

NASSAU COUNTY PUBLIC
EMPLOYMENT RELATIONS BOARD

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In the Matter of the Compulsory Interest
Arbitration
Between
NASSAU COUNTY PATROLMEN'S
BENEVOLENT ASSOCIATION
and
COUNTY OF NASSAU
* * * * *

OPINION AND AWARD
OF
PUBLIC ARBITRATION
PANEL

BEFORE:

MARK M. GROSSMAN, Esquire
Chairman and Impartial Member

THOMAS F. DELANEY, Esquire
County Panel Member

DANIEL GREENWALD
PBA Panel Member

APPEARANCES:

For the Association:
Richard Hartman, Esquire
Hartman and Lerner

For the County:
Peter A. Bee, Esquire
Deputy County Attorney

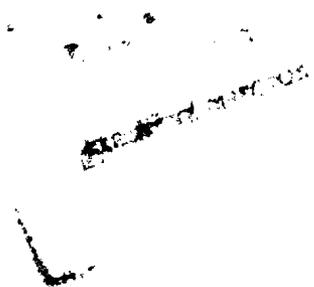


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I. INTRODUCTION

This arbitration is between Nassau County (hereinafter referred to as the "County") and the Nassau County Patrolmen's Benevolent Association (hereinafter referred to as the "Association" or the "PBA"). The previous collective bargaining agreement between the County and the PBA expired on December 31, 1978. When direct negotiations and mediation failed to produce a successor contract, this tripartite arbitration panel was established on April 19, 1979, under the auspices of the Nassau County Public Employment Relations Board and was empowered to issue a final and binding decision by majority vote.

This panel held 27 hearings beginning on April 24, 1979, and concluding on August 29, 1979. The record consists of 4500 pages of transcript and over 200 exhibits, some consisting of a few hundred pages each.

The inordinate number of hearings in this matter was due to a number of factors. One factor was that prior to the commencement of the hearings there had been, evidently, little or no significant collective bargaining between the parties. This was evidenced by the parties' unfamiliarity with the demands and positions of the other side.

Another reason for the number of hearings was that more than the normal degree of controversy accompanied this case. The prior arbitration award was the focus of certain investigations and the penultimate award was the subject of protracted

and prolonged court litigation. The obvious public interest in this case, evinced by the presence of the press at the hearings, also indirectly contributed to the length of our proceedings. At times, each side's presentation or cross-examination was conducted in excruciating detail in an attempt to prove and substantiate minor points.

Initially, the Association raised 20 issues for the panel's consideration. The County presented 18 additional issues. The majority of the issues dealt with either direct money payments to the police officers (salary, benefits, or reimbursements) or the amount of required work time. These two areas were clearly the main focus of the parties during the presentation of evidence to the arbitration panel.

After the completion of the hearings and prior to the panel's issuance of this award, a number of issues were withdrawn from the panel's consideration. Some of these issues were resolved through direct negotiations between the parties. As a result of the parties' actions, 15 PBA demands and 12 County demands remain before this panel.

II. BACKGROUND

Nassau County comprises about 300 square miles, with a population of nearly 1½ million. If it were a state, it would rank 35th in population.

The governmental units within the County consist of 3 towns, 2 cities and 64 incorporated villages. Specialized

services are provided to the local police departments by the County police. These services are coordinated through the County police headquarters and are funded through the general fund. The County force also furnishes patrol forces to those local areas that do not maintain their own local police force. These functions are funded exclusively by the areas that utilize the services. Revenue for this purpose is raised primarily through a special real property tax and funneled through a police district fund.

Estimated to be among the 10 largest police forces in the Country, the Nassau County police force is comprised of approximately 3400 law enforcement officers. Slightly over 3000 officers and detectives are represented by the PBA and the nearly 400 superior officers are represented by another employee association.

Major salary and fringe benefit levels as of the end of the previous contract (December 31, 1978) are:

- 1) Base salary - \$21,000
(attained after 4 years of service)
- 2) Longevity - \$500 after 6 years of service
\$400 additionally, after 10 years of service
(a total of \$900)
\$400 additionally, after 15 years of service
(a total of \$1300)
\$ 50 additional for each year thereafter
up to retirement or termination

- 3) Tours - Officers assigned to the 3-tour schedule are assigned to 233 (8 hour) tours of work per year (this applies to about 2/3 of the employees in the bargaining unit.)
- 4) Night differential* - 10% of certain assigned tours results in \$1,235 per officer
- 5) Holiday pay* - \$989 per officer
- 6) Average holiday overtime pay* - \$247 per officer
- 7) Required equipment allowance - \$350 per officer

The total cash directly paid to the average Nassau police officer is \$24,321. The County noted that retirement, Social Security and health and dental payments increase the cost to the County by about 46.5% per employee.

* based on average police officer with 6-9 years of service

III. PBA POSITION

A. GENERAL

The PBA presented extensive evidence, testimony and arguments to support its position that the panel award a one-year contract providing nearly a 20% increase in base pay plus a host of other economic benefits.

It became apparent that the Association's initial positions were to a great extent bargaining postures. Never believing the County to be approaching bargaining seriously, the Association evidently saw no reason to modify its positions.

As the hearings progressed, the PBA's economic position was directed primarily at the cost of living increase and the current salary rates of police officers in Suffolk County and the villages and cities of Nassau County. Hazard and risk factors, as well as the high regard the Nassau County police force has earned nationally, were also discussed by PBA witnesses.

The PBA contended that the hazards and stress of the job must be given great weight by the panel. In addition to the obvious physical dangers inherent in law enforcement work, the degree and extent of job-related stress is unequaled. The police officer's job is unique. Rotating day and night tours, constant anticipation of danger and possible death, actual confrontations with injury and violence, compounded with suspicion and hostility from the public, can cause stress-related forms of physical or emotional disabilities. The Association maintained that the hazards encountered and the deleterious effects of the job may never be adequately compensated.

PBA witnesses proudly acclaimed the Nassau County police to be at least the equal of every police force in the Country. They cited the educational requirements, the quality and quantity of training, and the modern equipment and facilities as major reasons for the police department's high degree of competency and efficiency. The PBA maintained that as one of the finest police forces in the County, its members should

not be paid less than any of the neighboring police forces.

The primary emphasis of the PBA position was directed toward the comparability to other police forces and the County's ability to pay.

