

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

MAY 06 2002

XXX

CONCILIATION

In the Matter of the Interest Arbitration Between:
Port Washington Police District (District)

Final and Binding Opinion and Award of
Tripartite Arbitration Panel

Port Washington Police Benevolent Association

RE: INTEREST ARBITRATION

Case No: IA 2000-004; M 99 -282

XXX

The Public Arbitration Panels members are:

PUBLIC PANEL MEMBER & CHAIRMAN: Joel M. Douglas, Ph.D.

PUBLIC EMPLOYEE PANEL MEMBER: Steven Cardello

PUBLIC EMPLOYER PANEL MEMBER: Labor Management Associates, Inc.
BY: Vito Competiello, President

Appearances:

For the Port Washington Police District: Bee Eisman & Ready, LLP
BY: Peter Bee, Esq.
Kenneth Gray, Esq.

For the Police Benevolent Association: Certilman Balin Adler Hyman,
BY: Michael C. Axelrod, Esq.
Scott Black, Esq.

Date: July 28, 2001

Pursuant to the provisions of Section 209.4 of the Civil Service Law, and in accordance with the rules of the Public Employment Relations Board, an interest arbitration panel was designated for the purpose of making a just and reasonable determination on the matters in dispute between the Port Washington Police District ("District") and the Police Benevolent Association of the Port Washington Police District. ("Association") Hearings were held in Port Washington, New York on October 19, 2000, December 1, December 22, 2000, January 15 and February 6, 2001 during which time both parties were represented and were afforded full opportunity to present evidence, both oral and written, to examine and cross-examine witnesses and otherwise to set forth their respective positions, arguments and

proofs.¹ At the request of the District the hearings were transcribed with copies provided to the Arbitrator and the Association.² At the conclusion of the hearings, both parties submitted post-hearing briefs. An executive session was held in Port Washington, NY on February 21, 2001 during which time the Panel deliberated on each issue and carefully and fully considered all the data, exhibits and testimony received from both parties. The results of those deliberations are contained in the AWARD that constitutes the Panel's best judgment as to a just and reasonable solution of the impasse.

Those issues presented by the parties that are not specifically addressed in this AWARD were also carefully considered by the Public Arbitration Panel, but rejected in their entirety. For each issue, the discussion below presents the positions of the parties and the Panel's analysis and conclusion. This Opinion, and its accompanying Award, are based on the record as thus constituted.

In arriving at this Award the Panel considered the following statutory guidelines contained in Section 209.4 of the Act:

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

In arriving at its 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 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;

¹The November 20, hearing was adjourned at the request of the District.

²The arbitrator held and so ordered that the costs of the transcripts be shared between the parties. At the December 22, 2000 hearing no reporter was present. The hearing was tape recorded and a transcript was made from the audio tape.

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.

BACKGROUND

The Port Washington Police District is a Special District and is the only one of its kind within the State of New York. For organizational purposes, the District is operated by the Town of North Hempstead and is administrated by three elected commissioners. Police officers employed by the District take the same exam, and attend the same Police Academy, as all other Nassau County Police Officers. Nassau County has approximately twenty-two police departments in addition to a County-wide Police Department (NCPD).³ The Police District is located in Nassau County, N.Y. within the Town of North Hempstead. The District covers some 4.2 square miles with an estimated population of 15,500. The Police Department operates 24 hours per day and seven days per week. The bargaining unit at impasse consists of 55 full time police officers and includes all ranks with the exception of the Chief of Police. There are six lieutenants and seven sergeants within the Department. The prior Agreement expired December 21, 1999.

The parties have been engaged in a long-term adversarial relationship which has involved substantial litigation and grievances. The PBA seeks an end to the adversarial process and has proposed a multi-year package but notes that the District has opposed this demand.⁴

The record indicates that for the year 2000 - 2001, with the exception of Port Washington and Long Beach, all the police bargaining units in the County have resolved their CBA. The PBA further argues that while their productivity has increased, their work force has diminished.

ECONOMIC ANALYSIS

³There is also a Long Island Railroad (Metro-North Railroad) Police Department.

⁴The law suits have included claims of discrimination and PERB litigation.

At the crux of this impasse is the question of salary and compensation and how it relates to overall police department staffing and management. The Union is seeking wage increases of six percent per year for each of two years of the successor contract and additional increases in numerous other categories. The District proposes total raises of approximately three and one half percent per year including increases to the fringe package and suggests that offsets are required in the areas of sick leave usage and union officers' released time in order to fund these adjustments.

