

4181

NASSAU COUNTY PUBLIC  
EMPLOYMENT RELATIONS BOARD

\* \* \* \* \*

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:

THOMAS J. MACKELL, JR.  
Chairman and Impartial Member

FRANCIS J. O'CONNELL, Esquire  
County Panel Member

DANIEL GREENWALD  
PBA Panel Member

APPEARANCES:

For the Association:  
Richard Hartman, Esquire

For the County:  
Peter A. Bee, Esquire  
Special Labor Counsel  
Bee & DeAngelis

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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 PBA and the County expired on June 30, 1980. This tripartite arbitration panel was established on November 10, 1980 after negotiations and mediation failed to produce a successor contract. The panel was established 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 10 hearings beginning on November 19, 1980 and concluding on January 6, 1981. The record consists of 1,546 pages of transcript and over 82 exhibits, many of which consisted of a few hundred pages or more. Each side submitted a detailed presentation of data in an attempt to prove and substantiate its respective position.

Initially, the PBA raised 31 issues for the panel's consideration. The County presented 13 additional issues. The majority of the issues related to direct payment of money to the police officers, including salary, benefits or reimbursement allowances or they dealt with the required amount of time to be worked. These areas represented the primary focus of the parties during the course of the presentation of evidence to the arbitration panel.

During the course of the arbitration proceedings some issues were withdrawn or it was brought to the arbitration panel's attention that certain issues fell out of or beyond its jurisdiction for various reasons. As a result, the panel dealt with the remaining demands of the parties.

Subsequent to the formal hearings, meetings and various conversations were held between the members of the panel in an effort to continue deliberations. During these occasions both the panel member representing the PBA and the panel member representing the County had ample opportunity to present their positions. At some point it was apparent that discussions had been exhausted and it ultimately appeared that there would not be unanimity.

## II. BACKGROUND

Nassau County comprises about 300 square miles, with a population of approximately 1.4 million. The governmental units within the County consist of 3 towns, 2 cities and 64 incorporated villages.

The Nassau County police force is comprised of approximately 3,450 law enforcement officers. Approximately 3,000 officers and detectives are represented by the PBA.

Major salary and fringe benefit levels as of the end of the previous contract (June 30, 1980) are as follows:

- 1) Base salary- \$22,600  
(attained after 4 years of service)

- 2) Longevity - \$600 after 6 years of service.  
                   \$400 additionally, after 10 years of  
                                   service (a total of \$1,000)  
                   \$500 additionally, after 15 years of  
                                   service (a total of \$1,500)  
                   \$50 additional for each year thereafter  
                                   up to retirement or termination.
- 3) Tours of Duty - Officers are assigned to various  
                                   tour schedules, such as:  
           Police Officers - 2 Tour (250 tours)  
           Police Officers - 3 Tour (234 tours)  
           Police Officers - fixed tour (262 tours)  
           Detectives - 3 Tour (243 tours)  
           Detectives - fixed tour (262 tours)
- 4) Holiday Pay - Officers receive 13 paid holidays  
           (An arbitrator granted Martin Luther King  
           Day during the course of this panel's  
           deliberations making it the 13th paid holiday)  
           They were calculated as follows:

$$\frac{\text{Base \& Longevity}}{261} \times 12 = \$ \underline{\hspace{2cm}}$$

The average length of service is 11 years  
 and those officers would receive about  
 \$1,085 per year in holiday pay.

The average length of service is currently 11 years for the Nassau County police force. Based on this average, the total cash directly paid to the average police officer was \$26,740. Retirement, Social Security and health and dental costs increase the cost to the County by about 48% per employee per year. The expiring contract also provided for grievance procedures, death benefits, vacation time, overtime, and various and other miscellaneous items.

### III. THE PARTIES' POSITIONS

Both parties presented very extensive evidence, testimony and arguments to support their respective positions and demands. The PBA's position focused on comparability with local similar police jurisdictions and on the County's ability to pay. The PBA declared that the only proper comparisons were with other similar police departments. They specifically utilized the County of Suffolk and the villages of Nassau County as their comparisons for proposed salary increases and other conditions of employment. The PBA asserted that these jurisdictions be exclusively examined as comparable to Nassau County. The PBA presented extensive evidence relative to the various educational, physical and mental qualifications required for the job, in addition to emphasizing the mental and physical hazards of police work.

The County, on the other hand, emphasized its position relative to its ability to pay and presented extensive data on police jurisdictions outside of the bi-county area, in addition to highlighting the particulars of other collective

bargaining settlements within the County for comparison purposes. Witnesses presented numerous examples of wage and fringe benefit levels as substantiation for the positions of both sides.

The parties also provided extensive historic details of their particular collective bargaining relationship for the panel's edification.

The panel carefully considered all of the wage, fringe benefit, and conditions of employment data of the specific locales and jurisdictions submitted in addition to the County's ability to pay. Data was also submitted by the parties and considered by the panel which dealt with the cost of living and inflationary conditions. The panel also carefully studied the extensive briefs submitted by the respective experts of the parties on the issue of the ability to pay.

This review and study of all of the data and issues was made in accordance with the established criteria set forth by statute as follows:

- (v) the public arbitration panel shall make a just and reasonable determination of the matters in the dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:
  - a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

b. the interests and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The panel also gave careful and serious consideration to all of the above as it specifically relates to the best interest of the public, namely the residents of Nassau County.

