

NEW YORK STATE PUBLIC EMPLOYMENT
RELATIONS BOARD
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NEW YORK STATE PUBLIC
EMPLOYMENT RELATIONS BOARD

CASE NO.: IA-132; M79-198

CONCILIATION

In the Matter of the Compulsory
Interest Arbitration

- between -

MALVERNE POLICE BENEVOLENT ASSOCIATES, INC.

- and -

INCORPORATED VILLAGE OF MALVERNE

OPINION AND AWARD

of
PUBLIC ARBITRATION
PANEL

BEFORE:

George S. Roukis
Chairman and Impartial Member

Wallace Werbitt
Malverne Village Panel Member

Stan R. Kid
Malverne P.B.A. Panel Member

APPEARANCES:

For the Association

Richard Hartman,
Hartman and Lerner

For the Village

Andrew Wallace, Esq.,
Wallace and O'Haire

Pursuant to the statutory provisions applicable to Compulsory Interest under Section 209.4 of the New York State Civil Service Law as amended on July 1, 1977, the undersigned Public Arbitration was appointed on September 28, 1979 to hear and decide the contract negotiations dispute between the Malverne Police Benevolent Association, Inc. and the Incorporated Village of Malverne, hereinafter referred to as the P.B.A. and Village respectively. ¹ Mediatory efforts were initiated at the behest of the Public Member on November 2, 1979 and continued on December 15, 1979 and March 26, 1980 but were unable to resolve the impasse. Accordingly, formal hearings were held on June 12 and 21, 1980 at which time the parties were afforded ample opportunity to present testimony and evidence germane to their positions.

¹. These provisions are verbatimly referenced hereinafter. "Statutory provisions applicable to Compulsory Interest Arbitration Pursuant to Civil Service Law, Section 209.4 (As amended July 1, 1977)"

(iii) the public arbitration panel shall hold hearings on all matters related to the dispute. The parties may be heard either in person, by counsel, or by other representatives, as they may respectively designate. The parties may present, either orally or in writing, or both, statements of fact, supporting witnesses and other evidence, and argument of their respective positions with respect to each case. The panel shall have authority to require the production of such additional evidence, either oral or written as it may desire from the parties and shall provide at the request of either party that a full and complete record be kept of any such hearings, the cost of such record to be shared equally by the parties;

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

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such

(Footnote 1 continued)

determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

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.

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

(vii) the determination of the public arbitration panel shall be subject to review by a court of competent jurisdiction in the manner prescribed by law.

P.B.A.'s POSITION

The P.B.A. had originally submitted sixty three (63) unresolved proposals to Arbitration. During the course of the mediation sessions, the proposals were reduced to twelve (12) that are the subject of this arbitration. At the hearings held on June 12 and 21, 1980, the P.B.A. adduced voluminous documentation relative to each proposal and presented detailed testimony depicting the Village's historical relationship to Nassau County. In addition to the numerous collective agreements, fact finding reports and Arbitration Awards submitted into the record representing the negotiating history and status of the intracounty villages and Nassau County, the organization also reviewed the comparative salary and benefit standards enjoyed by each covered jurisdictional unit and the rationale for their adoption. Primarily, the P.B.A. focused on demonstrating that the Village consistently followed the County Agreements as settlement benchmarks and that this comparable relationship was observed and noted by predecessor neutrals. It argued that the requested agreement modifications for 1979-1981 were predicated upon this relationship and were unquestionably justified when the relevant statutory settlement criteria were considered. The President of the P.B.A. testified regarding the problems facing unit officers and asserted that the proposed overtime changes for switching and mandating time off for P.B.A. and Police Officials to attend professional conferences were warranted by the Police Chief's indifference to these matters.

