

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest :  
Arbitration :

- Between - :

VILLAGE OF MALVERNE, :  
"village" :

- and - :

MALVERNE POLICE BENEVOLENT :  
ASSOCIATION, :  
"PBA" :

Case Nos.  
IA-96-022;  
M96-055

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

AUG 01 1997

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CONCILIATION

APPEARANCES

For the Village

RAINS & POGREBIN, P.C.  
James Clark, Esq., Attorney  
Helen Frankie Herman, Clerk-Treasurer

For the PBA

Michael Axelrod, Esq., Attorney  
Dan Baker, Esq., Attorney  
Paul Rychalsky, Executive Board Member  
Wade Engel, Executive Board Member

BEFORE: Howard C. Edelman, Esq., Public Panel Member  
Craig R. Benson, Esq., Public Employer  
Panel Member  
Robert Rullan, Employee Organization Panel Member

## BACKGROUND

The parties are signatories to a labor Agreement which expired on May 31, 1996. Negotiations for a successor Agreement proved unfruitful, as were mediation efforts. Consequently, the undersigned Panel was constituted to impose terms and conditions of employment for a period beginning on June 1, 1996.

Hearings were held before the Panel on January 21, 1997, March 19, 1997 and March 24, 1997, wherein the parties waived their right to have the proceedings transcribed. At the hearings, each party was afforded full and fair opportunity to call witnesses, present documentary evidence and cross-examine witnesses called by the other side. In addition, the parties agreed to vest in the Panel the authority to issue findings for a period in excess of the maximum two year duration, as provided for under the Civil Service Law (PBA Exhibit 1).

Subsequent to the hearings, the Panel met in Executive session on June 11, 1997, whereupon the record was closed. This Opinion and Award follows.

POSITIONS OF THE PARTIES<sup>1</sup>

A. PBA

1. Wages

The PBA seeks wage increases of 5.5 percent annually for each year of the successor Agreement. In its view, numerous factors justify awarding these raises.

First, the PBA submits, Malverne has been traditionally compared to other Nassau County villages as well as to the County police force. (See for example PBA Exhibits 15, 16, 20, 21). It sees no reason why the same comparisons should not be made in the current dispute.

Such comparisons justify the increases sought, the PBA avers. It notes the following data in this regard:

MUNICIPALITY <sup>2</sup>	DURATION	WAGE INCREASE
Freeport	1996-97	4.0%
	1997-98	2.5%
		2.5% (mid year)
	1998-99	2.5%
		2.5% (mid year)

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<sup>1</sup>In the interests of expediting these findings, parties' positions are summarized.

<sup>2</sup>The County of Nassau and its PBA are in Interest Arbitration for approximately the same period.

Sands Point	1996-97	4.5%
	1997-98	4.5%
Lynbrook	1996-97	2%
		2% (mid year)
	1997-98	4.25%
	1998-99	4.5%
	1999-00	4.75%
Port Washington	April 1, 1997	4.5%
	January 1, 1998	2.5%
	July 1, 1998	2.0%
	January 1, 1999	2.5%
	July 1, 1999	2.0%
Rockville Centre	January 1, 1997	2.0%
	July 1, 1997	2.0%
	January 1, 1998	2.0%
	July 1, 1998	2.5%
	January 1, 1999	4.5%
	January 1, 2000	5.25%
	January 1, 2001	5.25%

Old Brookville	1996-97	4.5%
	1997-98	4.5%
	1998-99	4.5%

These settlements, whether voluntary or via Interest Arbitration Awards, demonstrate a pattern of increases which cannot be ignored, the PBA submits. Hence, it urges, they are persuasive and compelling evidence that equal or greater increases should be granted here.

The PBA acknowledges its 5.5% proposal exceeds the averages, as indicated above. However, it contends, wages are currently low. For example, it points out, even a 5.5% increase added to the 1995-96 rate of \$60,462<sup>3</sup> would yield \$63,787 and would place Malverne below the contiguous communities of Lynbrook and Rockville Centre.

Finally, as to wages, the PBA acknowledges the Village's claim that it is in dire fiscal straits. However, it points out, Long Beach, a community which complained of similar economic distress, received an Interest Arbitration Award which granted raises averaging over 4.5% annually.