Taking all of these factors into consideration the panel's recommendations are made in the spirit of maintaining the high quality of an adequate police force in order to provide the best police coverage for the people of this large County.

#### IV. OPINION AND ANALYSIS

This particular collective bargaining relationship has been the focus of widespread public attention for many years. In the instant round of negotiations for the expired contract both parties alleged that neither side was bargaining in good faith. It is difficult in issuing an award such as this to predict what the next round of negotiations will produce. But it is hoped that the parties will approach the bargaining table the next time in an attempt to avoid an impasse through realistic, meaningful and diligent negotiations. The interest

arbitration procedure has become a normal occurrence in the Nassau County-PBA collective bargaining relationship. The collective bargaining process is fascinating and flexible and as such should enable the parties to determine where they are in their relationship and provide the impetus to jointly determine where they will proceed in terms of their negotiated collective bargaining agreement in the future.

Collective bargaining is a process that is designed to enable the parties to compromise in a legitimate and substantive fashion in order to enable them to arrive at an equitable accord. We, therefore, urge the parties to make a sincere effort and attempt to successfully negotiate their next contract. With that thought in mind, we suggest that negotiations begin at least three months prior to the expiration of the contract.

The work performed by policemen, to protect the public's safety and welfare, is difficult and frequently dangerous to their well-being. With this as a back-drop the panel's objective was to clarify the demands and counterdemands, group them for purposes of easier consideration and focus attention on the salient issues of the dispute.

As recited above, the panel applied the statutory criteria in evaluating the tremendous volume of evidence submitted. It was an extremely complex and time consuming task. Certain of the evidence produced consisted of substantive briefs relative to the ability to pay. The parties argued, in great detail, the issue of comparability or tandem relationships to various jurisdictions. Some of these jurisdictions were of close geographic proximity and others were not.

Questions were raised during the hearings as to the appropriateness of specific jurisdictions for the purpose of determining comparability. Previous arbitration panels had wrestled with this issue on sundry occasions. Ultimate determination was no easy task. Unfortunately, it is not as simple as the flip of a coin. The panel recognizes that the decision carries with it questions, issues and concepts of what collective bargaining is, and should be, that have serious and far-reaching implications.

The key to better relations is an earnest desire and disposition by the parties to make their collective bargaining more constructive and effective, sincere and harmonious. An attempt to find and emphasize points of concord and to exploit them in burying the bones of contention between the parties is most difficult. It is, however, so important for each side to try and understand why the other side feels as it does. But in the last analysis the making of an agreement is primarily the responsibility of the parties. The panel considered the outlook, atmosphere, and attitudes of the parties, in addition to all of the data submitted in making its recommendations.

Our award covers an eighteen month period beginning on July 1, 1980 and terminating on December 31, 1981. Any period shorter than that would have required the parties to enter into immediate negotiations. The duration of this contract will offer the parties a "breather" and enable them to give serious consideration to how they want to proceed in this relationship when they approach the bargaining table in the future.

The panel has attempted to balance the needs of the County in order to maintain the essential services of police protection for its citizens without overburdening the County's financial obligations, and at the same time to provide for the economic needs of its police officers. The result is based on the sincere attempt of the panel to render an equitable and responsible award predicated on all of the facts presented.

V. AWARD

1. PBA Demand # 3 is granted, but only to the extent that detective pay shall be prospective only, and only after nine months of the detective assignment.
2. PBA Demand #4 (a) is denied.  
PBA Demand #4 (b) is granted effective as of the date of the Award.
3. PBA Demand #7 is granted, but only to the extent that the present system of advisory grievance arbitration shall continue; however with respect to grievances filed on or after the date of this Award, if the County does not act upon an advisory award within 60 days, said advisory award shall be binding.
4. PBA Demand #11 is granted, but only to the extent that the parties are directed to establish a joint committee, within 60 days of the date of this Award, to consist of three members each, to study the issues relevant to providing a life insurance plan for police

officers, which will be contributory on the part of employees and the County.

5. PBA Demand #19 is granted, but only to the extent that on and after the date of this Award, an employee who is injured due to a line-of-duty injury shall, for a period of 60 days, be continued in the same squad and receive all benefits to which he would otherwise ordinarily be entitled had he still been on active duty. This shall include, but not be limited to, continuation of the additional holiday compensation which the employee would have received had he been scheduled to actually work on a holiday.
6. PBA Demand #21 is granted, but only to the extent that the parties are directed to establish a joint committee within 60 days of the date of this Award, to consist of three members each, to study the availability of providing for the payment of severance checks to third-party funds eligible for deferred compensation tax benefits.
7. PBA Demand #29 is granted to the extent of deleting the present 2 year limitation as of the date of this Award.
8. PBA Demand #30 is granted as of the date of this Award, but employment in the security or law enforcement field shall be subject to the prior approval

of the Commissioner of Police.

