



### BACKGROUND

The parties were signatories to a Collective Bargaining Agreement which expired on May 31, 2000. Negotiations and mediation efforts were unsuccessful in producing a successor Agreement. Consequently, the undersigned Panel was constituted to hear and decide the dispute pursuant to the interest arbitration procedures of Section 209 of the Civil Service Law of the State of New York ("Taylor Law"). Hearings were held before us on April 6, 2001; May 1, 2001; June 6, 2001; and July 2, 2001. Thereafter, the parties submitted written closing arguments. In addition, the Panel met in executive session on July 23, 2001.

By agreement of the parties, we issued our Award only on September 10, 2001. This re-issued Award and Opinion follows.

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

#### **PBA**

The PBA seeks annual increases in Police Officer wages of 4.75 per cent for three years. It acknowledges that base wages for Officers are relatively high, ranking second highest among Nassau County villages. However, it submits, increases of 4.75 per cent are justified because

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<sup>1</sup>To expedite these findings I have summarized the parties' positions.

overall compensation for members of the bargaining unit are not high. This results from low longevity stipends in Lynbrook and from payment of 17 days at straight time rather than overtime rates, the PBA suggests.<sup>2</sup> These factors, it insists, necessitate the percentage increases it seeks.

In addition, the PBA maintains that the Village can well afford wage improvements of 4.75 per cent for each of three years. It maintains that the Village has realized significant savings since approximately 1980 by virtue of implementing a 25 year retirement plan instead of a 20 year retirement plan in effect for virtually all other Police Officers in Nassau County and its subdivisions. Also, it suggests that the Village enjoys substantial surpluses and has not approached its constitutional tax limit. Therefore, the PBA urges, funding its wage proposals will not unduly burden taxpayers.

Finally, with respect to wages, 4.75 per cent increases are consistent with settlements or interest arbitration awards garnered elsewhere, as the PBA sees it. It points to Freeport, Rockville Centre and Old Brookville as supportive of this view, particularly in

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<sup>2</sup>Currently, most officers in Nassau County and its villages work a 232 day chart. In Lynbrook Police Officers work a total of 249 days, all at straight time. Also, the daily rate is calculated by dividing the annual base salary by 249.

those years where those PBA's did not receive improved retirement benefits. Consequently, the PBA asks that the Panel grant the wage increases it proposes.

The PBA maintains that the daily rate must be recalculated in accordance with its proposal. It points out that the great majority of Police Officers who work in Nassau County work a 232 day chart. As such, their daily rate for overtime and related purposes is calculated by dividing their annual salary by 232, it points out. However, the PBA notes, in Lynbrook the daily rate is calculated by dividing the annual base salary by 249, the total number of days actually worked. As the PBA sees it, this method is patently unfair. Hence, it asks that the daily rate be calculated here as in most other communities.

In this context, the PBA notes that Officers in their first six years of service work 17 additional days but are not paid for them. This inequity must be redressed, the PBA insists.

The PBA seeks substantial improvements in allowances provided for clothing and equipment. It asserts that the current stipends are between \$250 and \$300 less than the County median. Hence, it asks for sizable increases in these allotments.

The PBA contends that the current method of paying unused sick leave is woefully inadequate. It asserts

that most Officers who work in the County are entitled to 26 sick days per year and are paid for fifty per cent of their accrual upon retirement, with varying caps on the accrual. In Lynbrook, however, Officers are paid for no more than twelve sick days per year, the PBA notes. Thus, it insists, its members lag more than fifty per cent behind their counterparts elsewhere and require substantial improvements in the payment of unused sick leave upon retirement.

The PBA seeks numerous changes in the Section 207-C procedure. Chief among these is the right to have the Village's determination of General Municipal Law ("GML") 207-C eligibility reviewable by an Arbitrator. In the PBA's view, such a proposal is fair and ought to be granted.

For the foregoing reasons, the PBA maintains that its proposals are reasonable. Consequently, it asks that they be awarded as presented.

### **Village**

The Village maintains the raises sought by the PBA should not be awarded.<sup>3</sup> It asserts that claims of savings resulting from the 25 year retirement plan are illusory. This is so, it urges, because when the 25 year

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<sup>3</sup>The Village's brief presupposes that the PBA seeks improvements of 5.8 per cent each year, as contained in the PBA's petition. The PBA's brief asks for 4.75 per cent annual salary improvements.

plan was instituted, the PBA received raises of sixteen per cent over two years. As such, the Village argues, the PBA received substantial wage improvements which, over time, have placed Lynbrook on the top of the salary scale in the County. Thus, the Village insists, no "credit" should be given the PBA because the 25 year retirement plan is in effect.

