

PUBLIC EMPLOYMENT RELATIONS BOARD  
STATE OF NEW YORK

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CONCILIATION

CASE NO.

IA-53; M77-803

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In the Matter of the  
Compulsory Interest Arbitration  
between  
The Village of Rockville Centre  
and  
The Rockville Centre Police Benevolent  
Association, Inc.

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OPINION AND AWARD  
OF  
THE PUBLIC ARBITRATION  
PANEL

Before the Public Arbitration Panel:

Josef P. Sirefman, Chairman  
James Kraemer, Employee Organization Panel Member  
Terence M. O'Neil, Esq., Public Employer Panel Member

Appearances:

For the Union: Richard Hartman, Esq.

For the Employer: Rains, Pogrebin & Scher  
By: Bruce R. Millman, Esq.

Pursuant to Section 209.4 of the New York State Civil Service Law, Harold R. Newman, Chairman of the Public Employment Relations Board, on September 1, 1978 designated a Public Arbitration Panel to make a just and reasonable determination of issues resulting from collective bargaining negotiations between the parties (hereinafter referred to as the "Village" and the "PBA" respectively). Hearings were conducted by the

Panel at the Rockville Centre Village Hall on October 13th, October 30th, November 3rd, December 13th and December 18th, 1978, at which the parties were afforded full opportunity to present oral and written evidence, examine and cross-examine witnesses, provide oral argument and otherwise support their respective positions. Extensive exhibits were introduced by both sides. Thereafter the Panel met in executive session on January 23, February 12, and March 13, 1979 and conferred on the sizeable record before it.

The most recent collective bargaining agreement (referred to as the "current" contract) covering the unit--which consists of three Lieutenants, six Sergeants, and forty-one Police Officers--expired December 31, 1977. The issues have been considered within a one year context (January 1, 1978 to December 31, 1978).

The Village did not make any proposals. Issues placed before the Panel by the PBA in its Amended Petition For Arbitration are:

1. Basic Work Year
2. Wage Increase
3. Personal Leave Days
4. Longevity
5. Night Differential
6. Required Equipment Allowance
7. Clothing Allowance
8. Detective Compensation

The PBA moved to further amend the petition to include a Dental Plan and a number of other issues. By majority vote (the Chairman and Employer Arbitrator) the Panel sustained the Employer's objection, ruling that the scope of the interest

arbitration was determined by the subjects already set forth in the Amended Petition.

In arriving at the Award the extensive presentations at the hearings and the numerous exhibits have been carefully reviewed. Full consideration has been given to the following statutory criteria:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. The terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security;

as well as to other relevant factors.

#### Discussion

##### Term of the Contract

The period covered by this award is from January 1, 1978 through December 31, 1978.

### Basic Work Year

At the hearings the PBA sought a reduction of the current 249 days for members of the force on a rotating schedule to 232 days. Subsequent to the hearings this PBA proposal was withdrawn, and therefore no finding is made on the merits of this issue.

### Wage Increase

A wage increase of \$5000 per member for 1978 is proposed by the PBA. The Village would give each member a \$900 raise. Put in its most direct form the PBA claims that, with minor exceptions, the Village and Nassau County have been in "tandem" from the outset of their respective contractual relationships with police. Although the numerous documents produced by the PBA deal with the further claim that all police share to a great extent common dangers and health hazards and more locally common testing and training, the principal PBA material consists of the current police contracts affecting Nassau and Suffolk County and the twenty Villages and Cities in Nassau County. The purpose is to demonstrate that the Nassau County contract serves as the "standard", the centripetal force towards which the compensation of the rest of the police forces in the County move; and in some instances coincide or even surpass. (PBA Ex.16 as revised during the hearings).

The Village argues, inter alia, that the statutory standards were meant to be applied on a local municipality by municipality basis; that terms and conditions of employment negotiated or awarded elsewhere cannot be controlling when they exceed what would be reasonable for this Village to afford; that when looked at in a wider perspective than Nassau or Suffolk County (i.e., Westchester, and the rest of New York State) a Rockville Centre policeman is paid fairly; and the increases granted by the Village over the years have been beyond the rise in the cost of living over the same period.

Albeit with some "leap frogging", due to the January versus mid-calendar year periods when County and Village increases became effective, the early contracts between the parties did follow the Nassau County salary provisions; 1969 through December, 1974, with the Village contracts containing specific reference to the Nassau contract in 1969 (PBA Ex.1a); 1970 (PBA Ex. 2a); 1971 (PBA Ex. 3a); and in salary for 1972 (PBA Ex. 3b). Indeed, during this period there were times when the Village's salary was ahead of the County compensation for top grade police officers.

