



## BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on May 31, 1991. Sometime prior thereto, they entered into negotiations for a successor agreement. Those negotiations proved unsuccessful, whereupon on April 23, 1992, the Village declared an impasse in negotiations and requested the appointment of a mediator. Numerous mediation sessions were conducted. Those mediation sessions proved unsuccessful, whereupon on May 24, 1993, the Association filed a petition requesting compulsory arbitration. Pursuant to the rules and regulations of the State of New York Public Employment Relations Board, I was jointly appointed by the parties as the Public Member of the Panel appointed to hear and adjudicate this dispute.

On November 15, 1994, the Village abolished its Police Department by public referendum, effective November 17, 1994.

Hearings in this matter were held before me on March 9, 1994, October 19, 1994, January 6, 1995 and January 23, 1995. 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 included budgetary and financial information as well as charts, tables, reports, and data dealing with the relevant statutory criteria.

Prior to the last day of hearing, on January 23, 1995, the parties resolved all of their outstanding economic and non-economic issues, except for the issue of the wage increase to be granted to

the Village's Police Officers.

In the interest of expediting this procedure, the parties and the partisan members of this Interest Arbitration Panel also agreed, prior to the last day of hearing, to waive the participation of the partisan members of the Panel. Instead, they agreed that I would serve as the sole Arbitrator in this dispute. They also agreed that I was authorized to issue an Award covering the period June 1, 1991 through November 17, 1994.

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 has proposed an Agreement for the period June 1, 1991 through November 17, 1994. It notes that the Village has proposed the same term for the Agreement.

The Association has proposed a wage increase equal to a four percent (4%) lump sum bonus paid in each year of the Agreement. It contends that its wage proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in Section 209(4)(c)(v) of New York State's Civil Service Law (the "Taylor Law"). The Association claims that the Village's final wage offer of no increase whatsoever, when considered in light of the relevant statutory criteria, is clearly unreasonable. Therefore, it argues that I should implement the Association's final wage proposal.

The Association maintains that its wage proposal, if awarded, would place its members in an economic position comparable to police officers in similar New York State communities. It points out that the Village of Greenport is a small community of approximately one (1) square mile in the eastern most reaches of Long Island. Thus, the Association contends that true comparative analysis is limited. However, it argues that the wages paid by the Village to its Police Officers are among the lowest in the region. Therefore, the Association insists that its wage proposal is clearly the more reasonable.

The Association maintains that the Village of Quogue is an appropriate comparable community. It points out that like

Greenport, Quogue is a small village on the east end of Long Island. The Association contends that the latest Agreement between the Incorporated Village of Quogue and the Quogue Police Benevolent Association is effective from June 1, 1994 to May 31, 1997 (Exhibit No. 11 to Association Brief). It claims that Quogue has granted its police officers a thirteen and one-half percent (13-1/2%) wage increase over the three (3) year period of the Agreement. Thus, the Association notes that Quogue has granted its police officers an average annual wage increase of four and one-half percent (4-1/2%). It points out that the Association is only requesting that the Village's Police Officers receive an annual four percent (4%) lump sum bonus. Therefore, the Association insists that its wage proposal is clearly reasonable when compared to relevant comparable communities and ought to be awarded.

The Association acknowledges that the circumstances of this dispute are somewhat unique, since the Village's Police Department has been abolished. However, it contends that the Association's wage proposal, if awarded, would result in its members being paid a salary less than the salaries paid to police officers in neighboring comparable communities. Therefore, the Association argues that its wage proposal is reasonable and pursuant to the statutory criterion concerning the comparability of wages, hours and conditions of employment, ought to be awarded.

