



## BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on December 31, 1995. Sometime prior thereto, they entered into negotiations for a successor agreement. Those negotiations proved unsuccessful, whereupon the Association declared an impasse in negotiations and requested the appointment of a mediator (Joint Exhibit No. 3). Pursuant to the rules and regulations of the County of Suffolk Public Employment Relations Board, I was appointed with the consent of the parties to mediate their bargaining dispute (Joint Exhibit No. 4). Mediation narrowed the parties' dispute, but proved unable to resolve all of their outstanding issues (Joint Exhibit Nos. 5 and 6). By Stipulation of Agreement dated April 17, 1996, the parties selected me as the interest arbitrator to hear and adjudicate their dispute in accordance with Section 209 of the New York State Civil Service Law (Joint Exhibit No. 7). In the interest of expediting the proceedings, the parties agreed to waive the partisan members of the Interest Arbitration Panel (Joint Exhibit No. 7). Instead, they agreed that I would serve as the sole arbitrator in this proceeding. They also agreed that I was authorized to issue an award covering the period January 1, 1996 up to and including December 31, 1999 (Joint Exhibit No. 7).

Hearings in this matter were held on May 22, 1996, May 29, 1996, and June 15, 1996. A stenographic record was taken of the hearings. At those hearings, the parties were afforded full opportunity to present evidence and argument in support of their

respective positions. They did so. Each side introduced extensive evidence concerning the relevant statutory criteria. This evidence included the testimony of financial experts, budgetary and financial information, as well as charts, tables, reports, and other data dealing with the relevant statutory criteria.

At the conclusion of the hearings, the parties were afforded the opportunity to present post-hearing briefs. They did so. Upon my receipt of same, the record was declared closed.

## POSITIONS OF THE PARTIES

The Association proposes a four (4) year Agreement for the period January 1, 1996 through December 31, 1999.

The Association has proposed that on January 1 of each year of the Agreement, the County's Police Officers be granted a wage increase equal to six percent (6%) of the salary being paid to a top step Police Officer. It maintains that its salary proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in Section 209(5) of New York State's Civil Service Law (the "Taylor Law"). The Association asserts that its salary proposal, if awarded, would place its members in an economic position comparable to police officers in similar New York State jurisdictions.

With regard to the statutory criterion concerning comparability, the Association maintains that the County's Police Department is comparable to other local police departments in Suffolk County and in particular, the Police Departments in the following Suffolk County communities: Amityville, East Hampton Town, East Hampton Village, Lloyd Harbor, Northport, Quogue, Riverhead, Sag Harbor, Southampton Town, Southampton Village, Southold and Westhampton Village. The Association also contends that for statutory purposes the Suffolk County Police Department is comparable to the Nassau County Police Department.

The Association submits the following data concerning the wages paid in 1994, 1995 and 1996, to the County's Police Officers and to their counterparts in comparative jurisdictions.

**SUFFOLK COUNTY POLICE DEPARTMENTS**

**WAGES**

	1994	1995	1996
<b>Nassau County</b>	55,558	59,522	
<b>Suffolk County</b>	55,850	59,539	
<b>Amityville</b>	55,921	58,575	
<b>E. Hampton</b>	53,774	56,193	58,722
<b>E. Hampton Village</b>	56,013	58,394	60,875
<b>Lloyd Harbor</b>	56,633	59,210	61,874
<b>Northport</b>	56,693	60,437	
<b>Quogue</b>	55,663	58,339	61,142
<b>Riverhead</b>	54,525	56,978	
<b>Sag Harbor</b>	54,443	56,348	58,602
<b>S. Hampton Town</b>	55,550		
<b>S. Hampton Village</b>	56,131	58,517	61,033
<b>Southold</b>	53,346	55,480	58,287
<b>W. Hampton Village</b>	55,520	58,189	60,986

(Union Exhibit No. 16)

The Association maintains that this evidence demonstrates that in 1994 and 1995 the wages of the County's Police Officers were comparable or superior to the wages of police officers in comparable communities. It points out that the County's Police Department provides training for all of the Village and Town Police Departments in Suffolk County. The Association further notes that the County's Police Department provides forensic and investigative services to many local police departments in Suffolk County. Thus, it insists that there can be no justification for County Police Officers being paid less in wages than their counterparts in comparable jurisdictions. Therefore, the Association argues that this evidence of comparability supports the reasonableness of its wage proposal.

The Association further asserts that the evidence shows that

the Nassau County Police Benevolent Association recently negotiated a five (5) year collective bargaining agreement, which would increase the wages of Nassau County police officers to \$72,664 by the year 2000. It contends that the wage increases granted to Nassau County police officers in that agreement, averaged more than four and one-half percent (4-1/2%) per year. The Association acknowledges that this agreement was never ratified by the Nassau County legislature. However, it maintains that there is every reason to believe that an Interest Arbitrator will award the wage increases previously negotiated by the parties. Thus, the Association argues that the wages paid to Nassau County police officers demonstrate that the Association's wage proposal is reasonable and ought to be awarded.

The Association also maintains that Suffolk County Police Officers are comparable in relevant respects to the Superior Officers who serve in Suffolk County law enforcement. It contends that Superior Officers received a five and one-half percent (5-1/2%) wage increase effective February 1, 1996 via an Arbitration Award. The Association argues that its members are equally deserving of such a level of increase.

In summary, the Association contends that when all of the appropriate comparisons are made, its wage proposal is clearly the most reasonable and ought to be awarded.

The Association also maintains that its wage proposal is the most reasonable with respect to the statutory criteria concerning the interest and welfare of the public and the financial ability of

the County to pay for the parties' proposals. It contends that its expert on labor costs and municipal finances, Edward J. Fennell, persuasively testified that the County had the financial ability to pay for the Association's wage proposal.

The Association asserts that Fennell credibly testified that Suffolk County has utilized far less of its legal debt limit than the comparable counties of Erie, Monroe, Nassau, Onondaga and Westchester. The Association further asserts that Suffolk County is far less dependent on State Aid than these other counties in order to fund its expenditures. It submits the following data in support of those assertions.

**Major NYS Counties  
Census/Debt/State Aid/  
Sales Tax Property Tax  
Comparison**

**Major NYS Counties**

<b>County</b>	<b>Census</b>	<b>Debt Limit Utilized</b>	<b>State Aid as % Revenues</b>	<b>Sales tax Aid as % Revenues</b>	<b>Prop tax Aid as % Revenues</b>
<b>Erie</b>	968,854	13.9%	15.9%	19.0%	20.7%
<b>Monroe</b>	713,968	21.8%	20.8%	10.7%	24.3%
<b>Nassau</b>	1,287,444	20.5%	9.9%	28.8%	29.1%
<b>Onondaga</b>	468,973	27.2%	18.9%	9.8%	33.3%
<b>Suffolk</b>	1,321,768	9.5%	14.7%	36.5%	23.4%
<b>Westchester</b>	874,866	8.8%	12.9%	11.4%	27.5%

**Source: Special Report on Municipal Affairs-Fiscal Years Ending 1994**

**NYS: Office of State Comptroller; Released December 1995**

(Union Exhibit No. 2A)

The Association also maintains that Suffolk County has

property tax rates lower than these in other comparable counties.  
 It submits the following data in support of that assertion.

**Major NYS Counties  
 Tax rates Per  
 \$1,000 Full Value**

County	1990	1991	1992	1993	1994
Erie	\$9.32	\$8.77	\$7.79	\$7.87	\$7.38
Monroe	\$7.56	\$7.95	\$7.43	\$7.16	\$7.25
Nassau	\$6.12	\$5.00	\$4.52	\$4.27	\$2.86
Onondaga	\$10.89	\$10.30	\$9.02	\$9.92	\$10.00
Suffolk	\$4.31	\$3.86	\$3.73	\$3.77	\$4.36
Westchester	\$5.12	\$4.66	\$4.38	\$4.57	\$4.97

**Source: Constitutional Tax Limits for Counties, Cities & Villages;  
 Fiscal Years Ending 1994  
 NYS: Office of State Comptroller; Released March 1995**

(Union Exhibit No. 2C) It further contends that Suffolk County has exhausted far less of its taxing authority than most of these comparable counties. It submits the following data in support of that assertion.

**Major NYS Counties  
 Tax Limit Data**

County	Limit	Percent of Tax Limit Utilized	Rank Hi/Low
Erie	1.5%	41.0%	23
Monroe	1.5%	36.3%	26
Nassau	2.0%	3.6%	57
Onondaga	1.5%	50.7%	11
Suffolk	1.5%	15.8%	51
Westchester	1.5%	19.2%	48

**Source: Constitutional Tax Limits for Counties, Cities & Villages;  
 Fiscal Years Ending 1994**

NYS: Office of State Comptroller; Released March 1995

N.B. Percent utilization & rank based on 2% Limit

(Union Exhibit No. 2D)

Finally, the Association asserts that in fiscal year 1995, the available balance in the County's Police Fund increased by almost twenty five million dollars (\$25,000,000) from \$44,630,103 to \$69,158,760. It submits the following data in support of that assertion.

**Suffolk County  
Results of Operations  
Fiscal Year 1995**

Fund		Begin Balance	Adjustments	Revenues
General	A	\$ 22,394,713		\$1,216,120,788
Special Grant	CD	\$ 754,847	\$ (48,793)	\$ 28,876,729
Risk Retention	CS	\$ 17,900,037		\$ 104,682,257
Police Fund	CM	\$ 44,630,103		\$ 349,374,144
County Rd	D	\$ (1,769,906)		\$ 14,473,712
Sewer	G	\$ 13,958,121		\$ 84,612,013
Capitol Proj	H	\$ 86,265,758	\$ (174,000)	\$ 60,551,501
Health Rel Fac	EF	\$ 2,602,646		\$ 16,944,406
<b>Total</b>		<b>\$186,736,319</b>	<b>\$ (222,793)</b>	<b>\$1,875,635,550</b>

Fund		Expenses	End Balance
General		\$1,191,691,079	\$ 46,824,422
Special Grant		\$ 31,199,820	\$ (1,617,037)
Risk Retention		\$ 106,929,193	\$ 15,653,101
Police Fund		\$ 324,845,487	\$ 69,158,760
County Rd		\$ 14,420,485	\$ (1,716,679)
Sewer		\$ 85,978,997	\$ 12,591,137
Capitol Proj		\$ 71,786,100	\$ 74,857,159
Health Rel Fac		\$ 17,004,411	\$ 2,542,641
<b>Total</b>		<b>\$1,843,855,572</b>	<b>\$218,293,504</b>

(Union Exhibit No. 2E)

Thus, the Association insists that the County can afford to

pay for the Association's wage proposal without unduly burdening either the County or its residents and taxpayers. Therefore, it argues that pursuant to this statutory criterion, the County's wage proposal is clearly the more reasonable and ought to be awarded

With regard to the statutory criterion concerning the peculiarities of the policing profession, i.e., its hazards and its unique physical, mental, educational and training qualifications, the Association maintains that the peculiarities of the policing profession are unique and cannot fruitfully be compared to the peculiarities of other professions. It further contends that the peculiarities of the profession of Suffolk County Police Officer are relatively the same as those of other municipal law enforcement personnel in the County of Suffolk. Thus, the Association asserts that the most relevant evidence in this proceeding deals with a comparison between the wages, hours and conditions of employment of Suffolk County Police Officers and those of other municipal law enforcement personnel in Suffolk County. As noted above, it argues that this evidence of comparability demonstrates the reasonableness of the Association's wage proposal. Therefore, the Association insists that this statutory criterion also supports the awarding of its wage proposal.

With regard to the statutory criterion concerning the terms of the collective agreements negotiated between the parties in the past, the Association maintains that this criterion also supports the reasonableness of its wage proposal. It contends that the evidence concerning the history of the parties' bargaining

relationship, demonstrates the County and the Association have maintained a loosely structured parity between the wages paid to the County's Police Officers and the wages paid to the County's Superior Officers, Detectives and Detective Investigators. It notes that the County has long advocated a pay relationship among the four (4) County police units. Therefore, it insists that the County cannot, for its own convenience, now attempt to depart from a relationship it has fostered and advocated in part. For this reason, the Union maintains that the five and one-half percent (5 ½%) wage increase awarded to the Superior Officers ought to be binding upon the County for 1996. It argues that the history of collective bargaining between the County and the Association requires the awarding of a similar increase to the County's Police Officers. Therefore, the Association insists that this statutory criterion also supports the awarding of its wage proposal.

Currently, the County's canine officers are paid four thousand seven hundred and fifty dollars (\$4,750) per year for the hours they spend caring for their dogs. The Association has proposed that canine pay be increased by six percent (6%) on January 1 of each year of the Agreement.

