

96-64

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X  
In the Matter of the Interest Arbitration  
between  
CITY OF LONG BEACH  
"City"  
-and-  
PATROLMEN'S BENEVOLENT ASSOCIATION  
OF THE CITY OF LONG BEACH, INC.  
"Association"  
-----X

X  
X Re: IA95-008;  
M94-419  
X  
X  
X NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED  
X APR 07 1997  
X CONCILIATION

APPEARANCES

For the City

CORPORATION COUNSEL  
Judith A. Peters, Esq., Assistant Corporation Counsel

For the Association

CERTILMAN, BALIN, ADLER & HYMAN  
Michael C. Axelrod, Esq., of Counsel

BEFORE: PUBLIC ARBITRATION PANEL

- Edwin L. Eaton, City Panel Member
- Richard Bart, Association Panel Member
- Martin F. Scheinman, Esq., Neutral Panel Member

## BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on June 30, 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, Philip Maier was appointed to mediate the parties' bargaining dispute. Mediation proved unable to resolve all of the parties' outstanding issues, whereupon in May 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 November 9, 1995, February 7, 1996 and February 29, 1996. 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 our receipt of same, the record was declared closed. Thereafter,

the Panel met in Executive Session. Mr. Scheinman drafted the Opinion and Award herein. He solely is responsible for its contents.

## POSITIONS OF THE PARTIES

The Association has proposed a three (3) year Agreement for the period July 1, 1994 through June 30, 1997.

The Association notes that the City is 2.1 square miles and has a median family income of \$61,885 (Association Exhibit No. 5). It contends that the City's usual population is thirty two thousand (32,000). However, the Association claims that during the summer the City's population may swell to one hundred thousand (100,000) because the City has one of the best beaches on Long Island.

The City's Police Department is comprised of seventy nine (79) sworn members under the direction of a Police Commissioner. The Union contends that the City's Police Department is a full service department providing patrol services, a detective unit and other special divisions.

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

The Association has proposed a four and three-quarter percent

(4-3/4%) across-the-board wage increase in base annual salaries effective on July 1, 1994, a five percent (5%) across-the-board wage increase in base annual salaries effective on July 1, 1995 and a five and one-quarter percent (5-1/4%) across-the-board wage increase in base annual salaries effective on July 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 wages paid to the City's Police Officers compare unfavorably to the wages paid to police officers in comparable communities (Association Exhibit No. 26, 27, 28 and 29). It contends that in terms of wages, the City's Police Officers are losing ground to police officers in comparable communities. The Association claims that as recently as 1990, the City's Police Officers were among the highest paid police officers in comparable communities (Association Exhibit No. 26). It asserts that the City's Police Officers are now among the lowest paid officers in comparable communities (Association Exhibit No. 26).

The Association maintains that comparatively speaking, the salaries paid to the City's Police Officers ranked seventeenth (17th) out of twenty (20) comparable communities and that the City's Police Officers fell even further behind their counterparts

in terms of salary in 1994. It submits the following data in support of those assertions.

<u>DEPARTMENT</u>	<u>1993</u>	<u>1994</u>	<u>1995</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%
Great Neck 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		
Lynbrook	\$56,736	\$59,515	\$62,788	5.50%
Malverne	\$55,633	\$57,858	\$60,462	4.50%
Old Brookville	\$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%
<b>Average</b>				<b>5.36%</b>

(Association Exhibit No. 28)

The Association further maintains that in 1993 the salary paid to the City's Police Officers was \$2,560 below the average salary of \$54,842 paid to police officers in comparable communities in 1993 (Association Exhibit No. 28). It contends that in 1994 the salary paid to the City's Police Officers was \$1,800 below the average salary of \$57,439 paid to police officers in comparable communities in 1994 (Association Exhibit No. 28). The Association asserts that the average salary of \$60,183 paid to police officers in comparable communities in 1995, leaves the City's Police Officers even further behind (Association Exhibit No. 28). It

insists that this comparable wage data demonstrates the reasonableness of the Association's wage proposal. Therefore, the Association argues that its wage proposal ought to be awarded.

The Association also contends that its wage proposal is supported by the average percentage wage increase granted to police officers in comparable jurisdictions in 1995. It maintains that the average percentage wage increase granted to police officers in comparable jurisdictions in 1995 was 5.36% (Association Exhibit No. 28). The Association points out that it has requested a percentage wage increase in each year of the Agreement below the average percentage wage increase granted to police officers in comparable jurisdictions in 1995. Thus, it insists that this comparison also demonstrates the reasonableness of the Association's wage proposal.

The Association alleges that the bargaining history between the parties' demonstrates that they have always used the contract between Nassau County and the Nassau County PBA as a barometer when considering wages and other benefits. It contends that in 1982, a City Police Officer earned \$29,200 per year and that a Nassau County police officer earned \$27,400 per year (Association Exhibit No. 26). The Association claims that this status was enjoyed through the 1980's and the 1990's. For example, it asserts that in 1991, City Police Officers were one hundred and fifty dollars (\$150.00) ahead of Nassau County police officers in terms of annual salary. The Association alleges that recent contracts have left City Police Officers behind Nassau County police officers in terms of annual salary. It submits that as of January 1, 1995, a City

Police Officer earned over five thousand dollars (\$5000) less than a Nassau County police officer. The Association argues that there is no justification for this disparity. Therefore, it insists that the Association's wage proposal is reasonable and ought to be awarded.

The Association maintains that other recent agreements between police officers and comparable jurisdictions demonstrates the reasonableness of the Association's wage proposal. It contends that the Nassau County SOA received wage increases similar to those received by the Nassau County PBA (Association Exhibit Nos. 13, 14 and 15). The Association insists that its wage increase proposal also is supported by the wage increases recently received by the officers in Kings Point, Sands Point and Port Washington and are similar to those awarded to Suffolk County Police, Suffolk County Detectives and Suffolk County Superior Officers (Association Exhibit Nos. 16, 17, 18, 19, 20 and 21).

The Association maintains that apart from wages, the terms and conditions of employment of the City's Police Officers compare unfavorably to the terms and conditions of employment of police officers in comparable jurisdictions. It contends that the City's Police Officers received no fringe benefit increases in the parties' most recent Agreement. As a result, the Association claims that the City's Police Officers lag behind their counterparts in comparable jurisdictions in terms of night shift differential, longevity and uniform allowance. It argues that these differences in benefits also demonstrate the reasonableness

of the Association's wage proposal.

With regard to the working conditions and the work load of the City's Police Officers, the Association points out that its members have served an average of 12.9 years for the City (Association Exhibit No. 30). They are highly experienced. It maintains that the City's Police Department received more than twenty thousand (20,000) calls in 1991. The Association claims that the number of calls received by the Department has remained steady throughout 1993, 1994 and 1995. It contends that the City's crime rate per thousand in 1992-1993 was 33.9. The Association asserts that this is one of the highest crime rates in Nassau County. Thus, it argues that the City's Police Department is one of the busiest in Nassau County and that the City's Police Officers are among the hardest working officers on Long Island. Therefore, the Association insists that the conditions of employment for the City's Police Officers also support awarding the Association's wage proposal.

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 City to pay for the parties' proposals. It acknowledges that the City has a Baaa bond rating. However, the Association asserts that such a bond rating is not unusual for municipalities. It

contends that other than the bond rating, the City has offered no specific evidence which shows an inability to pay for the wage increase proposed by the Association.

The Association contends that the percentage of the City's budget spent for police services has remained fairly constant during the past five (5) years, equaling approximately five million dollars (\$5,000,000) of a thirty million dollar (\$30,000,000) budget in 1993 (Association Exhibit No. 32). It further asserts that there have been few police budget increases during the past several years, particularly between 1990 and 1994, as a result of wage freezes and modest wage increases. Thus, the Association argues that the City's budget for police services has been stable throughout the 1990's.

The Association also maintains that the City's ability to pay for the modest salary increases being requested by the Association, has been more than offset by the additional revenues generated by the City of Long Beach Court (Association Exhibit No. 32). It asserts that this increase in revenue is the result of increased police activity.