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<sup>3</sup>The rate is for a top step Police Officer.

For these reasons, the PBA maintains that its wage proposals are fair and reasonable. Consequently, it asks the Panel to grant them as proposed.

**2. Longevity**

The PBA seeks \$300 increases at each longevity step for each year of the Agreement. It contends that currently Malverne Police Officers rank very low when compared to their counterparts elsewhere, as follows:

**LONGEVITY**

	<u><b>20 Years</b></u>	
Kings Point	3750	
Great Neck Est.	3700	(1995)
Nassau County	3700	(1995)
Glen Cove	3700	
Old Westbury	3700	
Suffolk	3000	
Sands Point	2900	
Freeport	2750	
Lake Success	2625	
Floral Park	2330	
<b>Malverne</b>	<b>2325</b>	
Port Washington	2150	
Garden City	2125	
Old Brookville	2000	(1995)

Kensington	2000
Lynbrook	1900
Rockville Centre	1800
Hempstead	1750

(PBA Exhibit 35)

Consequently, it insists, its proposal in this regard would increase longevity pay to comparable levels of other Police Officers employed by or in Nassau County.

### **3. Overtime and Daily Rate of Pay**

The PBA insists that a gross inequity exists with respect to calculating overtime and daily rates of pay. It notes that currently these rates are calculated on the basis of a 261 day work year. Yet, Officers work far fewer days, the PBA points out.

Moreover, it stresses, the 232 calculation, which it seeks, is common throughout the County. It maintains that the vast majority of municipalities utilize this calculation. It sees no reason why Malverne should not do so and it asks the Panel to so find.

### **4. Holiday Pay**

The PBA suggests that a number of Police Departments grant Martin Luther King and Easter as holidays. Therefore, it asks that Malverne also deem these days as paid holidays.

## **5. Insurance**

The PBA asserts that the job of a Police Officer is a dangerous one. Police Officers may be called upon to place their lives in jeopardy in the service of the public, it suggests. Hence, it urges, a modest yet justified benefit to a deceased officer's family would be to require the Village to pay the health insurance premium for the spouse and minor children of any Officer who dies in the line of duty.

## **6. Departmental Charges**

The PBA submits that binding arbitration pursuant to the rules of a neutral agency should be the final stage when disciplinary charges are brought against officers. In its view, this requirement is only fair and removes any taint from the current procedure in which the Village selects the Hearing Officer who submits a recommendation to it. Therefore, it asks that this proposal be awarded by the Panel.

## **B. Village**

### **1. Wages**

The Village makes no specific wage proposal. However, it asserts, it should not be obligated to pay any increase for 1996-97 and a "modest" increase thereafter. In support of this position, it cites numerous factors.

First, the Village asserts that Police Officer wages are already high. According to the Village, of seventeen villages in Nassau County, Malverne ranked seventh in top grade Police Officer wages (Village Exhibit 17). Thus, it urges, wage rates for Malverne are already above the median and should not be raised any further.

In addition, the Village argues that it is in dire economic straits. It suggests its tax rate is the highest of all Nassau County villages who have their own police departments (Village Exhibit 2), exceeding the average tax rate for these municipalities by almost 100 percent.

Also, the Village stresses, its undesignated fund balance has declined precipitously in the past few years and, as of May 31, 1996, was \$123,000. Furthermore, it stresses, due to numerous tax certiorari proceedings, it has a declining tax base with few commercial or industrial properties. Therefore, the Village argues, homeowners of modest means must shoulder the burden of any wage increases granted Police Officers.

Given these factors, the Village alleges that any wage package must include no raise for 1996-97 and below "going rate" increases for any years thereafter.

Furthermore, with respect to wages, the Village asks that increments between starting salaries and first grade

patrolmen be equalized. In its view, such equalization is only fair and will not result in any permanent loss of wages. Finally, with respect to wages, the Village asks for a reduction in the Sergeant differential to \$5,000.