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

the Village to pay for the parties' proposals. It contends that the Village clearly has the financial ability to pay for the Association's wage proposal. The Association claims that the Village's ability to pay is established by a report concerning the Village's finances prepared in July 1994, by municipal financial consultants Edward J. Fennell Associates (Exhibit No. 8 to Association Brief). In addition, it alleges that the Village reaped a financial windfall as a result of abolishing its Police Department. The Association asserts that the Village's Mayor has publicly stated that the Village has a "sweet problem" in determining what to do with the surplus funds made available by the abolishment of the Police Department (Exhibit No. 5 to Association Brief). Thus, it argues that the Village is in an unprecedented position to provide just compensation to its Police Officers who the Association claims performed gallantly during difficult times. Therefore, the Association insists that the Village can afford to pay for the Association's wage proposal.

The Association maintains that the tax burden on the Village's businesses and residents is far from onerous. It contends that the Village's tax rates are in the mid-range when compared to other local communities. It cites the following data in support of that assertion.

TABLE 1  
 OVERALL REAL PROPERTY TAX RATES  
 PER \$1,000. FULL VALUE  
 FISCAL YEAR 1993

Suffolk County Villages	Range Village, County and School
Amityville	25.77 - 29.33
Asharoken	19.99
Babylon	25.92 - 28.05
Bellport	20.44
Belle Terre	19.84
Brightwaters	26.60
Dering Harbor	13.05
East Hampton	10.62
<b>GREENPORT</b>	<b>20.81</b>
Head of the Harbor	24.02
Huntington Bay	21.06
Islandia	15.74 - 26.79
Lake Grove	17.41 - 19.43
Lindenhurst	24.70
Lloyd Harbor	17.07
Nissequogue	24.11
North Haven	10.26
Northport	22.32
Old Field	20.46
Ocean Beach	13.50
Patchogue	20.21
Poquott	20.06
Port Jefferson	18.16
Quogue	7.05
Sag Harbor	16.50
Saltaire	8.96
Shoreham	13.05
Southampton	10.92
Village of the Branch	22.11
Westhampton Beach	12.01

(Exhibit No. 8 to Association Brief at pg. 5)

In addition, the Association claims that the Village has taxed its businesses and residents at only thirty-three percent (33%) of the tax burden the Village is constitutionally permitted to levy. It cites the following data in support of that assertion.

TABLE 2  
TAX LIMIT: FISCAL YEAR 1994

Limit	\$3,378,482
Exclusions	280,828
Maximum Levy	3,659,310
Levy	1,395,651
Tax Margin	2,263,659
Margin as Percent of Limit	67.00%

(Exhibit No. 8 to Association Brief at pg. 7)

The Association asserts that this constitutional taxing margin amounts to \$2,263,359. It alleges that the Village's entire General Fund Budget in 1994 was only \$2,060,120 (Exhibit No. 8 to Association Brief at pg. 7). Thus, the Association argues that the Village's constitutional tax margin constitutes a reserve equal to one hundred and ten percent (110%) of the Village's 1994 General Fund Budget. Therefore, it insists that the Village can afford to pay for the Association's wage proposal.

The Association further maintains that notwithstanding the Village's modest tax rates, the Village is in good financial health. It contends that the Village's outstanding debt is less than thirty percent (30%) of the total debt the Village is legally permitted to incur. It cites the following data in support of that assertion.

TABLE 4  
STATEMENT OF DEBT  
05/31/93

Total Debt	\$4,143,000
Exclusions	639,000
(1) Net Debt Applicable to Limit	3,504,000
(2) Debt Limit	11,824,867
(3) Limit Exhausted	29.63%
(4) Full Value of Taxable Property	168,924,105
(5) Debt/Full Value (#1 divided by #4)	2.07%

(Exhibit No. 8 to Association Brief at pg. 9)

In addition, the Association claims that the Village has an unencumbered contingency fund of ten thousand dollars (\$10,000) and that at the end of fiscal year 1992-1993, the Village had an unencumbered Fund Balance of \$96,895 dollars (Exhibit No. 8 to Association Brief at pgs. 10 and 14). It cites the following data:

TABLE 5  
FUND BALANCE: 05/31/93

Total	\$96,895
Reserved:	
Encumbrances:	\$0
Appropriated	\$0
Unreserved-Unappropriated Fund Balance (1994)	\$96,895

(Exhibit No. 8 to Association Brief at pg. 10).