The Association points out that in fiscal year 1994-1995, only 16.9% of the City's debt limit was exhausted (Association Exhibit No. 34). It further notes that without raising taxes the City managed to decrease the amount of its debt limit exhausted in fiscal year 1995-1996 to 16% by reducing staff, self-insuring and privatizing certain services (Association Exhibit Nos. 31 and 35).

The Association also points out that in a prospectus to a

September 1, 1995 general obligation bond, the City indicated that the full valuation of its property, based upon assessed valuation, has remained fairly constant (Association Exhibit No. 35). Even more significant, according to the Association, is the fact that the percentage of the City's taxes which went uncollected decreased to the current level of 1.09% (Association Exhibit No. 35). In addition, the Association notes that the City's constitutional tax margin increased while its total tax levy remained fairly constant. Thus, it argues that the fact that the City is only at 38.9% of its constitutional tax margin, clearly demonstrates that the City has the ability to pay for the wage increase being sought by the Association.

The Association also maintains that the City's revenues have increased faster than its expenditures. It contends that the City's revenue were substantially greater than its expenditures in 1993, 1994, 1995 and 1996 (Association Exhibits Appendix A and Appendix A-1). Consequently, the Association claims that during this period the City has been able to reduce its overall debt (Association Exhibit No. 35).

Thus, the Association insists that the City's fiscal situation has dramatically improved since the parties' last Agreement. Therefore, it argues that pursuant to this statutory criteria, the Association's wage proposal is clearly the more reasonable and ought to be awarded.

The Association has proposed that upon the death of a Police Officer, the City provide major medical insurance at no cost to the

Officer's surviving spouse and dependent children under the plan on the day before the death. It contends that this proposal is supported by the relevant statutory criteria. Therefore, the Association argues that its major medical insurance proposal is reasonable and ought to be awarded.

The Association has proposed that the City be required to pay current employees and retirees who opt out of medical, dental or optical insurance provided by the City, one-half ( $\frac{1}{2}$ ) of the cost of the insurance as compensation for opting out of the program. It also has proposed that the City be required to permit employees and retirees to opt back into the City's insurance programs at any time. The Association contends that this proposal is supported by the relevant statutory criteria. Therefore, it argues that the Association's "buy-back" insurance proposal is reasonable and ought to be awarded.

The Association has proposed that its members be able to accumulate up to four hundred and seventy (470) paid sick days which would be payable at fifty percent (50%) upon retirement or termination of employment. It contends that this proposal is supported by the relevant statutory criteria. Therefore, the Association argues that its sick pay accumulation proposal is reasonable and ought to be awarded.

The Association has proposed that the City be required to maintain full and adequate liability insurance coverage in an amount no less than one million dollars (\$1,000,000) for all City Police Officers acting within the scope of their authority and in

the proper performance of their duties. It contends that this proposal is supported by the relevant statutory criteria. Therefore, the Association argues that its liability insurance proposal is reasonable and ought to be awarded.

The Association has proposed that the existing dental plan be improved to provide two thousand dollars (\$2,000) of coverage. It contends that this proposal is supported by the relevant statutory criteria. Therefore, the Association argues that its dental insurance proposal is reasonable and ought to be awarded.

The Association has proposed that the meal allowance paid to the City's Police Officer be increased to twelve dollars (\$12). It contends that this proposal is supported by the relevant statutory criteria. Therefore, the Association argues that its meal allowance proposal is reasonable and ought to be awarded.

The Association has proposed that longevity pay be increased for the City's Police Officers. Currently, the City's Police Officers receive six hundred and fifty dollars (\$650) per year after six (6) years of service, an additional five hundred dollars (\$500) per year after ten (10) years of service and an additional six hundred dollars (\$600) per year after fifteen (15) years of service. The Association has proposed that these longevity payments be increased to eight hundred and fifty dollars (\$850) per year after six (6) years of service, an additional nine hundred dollars (\$900) per year after ten (10) years of service and an additional twelve hundred dollars (\$1,200) per year after fifteen (15) years of service. It also has proposed that longevity

payments be increased by one hundred and fifty dollars (\$150) per year for each year of service after fifteen (15) years.

The Association maintains that virtually every comparable jurisdiction within Nassau County pays its Police Officers a longevity benefit superior to the longevity benefit paid by the City to its Police Officers (Association Exhibit No. 29). It contends that the Association is only seeking a longevity benefit similar to the longevity benefit paid by comparable jurisdictions. The Association argues that there is no reason why City Police Officers should receive less in longevity benefits than their counterparts in comparable jurisdictions. Therefore, it insists that its longevity benefit proposal is reasonable and ought to be awarded.

The Association has proposed that the clothing and uniform allowance paid to the City's Police Officers be increased to eight hundred and fifty dollars (\$850) during the first year of the Agreement and that the clothing and uniform allowance be increased by one hundred dollars (\$100) in each subsequent year of the Agreement. It contends that such an increase would make the clothing and uniform allowance paid to the City's Police Officers comparable to the clothing and uniform allowance paid to officers in comparable jurisdictions. The Association argues that there is no reason why its members should receive a clothing and uniform allowance less than the clothing and uniform allowance received by other police officers in Nassau County. Therefore, it insists that the Association's clothing and uniform allowance is reasonable and

ought to be awarded.

The Association has proposed that the cleaning and equipment allowance paid to the City's Police Officers be increased by seventy five dollars (\$75) during the first year of the Agreement, by an additional one hundred dollars (\$100) during the second year of the Agreement, and by an additional one hundred dollars (\$100) during the third year of the Agreement. It contends that the increases the Association is seeking would make the cleaning and equipment allowance paid to the City's Police Officers comparable to the cleaning and equipment allowance paid to officers in comparable jurisdictions. The Association argues that there is no reason why its members should receive a cleaning and equipment allowance less than the cleaning and equipment allowance received by other police officers in Nassau County. Therefore, it insists that the Association's cleaning and equipment allowance is reasonable and ought to be awarded.

The Association has proposed that the night shift differential paid to the City's Police Officers be increased by four hundred dollars (\$400) during the first year of the Agreement, by an additional four hundred and fifty dollars (\$450) during the second year of the Agreement, and by an additional five hundred dollars (\$500) during the third year of the Agreement. The Association maintains that virtually every comparable jurisdiction within Nassau County pays its Police Officers a night shift differential superior to the night shift differential paid by the City to its Police Officers (Association Exhibit No. 29). It contends that the

Association is only seeking a night shift differential similar to the night shift differential paid by comparable jurisdictions. The Association argues that there is no reason why City Police Officers should receive a smaller night shift differential than their counterparts in comparable jurisdictions. Therefore, it insists that the Association's night shift differential proposal is reasonable and ought to be awarded.

The Association has proposed that overtime, sick leave, personal leave, unused vacation, compensatory time, days off for blood donation, holiday pay and terminal entitlements be calculated based upon an annual schedule of two hundred and thirty two (232) work days rather than an annual schedule of two hundred and sixty one (261) work days. It contends that most comparable jurisdictions calculate these payments for their police officers on the basis an annual work schedule of two hundred and thirty two (232) days. The Association argues that there is no reason why its members should receive benefits based upon an annual work schedule less generous than the annual work schedule used by comparable jurisdictions to calculate these payments for their police officers. Therefore, it insists that the Association's hourly computation proposal is reasonable and ought to be awarded.

The Association has proposed that all City Police Officers who are currently working a rotating duty chart be allowed to work a straight tour assignment of four (4) days on and then four (4) days off. It also has proposed that this be implemented on a trial basis and that the Association be given the right to return to the

Association points out that the City's proposals relating to overtime allocation and overtime for marching in the Memorial Day Parade, were the subjects of grievances successfully litigated by the Association after the City unilaterally attempted to change these contractual entitlements. Therefore, it insists that the reductions in benefits proposed by the City 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 City, on the other hand, asserts that taking into consideration all of the relevant statutory criteria, its final offer is the more reasonable one.