The Association maintains that Canine Officers are assigned to care for and maintain their dogs during off duty hours. It contends that canine officers spend more than fifteen (15) hours per week caring for their dogs during off duty hours. The Association asserts that the four thousand seven hundred and fifty dollars (\$4,750) per year currently received by Canine Officers for

this work during their off duty hours does not properly compensate these Officers for the off duty hours they spend with their dogs.

The Association claims that a County Police Officer's hourly rate averages thirty dollars (\$30) per hour. The Association points out that if this average hourly wage were multiplied by fifteen (15) hours per week, times fifty two (52) weeks, times time and one-half for overtime, then the cost to the County would be thirty five thousand dollars (\$35,000) per year for each Canine Officer. It alleges that the increase being requested by the Association for canine pay is very reasonable when compared to the cost the County would have to pay if it were required to pay Canine Officers their average hourly rate for the off duty hours they spend caring for their dogs. The Association argues that the six percent (6%) per year increase in canine pay it has requested is needed to keep step with inflation and the increased costs of caring for a dog. Thus, it insists that the Association's canine proposal is reasonable and ought to be awarded.

Currently, the County's Benefit Fund contribution is twelve hundred dollars (\$1200) per year per Police Officer plus an additional two hundred thousand dollars (\$200,000) per year for an educational allowance. The Association has proposed that Benefit Fund contributions and the Education Allowance be increased by six percent (6%) on January 1 of each year of the Agreement. It maintains that the appropriate way to address the need to increase the County's contribution to the Benefit Fund and Education Allowance is to link them to a percentage increase equal to the

general wage increase awarded, herein. Therefore, it insists that the Association's Benefit Fund proposal is reasonable and ought to be awarded.

The Association points out that County Police Officers in certain hazardous job titles, such as emergency services and marine bureau dive teams, receive pay differentials due to the nature of their work. Currently, it notes that these Officers receive one hundred and seventy five dollars (\$175) per month as assignment pay. The Association has proposed that assignment pay be increased by six percent (6%) on January 1 of each year of the Agreement. It asserts that assignment pay has not been increased since 1991. Thus, the Association argues that its assignment pay proposal is reasonable and ought to be awarded.

County Police Officers receive longevity pay starting in their sixth year of employment. Currently, the longevity pay received by the County's Police Officers is equal to one hundred and fifty dollars (\$150) for each year of service. The Association has proposed increasing longevity pay to three hundred and fifty dollars (\$350) for each year of service.

The Association maintains that the County's Police Officers are paid significantly less in longevity pay than their counterparts in comparable jurisdictions. It submits the following data in support of that assertion.

**SUFFOLK COUNTY POLICE DEPARTMENTS**

**LONGEVITY**

	5 Yrs	10 Yrs	15 Yrs	20 Yrs
Nassau County	900	1500	2200	300/yr.
Suffolk County	750	1500	2250	3000
Amityville	675	1300	1975	2600
E. Hampton	1350	2100	2600	
E. Hampton Village	875	1750	2625	3500
Lloyd Harbor	600	1150	1600	2100
Northport	750	1500	2250	3000
Quogue	1406	2812	4218	
Riverhead		2087	3130	3652
Sag Harbor	800	1400	2000	2500
S. Hampton Town	2250	2750	3250	
S. Hampton Village	610	2441	3052	3662
Southold		2914	3497	4080
W. Hampton Village	1000	2100	3200	

(Union Exhibit No. 16)

The Association asserts that the County's Police Officers have a leadership role in Suffolk County in all aspects of law enforcement. Thus, it insists that the County's Police Officers should not fall behind their counterparts in comparable jurisdictions in this important area of compensation. Therefore, the Association argues that its longevity proposal is reasonable and ought to be awarded.

Currently, County Police Officers who work a steady night shift receive a night shift differential equal to nine and one-quarter percent (9-1/4%) of base pay. The Association has proposed that the night shift differential for Police Officers who work a steady night shift be increased to ten percent (10%) of base pay.

The Association maintains that police officers who work steady nights in comparable jurisdictions generally receive a ten percent

(10%) differential for all hours worked at night. It submits the following data in support of that assertion.

**SUFFOLK COUNTY POLICE DEPARTMENTS  
NIGHT DIFFERENTIAL**

Nassau County	10%
Suffolk County	9 1/4%
Amityville	9 1/4%
E. Hampton	3250
E. Hampton Village	3250
Lloyd Harbor	3600
Northport	9 1/4%
Quogue	3250
Riverhead	2800
Sag Harbor	2850
S. Hampton Town	3450
S. Hampton Village	1678
Southold	3000
W. Hampton Village	3250

(Union Exhibit No. 16)

The Association contends that given the leadership role of County's Police Officers in Suffolk County law enforcement, the County's Police Officers should not fall behind their counterparts in comparable jurisdictions in this aspect of compensation. It further alleges that only approximately fifty (50) County Police Officers work steady nights. Therefore, the Association argues that its night shift differential proposal is reasonable and ought to be awarded.

Currently, County Police Officers who must retire because of job related disabling injuries, receive certain medical benefits along with their pensions. However, the Association maintains that these Police Officers lose all protection previously provided by

the P.B.A. benefit fund, such as dental and optical coverage. It contends that this creates a hardship for Police Officers who are disabled protecting the residents of Suffolk County. To remedy this situation, the Association has proposed that the County be required to contribute to the Benefit Fund on behalf of Police Officers who retire on a job related disability pension until the Police Officer has obtained twenty (20) years of service.

The Association maintains that it is seeking this benefit for only a limited number of Officers and for only a limited period of time, i.e., through their twentieth year of service. It contends that there are less than twenty (20) County Police Officers who have retired on disability and have less than twenty (20) years of service. Thus, the Association argues that its proposal for benefit fund contributions for disabled Officers is reasonable and ought to be awarded.

Currently, County Police Officers are permitted to accumulate five hundred and twenty (520) days of paid sick leave and are paid for half of their accumulated days, up to two hundred and sixty (260), at the time of their retirement. The Association has proposed that County Police Officers be permitted to accumulate six hundred (600) days of paid sick leave and be paid up to three hundred (300) days of paid sick leave at the time of their retirement.

The Association contends that the current system concerning accumulated sick leave encourages Police Officers who have reached their maximum accumulation to utilize their sick days. It points

out that the use of sick days sometimes requires the County to pay other Officers overtime at one and one-half times regular pay. Thus, the Association argues that it would be cost effective for the County to permit Police Officers to accumulate a greater number of paid sick days. Therefore, it argues that the Association's sick leave accumulation proposal is reasonable and ought to be awarded.

Currently, County Police Officers are permitted to accumulate up to ninety (90) days of paid vacation. The Association has proposed that Police Officers be permitted to accumulate up to one hundred and twenty (120) days of paid vacation. It asserts that this proposal, if awarded, would have no cost for the County. The Association claims that when Police Officers take vacation they often leave the Department short staffed. It points out that this often requires the County to pay other Officers overtime at one and one-half times regular pay.

The Association maintains that the additional accumulation of thirty (30) paid vacation days is only an indirect cost to the County of thirty (30) days pay at the time of retirement. Thus, rather than being an annual cost, the Association notes that the cost of increasing the accumulation of paid vacation days is spread out over an Officer's entire career. It contends that the savings in overtime which would be generated by this proposal, if awarded, would more than offset the increased retirement costs. Therefore, it argues that the Association's vacation leave accumulation proposal is reasonable and ought to be awarded.

Currently, newly hired County Police Officers work two hundred and sixty one (261) days during their first year of employment, two hundred and forty nine (249) days during their second year of employment, and thereafter, two hundred and thirty two (232) days per year. The Association asserts that the actual work chart of newly hired Police Officers during their second year of employment is comprised of two hundred and forty two (242) days. It maintains that the number of days a Police Officer works per year should be tailored to the work chart that is being used for that employee. Thus, the Association has proposed that the number of days these second year Police Officer works per year should be tailored to the work chart that is being used for these second year Police Officers.

The Association also contends that most second year police officers in comparable jurisdictions have a work schedule of fewer than two hundred and forty two (242) days per year. It submits the following data in support of that assertion.

**NEW HIRE WORK SCHEDULES**

<b>Nassau County</b>	<b>24 months/260 days</b>
<b>Suffolk County</b>	<b>24 months/249 days</b>
<b>Amityville</b>	<b>24 months/243 days</b>
<b>East Hampton Town</b>	<b>24 months/250 days</b>
<b>East Hampton Village</b>	<b>24 months/238 days</b>
<b>Lloyd Harbor</b>	<b>24 months/238 days</b>
<b>Northport</b>	<b>24 months/242 days</b>

<b>Quogue</b>	<b>24 months/237 days</b>
<b>Riverhead</b>	<b>18 months/260 days</b>
<b>Sag Harbor</b>	<b>24 months/238 days</b>
<b>Southampton Town</b>	<b>24 months/232 days</b>
<b>Southampton Village</b>	<b>24 months/240 days</b>
<b>Southold</b>	<b>18 months/260 days</b>
<b>Westhampton Village</b>	<b>24 months/243 days</b>

(Union Exhibit No. 22) Thus, the Association argues that its work schedule proposal is reasonable and ought to be awarded.

Currently, County Police Officers who were hired prior to January 1, 1990 have no restrictions on engaging in off duty security work. County Police officers hired on or after January 1, 1994, are not permitted to engage in off duty security work under any circumstances. The Association has proposed deleting from the Agreement all restrictions upon Police Officers engaging in off duty security work.

The Association maintains that the current restrictions on certain Officers engaging in off duty security work make no sense. It claims that the first restriction agreed to by the parties on certain Police Officers engaging in off duty security work, which was in their 1986-1989 Agreement, merely required those Officers to notify the Police Department of their off duty security employment. The Association asserts that the current rule was agreed to only because it was politically expedient to do so.

The Association contends that a large segment of the general population engages in off duty employment to make extra money to

support their families. It asserts that this off duty work is generally done in a person's field of expertise. The Association notes that a Police Officer's field of expertise is in security and law enforcement. Thus, it argues that County Police Officers should be permitted to engage in off duty security work without any restrictions. Therefore, the Association insists that its off duty security work proposal is reasonable and ought to be awarded.

Currently, the County provides each Police Officer with a twenty five hundred dollar (\$2500) whole life insurance policy. The Association has proposed that these policies be canceled and that the premium paid by the County for these policies in 1995, be paid each year to an Association Insurance Fund so that it may be invested on behalf of each Police Officer. It asserts that the current policy provides little protection for the Officers at a high cost to the County. The Association also points out that awarding this proposal would impose no additional costs on the County. Therefore, it argues that the Association's life insurance proposal is reasonable and ought to be awarded.

The Association opposes the County's proposal to amend the current rotating duty charts being used by the County Police Department. The Association also opposes the County's proposal to permit the Department to use more than one (1) duty chart per command. It asserts that the current duty charts were negotiated by the parties several years ago in around the clock negotiations. The Association maintains that the current duty charts are well balanced and give appropriate consideration to the needs of the

County and its Police Officers. It further contends that this is a term and condition of employment which should not be disrupted by an Interest Arbitration Award. The Association insists that any change in this term and condition of employment should be negotiated by the parties. Therefore, it argues that the County's duty chart proposals should be rejected.

The Association opposes the County's proposal to amend the Agreement so that personal leave days may be taken only upon mutual consent of the Officer involved and the Department. It maintains that due to the unique nature of police work schedules, personal days currently may be taken on demand, unless such a request triggers the need for overtime. The Association contends that the County's personal day proposal, if awarded, will result in requests to take personal days being routinely denied. Therefore, it argues that the County's personal day proposal is unreasonable and ought to be rejected.

The Association opposes the County's proposal to amend the Agreement so that an Officer who reports for duty and is then excused due to illness is docked for time not worked. It maintains that the Agreement's sick leave provisions were modified in previous negotiations to accommodate the needs of the County. The Association insists that there is no need for any further concessions to the County in this area of the Agreement. Therefore, it argues that the County's sick leave proposal should be rejected.

The Association opposes the County's proposal to amend the

Agreement so that the County may change a Police Officer's tour without penalty. It points out that currently the Agreement contains penalties for changing an Officer's tour of duty from one shift to another. The Association maintains that these penalties were agreed to in order to protect the life style of Police Officers from being cavalierly disrupted. It also contends that the current system is working well and that there is no evidence that it needs to be changed. Therefore, the Association argues that the County's change in tour of duty proposal is unreasonable and ought to be rejected.

The Association opposes the County's proposal to amend the Agreement so that the County is required to pay disabled Officers fewer vacation accruals. It asserts that this is an attempt by the County to reduce the benefits of injured Officers who have suffered job related disabilities. The Association asserts that denying these disabled Police Officers their accumulated but unused time is unfair. Therefore, it argues that the County's proposal concerning disabled Officers should be rejected.