9. PBA Demand #31 is not addressed by this Award since it is still subject to a final ruling by the NYS PERB that such Demand constitutes a mandatory subject of bargaining.
10. County Demand #4 is granted as of the date of this Award, but only to the extent that an employee under internal investigation shall not be paid for overtime spent during such investigation, except that an employee who is found not guilty shall be given back pay for such overtime.
11. County Demand #7 is granted, but only to the extent that employees hired on or after the date of this Award shall have a maximum accumulation of 100 working days (i.e., 50% of 200 days) of accumulated sick leave included in their severance check.
12. County Demand #8 is granted as of the date of this Award, except that payments shall continue to be made for absences due to illness or injury.
13. PBA Demand #12 is granted, but only to the extent that effective as of the date of this Award, longevity shall be changed to reflect the following amounts:
  - after 6 years: \$600
  - after 10 yrs: \$400 addt'l (\$1000 total)

after 15 yrs:	\$500 addt'l (\$1500 total)
after 16 yrs:	\$100 addt'l (\$1600 total)
after 17 yrs:	\$100 addt'l (\$1700 total)
after 18 yrs:	\$100 addt'l (\$1800 total)

Each year thereafter, an additional \$50 per year, up to and including the year of retirement or termination of service.

14. PBA Demand #20 is granted, but only to the extent that the present Equipment allowance shall be increased by \$75.00 per man per annum, effective April 1, 1981.

15. PBA Demand #2 is granted, but only to the extent that the present clothing allowance shall be increased by \$100.00 per man per annum, effective April 1, 1981.

16. PBA Demand #27 is granted, but only to the extent that all annual base pay rates will be increased as follows:

- a) Effective 7/1/80, \$920 into the base annual rate.
- b) Effective 1/1/81, \$920 into the base annual rate.
- c) Effective 7/1/81, \$460 into the base annual rate.

d) The net effect of the above wage award is that an employee covered by the agreement will receive \$460 more in wages for the period July 1, 1980 through December 31, 1980 than he would have received under the prior \$22,600 base rate provided he worked full-time, and an employee covered by the agreement will receive \$920 more in wages for the period January 1, 1981 through June 30, 1981 than he would have received under the prior \$22,600 base rate provided he works full-time, and an employee covered by the agreement will receive \$1,150 more in wages for the period July 1, 1981 through December 31, 1981 than he would have received under the prior \$22,600 base rate provided he works full-time.

e) In addition to the above, all employees covered by this agreement shall receive a one time lump sum payment of \$460 which shall not be includible in base pay for any purpose. Such payment will be made as soon as practicable after the date of this award.

17. PBA Demand #22 is granted, but only to the extent that the present 200 day limitation on payment of accumulated sick leave on termination of employment shall be increased to 235 days effective as of the date of the Award.
18. County Demand #1 is granted, but only to the extent that employees hired on or after the date of this Award shall have a maximum vacation of only 25 vacation days per year. Vacation for the first 5 years of service shall continue to be 20 days per year.
19. All other Demands of both parties are denied.
20. The term of this Award shall be July 1, 1980 to December 31, 1981.

DATED: March 26, 1981

  
 Thomas J. Mackell, Jr., Chairman  
 and Impartial Member

STATE OF NEW YORK     )  
                                   ) ss:  
 COUNTY OF NASSAU     )

On this 24th day of March, 1981 before me personally came and appeared Thomas J. Mackell, Jr., to me known and known to me to be the individual described in and who executed the foregoing instruments and he acknowledged to me that he executed same.

LANCE W. ELDER  
 NOTARY PUBLIC, State of New York  
 No. 1037935  
 Qualified in Nassau County  
 Commission Expires March 31, 1982

  
 Notary Public

Francis J. O'Connell  
Francis J. O'Connell, Panel  
Member (Concurring in Award)

STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NASSAU     )

On this 24th day of March, 1981, before me personally came and appeared Francis J. O'Connell, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

LANCE W. ELDER  
NOTARY PUBLIC, State of New York  
No. 1097598  
Qualified in Nassau County  
Commission Expires March 30, 1981

Lance W. Elder  
Notary Public

\_\_\_\_\_  
Daniel Greenwald, Panel  
Member (Dissenting in Award)

STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NASSAU     )

On this 24th day of March, 1981, before me personally came and appeared Daniel Greenwald, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

\_\_\_\_\_  
Notary Public

*James Kelly*

ASSAU COUNTY  
PUBLIC EMPLOYMENT RELATIONS BOARD

PETITION FOR ARBITRATION

(THIS PETITION DIRECTLY INVOLVES  
A POLICE DEPARTMENT)

Case No.:  
Date Filed: October 14, 1980

(1) PETITIONER:

- a) Patrolmen's Benevolent Association of the County of Nassau
- b) Address: RICHARD HARTMAN, ESQ.  
300 Old Country Road  
Mineola, NY 11501  
(516) 742-9000
- c) Representative filing Petition: Richard Hartman, Esq.

(2) PUBLIC EMPLOYER OR EMPLOYEE GROUP WITH WHOM AN IMPASSE EXISTS:

- a) County of Nassau
- b) Address: One West Street, Mineola, New York, 11501
- c) Labor representatives: PETER BEE, ESQ.  
Labor Counsel  
Bee & DeAngelis  
150 Old Country Road  
Mineola, NY 11501  
(516) 746-5599

-and-

VITO COMPTIELLO, Director  
Office of Employee Relations  
Nassau Community College  
Building "K"  
Garden City, NY 11550  
(516) 222-7496

(3) HISTORY OF IMPASSE:

Impasse declared:

- a) By whom: P.B.A.
- b) Mediator: MARTIN SCHEINMAN
- c) Date Appointed: June 19, 1980

(4) THE P.B.A. SEEKS TO ACHIEVE ALL THE P.B.A. DEMANDS LISTED FOR ARBITRATION AS THEY PRESENTLY READ, AND TO REJECT ALL COUNTY DEMANDS IN ANY FORM.