Moreover, the Village maintains that Lynbrook's Police Officers are already highly compensated in comparison with other Police Departments in the County, ranking second among such communities for 1999. Indeed, it suggests, the gap between Lynbrook wages and those paid elsewhere has significantly increased, such that over the last four years (1996-1999), each Lynbrook Officer has earned \$10,851 above the average of other Nassau County jurisdictions.

Furthermore, while not disputing its ability to pay reasonable wage increases, the Village maintains that its financial condition is poor when compared to other full service villages. For example, it notes that only Hempstead of these communities utilizes more of its constitutional tax limit. Similarly, it alleges, it spends a higher percentage of its budget on police costs (excluding capital costs) than any other full service municipality.

For these reasons, the Village contends that the

Panel should award no increase in the first year of the award and a modest increase in the second year, commensurate with its economic situation.

The Village also asks that the current method for calculating the daily rate remain unchanged. It points out that Police Officers actually work 249 days per year. Hence, it insists, consistent with arguments by PBA's elsewhere, the 249 divisor should not be altered. In this context, the Village cites Interest Arbitration Awards in Old Brookville and Port Washington in which the Arbitrators endorsed the principle that the overtime rate paid to Officers should reflect the time they actually work.

The Village claims that a glaring anomaly exists with respect to the payment of accumulated sick leave. It points out that unlike other jurisdictions Lynbrook Officers who are seriously ill or injured off the job do not deplete their twelve day per year of sick leave allotment. Instead, it notes, they are simply out on unlimited sick leave. Thus, the Village insists, there is no incentive to come to work regularly even though there exists a one-for-one payout of up to twelve days for each year of service. To correct this inequity the Village asks that Officers out sick be required to utilize their sick leave bank. This proposal is fair to both sides, the Village asserts and, therefore, should be

awarded.

The Village asks that PBA Officers be limited to fifteen days of Association business per year. It points out that the current provision contains no limitation on the number of PBA days which the President or Vice-President may use. It notes that in 1999, the President took 70 days and in 2000 67 days. A number of these days were for reasons unrelated to his role in the PBA, the Village submits. Hence, it asks that this proposal be adopted.

In addition, the Village asks that an Academy rate of \$5,000 less than the starting rate be implemented. It also asks that Article IX(M) be modified to provide for a ten day return period.

#### **DISCUSSION AND FINDINGS**

Section 209 of the Civil Service Law ("Taylor Law") sets forth the parameters which an Interest Arbitration Panel must utilize in deciding terms and conditions of employment. These factors 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; (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 specific issues before us.

1. Term of Award

As indicated in our previously issued Award, the parties gave the Panel the authority to enter into an Award covering a three year period rather than the two years prescribed by the Taylor Law. The PBA did so via a letter from counsel dated July 30, 2001. The Village did so via a letter from counsel dated August 3, 2001. Moreover, a three year Award makes eminent good sense, especially since the prior Agreement expired May 30, 2000. Thus, and consistent with the authority invested in us, the Panel finds that the term of this Award shall be from June 1, 2000 through May 31, 2003.

2. Wages

There is no doubt that the base wages of Police

Officers in Lynbrook compare favorably with other communities in Nassau County [See Criterion (a), above]. Of some sixteen municipalities that have police forces within the County, Lynbrook's base wage ranks second for an Officer at the top step of the salary schedule. Clearly, this is a favorable position.

As to the Village's financial condition, we note that the Village does not contest its ability to pay reasonable wage increases. However, that does not mean that the Village is necessarily in robust condition when compared to other communities. As it pointed out in its post hearing submission, the tax burden upon its residents is substantial. Of so-called full service municipalities, only Freeport, Hempstead and Nassau County use a higher percentage of their debt limit than does Lynbrook. Village Exhibit 15. Similarly, of cited communities, Lynbrook's tax rate was higher than all municipalities except Hempstead for 1998 and 1999. Village Exhibit 20.

What do these statistics mean when deciding the raises which should be awarded Police Officers in Lynbrook? The data reveal the following increases:

	<b>Year 2000<sup>4</sup></b>	<b>Year 2001</b>	<b>Year 2002</b>	<b>Exhibit</b>
Nassau County	4.60%	-	-	PBA-8
Floral Park	5.00%	5.00%		PBA-9
Kings Point	4.50%	4.50%	4.50%	PBA-12
Malverne	2.50% June 1 2.50% Dec. 1	4.00%	2.50% June 1 2.50% Dec. 1	PBA-14
Sands Point	4.50%	-		PBA-10
Garden City	4.75%	4.75%		PBA-13
Lake Success	4.75%	5.25%		PBA-15
*Freeport	2.50%	3.50%	4.50%	PBA-16
*Rockville Ctr	5.25%	1.50%	3.00	
Glen Cove	2.50% Jan. 2.50% July	2.50% Jan. 2.50% July		PBA-21
Hempstead	2.50% June 2.50% Dec.	5.00%		
Old Westbury	5.25%	5.25%		
Old Brookville	4.75%	2.00	2.00	

These statistics demonstrate that the base rate increases, excluding Freeport for 2000 and 2001 and Rockville Centre for 2002<sup>5</sup> average as follows:

2000-4.79 per cent;

2001-4.84 per cent.

