

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X
In the Matter of the Interest Arbitration

between

PORT WASHINGTON POLICE DISTRICT

"District"

-and-

PORT WASHINGTON POLICE BENEVOLENT
ASSOCIATION, INC.

"Association"

-----X

X
X
X
X
X
X
X

Re: IA95-002;
M94-302

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

APR 07 1997

CONCILIATION

APPEARANCES

For the District

LABOR MANAGEMENT ASSOCIATES, INC.
Vito A. Competiello, President

For the Association

AXELROD, CORNACHIO, FAMIGHETTI & DAVIS, ESQS.
Michael C. Axelrod, Esq., of Counsel

BEFORE: PUBLIC ARBITRATION PANEL

- Martin F. Scheinman, Neutral Panel Member
- James E. Baker, District Panel Member
- Paul Gros, Association Panel Member

BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on December 31, 1994. 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. Pursuant to the rules and regulations of the State of New York Public Employment Relations Board, I was appointed with the consent of the parties to mediate their bargaining dispute. Three (3) mediation sessions were conducted in early 1995. Mediation proved unsuccessful, whereupon in April 1995, 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.

Hearings in this matter were held on June 26, 1995, July 18, 1995, and August 9, 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 evidence included budgetary and financial information as well as charts, tables, reports, and 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. Thereafter,
the Panel met in Executive Session.

POSITIONS OF THE PARTIES

The Association proposes a two (2) year Agreement for the period January 1, 1995 through December 31, 1996.

The Association has proposed a five and one-half percent (5-1/2%) across-the-board wage increase in base annual salaries effective on January 1, 1995, and a five and one-half percent (5-1/2%) across-the-board wage increase in base annual salaries effective on January 1, 1996. 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 communities.

The Association maintains that the District's Police Department is comparable to other local police departments in Nassau County as well as the Nassau County Police Department. It contends that the District's Police Officers were once the highest paid police officers in New York State. The Association claims that in recent years the compensation paid by the District to its Police Officers has fallen into the lower echelon in the New York. It asserts that the evidence presented by the parties did not warrant turning the District's Police Officers into second class officers in terms of compensation. Thus, the Association argues that in order to keep pace with other Nassau County Police Departments, the Association's wage proposal must be awarded.

The Association points out that the District and its Police Department are located on a peninsula in Nassau County, south of the Sands Point Police Department and north of the Nassau County Police Department (Association Exhibit No. 30). It also notes that the District's Police Department is in close proximity to the Kings Point Police Department and the Great Neck Estates Police Department (Id.). The Association asserts that the District has approximately twenty thousand (20,000) inhabitants and a substantial office community comprised of more than three hundred and sixty thousand (360,000) square feet of office space and a substantial summer boating community (Association Exhibit No. 4). It submits that the District is 6.33 square miles in area and has 52.48 miles of roadway (Association Exhibit No. 20).

It is undisputed that there are fifty-two (52) sworn Police Officers in the bargaining unit represented by the Association. The Association maintains that there are roughly .096 Police Officers per square mile in the District and one (1) Officer per every three hundred and eighty-four (384) residents in the District. In terms of police officers per square mile and officers per resident, the Association argues that the District is similar to police departments in comparable communities (Association Exhibit No. C 2).

The Association maintains that the wages paid to the District's Police Officers compare unfavorably to the wages paid to police officers in comparable communities. It contends that in terms of wages, the District's Police Officers are losing ground to

police officers in comparable communities. The Association asserts that in 1982, District Police Officers were among the highest paid police officers in Nassau County, separated only by a dollar or two per work day from officers in the highest paying jurisdictions (Association Exhibit No. C 4). It claims that the relative ranking of the wages paid to the District's Police Officers, held steady through 1986 (Id.). However, the Association argues that the District's Police Officers began to lose ground in the late 1980s (Id.).

The Association further maintains that this decline in the relative ranking of the salaries paid to the District's Police Officers also is reflected in the top salaries paid to the District's Police Officers and to officers in comparable jurisdictions. It submits the following data in support of its position.

<u>DEPARTMENT</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1995 INCREASE</u>
Floral Park	\$54,861	\$57,330	\$59,910	4.50%
Freeport	\$54,260	\$56,729	\$59,281	4.50%
Garden City	\$55,505	\$58,002	\$60,612	4.50%
Glen Cove	\$54,936	\$57,133	\$60,890	6.58%
G N Estates	\$52,229	\$55,588	\$59,525	7.08%
Hempstead	\$53,180	\$56,007	\$57,407	2.50%
Kensington	\$55,193	\$57,952	\$60,850	5.00%
Kings Point	\$59,660	\$62,345		
Lake Success	\$55,731	\$58,518		

Laurel Hollow	\$52,229	\$55,558	\$59,522	7.13%
Long Beach	\$52,282	\$55,598		
Manhasset Neck	\$56,736	\$59,515	\$62,788	5.50%
Malverne	\$55,633	\$57,858	\$60,462	4.50%
Manhasset Neck	\$55,633	\$57,702		
Old Westbury	\$56,833	\$56,833	\$60,839	7.05%
Oyster Bay Cove	\$53,848	\$56,832	\$59,209	4.18%
Port Washington	\$55,096	\$57,575	\$60,662	
Rockville Centre	\$56,211	\$58,863	\$61,747	4.90%
Sands Point	\$54,555	\$57,283		
NCPD	\$52,229	\$55,558	\$59,522	7.13%
				5.36%
Ranking	10	9		
<u>Villages/County</u>				
High	\$59,660	\$62,345	\$62,788	7.13%
Low	\$52,229	\$55,558	\$57,407	2.50%
Port Washington	\$55,096	\$57,575	\$60,66	
PW vs. High	\$4,564	\$4,770	\$2,126	
Median Average	\$55,016	\$57,307	\$60,42	4.95%
Average	\$54,842	\$57,439	\$60,215	5.36%
Range (High to Low)	\$7,431	\$6,787	\$5,381	
<u>Villages</u>				
Median Average Village	\$55,096	\$57,330	\$60,537	4.90%
Port Washington	\$55,096	\$57,575	\$60,662	

(Association Exhibit No. C 10)

The Association maintains that in 1993 the highest salary available to District Police Officers was two hundred and fifty

four dollars (\$254.00) more than the highest average salary available to officers in comparable jurisdictions. The Association contends that in 1994 the highest salary available to District Police Officers fell to one hundred and thirty six (\$136.00) more than the highest average salary available to officers in comparable jurisdictions. It submits that currently, the highest salary available to District Police Officers is six hundred and fifty eight dollars (\$658.00) less than the highest average salary paid to officers in comparable jurisdictions. The Association argues that in order to restore the relative ranking of the District's Police Officers in terms of salary, the Association's wage proposal must be awarded.

In support of its position, the Association also submits the following chart which shows the highest salary currently available to the District's Police Officers and police officers in fourteen (14) comparable Nassau County jurisdictions.

COMPARISONS

	Highest Pay and Effective Date	
MALVERNE	\$60,462	(6/95)
GLEN COVE	\$60,890	(1/95)
LYNBROOK	\$62,788	(6/95)
KINGS POINT	\$62,345	(6/94)
HEMPSTEAD	\$62,425	(8/96)
PORT WASHINGTON	\$57,575	(1/94)
SANDS POINT	\$57,283	(6/94)
NASSAU COUNTY	\$59,522	(1/95)

GARDEN CITY	\$63,491	(6/96)
FLORAL PARK	\$62,606	(6/96)
OLD BROOKVILLE	\$59,952	(6/94)
OLD WESTBURY	\$62,795	(6/97)
ROCKVILLE CENTRE	\$64,834	(1/96)
LONG BEACH	\$56,145	(7/94)
FREEPORT	\$62,097	(3/96)

(Association Exhibit No. C 6)

The Association contends that the District currently ranks thirteenth among these fifteen (15) comparable jurisdictions. It argues that this also supports the reasonableness of its wage proposal.

The Association further maintains that its salary proposal is supported by the percentage wage increases historically awarded to police officers in comparable jurisdictions (Association Exhibit No. C 5). It also contends that its wage proposal is supported by the average percentage wage increase granted to police officers in comparable jurisdictions in 1995 (Association Exhibit No. C 10). Thus, the Association insists that its wage proposal is clearly the more reasonable.

The Association maintains that apart from wages, the terms and conditions of employment for the District's Police Officers compare unfavorably to the terms and conditions of employment of police officers in comparable jurisdictions. It contends that the District's Officers rank sixteenth in terms of night differential, seventeenth in terms of the number of personal days received each

year, well below average in longevity pay and eighth in uniform allowances (Association Exhibit No. C 10).

The Association also contends that the District's Police Officers are among the hardest working police officers in Nassau County. It claims that the crime rate per thousand in Nassau County was 31.4 in 1988 and 29.9 in 1989. The Association maintains that the crime rate per thousand in the District was 35.1 in 1988 and 33.2 in 1989 (Association Exhibit No. 21). Thus, it insists that the District has had one of the highest crime rates in Nassau County (Association Exhibit No. 21). Therefore, the Association argues that the terms and conditions of employment for the District's Police Officers also support awarding the Association's wage proposal.

The Association rejects any suggestion by the District that New York City is an appropriate jurisdiction for comparison. It contends that Interest Arbitrators in Nassau County have never considered New York City a comparable jurisdiction for purposes of the comparisons required by the statute.

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 District to pay for the parties' proposals. It contends that the District has offered no specific evidence which shows an

inability to pay for the wage increase proposed by the Association. The Association submits that from 1985 through 1994 the salaries of the District's Police Officers increased at a lesser rate than the District's tax rates (Association Exhibit No. 8). It concedes that the cost of operating the District's Police Department has increased. However, the Association insists that it is not in the interest and welfare of the District's residents to impose the freeze in Police Officer wages being sought by the District. Therefore, it argues that pursuant to this statutory criteria, its wage proposal is the most reasonable and ought to be awarded.