The City has proposed a three (3) year Agreement for the period July 1, 1994 through June 30, 1997.

The City has proposed a four percent (4%) across-the-board wage increase in base annual salaries effective on July 1, 1994, a four and one-half percent (4-1/2%) across-the-board wage increase in base annual salaries effective on July 1, 1995 and a five percent (5%) across-the-board wage increase in base annual salaries effective on July 1, 1996. It maintains that its salary proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in the Taylor Law. The City argues that its salary proposal, if awarded, would allow the City 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 City maintains that its Police Department, while sharing a multitude of traits indigenous to all police departments, is a one-of-a-kind place of employment with different policing needs from other suburban communities. It contends that because the City is a beach community, its employees, including its Police Officers, receive benefits not received by employees in other communities. The City concedes that comparisons with other police departments are necessary and sanctioned by the Taylor Law. However, it argues that because of the unique nature of Long Beach, comparisons should also be made between the City's Police Officers and its other unionized employees.

The City maintains that the Association's presentation dwelled upon comparisons between the City's Police Department and the Nassau County and Suffolk County Police Departments. It contends that the Nassau County and Suffolk County Police Departments are much larger than the City's Police Department and patrol a much larger geographical area. The City also asserts that the Nassau County and Suffolk County Police Departments do not experience the seasonal ebb and flow in the number and types of crimes experienced by the City's Police Department. It insists that almost any other police department on Long Island has more in common with the City's Police Department than these two large County police departments.

The City maintains that smaller departments, such as the Freeport Police Department, are more comparable to the City's Police Department. It contends that the Freeport Police Department has approximately the same number of officers as the City's Police

Department. The City also asserts that the Freeport Police Department polices a similar south shore waterfront community. Thus, it argues that Freeport is more comparable to the City for statutory purposes than any of the other communities relied upon by the Association.

The City maintains that Freeport recently granted its police officers a thirteen and three-quarter percent (13-3/4%) wage increase over a three (3) year period (Association Exhibit No. 19). It contends that Sands Point, another comparable community relied upon by the Association, recently granted its police officers a thirteen and one-half percent (13-1/2%) wage increase over a three (3) year period (Association Exhibit No. 20). The City also claims that Lake Success is comparable to the City for statutory purposes. It alleges that Lake Success also recently granted its police officers a thirteen and one-half percent (13-1/2%) wage increase over a three (3) year period (City Exhibit No. 10). The City points out that it also is proposing a thirteen and one-half percent (13-1/2%) wage increase over a three (3) year period. Thus, the City insists that it is proposing a wage increase for its Police Officers equivalent to the wage increases granted to police officers in comparable communities. Therefore, it argues that the City's wage proposal is clearly reasonable and ought to be awarded.

The City maintains that the statutory criterion concerning comparisons with other public sector employees in comparable jurisdictions also supports the reasonableness of the City's wage proposal. The City contends that its firefighters recently agreed

to a four (4) year agreement with raises of three and one-half percent (3-1/2%) in the first year of the agreement, three and one-half percent (3-1/2%) in the second year of the agreement, four percent (4%) in the third year of the agreement and four percent (4%) in the fourth year of the agreement. It claims that the City's non-uniformed unionized employees recently agreed to a four (4) year agreement with raises of three percent (3%) in each year of the Agreement. The City asserts that its wage proposal far exceeds the increases found in these two public sector contracts. It further asserts that other recent public sector union contract wage settlements show wage increases similar to those being proposed by the City herein (City Exhibit Nos. 5 and 6). Thus, the City argues that on the basis of these comparisons, the Association's wage proposal is clearly excessive.

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

The City maintains that its wage proposal also is the most reasonable with respect to the statutory criteria concerning the interests and welfare of the public and the City's ability to pay for the parties' proposals. It concedes that its bond rating has improved somewhat since the parties negotiated the current Agreement. However, the City contends that according to the Moody's Municipal Credit Report for 1995, the City's "General Fund financial position remains weak" (City Exhibit No. 13). It asserts that the City must focus on eliminating its General Fund deficit.

The City notes that it has managed to reduce the size of its workforce, including its Police Department, through attrition and without the need for layoffs. The City insists that its wage proposal is a good faith effort to take the City's financial circumstances into account and to avoid having to layoff Police Officers in the future.

The City maintains that taxpayers in Long Beach, as elsewhere on Long Island, are exerting tremendous pressure on elected officials to hold the line on tax increases and encourage business activity (City Exhibit Nos. 2 and 4). It contends that the "1994 Long Island Summit Action Plan of Summit Tax and Government Structure Committee" cited the heavy tax burden on Long Island as the single factor most negatively affecting the ability of Long Islanders to maintain their quality of life (City Exhibit No. 2). The City asserts that the Committee's Report recommended controlling total compensation costs for public employees and eliminating or reducing taxes which are deterrents to business. It insists that the Association is not exempt from these recommendations. The City claims that a tax increase has already been proposed as part of the City's 1996-1997 budget. It submits that the City's residents and taxpayers can ill afford further tax increases to pay for the Association's wage proposal.

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

With regard to the statutory criterion concerning the terms of the collective agreements negotiated between the parties in the past, the City maintains that the City's Police Officers currently receive a generous overall compensation package. It contends that in fiscal year 1995-1996 the average City Police Officer cost the City \$88,979 per year in salary and benefits and that the average City Police Sergeant cost the City \$101,863 in salary and benefits. The City submits the following data in support of those assertions.

TO: Thomas Browne, Police Commissioner  
 FROM: Michael P. Barlotta, Jr., City Comptroller  
 SUBJECT: Police Salaries 1995-96 Fiscal Year  
 DATE: 2/27/96

As per your request, enclosed please find information regarding the average police officer salary for the 1995-96 fiscal year.

Base Salary & Longevity	\$58,868
Night Differential	2,100
Paid Holidays	3,531
Uniform Allowance	1,210
Social Security Taxes	4,635
Retirement Contribution	7,061
Health Insurance	<u>11,574</u>
	\$88,979

In addition, the 1995-96 cost for a police sergeant for the City of Long Beach is as follows:

Base Salary	\$64,772
Longevity	2,350
Night Differential	2,100
Paid Holidays	4,027
Uniform Allowance	1,175
Social Security Taxes	4,857
Retirement Contribution	11,008
Health Insurance	<u>11,574</u>
	\$101,863

(City Exhibit No. 16) In addition, the City asserts that in fiscal year 1994-1995, it paid its Police Officer \$443,989 in overtime compensation (City Exhibit No. 19). It insists that these figures demonstrate that the Association's demands are unreasonable. Therefore, the City argues that its wage proposal should be awarded.

The City acknowledges that collective bargaining between the City and the Association has been contentious through the years. However, it rejects any suggestion by the Association that the City's Police Officers are entitled to some type of special consideration as a result of these prior negotiations. The City maintains that prior agreements were reached without any understanding or promise that the City's Police Officers would "catch-up" during this round of negotiations. It asserts that the current Agreement gave the City's Police Officers reasonable increases during a fiscal crisis as well as job security for the life of the Agreement. The City argues that the present award should reflect what is reasonable under today's circumstances and not dwell upon the past.

Thus, the City argues that the statutory criterion concerning the collective agreements negotiated between the parties in the past demonstrates that the City's wage proposal is reasonable and ought to be awarded.

The City maintains that under the current Agreement it is possible for City Police Officers to earn as many as twelve (12) paid leave days per year for blood donation. It also contends that

there are no restrictions as to when these days off may be taken and that Officers routinely stockpile them until they are received as part of a termination package.

The City has proposed that the Agreement be amended to permit Police Officers to earn no more than four (4) paid leave days per year for blood donation. It also has proposed that Police Officers be required to use any time off earned through blood donation within one (1) year of accrual and that no Officer be compensated for unused blood donation time at termination.