B. ABILITY TO PAY

The Association asserted that the burden of proof for the ability to pay is on the County. In anticipation of the County's presentation, the Association presented testimony and exhibits in an attempt to show that additional funds could be raised legally by the County; that Nassau County is relatively prosperous; that the present tax rate is not unreasonably high, particularly when viewed in conjunction with the high level of services provided to the County residents; that additional revenue not projected in the 1979 budget is available; and that because of unnecessarily high estimated expenditures, additional money would be available in the 1979 budget.

The Association categorized its fiscal and economic presentation into the following ten areas:

1. Constitutional limitation on tax and debt
2. Percentage of tax collection
3. Per capita income
4. Per capita assessed valuation
5. Retail sales
6. Nature of the communities
7. Economic trends and employment rates
8. Projection for 1979

9. Impact of the increase on taxpayers
10. Cost of living

Some highlights of the PBA's presentation will be discussed.

Per Capita Income

The per capita income of Nassau County is among that of the highest counties in New York State. It is clearly above Suffolk County. Many economic figures are computed only for Nassau/Suffolk combined. The Association concluded that Suffolk County's economy is not as strong as Nassau's and therefore pulls down the average of the two. The Association cited the County's bond prospectus which states "the per capita personal income and total personal income in the County are among the highest in the nation."

Per Capita Assessed Valuation

The Association furnished the panel with figures to show the per capita full valuation of real property. Additionally, they pointed out that the 12 largest property owners of assessed value account for 11% of the total Nassau assessed value. Therefore, these property owners would absorb 11% of any increase in real estate tax.

Retail Sales

The Association viewed retail sales as a major indicator of the fiscal ability of both Nassau County and its taxpayers. It is asserted that retail sales provide indicators of jobs and spendable money as well as revenue source. Currently the

7% tax is levied in Nassau with 4% going to the State government and 3% to the County.

From 1975 (3% tax for benefit of County as currently exists) through 1978 inclusive there was a 28% rise in the revenue received or about 7% a year. The retail sales figure projected by the County for the 1979 budget is \$162,763,000. This figure is 7% above the 1978 projected retail sales tax revenue. The Association pointed out that the actual 1978 figures were not available when the 1979 budget was prepared and adopted. The February 28, 1979, Annual Financial Report does, however, contain the actual 1978 retail sales receipts' figure and that figure is \$3,000,000 more than had been anticipated when the 1979 budget was adopted. An unanticipated rise in the cost of living will increase the 1979 figure even further. The Association contended that this represents money that is available to fund a wage increase without resorting to a tax increase or additional borrowing.

Other indicators of the County's financial strength were examined. The Association found the figures for consumer spendable income per household particularly supportive of its position.

Economic Trends and Employment Rates

Employment has increased over the past year and unemployment has decreased, showing a progressively better situation. The unemployment rates were below Suffolk County and significantly below the State average.

Projections for 1979

For its 1979 projections, the Association relied on an econometric model prepared by the Wharton Econometric Forecasting Associates, a company wholly owned by the University of Pennsylvania.

A recent issue of a publication by the Long Island Regional Planning Board was cited for its statements of the strength of Nassau's economy, although it contained caveats should the national picture worsen.

The PBA argued that the County budget should be divided into mandatory and discretionary expenditures. Those expenditures that the County is required or compelled to make are considered mandatory. An example of a mandatory expenditure is federally required social service programs. Those items in which the County has the discretion to fund are discretionary expenditures. The budget allocations for parks and recreation are examples cited by the PBA as discretionary expenditures.

The Association estimates that 35% of the County expenditures are discretionary. There is nothing to prevent the County from funding the cost of the panel's arbitration award by reducing discretionary expenditures. Such reductions would obviate the need for any tax increase or additional borrowing. The PBA stressed that the police department must be given the very highest priority. The public expects and is entitled to the very best in police services. Given the very large amount

of discretionary expenditures in the County budget and given the high priority of police services, the PBA concluded that the County could readily accommodate its budget to meet the cost of this panel's award.

Impact On the Taxpayer

Any increase in local real estate taxes would be cushioned by an increase in federal tax deduction.

While not directly applied to the police district, federal and state revenue sharing have helped control the overall tax rate. The panel examination and analysis should be directed only to the total tax rate and not isolated on one aspect. The police district tax represents only 7.2% of the total tax burden. An increase in this tax cannot be deemed a major burden on the Nassau taxpayers.

While conceding high per capita tax, the Association argued that relatively high taxes are not in themselves a deterrent to industry because potential employers consider both the costs and benefits of local service. Nassau County provides a high quality of public services.

Cost of Living

The federal government figures for urban family budgets are more significant than the CPI figures. This is true because the budgets are subdivided into income levels. It would be most appropriate to examine the change at the intermediate level. The Nassau police must at least be given a

raise to absorb the impact of the present double-digit inflation. Any amount less would generate serious retention problems and this would certainly not be in the best interests of the public.

C. COMPARABILITY

The PBA limited their comparative analysis to the police departments within the Metropolitan New York area. Given the unique nature of the job, the PBA declared that the only proper comparisons were with other police departments. Their position was that an equitable award would be one that reflected both the cost of living and the increases of police salaries in Suffolk County and villages of Nassau County. They specifically noted that should the County's presentation include national salary rate comparisons, the Association would rebut any negative conclusions by showing the relatively high cost of living the Nassau police officers must endure.

New York City cannot be used for comparative purposes due to its fiscal condition. It is apparent that New York City police officers would have been making substantially higher salaries had the threat of bankruptcy not faced the City.

The PBA asserted that the village and city police departments within Nassau County should be examined as comparable communities. Moreover, even if each individual village is not independently and severably a comparable community, taken in their totality, they should be considered a comparable community.

Evidence presented to the arbitration panel substantiated

that 1) village police take the same civil service test as Nassau police; 2) the same civil service list is established for persons found to be eligible for appointment to either County or village police forces subject only to educational requirements; 3) the County police supply a substantial portion of the village police's initial training; 4) updating material, such as legal bulletins are supplied by the County to the village police; and 5) the County police provide centralized services to augment the village forces and supply back-up during emergency situations.

The villages may establish their own police forces and just rely on the County for the specialized services and back-up. If a village does not choose to establish its own police force, the County takes full responsibilities for all police functions within the village. In fact, there are instances where Nassau police patrol a community which has not opted to have its own force, and a village police officer patrols across the street in the neighboring community.