The Association has proposed that the night shift differential paid to the District's Police Officers be increased from \$2,733 per year to eight percent (8%) of each Officer's salary. The Association maintains that the night shift differential currently paid to the District's Police Offices ranks sixteenth when compared to the night shift differential paid by police departments in seventeen (18) comparable Nassau County jurisdictions (Association Exhibit No. C 10). It contends that the night shift differential paid to police officers in Freeport increased by one thousand dollars (\$1000.00) in 1994, whereas the night shift differential paid to the District's Police Officers increased by only one hundred dollars (\$100.00) in 1994 (Association Exhibit Nos. 5 and 7). Thus, the Association argues that its night shift differential proposal is clearly reasonable and ought to be awarded.

The Association has proposed that Detectives and Detective Supervisors receive a salary fifteen percent (15%) above the pay

scale for Police Officers and Police Sergeants. It maintains that a fifteen percent (15%) salary differential between these ranks is enjoyed by detectives in most Nassau County jurisdictions. Therefore, the Association argues that its Detective salary proposal is reasonable and ought to be awarded.

The Association has proposed that the number of personal days provided to the District's Police Officers each year be increased from four (4) to five (5). It maintains that sixteen (16) other comparable communities provide their police officers with more personal days than are provided by the District. The Association contends that fourteen (14) of those comparable communities provide their officers with the five (5) personal days being proposed by the Association. It acknowledges that two (2) comparable communities, Old Brookville and Old Westbury, provide their police officers with three (3) personal days per year. However, the Association notes that Kings Point provides its officers with six (6) personal days per year and Laurel Hollow grants its officers eight (8) personal days per year. (Association Exhibit No. C 10) Thus, it argues that the five (5) personal days per year proposed by the Association is clearly reasonable and ought to be awarded.

The Association has proposed that its members longevity pay be increased. It has proposed that during the first year of the contract longevity pay after six (6) years of service be increased by one hundred dollars (\$100.00) from five hundred (\$500.00) to six hundred (\$600.00) dollars, that longevity pay after fifteen (15) years of service be increased by one hundred and fifty dollars

(\$150.00) from seventeen hundred (\$1700.00) to eighteen hundred and fifty (\$1850.00) dollars. The Association also has proposed that during the second year of the contract longevity pay after ten years (10) of service be increased by one hundred and fifty dollars (\$150.00) and that longevity pay after fifteen (15) years of service be increased by one hundred dollars (\$100.00). Finally, it has proposed that after fifteen (15) years of service longevity pay should be increased to two hundred and twenty five dollars (\$225) for each year of service up to twenty four (24) years of service, and that longevity pay for Officers with twenty five (25) or more years of service be increased by one hundred dollars (\$100.00) for each year of additional service. The Association maintains that the longevity pay of its members is below the average longevity pay granted to officers in comparable jurisdictions (Association Exhibit No. C 10). Therefore, it insists that its longevity pay proposal is reasonable and ought to be awarded.

The Association has proposed that overtime, holiday pay and terminal entitlement for its members be based upon a calculation of 1/1856th of base pay, including longevity. It claims that this is a benefit granted to police officers in most comparable jurisdictions. Therefore, the Association argues that its "hourly rate" proposal is reasonable and ought to be awarded.

The Association has proposed that the uniform allowance paid to the District's Police Officers be increased by one hundred dollars (\$100.00) in each year of the Agreement. It also has proposed that the cleaning allowance paid to the District's

Officers be increased by one hundred dollars (\$100.00) in each year of the Agreement. The Association maintains that the District ranks eighth among seventeen (17) comparable communities in terms of police officer uniform maintenance and allowance benefits (Association Exhibit No. C 10). Therefore, it argues that its uniform allowance and cleaning allowance proposals are reasonable and ought to be awarded.

The Association has proposed that the District's Police Officers receive complete tuition reimbursement for all job related courses taken at or above the college level, including reimbursement for textbooks. It has proposed that the total amount available for this benefit should be five thousand dollars (\$5000.00) per year, payable on a first come, first served basis with a maximum reimbursement of one thousand dollars (\$1000.00) per employee. The Association contends that a similar benefit is granted to police officers in most comparable jurisdictions. Therefore, it argues that the Association's tuition reimbursement proposal is reasonable and ought to be awarded.

The Association has proposed that the District's contributions per employee to the Welfare Fund be increased by two hundred dollars (\$200.00) during the first year of the Agreement and by one hundred and fifty dollars (\$150.00) during the second year of the Agreement. It asserts that these increases are required to pay for the benefits provided by the Welfare Fund. It submits the following data in support of that assertion.

PORT WASHINGTON PBA INSURANCE COSTS

DENTAL	Monthly	-	\$ 3,665.65
	Annually	-	\$ 43,987.80
LIFE INSURANCE	Monthly	-	\$ 1,467.85
	Annually	-	\$ 17,614.20
OPTICAL	Annually	-	\$ 3,500.00
<u>TOTAL ANNUAL EXPENSE</u>			\$ <u>65,102.00</u>

DEPARTMENT CONTRIBUTION - \$970.00 per man = \$54,320.00

Short Fall Total\$ 10,782.00

Shortage Per Man\$ 192.54

(Association Exhibit 34)

The Association insists that the benefits provided by the Welfare Fund are comparable to the benefits provided to police officers in most comparable communities and to the District's civilian employees. Therefore, it argues that the Association's Welfare Fund proposal is reasonable and ought to be awarded.

The Association has proposed that the Suffolk County Med Scope procedure with an agreed upon health care provider be added as an option under the parties' Agreement. It maintains that a similar benefit is offered to police officers in most comparable jurisdictions. Therefore, the Association argues that this proposal is reasonable and ought to be awarded.

The Association has proposed that the amount of compensatory time the District's Police Officers are permitted to bank and carry over should be increased from ninety six (96) hours to one hundred and sixty (160) hours. It alleges that only one (1) comparable

community limits its officers to banking less compensatory time than the District and that five (5) comparable communities permit its police officers to bank more compensatory time than the District. The Association asserts that increasing the amount of compensatory time the District's Officers can bank to one hundred and sixty (160) hours would place the District in the middle of ten (10) comparable communities in terms of this benefit (Association Exhibit No. C 10). Therefore, it argues that the Association's compensatory time proposal is clearly reasonable and ought to be awarded.

The Association has proposed that the current Motorcycle Officer and Detective's work schedules be incorporated into the Agreement and that they provide for a two hundred and thirty two (232) day work year. It contends that most comparable jurisdictions provide their motorcycle officers and detectives with a two hundred and thirty two (232) day work year. Therefore, the Association argues that its motorcycle and detective work chart proposal is reasonable and ought to be awarded.

The Association has proposed that the District's Police Officers be entitled to their earned terminal leave and their unused sick leave upon leaving the Department after ten (10) years of completed service. It maintains that officers in thirteen (13) comparable communities vest in these benefits after ten (10) years of service. The Association claims that only five (5) comparable communities, as well as the District, require their police officers to work twenty (20) years before vesting in these benefits.

(Association Exhibit No. C 10). Therefore, it argues that the Association's vesting proposal is clearly reasonable and ought to be awarded.

The Association has proposed that the District's Police Officers be entitled to use four (4) sick days per year for family emergency leave and that they not be required to seek the Department's permission for the use of that leave. It also has proposed that Officers not be restricted to their premises when they take such leave. The Association contends that most comparable jurisdictions provide a similar benefit. It also claims that this proposal is consistent with the Family Medical Leave Act. Therefore, the Association argues that its family sick day proposal is reasonable and ought to be awarded.

The Association opposes the District's proposals to cut numerous benefits currently enjoyed by the District's Police Officers. It contends that the District has failed to demonstrate how much would be saved by each of the cuts in benefits the District has proposed. The Association also maintains that the District has failed to establish that it requires any of the savings it would accrue from the cuts in benefits the District has proposed. It concedes that the District has introduced evidence showing the annual cost of a Police Officer to the District. However, the Association insists that the District has failed to demonstrate that this annual cost is disproportionate to the cost of other police officers within the County and the State. Thus, it argues that the District's benefit proposals should be rejected.

The Association points out that the District relies heavily on the lower cost of New York City Police Officers in order to justify the cuts in benefits the District has proposed. However, it contends that the District has ignored the fact that most Nassau County police officers left the New York City Police Department because of the superior salaries and benefit packages enjoyed by Nassau County police. The Association also asserts that New York City has a well documented fiscal handicap and an inability to pay. It claims that the same cannot be said for the District. Thus, the Association insists that comparisons cannot viably be drawn between the District's Police Officers and New York City Police Officers. Therefore, it insists that the reductions in benefits proposed by the District should not be awarded.

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

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

The District has proposed a two (2) year Agreement covering the period January 1, 1995 through December 31, 1996. It contends that a two (2) year Agreement is the statutorily prescribed period for interest arbitration awards which cannot be exceeded absent consent by the parties. Thus, the District argues that the Panel must award a two (2) year Agreement.

The District has proposed a wage freeze for 1995. It is

willing to pay a "fair and equitable" wage increase in 1996, provided that the District is awarded other changes in the Agreement to offset potential tax increases for the District's residents which the District asserts will result from any wage increase awarded to the District's Police Officers. The District maintains that its salary proposal is the most reasonable, taking into consideration the relevant statutory criteria set forth in the Taylor Law. It argues that its salary proposal, if awarded, would allow the District to be competitive with comparable communities, while staying within its financial ability to pay.

With regard to the statutory criterion concerning comparisons with comparable communities, the District maintains that police officers working in other local Nassau County communities are comparable to the District's Police Officers. It further asserts that New York City Police Officers are comparable to the District's Police Officers for the purpose of drawing the required statutory comparisons. However, the District insists that its Police Officers should not be compared for statutory purposes to the police officers employed by Nassau County and Suffolk County.

The District maintains that its Police Officers currently earn a salary in excess of the average salary paid to police officers in nineteen (19) comparable Nassau County communities. The following data supports this assertion.

