

COUNTY OF NASSAU

PUBLIC EMPLOYMENT RELATIONS BOARD

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CONCILIATION

In the Matter of the Impasse

between

County of Nassau

Arbitration Report and Award

and

Nassau County Patrolmen's
Benevolent Association

Before Arbitration Panel

Joseph F. French
Bernard J. O'Reilly
Daniel Greenwald

Chairman and Neutral Member
County Member
P.B.A. Member

Appearances

For the County:

Vito Competello
Peter Bee, Esq.
Et Al

Chief Negotiator
Attorney

For the P.B.A.

Richard Hartman, Esq.
Et Al

Attorney

On August 4, 1977, Joseph French was appointed by the Nassau County Public Employment Relations Board as the neutral member of an Arbitration Panel convened to hold hearings and issue awards in the matter concerning an impasse in the contract negotiations for the years 1976 and 1977 between the County of Nassau, hereinafter referred to as the (County) and the Nassau County Patrolmen's Benevolent Association, hereinafter referred to as the (P.B.A.). Mr. Bernard O'Reilly, Deputy Commissioner of the Department of Labor, was appointed by the County to serve as a member of the Panel, and Mr. Daniel Greenwald, President of the P.B.A., was appointed by the P.B.A. to serve as a member.

On January 13, 1978, Joseph French was appointed by the Nassau County Public Employment Relations Board as the neutral member of an Arbitration Panel convened to hold hearings and issue awards in the matter concerning an impasse in the contract negotiations for the year 1978 between the County and the P.B.A. Mr. Bernard O'Reilly, Deputy Commissioner of Labor, was appointed by the County to serve as a member of the Panel, and Mr. Daniel Greenwald, President of the P.B.A., was appointed by the P.B.A. to serve as a member.

The reports and awards hereinafter presented under a single cover have been produced as a result of the hearings and deliberations of the aforementioned Panels and shall be considered two separate and distinct awards.

A stenographic record was maintained of the arbitration proceedings, and the Panel carefully reviewed that record and all other evidence presented before issuing this award.

In addition to reviewing written evidence presented by both negotiating teams and hearing testimony from members of the P.B.A., the Nassau County Detective Association, Inc., hereinafter referred to as the (D.A.I.), the

Nassau County Attorney's Office, the Nassau County Department of Labor and the Nassau County Police Department, the Panel also heard expert testimony from the President of the Nassau County Multiple Listing Real Estate Service and expert testimony from the Budget Director of Nassau County, and the Panel was presented with a stenographic record of expert testimony on behalf of the P.B.A. previously given before a Fact Finder concerning the County's financial condition.

The Panel issues the awards that subsequently follow after having considered the following:

- A. A comparison of the wages, hours and conditions of employment of the employees involved in this 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 County 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.

Many hearings were held between the dates the Panels were convened and January 30, 1978, the date hearings were concluded. Because of the multitude of demands presented by both sides, the Panel undertook to conduct mediation during the proceedings and in that manner was able to reach solutions to the majority of the demands either by negotiating agreement, withdrawal or compromising to said demands.

During the County's presentation, they, in the main, attempted to show:

- A. a relationship in the salary structure and fringe benefits of the New York City Police Department;
- B. the negative effect salary and fringe benefit improvements would have on the homeowner's ability to sell a house;
- C. the possible negative effect salary and fringe benefit improvements would have on the County's bond rating and, consequently, the cost of selling them;
- D. the cost of paying for the demands of the P.B.A.;
- E. the true salary a P.B.A. member enjoys when all fringe benefits are included;
- F. the negative effect salary and fringe benefit improvements would have on the taxpayers of the County.

During the P.B.A. presentation they, in the main, attempted to show:

- A. a relationship in the salary structure and fringe benefits of various Nassau and Suffolk Village Police Departments, the Suffolk County Police Department and the Nassau County Police Department;

- B. the inability of a police officer in Nassau County to purchase the average house in this County at today's prices;
- C. that the County is in a good financial condition and has, in fact, lowered some taxes and accumulated a surplus;
- D. that Nassau County P.B.A. members have drastically fallen behind other police units in comparable jurisdictions in salary and fringe benefits;
- E. that the people of Nassau County receive excellent police protection;
- F. that inflation has taken a toll on the P.B.A. member.

During the course of negotiations, someone commented that one way to end inflation would be for arbitration panels to stop giving wage increases year after year. Of course that person was right, but for this Panel, dealing with the wages of approximately 3,000 employees, to try to stop inflation would have to be likened to the "tail wagging the proverbial dog." The negotiators who can make a significant impact on the inflationary spiral are those who agree to national contracts such as "steel," or "auto," where hundreds of thousands of people are involved.