Thus, the Association insists that the Village can afford to pay for the wage increase proposed by the Association.

The Association maintains that its wage proposal will have a limited impact on the Village's finances. It cites the following data in support of that assertion.

TABLE 9  
IMPACT OF POLICE DEPARTMENT RAISE

Police Department Salary and Wages (1994)	\$494,500
Each One Percent	\$4,945
Tax Levy	\$1,253,090
1% Increase	.39%
Total General Fund Budget	\$2,060,120
1% Increase	.24%

(Exhibit No. 8 to Association Brief at pg. 16).

The Association contends that salary and wages for its members in 1994 totalled \$494,500. Therefore, it claims that a four percent (4%) annual lump sum bonus paid to all of its members would amount to only \$19,780. The Association asserts that the annual wage increase it has proposed amounts to less than one percent (1%) of the Village's General Fund Budget. It also alleges that the annual wage increase it has proposed could be funded by a 1.56% increase in the Village's tax levy. Thus, the Association argues that the Village can easily afford to pay for the Association's wage proposal.

Therefore, the Association argues that its wage proposal is reasonable and pursuant to the statutory criteria concerning the interest and welfare of the public and the financial ability of the Village to pay, ought to be awarded.

In all, the Association submits that its wage proposal takes into consideration the fair application of all of the relevant statutory criteria. It asks that its wage proposal be awarded.

The Village, on the other hand, asserts that taking into

consideration all of the relevant statutory criteria set forth in the Taylor Law, its final offer is clearly reasonable. It notes that like the Association, it too has proposed an Agreement for the period June 1, 1991 through November 17, 1994. The Village also has proposed that no wage increase be awarded to its permanently laid off Police Officers. It contends that the statutory criteria set forth in the Taylor Law are of secondary importance in this dispute, when compared to the fact that the Village's Police Department was abolished in November 1994 and that the Village no longer employs any Police Officers. The Village argues that taking into consideration these facts as well as the relevant statutory criteria, its wage proposal is clearly the more reasonable one and ought to be awarded.

The Village maintains that since all of the Association's members were terminated when the Village's Police Department was abolished, there are no comparable communities with which appropriate comparisons can be drawn. Thus, the Village argues that the reasonableness of either parties' wage proposal cannot be established pursuant to the statutory criterion concerning the comparability of wages, hours and conditions of employment.

The Village 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 Village to pay for the parties' proposals. It contends that it cannot afford and should not be required to pay for any retroactive wage increases to its former Police Officers. The Village claims

that its longstanding dire financial condition is one of the primary publicly cited reasons for the abolishment of the Village's Police Department. Thus, it argues that it is clear that the Village cannot afford to pay for the Association's unreasonable wage proposal.

The Village further maintains that awarding its former Police Officers a retroactive wage increase would not serve the interest and welfare of the public. It contends that one of the primary reasons for granting a wage increase is to create a career ladder for Police Officers by using such devices as step increases, longevity payments and other bonuses that accrue with seniority. The Village claims that since its residents have abolished their Police Department, the Association's members no longer have a career with the Village. Thus, it argues that there is no need to maintain the Agreement's career ladder. Therefore, the Village insists that it would be inappropriate to maintain that career ladder by awarding any wage increases to the Village's former Police Officers.