DEPARTMENT	1993	1994
Floral Park	\$54,861	\$57,330
Freeport	\$54,260	\$56,729
Garden City	\$55,505	\$58,002
Glen Cove	\$54,936	\$57,133
G N Estates	\$52,229	\$55,588
Hempstead	\$53,180	\$56,007
Kensington	\$55,193	\$57,952
Kings Point	\$59,660	\$62,345
Lake Success	\$55,731	\$58,518
Laurel Hollow	\$52,229	\$55,558
Long Beach	\$52,282	\$55,598
Lynbrook	\$56,736	\$59,515
Malverne	\$55,633	\$57,858
Old Brookville	\$55,633	\$57,702
Old Westbury	\$56,833	\$56,833
Oyster Bay Cove	\$53,848	\$56,832
Port Washington	\$55,096	\$57,575
Rockville Centre	\$56,211	\$58,863
Sands Point	\$54,555	\$57,283
NCPD	\$52,229	\$55,558
Ranking	10	9
<u>Villages/County</u>		
High	\$59,660	\$62,345
Low	\$52,229	\$55,558
Port Washington	\$55,096	\$57,575

PW vs. High	\$4,564	\$4,770
Median Average	\$55,016	\$57,307
Average	\$54,842	\$57,439
Range (High to Low)	\$7,431	\$6,787
<u>Villages</u>		
Median Average Village	\$55,096	\$57,330
Port Washington	\$55,096	\$57,575

(Association Exhibit No. C 10)

The District notes that in 1994 it paid its Officers a salary of \$57,575, which was in excess of the average salary of \$57,330 paid to police officers in nineteen (19) comparable Nassau County communities. It argues that the Association's excessive salary proposal, if awarded, will further increase the difference between the salary paid to the District's Police Officers and the average salary paid to officers in comparable jurisdictions.

The District further maintains that its salary proposal will permit the District's Police Officers to maintain their current ranking in terms of salary when compared to officers in comparable jurisdictions. It notes that in terms of salary the District's Police Officers ranked tenth out of nineteen (19) comparable communities in 1993. The District point out that in terms of salary the District's Police Officers jumped to ninth in 1994. It argues that the Association's wage proposal, if awarded, would result in an unjustifiable jump in salary ranking for the District's Police Officers. Thus, the District argues that the relative ranking of its Police Officers in terms of salaries should

be maintained by awarding a wage freeze in 1995.

The District also maintains that both the salary and the total compensation paid to its Police Officers are far in excess of the salary and the total compensation paid to officers in New York City. It submits the following data in support of that assertion

1994

5th YEAR

NEW YORK CITY POLICE OFFICER

VS

PORT WASHINGTON POLICE OFFICER

TOTAL WAGE COMPENSATION

	PORT WASHINGTON	NEW YORK CITY
SALARY	\$57,575	\$43,593 *
NIGHT DIFFERENTIAL	2,733	2,675
HOLIDAY PAY	2,867	2,121
LONGEVITY	0 **	2,000
UNIFORM & MAINTENANCE	975	1,000
	<u>\$64,150</u>	<u>\$52,827</u>
PENSION CONTRIBUTION	0	(5%) - 2,234
	<u>\$64,150</u>	<u>\$50,593</u>

NOTE:

1. * Base Salary Difference - \$13,982 (31%)
2. ** Longevity begins at the sixth year
3. *** Total wage compensation difference - \$13,557 (26%)

(District Exhibit No. 8). The District argues that on the basis of this comparison, the Association's wage proposal is clearly excessive.

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

The District 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 District to pay for the parties' proposals.

The District maintains that it, like other Long Island communities, is in poor financial condition. It contends that the Long Island economy has lost numerous jobs connected to the defense industry and, as a result, is in an economic recession (District Exhibit No. 2 at pg. 1). The District asserts that all sectors of Long Island's economy are downsizing because the markets for their products and services are relatively stagnant (District Exhibit No. 2 at pg. 4). Thus, it argues that Long Island's rebound from the current recession in the local economy will be weaker and more gradual than rebounds from prior recessions (District Exhibit No. 2 at pg. 4).

The District maintains that homeowners on Long Island are acutely feeling the results of this economic downturn. It contends that home foreclosures and personal bankruptcies are rising, the number of people on government assistance is multiplying and state and local taxes are rising so that New Yorkers are now the second

highest taxed residents in the United States (District Exhibit No. 3). The District claims that property values on Long Island have decreased steadily since the 1980's and that homeowners are faced with a shrinking pool of home buyers. It asserts that these factors have brought pressures to bear on local taxing entities, including the District, to control costs and reduce or even eliminate public spending in certain areas.

The District maintains that its residents and taxpayers have seen their tax rates rise significantly over the past five (5) years. It submits the following data in support of that assertion.

TABLE NO. 2

	<u>TAX RATE</u>	<u>AV. ASS. VALUE PER RESIDENCE</u>	<u>AVERAGE P.W. P.D. TAXES</u>
1990	\$7.15	\$8,000	\$572
1991	6.70	8,000	536
1992	7.50	8,000	600
1993	8.24	8,000	659
1994	8.23	8,000	658
1995	9.73	8,000	778

NOTE:

FROM 1990 TO 1995, THE AVERAGE HOMEOWNER WENT FROM PAYING \$572 PER YEAR TO \$778 PER YEAR. AN INCREASE OF \$206 OR 36%.

(District Exhibit No. 7). It contends that the tax rate the District has had to impose upon its residents has increased by thirty six percent (36%) from 1990 to 1995. The District also claims that the tax situation for residents of the District has been exacerbated by the fact that the North Hempstead Town general

tax has increased by thirty eight percent (38%) from 1994 to 1995.

Thus, the District insists that its residents and taxpayers cannot afford to pay for the excessive wage increases being sought by the Association. Therefore, it argues that pursuant to this statutory criteria, the District's wage proposal is clearly reasonable and ought to be awarded.

The District has proposed that Section 2(f) of the Agreement be amended to require that "prior approval of the Chief of Police or his/her designated representative" be obtained by the Association before the Association posts any notices on the bulletin boards in Police Department. It maintains that this change in the Agreement is required to bring control and order to the bulletin boards. Thus, the District argues that its bulletin board proposal is entirely reasonable and ought to be awarded.

The District has proposed that the night shift differential not be paid to Police Officers working a fixed day tour. It contends the night shift differential is currently paid to all Police Officers regardless of their actual night shift work schedule as a result of past administrative oversights. The District contends that such was not the parties' intention when the night shift differential was originally adopted. Thus, it argues that the District's proposal to deny night shift differential payments to Officers working a fixed day tour ought to be awarded.

The District has proposed reducing the payment to Police Officers for unused sick days upon termination of employment from a maximum of two hundred (200) days to a maximum of one hundred

(100) days. It contends that the District already pays a premium cost for local police coverage (District Exhibit No. 9). The District maintains that this is a heavy cost item with no parallel in the private sector. Thus, it argues that the District's termination pay proposal is reasonable and ought to be adopted.

The District has proposed that the following Reserved Rights clause be added to the parties' Agreement:

Except as limited by this agreement, the Port Washington Police District reserves the right to determine the standards of services to be offered; to set the standards of selection for employment; to direct its employees; to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of government operations; to determine the methods, means and personnel by which governmental operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

It maintains almost all public sector collective bargaining agreements contain a Reserved Rights clause. The District further contends that the absence of such a clause has led to confusion over which rights have been retained by management. It asserts that this has resulted in costly and unnecessary litigation between the District and the Association. Thus, the District argues that its Reserved Rights proposal is reasonable and ought to be adopted.

The District has proposed that if a Police Officer retires, resigns or is terminated, the cost of the Officer's clothing and maintenance allowance "shall be prorated until [the] employee is separated from service." It insists that in these difficult economic times, the District should not be paying a uniform and

maintenance allowance to a Police Officer who is no longer working for the District. The District submits that awarding this proposal would put an end to a waste of taxpayer funds. Thus, it argues that the District's uniform and maintenance allowance proposal is reasonable and ought to be awarded.

The District has proposed that effective January 1, 1995 and thereafter, any additional increases in health insurance premiums shall be borne by the employees. It maintains that many jurisdictions have negotiated employee contributions for health care premium costs. The District contends that its taxpayers are already overburdened and that the District cannot afford to pay for any further increases in Police Officer health insurance premiums. Thus, it argues that the District's health insurance proposal is reasonable and ought to be awarded.

The District has proposed amending the Agreement to provide that Welfare Fund contributions shall be paid by the District on February 1 of each year instead of January 1. It contends that this change would ease the administrative burden on the District. Thus, the District requests that this proposal be awarded.

The District has proposed that holiday pay "only apply in the event the employee works before and after a holiday if said employee is scheduled to work such tour." It contends that many of the District's Police Officers work on holidays in order to get holiday pay and then take off scheduled contiguous shifts either before or after the holiday. The District maintains that this widespread habit would cease if its proposal were adopted. Thus,

it argues that the District's holiday pay proposal is reasonable and ought to be awarded.

The District maintains that the parties' currently have a practice of awarding additional sick leave or personal leave in lieu of overtime payments. It asserts that such a practice was not the intent of the parties when they negotiated the overtime clause of the Agreement. Thus, the District argues that language should be awarded which puts an end to this practice.

The District maintains that in the last interest arbitration proceeding between the parties, the District was awarded an increased work schedule for new hires during their first year of employment. It proposes that this new work schedule be implemented for all new hires for their entire tenure with the Department. The District asserts that the productivity gains present in this new schedule would go a long way to placating the District's overburdened taxpayers. It further notes that Police Officers currently employed by the District are not affected by this proposal. Thus, the District argues that its work chart proposal is reasonable and ought to be awarded.

The District has proposed that the paid meal period be decreased from one (1) hour to forty-five (45) minutes. It maintains that this increase in productivity is required to offset the high level of compensation paid to the District's Police Officers. Thus, the District argues that its meal period proposal is reasonable and ought to be awarded.

The District has proposed that it be granted the discretion to

conduct roll calls for seminars, training etc. once per week for forty five (45) minutes before a Police Officer's regular working tour of duty. It asserts that this would increase the knowledge and capabilities of the District's Police Officers without unduly financially burdening the District and its taxpayers. Thus, the District argues that its roll call proposal is reasonable and ought to be awarded.