(5) THE FOLLOWING ITEMS ARE SUBMITTED TO ARBITRATION WITH THE P.B.A.'S POSITION:

1. BASIC WORKWEEK AND TOUR OF DUTY (Schedule) - All employees shall be guaranteed a weekly work schedule which provides for no greater than 232 days and no greater than 1856 hours per year.
2. CLOTHING ALLOWANCE - Any employee, assigned to perform duty in plain-clothes by order of the Commissioner of Police for a continuous period of not less than three (3) month, shall receive additional compensation in lieu of clothes, pro-rated bi-weekly, at the annual rate of One Thousand (\$1,000.00) Dollars.
3. DETECTIVE STATUS - If an employee is assigned to a position in the detective division for a period of six (6) months, he shall automatically become entitled to detective status upon the expiration of such period.
4. DISCIPLINARY PROCEDURES -
  - a) Employees served with charges shall be entitled to use the grievance arbitration provisions of the contract wherein the final determination as to guilt or innocence and punishment, if any, will be made pursuant to binding arbitration.
  - b) The employee under internal investigation shall have the right to have present, during the period of interrogation, a PBA representative and/or attorney. The determination as to whether or not he shall have either or both a representative and/or an attorney shall be solely within the discretion of the employee. This provision shall apply to both criminal and administrative internal investigations.
5. DURATION OF AGREEMENT - This Agreement shall be effective from July 1, 1980, and shall continue in full force and effect until and including June 30, 1981.
6. SEE SECTION UNDER WITHDRAWN ITEMS.

7. GRIEVANCE PROCEDURES - After the Commissioner of Police makes his determination regarding a grievance relating to contractual violations, the grievance may be taken to binding arbitration. The arbitrator shall be selected by consent of both sides from the Nassau County Public Employment Relations Board or from any panel or source satisfactory to both the PBA and the Department. Costs of all grievance procedures shall be jointly borne by the County and the PBA.
8. HEALTH INSURANCE - The County shall provide the full cost, with no contributions from the employee, for either individual or family coverage, for any health insurance option including but not limited to HMO.
9. HOLIDAY PAY - For an employee who actually works on a day observed as a holiday and which is his regularly scheduled workday, his compensation shall include, in addition to his regular day's pay and holiday pay, for all hours worked compensation payable at the rate of his base annual salary divided by (the number of days a year the employee is scheduled to work x 8) for each hour worked.
10. HOLIDAYS (Number Compensated For) - Employees shall receive their regular compensation for the following fifteen (15) holidays:
 

1. New Year's day	8. Independence Day
2. Martin Luther King Day	9. Labor Day
3. Lincoln's Birthday	10. Yom Kippur
4. Washington's Birthday	11. Columbus Day
5. Easter	12. Election Day
6. Memorial Day	13. Veteran's Day
7. Flag Day	14. Thanksgiving Day
	15. Christmas Day
11. INSURANCE (Life) - An employee, whether active or retiring, shall receive a paid life insurance policy in the amount of One Hundred Thousand (\$100,000.00) Dollars, with a double indemnity clause in the event of accidental death, payable to his beneficiary or, if none, to his estate, in addition to any other benefits to which he is presently entitled.
12. LONGEVITY (Amounts) - An employee shall be entitled to a longevity payment of five (5%) percent of his base annual salary after five (5) years of completed service and an additional one (1%) percent of his base annual salary for every year of completed service thereafter.
13. SEE SECTION UNDER AGREED ITEMS.
14. SEE SECTION UNDER WITHDRAWN ITEMS.
15. NIGHT DIFFERENTIAL - Night differential compensation shall be included in an employee's base salary for the purpose of the computation of over-time (cash or compensatory time), additional holiday pay, travel time, stand-by time, etc.

16. OFFICERS OF ASSOCIATIONS -
- a) The President and the other members of the Board of Governors of the Patrolmen's Benevolent Association and the President and the other officers of the Detectives Association shall be excused full time from their regular duties without loss of pay or benefits to administer this Agreement.
  - b) Delegates of the Patrolmen's Benevolent Association and of the Detectives Association shall be excused one day per week from their regular duties without loss of pay or benefits to administer this Agreement.
17. OVERTIME - Paid overtime compensation shall be at the rate of the employee's base annual salary divided by  $\frac{2}{3}$  (the number of days the employee is scheduled to work per year x 8). This provision shall apply to the computation of all benefits calculated in base salary which shall include but not be limited to night differential, holiday pay, travel time, termination pay, pay for unused sick leave, etc.
18. PERSONAL LEAVE DAYS - An employee shall be entitled to eight (8) days on which he may absent himself for the purpose of taking care of and providing for his business affairs, family affairs and other personal problems which shall not, however, include absence for funerals or illnesses.
19. PRESERVATION OF BENEFITS - An employee, who is on sick leave due to a line-of-duty or non-line-of-duty injury or illness, shall be continued in the same squad and receive all benefits to which he would ordinarily be entitled had he still been on active duty. This section shall include but not be limited to the continuation of the additional holiday compensation which the employee receives for working on a holiday which will be paid to the employee on sick leave if he would otherwise have been working on that day were it not for his absence.
20. REQUIRED EQUIPMENT ALLOWANCE - 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 (\$1,000.00) Dollars for every calendar year.
21. SEVERANCE PAY (Method of Payment) - An employee may elect to have any severance pay, to which he may become entitled upon separation from service, payable to a third party or fund. For the purposes of this section, severance pay shall include but not be limited to termination pay, pay for unused sick leave and accrued vacation pay.
22. SICK LEAVE - An employee or his legal representative shall be paid, in a lump sum, the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent thereof with no limitation on the total number of days payable.
23. SOCIAL SECURITY BENEFITS - The County shall pay the employer's and the employee's contribution for social security benefits.