He argued that to eliminate the "4-96" schedule which was gained through tortuous negotiations, would impose a burdensome hardship upon the officers and significantly reduce the employment condition that is widely held by other police negotiating units. He contended that to eliminate newly hired officers from "4-96" coverage would create divisive conditions within the unit and militate against good labor relations policy. He disputed the Village's position that a minimum of two (2) trained police officers weren't needed to man outside posts arguing that an untrained officer posed unacceptable risks to his partner. The P.B.A. concluded that its position on each of the unresolved issues was supported by the record and moved that they be accepted into by the Panel.

P.B.A. PROPOSALS

1. Salary Increase. There shall be a fifteen (15%) percent across the board wage increase in each of the two years.
2. Overtime (When Switching Tours). No member's scheduled tour of duty shall be switched for any reason at all without the payment of overtime compensation.
3. PBA and Police Conference Officials. The President or Vice-President, or their duly designated representatives of the PBA and any member holding office in a police conference operating in the State of New York, must be permitted time off with pay for the purpose of attending functions of the Metropolitan Police Conference, the Nassau Police Conference, the New York State Police Conference, and the Malverne PBA.
4. Night Differential. A. An employee, at least half of whose shift is between 4:00 P.M. and 8:00 A.M. shall receive additional differential compensation of fifteen (15%) percent of his hourly compensation for each hour actually worked regardless of whether such hours are between 4:00 P.M. and 8:00 A.M.. Hours worked contiguous with and at the completion of night time tour shall be eligible for night differential.
B. In lieu of hours actually worked, employees who are on authorized leave, such as sick leave,

personal leave, vacation time, compensatory time or a paid holiday shall likewise receive the additional compensation provided for herein, if such employee, by reason of his work schedule would have worked during such hours for which the said additional differential compensation would be paid in pursuance of this subdivision.

5. Retirement (Adoption of Section 375-i). The Village shall give the employees the right to transfer to section 375-i of the Retirement and Social Security Law.

6. Longevity (Amounts). An employee shall be entitled to a longevity payment of five (5%) percent of his base annual salary after five (5) years of completed service and an additional one (1%) percent of his base annual salary for every year of completed service thereafter.

7. Duration of Agreement. The P.B.A. had originally asked for a one (1) year agreement. Later, the parties modified this position and jointly agreed that a two (2) year agreement was more in accordance with their interests.

8. Sick Leave. An employee, or his legal representative, entitled to cash payment for accumulated terminal leave, shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent thereof. This position was modified so as to provide that said employee shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of fifty (50%) percent thereof, but not to exceed a total of two hundred (200) working days.

9. Terminal Leave. A member, or his personal representative shall be entitled to cash payment for accumulated terminal leave computed on an entitlement basis of five (5) days for each year of completed service after he has completed twenty (20) years of service.

10. Holidays (When on Vacation). If a holiday falls on a day during which time the employee is on vacation leave, the employee shall receive an additional day's pay or compensatory time, at his option, in addition to any other entitlements.

11. Holidays (Number Compensated For). The P.B.A. had originally asked for seventeen (17) designated paid holidays. They presently have twelve (12) holidays. At the hearing, the proposal was reduced to one (1) additional paid holiday, namely Martin Luther King Jr. birthday.

12. Equipment Allowance. An employee shall receive an equipment allowance toward the cost of required equipment not furnished by the police department in the sum of six hundred twenty five (\$625) dollars for every fiscal year.

13. Death Benefit (Line of Duty). The Village shall provide the benefits provided under Section 208-b of the General Municipal Law providing for death benefits for the surviving spouse and children of an employee who dies in the line or the performance of duty and shall adopt Section 360 B which guarantees an ordinary death benefit of twenty thousand (\$20,000) dollars.

VILLAGE'S POSITION

The Village has taken the position that it does not have a tandem relationship with the County. It contends that whatever tandem relationship existed with the County has changed and the issues must be resolved on their merits and in comparison with analogous villages. It does not argue that it is unable to finance a new agreement but that fiscal prudence must be exercised to reflect its budgetary profile. There are about 10,000 people in the Village protected by a uniform police force of twenty two (22) persons. It is surrounded by Lynbrook and in part by Rockville Center and the Village of Garden City is relatively close. There is little industry in the Village, with Key Food Stores being the biggest firm and the Village asserts its tax base is less than the aforementioned locations.