The expert real estate witness, in making a point concerning the inability of homeowners to sell their houses because of high property taxes, depicted the average house in an average neighborhood as costing about \$45,000, and to buy that house the potential homeowner would have to earn about \$25,000 a year; and, therefore, because enough people were not earning that amount houses were going unsold in Nassau. The expert is no doubt correct; but shouldn't the P.B.A. member be able to buy a house in this County? They do not earn \$25,000. Isn't it desirable to the taxpayers of this County to

P.B.A. Demand #(12)

"All employees who work a rotating schedule shall have their schedule rotated as follows: five (5) eight- (8) hour days on duty, a seventy-two (72) hour swing; five (5) eight- (8) hour days on duty, a seventy-two (72) hour swing; four (4) eight- (8) hour days on duty, a ninety-six (96) hour swing."

Background:

The existing contract between the parties (1975) provides the above schedule for uniformed police officers who work a regular schedule of three (3) changing tours. Presently, there are detectives who work a regular schedule of three (3) changing tours who do not enjoy the benefits of the so-called "4 and 96." The effect of this demand would provide the "4 and 96" to all who work a regular schedule of rotating tours.

Determination:

The majority of the Panel applies the same rationale to this demand as it did to P.B.A. Demand #(11).

Award:

P.B.A. Demand #(12) - denied.

County Demand #(13)

"The basic work week for all personnel on a rotating tour shall be five (5) days on duty and seventy-two (72) hours off."

Background:

See P.B.A. Demand #12.

Determination:

To revert back to the "five (5) and seventy-two (72)" for those Officers on rotating schedules without concurrent compensation would seriously alter the balance between the Nassau County Police Department and those police jurisdictions with whom they are comparable.

Award:

County Demand #(13) - denied.

P.B.A. Demand #(73A)

"The President and the other members of the Board of Governors of the P.B.A. and the President and the other officers of the D.A.I. shall be excused full-time from their regular duties without loss of pay or benefits to administer this agreement."

Background:

Presently, the President of the P.B.A. and the (1st) Vice President and the President of the D.A.I. are excused full-time to administer the agreement and the (2nd) Vice President, the Treasurer, the Corresponding Secretary, the Recording Secretary, the Sergeant-At-Arms of the P.B.A. and the (1st) Vice President of the D.A.I. are credited with sixteen (16) hours weekly to administer the agreement, and the (2nd) Vice President of the D.A.I. has eight (8) hours credited to him for the same purpose. The effect of this demand would be to allow all the Officers stipulated to be off full-time to administer the agreement.

Determination:

Same rationale as P.B.A. Demand #(11).

Award:

P.B.A. Demand #(73A) - denied.

P.B.A. Demand #(77)

"The Officers of the P.B.A. and the D.A.I. shall be assigned a day shift Monday to Friday at their option (without loss of night differential)."

Background:

The demand is self-explanatory.

Determination:

See determination in P.B.A. Demand #(11).

Award:

P.B.A. Demand #(77) - denied.

P.B.A. Demand #(117)

"No employee, regardless of designation or assignment, shall have scheduled tours of duty other than eight (8) hours in length."

Background:

Some of the charts for Detectives in the present contract (1975) provide that on some days they will work in excess of eight (8) hours. The effect of this demand would alter those charts substantially.

Determination:

See determination in P.B.A. Demand #(11).

Award:

P.B.A. Demand #(117) - denied.

P.B.A. Demand #(123)

"The authorized annual vacation period granted to employees after one continuous year of service shall be as follows:

1. from one (1) to three (3) years of continuous service --
thirty (30) working days;
2. in excess of three (3) years of continuous service --
forty (40) working days."

Background:

In the present contract (1975) vacation is granted as follows:
Employees with less than five (5) years of continuous service shall receive twenty (20) working days during each calendar year. Employees with five (5) or more years of continuous service shall receive twenty-seven (27) working days during each calendar year. The effect of this demand is self-explanatory.

Determination:

Same rationale as P.B.A. Demand #(11).

Award:

P.B.A. Demand #(123) - denied.

P.B.A. Demand #(126)

"The Association shall be entitled to an amount computed by multiplying the number of active employees by five-hundred dollars (\$500.00) per calendar year and which shall be considered a Welfare Fund. The purposes of the Welfare Fund shall be to provide for a dental plan, an optical plan, increased major medical coverage with no deductible clause, a hearing-aid plan, a drug prescription plan, a hospitalization rider for increased benefits for members and their immediate family."