The PBA maintained that the village police forces generally have similar wage rates and those wage rates traditionally have been determined on the basis of the Nassau County police rates. Prior to the extensive court litigation which delayed the establishment of new wage rates for Nassau police, villages would wait to examine the new County rates before establishing new rates for their own police force. Since the court litigation, some villages have been determining new wage rates through

collective bargaining/arbitration without waiting to see the County's new police rates.

Because of the close working relationship and the historical wage relationship, the PBA urges that it would be inequitable for the County police to receive less than any village police force.

The PBA's main comparative data in addition to the salaries and benefits of the village police of Nassau County were the salary and benefits to the Suffolk County police. Historically, Nassau County police were better paid than their Suffolk County counterparts. In the last two bargaining rounds, Suffolk rates have been determined prior to Nassau's. Evidently, the previous Suffolk award had a major impact on the previous Nassau arbitration panel which set salary increases which resulted in Nassau police getting a base pay of \$21,000 identical to their Suffolk counterpart.

Undeniably, Suffolk County is a comparable jurisdiction. Given the nature of the government, its proximity to Nassau, the nature of the community and the size of its police force, its salary rates must be given great weight in evaluating what would constitute a fair and equitable increase for the Nassau police. The PBA emphasized that Nassau police rates were historically ahead of Suffolk's and that the Nassau police department is much older than the Suffolk department. The recent arbitration panel in Suffolk County awarded the Suffolk

police 4 raises within a 2 year period which will bring the base pay for a patrol officer from \$21,000 to \$24,681 and results in about a 17.5% rate increase over the 2 year contract term.

IV. COUNTY POSITION

A. GENERAL

The County took the position that a just and reasonable determination of the matters in dispute is no wage increase or improvement of any economic benefit. The County presented a number of demands designed to reduce costs and require more work time of the officers. An application of the statutory criteria to the facts will establish that the present salary and benefit level already compensates the police officers for the hazards and stresses of their job.

The County argued that ability to pay must be viewed along with the interest and welfare of the public. An increase in police benefits will further deteriorate the fiscal condition of the County.

B. ABILITY TO PAY

The County advanced that its economy is no longer as robust as it was in the 1960's and the beginning of the 1970's. While not yet declining in absolute terms, it is certainly leveling off. Nassau County is at a critical economic juncture. Government policy must now be directed at stimulating economic growth. Nassau County's reputation is that

of an extremely high tax area. If this continues, it will further hasten economic decline.

The present property tax is already within the danger zone and any further increase could be very detrimental.

The County conceded that in absolute terms, they could legally raise taxes or incur further indebtedness. However, ability to pay is a relative term. The impact on the economy, the comparative burden on the taxpayers, and the relationship between the police, the government and the economy must be considered as major components of the ability to pay.

Nassau County showed that when contrasted with Suffolk County, its rate of growth was lower than Suffolk County's. Factoring out the cost of living element, many indicators showed no real growth. Among the items examined were population, family and personal income, real property values, business components, construction and general business activities. While Suffolk is still growing, Nassau County has flattened out since 1970 and has even begun to decline in certain areas. High growth areas throughout the Country were compared to Nassau County to show its relatively stagnant economic features.

The County presented Nassau and Suffolk comparative data. Where general information distinguishing the two counties was not available, resourceful methods of comparisons were prepared by the County's expert witness.

The panel was cautioned that it must look at the total

budget because the budget is a document of trade-offs. None of the components stand by themselves. The police portion of the budget is not a great proportion of the whole. The budget is a combination of balances. An increase in expenditure in one area forces a reduction in expenditure in another area, or an increase in revenue (higher taxes). It is now time for the County to have control of its economic destiny and not the time to compound its reputation for being a high tax area. The County's economic position should be viewed from the position of the majority of the County residents. Although a small portion of relatively wealthy families may bring up the average income figures, the majority of residents' incomes are substantially the same as the average figures for the State.

The panel should also consider that, above wages and certain cash payments, the County additionally pays about 50% of the base salary for retirement, social security, workman's compensation and health benefits.

C. EXPENDITURES AND REVENUE ESTIMATE

In furtherance of its own positions and partially as a rebuttal to PBA statements, the County's Budget Director testified extensively concerning anticipated expenditures and revenues in fiscal year 1979. (The County fiscal year coincides with the calendar year.)

The County pointed out that expenditures for police services have steadily risen while over the last few years

there has been a general decline in County spending, capital programs, and operating programs. In order to control expenditures, the County, over the past 2½ years has reduced the amount of personnel it employs by about 1000.

The tax rate in the general fund has actually decreased by 8.3¢ per 100 from its 1971 level. In contrast, the police district tax rate has risen dramatically. Overall the police function accounts for approximately 70% of the entire County real property tax dollar. In 1971 the police function only accounted for 42% of the tax rate. Even if the County were inclined to use money from sources other than the property tax to fund the police district, such use is impermissible under present law. No federal or state aid may be utilized to support the services within the police district. The panel was cautioned that for every million dollars that has to be raised as a result of the arbitration award, the real property tax rate would have to be increased 3¢.

The PBA's allegation that expenditures for 1979 have been overestimated was denied categorically by the County. The budget procedure requires that each personnel line be budgeted for the full year at the salary level of the then present incumbent. There are certain situations where the County can anticipate that a particular budget line will not be filled for the entire year due to attrition or turnover. These lines must be budgeted for the full fiscal year even though the full expense may not be incurred. The difference

between the budgeted amount and the actual anticipated expenditure is noted in the budget under the term "less savings". The amount of estimated "less savings" is deducted from the anticipated expenditures of each department. This results in a decrease of funds available in the budget. It does not result in more money being available. Therefore, this process reduces the amount of monies allocated to each department. The County acknowledged that the ratio of the police department "less savings" to police department's total personnel budget is comparatively very small. Other department "less savings" ratio to their total budget is much larger. However, the County claimed that the turnover rate among police officers is substantially lower than that of the other County employees resulting in a realistic lower ratio of "less savings" in the police budget.

D. COMPARABILITY

While the County readily conceded the relevancy of the Suffolk police rates, it directed the panel's attention and emphasis to the New York City police rates.

While acknowledging that the financial troubles of New York City have had an impact on New York police salary rates, the County implored the panel that there should not be a fiscal catastrophe before police salaries are moderated. The County pointed out that without any increase at all, County police salaries and benefits still compare favorably to the New York City police.

The County maintained that the villages and cities of Nassau are not comparable jurisdictions within the meaning of the statutory criteria that this panel is mandated to follow.