The Village maintains that a second reason for granting a wage increase is to reward past service. However, it contends that the Village's former Police Department was plagued by ongoing internal problems which were so severe that the Suffolk County District Attorney's Office conducted a year long Grand Jury investigation into the Department and its Officers. The Village claims that the Grand Jury's Report severely criticized the management of the Village's Police Department as well as the conduct of specific

unnamed Police Officers (Village Exhibit Nos. 8-21). It alleges that the Report portrayed a Department that was severely hampered due to mismanagement and a lack of appropriate training (Village Exhibit Nos. 8, 10-11, 13-15, 18-21). The Village also asserts that according to the numerous newspaper articles that reported on the Grand Jury's findings, three (3) of the Villages nine (9) full-time Police Officers engaged in serious misconduct for an extended period of time (Id.). It submits that it is public knowledge that the former Chief of the Department (who is not a unit member), is defending himself against serious charges of misconduct and incompetency (Village Exhibit Nos. 8 and 12). The Village argues that the Grand Jury's findings, as reported in the press, demonstrate that for at least the past four (4) years, the Village's Police department has failed to provide even a minimal level of service to the Village. Therefore, it insists that the Association's members should not be awarded a wage increase based upon their past performance during the period covered by this Award.

The Village also maintains that its Police Officers already have received adequate compensation for their service to the Village. It contends that since the expiration of the Agreement, each Officer has continued to receive appropriate longevity and step increases. The Village claims that two (2) of its former Police Officers (Erick Heins and Philip Charters) have been absent from work on disability leave for a significant portion of the time to be covered by this Award. It submits that they should not be

rewarded for service which they did not provide. The Village concedes that its remaining Police Officers were affected by the manpower shortage which resulted from the disability status of these two (2) Officers. However, it asserts that there is no legitimate reason to reward the remaining Officers beyond the longevity and step increases they already have received. Thus, the Village argues that the interest and welfare of the public would not served by granting a wage increase to the Village's former Police Officers.

Therefore, the Village argues that its wage proposal is reasonable and pursuant to the statutory criteria concerning the interest and welfare of the public and the financial ability of the Village to pay, ought to be awarded.

In all, the Village submits that its proposal of no wage increase takes into consideration the unique facts of this case as well as a fair application of all of the relevant statutory criteria. It asks that its wage proposal be awarded.

## OPINION

Several introductory comments are appropriate. As Interest Arbitrator, I must adhere to the relevant statutory criteria set forth in Section 209(4)(c)(v) of the Taylor Law. Those criteria are as follows:

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) hazards 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.

The abolishment of the Village's Police Department and the other unique facts of this case are important and must be considered in terms of the relevant statutory criteria. However, they do not take precedence over the statutory criteria enacted by the New York State Legislature. Accordingly, and with these principles in mind, I turn to the facts of this dispute.

The Village and the Association have agreed to an Agreement with a term running from June 1, 1991 to November 17, 1994. Since both the Village and the Association have agreed to an Agreement

with such a term, I have formulated this Award based upon a contract term running from June 1, 1991 to November 17, 1994. An Agreement with such a term makes good sense. Since the Village's Police Department was abolished effective November 17, 1994, there is no need for an Agreement with a term running beyond that date. An Agreement with a shorter term would make little sense, since it would force the parties to continue to negotiate over period of time which has already past. Thus, I concur with the parties' preference for an Agreement with a term running from June 1, 1991 to November 17, 1994.

The Village and the Association have agreed to maintain unchanged all of the terms and conditions of their prior Agreement, other than the wage increases, if any, to be granted to the Village's Police Officers. The Association has proposed that the Village's Police Officers be granted a four percent (4%) lump sum bonus in each of the years covered by the term of the Agreement. The Village has proposed that its former Police Officers not be granted any wage increase whatsoever.

After carefully considering the evidence and arguments presented, I am persuaded, for the following reasons, that both proposals are unacceptable. Clearly, given the fact that the Village has abolished its Police Department and permanently laid off all of its Police Officers, there can be no justification for the four percent (4%) lump sum bonus requested by the Association in each year of the Agreement. Under no circumstances can this level of increase be justified in light of the relevant statutory

criteria.

On the other hand, the Village's proposal is also unjustified. As the Village notes, part of the purpose of a wage increase is to reward employees for prior service. It is undisputed that the Village's Police Officers provided the community with a valuable service from June 1, 1991 through November 17, 1994. Certainly those services could have been provided in a better fashion. However, that is no reason to totally deprive the Village's Police Officers of any wage increase during the relevant period. Moreover, many of the Police Department's problems during this period were the result of poor management. All of those problems cannot legitimately be laid at the feet of the Association's members. Thus, the Village's proposal of no wage increase whatsoever, cannot be justified when all of the relevant statutory criteria are taken into account.