24. TERMINATION PAY (Lump Sum At Retirement) - An employee, his named beneficiary or, if none, his legatee or devisee, shall be entitled to cash payment for accumulated terminal leave computed on an entitlement basis of eight (8) days for each year of completed service.
25. VACATION (Entitlement Annually) - The authorized annual vacation period granted to employees, after one continuous year of service, shall be as follows:
  - 1) From one (1) year 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.
26. VETERANS (Additional Holiday Entitlement) - An employee, who is a veteran and works on either Memorial Day or Veteran's Day, shall be compensated by an additional day off in addition to his annual holiday compensation.
27. WAGE INCREASE (Basic) - All members of the P.B.A. bargaining unit shall receive an across the board wage increase of Five Thousand (\$5,000.00) Dollars.
28. WELFARE FUND - The Association shall be entitled to an amount computed by multiplying the number of active and retiring employees by One Thousand (\$1,000.00) Dollars per calendar year and which shall be considered a Welfare Fund. By retiring employees, this term shall include all employees who retire on service credit, accidental disability or ordinary disability retirement benefits at all times from the Nassau County Police Department. The purposes of the Welfare Fund shall be for provisions 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, and a pre-paid legal program.
29. BLOOD DAYS - An employee shall be entitled to accumulate blood days without limitation as to number or duration of time for which they are accumulated, and the present two (2) year limitation shall be deleted from the Contract.
30. OUTSIDE EMPLOYMENT - An employee shall be entitled to engage in any type of outside employment, not otherwise prohibited by law, without prior approval of the Commissioner of Police or his designee and shall only be required to notify the Commissioner or his designee after beginning employment.

(6) THE FOLLOWING ITEMS WERE WITHDRAWN BY THE P.B.A.:

1. (formerly Demand No. 6) - EXISTING BENEFITS CLAUSE - All terms and conditions of the previous contract, unless otherwise deleted or modified by mutual agreement, shall be continued in full force and effect in any new Contract.
2. (formerly Demand No. 14) - MINIMUM MANNING - The Police Department shall provide minimum manning at a level which shall be equal to or greater than the level at which denials are made for personal days or compensatory days off due to a short roll call.

(7) THE FOLLOWING ITEMS HAVE BEEN AGREED OR COMPROMISED:

1. (formerly Demand No. 13) - MILEAGE ALLOWANCE - The County has agreed that the mileage allowance shall be the same as that presently or in the future provided for members of the CSEA bargaining unit.

(8) THE FOLLOWING ARE THE PROPOSALS OF THE COUNTY:

1. VACATION (New Employees) - Employees hired on or after July 1, 1980, shall earn vacation at the rate of one-half (1/2) day per bi-weekly pay period of service. On the anniversary day of each year of actual completed service, the employee shall be credited with one additional day for each year of service up to a maximum of 22 days.
2. SICK LEAVE (New Employees) - Employees hired on or after July 1, 1980, shall earn sick leave at a rate of one-half (1/2) day per bi-weekly pay period of service. The maximum accumulation shall be 190 days.
3. WORK TOUR - The County shall have the right to schedule rotating tour employees to work up to 248 hours or 1984 hours per year without payment of any additional compensation whatsoever.
4. OVERTIME (Disciplinary Procedures) - To expand the restriction on overtime compensation related to disciplinary procedures to include internal investigation.
5. TURN-OUTS - To expand the present two turn-outs to three without any additional compensation or compensatory time for the third turn-out.
6. EXTENDED ASSIGNMENTS (Training) - To permit a change of tour, without the payment of overtime when done for the purpose of training, even where such training is for less than five (5) days.

7. TERMINATION PAY -

- a) Eliminate terminal leave for employees hired on or after July 1, 1980.
- b) The dollar value of all accumulations of time for which an employee may be paid at severance shall be "frozen" as of July 1, 1980. Thereafter, all such time shall accumulate at the dollar value in effect at the time earned.
- c) Use of time shall be based on a first in - first out system.

8. NIGHT SHIFT DIFFERENTIAL - There shall be no payment of night shift differential when an employee is on authorized leave, such as vacation, sick leave, etc.

9. The County shall release employees (to be designated by the PBA) for union activities on the basis of one (1) hour off per week for each twenty-five (25) employees represented. No other time off for union activities shall be permitted except:

- 1) time off for actual Contract negotiations
- 2) time off for grievance hearings
- 3) time off for disciplinary hearings.