Suffolk County is conceded to be a comparable jurisdiction. However, the panel is urged to avoid giving great weight to the Suffolk data because Suffolk has a greater ability to pay high salaries.

New York City should be emphasized in determining salary rates of the Nassau County police. It is the only local jurisdiction with a bigger force and many of the New York City police reside in Nassau County. The New York fiscal dilemma should not affect the fact that New York City is a comparable jurisdiction. Rather, the panel is admonished that should salaries be raised, New York City's fiscal nightmares could be recreated in Nassau.

The County also presented comparisons with police salaries in the cities of Buffalo and Rochester. These comparisons showed Nassau police substantially better paid than the Buffalo and Rochester police.

The County presented evidence to show that police officers' raises over the past 10 years have far exceeded salary raises for other County workers in an approximately equal civil service grade. This conclusion is also true when comparing two specific titles, correction officer and probation officer, to the police officers. In particular, the County asserted that police increases have far exceeded the change

in the cost of living over the past 10 years while the correction officers and probation officers have not even kept up with the change.

The County cited as proof of the adequacy of its present salary and benefits that over 22,000 people applied for the last civil service test. While there are difficulties in recruiting for some County positions, there is not the slightest problem in recruiting for police officers.

V. OPINION AND ANALYSIS

A. GENERAL

The panel's opinion is that the preferable method to resolving collective bargaining impasses is by joint agreement of the parties either through direct negotiations or direct negotiations with the assistance of a mediator. It is disappointing that in this case there is no pressure or strong desire for a settlement by the parties. Despite the widespread attention focused on this arbitration, neither the County, the PBA, the public nor the media appears to have extended any effort to encourage the parties to resolve their impasse through meaningful and realistic negotiations. What was originally conceived as a "last resort" method for settling contract impasses has become the sole method for resolving the Nassau County/PBA dispute.

The panel's function is to apply the applicable statutory criteria when evaluating the massive amount of evidence. Applying the statutory criteria is not akin to solving a mathematical problem. When solving a mathematical problem one fills in numbers and can reach a calculable total. In this case, judgment in weighing the evidence is required. In this award we have attempted to explain how we have evaluated the evidence and on what basis we have drawn our conclusions.

B. ABILITY TO PAY

As is not unusual in this type of proceeding, the panel

finds the Nassau County's fiscal picture not as bleak as painted by the Employer, but not as optimistic as described by the Union. The Association compared Nassau's and Suffolk's economies in absolute terms and concluded that Nassau's economy is stronger and therefore has the ability to afford a fair and equitable salary increase. The County argued that Nassau's and Suffolk's economies should be evaluated on the basis of which can more readily afford increased costs. Emphasizing the rate of change, the County showed Suffolk's economy to be growing at a higher rate than Nassau's economy. The County concluded that Nassau's lower growth rate rendered it unable to afford any additional expense. Although the parties' conclusions were diametrically opposed, the factors on which they drew their conclusions can exist simultaneously. Suffolk's economy is starting from a lower base and as a less developed community, and therefore can be behind in absolute terms yet have a higher growth rate. The parties clearly selected the features of Nassau's and Suffolk's economies that best advanced their case.

Although the panel agrees with the mandatory/discretionary expenditure dichotomy as espoused by the PBA, we do not necessarily agree with the PBA conclusions that they associate with that dichotomy. First, police services are accepted universally as being essential. Many would not agree with the PBA that police salary increases are, also, essential. The panel anticipates that regardless of our award, the services of the police department will continue to the public and continue to be given

the highest priority by the County.

Second, the panel approaches the County's expenditure levels with a view toward acceptance of the status quo. We would readily examine any disproportionate increases or decreases in expenditures brought to our attention. However, it would be a most unusual situation for the panel to evaluate extensively or second guess the expenditure levels that have existed over an extended period of time.

County officials decided not to place any money in the 1977 budget for police benefit increases. This decision was consistent with the County's position that no increases in police benefits are warranted or justified. The County did budget money for anticipated salary increases for non-police County employees.

The actual increases granted to non-police employees exceeded the anticipated (budgeted) level. The County determined that the 1979 budget had sufficient flexibility to accommodate the additional monies required. We appreciate that, in cases such as this one, it is often a management tactic to deny publicly having money available to fund increases while actually maintaining as fluid a fiscal position as possible.

We must give due consideration to the County's ability to fund our award. We do consider the impact of additional taxes or borrowing and the likelihood of additional revenue and less than anticipated expenditures. However, the unilateral and arbitrary tactic of not budgeting money for police increases

can not be foisted upon the panel as a factor militating in favor of the County's position.

The panel does accept as reasonable the PBA's conclusion that the County share of the sales tax revenue will be greater than anticipated in the 1979 budget. For the most part, the County did not deny nor rebut this conclusion. The County responded that the budget is a large group of estimates, and it is impossible to determine if the final numbers will be higher or lower in total than the original estimates. The County argued that, if the budget was reasonable when passed, it should not be reevaluated until after all actual numbers are available at the year's end.

The facts relating to this area of controversy are quite simple. The County's estimate for sales tax revenue for the 1979 budget was based upon the available data in late 1978. The actual figures, which first became available in 1979, turned out to be higher than the estimated figures. This fact plus the higher than anticipated rate of inflation make it probable that more revenue than originally estimated will be available in the 1979 budget.

In regard to the PBA's conclusion that the inadequacy of the "less savings" account in the police department budget resulted in an overestimation of police expenses, the panel has not been convinced. There is no doubt that the turnover rate is dramatically less for police than non-police personnel. This factor alone would account for the apparent large discrepancy

in the "less savings" account of the police department budget.

Another major point of controversy between the parties concerns the fact that the major portion of police expenses must be generated from local funds. The panel determined that this fact should not in and of itself be given great weight. We would not grant higher raises to employees just because the state or federal government was reimbursing their salaries. Likewise, we would not grant police less than we would otherwise merely because the source of their funds must be generated locally. Of course, we must give due consideration to the impact on the people who may have to fund our award. We have been cited many factors which reduced or lessened the tax burden on Nassau residents. The County would have us disregard those items and analyze only the rise in the costs of police services. We conclude that that impact must be viewed on the basis of the overall tax burden and not on the basis of isolated taxes to be used for police services.

After a thorough and extensive examination of the record, the panel concludes that Nassau County has the ability to pay a fair and reasonable wage and benefit increase. There is no doubt that the County is among the highest in the nation in per capita and total personal income. Retail sales of Nassau on a per capita basis are the highest in the State.