## **2. Longevity**

The Village seeks a reduced longevity schedule for new hires, as follows:

After 6 years -	\$ 300
After 10 years -	\$ 500
After 15 years -	\$1,000

It suggests that longevity costs are exceedingly high and that a reasonable way to reduce them is to reduce the costs only for those not yet in its employ. Therefore, it asks the Panel to award this proposal.

## **3. Overtime**

The Village contends that Police Department overtime costs are astronomical for a municipality of its size. In order to bring those costs into line, it proposes limiting overtime payments to those required by law and eliminating overtime worked while on vacation.

## **4. Holidays**

The Village seeks a reduction to ten in the number of holidays granted Police Officers. It also asks that

any officer who works on a holiday receive a maximum of twice the regular pay, regardless of the circumstances.

**5. Sick Leave**

The Village seeks a number of changes in this area. It asks that those out on line of duty injury leave receive only statutory benefits and that payment for unused sick leave be capped at 100 days at the rate in effect when earned.

**6. New Hire Benefits**

The Village maintains that benefits for bargaining unit members are high. It also alleges that certain benefits have been reduced for new hires in other Police Departments.

Given these factors, the Village argues that Personal Days for new hires should be reduced to 24 hours and that Vacation days for new hires should be reduced to 80 hours after one year of service and 120 hours after five years of service.

**7. Other Benefits**

The Village contends that numerous other benefits and conditions of employment in the Agreement are excessive or unwarranted. Consequently, it asks that the following provisions be eliminated:

<b>Article</b>	<b>Item</b>
7.2 (a)	Tour Changes
7.3	Meal Allowance
7.5	Disciplinary Proceedings
7.6	Physical Examination
20.0	Meal Period (eliminate one 45 minute meal break per tour)
33.	Continuation of Benefits

#### **8. Grievance Procedure**

The Village asks that the Grievance Procedure be amended to provide for the American Arbitration Association, and not the Public Employment Relations Board, as the final step.

#### **9. Medical Insurance**

The Village strongly believes that Police Officers should pay a portion of their medical insurance premiums. It notes that newly hired Library employees, who make far less than Police Officers, recently agreed to assume twenty percent of these costs after the third year of employment (Village Exhibit 16). It sees no reason why Police Officers should not do the same.

## DISCUSSION AND FINDINGS

Section 209 of the Civil Service Law ("Taylor Law") sets forth the parameters which an Interest Arbitrator must utilize in deciding terms and conditions of employment. These criteria are as follows:

a. comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

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

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

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

Civil Service Law Sec. 209(4) (c) (v).

With these criteria in mind, the Panel turns to the specifics of issues before us.

## **1. Duration of Award**

As noted earlier, the parties have given the Panel the authority to fashion an Award which exceeds the two year maximum period set forth in the Taylor Law. In our judgment, that period should be three years. At this writing, the 1996-97 fiscal year has already ended. To impose terms and conditions of employment for two years would mean, in effect, that negotiations would begin shortly after the parties' receipt of these findings. Such a result does not encourage labor relations stability. Instead, it fosters tensions which are avoidable.

On the other hand, a four year term establishes conditions of employment far into the future. Any prognostications regarding the fourth year would be speculative and, while the parties are free to enter into a long term agreement on their own, it would be presumptuous for this Panel to impose terms and conditions of employment for so lengthy a period. Consequently, we find, the time period covered by this Opinion and Award should be from June 1, 1996 to May 31, 1999.

## **2. Wages**

Obviously, this issue is the most important of all those before us. Of all the PBA's proposals, it has the

greatest impact upon the Village's fiscal condition. It is obviously of great significance to the Police Officers of Malverne.

What is the relevant universe for arriving at a fair wage package for three years? This issue has been previously litigated by the parties. Arbitration Awards have been rendered on three occasions in the past in this Village. All have directly or indirectly considered the areas to which Malverne should be compared. In his Award of July 1979, Interest Arbitrator and Panel Chairman George Nicolau observed:

In this regard, it should be noted that all policemen in Nassau County, whether they are hired by the County or a particular town or village, take the same civil service examination. They also must meet the same qualifying requirements and they receive the same training, which is given at the County's Police Headquarters. As a consequence, the County PBA contract has been used as a general benchmark throughout the entire area. It should also be noted that Village police forces are optional with each village. Those villages which do not maintain their own forces are policed by the County. Those which decide to discontinue their forces, as some have, are similarly policed by the County, with the discontinued forces absorbed.