As has been often said, wage and salary determination is far from an exact science; however, the undersigned was guided by the criteria set forth in the Taylor Law. Among other factors these included the;

... 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 employees generally in public and private employment in comparable communities. Section 209.4 of the Act:

Additional criteria included:

... (b) the interests and welfare of the public and the financial ability of the public employer to pay. (Section 209.4 of the Act)

As is so frequently the case, negotiated benefits obtained at the bargaining table by either party were afforded presumptive preservation.

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. (Section 209.4 of the Act)

At the crux of this impasse is the economic demand presented by the PBA and the District response. The Association argues they are seeking a two-year award with an increase in the base pay of six percent per year. Yet, according to the District, the real cost of the total packages is approximately 27% over the two-year period. (DX #12) The PBA rejects that assertion and argues that the District has the ability to fund the demands presented.

The testimony of William Abrahams, CPA and District auditor, was that the PBA case was built on projected assumptions and not economic reality. (DX #12) While he acknowledged that the Town has the ability to raise revenue through tax levies and therefore technically pay

whatever increases it budgets, in reality they cannot do so.⁵ He noted that in the previous year the Town of North Hempstead decreased the tax levy. Further complicating the equation, according to Mr. Abrahams was the issue of comparable benefit. The so called "average cost of a police officer" is difficult to calculate.

The PBA contends that the Abrahams report was based on a laboratory scenario and assumed that each demand would be granted at the maximum level. Acknowledging that they might not receive each and every request, the Union argues that the employer has inflated the costs of the PBS proposal. In addition to the ability to pay standard, the PBA submits that the "real costs" of the Award are well within the financial ability of the District to pay. The FY 2001 tax reduction was 4.3 % from the prior FY 2000 reduced budget. (PBA X#16) When budgets were decreasing an increase of 3.4% was included in the FY 2001 budget. The FY 2001 budget also included a contingency fund of 3.7 % for salary adjustments. (PBA X# 15) The retirement issue was also raised by the PBA as they argued that the District is exempted from contributing to the retirement system. (PBA X# 17)

Citing the reduction by the Town of North Hempstead of the 2000 and 2001-tax levy, the PBA notes that District has also reduced manpower. (See, PBA X# 19) During the period covered by this Award, the Port Washington police force is down two authorized positions. Yet, in spite of this reduction, service calls and arrests have continued to increase. (PBA X# 12, 13,14)

COMPARABILITY

The Arbitrator has considered all the cited statutory criteria and has analyzed the comparability standard. The parties were unable to agree to area comparables with the District arguing that a wider net must be cast to include New York City Police Department (NYPD). The Union argued in opposite claiming that bargaining history, past practice and custom, have always dictated that comparability was traditionally limited to Nassau County. Geographical proximity is a critical element of comparability. (See Nassau Police Conference 2000 Contract Survey (PBA X#39)

While there are approximately twenty police departments in Nassau County, there is only one Police District. In the fact-finding report issued in the 1976 impasse between the parties, the fact-finder found that comparability was best rooted in the County wide police force, as well as other Nassau County police departments. (PBA X# 4) This ostensibly was reinforced and reiterated in the 1991-1994 Arbitration Award which relied on County-wide and County police departments as comparables. The 1995-1996 Interest Arbitration Award again addressed the comparability standard and rejected the smaller police departments cited by the District as comparables. (PBA X#10) In that Award the arbitrator relied upon high and low salaries, including the Nassau County Police Department, coupled with median averages. In the instant case, I have used the same comparables relied upon by the 1995-1996 Arbitrator.

⁵The District does not have taxing authority and must submit their budget to the Town of NORTH Hempstead for review.

The comparability position articulated by the PBA is persuasive in this matter. Nassau County police departments by custom and long-standing practice have utilized County comparability as a measure of comparison and have not looked to New York City or other Counties. Should the parties wish to alter their comparability understandings, they are free to so negotiate but for the arbitrator to upset more than twenty-five years of bargaining history through an Interest Arbitration award and unilaterally revise comparability standard is unwarranted at this time.

Nassau County has well-established comparability history and has widely publicized the industry standard. The District rejects any comparability arguments with the Nassau County Police force and submits that the PBA is seeking to achieve greater benefits and compensation than that currently paid to the County police.

ISSUES AT IMPASSE

At the hearings the parties agreed to submit the following issues for evaluation and decision by the arbitrator. Several items were successfully "scoped" by the District and therefore either withdrawn or not submitted to the Panel. (JX #1) Additionally, as a result of a new 12-hour tour negotiated agreement, other items were either resolved or withdrawn. Many of the proposals had numerous components; however, for the sake of succinctness, they have been consolidated into their major categories. Where viable, the aforementioned demands and subsequent recommendations have been consolidated to address the needs of both parties. The issues at impasse and submitted to the undersigned included:

POLICE DISTRICT ISSUES

- 1) Reduction of PBA time off.
- 2) Sick leave reduction and new administrative application rules.
- 3) Managements right clause - insertion thereof.
- 4) Drug testing procedures
- 5) New Salary Schedule for new hires
- 6) Increase in health insurance post January 1, 2000.