The City maintains that its Police Officers currently are owed 23,403 hours in blood donation time at a cost to the City of \$648,263. It estimates that the annual cost to the City of the current blood donation benefit is \$54,375. The City contends that no other comparable community grants its police officers such a liberal blood donation benefit. It also claims that other unionized City employees do not receive such a generous blood donation benefit. The City argues that it cannot afford to be a leader in this benefit area. It insists that the City's blood donation proposal is fair and just and ought to be awarded.

The City has proposed that overtime be allocated to Police Officers on a fair and equitable basis. It maintains that awarding this proposal would result in needed savings for the City. More importantly, the City contends that its overtime allocation proposal, if awarded, would result in increased productivity. It further claims that the City's overtime allocation proposal, if awarded, would improve moral, especially among younger Officers.

Thus, the City argues that its overtime allocation proposal is reasonable and ought to be awarded.

The City maintains that currently its Police Officers are compensated for marching in the City's Memorial Day Parade. It points out that this compensation is a matter of past practice and is not part of the parties' written Agreement.

The City has proposed that compensation for Police Officers for marching in the Memorial Day Parade be eliminated. It points out that Police Officers are not required to march in the Memorial Day Parade. The City also contends that this benefit costs the City more than twenty eight thousand dollars (\$28,000) each year. It asserts that police officers in comparable jurisdictions do not receive any compensation for marching in parades. The City further asserts that no other unionized municipal employees in the City or in comparable communities receive compensation for marching in parades. Thus, the City argues that its Memorial Day Parade proposal is reasonable and ought to be awarded.

The City has proposed that a separate graded salary plan be adopted for newly hired Police Officers with a starting annual salary of \$23,347. It also has proposed that Officers hired under this salary scale for new employees achieve parity with current Police Officers at the beginning of their fifth year of employment with the Police Department. The City maintains that this proposal, if awarded, will result in needed savings for the City (City Exhibit No. 19). It also points out that its proposal will allow newly hired Police Officers to obtain parity with their more

experienced counterparts in a relatively short period of time. Thus, the City argues that its new hire salary scale proposal is reasonable and ought to be awarded.

The City agrees that during negotiations the parties agreed to the following: Disciplinary Procedures, Investigation, Sick Leave Bank/Extreme Hardship, Assignment Notification, Emergency Leave and Deletion of Existing Contract Language. It also asks that those agreed upon proposals should be made a part of the Award in this proceeding.

The City opposes the Association's proposal that upon the death of a Police Officer, the City provide major medical insurance at no cost to the surviving spouse and dependent children. It maintains that the cost of this proposal, while impossible to predict with specificity, could be very expensive. The City points out that if this proposal were awarded, the death of a young Officer could result in the City being obligated to provide medical coverage for surviving dependents for up to forty five (45) years or more at costs likely to exceed the current cost of eight thousand dollars (\$8,000) per year (City Exhibit No. 18). It contends that no comparable community provides such a generous benefit to its police officers. The City further notes that there is no evidence that any police department on Long Island, except for the Nassau County Police Department, provides its officers with a similar benefit. Thus, it argues that the Association's major medical insurance proposal is excessive and should not be awarded.

The City opposes the Association's proposal that the City be

required to pay current employees and retirees who opt out of medical, dental or optical insurance provided by the City, one-half (1/2) of the cost of the insurance as compensation for opting out of the program. It maintains that this Association proposal is a non-mandatory bargaining topic. The City also contends that this proposal seeks a benefit far in excess of any benefit provided to police officers in comparable communities or to other unionized City employees. Therefore, it argues that the Association's "buy back" insurance proposal is excessive and should not be awarded.

The City opposes the Association's sick pay accumulation proposal. It maintains that this proposal, if awarded, would result in a huge expenditure for the City (City Exhibit No. 17). The City argues that given the total compensation package currently received by the City's Police Officers, the Association's sick pay accumulation proposal cannot be justified. Therefore, it insists that the Association's sick pay accumulation proposal is excessive and should not be awarded.

The City opposes the Association's liability insurance proposal. It maintains that the City currently provides its Police Officers with adequate liability coverage through its self-insurance plan and that no evidence to the contrary has been presented by the Association. Thus, the City argues that the Association's liability insurance proposal is unreasonable and should not be awarded.

The City opposes the Association's dental insurance proposal. It maintains that the City currently provides its Police Officers

with adequate dental insurance. The City contends that raising dental coverage for City Police Officers to two thousand dollars (\$2,000) per year, as the Association has proposed, would increase the City's dental insurance premium by approximately ninety to ninety five percent (90% - 95%) (City Exhibit No. 18). It argues that given the total compensation package currently received by the City's Police Officers, the Association's dental insurance proposal cannot be justified. Therefore, it insists that the Association's dental insurance proposal is excessive and should not be awarded.

The City opposes the Association's meal allowance proposal. It again argues that given the total compensation package currently received by the City's Police Officers, the Association's meal allowance proposal is excessive and should not be awarded.

The City opposes the Association's longevity, clothing and uniform allowance, cleaning and equipment allowance and night differential proposals. It maintains that these proposals seek excessive increases in these benefit areas. The City contends that these proposals, if awarded, would cost the City hundreds of thousands of dollars (City Exhibit No. 17). It also contends that these proposals are not supported by comparisons to the benefits received by police officers in comparable jurisdictions (Association Exhibit Nos. 15, 19, 20 and 21; City Exhibit No. 10). The City further claims that these proposals are not supported by comparisons to the benefits received by the City's other unionized employees (City Exhibit No. 14). Therefore, it argues that the Association's longevity, clothing and uniform allowance, cleaning

and equipment allowance and night differential proposals are unreasonable and ought to be rejected or drastically reduced.

The City opposes the Association's overtime computation proposal. It maintains that the Association has improperly sought to expand the application of its overtime computation proposal to sick leave, personal leave, unused vacation, compensatory time, days off for blood donation, holiday pay and terminal entitlements as well as overtime. The City contends that comparable jurisdictions have refused to adopt a similar proposal for their police officers (Association Exhibit No. 21; City Exhibit No. 10). It further claims that those comparable jurisdictions which have adopted a similar proposal have agreed to a 232-day calculation only for overtime and not for holiday pay or terminal benefits. The City also asserts that the Association's overtime computation proposal, if awarded, would be very costly for the City. It argues that given the low inflation rate of approximately two and one-half percent (2-1/2%) for the past five (5) years, the Association's overtime computation proposal cannot be justified. Therefore, it insists that the Association's overtime computation proposal is unreasonable and should not be awarded.

The City "adamantly opposes" the Association's straight tour assignment proposal (City Brief at pg. 18). It maintains that the Association's straight tour proposal would require the City to hire an additional eleven (11) Police Officers and promote five (5) Police Officers to the rank of Sergeant in order to maintain the same level of manning. The City contends that this would cost it

an additional \$759,977 per year. It further maintains that the Association's straight tour proposal would result in the City's Police Officers working four thousand seven hundred and fifty (4,750) less hours per year. The City asserts that this would cost it an additional \$127,157.50 per year. It also claims that the Association's straight tour proposal would increase the City's costs for "court overtime", increase the cost of midnight tours, cause scheduling problems and require that the parties' Agreement to be renegotiated in almost every benefit area, such as night shift differential, overtime, sick leave, etc. Thus, the City insists that the problems which would be caused by awarding the Association's straight tour proposal are overwhelming. Therefore, it argues that the Association's straight tour proposal is unreasonable and should not be awarded.

In all, the City 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 three (3) year Agreement covering the period July 1, 1994 through June 30, 1997. The City also has proposed a three (3) year Agreement for an identical term. Since both the Association and the City have proposed a three (3) year Agreement, we have formulated this Award based upon a contract term of three (3) years.

In addition, a three (3) year Agreement makes good sense. First, an Award covering a three (3) 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 two (2) year Agreement would require negotiations between the parties to begin immediately for a successor agreement. This would be unduly burdensome on both the City and the Association. Thus, we concur with the parties' preference for a three (3) year Agreement.