Instead, I am persuaded that a wage increase between the level of increases proposed by the parties is appropriate here. In addition, I am equally persuaded that a lump sum bonus is the appropriate form of wage increase to grant. Lump sum bonuses are less costly to the Village than traditional wage increases. They do not compound and they do not increase other aspects of employee compensation, such as overtime compensation. Since the Village's Police Officers all have been laid off, they would get little benefit from a traditional wage increase. In addition, given the Village's financial circumstances, the savings generated by awarding a lump sum bonus will permit that lump sum to be larger

than the increase which could be granted if a traditional wage increase were awarded.

In order to determine with specificity the appropriate level of wage increase to award, it is necessary to analyze the statutory criteria in relation to the positions proffered by the parties.

The Taylor Law requires a comparison between the wages, hours and conditions of employment of the Village's Police Officers and those of other groups of employees, including police officers in comparable communities. The Village is unpersuasive when it argues that because the Village has abolished its Police Department, no comparable communities exist. The evidence presented by the Association establishes that Quogue is an appropriate comparable community. It also demonstrates that Quogue recently granted its police officers a thirteen and one-half percent (13-1/2%) wage increase over a three (3) year period albeit primarily subsequent to the expiration of this Award. This equals an average annual increase of four and one-half percent (4-1/2%), which is similar to the annual four percent (4%) lump sum bonus requested by the Association.

Although the Village is unpersuasive when it argues that no appropriate comparable communities exist, it is correct when it suggests that the abolishment of the Village's Police Department must be taken into account when comparing the wage increases granted by any comparable community to its police officers. One purpose of a wage increase is to maintain a career ladder which encourages police officers to remain employed by and seek

advancement within a community's police department. Since the Village has abolished its Police Department, that aspect of any wage increase granted by a comparable community, is irrelevant to and should not be part of any wage increase granted to the Village's former Police Officers. Thus, even though Quogue is a comparable community, the Village does not have as many reasons as Quogue to grant its Police Officers a wage increase.

A valid comparison can be drawn between Quogue and the Village, only if the unique circumstances of the Village are taken into account. Since the Village has abolished its Police Department, I find that it would be inappropriate to award the Village's Police Officers a wage increase equal to the wage increase granted by Quogue to its police officers. Since the Village has no need to maintain a career ladder within its Police Department, the comparability evidence presented by the Association only supports the awarding of a wage increase less than the increase granted by Quogue.

Thus, although the Association's comparable wage data supports the reasonableness of awarding its members a wage increase, it does not support the magnitude of the increase being sought by the Association.

The other relevant statutory criteria addressed by the parties concern the interest and welfare of the public and the Village's financial ability to pay for the parties' proposals.

The Association is unpersuasive when it argues that the Village has the financial ability to pay for the Association's wage

proposal because it has the legal authority to increase its tax rates (Exhibit No. 8 to Association Brief at pg. 7). Similarly, the Association is unpersuasive when it argues that the Village has the financial ability to pay for the Association's wage proposal because it has the legal authority to assume even more debt than it has already assumed (Exhibit No. 8 to Association Brief at pg. 9). Communities need not pay for municipal services by imposing the maximum tax rates and assuming the maximum debt permitted by law. In determining whether a community can afford to pay for a wage proposal, the more relevant issues concern what level of tax rates and debt a community and its residents can legitimately be asked to assume.