Such additional time shall be utilized by employees designated by the PBA, and shall be scheduled at the mutual convenience of the PBA and the County.

10. UNION OFFICIALS - Eliminate Section 10.7 from the Contract (Night Shift Differential, etc., for union officers).

11. WAGE SCHEDULE - For employees hired on or after July 1, 1980, the salary schedule shall be as follows:

1) starting	\$17,180
2) 1 year or more of service	18,464
3) 2 years or more of service	19,981
4) 3 years or more of service	21,527
5) 4 years or more of service	22,600
6) 5 years or more of service	open

12. Equipment allowance money shall be paid on a reimbursement voucher system.

13. RETIREMENT PLAN FOR NEW EMPLOYEES - A retirement plan for new employees which would change retirement benefits shall be submitted by the County.

(9) NO PROPOSALS OF THE COUNTY HAVE BEEN WITHDRAWN.

Respectfully submitted,

RICHARD HARTMAN, ESQ.  
Attorney for the Nassau County PBA  
300 Old Country Road  
Mineola, NY 11501  
(516) 742-9000

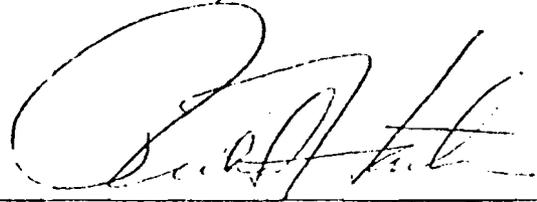
STATE OF NEW YORK)

:ss

COUNTY OF NASSAU )

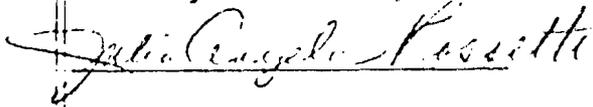
RICHARD HARTMAN, being duly sworn, deposes and says:

That he is the representative of the petitioning party and that he has read this Petition consisting of this and seven (7) additional pages and is familiar with all the facts alleged, which facts he knows are true, except as to those matters alleged on information and belief, which matters he believes to be true.



RICHARD HARTMAN

Sworn to before me this  
12th day of October, 1980.



JULIA ANGELA ROSSETTI  
Notary Public, State of New York  
No. 30-4125406  
Qualified in Nassau County  
Commission Expires March 30, 1981

NASSAU COUNTY  
PUBLIC EMPLOYMENT RELATIONS BOARD

RESPONSE TO  
PETITION FOR ARBITRATION

Case No.:  
Date Filed:

1) Respondent:

- a) County of Nassau
- b) Address: One West Street  
Mineola, New York 11501
- c) Labor Representatives:

Peter A. Bee, Esq.  
Special Labor Counsel  
BEE & DeANGELIS  
150 Old Country Road  
Mineola, New York 11501  
(516) 746-5599

Vito A. Competiello, Director  
Office of Employee Relations  
Building "K"  
Nassau Community College  
Garden City, New York 11530  
(516) 222-7496

2) Employee Group With Whom An Impasse Exists:

- a) Patrolmen's Benevolent Association  
of the County of Nassau
- b) Address: Richard M. Hartman, Esq.  
300 Old Country Road  
Mineola, New York 11501  
(516) 742-9000

3) History Of Impasse:

- Impasse Declared:
- a) By Whom: P.B.A.
  - b) Mediator: Martin Scheinman
  - c) Date Appointed: June 19, 1980

- 4) The County takes the following positions with respect to the following P.B.A. Demands:

<u>Demand Number</u>	<u>Position</u>
1 - 30	The County rejects these demands. It is the County's position that the wage and benefit package embodied in the current collective bargaining agreement between the County and the P.B.A. is more than generous.

- 5) The following items are submitted to Arbitration with the County's position:

1. VACATION (New Employees) - Employees hired on or after July 1, 1980, shall earn vacation at the rate of one-half ( $\frac{1}{2}$ ) day per bi-weekly pay period of service. On the anniversary day of each year of actual completed service, the employee shall be credited with one additional day for each year of service up to a maximum of 22 days.
2. SICK LEAVE (New Employees) - Employees hired on or after July 1, 1980, shall earn sick leave at a rate of one-half ( $\frac{1}{2}$ ) day per bi-weekly pay period of service. The maximum accumulation shall be 190 days.
3. WORK TOUR - The County shall have the right to schedule rotating tour employees to work up to 248 hours or 1984 hours per year without payment of any additional compensation whatsoever.
4. OVERTIME (Disciplinary Procedures) - To expand the restriction on overtime compensation related to disciplinary procedures to include internal investigation.
5. TURN-OUTS - To expand the present two turn-outs to three without any additional compensation or compensatory time for the third turn-out.
6. EXTENDED ASSIGNMENTS (Training) - To permit a change of tour, without the payment of overtime when done for the purpose of training, even where such training is for less than five (5) days.

7. TERMINATION PAY -

- a) Eliminate terminal leave for employees hired on or after July 1, 1980.
- b) The dollar value of all accumulations of time for which an employee may be paid at severance shall be "frozen" as of July 1, 1980. Thereafter, all such time shall accumulate at the dollar value in effect at the time earned.
- c) Use of time shall be based on a first in - first out system.