We now turn to the remaining components of the parties' proposals. The Association has requested a four and three-quarter percent (4-3/4%) across-the-board wage increase in base annual salaries effective on July 1, 1994, a five percent (5%) across-the-board wage increase in base annual salaries effective on July 1, 1995 and a five and one-quarter percent (5-1/4%) across-the-board wage increase in base annual salaries effective on July 1, 1996. The City has proposed a four percent (4%) across-the-board wage increase in base annual salaries effective on July 1, 1994, a four and one-half percent (4-1/2%) across-the-board wage increase in base annual salaries effective on July 1, 1995 and a five percent (5%) across-the-board wage increase in base annual salaries effective on July 1, 1996.

We find both proposals to be unacceptable. Clearly, given the financial circumstances of the City, there can be no justification for a salary increase of four and three-quarter percent (4-3/4%)

effective July 1, 1994, of five percent (5%) effective July 1, 1995 and of five and one-quarter percent (5-1/4%) effective July 1, 1996. Under no circumstances can this level of increase be justified in light of the relevant statutory criteria.

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

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 City'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 Long Beach. There is a certain degree of overlap between the comparable communities relied upon by the Association and the City in their exhibits and their charts. Both parties have relied upon comparisons drawn between the City'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 has relied upon an inappropriate local Nassau County community as a comparable jurisdiction. Thus, we find that the local Nassau County communities relied upon by both the City 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 City's Police Officers and police officers employed by Nassau and Suffolk County. The City has argued that its Police Officers should not be compared to Nassau and Suffolk County police officers. We find the City's position in this regard unpersuasive. Nassau County and Suffolk County are composed of their local communities, many of which the parties have agreed are comparable to the City. While recognizing that Nassau County and Suffolk County are not identical in all respects to the City, we find that they clearly are 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 City. Thus, we find that the comparisons drawn by the Association between the City's Police Officers and police officers employed by Nassau County and Suffolk County, are relevant to this dispute.

The Association presented evidence that its wage proposal for 1995 was less than 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. 28). This evidence is relevant. However, it clearly is not determinative.

Of the wage increases relied upon by the Association, the largest was the 7.13% wage increase granted by the Nassau County Police Department (Association Exhibit No. 28). As noted above, although the Nassau County Police Department is comparable to the City's Police Department, it is not as comparable or as relevant as the other local communities relied upon by the Association. More than half of those local comparable communities granted their police officers percentage wage increases in 1995 less than the increase being sought by the Association in 1995 (Association Exhibit No. 28).

More importantly, the City relied upon evidence which showed that its Police Officers ranked ninth out of fourteen (14) comparable communities in terms of salary in 1993 (Association Exhibit No. 26). A four and three-quarter percent (4-3/4%) wage increase on July 1, 1994, as proposed by the Association, would increase the salary ranking of the City's Police Officers to eighth

(Association Exhibit No. 26). We find that the record does not support awarding the City's Police Officers a wage increase which would improve their salary ranking in this fashion. To the contrary, the evidence submitted by the parties demonstrates that a smaller increase would be sufficient to maintain the relative salary ranking of the City's Police Officers.

A four percent (4%) wage increase on July 1, 1994, as proposed by the City, would result in the salary ranking of the City's Police Officers remaining at ninth (Association Exhibit No. 26). However, it also would increase the gap between the salary paid by the City to its Police Officers and the average salary paid by thirteen (13) other comparable communities to their police officers.

The evidence submitted by the Association shows that in 1993 the average salary paid to Police Officers by Long Beach and (13) thirteen other comparable communities was \$54,714, or \$319 more than the \$54,395 salary paid by Long Beach to its Police Officers (Association Exhibit No. 26). A four percent (4%) wage increase on July 1, 1994, would increase that difference to \$393 ( $\$56,964 - \$56,571 = \$393$ ) (Association Exhibit No. 26). Nothing in the record supports such an increase in the gap between the salary paid by the City to its Police Officers and the average salary paid by thirteen (13) other comparable communities to their police officers.

A four and one-quarter percent (4-1/4%) wage increase on July 1, 1994, on the other hand, would maintain the salary ranking of

the City's Police Officers at ninth and close the gap between the salary paid by the City to its Police Officers and the average salary paid by thirteen (13) other comparable communities to their police officers from \$319 to \$257 ( $\$56,94 - 56,707 = \$257$ ) (Association Exhibit No. 26). 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 City that its citizens are not benefitted by a salary increase which the City cannot afford and which results in the layoff of Police Officers or reductions in other needed services. Therefore, logically, the City'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 alters the salary ranking of the City's Police Officers, does not serve the interests and welfare of the citizens of Long Beach. 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 City will unnecessarily 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 City concerning its financial ability to pay.

The City has made a compelling case that it is not flush with money. It also has established that its taxpayers, like other taxpayers on Long Island, are ill-equipped to absorb additional tax increases. Thus, given the current economic climate on Long Island and in the City, this statutory criterion requires that we not award the wage increases being sought by the Association. However, the City has not shown that it cannot afford to pay a wage increase higher than the four percent (4%) wage increase the City has proposed for 1994. 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.

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 City'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 City'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 City. Thus, we also find that this statutory criterion supports awarding a wage increase in between the increases proposed by the Association and the City.

The next statutory criterion requires a consideration of the terms of the collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security. In determining the appropriate wage increase to be awarded, we have taken these aspects of the parties'

prior collective agreements into account. They, too, support the wage increases awarded below.

After carefully considering the record evidence and the relevant statutory criteria, we have determined that the 1994 wage increase shall be a four and one-quarter percent (4-1/4%) across-the-board increase effective July 1, 1994, the 1995 wage increase shall be a four and one-half percent (4-1/2%) across-the-board increase effective July 1, 1995, and the 1996 wage increase shall be a five percent (5%) across-the-board increase effective July 1, 1996.

Thus, over the life of the Agreement we are awarding the City's Police Officers a thirteen and three-quarter percent (13-3/4%) rate increase in their salaries. This is a rate increase much closer to the total rate increase proposed by the City than the total rate increase proposed by Association. Indeed, it is only one-quarter percent (.25%) more than the total rate increase proposed by the City. In addition, it is identical to the total rate increase recently granted to the police officers in Freeport, a comparable community relied upon by both the City and the Association, and a community which the City argued was more comparable than any other to Long Beach. Moreover, the salary increases awarded herein also permit the City's Police Officers to maintain their relative salary ranking in comparison to their counterparts in both Freeport and other comparable communities (Association Exhibit No. 26).

Thus, the financial circumstances of the City and its

taxpayers have been taken into account and the wages of the City'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 that upon the death of a Police Officer, the City provide major medical insurance at no cost to the Officer's surviving spouse and dependent children under the plan on the day before the death. The concept behind this proposal has merit. One of the peculiarities of police work, which we are required to consider pursuant to statute, is the risk of being killed in the line of duty. This proposal addresses the gap in health insurance coverage the family of a police officer will face if that police officer is killed in the line of duty.

The proposal as drafted by the Association, however, is too broad. Moreover, it does not differentiate between officers who are killed in the line of duty and officers who die for other reasons while employed by the City. The proposal is also too vague and opened ended.

Thus, we shall award a contract provision which reads as follows:

If an officer dies in the line of duty, health insurance coverage shall continue to be provided for the spouse and children until death or remarriage of the spouse, and until a child reaches age 19 or, if in college, until 23. If an officer dies for any other reason while covered by the collective bargaining agreement (active officers only, not retired), health insurance coverage shall continue to be provided to the spouse and the children for three (3) years.

The Association has proposed that the City be required to pay current employees and retirees who opt out of medical, dental or optical insurance provided by the City, one-half ( $\frac{1}{2}$ ) of the cost of the insurance as compensation for opting out of the program. There is no persuasive support for this proposal in the record. Police officers in comparable communities do not have the benefit of such a provision. In addition, the City can ill afford to be a leader in this benefit area. Therefore, this proposal shall not be awarded.