Background:

The members of the P.B.A. currently enjoy the benefits of a health insurance plan and a dental plan provided for and administered by the County. The effect of this demand is to increase the number of benefits and to provide for the administration of those benefits by the P.B.A.

Determination:

As in the determination of P.B.A. Demand #(11), the majority of the Panel has decided not to increase benefits or time-off, but to apply all monies they deem available to monetary improvements in this agreement.

Award:

P.B.A. Demand #(126) - denied.

County Demand Concerning Interest on Retroactive Salary Increase:

"Shall the P.B.A. be paid interest on retroactive salary increase awarded for 1975."

Background:

The arbitration award for the 1975 contract year was contested by the County in the courts. The P.B.A. finally prevailed and then demanded that interest be paid on the salary increase awarded to them. The issue of payment of interest was then tried in the courts and the last decision rendered was in favor of the P.B.A. At the demand of the County both sides have agreed to submit the issue to this Panel for a final and binding award.

Determination:

The majority of this Panel is of the opinion that the members of the P.B.A. are due some recompense for the use of monies that were due them for such a long period, but the question is, how much and how applied? The P.B.A. claims they should not only be paid interest, but also interest on the interest and then interest on the interest on the interest They claim the amount due them is somewhere between one- and two-million dollars.

The County maintains the amount is much less and that they stand a good chance of reversing the last award at the next level of the judiciary.

Award:

County Demand Concerning Interest on Retroactive Salary Increase --
The majority of the Panel has decided to add to the amount of salary increase granted a sufficient sum to adequately compensate the P.B.A. members for the interest due them.

County Demand #(4)

"Night differential shall only be given for hours actually worked between the hours of 1700 and 0900 at a flat hourly rate."

Background:

Presently there are situations such as during vacation times when a P.B.A. member is paid night differential because said member would have been working nights if he/she were not on vacation. The present night differential rate is 10% of the hourly compensation.

Determination:

The majority of the Panel is of the opinion that the P.B.A. members and their families should reasonably be able to determine their available monies for the coming year. If the P.B.A. members lost night differential because of the time they chose to go on vacation (or the only time available) or because they were home on account of illness, the dollars earned for the year would fluctuate and, therefore, cause an additional hardship on the member and his family.

The majority of the Panel is of the opinion that if the compensation is to be based on the hourly rate then the percent computation is the fairest.

Award:

County Demand #(4) - denied.

P.B.A. Demand #(68)

"An employee will be excused for a sixty (60) minute meal period during each tour of duty."

Background:

P.B.A. members are presently excused for a forty-five (45) minute meal period, and if they are forced to miss that meal period by the order of a superior officer, they are entitled to one hour's cash compensation.

Determination:

The granting of this demand by the majority of the Panel may seem a dichotomy in view of positions taken in previous demands concerning additional time off, but actually it is not, because Police Officers are seldom really off-duty when partaking of a meal; their presence alone is performing a duty of value to the citizenry.

Award:

P.B.A. Demand #(68). Employees shall receive a sixty (60) minute meal period during each tour of duty. If an employee is compelled by order of a superior officer to miss his/her meal period, he/she shall be entitled to cash compensation at one and one-half ($1\frac{1}{2}$) the hourly rate. This provision shall become effective upon the signing of this agreement.

"Employees shall be entitled to a longevity payment of one thousand dollars (\$1,000.00) per five (5) years of completed service and one hundred dollars (\$100.00) for every year of completed service thereafter."

Background:

Police Officers are paid in addition to their regular salary certain sums of money depending upon varying lengths of service. Under the terms of the 1975 contract, the following schedule is applied:

\$450.00 after six (6) years of completed service

\$800.00 after ten (10) years of completed service

\$1,150.00 after fifteen (15) years of completed service

and \$50.00 for every year of completed service thereafter up to and including the thirty-fifth (35th) year of such service for a total of \$2,150.00 after such thirty-five (35) years.

Determination:

There is little doubt in the minds of the majority of the Panel that Police Officers' value increases with their years of service and, consequently, their compensation should increase also.

Award:

P.B.A. Demand #(62) - Effective July 1, 1978, the following longevity schedule applies:

\$500.00 after six (6) years of completed service

\$900.00 after ten (10) years of completed service

\$1,300.00 after fifteen (15) years of completed service

and \$50.00 per year thereafter up to retirement or termination.