Presently the cost to the Village of administering a police department is about one half ($\frac{1}{2}$) of its taxable income. (See Village Exhibit #1). It does not believe that it is required to "catch up" with the County and that the intra County village pattern shows compensatory variation. While offering a multi year salary increase of seven (7) and six (6) percent respectively for 1979-1980 and 1980-1981, it contends that this position is reasonable when its arguments and wealth characteristics are

considered.

It submitted three proposals that were directed toward eliminating existing working conditions provisions which it argued are costly to the Village.

Specifically, it contended that "4-96" provision must be removed since it provided the unit officers with seventeen (17) additional days off at a cost to the Village and the Night Differential must be applicable only to those officers actually working during the covered hours. It requested that the provision requiring that two fully trained officers be assigned to an outside post must be removed since it was an usurpation of managerial prerogative. It asked the Panel to sustain its position.

VILLAGE PROPOSALS

1. Eliminate "4-96" - return to basic work schedule.
2. Night differential to be paid only for hours actually worked between 4:00 P.M. and 8:00 A.M..
3. Eliminate the requirement that a minimum of two (2) police officers, who have completed schooling, be assigned to outside posts.

DISCUSSION

In reviewing the extensive data submitted at the hearings within the interpretative context of the mandatory settlement criteria, it becomes obvious that the detailed information doesn't provide an explicit, analytical framework that permits mathamatically precise comparisons. For example, careful examination of P.B.A. exhibit #26 which delineates in chart format the salary and benefit standing of each of the County's Villages does not provide a consistent comparability, but rather a mosaic array of benefit structures. Comparing villages on a one to one basis or contiguous cluster pattern is difficult since the negotiated results indicate lead-lag relationships, different salary and benefit structures and different expiration dates that are distinguishable in part, but reflect a tendency to comport with County norms. At present, there are not many intra county Villages which have consummated 1980-1981 agreements and the County is still at impasse for a successor contract to its January 1, 1979 - June 30, 1980 agreement. The Malverne P.B.A.'s contract expired on May 31, 1979. Thus, when the present round of negotiations are completed, there will be changes in the terms and conditions of employment that will be incrementally higher for County forces.

Prior Fact Finders and Arbitrators, who have dealt with the parties, have consistently noted the apparent tandem relationship between Malverne Village and Nassau County. It is not an exact tandem relationship, structured on an unmistakable one to one basis, but rather a fluctuating tandem equivalence that relates

to the different contract expiration periods. To be sure, the salary and benefit structures are not identical on each specific contract provision, although, at one time there was a marked parity relationship. But for purposes of meaningful comparison, the County becomes a more persuasive benchmark than the villages because of this relational consistency. This is not to say that the Villages are without measureable value. They must be factored into the final assessment. But the settlement configuration of the Villages at this time is not complete, since many of them are still in negotiations. Moreover, relying solely on inter village comparisons, given the lack of uniform comparative standards, would amount to a pick and choose benefit determination.

The cost of living for the last two (2) years, at least for the relevant period under consideration shows that it increased 8.6 percent from May, 1978 to May, 1979 and 11.3 percent from May, 1979 to May, 1980. The Council on Wage and Price Stability has raised the pay guidelines to a 9.5 percent maximum. Nationally, the federal government has recognized the importance of the Consumer Price Index as a determinant or parameter of wage setting. The Nassau P.B.A. has received an effective nine (9%) percent salary increase for 1979-1980. It has not settled the compensatory changes for 1980-1981. Trying to fashion a comparability referent, especially when there is no clear inter village pattern becomes difficult at best.