PBA ISSUES

- 7) Duration
- 8) Salary
- 9) Night-Shift Differential
- 10) Detective pay
- 11) Personal Days
- 12) Longevity
- 13) Uniform Allowance
- 14) Welfare Plan

- 15) Sick Leave Accumulation
 - 16) Sick leave Hardship Bank
 - 17) Death benefit
 - 18) Spousal Medical Insurance
 - 19) General Municipal Law Section 207C
 - 20) Meal Allowances
 - 21) Town of North Hempstead administration of Welfare Plan
 - 22) Sick Leave Payout
 - 23) Detectives Uniform Allowances
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**I ISSUE # ONE TERM - RETROACTIVITY
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

Due to the length of time that has elapsed from the termination date of the previous Interest Arbitration Award and Collective Bargaining Agreement it was strongly suggested by the undersigned that the parties consider a three to four-year successor agreement; however, unless otherwise authorized by the parties, the Arbitrator is limited by statute to a maximum two-year Award. (Section 209.4(v) of the Civil Service Law). No such authorization was forthcoming by the parties and accordingly the term of this Award shall be from January 1, 2000 thru December 31, 2001. Thus, while the Opinion and Award addresses the needs of both parties, due to the length of the process many of the structural changes sought by both parties were left outstanding. Therefore, it is suggested by the arbitrator that the parties use this Award as the infrastructure to fashion a multi-year successor Agreement. Additionally, the benefits provided in this Award shall be deemed retroactive. All provisions and language contained in the prior Agreements are hereby continued, except as specifically modified in this Award.

Based on the above stated statutory criteria, the Panel Awards the following:

- 1)The term of this Award shall be from January 1, 2000 thru December 31, 2001.
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**II ISSUE # TWO SEC. 207 C - GEN. MUNICIPAL LAW
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The Panel considered a series of PBA proposals which were designed to modify the present 207C GML disability program. The Association seeks to arbitrate 207C claims instead of the prevailing procedure which they deem as "poor." The District opposes any changes in the present approach and submits that the number of 207 C cases in the past seven years was zero. The Union proposal appears to be preventive in nature, and while the arbitrated procedure is found in some NYS Police CBA, its frequency in Nassau County and its environs

is virtually nil. (For an exception, see, Rockville Center - UX #37) Based on the above stated statutory criteria, the Panel Awards the following:

- 1) No change in the present Section 207C of the General Municipal Law is recommended.

III ISSUE # THREE DETECTIVES DIFFERENTIAL DISCUSSION AND ARBITRATOR'S RECOMMENDATION

The PBA seeks a change in the present compensation structure for Detectives. PBA Secretary Robert DelMuro offered testimony in support of this proposal and argued for a fifteen percent detective differential. The change would affect the nine listed police detective's positions. Actual manning now provides for six detectives and one detective sergeant. The present compensation program mandates a differential of approximately \$8300.00 expressed as a dollar value. The PBA seeks to increase that amount and convert it to a percent. The District opposes any such change in the compensation plan and notes that the vast majority of detective work within the District is performed by Nassau County Department of Public Safety detectives.

The record is unclear as to the actual division of work between Port Washington Detectives and Nassau County Detective.⁶ Be that as it may, the purpose of this Award is in no manner intended to disparage the work performed by the District detectives; but only to reject the proposed compensation plan.

The PBA also notes that the night differential is not included in the detectives' differential. The record documents that the differential, approximately now 9.3%, has always been expressed as a cash figure. Furthermore, the actual change in the amount has always been negotiated as part of the overall three step detectives' salary adjustment.

Based on the above stated statutory criteria, the Panel Awards the following:

- 1) No change in the present Detectives's compensation plan to express differential as percentage is recommended.

IV ISSUE # FOUR PBA WELFARE PLAN DISCUSSION AND ARBITRATOR'S RECOMMENDATION

⁶One PBA estimate was that the County Detectives average 150 cases per year while Port Washington Detective process 225-275 cases annually. In addition, Port Washington Detectives are required to undergo substantial additional training.

The PBA has proposed that the District and the Town of North Hempstead take over the PBA Welfare Fund. This proposal is unique and is based on the theory that the PBA resources are insufficient to continue to fund the Plan at its present, or increased levels. The testimony of PBA Treasurer Dennis Gaynor, was that the Plan, devoted primarily to optical and dental benefits, was losing money and was in financial danger. The cost of the plan is estimated at \$99,000.00 per year and covers some 56 members.