"That employees shall, unless otherwise directed by their Commanding Officer, report one and one-half (1½) hours prior to their first tour of duty for the purpose of inspection and training. The compensation for this time shall be deemed paid for by the paid meal provisions."

Background:

This inspection and training time commonly known as "turnout" had been conducted in previous years by having Police Officers stay on their posts until the new tour reported in to the station house, underwent inspection and/or training and then reported to their posts. Initially the time the officers stayed on their posts beyond their tour of duty was not considered overtime. A change in contract provisions allowing for payment for this time brought about the end of this practice. New training techniques, such as closed-circuit television, makes the assemblage of groups of Officers for this purpose more desirable.

Determination:

The majority of the Panel is of the opinion that there is at the present time insufficient requirements to necessitate one and one-half (1½) hours of turnout time each week for each Officer.

Award:

County Demand #(7) - Employee shall, at the discretion of the Police Commissioner, report one (1) hour prior to one of their 4 to 12 (four to twelve) tours and one (1) hour prior to one of their 12 to 8 (twelve to eight) tours. This time shall be compensated for at compensatory straight time non-convertible to cash, except in the case of death, accidental or ordinary disability retirement. This provision shall become effective upon the signing of the contract.

County Demand Concerning P.B.A. Negotiating Team

"The P.B.A. negotiating team shall not exceed six (6) members."

Background:

The present number of P.B.A. and D.A.I. members granted leaves of absence for the purpose of collective negotiations regarding this agreement or any other agreement is nine (9). The same number (9) was granted leaves when the Superior Officers were also included as part of the bargaining unit.

Determination:

Nine members on the negotiating team for the P.B.A. and D.A.I. is excessive; however, in reducing the team size the majority of the Panel makes two reservations:

1. The P.B.A. and D.A.I. shall not be unreasonably restricted by the Police Department in calling reasonable numbers of witnesses, for reasonable periods of time, from their membership during negotiations with pay.
2. The number of full-time members of the County negotiating team shall not exceed the P.B.A.'s.

Award:

County Demand Concerning P.B.A Negotiating Team -- the P.B.A. negotiating team shall not exceed six (6) members, with the above two provisos.

Effective Date of Recall Package

"The Arbitration Panel shall set the effective date of the recall package."

Background:

During the course of the arbitration proceedings, mediation was conducted. Under the catch-all heading "recall package," several administrative and working-practice resolutions were arrived at. It was agreed that the Arbitration Panel would determine the effective date of that package.

Determination:

Because of the extreme administrative complexities involved in either assigning a future date or a retroactive one, the majority of the Panel has agreed --

Award:

Effective upon the signing of the contract.

P.B.A. Demand #(14)

"An employee assigned to perform duty in plainclothes by order of the Commissioner of Police for a continuous period of not less than three months shall receive additional compensation in lieu of clothes, pro-rated bi-weekly on a basis of one-thousand dollars (\$1,000.00) per calendar year."

Background:

An Officer assigned to plainclothes duty presently receives a four-hundred dollar (\$400.00) clothing allowance.

Determination:

The cost of clothing has increased in price considerably since the last contract.

Award:

P.B.A. Demand #(14) - Effective July 1, 1978, the clothing allowance shall be raised to four-hundred fifty dollars (\$450.00). The increased amount to be paid to those entitled for the balance of 1978 shall be twenty-five dollars (\$25.00).

P.B.A. Demand #(104)

"An employee shall receive an equipment allowance towards the cost of required equipment not furnished by the police department in the sum of one thousand dollars (\$1,000.00) for every calendar year."

Background:

Police Officers are required to purchase and maintain certain items of equipment not furnished by the Department. Under the terms of the present contract (1975) they receive three hundred dollars (\$300.00) per year.

Determination:

The cost of purchasing and maintaining this required equipment has been affected by inflation since 1975; therefore, the majority of the Panel is of the opinion that an increase in the amount is warranted.

Award:

P.B.A. Demand #(104) -- Effective July 1, 1978, the required equipment allowance shall be raised fifty dollars (\$50.00) per year to three hundred fifty dollars (\$350.00). The increased amount to be paid for the balance of 1978 shall be twenty-five dollars (\$25.00).

P.B.A. Demand #(125)

"The P.B.A. wage demands are:

<u>Police Officer</u>	<u>1975 Salary</u>	<u>1976 Salary</u>	
1	\$12,534	\$17,534	Starting
2	13,564	18,564	one year of service or more
3	14,780	19,780	two years of service or more
4	16,020	21,020	three years of service or more
5	16,874	21,874	four years of service or more
<u>Detective</u>			
1	18,097	23,097	less than one year of service
2	18,789	23,789	one year of service or more
3	19,585	24,585	two years of service or more

and correlating increases for 1977 and 1978."