Admittedly, the Village's economic profile portends an uncertain future, but it has elected to administer its own uniform protective services. The police officers are selected

from the same merit Civil Service list that is promulgated for the Nassau County police and the conditions of work in the streets are indistinguishable. The Village could forego the expense of managing its own police force and permit the County to assume these services. It contended that it would save \$1343 per \$100 assessed valuation if it permitted the County to provide police services, but conceded that it would prefer to administer its own department. (See Village exhibit #2). The economic data shows that the total 1980 taxable property is \$19,241,885.00, an increase of \$7,374.00. Approximately 325 parcels are paying little or no property taxes. There is concern that the growing number of senior citizens that own homes will affect future tax receivables. But the record does not show that the Village asserted an economic inability as its rationale. It recognizes that reasonable compensatory increases are necessary, but disclaims that Nassau County has been the comparability bellweath-er for Malverne's police settlements.

OPINION AND AWARD1. Salary

The P.B.A. has asked for a fifteen (15%) percent increase in each of the two (2) years of the proposed contract. The Village has offered a seven (7%) percent and a six (6%) percent increase for the same period.

The cost of living as measured by the Bureau of Labor Statistics Consumer Price Index has increased 8.6% from May, 1978 to May, 1979 and 11.3% from May, 1979 to May, 1980. Both time references relate to the prospective contract years. The Nassau County P.B.A. received an effective nine (9%) percent increase for 1979-1980, but no figures are available for 1980-1981 since negotiations for a new contract are still in progress. The intra county settlement pattern is too scattered and incomplete at this time to provide a definitive measurement basis for essentially the same reason. The Village has not raised a classic inability to pay argument but has cautioned that its economic posture is not strong. It contends that a tandem relationship with the county was nonexistent and that whatever pattern previously existed was now moot. It asserts that Malverne should be measured against villages with similar wealth characteristics to insure a more realistic comparison.

In considering this proposal, we find that we must give more weight to the County comparison and the precipitate rise in the cost of living. We cannot, of course, disregard the inter village settlement trends but we find that the data relative to

these jurisdictions, doesn't provide a solid comparability pattern. We recognize that Malverne and Nassau County do not have a precise parity relationship, but we recognize that the County provides a salary settlement norm that affects and defines the Village's negotiating process. For 1979-1980 the County P.B.A. received an effective salary increase of nine (9%) percent. If we permitted the Malverne P.B.A. to receive less than this amount, we would reduce its comparative salary status and its tandem equivalence position. Raising the P.B.A. salary by this amount would not create parity or equal salary relationship but it would protect the unit members from falling behind their intra county peers. As a public arbitral panel, we are specially enjoined to avoid creating this type of condition and we believe that our findings comport with our statutory responsibility. We will thus award the P.B.A. a salary increase of nine (9%) percent for the year 1979-1980 to be paid in two installments, 4.5% on June 1, 1979 and another 4.5% on December 1, 1979.

For the year 1980-1980, we will award the P.B.A. an identical increase to be paid according to the aforementioned method, 4.5% on June 1, 1980 and another 4.5% on December 1, 1980.²

²For example, in implanting this Award, an officer who earns \$20,686 (1978 figure) would receive a total increase of nine (9%) percent for 1979-1980. This means that he would be entitled to a \$1,861.74 raise for this period. It would be paid in two installments: \$931.00 on June 1, 1979 and \$931.00 on December 1, 1979 (Rounded off from \$930.87). On June 1, 1980, the officer's base salary would be \$22,548 (Rounded off). He would receive a nine (9%) percent increase on this amount. This would be a \$2,029.00 (Rounded off \$2,029.32) increase, paid in the same fashion, half of this amount to be paid on June 1, 1980 and the other half on December 1, 1980. His base salary after December 1, 1980 would be approximately \$24,579.

We are mindful of the paucity of settlement data for this contract year period but we cannot avoid the disquieting presence of an 11.3% rate of inflation. The Malverne policemen will still suffer a lose in real income. In reaching our second year salary award we are particularly aware that the County hasn't reached a finalized contract settlement for 1980-1981. But the intra county village settlement pattern for this period does not provide a compelling basis to award more or less than this amount. It is permissible within the federal pay guidelines structure although less than the increase in the cost of living. It is identical to the 1979-1980 increase previously awarded herein and consistent with the intended application of the settlement criteria that we are mandated to follow.