The evidence establishes that the Village has the financial ability to pay for the wage increases awarded herein. The tax burden on the Village's businesses and residents is not onerous. It is about average when compared to other communities in Suffolk County, where the Village is located (Exhibit No. 8 to Association Brief at pg. 5). In addition, I am convinced that the limited wage increases awarded herein should not necessarily require an increase in the Village's tax rates. The small size of the Police Department's annual budget and the relative financial health of the Village should permit the Village to pay for this Award without increasing either the Village's debt or the tax burden on its businesses and residents (Exhibit No. 8 to Association Brief at pgs. 10, 14 and 16). Therefore, I find that the Village can afford to pay for the wage increases granted in this Award.

Thus, although the Association's evidence concerning the Village's financial ability to pay supports the reasonableness of awarding its members a wage increase, it does not support the magnitude of the wage increase being sought by the Association.

The statutory criterion concerning the interest and welfare of the public also supports the awarding of a wage increase to the Village's former Police Officers. As noted by the Village, a major reason for granting municipal employees a wage increase is to reward those employees for past service. By doing so, a municipality encourages all of its employees, including those not receiving the wage increase at issue, to provide the best service possible to the public. That clearly serves the interest and welfare of the public.

The Village is unpersuasive when it argues that its Police Officers should not receive any wage increase based upon their past service since the Village's Police Department was plagued by internal problems during the period of time in question. Many of those problems were caused by mismanagement of the Police Department in ways which were not the responsibility of the Association's members (Village Exhibit Nos. 8-21). The Village's Police Department clearly was adversely affected by a lack of appropriate rules and regulations and inadequate training (Village Exhibit Nos. 8, 10-11, 13-15, 18-21). However, these failings were the responsibility of the Police Department's management. They were not the responsibility of the rank-and-file Police Officers represented by the Association. Therefore, I reject the Village's

position that poor Police Department management justifies totally depriving the Association's members of a wage increase based upon their past service.

This is not to say that all of the Village's Police Officers were completely blameless for the Department's problems. Some of them might even have engaged in wrong doing. However, all of the Village's Police Officers cannot be denied a wage increase based upon their past service solely because a minority of them may have engaged in wrong doing. Other, more appropriate remedies are available to the Village to address alleged illegal activity by any of its Officers. Thus, I find that the Association's members deserve to be compensated, like other municipal employees, for their past service if in fact they provided actual service to the Village during the period in question. Therefore, I shall award those individuals a a wage increase<sup>1</sup>.

Another customary reason for awarding a wage increase to police officers is to encourage them to remain employed by and seek advancement within their department. However, as noted above, this reason for granting the Association's members a wage increase, is no longer applicable. The Village has abolished its Police

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For those other individuals who did not perform actual service during the periods in question, there is no basis for lump sum payment. As indicated in this Opinion, additional compensation in this matter is only to reward service provided. Establishing an appropriate career compensation ladder, which would apply to other employees not working, is simply not an consideration in this dispute. Therefore, these individuals are deserving of no additional compensation for periods they did not actually perform services for the Town.

Department. It has permanently laid off all of its Police Officers. The Village's Police Officers no longer have a career with the Village. Thus, it would serve neither the interest nor the welfare of the public to grant the Village's Police Officers a rate wage increase in order to encourage them to remain employed by and seek advancement within the Village's Police Department. Therefore, any additional compensation granted to the Village's Police Officers must reflect the fact that this important reason for granting a wage increase is no longer applicable. The increases awarded below fully reflect this important fact.

Thus, although the evidence concerning the interest and welfare of the public supports the reasonableness of awarding the Village's Police Officers a wage increase, it does not support the magnitude of the wage increase being sought by the Association.

Accordingly, in light of all of the relevant statutory criteria, and for all of the above reasons, I shall award the Village's Police Officers the following wage increases.

For the period June 1, 1991 through December 31, 1992, the Village's Police Officers shall receive no wage increase. This represents a nineteen (19) month wage freeze and takes into account the financial circumstances which, in part, led to the abolishment of the Village's Police Department.

For the period January 1, 1993 to May 31, 1993, Village Police Officers who performed actual service for the entire period shall receive a lump sum bonus of seven hundred and forty-five dollars (\$745.00). In essence, this represents approximately a four

percent (4%) lump sum bonus for the period of time covered by the increase. Officers who were on leave for part of the period covered by this increase shall be paid a pro rata portion of the awarded increase based upon their period of actual service.