Despite frequent disagreements over the applicability and significance of economic figures and sources, both parties' expert fiscal witnesses acknowledged the relevancy of the local publication

"Long Island Economic Trends" published by the Long Island Regional Planning Board. In its May-June 1979 publication, the Planning Board declared "The Long Island economy shows few signs of recession despite an almost-certain national downturn... Non-residential construction and retail sales were also sources of economic strength." If we were presented with a case where there existed a gross salary inequity and a fiscal situation similar to Nassau's, the panel would not hesitate to remedy such gross inequity.

Although we find Nassau County's general fiscal situation such as not to inhibit or impede awarding the police a fair and reasonable increase, we also believe the fiscal situation in Nassau County should be considered to some extent a factor in determining what constitutes a fair and reasonable increase for the Nassau police. In the public sector it is much harder to judge the ability to pay than in the private sector. In the private sector, an employer may be forced to close his shop if his expenses exceed a certain amount. No such similar guideline exists in the public sector.

At what point are taxes too high? At what level do taxes impede the economic base of the community? Certainly at some point prior to imminent bankruptcy, a public employer can successfully argue its inability to pay in an arbitration hearing.

Although we do not conclude that, at this time, the County's economy and the interest of the taxpayers prevent the Nassau police from receiving a fair and reasonable increase,

Nassau County's fiscal situation does present reason to proceed with some circumspection.

While tax rates are relatively high, so are average incomes. While those prosperous residents can afford to pay higher tax rates, many Nassau residents with low and moderate incomes already feel substantial weight of the tax burden.

C. COST OF LIVING

The County and the PBA agree that the Country is in the midst of double digit inflation. Both sides also agree that the Nassau County area's (New York/New Jersey) inflation rate is lower than the national rate.

The PBA sought no erosion in their present benefit level. An increase at least as high as the change in the cost of living will accomplish this result. The County argued that we should analyze the cost of living changes over the past ten years in conjunction with police salary increases over the same period. The County would have us totally ignore the short-term change in the cost of living.

The panel concludes that the cost of living figure since December 30, 1978, when the past contract expired, is the more significant figure to use in determining what constitutes a fair and reasonable salary increase. The panel is not about to analyze past Nassau County police collective bargaining agreements and arbitration awards to determine why salary increases were agreed to or awarded. We are not cognizant of all the

factors that led to the determination of past increases. Our review is focused upon a fair and reasonable salary increase and an equitable new level of benefits.

The long-term cost of living/salary changes are to some extent relevant to this case. It is a mitigating factor when analyzing the reasonableness of keeping up with the inflation rate. The main focus, however, is on the recent cost of living change. There is no question that an award of less than the percentage increase in the cost of living since the last contract would result in a deterioration of the police officers' economic situation. This was a very relevant factor in our deliberations.

We also bear in mind that a review of public sector collective bargaining contracts would reveal that in times of extremely high inflation, new contract wage rates generally do not attain the full level of the cost of living increase.

D. COMPARABILITY

Based on the size of their police forces and their type of government, the village police of Nassau County can not be determined to be comparable to the County police. Not one of the village police forces has as many as 100 officers. This compares with 3400 on the County force.

Although there has been a historical relationship between County police salary rates and village salary rates, that relationship was one way. The PBA argues that an aggregate of

the villages should be used for comparative purposes. The County objected to all references to village police as being comparable. The villages, their PBAs, fact finders and arbitrators have generally used the County police wage rates as a focal point and often as the determinative factor in ascertaining appropriate village salary rates. Often a presumption has been established that the County wage rates should be applied to the villages unless other circumstances and factors militate against applying the presumption. There is nothing in our record to indicate that County salary increases were ever based upon what village police received.

The question of the comparability of the villages would not have been raised before this panel had not a substantial period of time passed without a successor contract being negotiated by the County and the PBA to the contract which expired on December 31, 1978. Had the County and the PBA negotiated a successor to their prior contract immediately upon its expiration, there appears little doubt but that County rates would have had a major impact on the village rates.

The PBA argues that the County police must be paid at a minimum as high as the highest village. While there is nothing in the record before us which would establish a reasonable basis for any village police rates to be higher than the County rates, it can not be gainsaid that the village rates have not in the past and should not now affect the County rates.

One of the major missions of this panel is to determine a

fair and reasonable salary rate for the period of time to be covered by this award. To use village rates as a justification for establishing the County rate would be circular reasoning when the County rate has virtually determined the level of village salaries for many years.

The pattern of the villages waiting to see the County salary changes is well documented. It is incumbent upon both the County and the PBA to promptly resolve negotiating impasses. This procedure will prevent any issues from being raised concerning whether village rates should affect County rates.

The County presented to the panel comparisons between the police officer on the one hand, and the Correction Officer and Probation Officer on the other hand. These titles were compared to cost of living changes over the past 10 years.

For a number of reasons, we do not find these comparisons very significant. First, it has not been established that these jobs are comparable to the police officers' jobs. Secondly, the Corrections and Probation titles are ensconced in a very broad collective bargaining unit. Thus, they may have only a small voice in the goals and policy of the overall unit. Third, that portion of the collective bargaining law which deals with the resolution of bargaining impasses for non-police and fire units affords little bargaining leverage to unions to resolve impasses.

We consider the relative position of the police within the County pay structure compared to the relative position

of police in comparable communities within their pay structure to be more informative and probative.

One of the most difficult questions to resolve is the weight of evidence to be afforded the salaries of the New York City police officers. There is only one major dispute as to the comparability of New York City. Given its now legendary fiscal crisis, is a salary comparison appropriate and, if so, what weight or consideration should be given to the fiscal crisis?

New York City police base salary is \$19,341. Their present contract expires June 30, 1980. An estimate of what increase might have been given had there been no fiscal crisis would constitute sheer speculation and therefore would be of no assistance to this panel.

The County argued that a lesson should be learned from the New York experience. An absolute wage freeze, the County argued, will avoid the County following the path which leads to fiscal instability. Based upon the record in this case, the panel does not find any similarity between New York City's near bankruptcy and the fiscal affairs of Nassau County. We have already concluded that the County has the ability to pay a fair and reasonable salary. It would be unfair to give great weight to a comparison with a jurisdiction that has a totally different fiscal situation. This is true especially where the fiscal situation obviously had a great impact on their wage rates.