The District has proposed that a provision be added to the Agreement giving the Department's Chief of Police the power to assign Officers to special details for special tours of duty with two (2) weeks prior notification. It maintains that this will permit the District's commanding officers to better respond to the District's needs without incurring increased overtime costs. The District argues that the Panel should recognize the merit of this proposal and rule accordingly.

The District maintains that Section 22(k) of the Agreement wrongfully sanctifies past practices without regard to their origins or their development. It has proposed deleting that provision from the Agreement. The District asserts that the rights, benefits, entitlement and working conditions of its Police Officers are already expressly set forth in the Agreement. It contends that they need no further protection. Therefore, the District argues that this proposal should be awarded.

The District has proposed that the Chief of Police be granted the authority to assign a "floating supervisor" to cover for supervisors on vacation or otherwise on paid leave. It asserts

that the District's overtime costs are inflated and that this proposal will help reduce those overtime costs. Therefore, the District argues that this proposal is reasonable and should be awarded.

The District has proposed instituting a system of random drug testing for the its Police Officers. It maintains that random drug testing for law enforcement personnel is the norm rather than the exception in America today. Thus, the District argues that its drug testing proposal is reasonable and ought to be awarded.

The District has proposed reducing the annual sick leave accrual for newly hired Police Officers from twenty six (26) days to eighteen (18) days per year. Currently, newly hired Police Officers receive eighteen (18) paid sick days during their first year of employment and a full complement of twenty six (26) paid sick days thereafter (Association Exhibit No. A 5 at pg. 8). The District asserts that the average level of sick leave usage by the District's Police Officers is seven (7) days per year (District Exhibit No. 9). Thus, the District insists that its newly hired Officers have no need for more than eighteen (18) paid sick days per year. It further asserts that the substantial savings which will result from implementing this proposal will go a long way to placating the District's over burdened taxpayers. The District also notes that Police Officers currently employed by the District are not affected by this proposal. Therefore, it argues that the District's sick leave proposal is reasonable and ought to be awarded.

The District rejects the Association's numerous proposals to increase the benefits granted to the District's Police Officers. It opposes the Association's proposal to increase the night shift differential paid to the District's Police Officers. The District maintains that officers in fourteen (14) comparable jurisdictions are paid an average night shift differential of \$2797.00 per year. It submits the following chart in support of that assertion.

Night Differential

<u>Tours</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>
1. 230 Floral Park	2,000	2,000	2,250
2. 232 Freeport	2,100	2,250	3,250
3. 238 Garden City	2,325	2,418	2,906
4. 232 Glen Cove	2,000	3,200	3,714
5. 232 Hempstead	1,650	1,650	1,650
6. 232 Lake Success* (10%)	2,255	2,368	2,486
7. 232 Long Beach	2,100	2,100	2,100
8. 249 Lynbrook	2,650	3,220	3,378
Malverne* (10%)	-----	-----	
9. 232 Nassau (10%)	2,820	3,372	3,588
10. 232 Old Westbury (10%)	3,500	4,000	3,552
11. 232 Old Brookville* (10%)	2,574	2,677	2,797
12. 232 Port Washington	2,533	2,633	2,733
13. 238 Rockville Centre	2,460	2,580	3,295
14. 232 Sands Point	2,400	2,500	2,600
15. 244 New York City (10%)	2,212	2,256	2,370

* 10% of base pay for hours actually worked.
Malverne works 12 hour tours

Mean Night Differential	2,325	2,500	2,797
-------------------------	-------	-------	-------

232 Kings Point (10%)	3,715
-----------------------	-------

(District Exhibit No. 4)

The District notes that its Police Officers were paid a \$2733.00 night shift differential in 1994. Thus, it argues that there is no real disparity between the night shift differential paid to the District's Police Officers and the differential paid to officers in comparable jurisdictions. Therefore, the District argues that the Association's night shift differential proposal is excessive and should not be awarded.

The District opposes the Association's proposal to increase the pay differential between Detectives and Police Officers and between Detective Supervisors and Police Sergeants. It claims that under the current Agreement, top Detectives and Detective Sergeants earn roughly seven and one-half percent (7-1/2%) more than their Police Officer and Sergeant counterparts. The District contends that this percentage difference in pay adequately compensates the Detectives for their duties. Thus, it argues that the Association's Detective pay proposal should be rejected.

The District opposes the Association's proposal to increase the number of personal days granted to the District's Officers from four (4) to five (5). It maintains that four (4) personal days are sufficient for police personnel. The District also claims that the civilian employees of the Port Washington Police District are

granted four (4) personal days. Thus, it argues that the Association's personal day proposal should not be awarded.

The District opposes the Association's proposal to increase the amount of longevity pay which is paid to the District's Police Officers. It maintains that a District Officer with fifteen (15) years of service already receives longevity pay in excess of the longevity pay paid to their counterparts in five (5) comparable communities (District Exhibit No. 5). Thus, the District argues that the Association's longevity proposal should be rejected.

The District opposes the Association's proposal to change the current overtime, holiday pay and termination calculations from their present level to 1/1856th of base pay. It maintains that this proposal lacks any logical rationale. The District contends this proposal is just a method for Officers to acquire additional compensation to which they are not entitled. Therefore, it argues that this proposal should be ignored.

The District opposes the Association's proposal to increase the uniform and the cleaning allowance paid to the District's Police Officers. It maintains that the uniform and the cleaning allowance currently paid to the District's Police Officers ranks seventh among sixteen (16) comparable communities (Association Exhibit No. C 10). Thus, the District argues that there is no reason to increase the uniform and cleaning allowance any further.

The District opposes the Association's tuition reimbursement proposal. It maintains that this is a new benefit for which the District does not have the ability to pay. The District further

contends that its full-time civilian employees do not have a similar benefit (Association Exhibit No. A 13). Therefore, it argues that this proposal by the Association should be rejected.

The District opposes the increase in Welfare Fund contributions being sought by the Association. It maintains that the current level of contribution paid by the District is adequate and that any additional increases are unwarranted. Therefore, it argues that this proposal by the Association should be rejected.

The District opposes the Association's proposal to increase the amount of compensatory time the District's Police Officers should be permitted to bank. It notes that the District's Officers are currently entitled to bank up to ninety six (96) hours of compensatory time. The District maintains that eight (8) comparable communities provide their officers with a similar benefit (Association Exhibit No. C 10). It contends that no need to increase this benefit further has been established. Therefore, the District argues that the Association's compensatory time proposal should be rejected.

The District opposes the Association's motorcycle and detective work chart proposal. It maintains that no reason has been established for making these work charts part of the Agreement.

The District opposes the Association's proposal to decrease the amount of years necessary to vest for termination pay from twenty (20) to ten (10) years. It maintains that five (5) other comparable communities have twenty (20) year vesting (Association

Exhibit No. C 10). The District asserts that there is no rationale for cutting the amount of time needed to vest in half. It further submits that the District cannot afford to pay for an improvement in this area. Thus, the District argues that the Association's vesting proposal should be rejected.

The District opposes the Association's family sick day proposal. It maintains that its Police Officers currently have liberal leave entitlement benefits. The District notes that its Officers are granted four (4) personal days per year which they can use for family emergencies. It further points out that the District's Police Officers are covered by the National Family Leave Act and may take unpaid time off to care for the needs of ill family members. The District contends that granting its Officers additional leave entitlement would be imprudent. Therefore, it insists that the Association's family sick day proposal must be rejected.

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

OPINION

Several introductory comments are appropriate here. As Interest Arbitrators, under the parties' agreed upon procedure, we must adhere to the relevant statutory criteria set forth in Section 209 (4) (c) (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, we turn to the facts of this dispute.

The Association has proposed a two (2) year Agreement covering the period January 1, 1995 through December 31, 1996. The District also has proposed a two (2) year Agreement for an identical term. Since both the Association and the District have proposed a two (2) year Agreement, we have formulated this Award based upon a contract term of two (2) years.

In addition, a two (2) year Agreement makes good sense.

First, an Award covering a two (2) 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. Second, it is important to note that an Award of only a one (1) year Agreement would require negotiations between the parties to begin almost immediately for a successor agreement. This would be unduly burdensome on both the District and the Association. Thus, we concur with the parties' preference for a two (2) year Agreement.

We now turn to the remaining components of the parties' proposals. The Association has requested a five and one-half percent (5-1/2%) across-the-board increase in base annual salaries effective on January 1, 1995, and a five and one-half percent (5-1/2%) across-the-board increase in base annual salaries effective on January 1, 1996. The District has proposed a wage freeze in 1995 and a "fair and equitable" wage increase in 1996, provided the District is awarded other changes in the Agreement which the District has proposed to offset the cost of any wage increase awarded to the District's Police Officers in 1996.

We find both proposals to be unacceptable. Clearly, given the financial circumstances of the District, there can be no justification for a salary increase of five and one-half percent (5-1/2%) 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 District's proposal also is not

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

Instead, we are persuaded that wage increases between the Association's five and one-half percent (5-1/2%) proposal and the District's wage proposal are appropriate here. In addition, we are equally convinced that the wage increases should be delayed and or split in each year of the Agreement. This will provide a cash savings to the District 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.

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 District'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 Port Washington. There is a certain degree of overlap between the comparable communities relied upon by the Association and the District in their exhibits and their charts. Both parties have relied upon comparisons drawn between the District's Police Officers and police officers employed by other local Nassau County jurisdictions. In addition, there is no evidence - nor even a suggestion - that either party relied upon an inappropriate local Nassau County jurisdiction as a comparable jurisdiction. Thus, we find that the local Nassau County communities relied upon by both the District and the Association are appropriate comparable communities for purposes of drawing the comparisons required by the statute.

The Association also has relied upon comparisons between the District's Police Officers and police officers employed by Nassau County. The District has argued that its Police Officers should not be compared to Nassau County police officers. We find the District's position in this regard unpersuasive. Nassau County is composed of its local communities, many of which the parties have agreed are comparable to the District. While recognizing that Nassau County is not identical in all respects to the District, we find that it clearly is comparable. Comparability rather than identity of communities, is all that is required by the statute.

