the same.



NOTARY PUBLIC
Diane M. Falzon
County of Nassau
Registration No. 01FA5073646
Expires March 3, 1999