Currently, Police Officers may accumulate up to four hundred (400) paid sick days and after ten (10) years of service be paid fifty percent (50%) of those days upon termination (Association Exhibit 6 at pg. 14). The Association has proposed that its members be able to accumulate up to four hundred and seventy (470) paid sick days which would be payable at fifty percent (50%) upon retirement or termination of employment. There is little persuasive support for this proposal in the record. The current benefit is not significantly less generous than the analogous benefit received by police officers in comparable communities. In addition, the City cannot afford to be a leader in this benefit area. Therefore, this proposal shall not be awarded.

The Association has proposed that the City be required to maintain full and adequate liability insurance coverage in an amount no less than one million dollars (\$1,000,000) for all City Police Officers acting within the scope of their authority and in the proper performance of their duties. The record, however, shows

that the City is already providing adequate liability coverage through a self-insurance plan. Thus, there is no need to impose the additional cost of this proposal on an already financially pressured City. Therefore, this proposal shall not be awarded.

The Association has proposed that the existing dental plan be improved to provide two thousand dollars (\$2,000) worth of coverage. There is no persuasive support for this proposal in the record. There is no evidence that the current benefit is less generous than the analogous benefit received by police officers in comparable communities. Given the City's financial circumstances, this benefit shall not be increased.

Currently, City Police Officers receive a meal allowance of seven dollars and fifty cents (\$7.50) (Association Exhibit 6 at pg. 26). The Association has proposed that the meal allowance paid to the City's Police Officer be increased to twelve dollars (\$12). There is no persuasive support for this proposal in the record. There is no evidence that the current meal allowance is less generous than the average meal allowance received by officers in comparable communities. Given the City's financial circumstances, this benefit shall not be improved.

Currently, the City's Police Officers receive longevity benefits of six hundred and fifty dollars (\$650) per year after six (6) years of service, an additional five hundred dollars (\$500) per year after ten (10) years of service and an additional six hundred dollars (\$600) per year after fifteen (15) years of service.

The Association has proposed that these longevity payments be

increased to eight hundred and fifty dollars (\$850) per year after six (6) years of service, an additional nine hundred dollars (\$900) per year after ten (10) years of service and an additional twelve hundred dollars (\$1,200) per year after fifteen (15) years of service. It also has proposed that longevity payments be increased by one hundred and fifty dollars (\$150) per year for each year of service after fifteen (15) years.

The record shows that numerous comparable jurisdictions within Nassau County pays their police officers a longevity benefit superior to the longevity benefit paid by the City to its Police Officers (Association Exhibit Nos. 20 and 29). Indeed, even Lake Success, a comparable community relied upon by the City and not by the Association, pays its officers longevity benefits well in excess of the longevity benefit paid by the City (City Exhibit No. 10).

However, in determining what improvement in this benefit area to award, if any, we must also consider the record evidence concerning the City's financial circumstances. That evidence clearly requires us to award less of an improvement than might otherwise be justified by the evidence of comparability. It also requires us to cushion the cost of whatever benefit improvement we award by spreading its impact over the life of the Agreement.

Thus, we shall award an improvement in longevity pay to the following levels:

Effective July 1, 1995, the City's Police Officers shall receive longevity benefits of seven dollars (\$700) per year after

six (6) years of service, an additional five hundred and fifty dollars (\$550) per year after ten (10) years of service, an additional six hundred and fifty dollars (\$650) per year after fifteen (15) years of service and an additional seventy five dollars (\$75) per year for each year of service after fifteen (15) years.

Effective July 1, 1996, the City's Police Officers shall receive longevity benefits of seven hundred and fifty dollars (\$750) per year after six (6) years of service, an additional six hundred dollars (\$600) per year after ten (10) years of service, an additional seven hundred dollars (\$700) per year after fifteen (15) years of service and an additional one hundred dollars (\$100) per year for each year of service after fifteen (15) years.

Currently, City's Police Officers receive five hundred and twenty five dollars (\$525) per year as a clothing and uniform allowance and Plainclothesmen and Detectives receive seven hundred and twenty five dollars (\$725) per year as a clothing and uniform allowance (Association Exhibit No. 6 at pg. 10). Police Department employees also receive six hundred and fifty dollars (\$650) per year as a cleaning and equipment allowance (Association Exhibit No. 6 at pg. 10).

The Association has proposed that the clothing and uniform allowance paid to the City's Police Officers be increased to eight hundred and fifty dollars (\$850) during the first year of the Agreement and that the clothing and uniform allowance be increased by one hundred dollars (\$100) in each subsequent year of the

Agreement. The Association also has proposed that the cleaning and equipment allowance paid to the City's Police Officers be increased by seventy five dollars (\$75) during the first year of the Agreement, by an additional one hundred dollars (\$100) during the second year of the Agreement, and by an additional one hundred dollars (\$100) during the third year of the Agreement.

The record evidence concerning comparability supports awarding an improvement in these related benefit areas. However, it does not support the magnitude of the improvement being sought by the Association. In addition, the City's financial circumstances restrict the degree of an improvement we may award.

Thus, we shall award that the clothing and uniform allowance be increased by seventy five dollars (\$75) effective July 1, 1995 and by seventy five dollars (\$75) effective July 1, 1996. We also shall award that the cleaning and equipment allowance be increased by seventy five dollars (\$75) effective July 1, 1995 and by seventy five dollars (\$75) effective July 1, 1996.

The Association has proposed that the night shift differential paid to the City's Police Officers be increased by four hundred dollars (\$400) during the first year of the Agreement, by an additional four hundred and fifty dollars (\$450) during the second year of the Agreement, and by an additional five hundred dollars (\$500) during the third year of the Agreement.

Currently, the City's Police Officers receive a night shift differential of twenty one hundred dollars (\$2,100) per year. The record demonstrates that there has been no change in this benefit

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 of an hourly rate of five dollars (\$5.00) per hour. Such a procedure is unsound. This method of calculation must be changed.

In addition, the evidence concerning comparability supports awarding the change in calculation proposed by the Association. However, the evidence also demonstrates that this re-calculation would be quite costly. Many of the City's Police Officers have accumulated a large amount of sick leave, vacation leave and other benefit entitlements. To simply re-calculate the dollar value of these accumulated leave days would impose far too great a cost upon the City.

Thus, in line with the conclusion that the current method of calculation must be changed, coupled with the financial impact on the City, we find that all paid leave time accumulated by the City's Police Officers on or after July 1, 1994, shall be valued and paid to the Officers based upon a two hundred and thirty two (232) day duty chart. All paid leave time accumulated by the City's Police Officers before July 1, 1994, shall be valued and paid to the Officers based upon a two hundred and sixty one (261) day duty chart.

However, the evidence also demonstrates that as of July 1, 1994, many City Police Officers had accumulated the maximum amount of paid leave time they were permitted to accumulate. Pursuant to the City's first in - first out accrual procedure, these Officers

would normally be granted pre-July 1, 1994 accumulated leave time when drawing on the leave entitlements accumulated in their leave entitlement banks. Thus, even if these Officers earned additional paid leave time after July 1, 1994, they would not be granted leave entitlements based upon a two hundred and thirty two (232) day duty chart until the leave entitlements they had accumulated prior to July 1, 1994 had been exhausted. This is clearly unfair. It penalizes Officers who did not use, for example, all of the vacation and sick days to which they were entitled prior to July 1, 1994, and who accumulated the maximum amount of leave days they were entitled to accumulate.

In order to address this inequity, we shall allow any Officer who has accumulated the maximum amount of paid leave time Officers are entitled to accumulate in any category (e.g., vacation leave, sick leave) to replace any paid leave time earned prior to July 1, 1994 with paid leave time earned on or after July 1, 1994.

The Association has proposed that all City Police Officers who are currently working a rotating duty chart be allowed to work a straight tour assignment of four (4) days on and then four (4) days off. It also has proposed that this be implemented on a trial basis and that the Association be given the right to return to the existing rotating duty chart at the expiration of the Agreement. As part of this proposal, the Association has requested that the night shift differential be calculated at ten percent (10%) of the hourly rate.