Background:

The membership of the P.B.A. has not received a salary or fringe-benefit increase since 1975. Both the County and the P.B.A. agree there has been a substantial increase in the cost of living since that time (averages about 6% per year for the three-year period).

Determination:

In arriving at the salary structure to be awarded, the Panel considered the following items among others:

1. The quality of police service rendered by the Nassau County Police Department is excellent.
2. The educational level of the members of the Nassau County P.B.A. is among the highest in the country.

P.B.A. Demand #(125) - continued

3. No non-monetary fringe benefits have been granted for a three-year period.
4. An amount of interest money, variously figured as up to two million dollars, which the last court decision has awarded to the P.B.A. members, is being utilized toward paying this increase.
5. There has been an increase in the number of hours included in the work schedule (turnout).
6. If the Nassau County Police Department is to continue to attract and maintain its present high caliber work force, it must pay salaries commensurate with surrounding jurisdictions.

Award:

P.B.A. Demand #(125) -- Effective on the dates shown on ATTACHMENT I, the listed salary structure shall apply, except that:

the first step on the wage scale for employees hired on or after January 1, 1978 shall be \$12,534 for the 1978 calendar year.

ATTACHMENT ONE

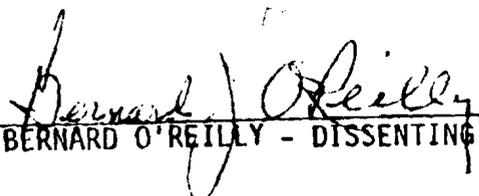
<u>Police Officer</u>	<u>1975</u>	<u>1/1/76</u>	<u>7/1/76</u>	<u>1/1/77</u>	<u>7/1/77</u>	<u>1/1/78</u>	<u>7/1/78</u>						
<u>1</u>	\$12,534	\$520	\$13,054	\$520	\$13,574	\$520	\$14,094	\$520	\$14,614	\$520	\$15,134	\$446	\$15,580
<u>2</u>	13,564	560	14,124	560	14,684	560	15,244	560	15,804	560	16,364	500	16,864
<u>3</u>	14,780	610	15,390	610	16,000	610	16,610	610	17,220	610	17,830	551	18,381
<u>4</u>	16,020	660	16,680	660	17,340	660	18,000	660	18,660	660	19,320	607	19,927
<u>5</u>	16,874	700	17,574	700	18,274	700	18,974	700	19,674	700	20,374	626	21,000
<u>Detective</u>													
<u>1</u>	18,097	750	18,847	750	19,597	750	20,347	750	21,097	750	21,847	670	22,517
<u>2</u>	18,789	780	19,569	780	20,349	780	21,129	780	21,909	780	22,689	691	23,380
<u>3</u>	19,585	810	20,395	810	21,205	810	22,015	810	22,825	810	23,635	737	24,372

The Award herein is made by the Panel, on a two to one vote,
with a separate dissenting opinion by the County.

Dated: Mineola, N. Y.
February 24 1978


JOSEPH FRENCH


DANIEL GREENWALD


BERNARD O'REILLY - DISSENTING

STATE OF NEW YORK, COUNTY OF NASSAU
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Impasse Between

COUNTY OF NASSAU

and

DISSENTING
OPINION

NASSAU COUNTY PATROLMEN'S BENEVOLENT
ASSOCIATION, INC.

I, Bernard J. O'Reilly, having been duly assigned and qualified as a member of a three man arbitration panel pursuant to the provisions of the Taylor Law, Section 209., 41, (c) (ii), in the matter of the impasse in the negotiations between the County of Nassau and the Patrolmen's Benevolent Association of the Police Department of the County of Nassau, Inc., with the authority to proceed under the applicable statute, the Rules and Regulations, dissent in part from the decision of the majority members.

The entire panel held, pursuant to law, a multitude of hearings, producing a plethora of expert witnesses, a multitude of exhibits and thousands of pages of transcript.