The PBA submits that since the Town presently administers and funds a much larger plan for other Town employees, they could administer the PBA plan in a more economical manner. The present Plan provides for a District contribution of \$1445.00 per member per year plus some released time for the plan administrator.⁷ The District vehemently rejected this proposal. They submit that the plan frequently operates at a loss but that is due to the choices that the PBA makes. They note that in the past, the plan consisted of a defined contribution instead of the present defined benefit.

The record is devoid of any reasoning why the Plan should be shifted from the PBA to the Town. While funding may be a problem that alone does not rise to the level that warrants a change in the plan's organization or operation. Based on the above stated statutory criteria, the Panel Awards the following:

- 1) No change in the administration or control of the PBA Welfare Fund is recommended.

V ISSUE # FIVE SICK LEAVE BANK
DISCUSSION AND ARBITRATOR'S RECOMMENDATION

The PBA is seeking the creation of a sick leave hardship bank which would permit unit members to share in a sick leave pool when circumstances dictate. The bank would work on a member-to-member system and, according to the PBA, would not be a District cost item. Police Officers currently earn twenty-six days of sick leave per year but their sick time may exceed that. The PBA argues that although there might be some initial costs associated with the program, the bank will defray and reduce sick leave accumulations for other officers who contribute to the bank thereby reducing overall costs for the District. Such a plan currently exists within the Nassau County Police Department.

The District argues in opposition and submits that in the history of the Police District, no Police Officer ever lost a day's pay due to illness or the fact that they had exhausted their sick leave. They further note that police officers are able to cash in certain amount of sick leave upon retirement and that the proposal is a back door to sick leave preservation cash-outs in

⁷Officer Gaynor estimated that some 30% to 40% of his PBS released time is spent on Welfare Plan administration.

anticipation of retirement.

The District notes that if problems exist, there are informal mechanisms available to resolve them without resorting to contract language. The record is devoid of sufficient evidence to support the PBA proposal. There is no showing of compelling interest to award such a program.

Based on the above stated statutory criteria, the Panel Awards the following:

- 1) The Sick Leave Bank proposal is rejected.**
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VI ISSUE # SIX MEAL ALLOWANCE DISCUSSION AND ARBITRATOR'S RECOMMENDATION

The PBA is seeking an adjustment in the meal allowance to protect those officers who now work twelve-hour shifts. They submit that the present program should be expanded to reflect the fact that for every twelve hours worked an officer should receive one and one half hours of paid lunch time. Additional questions arose as to meal allowance entitlements when an officer, while on duty or in attendance for specialized training, leaves the Port Washington Police District.

The District submits that this is a non issue that can be resolved administratively. They ask questions as to the frequency that this issue occurs and why CBA language is necessary to cover these isolated events. There is no showing of compelling interest to award such a change as the meal allowance program. Based on the above stated statutory criteria, the Panel Awards the following:

- 1) The increase in meal allowance is rejected.**
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VII ISSUE # SEVEN SICK LEAVE PAYOUT DISCUSSION AND ARBITRATOR'S RECOMMENDATION

There presently exists a sick leave payout formula under which an officer, upon retirement may cash out certain sick leave and vacation accruals. The present sick leave accrual maximum is 400 days. The PBA is seeking an increase to 500 days while the District has proposed no changes in this area. A review of the comparables indicates that Port Washington "is in the mix" and no compelling reason exists to alter the present benefit. Based on the above stated statutory criteria, the Panel Awards the following:

- 1) The increase in sick leave payout and accumulated sick days is rejected.**

**VIII ISSUE # EIGHT PBA RELEASE TIME
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The District is seeking to limit the amount of release time afforded the PBA. They submit that the excessive time is being used and is having an overall negative impact on the Department. The PBA rejects any attempt to reduce their release time and notes that if the District takes over the Welfare plan, there would be some de facto automatic reduction of release time. There is no showing of compelling interest to award such a reduction. Based on the above stated statutory criteria, the Panel Awards the following:

- 1) The District's proposal to reduce the amount of PBA release time is rejected.

**IX ISSUE # NINE SALARY STRUCTURE
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The District has proposed a new salary structure which would provide for a seven-step plan. The purposes of this approach, as viewed by the District, is to modulate costs and provide relief in terms of cost containment. The new system would safeguard all police officers presently employed, and would also extend such protections to those hired on or before December 31, 2001. The plan would superimpose the existing salary structure, plus the increases awarded herein, upon a new seven step schedule. The PBA opposed the creation of the new arrangement; however, the forthcoming recommendation must be read in conjunction with the awarded salary increases.

Based on the above stated statutory criteria, the Panel Awards the following:

- 1) The new seven step salary structure is recommended. Said plan shall grandfather all existing unit members, as well as those hired on or before December 31, 2001.