The Association opposes the County's proposal to amend the Agreement so that the County is permitted to schedule tri-annual tours on ten days' notice to the affected Police Officers. It maintains that currently the Agreement requires the scheduling of tri-annual tours much further in advance so that they become part of a Police Officer's normal work schedule. The Association contends that the County is attempting to convert the use of these days in order to reduce the need for overtime caused by unexpected

short staffing on certain shifts. It insists that this would work a hardship on Police Officers who might be forced to work on days they previously thought were their regular days off. Therefore, the Association argues that the County's four day scheduling proposal is unreasonable and ought to be rejected.

Currently, County Police Officers accumulate paid benefit days (e.g., sick leave, vacation leave) on January 1st of each calendar year. The Association opposes the County's proposal to amend the Agreement so that the County is permitted to pay retiring Officers for only a prorated portion for their annual paid benefit days. It maintains that the County's proposal is attempting to alter a retirement benefit County Police Officers have enjoyed for the past twenty (20) years. The Association contends that there is no evidence in the record which would justify altering this important retirement benefit. Therefore, it argues that the County's termination pay proposal should be rejected.

The Association opposes the County's proposal to amend the Agreement so that the County is no longer required to make a cash payment to Police Officers who decline health insurance coverage, equal to one-half of the amount the County would have otherwise paid for the Officer's health insurance. It maintains that the County is seeking a windfall now that it is self-insured. The Association insists that the County's health insurance proposal is unfair and ought to be rejected.

In all, the Association asserts that its proposals are justified under the relevant statutory criteria. It asks that they

be awarded.

The County, on the other hand, asserts that taking into consideration all of the relevant statutory criteria, its final offer is the more reasonable one.

The County has proposed a four (4) year Agreement covering the period January 1, 1996 through December 31, 1999.

The County has proposed that on January 1 of each year of the Agreement, the County's Police Officers be granted a two percent (2%) across-the-board wage increase. It maintains that its salary proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in the Taylor Law. The County asserts that its salary proposal, if awarded, would allow the County to be competitive with comparable communities, while staying within its financial ability to pay.

With regard to the statutory criterion concerning comparability, the County maintains that its Police Officers are comparable to police officers in major United States Cities with populations and governments similar to those in Suffolk County. It contends that the most comparable jurisdictions include neighboring communities and those officers with whom the County's Police Officers often interact. In particular, the County compares its Officers to their counterparts employed by Yonkers, NY, New Haven, CT, Newark, NJ, Buffalo, NY, New York City, the Port Authority of New York & New Jersey, Jersey City, NJ, Elizabeth, NJ, New York State Troopers, Syracuse, NY and Nassau County.

The County acknowledges that under certain circumstances it

might argue that Nassau County is the most relevant comparable community. However, it insists that for the purposes of this proceeding, Nassau County cannot be considered a relevant comparable community. The County maintains that to date, the Nassau County Legislature has failed to approve the most recent collective bargaining agreement negotiated between Nassau County and the Nassau County PBA, because the terms and conditions granted therein were perceived as too generous. It contends that I cannot justify spending the taxpayers' money on the basis of a projected agreement that has been rejected for fiscal reasons by the Nassau County Legislature. The County further asserts that Nassau County's tax base is not comparable with Suffolk County's tax base. It also claims that Suffolk County has a lower per capita income and receives less in State Aid than Nassau County (County Exhibit No. 15). Thus, the County argues that the unapproved Nassau County - PBA agreement cannot and should not be given preclusive or even persuasive effect in this proceeding.

The County maintains that its Police Officers have been and continue to be among the highest paid police officers in the nation. It contends that as of March 31, 1995, the County's Police Officers were the highest paid officers after five (5) years and ten (10) years of service in terms of total base salary plus longevity, when compared to their counterparts employed in the following comparable jurisdictions: Yonkers, NY; New Haven, CT; Newark, NJ; Buffalo, NY; New York City; the Port Authority of New York & New Jersey; Jersey City, NJ; Elizabeth, NJ; New York State

Troopers, Syracuse, NY; and Nassau County (County Exhibit Nos. 28B and 28C). The County further claims that its Police Officers ranked second in total base salary plus longevity at entry level and after fifteen (15) and twenty (20) years of service, when compared to police officers in the comparable jurisdictions listed above (County Exhibit Nos. 28A, 28D and 28E). It submits the following data concerning the base salary and longevity pay of police officers after twenty (20) years of service.

**POLICE OFFICER: BASE SALARY PLUS LONGEVITY PAY  
As of March 31, 1995**

	Base Salary	Longevity	Total Base Salary plus Longevity
<b><u>After 20 years</u></b>			
Nassau County *	59,522	3,700	63,222
Suffolk County *	59,540	3,000	62,540
Port Authority	55,065	4,956	60,021
Jersey City (1/1/93)	47,057	4,706	51,763
Newark	46,020	4,602	50,622
Yonkers	46,125	4,151	50,276
New York City	43,593	5,000	48,593
Elizabeth	42,395	3,392	45,787
New York State			
Troopers	39,891	3,896	43,787
Buffalo	41,723	950	42,673
New Haven	41,221	824	42,045
Syracuse	36,484	600	37,084

(County Exhibit No. 28E) Thus, the County argues that on the basis of these comparisons, the Association's wage proposal is clearly excessive and should not be awarded.

The County also maintains that for the past thirteen (13) years, the wage increases granted to Police Officers have compared

favorably with increases in the cost of living. It submits the following data in support of that assertion.

P.B.A. WAGE SETTLEMENT vs. CONSUMER PRICE INDEX 1982-1995

	CPI - U, N.Y.	P.B.A. WAGES	DIFFERENCE
1982	5.8%	7.50%	1.70%
1983	4.7%	7.75%	3.05%
1984	5.0%	8.00%	3.00%
1985	3.7%	8.00%	4.30%
1986	3.3%	6.00%	2.70%
1987	5.1%	6.00%	0.90%
1988	4.8%	5.75%	0.95%
1989	5.6%	5.00%	- 0.60%
1990	6.1%	5.75%	- 0.35%
1991	4.5%	5.75%	1.25%
1992	3.6%	0.00%	- 3.60%
1993	3.0%	3.56%	0.56%
1994	2.4%	4.21%	1.81%
1995	<u>2.5%</u>	<u>4.17%</u>	<u>1.67%</u>
TOTAL	60.1%	77.44%	17.34%

P.B.A. TOP P.O. SALARY vs. CPI INCREASES 1982-1995

	<u>CPI %</u>	<u>ACTUAL %</u>	<u>DIFFERENCE</u>
1982	\$28,061	\$28,522	\$ 461
1983	\$29,380	\$30,732	\$ 1,352
1984	\$30,849	\$33,191	\$ 2,342
1985	\$31,990	\$35,846	\$ 3,856
1986	\$33,046	\$37,997	\$ 4,951
1987	\$34,731	\$40,277	\$ 5,546
1988	\$36,398	\$42,593	\$ 6,195
1989	\$38,436	\$44,723	\$ 6,287
1990	\$40,781	\$47,295	\$ 6,514
1991	\$42,616	\$50,014	\$ 7,398
1992	\$44,150	\$50,014	\$ 5,864
1993	\$45,475	\$51,796	\$ 6,321
1994	\$46,566	\$54,618	\$ 8,052
1995	\$47,730	\$58,203	\$ 10,473
			\$ 75,612

(County Exhibit No. 29). The County contends that the wage increases granted to the County's Police Officers have outpaced inflation by 17.34% over the past thirteen (13) years (County Exhibit No. 29). It further asserts that the salary paid to the County's top step Police Officers has outpaced increases in the cost of living by \$75,612 over the same period of time (County Exhibit No. 29). Thus, the County argues that comparisons with the cost of living support awarding the County's wage proposal.

The County asserts that it is having no problem attracting new recruits to its Police Department. It claims that there were approximately forty two thousand (42,000) applicants for the County's recent police officer examination on June 8, 1996 (County Exhibit No. 30). The County points out that this was almost twenty (20) times the number of Police Officers on the force. Thus, it argues that no wage increase is needed to attract recruits to the County's Police Department.

In summary, the County contends that when all of the appropriate comparisons are made, its wage proposal is clearly the most reasonable and ought to be awarded.

The County maintains that its wage proposal also is the most reasonable with respect to the statutory criteria concerning the interests and welfare of the public and the County's ability to pay for the parties' proposals. It insists that there are serious limitations to the County's ability to pay.

The County contends that it must cope with an anticipated budget deficit in 1996 of almost thirty three million dollars

(\$33,000,000). It maintains that the State of New York is operating at a deficit and that there will be significant cuts in State Aid to local governments as a way of remedying that deficit in the State budget. The County asserts that it is not immune to these anticipated reductions in State Aid and that the County is projecting a \$23.3 million dollar deficit in its 1996 operating budget due to reductions in State Aid (County Exhibit No. 1).

The County further claims that it is faced with a projected \$4.9 million dollar deficit in its 1996 operating budget due to police overtime payments (County Exhibit No. 1). It also maintains that an additional \$3.7 million dollar deficit in the County's 1996 operating budget is attributable to snow removal during the winter of 1996 (County Exhibit No. 1). The County asserts that the record setting snow fall during the winter of 1996 required an unanticipated and exorbitant expenditure of funds for snow removal (County Exhibit No. 2). Finally, the County alleges that it faces a one (1) million dollar (\$1,000,000) shortfall in debt service in its 1996 operating budget (County Exhibit No. 1). Thus, it argues that the County faces a projected shortfall in its 1996 operating budget of \$32.9 million dollars (County Exhibit No. 1).

The County also maintains that it has projected cost increases for 1997 which total more than one hundred and twelve million dollars (\$112,000,000) (County Exhibit Nos. 4, 5 and 6). It asserts that when this is combined with the County's anticipated budget deficit in 1996 of almost thirty three million dollars (\$33,000,000), it is projected that the County will be required to

increase its expenditures in 1997 by more than one hundred and forty five million dollars (\$145,000,000).

The County further contends that the budget of its Police District must comply with "cap laws" enacted by the Suffolk County Legislature (County Exhibit No. 7). It maintains that pursuant to these "cap laws", the County is required to submit a proposed budget for its Police District in the 1997 fiscal year, which contains no more than an 11.6% increase in expenses. Thus, the County asserts that it faces a deficit of more than one hundred and thirty three million dollars (\$133,000,000) even without any wage increases (County Exhibit No. 10).

The County alleges that it will face additional budgetary constraints in 1997. It maintains that the County has already lost one-quarter of one percent (.25 %) of its local sales tax revenues. Thus, the County insists that its sales tax revenue is decreasing rather than increasing.

The County also points out that many of its labor agreements expired on December 31, 1995. Thus, the County argues it must negotiate new collective bargaining agreements with its employees, and that these new agreements will most likely include increases in wages and other payroll costs.

The County further notes that there are several lawsuits pending against the County that may require expenditures of large sums of money by the County. It asserts that the largest of these lawsuits was brought by the Long Island Lighting Company (LILCO) against the County and the Town of Brookhaven. The County claims

that LILCO is seeking a declaration that the entire tax assessment on Shoreham Nuclear Power Plant property for the tax years ending in 1977 through 1992, with the exception of the tax year ending in 1979, was illegal and improper (County Exhibit No. 11). It alleges that the County's potential liability in its litigation with LILCO is approximately eight hundred and twenty five million dollars (\$825,000,000). The County also points out that it has been named in a lawsuit filed by a contractor seeking approximately forty million dollars (\$40,000,000) in damages.

In addition, the County maintains that in 1997 it will be faced with increased expenditures due to the creation of a 7th Precinct. It asserts that the estimated costs for this additional precinct will be almost eight million dollars (\$8,000,000) per year (County Exhibit No. 12).

Thus, for all of these reasons, the County insists that it cannot afford to pay for the excessive wage increases being sought by the Association. Therefore, it argues that pursuant to this statutory criteria, the County's wage proposal is clearly reasonable and ought to be awarded.

The County has proposed amending Section 19(a)(1) of the Agreement to provide the following additional "Rotating Two Tour Schedule":

. . . OR, five (5) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; five (5) consecutive eight (8) hour evening shifts followed by eighty (80) hours off; four (4) consecutive eight hour day shifts followed by ninety-six (96) hours off; and five (5) consecutive eight (8) hour evening shifts followed by eighty (80) hours off; or five (5)

consecutive eight (8) hour day shifts followed by ninety-six (96) hours off; four (4) consecutive eight hour evening shifts followed by eighty (80) hours off; five (5) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; and five (5) consecutive eight hour evening shifts followed by eighty (80) hours.