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4 Raises for Villages are effective June 1, unless otherwise indicated; for the County raises are effective January 1.

5 These communities are excluded for the cited years because in return for a 1/60th retirement computation, the PBA's accepted wages substantially below the going rate. Clearly, had there been no 1/60th provision, these figures would be significantly higher.

The Panel recognizes that at least four settlements contain split raises; that is, though the total percentage has been utilized in arriving at the average raises, the municipalities achieve a one-time savings because half the increase is paid midway through the fiscal year. However, that savings is reflected in the Panel's Award below.

Given this analysis, the Panel finds that wage increases somewhat but not dramatically below 4.79 per cent and 4.83 per cent are justified. Such improvements recognize that Lynbrook's 1999 base salary is quite favorable when compared to other communities. It also reflects the relatively high tax rate in the community, as indicated above.

Also, we note that a substantial improvement has been made in the daily rate calculation (see below). This improvement will cost the Village approximately .6 per cent over the life of the Agreement. As such, its impact upon the Village must also be considered when determining what is a fair base wage increase.

In light of this analysis, the Panel finds that the following increases are justified:

Effective June 1, 2000 -	4.5 per cent
Effective June 1, 2001 -	2.5 per cent
Effective December 1, 2001 -	2.0 per cent

They maintain Lynbrook's status as a relatively well paid community. However, they are somewhat less than the

going rate in recognition of the tax burdens placed on Lynbrook's residents and the other economic improvements awarded. Also, the fact that they are split for 2001-2002 provides further relief to the taxpayers and takes into account similar mechanisms elsewhere.

With respect to 2002-2003, the data is insufficient to establish a clear pattern as to what should be implemented. However, the Panel is convinced that repeating the 2001-02 raise makes sense. It is in line with the relatively few communities<sup>6</sup> who have settled for that year. (Kings Point - 5.0 per cent; Freeport - 4.5 per cent; Malverne - 5.0 per cent - split). Also, it does not impose a significant hardship for that year as would a 4.5 per cent raise payable June 1 of 2002, since added to that would be the one per cent "rollover" from the split 2001-02 year. As such, while it is difficult to prognosticate, the Panel concludes that the 2002-03 raise should be 2.5 per cent effective June 1, 2002 and 2.0 per cent effective December 1, 2002.

### 3. Daily/Hourly Rate

The PBA has established a compelling case for substantial modification in the calculation of the daily/hourly rate. Virtually all communities determine this rate, which is utilized for overtime, terminal pay

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<sup>6</sup>Note that Old Brookville and Rockville Centre are exceptions. See footnote 5, above.

calculations, etc., based upon a 232 day chart. Thus, the current calculation based upon a 249 day divisor is substantially less than that paid in most communities.

The Village asserted that PBA's have long argued that the calculation of the hourly rate should be based on the days actually worked; i.e., 249, the current schedule. This assertion makes sense. However, what does not make sense is the fact that the current calculation does not take into account the true earnings of the Officer; i.e., the amount earned in a regular 232 day schedule plus the amount earned in the additional 17 days. Stated simply, the current system takes into account the 249 days in a yearly schedule but does not take into account the amount earned under that schedule.

Given these circumstances, the appropriate calculation should reflect the actual number of days worked and the actual amount earned. Thus, we shall direct that the divisor of 1992 ( $249 \times 8$ ) shall continue to be utilized but that the compensation shall include both the annual base pay and the supplemental pay for those Officers who are entitled to the extra days' pay.

The Panel recognizes the substantial economic impact of this finding. It will cost the Village approximately .6 per cent to implement. Thus, we shall direct that the new calculation be implemented effective June 1, 2001, rather than June 1, 2000.

4. Longevity

The current longevity schedule is low, the Panel finds. Officers receive \$1750 after fifteen years of service and \$75 for each year thereafter. These figures compare unfavorably with most communities, as follows:

Community	Longevity After 15 Years	Effective Date
Freeport	\$2150	2001
Garden City	\$2000	2001
Hempstead	\$1200	2001
Kings Point	\$2500	2001
Lake Success	\$1775	2001
Malverne	\$1725	2001
Nassau County	\$3700	2000
Old Brookville	\$2100	2001
Old Westbury	\$1500	2001
Rockville Centre	\$1050	2001
Sands Point	\$2000	2001

PBA Exhibit 42

Also while Malverne's fifteen year rate is only \$50 less than Lynbrook's, it rises to \$3025 after twenty years. Clearly, based on the data cited above, substantial improvements in longevity stipends are warranted.