Presently, a Malverne police officer with four (4) or more years experience receives \$20,686 a year. If he receives a nine (9%) percent increase in each of the two years, he will earn approximately \$24,579 a year at the end of the 1980-1981 contract period. Examination of P.B.A. exhibit #26, which was the only documentation submitted into the record vis inter village contract comparability, we find only six (6) Nassau County Villages out of twenty two (22) which have settlement figures for 1980: Freeport, \$24,268; Kensington, \$26,547; Kings Point, \$27,270; Old Westbury, \$24,268; Port Washington, \$23,554 and Rockville Center, \$23,832. Clearly, we can't conclude that we have a definitive norm. In fact, the conditions and understandings underlying these settlements are unknown to the Panel and presumably distinguishable. On the other hand, if a comparable

Nassau County police officer, who now earns \$22,600 receives a nine (9%) percent increase, he will earn approximately \$24,634 a year in 1980-1981. But even this comparison must be further refined. The in pocket total money received by the Malverne officer will be less since he receives 9% in two phases. This amounts to approximately 6.75% dollar money which is closer to the Village's position. The trade off is that the officer will be at higher base salary.

2. Overtime (When Switching Tours)

The P.B.A.'s position possesses reasonable merit especially when considering the disruptive impact a switching of scheduled tours has on the affected officer. But the Panel believes that the existing system can be improved to avoid unnecessary problems by requiring each officer to apprise the Chief of Police of his scheduled and personal activities. It is literally a communications problem that can be worked out by the parties within the present administrative framework. The proposal is denied.

3. P.B.A. and Police Conference Officials

Article XVIII now provides that the President or Vice President or their duly designated representatives shall be permitted a reasonable number of days with pay for the purpose of attending functions of the Metropolitan Police Conference, the Nassau Police Conference and the New York State Police Conference. The P.B.A. wishes to change the words "shall be permitted" to "must be permitted" to insure that important conferences are appropriately attended. The P.B.A. President testified on this point

and asserted that the spirit of the provision was not always observed. In reviewing this proposal, the Panel does not find that the proposed change in language is warranted since the problem can be obviated by the parties. Similar to the prior proposal the Panel believes that this matter could be constructively worked out by refining the communications and notification procedures. The Village is cautioned, however, that failure to implement this provision consistent with its intended purpose could lead to a future arbitral revision. The proposal, on its merits, is denied.

4. Night Differential

The Panel recognizes the importance of this benefit since it is uniformly enjoyed by police officers in the bi county area. But the night differential amounts differ among the various P.B.A. units.

In developing a comparability profile that equitable factors into account the P.B.A. present benefit levels vis the other negotiating units, the Panel cannot disregard the closer relationship between the Village's P.B.A. and Nassau County. Admittedly, it is not a precise one to one parity relationship, but the present \$1300 night differential is closer to the County's \$1400 than to any contiguous cluster of Villages or Village that has historically maintained similar standards.

The County is presently negotiating a successor contract to its January 1979-June 1980 agreement and its night differential will inevitably increase since it is synchronized to the police officers hourly compensation for each hour work during

the measured shift. The calibrated rate is ten (10) percent. The Panel believes that it would be unfair to the P.B.A. to continue the status quo under these realistic conditions since the Malverne P.B.A. would suffer a diminution in the compensatory benefit.