(Joint Exhibit No. 6)

The County asserts that the current chart alignment allows for four (4) subdivisions within each squad on the two-tour rotating schedule. It maintains that by amending the Agreement with the above quoted language, there would be eight (8) subdivisions within each squad. The County contends that this would result in only 1/8th of the squad being off on a "letter day" rather than 1/4th of the squad. It submits that this would increase the number of available personnel. The County claims that in 1995, it cost the Police Department approximately three hundred and seventy six thousand dollars (\$376,000) to fill sector cars on "letter days." It alleges that this cost would be reduced if the County's rotating tour schedule proposal were awarded. The County also assures that awarding this proposal would not disrupt or alter the vacation selection procedure. Therefore, the County argues that its rotating tour schedule proposal is reasonable and ought to be awarded.

The County has proposed amending Section 25(f) of the Agreement so that personal leave days will be granted upon the mutual consent of the Department and the Officer involved. Currently, the Agreement permits the Department to deny requests for personal leave days only when a replacement cannot be hired at

overtime rates of pay. Since replacements working overtime are paid an average of four hundred and two dollars (\$402) a day, the County alleges that finding a replacement is never a problem. The County asserts that the cost of replacing Police Officers taking personal days in 1995 was \$1,151,861. It submits the following data in support of that assertion.

**1995 P.L. DAY EXPENSES**

	<b>P.L. DAYS</b>	<b>O.T. DAYS</b>	<b>PERCENTAGE</b>	<b>COST</b>
<b>1st</b>	<b>769</b>	<b>342</b>	<b>44.5%</b>	<b>\$137,356</b>
<b>2nd</b>	<b>741</b>	<b>414</b>	<b>55.9%</b>	<b>\$166,273</b>
<b>3rd</b>	<b>740</b>	<b>503</b>	<b>68.0%</b>	<b>\$202,017</b>
<b>4th</b>	<b>535</b>	<b>341</b>	<b>63.7%</b>	<b>\$136,954</b>
<b>5th</b>	<b>716</b>	<b>483</b>	<b>67.5%</b>	<b>\$193,985</b>
<b>6th</b>	<b>866</b>	<b>536</b>	<b>61.9%</b>	<b>\$215,271</b>
<b>SPB</b>	<b>423</b>	<b>75</b>	<b>17.7%</b>	<b>\$ 30,122</b>
<b>HWY</b>	<b>418</b>	<b>110</b>	<b>26.3%</b>	<b>\$ 44,179</b>
<b><u>MAR</u></b>	<b><u>364</u></b>	<b><u>64</u></b>	<b><u>17.6%</u></b>	<b><u>\$ 25,704</u></b>
<b>TOTAL</b>	<b>5572</b>	<b>2868</b>	<b>51.5%</b>	<b>\$1,151,861</b>

(County Exhibit 17). The County claims that this cost alone represents more than twenty percent (20%) of the Department's overtime budget in 1996. Thus, it argues that the County's personal leave proposal is clearly reasonable and ought to be awarded.

The County has proposed amending Section 22(e) of the Agreement so that a Police Officer who reports to duty and is then excused due to illness is docked for the time not worked. It claims that currently Officers are permitted to go home sick after reporting to duty up to three times per year without losing a paid sick day. The County asserts that this has come to be viewed by a

majority of its Police Officers as three (3) additional days off per year. It alleges that Police Officers took thirteen hundred (1300) of these "free sick days" in 1995. The County argues that free sick days are unnecessary because Police Officers currently receive a generous allotment of twenty six (26) paid sick days per year. Thus, it insists that the County's sick leave proposal is reasonable and ought to be awarded.

The County has proposed deleting language from the Agreement which limits the Police Department to one (1) duty chart per command. It maintains that there are one hundred and thirteen (113) separate commands in the Department. The County also contends that these commands perform multiple and often diverse tasks, such as crime control, highway patrol and community relations. It asserts that limiting the Department to one (1) duty chart per command requires the creation of more commands than would otherwise be necessary. The County alleges that having more commands results in unnecessary administration/supervision or increases the likelihood that not all functions are accomplished in the most effective manner. Thus, it insists that the County's duty chart proposal, if awarded, will increase efficiency and reduce costs. Therefore, the County argues that its duty chart proposal should be awarded.

The County has proposed amending Section 20(f)(4) of the Agreement so that the County may change a Police Officer's scheduled tour of duty without penalty, "for court appearances and the like" (Joint Exhibit No. 6). It maintains that a tour change

for a court appearance means that a Police Officer slated to work an evening or midnight tour is rescheduled to work a day tour in a court room setting. The County asserts that a day tour is a more desirable assignment. It further claims that court appearances are a necessity. Thus, it argues that the County should not have to pay four (4) hours of overtime each time it changes an Officer's tour so he or she may appear in court. The County alleges that court overtime cost the Department approximately seven hundred and twenty four thousand dollars (\$724,000) in 1995. It concedes that Officers called to court on their days off are entitled to compensation. However, the County insists that Police Officers whose tours are changed so they can go to court, should not be paid more than their regular compensation. Thus, it argues that the County's tour change proposal is reasonable and ought to be awarded.

The County has proposed amending Section 22(f) of the Agreement so that Police Officers on 401 (disability) status are not paid for accruals in excess of contractual limitations. It maintains that if a Police Officer has reached the contractual limit on vacation accruals and is unable to take subsequently accrued vacation days, then the Officer is not entitled to that additional vacation time. The County contends that an arbitrator recently ruled that an Officer out on injury must receive a lump sum payment for vacation time the Officer was not able to use. It asserts that since the injured Officer is excused from reporting to duty, the Officer has no need for this vacation time. The County

alleges that requiring it to pay vacation payments to injured Officers imposes an unnecessary cost on the County. The County further alleges that it discourages injured Police Officers from coming back to work as soon as possible. Thus, it argues that the County's 401 status proposal is reasonable and ought to be awarded.

Currently, the Agreement requires that tri-annual tours be scheduled on thirty (30) days notice. The County has proposed amending the Agreement so that tri-annual tours may be scheduled on ten (10) days notice. It maintains that scheduling tri-annual tours on less than thirty (30) days notice for Police Officers on fixed midnight tours is necessary for administrative control and flexibility. The County contends that this proposal, if awarded, would reduce manpower shortage induced overtime. Thus, it argues that the County's tri-annual tour scheduling proposal is reasonable and ought to be awarded.

The County has proposed amending the Agreement so that payment for unused compensatory time, holiday pay, overtime pay, special day's pay, sick leave, vacation time and personal days is prorated based upon the date of a Police Officer's termination from County service. It maintains that Officers should be paid for the time they have "earned" while a member of the Department and should not be given a gift upon leaving the Department of time they have not yet earned. Thus, the County argues that its proration of accrued time proposal is reasonable and ought to be awarded.

The County has proposed amending the Agreement so that it is no longer required to pay a Police Officer who declines health

insurance coverage, a cash payment equal to one-half (1/2) of the cost the County would have otherwise paid on the Officer's behalf. It maintains that since the County is now self-insured, the County saves nothing when Police Officers decline health insurance coverage. The County also contends that it spends \$171,618 per year for these health insurance buybacks. It insists that this is an expense which the County can no longer afford. Thus, the County argues that its health insurance proposal is reasonable and ought to be awarded.

The County opposes the Association's proposals for a six percent (6%) annual increase in canine unit pay, Benefit Fund contributions and assignment pay. It maintains that the Association's proposals in these areas would cost a total of \$22,428, \$581,805 and \$29,808, respectively (County Exhibit No. 40). The County contends that that these demands are excessive. It further asserts that there is no evidence in the record demonstrating a need for increases in any of these areas. Therefore, the County argues that the Association's proposals for increases in canine unit pay, Benefit Fund contributions and assignment pay, are unreasonable and ought to be rejected.

The County opposes the Association's proposal for an increase in longevity pay from one hundred and fifty (\$150) to three hundred fifty dollars (\$350) for each year of service. It asserts that the County's longevity payments to its Police Officers are well within the range of longevity payments paid to police officers in comparable jurisdictions. The County further submits that the

Association's longevity proposal, if awarded, would cost the County \$1,577,500 per year or \$6,310,000 over the life of a four (4) year Agreement. It submits the following data in support of those assertions.

POLICE BENEVOLENT ASSOCIATION

Proposal - Section 6            Longevity: increased to \$250.00/year

Longevity Cost -                    \$1,577,500/year  
 4 year Cost            -                    \$6,310,000 or 6.38%

Longevity Comparability with Other P.B.A.'s (1995)

<u>YEARS</u>	<u>SUFFOLK</u>	<u>PROPOSED</u>	<u>N.Y.STATE</u>	<u>N.Y. CITY</u>	<u>NASSAU</u>	<u>WESTCHESTER</u>
5	0	0	0	2000	0	1300
6	900	1500	0	2000	900	1300
7	1050	1750	0	2000	900	1300
8	1200	2000	0	2000	900	1300
9	1350	2250	0	2000	1500	1300
10	1500	2500	0	3000	1500	1500
11	1650	2750	0	3000	1500	1500
12	1800	3000	0	3000	1500	1500
13	1950	3250	0	3000	1500	1500
14	2100	3500	0	3000	1500	1500
15	2250	3750	0	4000	2200	1700
20	3000	5000	0	5000	6000	1700
25	3750	6250	0	5000	6100	1700
30	4500	7500	0	5000	6600	1700

(County Exhibit No. 32). The County maintains that it cannot afford to pay for the Association's longevity proposal. It also contends that there is no evidence that senior Suffolk County Police Officers are leaving the Department because longevity benefits are too low. Thus, the County insists that the Association's longevity proposal is unreasonable and ought to be

rejected.

The County opposes the Association's proposal to increase the steady tour night differential to ten percent (10%). It asserts that the Association's night shift differential proposal is merely a wage proposal in disguise. The County maintains that the total cost of the Association's night shift differential proposal, if awarded, would be \$96,552 over the life of a four (4) year Agreement. It contends that the County can ill afford this additional cost for police services. Therefore, the County argues that the Association's night shift differential proposal should be rejected.

The County opposes the Association's proposal that the County be required to make Benefit Fund contributions on behalf of Police Officers who retire on job-related disability pensions, until those Officers reach twenty (20) years of service. The County maintains that it is already providing generous benefits to its active Police Officers and that it has adopted the most generous pension plan offered for retirees. It contends that the County cannot afford to pay for additional benefits for any of its retired Police Officers. In addition, the County asserts that there is no evidence in the record demonstrating that any disabled Police Officer who receives a disability retirement pension needs the supplemental benefit being proposed by the Association. Therefore, the County argues that the Association's Benefit Fund contribution proposal is unreasonable and ought to be rejected.

The County opposes the Association's proposal that sick time

accumulation be increased from 520/260 to 600/300. The County asserts that its Police Officers presently are entitled to accumulate more unused sick days and are paid for more unused sick days upon retirement, than their counterparts in comparable jurisdictions. It also claims that the total cost of the Association's sick leave accumulation proposal, if awarded, would be \$806,890 over the life of a four (4) year Agreement. It submits the following data in support of those assertions.

**POLICE BENEVOLENT ASSOCIATION**

**Proposal - Section 22 Sick Leave: increase maximum accumulation  
To 600/300 days.**

157 Members x 20 days x \$257 = \$806,980

Comparable Sick Leave with Other P.B.A.'s (1995)

<u>SUFFOLK</u>	<u>PROPOSED</u>	<u>N.Y. STATE</u>	<u>N.Y. CITY</u>	<u>NASSAU</u>	<u>WESTCHESTER</u>
260/520	300/600	33/300	N/A	235/470	120/240

**NOTE: \$257 represents daily wage with no increase.**

(County Exhibit No. 34). The County maintains that it cannot afford to pay for the Association's sick leave accumulation proposal. Therefore, it argues that the Association's sick leave accumulation proposal should be rejected.

The County opposes the Association's proposal that vacation leave accumulation be increased from ninety (90) to one hundred and twenty (120) days. The County asserts that its Police Officers are

presently entitled to accumulate more vacation days than their counterparts in comparable jurisdictions. It also claims that the total cost of the Association's vacation leave accumulation proposal, if awarded, would be \$4,272,111 over the life of a four (4) year Agreement. It submits the following data in support of those assertions.