However, as the County's negotiations began to involve the "4 and 96"(or reduced work schedule to 232 days per year) the Village's contract continued to make reference to the Nassau

County contract, only now in the context of adjusting Village salary in anticipation of remaining at the significantly longer work year. Thus, PBA Ex. 6 (the contract between the parties from June 1, 1973 to December 31, 1976), provides in Section 7A that for the two year period January 1, 1975 through December 31, 1976, the salary scale for Police Officers and for Sergeants and Lieutenants will be 1.05 and 1.03 respectively of the salary in the Nassau contracts. Section 18 of that agreement, entitled "Conversion of Factors For Work Week Changes" spelled out the reason for this departure from the prior pattern:

The multipliers of 1.03 and 1.05 respectively set forth in Section 7A(1) A&B are intended to be a substitute for the duty tour program (the 4/96 program) adopted by the County for its Police Department. In the event that the County of Nassau should grant a partial or whole cash equivalent for the elimination in part, or in whole, of said 4/96 program, then the factors of 1.03 and 1.05 will be modified to reflect the changes effected by the County.

As a result of the application of these multipliers the January 1, 1975 through December 31, 1976 salary for a top grade Police Officer in the Village was \$17,717.00. In effect the 1975 salary was frozen in 1976. By mid 1976 the Nassau County salary was \$18,274. In a November, 1976 Rider to the 1973-76 contract, the parties negotiated PBA Ex.7 to cover the period

January 1,1977 to December 31,1977. This time reference to Nassau County and the 1.03-1.05 multipliers are absent,the work year remains unchanged, and the method agreed upon for calculating the 1977 wage increase in Paragraph 1(a) is "the actual percentage that equates to the increase in the cost-of-living index (CPI) for the Metropolitan area of New York covering the period from November 1975 to November 1976. In no event shall such increase be less than 6.5 %." In fact, the increase turned out to be 6.5 % placing the Village's top grade officer salary at \$18,869.00 for 1977. By Award the Nassau County top grade officer salary went from \$18,974 on January 1,1977 to \$19,674 on July 1,1977, and from \$20,374 on January 1,1978 to \$21,000 on July 1,1978 (PBA Ex. 27).

From this bargaining history it can be concluded that at one time the Village and County moved together (although certainly not in all regards). However, the more recent contracts negotiated between the parties have, for what ever reasons they deemed appropriate, departed significantly from the County's experience in terms of work year, salary determination, as well as with respect to a variety of lesser matters ( Village Ex. 4).

In the arbitrator's opinion the following wage adjustments for 1978 would be just and reasonable:

i)effective January 1,1978 the current scheduled pay rate for top grade Police Officers (5) shall be increased by \$850, and effective July 1,1978 the scheduled pay rate for top grade Police Officers shall be further increased by \$650.

ii) effective January 1, 1978 the current scheduled pay rate for Sergeant shall be increased by \$900 ,and effective July 1, 1978 the scheduled pay rate for Sergeant shall be further increased by \$700.

iii) effective January 1, 1978 the current scheduled pay rate for Lieutenants shall be increased by \$1,000 and effective July 1, 1978 the scheduled pay rate for Lieutenants shall be further increased by \$800 .

iv) effective January 1, 1978 the current pay rates for Police Officers grade 1 through 4 shall be increased by 6.2 % .

In arriving at the above increases, which will put an additional 6.2 % of the current base into the pay of the top grade officer for 1978, weight was given to the following: A) the increase in the Metropolitan New York Consumer Price Index was 5.1 per cent in 1977; B) although Rockville Centre has developed its own salary rationale in recent years, some consideration must be given to the Village salary in terms of the "County-wide" range for such salaries. The two increases in the salary schedule place Rockville Centre Police well within the County-wide range of pay for 1978 (PBA Ex. 16 and Village Ex. 3a). Finally, the variant provisions for Sergeants and Lieutenants is prompted by the principle of maintaining vertical equity between the positions. In the case of Police Officers 1-4 vertical equity includes contemplation of the increment these positions receive .

### Personal Leave Days

The PBA seeks an increase in personal days from 4 to 10 per year. Rockville Centre is the only municipality in Nassau County that provides less than 5 personal days. Accordingly, an increase to 5 personal days is warranted. However, as 1978 has already passed, the contract should provide that for said year an additional day of sick leave accumulation should be granted.