Much emphasis has been placed by the PBA on the salary rates

of the Suffolk County police. On the one hand, there is nothing in our record which would lead this panel to conclude that the Suffolk County police should be paid more than the Nassau County police. There is no basis either in our record or in law which supports Suffolk County rates as being dispositive of this entire case.

Certainly, the Suffolk rates are of significance to the panel. Of the different jurisdictions referred to during our hearings, none is more similar to Nassau than Suffolk. Pursuant to a recent arbitration award, the Suffolk police salaries were raised approximately 13.4% after one-and-a-half-years and 17.5% after two years.

Prior to the recent Suffolk County arbitration award, the Suffolk County police base salary rate was \$21,000. Pursuant to the award the base rate was increased to \$23,820 on January 1, 1980 and to \$24,681 on July 1, 1980. An important aspect of the Suffolk arbitration award is that it contained provisions for additional employee input. This is sometimes referred to as employee give backs. Employees hired in the future will be working significantly more days than present employees. Evidently the additional work for new employees to some extent offsets the salary rate increase. The cost of the salary rate increase was moderated by spreading out four wage increases (some contingent on cost of living figures) over the two-year period.

A witness from Suffolk County testified before this panel

that Suffolk County expected a good-sized turnover in the police ranks in the next few years. He also stated that the extent of the anticipatory turnover results in the additional work time becoming a very significant factor. More days per year of work for some policemen will reduce the cost of police personnel because less officers in all will be required.

Without making any comment on the reasonableness of the Suffolk arbitration award as it relates to Suffolk police, the panel does note that similar provisions requiring more time worked by new employees would be meaningless in Nassau. There is only a minimal turnover in Nassau County and thus a similar provision would have no impact for years.

In a case as extensive as this one, there certainly are many points of dispute. It is difficult to point out one controversy as being the main issue in dispute.

Without in any manner diminishing the significance of the parties' disparate views over such topics as cost of living or ability to pay, the panel considers the major issue in dispute to be how adequate is the present level of compensation for Nassau police.

The PBA argued that, given the unique hazards and stresses of the job, police officers may never be adequately compensated. The PBA now seeks to keep up with the inflation rate and the salaries of neighboring police departments. The panel of arbitrators in the last Nassau County interest arbitration determined the existing salary levels, and these hearings, the Associa-

tion contended, should not be a relitigation of the prior case. The County argued that without any increase in any economic item, the Nassau police will still be receiving very fair and reasonable compensation for the work they perform.

The chasm between the parties' views over the adequacy of the present salaries has evidently been the major impediment to meaningful collective bargaining. The divergent views on this issue were the primary reason that the parties have submitted this matter to final and binding arbitration.

Comparative data with other police forces is the key to resolving the issue of the adequacy of the present salaries. In addition to comparing benefit levels, other relevant factors to be compared should be the size of the police force, the distance from Nassau County, the nature of the police work, the ability to pay and the cost of living changes.

Both the County and the PBA agree that as of the end of the past contract (December 31, 1978), the Nassau County police salaries were as high as any major force in the metropolitan region. Nevertheless, only a minimal amount of evidence was directed to comparisons of Nassau County police to any police departments other than those within the New York metropolitan area. The panel has not been persuaded that local police comparisons are sufficient. Where one police department is among the salary leaders in its locality, it is appropriate to compare that department, and indirectly the locality, with other police departments within the state and the nation.

In virtually every area of this case other than comparisons, the panel has received a plethora of evidence. Having determined that additional comparative evidence would have been helpful, we decided to issue a short-term award. Had we been provided with comprehensive comparisons, the panel would have no hesitancy in having its award cover a two-year period (the maximum permissible under law).

Our award covers the one-and-a-half-year period commencing January 1, 1979 and terminating on June 30, 1980. This duration was determined because it is the shortest feasible time period. Any lesser period would have the effect of requiring immediate negotiations for the next contract without providing the parties even a short respite. The collective bargaining process would better be served if, after one year of bargaining, mediation and arbitration, both sides were given an opportunity to remove themselves from the bargaining table and have at least a short time to reflect on the process and their positions. This respite will also afford the parties an opportunity to collect and evaluate more extensive and comprehensive comparative data.

VI. AWARD

A. DURATION

This award covers the year-and-a-half period from January 1, 1979 to June 30, 1980. (A discussion of the panel's reason for this duration is contained in the OPINION AND ANALYSIS section of this award under the subtopic "comparability".)

B. WAGES

There shall be a \$1600 across-the-board salary rate increase for each member of the bargaining unit retroactive to January 1, 1979. When considered along with the one-and-a-half-year duration, the salary rate increase certainly is moderate and reasonable. The entire increase is provided on the first day of the covered period in order to provide the police officers the maximum cash benefit which may be derived from this salary rate increase.

We are cognizant that this salary rate increase will not generate sufficient money to offset a significant slippage due to the significant increase in the cost of living. In order to diminish some of this erosion, we award on January 1, 1980 a one-time lump sum payment of \$600* to all members of the bargaining unit on the active payroll that day.

In view of our moderate rate increase and the fact that the increase is provided in flat dollars, we determine it appropriate to provide a further adjustment based upon length

* The lump sum shall not be used in the calculation of any other benefit such as night differential or holiday payments.

of service. Effective January 1, 1980, the six-year and fifteen-year longevity payments each shall be increased by \$100 per annum. As a result, the longevity payment after six years of service will be \$600 and \$400 more after ten years (total of \$1,000) and \$500 more after fifteen years (total of \$1,500).

Our wage award provides some long-term benefit to the County and its taxpayers. The moderate rate increase results in the outgoing rate (the salary rate on the last day covered by this award) being kept to a minimum. The next round of bargaining will start from the level of the outgoing rate. The panel believes its wage award will not have a detrimental effect on the County's ability to recruit and retain fine police officers. The public has an interest in maintaining the fine police services presently supplied by the Nassau police. Our conclusions might have been different had we envisioned any negative impact on the recruitment and retention of quality police officers.

The panel believes the economic package awarded to the Nassau police officers is fair and reasonable. When adding all the monies generated by our entire wage award over the entire year-and-a-half period, the Nassau police officers will receive slightly more than his/her counterpart in Suffolk County. We have noted previously in this award that the impact of the Suffolk County give backs makes additional comparisons with Suffolk of questionable value.

C. REIMBURSEMENTS

In addition to the salary increases, we believe that certain increases in other benefits also are appropriate. These benefits are all reimbursements to the police officers for job-related expenses.