(PBA Exhibit 17, p.3)

Also, there can be no doubt that comparison to other Nassau County Villages is appropriate. While certain

data may vary, such as size of departments and relative wealth of the jurisdiction (expressed either in terms of real property value or median income of residents), all Villages cited by the parties are suburban in character and have opted to have their own police forces. Thus, the Panel concludes, relevant comparisons involve Police Officers employed by the County of Nassau and local villages, in accordance with criterion 209(4) (c) (v) (a) of the Taylor Law.

What do such comparisons reveal? There is no doubt the Malverne Police Officers are relatively well paid. As Village Exhibit 17 indicates, wages here exceed the median for the jurisdictions cited above. For 1995-96, top step Police Officers in Malverne were paid \$60,462 as compared with a median figure of \$59,909. Also, the Malverne rate was approximately \$740 higher than the County's. By all objective measures, then, Malverne wages, though not astronomical, compared very favorably to those in comparable jurisdictions.

On the other hand, Malverne's financial condition, as reflected in various Village exhibits, is very poor. While many jurisdictions face a declining tax base, none has the dubious distinction of having a tax rate close to Malverne's. Of sixteen Nassau County Villages with their

own Police Departments, Malverne's tax rate of \$299 per \$1,000 of assessed valuation is by far the highest, exceeding second place Glen Cove by \$79 and the County median by \$139. Clearly, Malverne's tax rate and, consequently, tax burden upon homeowners, is exceedingly high.

It is true that these figures are based upon assessed valuation and not full valuation. It is also true that assessments may vary depending upon the age of the properties and that full valuation would give a fairer picture of the relative position of Malverne's tax rate. However, there can be no doubt that the huge disparity between Malverne's tax rate and the rate of other Nassau County municipalities cannot be explained simply by different assessment practices.

Also, the future fiscal condition of the Village suggests decreasing available fund balances for subsequent years. As Village Exhibit 12 indicates, \$650,000 in 1993-94 was allocated to the subsequent budget, presumably to keep the tax increase down. For 1996-97 the corresponding figure is \$235,000.

Increases awarded the PBA bargaining unit must take into account these factors. The Panel cannot ignore the fact that wage increases accorded Police Officers must

have some impact upon the Village's fiscal condition. We also cannot ignore the fact that the Village is in genuine fiscal distress with a tax rate which far exceeds the norm.

The Panel notes the PBA's claim that we should award the "going rate" under any circumstances. Were Malverne in a more stable economic condition, this argument would have greater viability. However, due to the uniqueness of the economic straits in which the Village finds itself, the Panel concludes that no increase should be granted for 1996-97.

On the other hand, the Panel does not believe that increases for 1997-98 and 1998-99 should fall below raises granted elsewhere. The lack of an increase for 1996-97 is a sufficient "giveback" so as to help remediate the Village's fiscal plight, as indicated above. To further disadvantage hard working Police Officers who are obviously dedicated to public service would be grossly unfair.

Also, granting lower than "going rate" raises for 1997-98 and 1998-99 would send the wrong message, we find. That is, it would indicate that the services of Malverne Police Officers are valued less highly than their counterparts in other County jurisdictions. It

would tend to reduce Officer morale and might even restrict efforts to hire qualified new Officers. Such results are to be avoided, if at all possible.

Given these factors, the Panel finds that wages should be increased by 4.5 percent for 1997-98 and 1998-99. This figure is consistent with recent settlements reached in nearby communities (e.g., Lynbrook, Rockville Centre and Freeport). It is true that the Lynbrook settlement is 4.25 percent for 1997-98. However, Freeport's increase is 5.0 percent annualized, though half of that raise is to be implemented in mid-year. Thus, the Panel is convinced, 4.5 percent represents the mid-point of raises granted in comparable communities. Accordingly, and for these reasons, the Panel awards the following increases:

Effective June 1, 1997 - 4.5 percent

Effective June 1, 1998 - 4.5 percent

Finally, with respect to base wages, the Panel notes the Village's proposal to equalize increments. It is true that this demand, if granted, would allow Police Officers to achieve top pay in the same number of years as currently exists. However, it would also result in a substantial reduction of income as Police Officers progress through the steps of the salary schedule. Given

this factor and the wage freeze for 1996-97, we find that the proposal of the Village's is not warranted.