**POLICE BENEVOLENT ASSOCIATION**

**Proposal - Section 23 Vacation Accruals - Maximum accumulation from 90 to 120 days**

**Potential Cost - .3 x 1847 x \$257 x 30 days = \$4,272,111 or 4.32%**

**Comparable Vacation Maximum schedule P.B.A. (1995)**

<b>SUFFOLK</b>	<b>PROPOSED</b>	<b>N.Y. STATE</b>	<b>N.Y. CITY</b>	<b>NASSAU</b>	<b>WESTCHESTER</b>
90	120	30	15+3 per yr.	54	50

**NOTE: 30% of employees in last 3 years have had maximum vacation accruals upon termination. Costs may increase if percentage of employees with maximum accruals increase.**

(County Exhibit No. 35). The County contends that it can ill afford to pay for the Association's vacation leave accumulation proposal. Therefore, it argues that the Association's vacation leave accumulation proposal is unreasonable and ought to be rejected.

The County opposes the Association's proposal that the work schedule for second year Officers be reduced to two hundred and forty two (242) days per year. It contends that during negotiations concerning the adoption of the current work schedule,

the number of days second year employees were required to work was reduced from two hundred and sixty one (261) days to two hundred and forty nine (249) days per year. However, the County maintains that the second year of employment is the most crucial time for determining an individual's ability to handle the demanding tasks of being a Police Officer. It asserts that Police Officers work under close supervision during their first year of employment. The County submits that it is not until the second year of employment that a County Police Officer is permitted to work alone and rely solely on his or her own judgement and common sense. Therefore, it argues that further reductions in the number of days worked by second year Officers will hinder the County's ability to evaluate these Officers at a critical time in their careers.

In addition, the County maintains that second year Police Officers actually work far fewer than two hundred and forty nine (249) days per year, which the Agreement permits. It contends that in 1995, second year Police Officers actually appeared at work an average of only two hundred and sixteen (216) days due to vacations, leaves, etc. Thus, the County argues that the Association's second year Officer work schedule proposal is unacceptable from a public policy perspective. It further asserts that the Association's second year Officer work schedule proposal, if awarded, could potentially cost the County \$1,705,452 over the life of a four (4) year Agreement. Thus, the County insists that the Association's second year Officer work schedule proposal is unacceptable from a fiscal perspective. Therefore, the County

argues that the Association's second year Officer work schedule proposal is unreasonable and unnecessary and ought to be rejected.

The County opposes the Association's proposal to delete the Agreement's restrictions on County Police Officers engaging in off-duty employment in the security industry. It maintains that the Agreement's partial restriction on off-duty employment in the security industry was implemented because of a concern that employment in the security industry would expose Officers to volatile situations which could result in injury, lost time at work or exposure to civil claims. The County asserts that besides the potential loss of staff, the Department could be exposed to liability claims for negligent training and the cost of generous pension benefits for disabled Officers. It submits that the risks inherent in Police Officers performing off-duty security work have not lessened over time. Therefore, the County argues that the Association's off-duty security work proposal should be rejected.

The County opposes the Association's life insurance proposal. It maintains that there is no evidence in the record which establishes a need to change the current life insurance policies provided to the County's Police Officers. Thus, the County argues that the Association's life insurance proposal is unreasonable and ought to be rejected.

In all, the County asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded. The County also claims that the proposals for increases set forth by the Association are unnecessary and excessive.

## OPINION

Several introductory comments are appropriate here. As Interest Arbitrator under the parties' agreed upon procedure, I must adhere to the relevant statutory criteria set forth in Section 209 (4), (v) of the Taylor Law. These criteria are:

a. comparison of 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 interest 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) hazard of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of the 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.

Accordingly, and with these principles in mind, I now turn to the facts of this dispute.

The Association has proposed a four (4) year Agreement covering the period January 1, 1996 through December 31, 1999. The County also has proposed a four (4) year Agreement for an identical term. Since both the Association and the County have proposed a four (4) year Agreement, and have agreed that I issue an Award covering this period, I have formulated this Award based upon a

contract term of four (4) years.

In addition, a four (4) year Agreement makes good sense. First, an Award covering a four (4) year period will enable the parties involved in this proceeding to have a period of time to resume their relationship free from the interruptions of collective bargaining. This period of time also will give the parties the opportunity to work with some of the contract changes being awarded, herein. It is only through the passage of time that both the County and the Association will be able to determine if these changes have worked. After a substantial period of review, each of the parties will be able to seek in subsequent negotiations any modification that it deems appropriate.

Second, it is important to note that an Award of only a three (3) year Agreement would require negotiations between the parties to begin one (1) year sooner for a successor agreement. This would be unduly burdensome on both the County and the Association. Thus, I concur with the parties' preference for a four (4) year Agreement.

I now turn to the remaining components of the parties' proposals. The Association has requested that on January 1 of each year of the Agreement, the County's Police Officers be granted a wage increase equal to six percent (6%) of the salary being paid to a top step Police Officer. The County has proposed that on January 1 of each year of the Agreement, the County's Police Officers be granted a two percent (2%) across-the-board wage increase.

I find both proposals to be unacceptable. Clearly, given the

financial circumstances of the County, there can be no justification for a salary increase of six percent (6%) on January 1 of each year of the Agreement, as proposed by the Association. Under no circumstances can this level of increase be justified in light of the relevant statutory criteria.

On the other hand, the County's proposal also is not justified. It would result in the County's Police Officers unnecessarily falling behind their counterparts employed by the County and in neighboring comparable communities. As explained below, the financial circumstances of the County can be taken into account without requiring that the wages of the County's Police Officers fall significantly behind the wages paid to other police officers in the County and in surrounding comparable jurisdictions. Thus, the County's wage proposal also cannot be justified when all of the relevant statutory criteria are taken into account.

Instead, I am persuaded that wage increases between the Association's six percent (6%) wage proposal and the County's two percent (2%) wage proposal are appropriate here. In addition, I am equally convinced that the wage increases should be delayed in the first and last year of the Agreement. This will provide a cash savings to the County while permitting the salaries of its Police Officers to keep pace with the salaries paid to officers in comparable communities. It will, of course, also lessen the total financial cost of the awarded increase. Significantly, in the first year the delay comports with the police pattern established in 1996 by the Award between the County and the Superior Officers.

In order to determine with specificity the appropriate wage increase, it is necessary to analyze the evidence presented by the parties concerning the statutory criteria.

The first statutory criterion requires a comparison of wages, hours and conditions of employment of the County's Police Officers 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.

The evidence demonstrates that both parties have presented a series of public sector jurisdictions which they assert should be compared to Suffolk County.

The Association relies upon comparisons with police officers employed by local Suffolk County municipalities. The Association also depends upon comparisons with the Superior Officers and the Detectives employed by Suffolk County. Finally, the Association emphasizes comparisons with the police officers employed by Nassau County.

The Association insists that Nassau County has been an accepted basis of comparison for both parties in several negotiations and before several arbitration panels. The Association also points out that I found Nassau County comparable in the earlier PBA, Superior Officer and Detective Interest Arbitrations involving the County.

The County uses as a basis for comparison several major United States cities with populations similar in size to Suffolk County.

Specifically, the County contends that Yonkers, NY, New Haven, CT, Newark, NJ, Buffalo, NY, New York City, Jersey City, NJ, Elizabeth, NJ, and Syracuse, NY, are comparable jurisdictions for statutory purposes. The County also relies upon comparisons between its Police Officers and police officers employed by the Port Authority of New York and New Jersey, Nassau County, Westchester County and New York State. It asserts that these police departments are similar to the County's Police Department.

After a review of the evidence presented, I find that the police officers employed by Nassau County are the most relevant basis for comparison. This is so not only because Nassau County is a neighboring County, and not only because its police are the only other County police force on Long Island, but also because of the past bargaining history between the parties which has often used Nassau County police officers as an important basis for comparison. The record evidence indicates that Nassau County and Suffolk County have historically been used, during the course of negotiations, as comparables. In fact, the County proposed Nassau County as a comparable in this proceeding. I have no reason to deviate from the parties' practice of viewing Nassau County as highly comparable. This was also my finding in the prior interest arbitration Award involving these parties dated June 11, 1993.

However, the County is correct in pointing out that the latest collective bargaining agreement between Nassau County and its police officers has yet to be ratified by the Nassau County Legislature. Obviously, a tentative collective bargaining

agreement which has yet to be ratified is far less relevant than an agreement which has been agreed to and ratified by the parties.

I also find that the it is correct to rely upon comparisons with police officers employed by local communities in Suffolk County. Local municipalities in Suffolk County are similar to one another and to the County as a whole. Suffolk County is composed of its constituent communities. It does not somehow exist apart from the municipalities within its borders. Although not identical, the evidence establishes that there is a certain degree of overlap between the training received and the work performed by the County's Police Officers and the municipal police officers employed in Suffolk County. Therefore, I find that the Suffolk County communities are also comparable to the County for purposes of drawing the comparisons required by the statute.

The evidence submitted by the Association concerning these comparable local communities in Suffolk County, establishes that the County's Police Officers were, in terms of wages, the second highest paid officers among these comparable jurisdictions in 1995 (Association Exhibit No. 16). It further demonstrates that a two percent (2%) wage increase in 1996, as proposed by the County, would result in the County's Police Officers falling to sixth position, in terms of wages, among these comparable jurisdictions in 1996 (Association Exhibit No. 16). In addition, the evidence shows that if Northport, whose police officers were the highest paid among these comparable jurisdictions in 1995, were to grant its officers as little as a one percent (1%) wage increase in 1996,

then the County's Police Officers would fall to seventh position, in terms of wages, among these comparable jurisdictions in 1996 (Association Exhibit No. 16). Such a deterioration in the relative ranking of the County's Police Officers in terms of salary cannot be justified.

On the other hand, the evidence submitted concerning these comparable local communities in Suffolk County demonstrates that a six percent (6%) wage increase in 1996, as proposed by the Association, would result in the County's Police Officers jumping to first position, in terms of wages, far ahead of their counterparts in these comparable jurisdictions in 1996 (Association Exhibit No. 16). Thus, the Association's evidence of comparability does not support the size of the wage increase being proposed by the Association.

The County's proposed comparables are, in part, appropriate. Although jurisdictions such as New York City are not as similar to the County as Nassau County, comparisons between the County's Police Officers and their counterparts in New York City, are clearly relevant. Comparability rather than identity of jurisdictions is all that is required by the statute. Differences in degrees of comparability can be taken into account when evaluating the evidence drawn from jurisdictions with different degrees of comparability. Thus, I find that the comparisons drawn by the County also are relevant to this dispute.

In all, the relevant evidence of comparability supports the awarding of a wage increase in between the wage increases proposed

by the parties.

The Association also has appropriately relied upon comparisons between the County's Police Officers and its Detectives, Superior Officers and Detective Investigators. The evidence establishes that for some time there has been a de facto pattern in existence within the County among the police personnel belonging to these four (4) Associations: the Police Benevolent Association, the Superior Officers, the Detectives and the Detective Investigators. This pattern was specifically articulated in my 1993 and 1994 Interest Arbitration Awards involving the County and the P.B.A., S.O.A. and S.D.I. There I agreed with the County stating that this "police pattern" required that the basic economics of the packages awarded to these different police personnel be consistent. While not requiring that every element of those agreements be identical, I found that the basics of the Agreements should be the same for all of these units yet allowing for the unique aspects of each unit to be addressed within the "police pattern". To this end, I decided on February 17, 1994 that the economic package awarded to the Superior Officers, which was subsequent to the economic package awarded to the County's Police Officers, was to be tied to the percentage increases awarded to the County's Police Officers for the time frame covered by both Awards. Similarly, a permanent differential was established for the County's Detectives, which was tied directly to the wages received by the County's Police Officers.

This "police pattern" within the County makes good sense. It

permits police personnel with similar skills and working under similar conditions to be compared as required by the relevant statute. It also permits the County to more predictably budget its resources and to avoid the "leapfrogging" and "one-up-manship" which is so devastating to the County's budgetary process as well to morale and stable labor relations within the County's Police Department.

Moreover, basic adherence to this "police pattern" is necessary to avoid undermining the bargaining unit that first reaches an agreement with the County or receives the first Interest Arbitration Award in a particular bargaining round. No police bargaining unit within the County will be willing to proceed with bargaining or the interest arbitration process, so long as it remains possible that it will be embarrassed by subsequent agreements or awards that improve upon what the first bargaining unit agreed to or was awarded.

In addition, basic adherence to this "police pattern" will provide an impetus for quick settlements which has a number of advantages for the County's Police Department. Quick settlements make it possible for the County to know the future cost of police services, thereby making it easier for the County to make correct decisions regarding manpower and its financial commitments. Quick settlements also avoid the morale problems usually associated with a drawn out negotiations process. Finally, quick resolution advantage the County by freeing Labor Relations and Police Personnel to address other pressing issues.