**X ISSUE # TEN UNIFORM ALLOWANCE
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

There presently exists a clothing allowance whereby payments for uniforms of \$1175.00 per officer are provided. The Association seeks to increase this amount and argues that inflation

has eroded the value of this benefit. The record further documents that this amount includes detectives who need uniforms for parades and other ceremonial functions.

An additional demand was raised on behalf of the motorcycle officer and those assigned to the bicycle detail. While it was difficult to estimate the amount needed to cover the costs of their uniforms and equipment, it was apparent that a modest increase was necessary.

1) Equipment for motorcycle officers and bicycle officers shall be replaced by the District on an as needed basis at no cost to the officer.

2) The District shall contribute \$100.00 per officer per year as an increase to the existing uniform allowance. For the period January 1, 2000 thru December 31, 2000, the uniform allowance shall be deemed to have been \$1275.00. For the period January 1, 2001 thru December 31, 2001 the uniform allowance shall be \$1375.00.

**XI ISSUE # ELEVEN DETECTIVE CLOTHING ALLOWANCE
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

Detectives are seeking a new item in the form of clothing allowances. Although they receive pay for their uniforms, they argue that the vast majority of their work is performed in civilian clothes and that an allowance is necessary. The record documents that this demand is unique and the vast majority of Villages in the area have no detectives and/or provide no such allowances. Based on the above stated statutory criteria, the Panel Awards the following:

1) The Association demand for detectives clothing allowances is rejected.

**XII ISSUE # TWELVE LONGEVITY
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

There exists a complex longevity system where by officers are rewarded for time spent on the job. The District seeks to contain the costs to this proposal while the Association is looking for increases in longevity payments. The previous Agreements increased the longevity amounts by fifty dollars per step at steps 6, 10 and 15. The record and comparables document that similar adjustments are warranted. Based on the above stated statutory criteria, the Panel Awards the following:

1) The present longevity system shall be increased by fifty dollars per step at steps 6, 10 and 15 for the period January 1, 2000 thru December 31, 2000.

2). The aforementioned longevity system shall be increased by fifty dollars per step at steps 6, 10 and 15 for the period January 1, 2001 thru December 31, 2001.

**XIII ISSUE # THIRTEEN WELFARE FUND
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

In addition to the proposal submitted by the PBA for the Town of North Hempstead to take over their welfare plan, the PBA is seeking increased contributions to the present plan. They cite a \$18,000 discrepancy in the present plan between commitments and revenue. The present plan is funded at \$1445.00 per man per year. Welfare fund contribution costs per member for FY 1999 were \$78,030. Based on the above stated statutory criteria, the Panel Awards the following:

- 1) The present Welfare Fund contributions shall be increased by fifty dollars per officer for the period January 1, 2000 thru December 31, 2000.
- 2) The 2000 Welfare Fund contributions shall be increased by fifty dollars per officer for the period January 1, 2001 thru December 31, 2001.

**XIV ISSUE # FOURTEEN NIGHT SHIFT DIFFERENTIAL
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The PBA is seeking a financial increase, as well as a structural change, in the manner in which the night shift differential is awarded. The increase would total ten percent of combined salary and longevity. The present system is apparently unique to Port Washington. Aside from a modest increase, it will remain structurally unchanged by this Award. No change in compensation methodology is awarded.

Based on the above stated statutory criteria, the Panel Awards the following:

- 1) The present night shift differential shall be increased by one hundred dollars per man for those positions deemed eligible for receipt under the previous CBA for the period January 1, 2000 thru December 31, 2000.
- 2) The aforementioned night shift differential shall be increased by one hundred dollars per man for those positions deemed eligible for receipt under the previous CBA for the period January 1, 2001 thru December 31, 2001.

XV ISSUE # FIFTEEN SALARY
DISCUSSION AND ARBITRATOR'S RECOMMENDATION

The Arbitrator has considered county-area comparables and notes that settlements and Awards in Nassau County ranged in the area of four and a half percent. (UX #33) In fashioning his recommendation, the Arbitrator was aware of the relationship that existed between the Port Washington Police District PBA and other police unions within Nassau County. The awarded increase of 4.5% and 4.6% for the Port Washington Police District police officers in 2000 and 2001 position unit salaries is comparable to the County average.

The arbitrator further considered the role that CPI has played in interest arbitration. Widely accepted as one of the criteria utilized in the formulation of compensation and benefits the record demonstrates that for the year calendar year 1999-2000 the projected CPI (NYNENJ) was below three percent. Much of the District's fiscal arguments was based on cost containment and the fact that they, among virtually every other police department in the State of New York, are unique. (DX #12) The undersigned is well aware of the political ramifications confronting certain Long Island Police Departments, allegedly due to excessive police costs. Yet in the Port Washington Police Districts, for the periods covered by this Award, taxes, unlike Nassau and Suffolk Counties, have decreased.