Effective January 1, 1979, the meal allowance when working twelve consecutive hours of actual work shall be increased from \$5.50 to \$7.50.

Effective June 1, 1979, the mileage reimbursement shall be raised from 17¢ to 21¢ a mile.

Effective January 1, 1980, the required equipment allowance shall be raised \$50 a year from \$350 to \$400 a year.

Effective January 1, 1980, the clothing allowance (this reimbursement only applies to non-uniform members of the bargaining unit) shall be raised \$50 from \$450 to \$500 per annum.

D. OTHER DEMANDS

1) PBA demand #20 asks that all provisions of the prior contract which cover mandatory bargaining subjects be continued in full force and effect. A New York court decision held that the parties to an interest arbitration are not required to execute a collective bargaining agreement incorporating the terms of the arbitration. Therefore, it is possible that this arbitration award will be the only written statement of the various benefits and obligations of the parties. The panel feels it incumbent on themselves to grant PBA demand #20 and have this

award, at least through reference, contain all benefits and contract language effecting the County and its PBA.

Award - All terms and conditions of the 1976-77-78 agreement which constitute mandatory subjects of bargaining shall continue in full force and effect during the term covered by this arbitration award unless otherwise modified by the parties or by this award.

2) All other County and Association demands, that have not been mentioned in this award or have not previously been withdrawn from our jurisdiction, are denied.

In regard to the Association demands, we believe that the salary benefits plus reimbursements we have awarded constitute a fair and equitable package. We are convinced that increasing other existing benefits or providing new benefits is inappropriate at this time.

The County demands primarily dealt with requiring more work time of the police officers. Given the moderate salary rate increase we have awarded, the panel can not additionally give serious consideration to taking previously obtained benefits away from the Association.

This AWARD is agreed to by:

Mark M. Grossman

Daniel Greenwald

Dated:

State of New York

On this day of November, 1979, before me personally came and appeared, MARK M. GROSSMAN and DANIEL GREENWALD, to me known and known to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

VII. SUMMARY OF AWARD

Duration:

January 1, 1979-June 30, 1980

Wages:

- a) effective January 1, 1979 a \$1600 across-the-board salary rate increase
- b) effective January 1, 1980
 - 1) a lump sum one-time payment of \$600 per officer
 - 2) a \$100 longevity increase for officers after 6 years and after 15 years of service

Reimbursements:

- a) effective June 1, 1979, mileage reimbursement increased to 21¢ per mile
- b) effective January 1, 1980
 - 1) \$50 per annum increase in required equipment allowance
 - 2) \$50 per annum increase in clothing allowance
 - 3) increase to \$7.50 meal compensation for 12 consecutive hours of work

CONCURRING OPINION BY DANIEL GREENWALD

PBA MEMBER OF THE ARBITRATION PANEL

As the Patrolmen's Benevolent Association member of the Arbitration Panel, I feel it is necessary for me to make certain comments on the Arbitration Award. Although not to dissent, I feel it both fair and necessary to make such comments on each item that was decided by the Panel.

1. BASIC WORK WEEK AND TOUR OF DUTY (SCHEDULE)

The Panel has decided that there should be no changes in the basic work week or tour of duty of the members of the Bargaining Unit. However, I feel that this decision fails to rectify inequities in the work week that is presently done by the various groups of men in the Nassau County Police Department. Presently, police officers working rotating duty shifts work 232 days a year while police officers on fixed tours work 261 days and detectives work 249 days. This is an obvious inequity.

A police officer is a police officer. The men assigned to fixed tours are placed in those positions because of the necessity to maintain the continuity of available manpower on a business hour basis, that is, Monday to Friday during regular hours. However, these men are not in these positions by choice. If the Department feels it is necessary for them to work these tours, then those men should not be penalized for it. Much the same thing can be said for detectives. It cannot be justified, under the guise of additional salary, that detectives should be required to work more days per year.

The justification for the salaries is in the additional expertise and productivity of the detectives concerned, not the number of tours worked.

Similarly, this holds true for the number of hours of a swing that a detective receives. Detectives face pressures very similar to the police officers and they should enjoy the same number of hours off. The long and strenuous hours both mentally and physically require such rest periods in order for them to recuperate fully before their return to duty.

2. LONGEVITY

No one can doubt that the value of a police officers increases proportionately to his experience. Yet, for many years salaries have increased disproportionately when compared to longevity which has remained fixed since 1970. The amount that has been received as the longevity increase (\$200) certainly cannot withstand any practical evaluation of its relativity to past and present salary increases.

My position is that longevity should be based on a percentage rather than any fixed dollar amount. This percentage has not been set by this award.

3. OFFICERS OF THE ASSOCIATION

This PBA demand has been denied outright. A point must be made on this subject. Sufficient excusal time for the officers of the association is absolutely mandatory for the proper operation of the PBA. The size of the organization and the various necessary duties to be performed by said officers are far too overwhelming to be effectively accomplished by the number of officers that are presently being excused.

4. REQUIRED EQUIPMENT ALLOWANCE

Although the increase of fifty (\$50) dollars in the

equipment allowance was a step in the right direction, this increase certainly cannot conceivably be considered adequate in today's era of rising cleaning costs. This increase should have been substantially greater in order for us to keep the allowance in line with the ever-increasing cost of cleaning and maintenance of uniforms and equipment.

5. WAGE INCREASE

The wage increase that has been awarded is less than 8 percent in the first year and a lump sum payment in the second year. This increase is not even sufficient to maintain the present economic status of the members of the Nassau County Police Department. In an era of spiraling inflation that is well over 10 percent in both the nation and the metropolitan area, our members can least afford to be subjected to wage increases that do not even equal the amount of their economic setbacks.

Although the salary adjustment has been deemed "fair and reasonable," it certainly cannot be actually stated as such when put into the context of today's economy and today's inflation.

6. MEAL ALLOWANCE

The meal allowance that was awarded, an increase of two (\$2) dollars over the present meal allowance, again has the effect of being absolutely behind our present economic situation. Our demand of ten (\$10) dollars for the meal allowance was certainly more appropriate and more closely related to the actual cost of meals today.

7. MILEAGE ALLOWANCE

In today's well-known time of fuel cost increases, the mileage

allowance that has been awarded is possibly the least effective of all of the awards. Although the mileage allowance itself has a rather limited application, its adjustment should accurately reflect the true cost of operating a vehicle on today's highways.