The P.B.A. proposal for an additional differential compensation of fifteen (15%) percent is too excessive when comparability is considered but the Panel finds sufficient merit to the proposal to justify an increase. Accordingly, we will increase the present night differential to \$1400 beginning on June 1, 1979. This amount will be paid on June 1, 1979 and again on June 1, 1980 to unit members, at least one half ($\frac{1}{2}$) of whose shift is scheduled or is actually between 4:00 P.M. and 8:00 A.M.. The Panel will not award the second part of the P.B.A.'s proposal since adding this additional language is not warranted at this time and we will reject the Village's correlative proposal to require that night differentials be paid only for hours actually worked between 4:00 P.M. and 8:00 A.M.. There is no comparable precedent for this modification or emergent collective negotiating trend to substantiate the Village's proposal.

5. Retirement (Adoption of 375-1)

The Panel is reluctant to award new benefits or entitlements in the absence of compelling justification. The County's P.B.A. contract contains a provision that permits the adoption of Section 375-1 of the Retirement and Social Security Law if permitted by law and there are no additional costs to the municipality. Since this provision would give the police officer the right to transfer

to Section 375-1 at no cost to the Village and provide a degree of retirement protection that is akin to the County's, the Panel will award this benefit. But it is contingent upon the understanding that no additional costs will accrue to the Village. If such costs accrue then the Village is free to void this provision.

6. Longevity

The P.B.A.'s proposal for a longevity payment that relates a percentage figure of five (5%) percent to the officer's base annual salary after five (5) years of completed service and an additional one (1%) percent of base annual salary for every year thereafter, is excessive when measured against other municipalities. Presently, a unit member receives four hundred and fifty (\$450.00) dollars per year upon completion of six (6) years of service and an additional three hundred and fifty (\$350.00) dollars for a total increment of eight hundred (\$800.00) dollars upon completion of ten (10) years of service. He then receives an additional three hundred and fifty (\$350.00) dollars upon his completion of fifteen (15) years of service and then fifty (\$50.00) dollars per year for each year of completed service to a maximum of thirty five (35) years for a total increment of two thousand, one hundred and fifty (\$2150.00) dollars. A Nassau County police officer for the 1979-1980 contract year received six hundred (\$600.00) dollars, four hundred (\$400.00) dollars and four hundred (\$400.00) dollars for the same time period and then fifty (\$50.00) dollars for every year of completed service up to and including the year of retirement or termination of service.

In Suffolk County, the longevity formula observes the same experiential time periods but for 1980-1981, the officer is paid five hundred (\$500.00) dollars after six (6) years, an additional four hundred (\$400.00) dollars after ten (10) years and an additional four hundred (\$400.00) dollars after fifteen (15) years of completed service.

When Malverne is compared with Nassau County Villages, it is difficult to discern a consistent longevity comparability pattern that would equate this Village with other municipalities. There is no pattern, so to speak of, for 1979-1980 that would provide guidance or indication that Malverne is out of line with prevailing practice, since the longevity patterns are quite varied. For example, the Hempstead and Long Beach P.B.A.s' received an identical longevity amount as Malverne for the year 1978. But we have no data at this time for the 1979-1980 period regarding changes in longevity payment. Moreover, the P.B.A. has not claimed "parity" with these villages. The Rockville Center P.B.A. receives the same longevity dollar amount (\$1,150.00) after fifteen (15) years of service, but only three hundred and fifty (\$350.00) dollars after six (6) years of completed service and seven hundred and fifty (\$750.00) dollars after ten (10) years of service. This arrangement was consummated by agreement in 1980 (See P.B.A. Exhibit #26). Similar differences can be seen when comparing other villages. The problem is further compounded when the different contract expiration dates are considered.

In reviewing this proposal we find that Malverne has maintained an internal longevity payment consistency that has

kept the ten (10) year and fifteen (15) payments the same since about 1970. The longevity amount at the six (6) year level was three hundred (\$300.00) dollars from June, 1970 through May 31, 1975 and then increased to four hundred and fifty (\$450.00) dollars on June 1, 1975. It has remained the same to May 31, 1979. The longevity payment at the ten (10) year level and the fifteen (15) year level has remained at three hundred and fifty (\$350.00) dollars.