Differences in degrees of comparability can be taken into account when evaluating the evidence drawn from communities with different degrees of comparability to the District. Thus, we find that the comparisons drawn by the Association between the District's Police Officers and police officers employed by Nassau County, are relevant to this dispute.

The District has relied upon comparisons between its Police Officers and police officers employed by New York City. The Association has argued that the District's Police Officers should not be compared to New York City police officers. We find the District's position in this regard unpersuasive. Other than geographical proximity, New York City is in no sense comparable to the District. Thus, we find that the comparisons drawn by the District between its Police Officers and police officers employed by New York City, are not relevant to this dispute.

The Association presented evidence that its wage proposal for 1995 closely corresponded to the average rate of increase granted to police officers employed by thirteen (13) local comparable communities and the Nassau County Police Department (Association Exhibit No. C 10). This evidence is relevant. However, it clearly is not determinative.

First, the wage increase proposed by the Association for 1995 exceeds the average wage increase granted to police officers by comparable jurisdictions (Association Exhibit No. C 10). Given the other evidence in the record, including many of the above average benefits received by the District's Police Officers, there is no

evidence in the record which justifies awarding the District's Police Officers a wage increase which exceeds the average wage increase awarded to officers in comparable communities.

Second, of the wage increases relied upon by the Association, the largest by far was the 7.13% wage increase granted by the Nassau County Police Department (Association Exhibit No. C 10). As noted above, although the Nassau County Police Department is comparable to the District, it is not as comparable or as relevant as the other local communities relied upon by the Association. The bulk of those local comparable communities granted their police officers wage increases less than the increase being sought by the Association (Association Exhibit No. C 10).

More importantly, the District relied upon evidence which showed that its Police Officers ranked tenth in terms of salary in 1993 and ninth in terms of salary in 1994 (Association Exhibit No. C 10). A five and one-half percent (5-1/2%) wage increase on January 1, 1995, as proposed by the Association, would increase the top salary of the District's Police Officers to \$60,741 ($\$57,575 \times 1.055$) and vastly improve their salary ranking to fifth (Association Exhibit No. C 10). Nothing in the record supports awarding the District's Police Officers a wage increase which would so dramatically improve their salary ranking. To the contrary, the evidence submitted by the parties demonstrates that a far smaller increase would be sufficient to maintain the relative salary ranking of the District's Police Officers.

A 1994 wage freeze, on the other hand, as proposed by the

District, would result in the salary ranking of the District's Police Officers dropping from ninth to fourteenth (Association Exhibit No. C 10). Nothing in the record supports such a dramatic drop in the salary ranking of the District's Police Officers.

Thus, the evidence of comparability submitted by the parties supports awarding a wage increase in between the wage increases proposed by the parties.

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, we agree with the District that its citizens are not benefitted by a salary increase which the District cannot afford and which results in reductions in other needed services. Therefore, logically, the District'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, we are persuaded that a wage package which deviates dramatically from the type of salary increases provided to other police officers in comparable neighboring communities, or which dramatically alters the salary ranking of the District's Police Officers, does not serve the interests and welfare of the citizens of Port Washington. 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 District will unnecessarily and invariably cause a decline in police morale. This does not serve the interests and welfare of the public. Moreover, it is not necessitated by the evidence submitted by the District concerning its financial ability to pay.

The District has made a compelling case that it is not flush with money. It also has established that its taxpayers have absorbed a thirty six percent (36%) increase in their tax rates over the past five (5) years (District Exhibit No. 7). Thus, given the current economic climate on Long Island and in the District, this statutory criterion requires that we not award the wage increases being sought by the Association.

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 split and or delayed wage increases, the District's financial circumstances can be taken into account without dramatically affecting the relative standing of the District's Police Officers in terms of salary. Splitting and 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 amount in annual wages was paid to those officers over the course of the entire year, after a larger increase at the

beginning of the year. It also permits a jurisdiction to spend less money while maintaining morale within its Police Department.

For example, a two percent (2%) wage increase granted on January 1 and a two percent (2%) 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 three percent (3%) wage increase on January 1. Thus, splitting and delaying wage increases has two benefits. At the end of the year officers are receiving the same weekly salary as their counterparts in comparable communities who received their entire increase at the beginning of the year. Whatever ground was lost at the beginning of the year has been made up. However, the District has paid out less in wages for the entire year and has more money available to fund future wage increases.

Thus, the financial burden on the public of granting wage increases to the District'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 District'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. 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 District'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 District. Thus, we also find that this statutory criterion supports awarding a wage increase in between the increases proposed by the Association and the District.

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,

portions of the awarded wage increase, the cost to the District over the life of the Agreement is equivalent to seven and three-quarters percent (7-3/4%) percent which averages out to an annual increase of 3.875%. This is significantly less than the average increase granted to police officers in comparable communities in 1995. However, it also permits the District's Police Officers to maintain their relative salary ranking in comparison to their counterparts in those comparable communities (Association Exhibit No. C 10).¹

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

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

The Association has proposed increasing the night shift differential to eight (8%) percent of a Police Officer's salary. The District has opposed any increase in the night shift differential.

Currently, the District's Police Officer's are paid a night shift differential of \$2,733.00 per year (Association Exhibit No. A 5 at pg. 7). Based upon the top 1994 salary of \$57,575 which was cited upon by the Association, the current night shift differential amounts to approximately four and three-quarters percent (4-3/4%)

¹ Of course, there is a roll-over cost of 1.25% into 1997 as a result of delaying the effective date of the last increase to July 1, 1996.

of a District Police Officer's salary (Association Exhibit No. C 10). Thus, adopting the Association's proposal would result in a dramatic increase in the night shift differential paid to the District's Police Officers. The evidence presented by the Association concerning the night shift differentials paid to police officers in comparable communities shows that the District's Police Officers rank sixteenth out of eighteen (18) comparable communities in terms of night shift differential (Association Exhibit No. C 10). This evidence clearly supports improving the night shift differential paid to the District's Police Officers. However, it does not support the magnitude of the increase being sought by the Association. In addition, the District presented persuasive evidence that it can not afford any dramatic increases in the benefits granted to its Police Officers.

Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the night shift differential paid to the District's Police Officers should be increased to two thousand eight hundred dollars (\$2800.00) in 1995 and to two thousand nine hundred dollars (\$2900.00) in 1996. We are not convinced that the converting longevity to a percentage of a Police Officer's salary is justified here.

The Association has proposed that Detectives and Detective Supervisors salary be increased to fifteen percent (15%) above a the pay scale for Police Officers and Police Sergeants. The District opposes any increase in the salary differential between these categories of employees.

The record evidence concerning comparability does not support increasing the pay differential between Detectives and Police Officers. In addition, the evidence concerning the District's financial condition shows that it cannot afford an increase in Detective salaries in excess of the wage increases granted to the entire bargaining unit. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Association's Detective's pay proposal is unreasonable. Therefore, it shall not be awarded.

The Association has proposed increasing the number of paid personal days granted to the District's Police Officers each year from four (4) to five (5). The District has opposed any increase in paid personal days. The record evidence establishes that police officers in fourteen (14) of eighteen (18) comparable communities receive five paid personal days each year (Association Exhibit No. C 10). Thus, the evidence concerning comparability overwhelmingly supports awarding the Association's personal day proposal. However, the record evidence concerning the District's financial condition demonstrates that the District cannot afford to make dramatic improvements in Police Officer benefits. By delaying any improvement in this benefit area until 1996, the financial impact on the District can be cushioned while at the same time permitting the District's Police Officers to be treated like the bulk of their counterparts in comparable communities. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that effective January 1, 1996, the District's

Police Officers shall receive five (5) personal days per year.

The Association has proposed that its members longevity pay be increased. It has proposed that during the first year of the contract longevity pay after six years of service be increased by one hundred dollars (\$100.00) from five hundred (\$500.00) to six hundred (\$600.00) dollars, that longevity pay after fifteen years of service be increased by one hundred and fifty dollars (\$150.00) from seventeen hundred (\$1700.00) to eighteen hundred and fifty (\$1850.00) dollars. The Association also has proposed that during the second year of the contract longevity pay after ten years of service be increased by one hundred and fifty dollars (\$150.00) and that longevity pay after fifteen years of service be increased by one hundred dollars (\$100.00). Finally, it has proposed that after fifteen (15) years of service longevity pay should be increased to two hundred and twenty five dollars (\$225) for each year of service up to twenty four (24) years of service, and that longevity pay for Officers with twenty five (25) or more years of service be increased by one hundred dollars (\$100.00) for each year of additional service. The District has opposed any increase in longevity pay.

The evidence demonstrates that the District's Police Officers receive below average longevity pay at virtually every stage of their career when compared to their counterparts in comparable jurisdictions (Association Exhibit C 10). However, the increases proposed by the Association are in excess of those required for the District's Police Officers to be treated like their counterparts in

comparable jurisdictions. Given the District's financial circumstances, such a large increase in longevity pay cannot be justified. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the longevity pay for the District's Police Officers should be increased to the following levels.

Effective January 1, 1995:

After six (6) years of completed service: \$600.00

After ten (10) years of completed service: an additional \$600.00

After fifteen (15) years of completed service: an additional \$600.00.

For each subsequent year of completed service, up to and including twenty-five (25) years of completed service: an additional \$50.00.

Effective January 1, 1996:

After six (6) years of completed service: \$700.00

After ten (10) years of completed service: an additional \$600.00

After fifteen (15) years of completed service: an additional \$600.00.

For each subsequent year of completed service, up to and including twenty-five (25) years of completed service: an additional \$50.00.

The Association has proposed that overtime, holiday pay and terminal entitlement be based on a calculation of 1/1856th of base pay, including longevity. The District opposes this proposal as another form of wage increase.