On the other hand, the Village has demonstrated a reasonable need to achieve some cost savings with respect to new hires. While proposals for reductions in vacation, personal leave, etc. are also rejected,<sup>4</sup> the Panel finds that some cost savings is justified with respect to new hires.

Article 4.1(c) of the expired Agreement provides that:

New employees shall be paid at the rate of \$20,800 per year during their basic police training. They shall be paid at the rate of \$26,800 per year for the remainder of their first year of employment.

The Village anticipates that it will be hiring new Police Officers before May 31, 1999, the expiration date of this Award. Freezing the new hire rates as indicated in Article 4.1(c) will help achieve reasonable savings and will not be unduly burdensome upon new Officers since they will move to Step 2 at the beginning of their second year of employment. Thus, the Panel directs that the Academy and new hire rates, as reflected in this provision, be frozen until May 31, 1999.

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<sup>4</sup>See additional discussion of this issue, below.

### **3. Longevity**

The PBA has made a compelling case for increases in this area. The median longevity stipend in the County for twenty years of service for 1996-97 is approximately \$2,600. The corresponding amount in Malverne is \$2,325, or \$275 below the median. Clearly, reasonable redress is due. While moving to the median would require increases totalling \$275, some consideration is also due to the likelihood that the County median will rise in 1997-98 and 1998-99.

Given these circumstances, the Panel makes the following findings with respect to longevity:

Effective June 1, 1996, longevity rates are to be increased by \$100 at the sixth, tenth and fifteen years of service to \$925, \$600 and \$600, respectively.

Effective June 1, 1997, longevity rates shall be increased to \$125 for each year of completed service from years sixteen (16) through twenty (20) and \$150 for each year of service thereafter up to a maximum of thirty-five (35) years.

These raises ensure that Malverne's longevity stipend will be at or near the County median until May 31, 1999. As such, these increases are fair and justified.

### **4. Overtime and Paid Leave Computation**

The Panel finds that the PBA's claim for a "232" calculation for overtime, sick leave payment, etc. is

justified. The record reveals that the following jurisdictions utilize the 232 calculation for these purposes:

Freeport	Sands Point
Nassau County	Glen Cove
Kings Point	Great Neck Estates
Laurel Hollow	Long Beach
Old Westbury	Old Brookville
Port Washington	Rockville Centre

(PBA Exhibit 35)

Significantly, Old Brookville, Rockville Centre and Long Beach achieved the 232 calculation in their latest settlements. Thus, there can be no doubt that the trend is toward the 232 calculation, not away from it. Indeed, were no improvement made in this area, Malverne, with Garden City, would remain at the highest level (261) which, of course, results in a lesser rate of pay than that found in all other comparable communities. Perpetuating such a situation would be clearly inequitable, especially in light of the major wage concession for 1996-97 granted the Village.

The Panel notes the Village's argument that implementing the PBA's proposal would be very costly. The Village pointed out that Police Officers currently have a total accumulation of 2,117 days and that, therefore, the revised calculation would result in an

increased cost of over \$61,000 (Village Exhibit 25). This argument has merit, the Panel finds. Accordingly, we shall direct the 232 calculation apply prospectively only. That is days accumulated prior to the implementation of the 232 calculation shall be calculated at the old, 261 rate.

In addition, the Panel concludes that the effective date for this proposal shall also be prospective. With respect to overtime, the 232 calculation shall commence on December 1, 1997. For all other purposes the new calculation shall be effective on June 1, 1998. In this way, the cost impact of the demand will be further lessened, thereby reducing the cost impact upon the Village, even though it constitutes a substantial benefit for Police Officers.