The record is not complete as to why this pattern developed but we cannot ignore it. We have no hard data regarding longevity benefit changes in other villages, but we know that Nassau County had two longevity changes since 1977 (See P.B.A. Exhibit #18 and 20).³ The cost of living changes since June 1, 1975 has eroded this amount and we feel compelled by our statutory responsibilities to at least, cushion this diminution. Accordingly, we will increase the longevity amount at the six (6) year level by eighteen (18%) percent to comport with the total salary increase awarded herein. Thus, an officer who completes six (6) years of service will now receive a longevity payment of five hundred and thirty (\$530.00) (Rounded off \$531.00) dollars and then an additional three hundred and fifty (\$350.00) dollars after the completion of ten (10) years of service or a total longevity increment of eight hundred and eighty (\$880.00) dollars and an additional three hundred and fifty (\$350.00) dollars after fifteen (15) years of service or total longevity increment of

³The Nassau County longevity payments at the ten (10) year and fifteen (15) year level have been at four hundred (\$400.00) dollars.

twelve hundred and thirty (\$1230.00) dollars. The additional fifty (\$50.00) dollar per year of service shall continue as it is written in the Agreement. This increase will take effect on June 1, 1980.

7. Duration

This agreement shall remain in full force and effect from June 1, 1979 through May 31, 1981.

8. and 9. Sick Leave/Terminal Leave

Article Fifteen Section E presently provides that if a member is entitled to cash payment for accumulated terminal leave, he or his legal representative, shall also be paid, in a lump sum, the value of his accumulated and unused sick leave to the extent of fifty (50%) percent thereof, but not to exceed a total of one hundred sixty five (165) working days. The original P.B.A. proposal sought lump sum payment for all unused sick to the extent of one hundred (100%) percent thereof. It was modified during the arbitral intervention to comport with present County and other Village benefit standard such as Hempstead and Rockville Center which provide the lump sum value of unused sick leave to the extent of fifty (50%) percent thereof, but not to exceed two hundred (200) working days.

In assessing this proposal, the Panel agrees that the requested change has a future cost impact. But the proposal is not unreasonable or out of line with sister jurisdictions, particularly the County when it is carefully considered. We

recognize, of course, that benefit formulas are the product of specific negotiated trade offs and municipal budgetary constraints but we believe that the fifty (50%) percent, 200 sick day limitation is warranted in this instance. It is not only enjoyed by Bounty police officers, but by a significant number of intra county - village police forces as well. We will award this modification beginning June 1, 1980 and additionally mandate that the accumulated terminal be computed on an entitlement basis of five (5) days rather than four (4) days for each year of completed service after the member has completed twenty (20) years of service. The latter change is justified for similar reasons (ie. widespread adoption and comparability).

10. Holiday (When on Vacation)

The Panel finds no justification for this benefit. It is not correlated with any existing P.B.A. benefit that has diminished in value vis the county benefit structure or, for that matter, toward a significantly large number of intra-county villages. It is a new benefit that is not warranted at this time. It is denied.

11. An Additional Paid Holiday

The Panel has considered the P.B.A.'s modified proposal for an additional paid holiday, namely Martin Luther King, Jr.'s birthday, and must reject it. Presently, the County police officers enjoy twelve (12) paid holidays a year, as do the predominant number of intra county village police forces and to

award this additional holiday, would be excessive when measured against the parameters of prevailing practice. It is denied.

12. Equipment Allowances

In considering this proposal, we are not unmindful of the higher cost of uniforms and equipment maintenance since the consummation of the parties June, 1977 - May, 1979 agreement and thus, we will raise the equipment allowance by fifty (\$50) dollars beginning June 1, 1980. The Nassau County P.B.A. received an identical increase on January 1, 1980 and we believe this amount adequately reflects the changed costs of maintenance. The original P.B.A. proposal for a \$625 increase was too excessive when measured against realistic cost increases and thus, on its merits, was unacceptable. But the fifty (\$50.00) dollars increase awarded herein equitably provides for a maintenance of existing standards. The uniforms and equipment allowances shall be increased to four hundred (\$400.00) dollars as of June 1, 1980.