In essence, the Association is proposing that the District's Police Officers be paid overtime, holiday pay and terminal entitlements based upon a two hundred and thirty two (232) day work

year. Currently, the District's Police Officers are paid overtime, holiday pay and terminal entitlements based upon a work year longer than two hundred and thirty two (232) days. However, District Police Officers work a two hundred and thirty two (232) day duty chart. Thus, this disparity reduces the overtime, holiday and terminal entitlement rate of pay for the District's Police Officers.

This variation is significant. Moreover, it does not make sense. The District should not be able to calculate overtime, holiday or terminal entitlement pay on a rate which bears no relationship to the reality of what a Police Officer actually earns each day. The current practice, put into simple terms, is the equivalent of an employee receiving six dollars (\$6.00) per hour, but being paid, when working overtime, time and one-half at an hourly rate of five dollars (\$5.00). Such a procedure is unsound. This method of calculation must be changed.

However, we understand that this re-calculation will be costly. Thus, in line with our conclusion that the current method of calculation must be changed, coupled with the financial impact on the District, we are convinced that this change ought to be delayed until July 1, 1996. Therefore, it shall be awarded.

The Association has proposed that the uniform allowance paid to the District's Police Officers be increased by one hundred dollars (\$100.00) in each year of the Agreement. It also has proposed that the cleaning allowance paid to the District's Officers be increased by one hundred dollars (\$100.00) in each year

of the Agreement. The District opposes any increase in the uniform and cleaning allowance.

The record evidence of comparability shows that the District's Police Officers rank eighth out of seventeen (17) comparable communities in terms of these benefits (Association Exhibit No. C 10). The increases sought by the Association would vastly improve the standing of the District's Officers in terms of these benefits. They are far in excess of what is required to permit the District's Officers to maintain their relative ranking in terms of uniform and cleaning allowance. Given the District's financial circumstances, such a large increase in these benefits cannot be justified. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the uniform and the cleaning allowance for the District's Police Officers should be increased by twenty five dollars (\$25.00) each, effective January 1, 1996.

The Association has proposed that the District's Police Officers receive complete tuition reimbursement for all job related courses taken at or above the college level, including reimbursement for textbooks. It has proposed that the total amount available for this benefit should be five thousand dollars (\$5000.00) per year, payable on a first come, first served basis with a maximum reimbursement of one thousand dollars (\$1000.00) per employee. The District has opposed this benefit improvement.

The record evidence concerning comparability does not support providing the District's Police Officers with tuition reimbursement. In addition, the evidence concerning the District's

financial condition shows that it cannot afford to be a leader among comparable communities by introducing this benefit. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Association's tuition reimbursement proposal is unreasonable. Therefore, it shall not be awarded.

The Association has proposed that the District's contributions per employee to the Welfare Fund be increased by two hundred dollars (\$200.00) during the first year of the Agreement and by one hundred and fifty dollars (\$150.00) during the second year of the Agreement. The District opposes any increase in its contributions to the Welfare Fund.

The record demonstrates that additional contributions are needed by the Welfare Fund to pay for the benefits provided to the District's Police Officers (Association Exhibit No. 34). However, it does not support the need for the magnitude of the increases being sought by the Association. In addition, the evidence concerning the District's financial circumstances shows that it cannot afford to pay for the increase in welfare fund contributions being sought by the Association as well as the other wage and benefit improvements awarded herein. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the District's contribution to the Welfare Fund should be increased by one hundred and twenty five dollars (\$125.00) effective January 1, 1996.

The Association has proposed that the Suffolk County Med Scope

procedure with an agreed upon health care provided be added as an option under the parties' Agreement. While I agree with the Association that the Med Scope procedure has worked well in other jurisdictions, the fact remains that the Association has not met its burden of justifying this procedure in light of the District's objection to its adoption. In fact, I note that the adoption of a Med Scope procedure usually has resulted from parties mutual interest in such a procedure. Therefore, the Association's Suffolk County Med Scope proposal will not be awarded.

The Association has proposed that the amount of compensatory time the District's Police Officers are permitted to bank and carry over should be increased from ninety six (96) hours to one hundred and sixty (160) hours. The District opposes any improvement in this benefit.

The record demonstrates that only five (5) of the twenty (20) comparable communities relied upon by the Association permit their police officers to bank more than ninety six (96) hours of compensatory time (Association Exhibit No. C 10). In addition, the evidence concerning the District's financial condition shows that it cannot afford to be a leader among comparable communities in this benefit area. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Association's compensatory time proposal is unreasonable. Therefore, it shall not be awarded.

The Association has proposed that the current Motorcycle Officer and Detective's work schedules be incorporated into the

Agreement and that they provide for a two hundred and thirty two (232) day work year. The District opposes this proposal.

The record evidence concerning comparability does not support awarding this proposal. In addition, this proposal would limit the District's flexibility in assigning Motorcycle Officers and Detectives. Given the evidence concerning the District's financial condition, we must avoid awarding proposals which could increase the District's costs by unnecessarily limiting the District's flexibility. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Association's Motorcycle Officer and Detective work schedule proposal is unreasonable. Therefore, it shall not be awarded.

The Association has proposed that the District's Police Officers be entitled to their earned terminal leave and their unused sick leave upon leaving the Department after ten (10) years of completed service. Currently, Police Officer's are not entitled to receive these benefits until after twenty (20) years of service. The District opposes any change in the number of years required for vesting in these benefits.

The record demonstrates that police officers in thirteen (13) comparable communities vest in these benefits after ten (10) years of service. It also shows that only five (5) comparable communities require their police officers to work twenty (20) years before vesting in these benefits. (Association Exhibit No. C 10). Thus, the evidence of comparability clearly supports awarding the Association's vesting proposal. In addition, there is no

persuasive evidence in the record that awarding this proposal will unduly burden the District. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Association's vesting proposal is reasonable and ought to be awarded effective January 1, 1996. However, in awarding the Association's vesting proposal, we do not intend to alter and have not altered the Agreement's current provision that termination pay not be provided to Officers separated from service for cause (Association Exhibit No. A 5 at pgs. 7-8).

The Association has proposed that the District's Police Officers be entitled to use four (4) sick days per year for family emergency leave and that they not be required to seek the Department's permission for the use of that leave. The District opposes this proposal.

The record evidence concerning comparability does not support providing the District's Police Officers with four (4) sick days per year for family emergency leave. In addition, the evidence concerning the District's financial condition shows that it cannot afford to be a leader among comparable communities by introducing this benefit. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Association's family sick day proposal is unreasonable. Therefore, it shall not be awarded.

The District has proposed that Section 2(f) of the Agreement be amended to require that "prior approval of the Chief of Police or his/her designated representative" be obtained by the

Association before the Association posts any notices on the bulletin boards in the Police Department. The Association opposes this proposal.

The record evidence concerning comparability does not support the awarding of this proposal. Nor is there any evidence that awarding this proposal will lessen the financial burden on the District. Finally, there is no persuasive evidence that this provision is required to address a problem which exists between the District and the Association concerning the appropriate use of bulletin boards. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the proposal shall not be awarded.

The District has proposed that the night shift differential not be paid to Police Officers working a fixed day tour. The Association opposes this proposal.

The record evidence concerning comparability does not support the awarding of this proposal. In addition, it is undisputed that the parties have a practice of paying a night shift differential to District Police Officers regardless of their actual night shift schedule. Eliminating this practice would save the District a certain amount of funds. However, it would do so by imposing a wage reduction on only one (1) segment of the bargaining unit. Since the District's financial circumstances can be taken into consideration without cutting the take home pay for only one (1) segment of the District's Police Department, we find, after carefully considering the record evidence and the relevant

statutory criteria, that the District's night shift differential proposal shall not be awarded.

The District has proposed reducing the payment to Police Officers for unused sick days upon termination of employment from a maximum of two hundred (200) days to a maximum of one hundred (100) days. The Association opposes this proposal.

The record evidence concerning comparability does not support the awarding of this proposal. In addition, there is insufficient evidence in the record that the savings which might be generated by implementing this proposal would offset the harm which it would impose on Officers retiring from the force. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the District's termination pay proposal shall not be awarded.

The District has proposed that the following Reserved Rights clause be added to the parties' Agreement:

Except as limited by this agreement, the Port Washington Police District reserves the right to determine the standards of services to be offered; to set the standards of selection for employment; to direct its employees; to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of government operations; to determine the methods, means and personnel by which governmental operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

The Association opposes this proposal.

The Management Rights Clause proposed by the District is overly broad. Moreover, we note that many of the rights the

District seeks to articulate are already reserved to it by applicable statutes. In all, we do not believe that the District has met its burden to have such a provision incorporated into this Award.

Therefore, this proposal is rejected.

The District has proposed that if a Police Officer retires, resigns or is terminated, the cost of the Officer's clothing and maintenance allowance "shall be prorated until [the] employee is separated from service." The Association opposes this proposal.

It is certainly reasonable for the District to propose that it only be required to pay a uniform and a maintenance allowance to Police Officers who are actually on the force. In addition, the savings generated by this proposal will help alleviate the financial burden on the District. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the District's uniform and maintenance allowance proposal is reasonable and ought to be awarded.

The District has proposed that effective January 1, 1995 and thereafter, any additional increases in health insurance premiums shall be borne by the District's Police Officers. The Association opposes this proposal.

The District is correct in noting that numerous employers in both the public and the private sector have negotiated employee contributions to their health coverage. However, there is no evidence in the record that any comparable communities have imposed all additional increases in health insurance premiums on their

employees. Thus, the record evidence concerning comparability does not support the awarding of this proposal.

In addition, we have already taken the District's financial circumstances into account by awarding the Association a much smaller increase in District contributions to the Welfare Fund than otherwise might be justified. The District's demand to make a sweeping change in health benefits - a crucial component of a Police Officer's benefit package - is not supported by the record evidence. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the District's health insurance proposal shall not be awarded.

The District has proposed that the date it is required to make contributions to the Welfare Fund be changed from January 1 to February 1 of each year. The Association opposes this proposal.

The District is unpersuasive when it suggests that this proposal is nothing more than an administrative matter. Delaying contributions to the Welfare Fund for one (1) month each year will generate a savings for the District and impose a cost on the Welfare Fund. There is no persuasive evidence in the record which would justify such a transfer from the Welfare fund to the District. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the District's Welfare Fund proposal shall not be awarded.