To this end, just as the County's Superior Officers and Detectives were bound to an earlier pattern established by the County's Police Officers, the record demonstrates that the County's Superior Officers have established a pattern for the wage increase in the first year of this Award, with a five and one-half percent (5-1/2%) wage increase effective February 1, 1996.

The magnitude of this wage increase might be more than the size of the increase I would have been awarded if this "police pattern" had been ignored and I had focused solely on the current economic realities. However, the County cannot have it both ways. The County cannot repeatedly insist upon this "police pattern" for the sake of stability, as it has in the past, and then reject this "police pattern" when it thinks it can do better financially than the pattern in a single year. To ignore the police pattern in 1996, as the County has suggested, would not only destroy the pattern, but would encourage each Police Association to attempt to deviate from the established pattern due to the economic realities at the time of their negotiations or interest arbitration proceedings. Such arguments would be devastating to the County. Thus, I conclude that the County's Police Officers shall be awarded a five and one-half percent (5-1/2%) wage increase effective February 1, 1996, this is the appropriate adjustment for the first year of the parties' Agreement.

The next criterion in dispute between the parties requires an evaluation of the interest and welfare of the public and the financial ability of the public employer to pay.

As to the interest and welfare of the public, I agree with the County that its citizens are not benefitted by a salary increase which the County cannot afford and which results in reductions in other needed services. Therefore, logically, the County's proposal which is lower than the Association's, is preferred when evaluating the economic interest and welfare of the public.

However, the public's interest and welfare is also served by a police force that is stable and whose morale is high. Thus, I am persuaded that a wage package which deviates dramatically from the type of salary increases provided to other police officers in the County and in comparable neighboring communities, or which dramatically alters the salary ranking of the County's Police Officers, does not serve the interests and welfare of the citizens of Suffolk County. After all, the interest and welfare of the public is not limited solely to the public's financial interest and welfare. By necessity, it also must involve the community's interest and welfare in having its police force continue to serve its essential needs and provide essential services.

Under any reasonable view, the economic proposal set forth by the County will unnecessarily and invariably cause a decline in police morale. This is especially so in the first year where the County proposed a wage adjustment of three and one-half percent (3½%) below that award to Superior Officers in 1996. Such a disparity will adversely impact upon the relationship between Police Officers and the individuals who supervise them. Such a result does not serve the interests and welfare of the public.

Moreover, the County's proposal is not compelled by the evidence concerning its financial ability to pay. The County has made a compelling case that it is not flush with money. It also has established that its taxpayers, like other taxpayers on Long Island, are ill-equipped to absorb additional tax increases. Thus, given the current economic climate on Long Island and in the County, this statutory criterion requires that I not award the six percent (6%) wage increases being sought by the Association. However, the County has not shown that it cannot afford to pay more than a two percent (2%) wage increase in each year of the Agreement. Thus, the evidence submitted by the parties concerning this statutory criterion also supports awarding a wage increase in between the increases proposed by the parties.

In addition, by awarding delayed wage increases in the first and last year of the Agreement, as specified below, the County's financial circumstances can be taken into account without dramatically affecting the relative standing of the County's Police Officers in terms of salary. Delaying wage increases allows police officers to receive a higher salary at the end of a calendar year than they would be receiving if the same dollar amount in annual wages was paid to those officers over the course of the entire year, after a smaller wage increase at the beginning of the year. It also permits a jurisdiction to spend less cash while maintaining morale within its Police Department.

For example, a four percent (4%) wage increase granted on July 1, results in police officers being paid a weekly salary

during the last half of the year equal to the weekly salary they would have been paid had they received a four percent (4%) wage increase on January 1. However, over the course of the entire calendar year, the officers will have received total wages equivalent to the amount they would have received had they been granted a two percent (2%) wage increase on January 1.

Thus, delaying wage increases has two benefits. At the end of the year officers are receiving the same weekly salary rate as their counterparts in comparable communities who received their increase at the beginning of the year. Whatever ground was lost at the beginning of the year has been made up in rate adjustment. However, the County has paid out less cash wages for the entire year and has more money available to fund other County priorities.

Thus, the financial burden on the public of granting wage increases to the County's Police Officers can be taken into account without awarding a wage package which dramatically deviates from the type of salary increases provided to officers in comparable communities.

The next statutory criterion requires a comparison of the peculiarities of being a police officer with 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. The unique and extensive hazards confronted by police officers are undisputed. Police officers face a relatively high risk of death or serious injury in the line of duty. Police work also requires unique

physical, educational and mental qualifications as well as extensive training.

These unique aspects of being a police officer do not dictate the awarding of either the Association's or the County's wage proposal. However, they do mandate that the most relevant comparisons to be drawn pursuant to the statutory criteria, are those drawn between police officers in comparable communities and other officers covered by the Police pattern.<sup>1</sup> Other employees simply do not face the type and degree of hazards faced by police officers and are not required to possess the combination of physical and mental skills police officers must acquire.

As noted above, comparisons between the wages paid to the County's Police Officers and to police officers in comparable communities, support the awarding of a wage increase in between the increases proposed by the Association and the County. Thus, I also find that this statutory criterion supports awarding a wage increase in between the increases proposed by the Association and the County.

The next statutory criterion requires a consideration of the terms of the 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

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<sup>1</sup>I also find specifically under this criterion that the wage adjustments received by other County employees, and not this covered by the police pattern, are not relevant.

time off and job security.

This criterion is an important one in that it recognizes that each negotiation and each interest arbitration cannot be viewed in a vacuum. Cognizance must be taken of the parties' bargaining history. In this regard, it is important to take into account the relationship between the terms and conditions of employment of the County's Police Officers and the County's Detectives and Superior Officers and Detective Investigators. As discussed above, the pattern that exists between the different unionized police personnel within the County cannot be ignored when determining the wages, hours and terms and conditions of employment of the County's Police Officers. While not dispositive that pattern is of enormous significance.

Thus, in determining the appropriate wage increase to be awarded, I have taken into account the relevant aspects of the parties' prior collective agreements as well as the relevant aspects of the County's collective agreements with its Detectives, Superior Officers and Detective Investigators. They, too, support the wage increases awarded below.

After carefully considering the record evidence and the relevant statutory criteria, I have determined that the 1996 wage increase shall be a five and one-half percent (5-1/2%) wage increase effective February 1, 1996. This results in a cost to the County in 1996 equivalent to a 5.04 percent wage increase, which I find that the County can afford to pay. It also permits the wage increases granted to the County's Police Officers to keep pace with

the wage increases granted to the County's Superior Officers in 1996.

As noted above, the 1996 wage increase would have been smaller had I focused exclusively upon the County's finances. However, the statute requires that I consider evidence other than the County's economic circumstances. As explained above, the statutory criteria requires that I not ignore the pattern that exists among the terms and conditions of employment of the different police personnel employed by the County. However, the size of the increase granted to the County's Police Officers in 1996 as a result of this "police pattern", requires that the increases awarded in the subsequent years of the Agreement be less than they otherwise might have been for those specific years.

The 1997 wage increase shall be a four percent (4%) wage increase effective January 1, 1997. With the roll-over cost of .46% from the 1996 wage increase, this results in a cost to the County in 1997 equivalent to 4.46% wage increase. The 1998 wage increase shall be a four percent (4%) wage increase effective January 1, 1998. The 1999 wage increase shall be a four percent (4%) wage increase effective April 1, 1999. This results in a cost to the County in 1999 equivalent to a three percent (3%) wage increase.

Since the record demonstrates and it is uncontested that the wage increases granted to the County's Police Officers in the past have been calculated based upon the wages paid to top step Police Officers, I shall retain the parties' practice. Therefore, I find

that the wage increases granted herein also shall be calculated based upon the wages paid to the County's top step Police Officers.

Thus, over the life of the Agreement I am awarding the County's Police Officers a seventeen and one-half percent (17-1/2%) rate increase in their salaries. This is a rate increase closer to the total rate increase proposed by the Association than the total rate increase proposed by County. However, due to delays in portions of the awarded wage increase, the cost to the County over the life of the Agreement is equivalent to sixteen and one-half percent (16-1/2%), which averages out to an annual increase of 4.125%. This is approximately between the wage increases proposed by the County and the wage increases proposed by the Association.<sup>2</sup> This level of increase also is in line with the evidence submitted regarding wage increases negotiated or awarded to police officers on Long Island, in Westchester and in Southern New Jersey. It falls within the range awarded in the comparable jurisdictions.

Thus, the financial circumstances of the County and its taxpayers have been taken into account and the wages of the County's Police Officers have not fallen behind the wages paid to officers in comparable jurisdictions.

I now turn to the other economic and non-economic terms and conditions of employment proposed by the parties.

Currently, the County's Canine Officers are paid four thousand seven hundred and fifty dollars (\$4,750) per year for the hours

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Of course, there is a roll-over cost of 1% in 2000 as a result of delaying the effective date of the last increase to April 1, 1999.

they spend caring for their dogs. The Association has proposed that canine pay be increased by six percent (6%) on January 1 of each year of the Agreement.

The evidence establishes that the increase for Canine Officers requested by the Association is reasonable when compared to the number of hours the County's Canine Officers spend caring for their dogs. However, the evidence also shows that the County's economic circumstances do not permit it to pay the extent of the increase in canine pay being requested by the Association. Thus, after carefully considering the record evidence and the relevant statutory criteria, I find that canine pay shall be increased by an amount equivalent to the wage increases being awarded to the County's Police Officers.

However, I also recognize that the County's Superior Officers might be granted or awarded an increase in canine pay during upcoming negotiations with the County concerning their terms and conditions of employment from January 1, 1997 through December 31, 1999. Clearly, if the County had already granted its Superior Officers an increase in canine pay, a stronger case could be made for granting the County's Police Officers an equivalent increase in canine pay. As noted above, it would be destabilizing for labor relations in the County, for the Police Officers to be penalized for being the first bargaining unit to reach agreement or conclude an interest arbitration with the County. Therefore, I shall grant the Association the right to reopen the issue of canine pay, including the right to proceed to interest arbitration on that

issue, if the County and the Superior Officers agree to or an Interest Arbitrator awards a change beyond that awarded, herein, for Superior Officers regarding canine pay.

Currently, the County's Benefit Fund contribution is twelve hundred dollars (\$1200) per year per Police Officer plus an additional two hundred thousand dollars (\$200,000) per year for an Education Allowance. The Association has proposed that the County's Benefit Fund contributions and Education Allowance be increased by six percent (6%) on January 1 of each year of the Agreement.

The most equitable method of addressing this demand is to link increases in these payments to the percentage wage increase awarded, herein. In this way, the Benefit Fund Trustees will be required to operate the Benefit Fund in accordance with projected increases tied to the statutory criteria. These criteria are intended to create increases or adjustments tied to the realities of fiscal data, the cost of living and the County's ability and willingness to pay. Such linkage will also enable the County to budget more effectively.

The evidence also demonstrates that the County can afford to pay percentage increases in Benefit Fund contributions equal to the percentage wage increases being awarded, herein. Thus, after carefully considering the record evidence and the relevant statutory criteria, I find that the County's Benefit Fund contributions shall be increased by the same amount as the wage increases awarded herein.

However, I also recognize that the County's Superior Officers or Detectives might be granted or awarded an increase in the County's contribution to their respective benefit funds during their upcoming negotiations with the County concerning their terms and conditions of employment from January 1, 1997 through December 31, 1999. Therefore, for the reasons discussed above, I shall grant the Association the right to reopen the issue of Benefit Fund contributions, including the right to proceed to interest arbitration on that issue, if the County and the Superior Officers or the Detectives agree to or an Interest Arbitrator awards an increase in the County's benefit fund contributions beyond that awarded, herein, to the Superior Officers or Detectives greater than that granted in this Award.

Currently, County Police Officers in certain job titles, such as emergency services and marine bureau dive teams, receive pay differentials of one hundred and seventy five dollars (\$175) per month as assignment pay. The Association has proposed that assignment pay be increased by six percent (6%) on January 1 of each year of the Agreement.

The record demonstrates that Police Officer assignment pay has not been increased since 1991. This is unjustified. The evidence further demonstrates that the County can afford to pay an increase in assignment pay equivalent to the wage increase being awarded, herein. Thus, after carefully considering the record evidence and the relevant statutory criteria, I find that assignment pay shall be increased by an amount equivalent to the wage increases granted

to the County's Police Officers.

County Police Officers receive longevity pay starting in their sixth year of employment. Currently, the longevity pay received by the County's Police Officers is equal to one hundred and fifty dollars (\$150) for each year of service. The Association has proposed increasing longevity pay to three hundred and fifty dollars (\$350) for each year of service.

The record evidence shows that the County's Police Officers are paid less in longevity pay than many of their counterparts in comparable jurisdictions (Association Exhibit No. 16).