Finally, with respect to the 232 calculation, the Panel finds that future utilization of sick and other accrued leave by Police Officers shall be on a first in, first out basis. That is, paid leave time earned in a category prior to June 1, 1998 shall be replaced with paid leave time earned in that category on or after June 1, 1998, if an Officer has accumulated the maximum amount of paid leave time in that category. In this way Police Officers will have a further incentive to utilize, for

example, as little sick leave as possible, thereby reducing overtime costs and maximizing service to the Department. However, we note the existence of an anomaly in this regard. That is, Police Officers who have not reached their maximum accruals and who suffer catastrophic illnesses or non-job related injuries will have substantial number of old-rate days deducted from their accruals if they have few days accrued at the new rate. By contrast, those Officers who have many new rate days (post June 1, 1998) accrued will retain old rate days since new ones will be utilized first. To redress this problem we shall direct that where Officers who have not reached maximum accruals suffer non-job related injury or illness resulting in an absence of more than 26 consecutive days, equal deductions from their pre-June 1, 1998 and post-June 1, 1998 accruals shall be made. In this way the concept of first in/first out is maintained while those who suffer catastrophic illness or injury are not unduly harmed.

##### **5. Health Insurance**

The Village sought a contribution by employees toward health insurance premiums. The PBA asked for payment of premiums for spouses and dependents if an Officer dies in the line of duty.

As to the Village's proposal, the Panel notes that no other police jurisdiction cited by the parties provides for a payment of a portion of the health insurance premiums. This is true for both new hires and current employees. This data constitutes compelling evidence to reject the Village's proposal, we find.

The Village pointed out that its Library employees recently agreed to pay up to twenty percent of health insurance premiums. This is so. However, the weight accorded this factor is far outweighed by the statistics cited above. We find no reason why Malverne should be the first jurisdiction in this area to require Police Officers to pay a portion of health insurance premiums. Thus, this proposal of the Village's must be rejected, we conclude.

By contrast, the PBA's health insurance demand is eminently reasonable. It seeks only to protect the family of an Officer who dies in the line of duty. While its duration requires fair time limits, its cost implication to the Village will be reasonable, we trust.<sup>5</sup> Indeed, any cost implication is far outweighed by the equities involved. Thus, the Panel

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<sup>5</sup>Hopefully, this proposal will never have to be implemented.

shall direct that, should a Police Officer die in the line of duty, the Village shall pay the health insurance premium of his spouse for five years unless the spouse remarries prior thereto and the cost of dependent children's health insurance premium until the age of eighteen, subject to regulations of the State Insurance Department or other regulatory entities.

#### **6. Discipline Procedures**

The PBA sought binding arbitration under the auspices of the American Arbitration Association. The Village objected to this demand.

The Panel has reviewed this issue carefully. We are not convinced that the parties have discussed this proposal in sufficient detail so as to render an informed judgment as to whether and in what form it should be implemented. Consequently, we shall remand this issue for further negotiations. We shall retain jurisdiction should the parties fail to resolve the matter.

#### **7. New Hire Terms and Conditions of Employment**

The Village sought a number of wage and benefit reductions for new hires. These included reduced longevity, personal days and vacation days.

It is true that some jurisdictions have granted reductions in benefits for new hires. However, new hires

will be earning wages less than they would have had a raise been granted for 1996-97. Also, their first year wages are frozen at rates substantially below those accorded elsewhere. Under these circumstances, the Panel finds that no additional reduction in new hire benefits is warranted. Accordingly, the Village's proposals in this regard are rejected.

#### **8. Holidays**

Neither the Village nor the PBA has advanced compelling reasons for a reduction nor an increase in the number of Holidays, respectively. Consequently, all Holiday proposals of the parties are rejected.

#### **9. Overtime**

The Village advanced a number of proposals designed to reduce overtime costs. In support of these proposals it claimed that overtime was excessive, totalling almost \$360,000 for the 1996 fiscal year.

The Panel is sympathetic to the need to reduce overtime costs. However, we do not find that the Village's proposals should be adopted.

The parties acknowledge that additional hiring of Police Officers will likely take place in the near

future.<sup>6</sup> As such, the current complement of sixteen officers will be increased. Clearly, there will be less of a need for overtime with more Officers in the Department.