The District has proposed that holiday pay "only apply in the event the employee works before and after a holiday if said employee is scheduled to work such tour." The Association opposes

this proposal.

The record evidence concerning comparability does not support the awarding of this proposal. Nor is there any evidence that awarding this proposal will lessen the financial burden on the District. Finally, there is no persuasive evidence that this provision is required to address a pervasive problem which exists within the District's Police Department. There are certainly other available avenues to address a Police Officer who repeatedly engaged in such a practice. However, after carefully considering the record evidence and the relevant statutory criteria, we find that the District's holiday pay shall not be awarded.

The District has proposed that sick leave and personal leave not be credited to Police Officers for time worked in an overtime situation. The Association opposes this proposal.

The record evidence concerning comparability does not support the awarding of this proposal. Nor is there any persuasive evidence that awarding this proposal will lessen the financial burden on the District, since it does not alter the District's obligation to compensate Officers for working overtime. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the District's overtime proposal shall not be awarded.

The District has proposed a number of changes in Section 19 of the parties' Agreement which governs the basic work week for the District's Police Officers. It has proposed that an increased work schedule for new hires during their first year of employment be

implemented for all new hires for their entire tenure with the Department. The District has proposed that the paid meal period for all Police Officers be decreased from one (1) hour to forty-five (45) minutes. It also has proposed that it be granted the discretion to conduct roll calls for seminars, training etc. once per week for forty five (45) minutes before a Police Officer's regular working tour of duty. Finally, the District has proposed that a new provision be added to the Agreement giving the Department's Chief of Police the power to assign Officers to special details for special tours of duty with two (2) weeks prior notification. The Association opposes all of these changes.

The record evidence concerning comparability does not support the awarding of these changes. There is no evidence that they are common among police departments in comparable jurisdictions. In addition, the District's proposed changes in the work week seek to increase the amount of hours the District's Police Officers must work without increasing their compensation. For example, the District's meal period and roll call proposal will result in the District's Police Officers who work five (5) days per week, working an additional two (2) hours per week without additional compensation. Although this will increase the amount of hours worked by the District's Police Officers, there is no persuasive evidence that it will result in any reductions in the wages paid by the District to its Police Officers. Thus, we find that there is no persuasive evidence that the changes in the basic work week proposed by the District will significantly alleviate the financial

burden on the District. Therefore, after carefully considering the record evidence and the relevant statutory criteria, we find that the District's basic work week proposals should not be awarded.

The District has proposed deleting Section 22(k) from the parties' Agreement. That Section preserves the parties' past practices by providing that "[a]ll rights benefits, entitlement and working conditions which have been previously enjoyed by the members of the Association, shall continue in full force and effect" (Association Exhibit No. A 5 at pg. 22). The Association opposes the District's proposal.

The record evidence concerning comparability does not support awarding this proposal. In addition, there is no evidence concerning the extent of the savings, if any, this proposal would generate for the District, if it were implemented. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the District's past practice proposal shall not be awarded.

The District has proposed that the Chief of Police be granted the authority to assign a "floating supervisor" to cover for supervisors on vacation or otherwise on paid leave. The Association opposes the District's proposal.

The record evidence concerning comparability does not support awarding this proposal. In addition, there is no persuasive evidence concerning the extent of the savings this proposal would generate for the District, if it were implemented. Thus, after carefully considering the record evidence and the relevant

statutory criteria, we find that the District's floating supervisor proposal is not supported by the record evidence. Therefore, it shall not be awarded.

The District has proposed instituting a system of random drug testing for its Police Officers. The Association opposes the District's proposal.

We are persuaded that in order to create and foster a drug-free environment within the Police Department, a random drug testing policy is proper. The establishment of such a policy also serves the interests and welfare of the citizens of Port Washington.

However, the establishment of such a procedure is a substantial undertaking. Therefore, we believe it only appropriate that the parties be given a reasonable period of time during which they can agree to language that will adequately meet their objectives before implementing random drug testing. That language must comport with the applicable statutes. It must also provide Officers with reasonable due process. We recommend that the parties consider the substance abuse testing policy now in effect in the Suffolk County Police Department and/or the Nassau County Police Department.

In all, we award the establishment of random drug testing. The exact random drug testing policy is to be remanded to the parties. It is further understood that we shall retain jurisdiction should the parties fail to arrive at an appropriate policy. This policy must be in place no later than ninety (90)

days after the issuance of this Award.

The District has proposed permanently reducing the annual sick leave accrual for newly hired Police Officers from twenty six (26) days per year to eighteen (18) days per year. The Association opposes this proposal.

Currently, newly hired Police Officers receive eighteen (18) paid sick days during their first year of employment and a full complement of twenty six (26) paid sick days thereafter (Association Exhibit No. A 5 at pg. 8). Thus, even though savings have been garnered by the District by granting newly hired Police Officers less sick leave than more senior Police Officers, newly hired Officers eventually receive the same amount of sick leave as their more experienced counterparts.

Unlike the current system, the District's proposal creates a two (2) tier system by permanently reducing the sick leave entitlement of newly hired employees to eighteen (18) sick days per year. Permanent two (2) tier benefit systems create dissension within bargaining units and lead to serious morale problems. They are especially troubling in police departments since police must often depend upon one another in life threatening situations. Thus, we reject the District's proposal to create a permanent two (2) tier system of sick leave entitlement.

However, we recognize that the record establishes the District's need to generate further savings in the area of sick leave, especially if it is going to continue to be able to afford the wage and benefit increases awarded herein. That can be

accomplished, however, without creating a permanent two (2) tier system by providing newly hired Police Officers with a lesser sick leave entitlement only during their first few years of employment. After all, newly hired Police Officers receive lower wages during their first few years of employment until they gain experience and establish a commitment to the Department. Thus, there is nothing unusual about initially granting newly hired Police Officers less in wages and benefits than their more experienced counterparts. So long as newly hired Police Officers eventually achieve parity in wages and benefits with more senior Officers, the pernicious effects of a permanent two (2) tier system can be avoided.

Therefore, after carefully considering the record evidence and the relevant statutory criteria, we find that effective December 31, 1996, newly hired Police Officers shall receive the following number of paid sick days per year: fifteen (15) paid sick days during their first year of employment; seventeen (17) paid sick days during their second year of employment; twenty (20) sick days during their third year of employment; and twenty six (26) sick days thereafter.

In summary, we 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 our 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 District 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, 1995 to December 31, 1996.

CONCUR James E. Baker

DISSENT _____

CONCUR Paul Gross

DISSENT _____

2. WAGES

July 1, 1995 4% across-the-board wage increase

January 1, 1996 2.5% across-the-board wage increase

July 1, 1996 2.5% across-the-board wage increase

CONCUR Paul Gross

DISSENT James E. Baker

CONCUR _____

DISSENT _____

3. NIGHT SHIFT DIFFERENTIAL

Effective January 1, 1995, the night shift differential shall be increased to \$2,800.00.

Effective January 1, 1996, the night shift differential shall be increased to \$2,900.00.

CONCUR Paul Gross

DISSENT James E. Baker

CONCUR _____

DISSENT _____

4. PERSONAL DAYS

Effective January 1, 1996, the number of personal days shall be increased to five (5) per year.

CONCUR Paul Gross

DISSENT James E. Baker

CONCUR _____

DISSENT _____

5. LONGEVITY PAY

Effective January 1, 1995:

After six (6) years of completed service: \$600.00

After ten (10) years of completed service: an additional \$600.00

After fifteen (15) years of completed service: an additional \$600.00.

For each subsequent year of completed service, up to and including twenty-five (25) years of completed service: an additional \$50.00. (maximum \$2,300.00)

Effective January 1, 1996:

After six (6) years of completed service: \$700.00

After ten (10) years of completed service: an additional \$600.00

After fifteen (15) years of completed service: an additional \$600.00.

For each subsequent year of completed service, up to and including twenty-five (25) years of completed service: an additional \$50.00. (maximum \$2,400.00)

CONCUR Paul Gross

DISSENT James E. Baker

CONCUR _____

DISSENT _____

6. HOURLY RATE

Effective July 1, 1996, overtime, holiday pay and terminal entitlements shall be based on a calculation of 1/1856th of base pay, including longevity.

CONCUR Paul Gross

DISSENT James E. Baker

CONCUR _____

DISSENT _____

7. UNIFORM AND MAINTENANCE ALLOWANCE

Effective January 1, 1996, the uniform and maintenance allowances shall each be increased by \$25.00 per year.

Effective January 1, 1996, in the event that an employee retires, resigns or is terminated, the cost of said employee's uniform and maintenance allowances shall be prorated until said employee is separated from service.

CONCUR James E. Baker DISSENT Paul Dross
CONCUR _____ DISSENT _____

8. WELFARE FUND

Effective January 1, 1996, the District's contribution to the Welfare Fund shall be increased by \$125.00 per employee.

CONCUR Paul Dross DISSENT James E. Baker
CONCUR _____ DISSENT _____

9. VESTING FOR TERMINATION PAY

Effective January 1, 1996, employees, other than those who are separated for cause, shall vest in their termination pay benefits after ten (10) years of service.

CONCUR Paul Dross DISSENT James E. Baker
CONCUR _____ DISSENT _____

10. RANDOM DRUG TESTING

There shall be a Random Drug Testing Procedure in effect non later than ninety (90) days from the issuance of this Award. The parties shall meet to establish an agreed upon procedure. We shall retain jurisdiction to hold hearings promptly, if necessary, to resolve any disputes with regard to that Procedure. No drug test may take place until the procedure is established.

CONCUR James E. Baker DISSENT _____
CONCUR Paul Gross DISSENT _____

11. SICK LEAVE

All employees hired on or after December 31, 1996, shall receive the following number of paid days of sick leave per year:
During their first year of employment - fifteen (15) sick days;
During their second year of employment - seventeen (17) sick days;
During their third year of employment - twenty (20) sick days;
Thereafter - twenty six (26) sick days per year.