The evidence and arguments present by the City demonstrate

that the implementation of this proposal would entail costs and other problems which we are not convinced the parties have adequately considered. Thus, we shall remand the Association's proposal to a joint Association - City Committee which shall develop a non-binding recommendation for inclusion in the parties' next Agreement.

Currently, City Police Officers may earn two (2) paid leave days for each blood donation up to a maximum of twelve (12) paid leave days per year. The record shows that there are no restrictions as to when these days off may be taken and that Officers routinely stockpile them until they are received as part of a termination package.

The City has proposed that the Agreement be amended to permit Police Officers to earn no more than four (4) paid leave days per year for blood donation. It also has proposed that Police Officers be required to use any time off earned through blood donation within one (1) year of accrual and that no Officer be compensated for unused blood donation time at termination.

The record evidence establishes that the City requires some relief in this benefit area. However, it does not support the scope of relief requested by the City. Moreover, there is no evidence supporting the City's request that Officers be required to use any time off earned through blood donation within one (1) year of accrual and that no Officer be compensated for unused blood donation time at termination.

Thus, it shall be part of our Award that effective January 1,

1997, City Police Officers may earn two (2) paid leave days for each blood donation up to a maximum of ten (10) paid leave days per year.

The City has proposed that overtime be allocated to Police Officers on a fair and equitable basis. There is little persuasive support for this proposal in the record. It is not supported by evidence of comparability. Nor is there any evidence that it will improve the City's financial circumstances. Therefore, the City's overtime proposal shall not be awarded.

The City has proposed that the past practice of compensating City Police Officers for marching in the Memorial Day Parade be eliminated. The evidence demonstrates that Police Officers are not required to march in the Memorial Day Parade. It also shows that police officers in comparable jurisdictions are not compensated for marching in parades. The evidence further demonstrates that other City employees are not compensated for marching in parades. Finally, the evidence establishes that this benefit imposes substantial costs on the City. Given the City's financial circumstances, we find that the City cannot afford to be a leader in this benefit area. Thus, the City's Memorial Day Parade proposal is clearly reasonable and shall be awarded.

The City has proposed that a separate graded salary plan be adopted for newly hired Police Officers with a starting annual salary of \$23,347. It also has proposed that Officers hired under this salary scale for new employees achieve parity with current Police Officers at the beginning of their fifth year of employment

with the Police Department.

The record evidence demonstrates that given the improvements in wages and benefits awarded herein, the City is in need of the financial savings which would be generated by adopting a lower salary for newly hired Police Officers. However, the evidence does not establish that the City requires the amount of relief which would be produced by awarding its new hire proposal. Thus, more limited relief shall be awarded. Therefore, Police Officers hired by the City after the date of this Award shall be paid a starting salary of \$23,347. After graduating from the Police Academy, these newly hired Police Officers shall be placed at Step 1 of the parties' salary structure.

The parties have both argued that during negotiations they agreed upon the following provisions:

#### **DISCIPLINARY PROCEDURES**

Effective upon the date of this Award, in any instance wherein the Police Department and/or the City of Long Beach conduct an internal investigation within the department, the employee under investigation shall have the right to have present during the period of interrogation, a duly designated representative of the Association and/or attorney. The employee shall be given a reasonable opportunity to notify such duly designated representative(s), but the period of interrogation shall not be delayed for an unreasonable time because such delay designated representative is unable to be present. This duly designated representative(s) shall have the right to confer with and advise the employee during said interrogation and/or investigation.

#### **INVESTIGATION**

Effective upon the date of this Award, if an employee is investigated by an appointee or member of this department or by the City of Long Beach, he shall be notified at the completion of the investigation in

since 1990. The record evidence concerning comparability supports awarding an increase in the night shift differential paid to the City's Police Officers. However, it does not support the magnitude of the improvement being sought by the Association. In addition, the City's financial circumstances restrict the degree of an improvement we may award.

Thus, we shall award that effective July 1, 1996, the night shift differential paid to the City's Police Officers shall be increased to twenty seven hundred dollars (\$2700) per year.

The Association has proposed that overtime, sick leave, personal leave, unused vacation, compensatory time, days off for blood donation, holiday pay and terminal entitlements be calculated based upon an annual schedule of two hundred and thirty two (232) work days rather than an annual schedule of two hundred and sixty one (261) work days.

The evidence demonstrates that the City's Police Officers work a two hundred and thirty two (232) day duty chart but are paid overtime and other benefit entitlements based upon a two hundred and sixty one (261) day duty chart. This disparity significantly reduces the value of the overtime, sick leave, personal leave, unused vacation, compensatory time, blood donation pay, holiday pay and terminal entitlements paid to the City's Police Officers.

This variation is significant. Moreover, it does not make sense. The City should not be able to calculate overtime and other benefit entitlements based upon a wage rate which bears no relationship to the reality of what a City Police Officer earns

writing as to the results thereof.

#### **SICK LEAVE BANK/EXTREME HARDSHIP**

Effective upon the date of this Award, members may volunteer to waive accumulated time either by, but not limited to, vacation, sick, etc., to provide leave benefits to another member who may be deemed to be an extreme hardship situation by the discretion of the Commissioner. The waiver shall be at the sole discretion of the member or members.

#### **ASSIGNMENT NOTIFICATION**

Effective upon the date of this Award, the department through any designated officer of official capacity or his designee, shall notify each employee of his return assignment before he leaves for vacation. His return assignment may be altered in the event of a declared emergency or in the event of departmental necessity, in which event the department will use reasonable efforts to notify the employee of such change in assignment.

#### **EMERGENCY LEAVE**

Effective upon the date of this Award, an employee shall be granted five (5) working days leave of absence with full pay per occurrence in the case of an emergency that shall include, but not be limited to the birth of a child, the hospitalization of a member's immediate family, etc. Such leave shall be subject to the Commissioner's discretion and shall not be subject to grievance under the arbitration procedure. (Amends Section 13(j)(1).)

#### **DELETION OF EXISTING CONTRACT LANGUAGE**

Effective upon the date of this Award, Section 21(a), p.27: delete "the current levels of health insurance deductibles shall be doubled." Section 3(c), p. 2-3: delete entire subsection, except for the last sentence.

The parties have requested that these provisions be made a part of the Award. Therefore, they shall be incorporated into the Award.

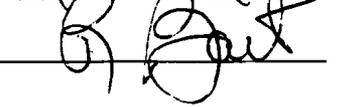
In summary, we have carefully considered all of the relevant statutory criteria, as well as the type of standards normally evaluated in interest arbitrations of this kind, in reaching the findings above. In our view, they balance the rights of the members of the bargaining unit to fair improvements in 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 July 1, 1994 to June 30, 1997.

CONCUR   
CONCUR 

DISSENT \_\_\_\_\_

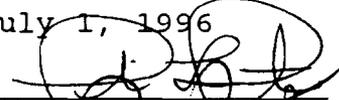
DISSENT \_\_\_\_\_

**2. WAGES**

July 1, 1994 4.25% across-the-board wage increase

July 1, 1995 4.50% across-the-board wage increase

July 1, 1996 5.00% across-the-board wage increase

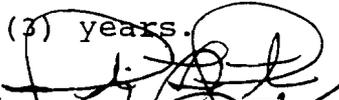
CONCUR   
CONCUR 

DISSENT \_\_\_\_\_

DISSENT \_\_\_\_\_

**3. HEALTH FOR SURVIVING SPOUSES AND DEPENDENTS**

If an officer dies in the line of duty, health insurance coverage shall continue to be provided for the spouse and children until death or remarriage of the spouse, and until a child reaches age 19 or, if in college, until 25. If an officer dies for any other reason while covered by the collective bargaining agreement (active officers only, not retired), health insurance coverage shall continue to be provided to the spouse and the children for three (3) years.

CONCUR   
CONCUR 

DISSENT \_\_\_\_\_

DISSENT \_\_\_\_\_

**4. LONGEVITY**

Effective July 1, 1995, the City's Police Officers shall receive longevity benefits of seven dollars (\$700) per year after six (6) years of service, an additional five hundred and fifty dollars (\$550) per year after ten (10) years of service, an additional six hundred and fifty dollars (\$650) per year after fifteen (15) years of service and an additional seventy five dollars (\$75) per year for each year of service after fifteen (15) years.