13. Death Benefits (Line of Duty)

The Panel recognizes the P.B.A.'s arguments that Section 208-b will not cost the Village any additional funds and that Section 360-B will require payment of only 1/1000 of payroll or five hundred (\$500.00) dollars, but we do not find any compelling rationale at this time for adopting these benefits. The County does not have them nor any of the villages and it would be a pioneering effort. We agree that these benefits have merit and should be closely examined by the parties, because the apparent objectives and costs appear reasonable. But we have awarded

the adoption of Section 375-i for the reasons previously expressed and we feel this change was sufficient. We will reject this proposal.

VILLAGE PROPOSALS

1. Eliminate "4-96" - Return to Basic Work Schedule

In July, 1975, the "4-96" work schedule (4 days on, 96 hours off) for the midnight shift was awarded by Arbitration which reduced the annual work days from 249 to 232. The Village contended that it is a costly work schedule and should be removed, while the P.B.A. argued that it was awarded on its merits.

We agree with the Village's basic proposition that costs must be controlled, but we cannot disregard the widespread adoption of this schedule by other police negotiating units, especially when we are enjoined by law to observe specified settlement criteria.

At present, Nassau County and the Villages of Freeport, Glen Cove, Great Neck Estates, Hempstead, Laurel Hollow, Long Beach, Mill Neck, Old Brookville and Port Washington follow the "4-96" duty tour. Other villages, such as Lake Success and Rockville Center pay cash in lieu of days off (See P.B.A. exhibit #26). It is, in effect, a widely observed practice. We note, however, that Suffolk County and Hempstead Village recently adopted a modification that would not extend the "4-96" schedule to newly hired police officers. We don't know whether Nassau County will adopt this change but there is a reasonable

possibility that it will follow the Suffolk County pattern.

Predicated upon this assumption, we will direct on a limited basis only that the "4-96" schedule not be assigned to newly hired police officers for the 1980-1981 contract year. If Nassau County doesn't adopt this change during its present negotiations, then this qualified modification will be voided on May 31, 1981 and newly hired officers in Malverne will be assigned to the "4-96" duty tour.

This is a conditional modification that recognizes the Village's fiscal concerns but at the same time, recognizes the P.B.A.'s legitimate concern to maintain employment standards. We find no justification to eliminate the "4-96" for those officers presently employed.

2. Night Differential to be Paid Only for Hours Actually Worked between 4:00 P.M. and 8:00 A.M.

This proposal was addressed when we assessed P.B.A. proposal #3 - Night Differentials - on page 16 and was denied.

3. Eliminate the Requirement that a Minimum of Two Police Officers Who Have Completed Schooling, be Assigned to Outside Posts.

We have reviewed the parties positions regarding this proposal but find no justification for eliminating this requirement. It is a technical question of manpower deployment that relates to public safety and we find the P.B.A.'s argument more persuasive on this point.

It may well be a management prerogative, as argued by the Village, but this is not the forum to decide questions of negotiability. We will deny this proposal.

Respectfully submitted,

George S. Roukis

George S. Roukis, Chairman and Impartial Member

Wallace Werbitt *Stan R. Kid*

Wallace Werbitt, Malverne Village Panel Member

Stan R. Kid

Stan R. Kid Malverne P.B.A. Panel Member

STATE OF NEW YORK)

: ss.

COUNTY OF NASSAU)

On the *14th* day of August, 1980, before me personally came and appeared GEORGE S. ROUKIS, WALLACE WERBITT, STAN R. KID to me known and known to me to be the individuals described herein and who executed the foregoing instrument and he duly acknowledged that he executed the same.

MARIA E. ROUKIS
Notary Public, State of New York
No. 30-4672517
Qualified in Nassau County
Commission Expires March 30, 19*82*

Maria E. Roukis