8. CLOTHING ALLOWANCE

Much in line with the equipment allowance, the clothing allowance that has been awarded to members performing duty in plainclothes again does not keep up with the cost of clothing in today's economy. Similar to the cost of equipment, the upkeep of clothing and the purchase of new clothing today has increased dramatically.

Our demand of one thousand (\$1,000) dollars for a clothing allowance would have more accurately compensated the members for their expenditures.

9. TOUR OF DUTY

This PBA demand was also denied. There is no viable reason nor rationale why different tours of duty should exist for various members of the Department. No reason can be given to deny a detective an 8-hour day similar to that performed by those in the uniformed force.

Each and every tour of duty throughout the Department should consist of 8 hours. If overtime is necessary due to police exigencies, then although this is unfortunate, it is necessary evil in running the detective division.

10. ANNUAL VACATION

The vacation entitlement has not been changed by this Arbitration Panel. Yet, we feel that additional vacation for each member of the

service was necessary. As in the case of time-off, all professional police officers must have sufficient rest periods so that they can adjust and refortify themselves physically and psychologically. The sensitivity of our police work is far too demanding and far too important to our society to disregard the necessary recuperative time needed for the individuals involved.

11. EXISTING BENEFITS CLAUSE

Absent a modification of the parties who feel a change is necessary or favorable, retention of existing benefits is imperative to maintain stability, good order and high morale within the Department. Traditionally in this State, bargaining between public servants and their employers has been at arm's length. The existing benefits clause as it now will be incorporated into the contract continues the mandatory subjects of bargaining in full force and effect during the term of this agreement. We feel that this should have been taken one step forward and included within any successor agreement.

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

----- X

In the Matter of Impasse Between

COUNTY OF NASSAU

and

NASSAU COUNTY PATROLMENS BENEVOLENT
ASSOCIATION, INC.

DISSENTING
OPINION

----- X

The undersigned, Thomas F. Delaney, has served as County Representative on the three member binding arbitration panel duly appointed to resolve the impasse in the captioned matter. For reasons hereinafter set forth, the County dissents from certain of the findings contained in the majority opinion and award.

It is gratifying to note that the award recognizes the need for a sharp break in the pattern of escalation ("leap frogging") of basic pay rates that has occurred in recent years. This is illustrated by the following comparison of Suffolk and Nassau County basic pay rates:

	<u>12/31/78</u>	<u>1/1/79</u>	<u>1/1/80</u>	<u>6/30/80</u>	<u>7/1/80-12/31/80</u>
Suffolk	21,000	22,218	23,820	23,820	24,681
Nassau	21,000	22,600	22,600	22,600	22,600 (?)

However, it is disappointing to find that similar recognition has not been accorded the need for holding increases in compensation to a minimum, in view of the financial situation in which the County and its taxpayers find themselves at the present time. The sizeable increase in compensation granted here is not justified by the evidence presented in the lengthy hearings before the panel. The increase in pay exceeds that accorded other County employees, whose salaries have not, even with the increases granted, kept pace with increases in the Consumer Price Index over the past ten years. Police salaries over the same period, have not merely kept pace, but are substantially ahead, despite the inflationary pressures of recent years. Concededly, there has been a "short term change in the cost of living" as stated in the majority award, and its impact has been heavy on the "many Nassau residents with low and moderate incomes [who] already feel substantial weight of the tax burden". It is a safe assumption that the great majority of these taxpayers have not been fortunate enough to stay even with, much less remain ahead of, increases in the cost of living. The average taxpayer in Nassau County earns considerably less than the \$24,321 current average annual pay of the Nassau County Police Officer. [\$21,000 base pay plus \$3,321 in additional miscellaneous compensation items] There may not be legal, but there are practical limitations on

the County's "ability to pay" which are too obvious to require delineation here. Those who govern have an obligation to treat all County employees fairly and equitably in the matter of compensation and benefits, and no one group should be favored over another simply because of greater bargaining "leverage". The test should be what is reasonable and just under the circumstances.

The majority award has seen fit to grant a cash compensation increase "slightly more" than that awarded to the Suffolk County police over the same year and a half period (although the basic pay rates will be substantially lower in Nassau). In the Suffolk award however, substantial "give backs" in terms of time worked were part of the "quid pro quo". The majority award indicates that similar "give backs" would be "meaningless" in Nassau, but the fact is they were meaningful in Suffolk, and Nassau County presented a number of proposals which would have been meaningful in Nassau, none of which was granted by this award.

It is the County's view that this result is another unfortunate example of the workings of the Binding Arbitration provisions of the Taylor Law. Once again it becomes clear that Binding Arbitration hampers real collective bargaining, and just

and reasonable settlements of public employee wage disputes will only occur when final authority and responsibility are restored to local elected officials who must answer to the public.

The County takes particular exception to the increases in longevity pay which is already generous, and for which no scintilla of justification was presented. To apply the word "longevity" to six years of service is something of a misnomer to begin with, and an increase in the \$500 payment already provided after six years of service seems unwarranted. These increases, as the majority well knows, have a ripple effect, since longevity pay is combined with base pay when computing the amount payable for night shift differential, overtime, Holidays and Holiday overtime and severance pay.

It is a source of some satisfaction to find that the award denied all PBA proposals for new benefits, such as a Welfare Fund and Pre-Paid Legal Services, among others. Not only would the granting of additional benefits to the many already provided be unconscionable, it would make even more unfair the failure by the majority award to grant a single one of the County proposals in return for the various compensation increases that make up the award.

In a short time the County must begin to prepare for the negotiations for a contract to begin July 1, 1980. When doing so, it will give due consideration to the comments in this award, especially those bearing on the matter of comparability. The County agrees that village police rates of pay are not normally comparable and that pay comparisons should not be limited to Suffolk County, but should be expanded to include those of other police departments within the State and nation.

Viewing the award in its entirety, the County considers that in some respects it exercises commendable restraint, which hopefully will have an impact on negotiations for a successor contract. Nevertheless, the County must express the opinion that the awarded increases in compensation, unaccompanied as they are by any grant of County proposals (especially in the area of working time) are not supported by the evidence and cannot properly be characterized as "just and reasonable".

What the County got out of this award is a "going out" basic pay rate (i.e. the rate in effect on the expiration date, June 30, 1980) approximately \$2000 lower than the comparable Suffolk County rate that will be in effect from July 1, 1980 until December 31, 1980. The extent to which this will redound to the benefit of Nassau taxpayers will, therefore, ultimately