The NCPD Interest Arbitration Award effective January 1, 2000 provided for an increase of 4.6%. (UX #21) The Floral Park Award for the period June 1, 1997 thru June 1, 2001 provided for annual increases of 4.5% effective June 1, 1997, 1998, 1999, 2000 and 5.0% effective June 1, 2001. (UX # 22) The Village of Sands Point Award provides for increases of 4.5% effective June 1, 1998, June 1, 1999 and June 1, 2000. (UX #23) The Suffolk County PBA Award provided for increases of 4.6% effective 1/1/00, 4.75% effective 1/1/01, 4.5% effective 1/1/02 and 4/5% effective 1/1/03. (UX #24) The Kings Point MOA provided for salary increases of 4.5 % for each of three years effective 1/1/99. (UX # 25) The Garden City Arbitration Award provided for increases of 4.75% effective 6/1/99, 6/1/00, and 6/1/01. (UX #26) The Lake Success Stipulation of Agreement provided for increases of 4.5% effective 1/1/98, 4/5% effective 1/1/99, 4.75 effective 1/1/00 and 5/25 effective 1/1/01. (UX #28) The Freeport MOA provided for increases of 2.5% effective 3/1/00, 3.5 effective 3/1/01, 4.5 % effective 3/1/01 and 5% effective 3/1/03. (UX # 29) ⁸

Based on the record and the statutory criteria, including the District's ability to pay, and linked to a new compensation structure, it is the position of the Arbitrator that the salary AWARD herein is fair and equitable. Based upon the evidence and arguments presented the

⁸The Union notes that the Freeport MOA also provides for the adoption of Section 384(E) of the NYS Retirement and Social Security Law.

undersigned awards salary adjustments as follows:

a) For the period January 1, 2000 thru December 31, 2000 the current police officer salary schedule shall be increased by 4.5 percent retroactive to January 1, 2000.

b) For the period January 1, 2001 thru December 31, 2001 the aforementioned police officer salary schedule shall be increased by 4.6 percent retroactive to January 1, 2001.

**XVI ISSUE # SIXTEEN SICK LEAVE ACCUMULATION
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The PBA is seeking an increase in the sick leave accumulation from the present four hundred days to five hundred days. This issue is directly linked to the sick leave pay out which is available to officers upon their retirement. Although some jurisdictions have increased this benefit, the record does not satisfy the statutory requirements in order to fund this increase. Additionally, there is no showing that police officers have been denied sick leave or that the present benefit is insufficient to meet their sick leave requirements. The only purpose stated on the record is limited to retirement benefits and not sick leave. For these reasons the proposal is rejected.

The PBA is also seeking an end to punishing officers who used their authorized sick leave. They submit that the use of a "sick leave watch" is unwarranted. Additionally, denying officers certain overtime posts, because of excessive sick leave, is unwarranted. The record is mixed with respect to the changes the PBA is seeking. The evidence submitted was anecdotal in nature, and did not rise to the requisite statutory level to warrant any of the changes sought by the PBA.

Based on the above stated statutory criteria, the Panel Awards the following:

1) The PBA proposal to increase the accumulated sick leave balance is rejected.

2) The PBA concerns regarding the "sick leave watch" are rejected.

**XVII ISSUE # SEVENTEEN SPOUSE MEDICAL COVERAGE
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The PBA is seeking an increase in spouses' medical insurance to provide a system whereby the District would fully fund the costs of spousal medical insurance upon the death of the unit member. The present system provides for payment of seventy five percent of such spousal costs. The record is devoid of sufficient evidence to support the PBA proposal. There is no showing of compelling interest to award such a program. Based on the above stated statutory criteria, the Panel Awards the following:

1) The PBA demand for an increase in Spouse Medical Coverage proposal is rejected.

**XVIII ISSUE # EIGHTEEN DEATH BENEFITS
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The PBA is seeking to increase the death benefit from its present \$2500.00. The District rejects the proposal of an increase in line of duty ("LOD") death benefits of 400%, and the creation of a new "non LOD" benefit of \$5000.00, as unwarranted. They oppose any such adjustments.

Data on this issue is relatively scarce and accordingly the arbitrator cannot make a recommendation in favor of such a proposal. It is hoped that this issue, by its definition, is moot, however; if it is not, then it is suggested that the District fund the necessary funeral expenses without having to resort to, or rely upon, contract language.

Based on the above stated statutory criteria, the Panel Awards the following:

1) The PBA proposal to increase the death benefit is rejected.