#### SUFFOLK COUNTY POLICE DEPARTMENTS

##### LONGEVITY

	5 Yrs	10 Yrs	15 Yrs	20 Yrs
Nassau County	900	1500	2200	300/yr.
Suffolk County	750	1500	2250	3000
Amityville	675	1300	1975	2600
E. Hampton	1350	2100	2600	
E. Hampton Village	875	1750	2625	3500
Lloyd Harbor	600	1150	1600	2100
Northport	750	1500	2250	3000
Quogue	1406	2812	4218	
Riverhead		2087	3130	3652
Sag Harbor	800	1400	2000	2500
S. Hampton Town	2250	2750	3250	
S. Hampton Village	610	2441	3052	3662
Southold		2914	3497	4080
W. Hampton Village	1000	2100	3200	

However, the evidence of comparability, including the evidence submitted by the County, does not support awarding the magnitude of the increase in longevity pay being sought by the Association.

Moreover, the County's financial circumstances require that the increase in longevity pay be less than might otherwise be dictated by the record evidence concerning comparability. This is especially true during the first year of the Agreement, when the County's Police Officers are receiving the largest of the Agreement's four (4) annual wage increases in recognition of the "pattern" that exists in the County among law enforcement personnel. Thus, I find that the County cannot afford any increase in longevity pay during the first year of the Agreement.

After carefully considering the statutory criteria and all of the relevant evidence concerning this proposal, I find that effective January 1, 1997, longevity pay for the County's Police Officers shall be increased by twenty five dollars (\$25) per year to one hundred and seventy five dollars (\$175) per year of service, and that effective January 1, 1998, longevity pay for the County's Police Officers shall be increased by an additional twenty five dollars (\$25) per year to two hundred dollars (\$200) per year of service.

However, I also recognize that the County's Superior Officers or Detectives might be granted or awarded a larger increase in longevity pay during their upcoming negotiations with the County concerning their terms and conditions of employment from January 1, 1997 through December 31, 1999. Therefore, for the reasons discussed above, I shall grant the Association the right to reopen the issue of longevity pay, including the right to proceed to interest arbitration on that issue, if the County and the Superior

Officers or the Detectives agree to or an Interest Arbitrator awards an increase in longevity pay larger than the increase awarded, herein.

Currently, County Police Officers who work a steady night shift receive a night shift differential equal to nine and one-quarter percent (9-1/4%) of base pay. The Association has proposed that the night shift differential for Police Officers who work a steady night shift be increased to ten percent (10%) of base pay.

The record evidence demonstrates that police officers who work steady nights in Nassau County, which I have found to be the most comparable jurisdiction to Suffolk County, receive a ten percent (10%) differential for all hours worked at night (Association Exhibit No. 16). In addition, the record shows that only approximately fifty (50) County Police Officers work steady nights. Thus, I find that the County can budget for and afford to pay for this proposal so long as it is not awarded until the second year of the Agreement. Therefore, after carefully considering the record evidence and the relevant statutory criteria, I find that effective January 1, 1997, the steady night shift differential, excluding ten (10) hour shifts, shall be increased to ten percent (10%).

However, for the reasons discussed above, I again recognize that the County's Superior Officers or Detectives might be granted or awarded a larger increase in their night shift differential during their upcoming negotiations with the County concerning their terms and conditions of employment from January 1, 1997 through December 31, 1999. Therefore, I shall grant the Association the

right to reopen the issue of night shift differential, including the right to proceed to interest arbitration on that issue, if the County and the Superior Officers or the Detectives agree to or an Interest Arbitrator awards an increase in night shift differential larger than the increase awarded, herein.

The Association has proposed that the County be required to contribute to the Benefit Fund on behalf of Police Officers who retire on a job related disability pension until the Police Officer has obtained twenty (20) years of service. Currently, County Police Officers who must retire because of job related disabling injuries, receive certain medical benefits along with their pensions. However, these Officers lose protections previously provided by the Benefit Fund, such as dental and optical coverage. This creates a hardship for those Police Officers who have become disabled protecting the residents of Suffolk County. In addition, the evidence shows that this benefit will need to be paid for only a limited number of Officers and for only a limited period of time, i.e., through their twentieth year of service (Association Exhibit No. 18).

Thus, I find that the County can budget for and afford to pay for this proposal so long as it is not awarded until the second year of the Agreement. Therefore, after carefully considering the record evidence and the relevant statutory criteria, I find that effective January 1, 1997, the County shall be required to contribute to the Benefit Fund on behalf of all employees who retire or have already retired on a job related disability, until

the retiring employee reaches the anniversary date of his or her twentieth year of service.

Currently, County Police Officers are permitted to accumulate five hundred and twenty (520) days of paid sick leave and are paid for half of their accumulated days, up to two hundred and sixty (260), at the time of their retirement. The Association has proposed that County Police Officers be permitted to accumulate six hundred (600) days of paid sick leave and be paid up to three hundred (300) days of paid sick leave at the time of their retirement.

The Association has persuasively argued that because the use of sick days often requires the County to pay other Officers overtime at one and one-half times regular rates of pay, it would be cost effective for the County to permit Police Officers to accumulate a greater number of paid sick days. This is especially so since the cost of increasing the accumulation of paid sick days is spread out over an Officer's entire career. Moreover, to not increase this accumulation may encourage certain Officers already at maximum to utilize sick days on the theory that, otherwise, they would be "lost" without any remuneration. This, in turn, would negatively impact upon the Departments' overtime budget.

However, the implementation of this proposal has little chance to be cost effective if the County is not permitted sufficient time to evaluate the impact of this proposal on its manpower needs. Thus, I shall delay the implementation of this proposal until February 1, 1997. Therefore, after carefully considering the

record evidence and the relevant statutory criteria, I find that effective February 1, 1997, County Police Officers shall be permitted to accumulate up to six hundred (600) days of paid sick leave and be paid up to three hundred (300) days of paid sick leave at the time of their retirement.

Currently, County Police Officers are permitted to accumulate up to ninety (90) days of paid vacation. The Association has proposed that Police Officers be permitted to accumulate up to one hundred and twenty (120) days of paid vacation.

The Association has persuasively argued that because the use of vacation days often requires the County to pay other Officers overtime at one and one-half times regular rates of pay, it would be cost effective for the County to permit Police Officers to accumulate a greater number of paid vacation days. This is especially so since the cost of increasing the accumulation of paid vacation days is spread out over an Officer's entire career. Given the other provisions modified, herein, which will dramatically increase the efficiency of the Department, and will provide actual cash savings to the County, there is sufficient justification for awarding this proposal.

However, the implementation of this proposal has little chance to be cost effective if the County is not permitted sufficient time to evaluate the impact of this proposal on its manpower need. Thus, I shall delay the implementation of this proposal until February 1, 1997. Therefore, after carefully considering the record evidence and the relevant statutory

criteria, I find that effective February 1, 1997, County Police Officers shall be permitted to accumulate up to one hundred and twenty (120) days of paid vacation.

Currently, newly hired County Police Officers work two hundred and sixty one (261) days during their first year of employment, two hundred and forty nine (249) days during their second year of employment, and thereafter, two hundred and thirty two (232) days per year. The Association has proposed that the number of days worked by second year Police Officers be reduced to two hundred and forty two (242) days per year.

There is no persuasive evidence in the record supporting this proposal. The evidence of comparability does not support the awarding of this proposal. It demonstrates that second year officers employed by Nassau County, which I have found to be the most comparable jurisdiction, are scheduled to work two hundred and sixty (260) days per year (Association Exhibit No. 22). It further demonstrates that second year officers in many comparable local Suffolk County jurisdictions are scheduled to work more than two hundred and thirty two (232) days per year (Association Exhibit No. 22).

Moreover, newly hired Police Officers know before they accept employment with the County, that they will be scheduled to work two hundred and forty nine (249) days during their second year of employment. There is no basis in the record for deviating from that expectation. In addition, given the County's financial circumstances and the improvements in wages and benefits awarded

herein, the County cannot afford to reduce the work schedule of second year officers any further.

Thus, after carefully considering the record evidence and the relevant statutory criteria, I find that the Association's second year work schedule proposal is unreasonable and shall not be awarded.

Currently, County Police officers hired on or after January 1, 1994, are not permitted to engage in off duty security work under any circumstances. However, County Police Officers who were hired prior to January 1, 1990 have no restrictions on engaging in off duty security work. The Association has proposed deleting from the Agreement all restrictions upon Police Officers engaging in off duty security work.

The Association has persuasively argued that the County's Police Officers, like most other members of the public, should be permitted to earn extra income by working in their field of expertise when they are not working for their employer. In addition, I am not persuaded by the County's arguments that this proposal will impose a substantial cost on the County as a result of injuries to Police Officers during their off duty employment. There is no evidence that Officers hired prior to January 1, 1990, who have no restrictions on engaging in off duty security work, have been injured in large numbers during their off duty employment. Moreover, this provision exists in virtually no collective bargaining agreement in a comparable community. Also, this demarcation permitting some Officers to engage in off duty

security work, while others cannot, has no rational basis and cannot be viewed as helping the Department. In fact, while this is not a provision I would normally address in Interest Arbitration, the experience regarding pre-1990 Police Officers, and the fact that there is no evidence of actual; rather than potential problems, compels awarding the Association's proposal.

Thus, after carefully considering the record evidence and the relevant statutory criteria, I find that effective ninety (90) days after the issuance of this Opinion and Award, restrictions on Police Officers engaging in off duty employment shall be deleted from the Agreement.

Currently, the County provides each Police Officer with a twenty five hundred dollar (\$2500) whole life insurance policy. The Association has proposed that the premiums for these policies be discontinued and that the premium paid by the County for these policies in 1995, be paid each year to an Association Insurance Fund so that it may be invested on behalf of each Police Officer.

The County's Police Officers, through the Association, are in a better position than the County to assess the value to those Officers of the whole life insurance policies currently being provided by the County. The County's Police Officers obviously believe that they would be better served by discontinuing the whole life insurance policies being paid for by the County, and using the monies expended by the County on those policies to purchase a different investment. To ignore their belief as ill-founded, would be unjustifiably paternalistic. Moreover, awarding this

proposal will not impose any additional costs on the County. Thus, after carefully considering the record evidence and the relevant statutory criteria, I find that the Association's life insurance proposal is reasonable. Therefore, it shall be awarded, effective January 1, 1997.

The County has proposed amending Section 19(a)(1) of the Agreement to provide the following additional "Rotating Two Tour Schedule":

. . . OR, five (5) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; five (5) consecutive eight (8) hour evening shifts followed by eighty (80) hours off; four (4) consecutive eight hour day shifts followed by ninety-six (96) hours off; and five (5) consecutive eight (8) hour evening shifts followed by eighty (80) hours off; or five (5) consecutive eight (8) hour day shifts followed by ninety-six (96) hours off; four (4) consecutive eight hour evening shifts followed by eighty (80) hours off; five (5) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; and five (5) consecutive eight hour evening shifts followed by eighty (80) hours.

(Joint Exhibit No. 6)

The County has persuasively argued that this proposal, if awarded, would increase the number of available personnel on "letter days", thereby reducing the substantial annual cost incurred by the Police Department in filling sector cars on "letter days." Given the County's financial condition, the savings which would be generated by awarding this proposal are appropriate. It will offer almost four hundred thousand dollars (\$400,000.00) worth of savings to the County. In turn, awarding this priority proposal to the County will help fund some of the wage and benefit

improvements awarded, herein.

In addition, the Association is unpersuasive in arguing that any changes in duty charts should be negotiated by the parties and should not be the result of an Interest Arbitration Award. Nothing in the statute requires - or even suggests - that changes in duty charts are not an appropriate subject for an Interest Arbitration Award. Moreover, many terms and conditions of employment are modified in interest arbitration.

Thus, after carefully considering the record evidence and the relevant statutory criteria, I find that the County's rotating tour schedule proposal is reasonable and supported by the relevant statutory criteria. Therefore, it shall be awarded.

Currently, the Agreement permits the Police Department to deny Police Officer requests for personal leave days when a replacement Officer cannot be hired at overtime rates of pay. The County has proposed amending Section 25(f) of the Agreement so that personal leave days may be taken only upon the mutual consent of the Department and the Officer involved. Thus, the County has proposed, in essence, that it be given the unfettered right to deny requests by Police Officers for personal leave days.

There is little evidence in the record supporting this proposal. There is no evidence that Police Departments in comparable jurisdictions have the unfettered right to deny requests by police officers for personal leave days. In addition, I am not persuaded that the savings which might be generated by awarding this proposal are needed by the County to pay for the wage and

benefit improvements awarded herein. Therefore, after carefully considering the record evidence and the relevant statutory criteria, I find that the County's personal day proposal is unreasonable and shall not be awarded.