Effective July 1, 1996, the City's Police Officers shall receive longevity benefits of seven hundred and fifty dollars (\$750) per year after six (6) years of service, an additional six hundred dollars (\$600) per year after ten (10) years of service, an additional seven hundred dollars (\$700) per year after fifteen (15) years of service and an additional one hundred dollars (\$100) per year for each year of service after fifteen (15) years.

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**5. CLOTHING AND UNIFORM ALLOWANCE**

The clothing and uniform allowance be increased by seventy five dollars (\$75) effective July 1, 1995 and by seventy five dollars (\$75) effective July 1, 1996.

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**6. CLEANING AND EQUIPMENT ALLOWANCE**

The cleaning and equipment allowance be increased by seventy five dollars (\$75) effective July 1, 1995 and by seventy five dollars (\$75) effective July 1, 1996.

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**7. NIGHT DIFFERENTIAL**

Effective July 1, 1996, the night shift differential shall be increased to twenty seven hundred dollars (\$2,700) per year.

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**8. OVERTIME AND PAID LEAVE COMPUTATIONS**

Effective upon the date of this Award, all overtime shall be calculated and paid to Police Officers based upon a two hundred and thirty two (232) day duty chart. All paid leave time accumulated by Police Officers on or after July 1, 1994, shall be valued and paid to Officers based upon a two hundred and thirty two (232) day duty chart. All paid leave time accumulated by Police Officers before July 1, 1994, shall be valued and paid to Officers based upon a two hundred and sixty one (261) day duty chart.

Paid leave time earned in a category prior to July 1, 1994 shall be replaced with paid leave time earned in that category on or after July 1, 1994, if an Officer has accumulated the maximum amount of paid leave time Officers are entitled to accumulate in

that category (e.g., vacation leave, sick leave).

CONCUR *[Signature]*

DISSENT *[Signature]*

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**9. STRAIGHT TOUR ASSIGNMENT**

The parties shall establish a joint Association - City Committee to develop a non-binding recommendation concerning straight tour assignments for inclusion in the parties' next Agreement.

CONCUR *[Signature]*

DISSENT \_\_\_\_\_

CONCUR *[Signature]*

DISSENT \_\_\_\_\_

**10. BLOOD DONATION**

Effective January 1, 1997, Police Officers may earn two (2) paid leave days for each blood donation up to a maximum of ten (10) paid leave days per year.

CONCUR *[Signature]*

DISSENT *[Signature]*

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**11. COMPENSATION FOR MARCHING IN THE MEMORIAL DAY PARADE**

Effective January 1, 1997, Police Officers shall receive no compensation for marching in the City's Memorial Day Parade.

CONCUR *[Signature]*

DISSENT *[Signature]*

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**12. SALARY SCALE FOR NEW HIRES**

Effective upon the date of this Award, Police Officers hired by the City shall be paid a starting salary of \$23,347. After graduating from the Police Academy, these newly hired Police Officers shall be placed at Step 1 of the parties' salary structure.

CONCUR [Signature]

DISSENT [Signature]

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

The following issues have been agreed to by the parties and are incorporated into this Award:

**13. DISCIPLINARY PROCEDURES**

Effective upon the date of this Award, in any instance wherein the Police Department and/or the City of Long Beach conduct an internal investigation within the department, the employee under investigation shall have the right to have present during the period of interrogation, a duly designated representative of the Association and/or attorney. The employee shall be given a reasonable opportunity to notify such duly designated representative(s), but the period of interrogation shall not be delayed for an unreasonable time because such delay designated representative is unable to be present. This duly designated representative(s) shall have the right to confer with and advise the employee during said interrogation and/or investigation.

CONCUR [Signature]  
CONCUR [Signature]

DISSENT \_\_\_\_\_

DISSENT \_\_\_\_\_

**14. INVESTIGATION**

Effective upon the date of this Award, if an employee is investigated by an appointee or member of this department or by the City of Long Beach, he shall be notified at the completion of the investigation in writing as to the results thereof.

CONCUR   
CONCUR 

DISSENT \_\_\_\_\_

DISSENT \_\_\_\_\_

**15. SICK LEAVE BANK/EXTREME HARDSHIP**

Effective upon the date of this Award, members may volunteer to waive accumulated time either by, but not limited to, vacation, sick, etc., to provide leave benefits to another member who may be deemed to be an extreme hardship situation by the discretion of the Commissioner. The waiver shall be at the sole discretion of the member or members.

CONCUR   
CONCUR 

DISSENT \_\_\_\_\_

DISSENT \_\_\_\_\_

**16. ASSIGNMENT NOTIFICATION**

Effective upon the date of this Award, the department through any designated officer of official capacity or his designee, shall notify each employee of his return assignment before he leaves for vacation. His return assignment may be altered in the event of a declared emergency or in the event of departmental necessity, in which event the department will use reasonable efforts to notify the employee of such change in assignment.

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**17. EMERGENCY LEAVE**

Effective upon the date of this Award, an employee shall be granted five (5) working days leave of absence with full pay per occurrence in the case of an emergency that shall include, but not be limited to the birth of a child, the hospitalization of a member's immediate family, etc. Such leave shall be subject to the Commissioner's discretion and shall not be subject to grievance under the arbitration procedure. (Amends Section 13(j)(1).)

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**18. DELETION OF EXISTING CONTRACT LANGUAGE**

Effective upon the date of this Award, Section 21(a), p.27: delete "the current levels of health insurance deductibles shall be doubled." Section 3(c), p. 2-3: delete entire subsection, except for the last sentence.

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

CONCUR \_\_\_\_\_

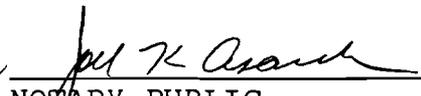
DISSENT \_\_\_\_\_

10/28/96  
Date

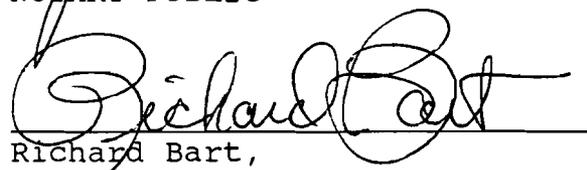
  
Edwin L. Eaton,  
City Panel Member

On 28<sup>th</sup> this day of October 1996, before me personally came and appeared EDWIN L. EATON, 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.

JOEL K. ASARCH  
Notary Public, State of New York  
No. 30-4686486  
Qualified in Nassau County  
Commission Expires August 31, 1997

  
NOTARY PUBLIC

11/01/96  
Date

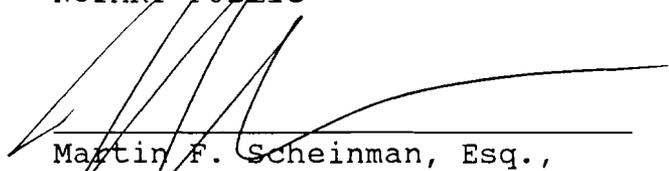
  
Richard Bart,  
Association Panel Member

On 1<sup>st</sup> this day of ~~October~~ <sup>November</sup> 1996, before me personally came and appeared RICHARD BART, 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.

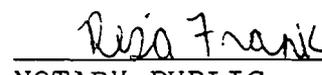
MICHAEL C. AXELROD  
Notary Public, State of New York  
No. 30-4712246  
Qualified in Nassau County  
Commission Expires March 30, 1997

  
NOTARY PUBLIC

11/4/96  
Date

  
Martin F. Scheinman, Esq.,  
Neutral Panel Member

On 4<sup>th</sup> this day of ~~October~~ <sup>November</sup> 1996, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., 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.

  
NOTARY PUBLIC

RISA FRANK  
NOTARY PUBLIC, State of New York  
No. 01FR5044075  
Qualified in Suffolk County  
Commission Expires ~~July 22, 1997~~