**XIX ISSUE # NINETEEN HEALTH INSURANCE
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The District seeks to obtain contributions from employees to cover increases in health insurance premiums. While there is some merit to this proposal, virtually every Nassau County Police Department provides fully paid health insurance as a benefit. It is difficult to see why, in the instant case, this pattern should be reversed. There is no showing of compelling interest to award such a program. Based on the above stated statutory criteria, the Panel Awards the following:

1) The proposed employees' contribution to health care is rejected.

**XX ISSUE NUMBER TWENTY MANagements RIGHTS
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The District is seeking a strong management rights clause. The PBA argues in opposite and submits that there are no management rights that the District was able to document that they did not currently possess. While CBA frequently include management rights clauses, they are usually the product of bilateral negotiations and not the result of an Arbitration Award.

The record is devoid of sufficient evidence to support the District proposal. There is no showing of compelling interest to award such a clause. Based on the above stated statutory criteria, the Panel Awards the following:

- 1) The District's Management Rights clause is rejected.

**XXI ISSUE # TWENTY ONE PERSONAL LEAVE
DISCUSSION AND ARBITRATOR'S RECOMMENDATION**

The PBA is seeking an increase in personal leave from the present five days to six days. The District opposes such a change. The record is devoid of sufficient evidence to support the PBA proposal. There is no showing of compelling interest to award such a program. Based on the above stated statutory criteria, the Panel Awards the following:

- 1) The increase in personal leave is rejected.

A-W-A-R-D

1) TERM - RETROACTIVITY

The term of this Award shall be from January 1, 2000 thru December 31, 2001.

CONCUR *Steve Cavill* DISSENT _____

CONCUR *Will Leggett* DISSENT _____

2) SEC. 207 C - GEN. MUNICIPAL LAW

No change in the present Section 207C of the General Municipal Law is

recommended.

CONCUR _____ DISSENT Stephen Lundell

CONCUR W. J. [Signature] DISSENT _____

3) DETECTIVES DIFFERENTIAL

No change in the present Detectives's compensation plan to express differential as percentage is recommended.

CONCUR _____ DISSENT Stephen Lundell

CONCUR W. J. [Signature] DISSENT _____

4) PBA WELFARE PLAN

No change in the administration or control of the PBA Welfare Fund is recommended.

CONCUR _____ DISSENT Stephen Lundell

CONCUR W. J. [Signature] DISSENT _____

5) SICK LEAVE BANK

The Sick Leave Bank proposal is rejected.

CONCUR _____ DISSENT Stephen Lundell

CONCUR W. J. [Signature] DISSENT _____

6) MEAL ALLOWANCE

The increase in meal allowance is rejected.

CONCUR _____ DISSENT Stephen Cardell

CONCUR W. J. [Signature] DISSENT _____

7) SICK LEAVE PAYOUT

The increase in sick leave payout and accumulated sick days is rejected.

CONCUR _____ DISSENT Stephen Cardell

CONCUR W. J. [Signature] DISSENT _____

8) PBA RELEASE TIME

The District's proposal to reduce the amount of PBA release time is rejected.

CONCUR Stephen Cardell DISSENT _____

CONCUR _____ DISSENT W. J. [Signature]

9) SALARY STRUCTURE

The new seven step salary structure is recommended. Said plan shall grandfather all existing unit members, as well as those hired on or before December 31, 2001.

CONCUR _____ DISSENT Stephen Cardell

CONCUR W. J. [Signature] DISSENT _____

10) UNIFORM ALLOWANCE

Equipment for motorcycle officers and bicycle officers shall be replaced by the District on an as needed basis at no cost to the officer.

The District shall contribute \$100.00 per officer per year as an increase to the existing uniform allowance. For the period January 1, 2000 thru December 31, 2000, the uniform allowance shall be deemed to have been \$1275.00. For the period January 1, 2001 thru December 31, 2001 the uniform allowance shall be \$1375.00.

CONCUR *Hyph Lundell* DISSENT _____

CONCUR _____ DISSENT *Victor Sabat*

11) DETECTIVES CLOTHING ALLOWANCE

The Association demand for detectives clothing allowances is rejected.

CONCUR _____ DISSENT *Hyph Lundell*

CONCUR *Victor Sabat* DISSENT _____

12) LONGEVITY

The present longevity system shall be increased by fifty dollars per step at steps 6, 10 and 15 for the period January 1, 2000 thru December 31, 2000.

The aforementioned longevity system shall be increased by fifty dollars per step at steps 6, 10 and 15 for the period January 1, 2001 thru December 31, 2001.

CONCUR _____ DISSENT Stephen Landell

CONCUR W. J. [Signature] DISSENT _____

13) WELFARE FUND

The present Welfare Fund contributions shall be increased by fifty dollars per officer for the period January 1, 2000 thru December 31, 2000.