The panel is obligated by law to arrive at a "just and reasonable" decision of the issues which were presented to it. This panel member must dissent from many of the issues decided by the majority because, in good conscience, I cannot feel that the majority decisions were "just and reasonable". Specifically, the undersigned dissenting panel member is referring to the majority decisions with respect to the following issues:

1. Salaries
2. Clothing Allowances

3. Longevity Increases
4. Equipment Allowances
5. Night Shift Differential
6. Turnouts
7. "4 & 96" Tour Schedule

D I S C U S S I O N

A. With respect to the issues involved in Items 1 through 5, it might be said that all of these are properly considered "money items".

The thrust of the Patrolmen's Benevolent Association's position, through Mr. Horace Kramer, PBA Co-Counsel and PBA's retained Chief Fiscal Expert, was that the County was in a solvent fiscal position sufficient to grant the wage and fringe benefits demanded by the PBA.

He further testified, in general terms, as to how the PBA wage demands and benefits could be realized, but stopped short of advocating the curtailment of other vital services. If one were to analyze his testimony, the logical conclusion would be drawn that either the County must reduce services or it must raise property taxes. Neither of these conclusions would enhance our viable and stable community.

Furthermore, much of Mr. Kramer's testimony was rebutted by the County's witness, Mrs. Margot Wolfe, an expert in real estate values. Mrs. Wolfe substantiated her position that the County cannot increase property taxes beyond their present level without severe hardships to County taxpayers. She pointed out that in many areas of the County, citizens are already overburdened with the existing tax structure. She demonstrated this via statistics showing decreasing numbers of home sales, decreasing

home values and the relationship of these statistics to the amount of property tax from which the homeowner is suffering.

The credibility of Mrs. Wolfe's exhibits and expert opinion, in contrasting Mr. Kramer's testimony, is further enhanced when one considers that Mrs. Wolfe is not a County employee, and was not compensated for her testimony, but is simply a concerned, independent expert in the private sector.

The PBA also presented evidence on the issue of comparability; that is, the relationship of Nassau County PBA salaries and fringe benefits to the salaries and fringe benefits available in other police jurisdictions in the metropolitan area, especially highlighting the recent Suffolk County Arbitration award. The PBA counsel, who also represented the Suffolk County PBA in the arbitration award referred to, attempted to show an historical "tandem" relationship between the Nassau County PBA salaries and the Suffolk PBA salaries.

It is exactly this type of "tandem" bargaining which leads to the "leap frogging", "parity" union demands which have contributed so heavily to the economic difficulties of New York City.

Accordingly, this panel member cannot accept that philosophy and rejects the argument of PBA counsel.

The County's evidence showed that the Nassau PBA salaries and fringe benefits, when considered in its "totality", are comparable to or already superior to other police jurisdictions in contiguous communities including the City of New York. No evidence was presented by the PBA to show that Nassau County police working conditions are so uniquely hazardous that they justify salaries and fringe benefits far beyond their counterparts in such neighboring communities.

In light of the above evidence, and of the evidence presented concerning the wage packages granted to other County employee groups during the periods of time at issue, and taking into account the agreed stipulation of both sides that the cost of living figures, as released by the Bureau of Labor Statistics, United States Department of Labor, for the year 1976 was 6.8%; for the year 1977, 4.8%; for the year 1978, approximately 5½%, the dissenting member feels that a "just and reasonable" decision on the "money item" issues would be as follows:

1. Wages

Zero for 1976
6½% for 1977
6% for 1978

2, 3 and 4 - No increase in clothing allowance, longevity or equipment allowance

5. - A change in the night shift differential from an ever-spiralling percentage figure to a flat dollar allowance

B. With respect to items 6 and 7, "turnouts" and "4 & 96", "Tour Schedule", voluminous evidence was presented to demonstrate the County's needs to increase the work year of the rotating police officer from a 232-day work year to a 249-day work year. The net effect of the County's proposal would be to provide more police services to the citizens of the County. There is no reasonable justification for the continuance of a four-day week, followed by a 96-hour "swing" (four days off) prior to the commencement of the next tour of duty. I believe that the devastating effects of the under-utilization of police manpower were underestimated by the majority panel.

Finally, the County's proposal with respect to "turnout and inspection" was accepted in part by the majority panel. However,

this member believes that the majority did not go far enough. The demonstrated need for greater communication between police officers and police administration requires stronger measures than the minimal time granted by this panel. However, certainly we have taken a step in the right direction.

Accordingly, the dissenting member feels that a "just and reasonable" award with respect to Items 6 and 7 are as follows:

6. A one hour "turnout and inspection" with no remuneration for each of the three rotating tours.
7. Elimination of the "4 & 96" work schedule.

Bernard J. O'Reilly
Dissenting Member

dated: Mineola, New York
February 14, 1978