CONCUR James E. Baker DISSENT Paul Gross
CONCUR _____ DISSENT _____

Nov. 29, 1995
Date

James E. Baker
James E. Baker
District Panel Member

On 29 this day of November 1995, before me personally came and appeared JAMES E. BAKER, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Robert J. Weisse

NOTARY PUBLIC

11/29/95
Date

Paul Gros
Paul Gros,
Association Panel Member

On this day of November 1995, before me personally came and appeared PAUL GROS, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

GAIL P. CINELLI
Notary Public, State of New York
No. 30-4691118
Qualified in Nassau County
Commission Expires August 31, 1997

Gail P. Cinelli
NOTARY PUBLIC

10/29/95
Date

Martin F. Scheinman
Martin F. Scheinman, Esq.,
Neutral Panel Member

On 29 this day of November 1995, before me personally came and appeared MARTIN F. SCHEINMAN, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Gail P. Cinelli
NOTARY PUBLIC

GAIL P. CINELLI
Notary Public, State of New York
No. 30-4691118
Qualified in Nassau County
Commission Expires August 31, 1997

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X
In the Matter of the Interest Arbitration
between

PORT WASHINGTON POLICE DISTRICT
"District"

-and-

PORT WASHINGTON POLICE BENEVOLENT
ASSOCIATION, INC. "Association"
-----X

Case No. M94-302
IA 95-002

MINORITY OPINION

JAMES E. BAKER,
District Panel Member

As the public employer representative on the tripartite interest arbitration panel in the above captioned case, I find it inconceivable that the majority of the panel could reach the conclusion it has relative to the level of wage and other benefit increases granted for police officers employed by the Port Washington Police District. Therefore, I hereby dissent from those portions of the Award.

DISCUSSION

The Chair appropriately outlined the relevant statutory criteria for the arbitration panel to follow at the beginning of his "Opinion" (See, Award, p. 36). However, in adhering to said statutory criteria it has been previously decreed that, "the panel must specify in their final determination what weight was given to each finding and why." Buffalo Police v. City of Buffalo, 82 Ad2d 635, 638 (4th Dept. 1981); Hollinbeck v. Village of Oswego, 25 PERB §7540 (NY Sup. - Tioga County 1992); City of Batavia v. Pratt, 19 PERB §7510 (NY Sup. - Genesee County 1986).

Recognizing that there is no requirement that the panel specify in quantitative terms the weight afforded each and every finding, enough was said within the opinion regarding wages for this dissenter to conclude that the scale was tipped in the wage category favoring comparability standings over the financial ability to pay criteria.

There is no doubt that the balancing of the statutory criteria is a delicate and even tedious task undertaken so that the panel may arrive at a "just and reasonable determination of the matters in dispute." Section 209.4(c)(v), Civil Service Law. However, in this instant case, it is the feeling of this minority panel member that not enough weight was afforded the District's ability to pay argument when the decision regarding wage increases was formulated.

Entirely too much emphasis was placed in the Opinion on Association Exhibit No. C (10), and the relative salary standing of the Port Washington Police comparative to both the Nassau County police and other municipal police districts within Nassau County. This panel member submits had the Port Washington Police dropped a few notches on salary pole of comparability, in an effort to allow Port Washington taxpayers to catch their collective breaths, no party to this agreement would have been seriously disadvantaged. It is also felt that the Chair, while sensitive to the needs of all parties concerned, overstated the prospect of "low morale" for Port Washington Police Officers and its impact on the District had not this generous award been forthcoming.

The most compelling evidence submitted to the panel was District Exhibit No. 7 "TAX RATES." While no criticism on my part will be raised over the Chair's recognition and overall cognizance of this District exhibit (i.e. showing a 36% increase in Police District taxes from 1990-1995), it is noted that the eventual award regarding wages did not adequately provide the necessary tax relief sought by the District at a time when such relief is the order of the day.

The Chair began his discussion on financial ability to pay by clearly stating:

".....we agree with the District that its citizens are not benefited by a salary increase which the District cannot afford and which results in reductions in other needed services. Therefore, logically the District's proposal which is lower than the Association's, is preferred when evaluating the economic interest and welfare of the public." (emphasis added)(See, Award, p.42).

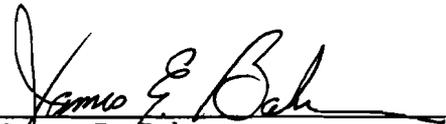
The minority submits herein that the Chair should have built upon this stated logic further thus arriving eventually at a much more reasonable and realistic salary award for the Port Washington Police.

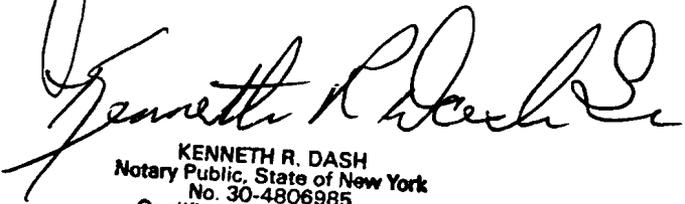
While the Chair was mindful enough to provide a delay and split in each year of the Agreement in an effort to provide some cost savings to the District at a time when the taxpayers of Port Washington are demanding tax relief from each and every taxing authority, this award, and its resultant wage increases falls far short of more appropriately responding to the taxpayer's hue and cry.

CONCLUSION

The award of the Interest Arbitration Panel was overly generous and somewhat imprudent with respect to wages and other costly benefits. The panel failed to properly weigh in the District's ability to pay argument in arriving at the excessive salary and benefit increases it so granted.

Mineola, New York
November 20, 1995


James E. Baker
District Panel Member


KENNETH R. DASH
Notary Public, State of New York
No. 30-4806985
Qualified in Nassau County
Commission Expires March 30, 1996
November 30

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----x

In the Matter of the Interest
Arbitration between

PORT WASHINGTON POLICE DISTRICT

"District"

- and -

PORT WASHINGTON POLICE BENEVOLENT
ASSOCIATION, INC.

"Association"

CONCURRING AND DISSENTING
OPINION OF ASSOCIATION
PANEL MEMBER PAUL GROS

Case No. M94-302
IA 95-002

-----x

As the public employee representative on the Arbitration Panel selected to resolve the contractual impasse for 1995-1996 for employees of the PORT WASHINGTON POLICE DISTRICT, I feel constrained to offer this concurring opinion to the award reached by the Panel. Due to the position taken by the PORT WASHINGTON POLICE DISTRICT, there were many provisions in the Award which on behalf of our Association, I found to be inadequate. However, as a result of the basic content of the Award, the position taken by the District, and the improvements attained, as well as the alternatives presented to me by the Panel, I concurred with the majority of the Panel's findings.

DISCUSSION

During the hearings, the PBA successfully presented its position and standing in the police community of Nassau County, the stature of the Port Washington community, the needs and pressures of law enforcement in the Port Washington area, and the multiple problems that the members of the certified bargaining unit of police officers within the Port Washington Police District have had with the administration of the Police Department, and the elected Board of Commissioners. Although I concurred with the wage, shift differential, and longevity, uniform and maintenance allowance, and welfare fund increases, I was constrained to do so because of the alternative presented by my fellow Panel members. Specifically, the Port Washington Police District was intransigent on no wage increases over the life of the agreement and steadfastly opposed every other PBA proposal which would have increased a police officer's benefits so as to be comparable to those officers who we work side-by-side with, not only in the Town of North Hempstead, but the County of Nassau as well. Although the evidence justified greater increases, the award still leaves PBA members below standard on longevity, welfare fund benefits, and the actual dollars that will be earned during the term of the new agreement. This is the basis for our disappointment.

The Chairman of the Panel emphasized the District's position on a wage freeze in 1995, coupled with increases in 1996 based on PBA concessions. His decision was based on the tax

increases that District residents have been subjected to, claiming that our members will receive a salary in excess of 19 comparable Nassau County communities which far exceeded the salary of New York City Police Officers (the Panel rejected a New York City comparison and used jurisdictions in Nassau County as the appropriate barometer for comparability). Although the wage award is a suitable compromise, the withholding of retroactive payments for six months of the first year and split raises in the second year, leave a Port Washington Police Department member receiving the lowest dollar increase in Nassau County over the corresponding time period.

The Chairman of the Panel emphasizes the District's argument that "it is not flush with money" and that the residents of the District have sustained dramatic increases in their District tax rate over a period of time. I respectfully submit that those increases have never been passed on to the members of the Department. The PBA offered a compelling case of the District's mismanagement, poor planning, making increases in taxes in the years when the PBA contract expired, while reducing them in other significant election years. This political posturing unnecessarily punishes the PBA.

What disappoints our organization the most which was not answered in this proceeding, specifically that the District persistently refuses to bargain in good faith with the PBA. Its record of anti-union animus, unreasonable bargaining, forcing the

Association to go to arbitration for every contract and stonewalling the negotiations to delay the implementation of richly deserved benefits was not sufficiently addressed. I fear that this award will encourage the District to "roll the dice" once again to shortchange our members.

The District sorely needs delivery of the message that the operation of a professional police department, manned by professional officers, requires a professionalism at the highest level, which is evidently lacking in the hierarchy of the Port Washington Police District. Recognizing police industry trends, comparability of benefits in other departments, and treating its members fairly seems to be a right which the PBA still has not achieved and no dissentive to the District has been delivered which will warrant a change in the next round of negotiations.

I must emphasize that the members of the Association recognize the tax increases which Port residents have sustained, not only with their own District expenses, but in school taxes and general government taxes as well. However, our members are also members of the community who face these same burdens and the only way that we can address our needs is by receiving adequate compensation for our services. This award creates a void and deficiency in meeting our family needs over the life of the agreement.

As indicated, having no other alternative but to concur with the Chairman of the Panel, it is still necessary to voice our disappointment with the dollars which will be earned in 1995 and 1996.

DATED: Mineola, New York
November 28, 1995



PAUL GROS
ASSOCIATION PANEL MEMBER

mca\portwash\opinion.lpw