### Longevity

Under the current contract members receive \$350 after six years, \$750 after ten years, \$1,150 after fifteen years and an additional \$50 per year thereafter. The PBA proposes \$500 after the fifth year of service and \$100 more for each additional year of service.

Although there is some overlap as to which is the "current" contract provision covered by PBA Ex.16 (i.e., 1977, 1978 or 1979), and there is some variation in the dollar amounts available to members after five years and ten years among the various police departments within Nassau County, the median amount of longevity after fifteen years is \$1,150 and the median amount per year after fifteen years is \$50 per year (with some variation in the number of years for which this \$50 is provided). Thus Rockville Centre's current longevity provision is well in line with that available in

other Nassau Departments. In effect, this PBA proposal is in the nature of anticipatory improvements that other PBA units in the County expect to obtain in current or near future negotiations with their respective municipalities. This proposal is denied.

#### Night Differential

Current night differential is 75¢ an hour. It is applicable to two-thirds of the rotating tours, or 1328 hours a year for a total of \$996.00 per year for those officers on rotation. The PBA would convert this into a ten per cent of base salary, as is the case in several other departments in Nassau County. The difficulty that the arbitrator has with a percentage figure is that an increase in the base automatically and implicitly raises any amounts measured by that percentage. Dealing with fixed amounts explicitly and expressly focuses on the sums in dispute.

Having determined that a percentage night differential is inappropriate, there remains the question of whether some increase is warranted. The current 75¢ (\$996) differential places Rockville Centre almost at the bottom of the range in Nassau County (\$756 to \$1450). A ten cent an hour increase for a total of \$1,128.80 would bring this payment up to the middle of that grouping (PBA Ex.16).

### Required Equipment Allowance

Currently the required equipment allowance is \$350 a year. The PBA would have this increased to \$500 a year. The average allowance in Nassau County jurisdictions is about \$350, the amount Rockville Centre now pays. Therefore, this proposal is also anticipatory in nature and is denied.

### Clothing Allowance

The current clothing allowance is \$350 per year. The PBA seeks to raise this to \$500. The rationale set forth immediately above in the discussion of Required Equipment Allowance pertains here as well. This PBA proposal is denied.

### Detective Compensation

Rockville Centre has three police officers designated as Detectives. Under section 7B of the current agreement entitled "Additional Payments " these members receive an additional \$400 per year (prorated). This amount has remained the same since the early 1970s. The PBA proposes that this additional payment be raised to ten percent of base salary.

Only a few departments in Nassau County have contractual provisions for detectives. Those that do provide substantial differentials, to the extent of a few thousand dollars. This is no recent development. Back in 1972, when the Village was more closely tied to Nassau County contracts, Detectives in the latter force enjoyed differentials ranging from \$962.00 to

\$2,133.00 per year depending on years in the position. With ensuing Nassau County contracts these differentials were further enhanced, but there has been no change in the \$400 additional payment provided by the Village to Detectives without regard to their length of service in that designation.

Therefore, it can be concluded/<sup>that</sup> these persisting and substantial differences in pay reflect substantial differences in the position despite the similar designation "Detective". In other words, the arbitrator is not persuaded that there has been a showing which supports the conversion of Detective compensation to a percentage of base salary or any dollar amount similar to that now provided for in the contracts covering Detectives, let alone so substantial a percentage advocated by the PBA. Nevertheless, the \$400 rate has remained the same for a good number of years when costs and prices have universally moved considerably upward. Therefore an increase to \$600 per year is warranted.

#### Retroactivity

The increases in wages, night differential and Detective compensation discussed above are entitled to full retroactivity. At the hearing the Village raised the matter of time necessary to recompute the individual payroll of each member. Under the circumstances, it is the intent of the award that the retro-

active payments be completed by the Village as soon as is practicable.

### Ability to Pay

The Village has called the arbitrator's attention to the increases in costs for various fringe benefits, insurances and retirement it provides, and the steady rise in its tax rate. While there are variations from locale to locale in certain instances, the picture of rising costs painted by the Village is common to all municipalities. The arbitrator is mindful that the Village residents pay other taxes than those levied by the Village . This does not ,however, render them unique,as similar overlapping obligations face citizens throughout the area .