8. NIGHT SHIFT DIFFERENTIAL - There shall be no payment of night shift differential when an employee is on authorized leave, such as vacation, sick leave, etc.

9. UNION ACTIVITIES - The County shall release employees (to be designated by the P.B.A.) for union activities on the basis of one (1) hour off per week for each twenty-five (25) employees represented. No other time off for union activities shall be permitted except:

- 1) time off for actual Contract negotiations
- 2) time off for grievance hearings
- 3) time off for disciplinary hearings.

Such additional time shall be utilized by employees designated by the P.B.A., and shall be scheduled at the mutual convenience of the P.B.A. and the County.

10. UNION OFFICIALS - Eliminate Section 10.7 from the Contract (Night Shift Differential, etc., for union officers).

11. WAGE SCHEDULE - For employees hired on or after July 1, 1980, the salary schedule shall be as follows:

- |                               |          |
|-------------------------------|----------|
| 1) starting                   | \$17,180 |
| 2) 1 year or more of service  | 18,464   |
| 3) 2 years or more of service | 19,981   |
| 4) 3 years or more of service | 21,527   |
| 5) 4 years or more of service | 22,600   |
| 6) 5 years or more of service | open     |

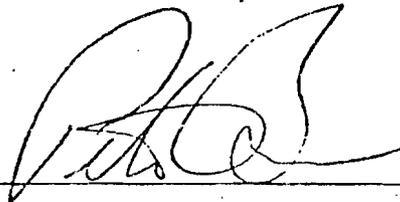
12. EQUIPMENT ALLOWANCE - Equipment allowance money shall be paid on a reimbursement voucher system.

13. See section under withdrawn items.
- 6) The following item is hereby withdrawn by the County simultaneously with the filing of this Answer.
13. Retirement Plan for New Employees - A retirement plan for new employees which would change retirement benefits shall be submitted by the County.
- 7) The County agrees that the P.B.A.'s listing of P.B.A. demands presented for Arbitration (P.B.A. Petition, paragraph 5); items withdrawn by the P.B.A. (P.B.A. Petition, paragraph 6); items agreed or compromised (P.B.A. Petition, paragraph 7); constitute an accurate listing, but notes that the listing of County demands presented for Arbitration (P.B.A. Petition, paragraph 8; County Response, paragraph 5) and County items withdrawn (P.B.A. Petition, paragraph 9; County Response, paragraph 6) differ.
- 8) The County has filed an Improper Practice Charge against the P.B.A., pertaining to the arbitrability of the continuation of non-mandatory provisions of the current collective bargaining agreement.

STATE OF NEW YORK )  
                          ) ss.:  
COUNTY OF NASSAU )

PETER A. BEE, being duly sworn, deposes and says:

That he is the representative of the responding party and has read the response and is familiar with all the facts alleged, which facts he knows are true, except to those matters alleged on information and belief, which matters he believes to be true.



\_\_\_\_\_  
Peter A. Bee

Sworn to before me this

*27th* day of *October*, 1980.

*Melaine B. McAlonan*  
\_\_\_\_\_  
Notary Public

MELANIE B. McALONAN  
Notary Public, State of New York  
No. 50-4712207  
Qualified in Nassau County  
Commission Expires March 30, 1982 *P2*



N.Y. STATE EMPLOYMENT  
RELATIONS BOARD  
R E G I S T E R E D  
NOV 27 1979

RESEARCH

PROVISIONS OF THE PROPOSED 1979 AGREEMENT

BETWEEN

THE NASSAU COUNTY PATROLMEN'S BENEVOLENT ASSOCIATION

AND

THE COUNTY OF NASSAU

DANIEL GREENWALD  
PRESIDENT

NOVEMBER 23, 1979

NOV 27 1979  
STATE DIRECTOR

The following constitutes a summary of the Agreement between the Nassau County Patrolmen's Benevolent Association and the County of Nassau, which contract is a combination of demands of both sides agreed between the parties prior to binding arbitration and those demands given as part of the arbitration award. All of the following provisions, unless otherwise specified, will be retroactive to January 1, 1979. All benefits enjoyed in 1978, unless otherwise specified, shall be made part of the new Agreement.

1. DURATION OF AGREEMENT - This Agreement shall be effective from January 1, 1979 and shall continue in full force and effect until and including June 30, 1980.
2. WAGE INCREASE - Effective January 1, 1979, all members shall receive a retroactive increase of one thousand six hundred (\$1,600) dollars. (Police Officer base salary as of 1/1/79 will equal twenty-two thousand six hundred (\$22,600) dollars.) All members on the payroll on January 1, 1980 shall receive a lump sum payment of six hundred (\$600) dollars.
3. LONGEVITY - As of January 1, 1980, longevity shall be increased from five hundred (\$500) dollars to six hundred (\$600) dollars after six years of service, from nine hundred (\$900) dollars to one thousand (\$1,000) dollars after ten years of service, and from one thousand three hundred (\$1,300) dollars to one thousand five hundred (\$1,500) dollars after 15 years of service and fifty (\$50) dollars per year thereafter to a maximum of two thousand five hundred (\$2,500) dollars.
4. REQUIRED EQUIPMENT ALLOWANCE - As of January 1, 1980, the required equipment allowance shall be increased from three hundred fifty (\$350) dollars to four hundred (\$400) dollars.
5. CLOTHING ALLOWANCE - As of January 1, 1980, the clothing allowance shall be increased from four hundred fifty (\$450) dollars to five hundred (\$500) dollars.
6. MILEAGE ALLOWANCE - As of June 1, 1979, the mileage allowance shall be increased from seventeen cents (\$.17) to twenty-one cents (\$.21) per mile.
7. MEAL COMPENSATION - As of January 1, 1979, the overtime meal compensation shall be increased from \$5.50 to \$7.50.
8. INCENTIVE DAYS - As of January 1, 1979, two (2) days rather than one (1) day shall be added to the personal leave of an employee who has not used any sick leave during a year.