The 2000 Welfare Fund contributions shall be increased by fifty dollars per officer for the period January 1, 2001 thru December 31, 2001.

The totals increase for the two-year period covered by this Award shall be one hundred dollars per officer.

CONCUR _____ DISSENT Stephen Landell

CONCUR W. J. [Signature] DISSENT _____

14) NIGHT SHIFT DIFFERENTIAL

1) The present night shift differential shall be increased by one hundred dollars per man for those positions deemed eligible for receipt under the previous CBA for the period January 1, 2000 thru December 31, 2000.

2) The aforementioned night shift differential shall be increased by one hundred dollars per man for those positions deemed eligible for receipt under the previous CBA for the period January 1, 2001 thru December 31, 2001.

CONCUR _____ DISSENT Stephen Landell

CONCUR W. J. [Signature] DISSENT _____

15) SALARY

For the period January 1, 2000 thru December 31, 2000 the current police officer salary schedule shall be increased by 4.5 percent retroactive to January 1, 2000.

For the period January 1, 2001 thru December 31, 2001 the aforementioned police officer salary schedule shall be increased by 4.6 percent retroactive to January 1, 2001.

CONCUR Stephen Cardillo DISSENT _____

CONCUR _____ DISSENT Vito Scudato

16) SICK LEAVE ACCUMULATION

The PBA proposal to increase the accumulated sick leave balance is rejected.

The PBA concerns regarding the "sick leave watch" are rejected.

CONCUR _____ DISSENT Stephen Cardillo

CONCUR Vito Scudato DISSENT _____

17) SPOUSE MEDICAL COVERAGE

The increase in Spouse Medical Coverage proposal is rejected.

CONCUR _____ DISSENT Stephen Cardillo

CONCUR Vito Scudato DISSENT _____

18) DEATH BENEFITS

The PBA proposal to increase the death benefit is rejected.

CONCUR _____ DISSENT Stephen Cardell

CONCUR V. J. [Signature] DISSENT _____

19) HEALTH INSURANCE

The District's proposal for an employee contribution to health care is rejected.

CONCUR Stephen Cardell DISSENT _____

CONCUR _____ DISSENT V. J. [Signature]

20) MANagements RIGHTS

The District's Management Rights clause is rejected.

CONCUR Stephen Cardell DISSENT _____

CONCUR _____ DISSENT V. J. [Signature]

21) PERSONAL LEAVE

The increase in personal leave is rejected.

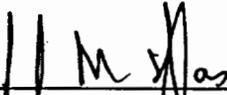
CONCUR *[Signature]* DISSENT _____

CONCUR _____ DISSENT *[Signature]*

**THOSE ISSUES PRESENTED BY THE PARTIES THAT ARE NOT SPECIFICALLY
ADDRESSED IN THIS AWARD WERE ALSO CAREFULLY CONSIDERED BY THE
PUBLIC ARBITRATION PANEL, BUT REJECTED IN THEIR ENTIRETY.**

AFFIRMATION

Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.



Joel M. Douglas, Ph.D.
Public Panel Member and Chairman
Dated: 8/3/01

Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.

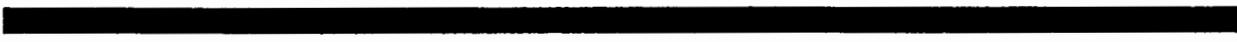


Steven Cardello
Employee Panel Member
Dated: 8/7/01

Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.



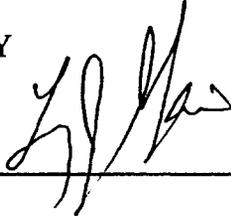
Vito Competiello
Employer Panel Member
Dated: August 7, 2001



STATE OF NEW YORK
COUNTY OF WESTCHESTER

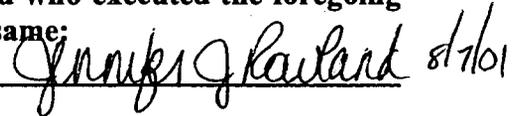
On this ³⁰th day of ~~August~~ 2001 before me personally came Joel M. Douglas to me personally known and known to me to the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:

LYNN J. MAIER
WESTCHESTER COUNTY
#02 MA 4697866
EXPIRES OCT. 31, 2001



STATE OF NEW YORK
COUNTY OF
Nassau

On this 7th day of Aug 2001 before me personally came Steven Cardello to me personally known and known to me to the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:



STATE OF NEW YORK
COUNTY OF Nassau

On this 7th day of Aug 2001 before me personally came Vito Competiello to me personally known and known to me to the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:



JENNIFER J. ROWLAND
Notary Public, State of New York
No. 01RO5065464
Qualified in Nassau County
Commission Expires September 3, 2002