For the period June 1, 1993 to November 17, 1994, Village Police Officers who performed actual service for the entire period shall receive a lump sum bonus of one thousand, nine hundred and thirty dollars (\$1930.00). Officers who were on leave for part of the period covered by this increase shall be paid a pro rata portion of the awarded increase based upon their period of actual service.

Thus, I have awarded Police Officers who performed actual service for the period January 1, 1993, until the closing of the Village's Police Department on November 17, 1994, a lump sum bonus of two thousand, six hundred and seventy-five dollars (\$2,675.00). As noted above, since there is no need to maintain the Police Department's career compensation system, I have awarded the Village's Police Officers a lump sum bonus instead of a traditional wage increase. Since a lump sum bonus is not cumulative and does not effect other aspects of the compensation system, such as overtime pay, I have been able to grant the Village's Police Officers a larger bonus than I would have been able to grant had I awarded a traditional wage increase.

**AWARD**

**1. DURATION**

The Award shall cover the period of June 1, 1991 through November 17, 1994.

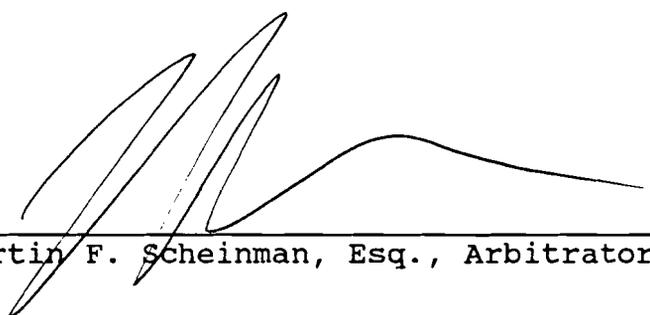
**2. WAGES**

(A) For the period June 1, 1991 through December 31, 1992, the Village's Police Officers shall receive no wage increase.

(B) For the period January 1, 1993 to May 31, 1993, Village Police Officers who performed actual service for the entire period shall receive a lump sum bonus of seven hundred and forty-five dollars (\$745.00). Officers who were on leave for part of the period covered by this increase shall be paid a pro rata portion of the increase based upon their period of actual service.

(C) For the period June 1, 1993 to November 17, 1994, Village Police Officers who performed actual service for the entire period shall receive a lump sum bonus of one thousand, nine hundred and thirty dollars (\$1930.00). Officers who were on leave for part of the period covered by this increase shall be paid a pro rata portion of the increase based upon their period of actual service.

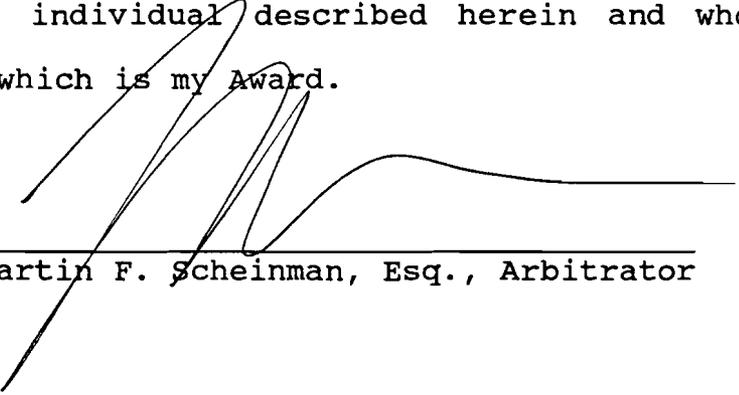
July 11, 1995.

  
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Martin F. Scheinman, Esq., Arbitrator

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

I, MARTIN F. SCHEINMAN, ESQ., do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this instrument, which is my Award.

July 11, 1995.

  
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Martin F. Scheinman, Esq., Arbitrator