Also, the Village has not demonstrated that other communities have limited overtime payments as it seeks. Therefore, even where overtime costs may well be reasonable, overtime provisions are similar to the ones that currently exist in Malverne. Therefore, the Village has not demonstrated to the Panel's satisfaction a need to amend current overtime provisions. Consequently, its proposals in this regard are rejected.

#### **10. Sick Leave**

There is no evidence of probative value that Police Officers have abused their sick leave entitlements. Nor is there evidence that the current benefits are out of line with those granted elsewhere. Therefore, the Village's proposals in this area are not awarded, the Panel finds.

#### **11. Other Benefits**

The Village has not demonstrated to the Panel's satisfaction any compelling need for the adoption of

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<sup>6</sup>See testimony of Chief Raymond Garrigan that a current manpower shortage exists.

these proposals. Frankly, they fall under the maxim, "If it ain't broke, don't fix it." Therefore, all other Village proposals seeking reduction in benefits or other reductions in terms and conditions of employment are rejected.

In sum, our findings as set forth above reflect a proper consideration of the statutory criteria. They take into account the wages and benefits of similarly situated employees in comparable jurisdictions as well as the welfare of the public and the financial ability of the public employer to pay. They also reflect a proper balance between the needs of members of the bargaining unit and the obligations of the Village. Accordingly, these findings are to be implemented as indicated herein. It is so ordered.

**AWARD**

1. **Duration** - The duration of this Award shall be from June 1, 1996 to May 31, 1999.

2. **Wages** - Effective June 1, 1997 salaries listed in Article 4 shall be increased by 4.5 percent. Effective June 1, 1998, salaries shall be increased by an additional 4.5 percent.

Notwithstanding the increases indicated above, the amounts contained in Article 4.1(c) -\$20,800 and \$26,000- shall not be increased during the period June 1, 1996 through May 31, 1999.

3. **Longevity** - Effective June 1, 1996, longevity rates are to be increased by \$100 at the sixth, tenth and fifteen years of service to \$925, \$600 and \$600, respectively.

Effective June 1, 1997, longevity rates shall be increased to \$125 for each year of completed service from years sixteen (16) through twenty (20) and \$150 for each year of service thereafter up to a maximum of thirty-five (35) years.

4. **Overtime and Paid Leave Computations**

Effective December 1, 1997, 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 June 1, 1998, 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 June 1, 1998, 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 June 1, 1998 shall be replaced with paid leave time earned in that category on or after June 1, 1998, 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). Notwithstanding the above, any Officer who has not reached the maximum sick leave accrual and who suffers a non-job related illness or injury resulting in an absence of more than 26 consecutive days shall have equal deductions made from his/her pre-June 1, 1998 and post-June 1, 1998 accruals.

#### **5. Health Insurance**

Subject to relevant regulations, in the event a Police Officer dies in the line of duty, the Village shall pay the cost of his/her spouse's health insurance premiums for five years or until the spouse remarries, whichever is earlier and the cost of dependent children's health insurance premiums until they reach the age of eighteen.



Concur ✓

Dissent \_\_\_\_\_

  
\_\_\_\_\_  
ROBERT RULLAN,  
Employee Organization  
Panel Member

7-29-97  
Date

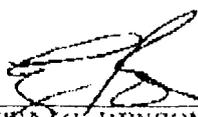
Sworn to before me *came* Robert RULLAN  
on July, 29<sup>th</sup> 1997.

Cathleen Fiorello  
Notary Public

CATHLEEN FIORELLO  
NOTARY PUBLIC, State of New York  
No. 90-481533G  
Qualified in Nassau County  
Commission Expires 12/31/98

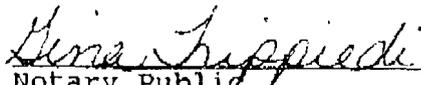
Concur ✓

Dissent. \_\_\_\_\_

  
\_\_\_\_\_  
CRAIG BENSON, ESQ.  
Public Employer Panel  
Member

7/29/97  
Date

Sworn to before me  
on July 29, 1997.

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

**GINA TRIPPIEDI**  
Notary Public, State of New York  
No. 01TP5608708  
Qualified in Nassau County  
Commission Expires March 1, 1999