18. SWITCHING OF TOURS - There must be at least 100 additional police personnel switched for the department to avail themselves of the present contractual section allowing for the switching of tours without penalty.
19. EXTENDED ASSIGNMENTS - There is a guarantee that any extended assignments, which involve training, court appearances, or schooling, will be for a one (1) week minimum basis. The County shall be penalized if the assignment lasts less than one week, and their tours have been switched.
20. LANGUAGE CLARIFICATIONS
  - (a) County's right to visit sick employees after 5 p.m. if Commissioner has reasonably and personally directed.
  - (b) Mileage allowance shall be paid when an employee uses his own vehicle in another precinct but not within the same precinct.

#### ANALYSIS

When this award and contract is compared to the one just recently completed in Suffolk County, the following conclusions are reached:

1. While the Suffolk County PBA had several give-ups including diminution of benefits and increase in days worked for new employees, straight time overtime under certain conditions, loss of blood days, etc., the Nassau County PBA had no give-ups of any type.
2. In comparison with Suffolk County, members will receive exactly one (1) dollar more over this 18-month period in base salary in their pockets. This is computed as follows:

The \$22,600 base salary will produce money in the pocket of \$3,000 over the 18-month period. Annualized increase = \$1,600 (\$22,600 - \$21,000);  $1\frac{1}{2} \times \$1,600 = \$2,400$ . To this we add the \$600 lump sum payment for a total of \$3,000.

We have to now negotiate a six-month agreement which increases our base salary to the level of Suffolk County commencing July 1, 1980. We will have then attained the same base salary rate of \$24,681 as Suffolk County, but without any give-ups, with better fringe benefits, and with the same money in the pocket.

9. HOLIDAY WHEN ON VACATION - As of January 1, 1979, if a holiday falls on a day during an employee's vacation, the employee shall not be charged for such vacation day, or alternatively shall be granted eight (8) hours compensatory time at the employee's option.
10. NIGHT DIFFERENTIAL - As of January 1, 1979, hours worked contiguous with and at the completion of the 4-12 tour, and hours worked contiguous with the 12-8 tour, shall be eligible for night differential.
11. COLLEGE EDUCATION FOR DEPENDENTS - Any child of an employee, who dies while an active member of the department, shall, if otherwise qualified, be entitled to a full tuition scholarship to Nassau Community College. This section shall apply to the children of employees who died in the line of duty on or after January 1, 1974 and to the children of employees who suffer ordinary death on or after the date of the signing of this agreement.
12. OFFICERS OF ASSOCIATION - Whenever an officer of the PBA of DAI is unable to perform his duties due to illness or injury, another member may be designated by the Association during that period.
13. EXISTING BENEFITS CLAUSE - 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.
14. COMPREHENSIVE LIABILITY INSURANCE - An employee shall be entitled to comprehensive liability insurance in one (1) direction when travelling to court, hearings, etc., even if such appearance extends so as to become contiguous with his regularly scheduled tour of duty.
15. CONFIDENTIALITY - The County shall not disclose to any agency, person, corporation, etc., public or private, the home phone number or address of an employee without written consent in absence of a court order.
16. DISABILITY PROCESSING COMMITTEE - The three presidents of the line organizations shall be members of the Disability Processing Committee which shall make determinations regarding controverted claims of denials of line of duty coverage.
17. INJURIES (Line of Duty) - In the case of injuries necessitating immediate emergency medical attention, the member shall be taken to the closest available facility. In the case of non-emergency injuries to members while on duty, every effort will be made to accommodate a reasonable request of the member to be transported to a particular medical institution.

3. There were no basic fringe benefits increased in Suffolk County while our members will be receiving \$200 more in longevity, \$50 more in required equipment allowance, and \$50 more in clothing allowance, aside from the several other fringe benefit improvements, as discussed above.

COMPUTATION

The Computation of what a member earned in 1979, who had attained top salary but had less than six years of service and had not yet reached the first longevity step, is as follows:

\$22,600	- base salary
1,039	- holiday pay
346	- extra compensation for working holidays
1,290	- night differential
<u>350</u>	- required equipment allowance (increased to \$400 as of 1/1/80)
<u>\$25,625</u>	- TOTAL

No compensation is being made for 1980, although the longevity, etc. is being increased, since the base salary rate has not yet been set for July 1, 1980, and incomplete conclusions would be reached by the use of the lump sum payment allowance. Conversion of the \$600 lump sum payment would have to be made to a \$1,200 rate increase in order to derive that \$600 in the pocket in the first six months.