There has been no showing by the Village from which it can be inferred that ability to pay the increases awarded, together with attendant pension and social security costs on payroll items, is in question . For example, there is nothing in the record to persuade the arbitrator that the Village has incurred heavy or unmanageable debt; or that the existing tax rate is excessively burdensome; or that the Village has,or can reasonably expect in the near future, to experience substantial fiscal problems; or any other indication of financial instability . In sum , the increases awarded are within the Village's ability to pay .

AWARD OF THE PUBLIC ARBITRATION PANEL

1. Contract Term The term of the contract covered by the Award shall be January 1, 1978 through December 31, 1978.

2. Wage Increase The PBA proposal is granted to the extent that members of the unit shall receive increases as follows:

i) Effective January 1, 1978 the current scheduled pay rate for top grade Police Officers (5) shall be increased by \$850 , and effective July 1, 1978 the scheduled pay rate for top grade Police Officers shall be further increased by \$650.

ii) Effective January 1, 1978 the current scheduled pay rate for Sergeant shall be increased by \$900 , and effective July 1, 1978 the scheduled pay rate for Sergeant shall be further increased by \$700.

iii) Effective January 1, 1978 the current scheduled pay rate for Lieutenants shall be increased by \$1,000 and effective July 1, 1978 the scheduled pay rate for Lieutenants shall be further increased by \$800.

iv) Effective January 1, 1978 the current pay rates for Police Officers grade 1 through 4 shall be increased by 6.2 %.

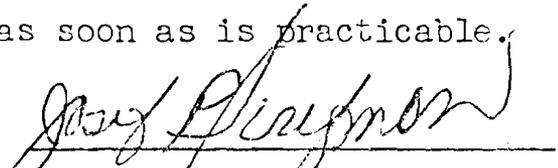
3. Personal Leave Days The PBA proposal is granted to the extent that the contract shall provide for five personal days per year. However, as 1978 has already passed, the contract shall state that for said year an additional day of sick leave accumulation shall be granted.

4. Longevity The PBA proposal is denied.

5. Night Differential The PBA proposal is granted to the extent that the night differential shall be increased by 10¢ to 85¢ per hour, effective January 1, 1978.

6. Required Equipment Allowance The PBA proposal is denied.
7. Clothing Allowance The PBA proposal is denied.
8. Detective Compensation The PBA proposal is granted to the extent that additional payments shall be \$600 per year (pro-rated) effective January 1, 1978.
9. Retroactivity The increases awarded are to be fully retroactive to their effective dates. Payment of all retroactivity is to be completed by the Village as soon as is practicable.

Dated: March 27, 1979

  
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Josef P. Sirefman  
Chairman

I concur with the Chairman's conclusions as to the following paragraphs in the Award: 1, 2, 3, 5, 9

but dissent as to paragraphs: 4, 6, 7, 8

Dated: 4/10/79

S/JAMES KRAEMER

James Kraemer  
Employee Organization Panel Member

I concur with the Chairman's conclusions as to the following paragraphs in the Award: 1, 3, 4, 6, 7, 8, 9

but dissent as to paragraphs: 2, 5

Dated: 4/10/79

S/TERENCE M. O'NEIL

Terence M. O'Neil, Esq.  
Public Employer Panel Member

STATE OF NEW YORK  
COUNTY OF *Nassau*

ss.:

On this *24* day of *March* 1979 before me personally appeared Josef P. Sirefman, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

*Dayton Randell*  
Notary Public **DAYTON RANDELL**  
NOTARY PUBLIC, State of New York  
No. 30-3203085  
Qualified in Nassau County  
Commission Expires March 30, 1981

STATE OF NEW YORK  
COUNTY OF *NASSAU*

ss.:

On this *10<sup>th</sup>* day of *APRIL* 1979 before me personally appeared James Kraemer, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

*S/ SUSAN ANGELOS*  
Notary Public  
*NOTARY PUBLIC, STATE OF N.Y.*  
*NO 30-4503977*  
*QUALIFIED IN NASSAU COUNTY*  
*COMMISSION EXPIRES MARCH 30, 1981*

STATE OF NEW YORK  
COUNTY OF *NASSAU*

ss.:

On this *10* day of *APRIL* 1979 before me personally appeared Terence M. O'Neil, Esq., to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

*S/ SUSAN ANGELOS*  
Notary Public *STATE OF N.Y.*  
*NO 30-4503977*  
*QUALIFIED IN NASSAU COUNTY*  
*COMMISSION EXPIRES MARCH 30, 1981*