Currently, County Police Officers are permitted to go home sick after reporting to duty up to three (3) times per year without losing any paid sick time. The County has proposed amending Section 22(e) of the Agreement so that a Police Officer who reports to duty and is then excused due to illness, is docked for the time not worked.

The County has persuasively argued that the current provision amounts to three (3) additional paid sick days per year for numerous Officers. The record shows that Police Officers took thirteen hundred (1300) of these "free sick days" in 1995 (June 5, 1996 Transcript at pg. 24). County Police Officers, however, already receive twenty six (26) paid sick days per year (Joint Exhibit No. 8 at pg. 23). There is no evidence in the record demonstrating that County Police Officers require more than twenty six (26) paid sick days per year. To the contrary, the Association's proposal to increase the number of paid sick days the County's Officers are permitted to accumulate, demonstrates that the current paid sick day allotment of twenty six (26) days per year is sufficient to meet the needs of the County's Officers. Moreover, there is no evidence that officers in comparable jurisdictions receive more than twenty six (26) paid sick days per year. Finally, the savings to the County which would be generated

by this proposal, if awarded, would help the County pay for the wage and benefit improvements awarded herein.

Thus, after carefully considering the record evidence and the relevant statutory criteria, I find that the County's sick leave proposal is reasonable and ought to be awarded. Therefore, the Agreement shall be amended to provide, after the date of this Award, that an employee who reports to work and is then excused due to illness shall be docked sick time for that portion of the tour not worked, rounded off to the next half hour.

The County has proposed deleting language from the Agreement which limits the Police Department to one (1) duty chart per command. There is insufficient evidence to support this proposal. There is no evidence concerning comparability which justifies awarding this duty chart proposal. In addition, there is no persuasive evidence establishing the savings to the County which would be generated by this proposal if it were awarded. Therefore, after carefully considering the record evidence and the relevant statutory criteria, I find that the County's duty chart proposal shall not be awarded.

The County has proposed amending Section 20(f)(4) of the Agreement so that the County may change a Police Officer's scheduled tour of duty without penalty, "for court appearances and the like" (Joint Exhibit No. 6). There is insufficient evidence in the record supporting this proposal. There is no evidence concerning comparability which justifies awarding this proposal. In addition, I am not persuaded that the savings which might be

generated by awarding this proposal are needed by the County to pay for the wage and benefit improvements awarded herein. Therefore, after carefully considering the record evidence and the relevant statutory criteria, I find that the County's tour change proposal shall not be awarded.

The record shows that the County is required to pay an injured Police Officer a lump sum payment for the vacation time that Officer was unable to use. The County has proposed amending Section 22(f) of the Agreement so that the County need not pay Police Officers on 401 (disability) status for unused vacation time once those Officers have accrued the maximum amount of vacation accruals permitted by the Agreement.

There is insufficient evidence in the record supporting this proposal. There is no evidence concerning comparability which justifies awarding this proposal. Moreover, this type of change requires more thought and reflections before being implemented. Therefore, after carefully considering the record evidence and the relevant statutory criteria, I find that the County's 401 status proposal shall not be awarded.

Currently, the Agreement requires that tri-annual tours be scheduled on thirty (30) days notice. The County has proposed amending the Agreement so that tri-annual tours may be scheduled on ten (10) days notice. There is insufficient evidence in the record supporting this proposal. There is no evidence concerning comparability which justifies awarding this proposal. I also conclude that such a change would be unduly disruptive to the

County's Police Officers. Therefore, after carefully considering the record evidence and the relevant statutory criteria, I find that the County's tri-annual tour scheduling proposal shall not be awarded.

Currently, annual accrued time, such as sick leave, vacation leave and personal days, are credited to a Police Officer's account on January 1 of each year. Officers retiring after January 1 receive one hundred percent (100%) of this accrued time regardless of when they retire during the calendar year. The County has proposed amending the Agreement so that payment for unused accrued time be prorated based upon the date of a Police Officer's termination from County service.

This proposal makes good sense. An Officer who retires in December has earned a larger portion of his or her annual accrued leave than an Officer who retired the previous January. There is little reason why the Officer who retires in January should be given the same annual accrued leave as an Officer who works an additional eleven (11) months. Moreover, the savings to the County generated by this proposal, if awarded, will assist the County in paying for the wage and benefit improvements awarded herein and other County initiatives. Therefore, after carefully considering the record evidence and the relevant statutory criteria, I find that effective January 1st of the year following the last negotiated or arbitrated agreement between the County and the S.O.A., S.D.A. or S.C.D.I., County Police Officers retiring between January 1 and June 30 shall receive fifty percent (50%) of their

annual sick leave, vacation leave and personal leave for that year, and Officers retiring between July 1 and December 31 shall receive one hundred percent (100%) of their annual sick leave, vacation leave and personal leave for that year.

Currently, the County is required to pay a Police Officer who declines health insurance coverage, a cash payment equal to one-half ( $\frac{1}{2}$ ) of the cost the County would have otherwise paid for health insurance on the Officer's behalf. The County has proposed amending the Agreement so that it is no longer required to make these payments.

The record demonstrates that subsequent to the negotiation of this health insurance buy-back provision, the County became self-insured for health insurance purposes. Therefore, the County no longer saves insurance premiums when Officers decline health insurance coverage. The Association, however, has previously argued that Officers currently participating in the insurance buy-back program provided a valuable benefit to the County when the County was not self-insured. There is little reason why these Officers should lose the benefit of their bargain with the County, solely because the County has decided to self-insure for its employees' medical expenses. However, I find that this argument cannot persuasively be made for Officers who have never participated in the health insurance buy-back program. They never provided a benefit to the County by declining health insurance coverage and since the County is self-insured, would provide little benefit to the County by declining health insurance coverage in the

future.

Thus, after carefully considering the record evidence and the relevant statutory criteria, I find that the County's health insurance proposal should be adopted for Police Officers not participating in the buy-back program as of the date of this Opinion and Award, so long as the County continues to self-insure for medical expenses. Should the County return to other than a self-insured medical plan, all bargaining unit members shall be eligible to participate in the buy-back health insurance program.

However, the record shows that the County and its other unionized law enforcement personnel have a similar health insurance buy-back program. Thus, recognition of the "pattern" that exists between the County and its unionized law enforcement personnel dictates that this County proposal not take effect until the S.O.A., S.D.A. and the S.C.D.I. Associations agree to, or an Interest Arbitrator awards, the same provision. Therefore, the County's health insurance proposal shall be effective upon the S.O.A., S.D.A. and the S.C.D.I. Associations agreeing to, or an Interest Arbitrator awarding, the same provision.

In summary, I have carefully considered all of the relevant statutory criteria, as well as the type of standards normally evaluated in interest arbitrations of this kind, in reaching the findings above. In my view, they balance the rights of the members of the bargaining unit to fair improvements in their terms and conditions of employment with the legitimate needs of the County to prudently budget its economic resources.

Accordingly, the changes herein are awarded to the extent indicated in this Opinion. Any other proposed change in the expired Agreement is rejected.

**AWARD**

**1. TERM**

The Agreement shall have a term of January 1, 1996 to December 31, 1999.

**2. WAGES**

Bargaining unit members shall receive the following wage increases calculated upon the then current wage for top step Police Officers:

February 1, 1996	5-1/2%
January 1, 1997	4%
January 1, 1998	4%
April 1, 1999	4%

**3. CANINE OFFICER PAY**

Canine Officers shall receive the following increases in Canine Officer pay:

February 1, 1996	5-1/2%
January 1, 1997	4%
January 1, 1998	4%
April 1, 1999	4%

**4. BENEFIT FUND CONTRIBUTIONS**

The County's Benefit Fund contributions and Education Allowance shall increased by the following amounts:

February 1, 1996	5-1/2%
January 1, 1997	4%
January 1, 1998	4%
April 1, 1999	4%

**5. BENEFIT FUND-RETIRES**

Effective January 1, 1997, the County shall be required to contribute to the Benefit Fund on behalf of all employees who retire or have retired on a job related disability, until the retired employee reaches the anniversary date of his or her twentieth year of service.

**6. ASSIGNMENT PAY**

Assignment pay shall be increased by the following amounts:

February 1, 1996	5-1/2%
January 1, 1997	4%
January 1, 1998	4%
April 1, 1999	4%

**7. LONGEVITY**

Effective January 1, 1997, longevity pay for the County's Police Officers shall be increased by twenty five dollars (\$25) per year to one hundred and seventy five dollars (\$175) per year of service.

Effective January 1, 1998, longevity pay for the County's Police Officers shall be increased by twenty five dollars (\$25) per year to two hundred dollars (\$200) per year of service.

**8. NIGHT SHIFT DIFFERENTIAL**

Effective January 1, 1997, the steady night shift differential, excluding ten (10) hour shifts, shall be increased to ten percent (10%).

**9. SICK LEAVE**

Effective February 1, 1997, County Police Officers shall be permitted to accumulate six hundred (600) days of paid sick leave and shall be paid up to three hundred (300) days of paid sick leave at the time of their retirement.

**10. VACATION LEAVE**

Effective February 1, 1997, County Police Officers shall be permitted to accumulate up to one hundred and twenty (120) days of paid vacation.

**11. OFF DUTY SECURITY WORK**

Effective ninety (90) days after the issuance of this Opinion and Award, restrictions on Police Officers engaging in off duty employment shall be deleted from the Agreement.

**12. LIFE INSURANCE**

Effective January 1, 1997, the premium for the existing twenty five hundred dollar (\$2500) life insurance policy for each employee currently being purchased by the County, shall be discontinued and the premium for paid by the County for those policies in 1995, shall be paid each year to an Association Insurance Fund to be invested on behalf of each employee.

**13. DUTY CHARTS**

Effective January 1, 1997, Section 19(a)1 of the Agreement shall be amended to include the following language:

. . . OR, five (5) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; five (5) consecutive eight (8) hour evening shifts followed by eighty (80) hours off; four (4) consecutive eight hour day shifts followed by ninety-six (96) hours off; and

five (5) consecutive eight (8) hour evening shifts followed by eighty (80) hours off; or five (5) consecutive eight (8) hour day shifts followed by ninety-six (96) hours off; four (4) consecutive eight hour evening shifts followed by eighty (80) hours off; five (5) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; and five (5) consecutive eight hour evening shifts followed by eighty (80) hours.

(Vacation selections shall remain as per past practice).

#### **14. SICK LEAVE**

Effective upon the date of this Opinion and Award, the Agreement shall be amended to provide that an employee who reports to work and is then excused due to illness shall be docked sick time for that portion of the tour not worked, rounded off to the next half hour.

#### **15. TERMINATION PAY**

Effective January 1st of the year following the last negotiated or arbitrated agreements between the County and the Superior Officers Association, the Suffolk Detectives Association or Suffolk County Detective Investigators, County Police Officers retiring between January 1 and June 30 shall receive fifty percent (50%) of their annual sick leave, vacation leave and personal leave for that year, and Officers retiring between July 1 and December 31 shall receive one hundred percent (100%) of their annual sick leave, vacation leave and personal leave for that year.

#### **16. HEALTH INSURANCE BUY-BACK**

Employees participating in the parties' health insurance buy-back program as of the date of this Opinion and Award, shall continue to be eligible to participate in that program. Employees

not participating in the parties' health insurance buy-back program as of the date of this Award, shall no longer be eligible to participate in that program. Should the County return to other than a self-insured health insurance plan, all employees shall be eligible to participate in the health insurance buy-back program. This provision shall be effective upon the S.O.A., S.D.A. and the S.C.D.I. Associations agreeing to, or an Interest Arbitrator awarding, the same provision.

**17. REOPENER**

In the event that the County and its Superior Officers or the County and its Detectives, agree to, or an Interest Arbitrator awards, a change in any of the following terms and conditions of employment from January 1, 1997 through December 31, 1999, other than the changes awarded herein, the Association shall be entitled to reopen negotiations over that term and condition of employment, including the right to proceed to interest arbitration. The potential reopener issues are as follows:

- a) Night Differential - Section 11
- b) Longevity - Section 6
- c) Canine Officer Pay - Section 12(H)
- d) Benefit Fund Contributions - Section 7

October 11, 1996.



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Martin F. Scheinman, Esq.  
Interest Arbitrator

On this 11 day of October 1996, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., 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 the same.

Risa Frank  
\_\_\_\_\_  
NOTARY PUBLIC

**RISA FRANK**  
NOTARY PUBLIC, State of New York  
No. 0196244076  
Qualified in Suffolk County  
Commission Expires May 22, 1997