In the Panel's view, longevity payments should be increased as follows:

Effective June 1, 2001  
after fifteen years of service - \$2050

Effective June 1, 2001  
after fifteen years of service - \$2350

Effective June 1, 2001 for each year of service after fifteen years, the \$75 per year payment shall be increased to \$100 per year.

As of June 1, 2001 the maximum longevity payment shall be \$3550.

As of June 1, 2002 the maximum longevity payment shall be \$3850.

These increases will improve longevity payments to close to the median of the cited communities. Also, since they apply only to Officers with fifteen years of service or more, their cost impact upon the Village is modest. Therefore, these raises are fair and are awarded as indicated.

5. Academy Rate

The Village's proposal for an Academy rate is granted. Other jurisdictions, such as the County of Nassau, provide for one. Moreover, since the Academy rate lasts no more than six or seven months, it is not unduly burdensome upon the newly hired Police Officers. Thus, the Panel shall direct that any Police Officer hired after the date of this Award shall be paid \$5000 less than the starting rate. This reduced rate shall remain in effect so long as the Officer is in the Academy.

6. General Municipal Law 207-C

The parties submitted numerous proposals with respect to GML 207-C procedures. Most were of a minor procedural nature which, we are convinced, are best remanded to the parties for further negotiations. One, however, is more significant. It is the PBA's proposal

that the GML 207-C procedure provide for binding arbitration as the last stage in the appeals process. We note the Village's contention that the proposal should not be granted because the law on this issue is still evolving and the matter is best left to the courts for resolution.

The Panel finds the PBA's position persuasive. Arbitrators, especially those with experience in deciding employment matters generally, and line-of-duty injuries specifically, have expertise to determine these issues. Indeed, Arbitrators may have more of such experience than judges who deal with a wider variety of disputes.

Also, while arbitration can be costly, it is generally viewed as a more efficient and cheaper alternative to litigation. The finality of the Arbitration Award, which is subject to very limited review, is generally preferable to the expensive and time consuming appeals process in matters litigated through the courts. Thus, we shall grant the PBA's proposal on this issue and shall remand all other GML 207-C proposals to the parties for further negotiations.

#### 7. Pro-rating of Benefits

The Village's proposal is reasonable. The period for return to work should be extended as the Village suggested. Accordingly, its proposal is granted.

8. Sick Leave

The parties made, essentially, conflicting proposals. The PBA sought to increase the number of days which are subject to a buyout upon retirement. The Village asked that Officers be required to spend down their existing accruals before being allowed to take unlimited sick leave in accordance with the Agreement.

The Panel has reviewed these proposals carefully. There is no doubt that the current system is imperfect. It provides for a combination of benefits - unlimited sick leave and days which may be accrued for payment upon retirement. On one hand, the Village correctly referred to the current system as an "anomaly" which permits Officers to be paid for sick days which are not reduced by their utilization of sick leave. On the other hand, the PBA correctly noted that the sick leave buyout in Lynbrook is substantially less than that found in comparable communities.

In the Panel's view, this issue is best left to the parties for their consideration, not because the current system is perfect - far from it - but because they are in the best position to devise a system which properly balances their competing interests. Accordingly, all proposals of the parties with respect to sick leave are rejected.

9. President's Time

The expired Agreement provides that:

The President or Vice President of the Association shall be permitted, upon reasonable notice to the Chief of Police, sufficient time to attend all conventions and functions which are required by his/her office.

Article X(F)

The Village asserted that the President's use of PBA time, approximately 65-70 days in each of the past two years, did not meet the criterion contained in this provision. It sought a limit of fifteen days per year which, it contended, was reasonable in light of similar restrictions elsewhere.

The Panel has reviewed this proposal carefully. There is no doubt that the Agreement does not give the PBA President or Vice-President the unfettered right to decide which days to take off. All must be conventions and functions which are "required by his/her office." However, it is the Chief of Police who determines whether the President shall be permitted to take the days off. In every instance, the Chief or his designee approved the released time sought by the PBA President or Vice-President. Thus, there is no evidence before us that the Village, through its official representative, considered the days in question to be outside the parameters set forth by Article X(F). Accordingly, we find no basis to award the Village's proposal on this issue.

10. Other proposals

The Panel has reviewed the other proposals advanced by the parties. We find insufficient evidence to grant them. They are rejected.

**AWARD**

1. The term of this Award shall be from June 1, 2000 through May 31, 2003.

2. Wages

Base wages shall be increased as follows:

Effective June 1, 2000	-	4.5 per cent
Effective June 1, 2001	-	2.5 per cent
Effective December 1, 2001	-	2.0 per cent
Effective June 1, 2001	-	2.5 per cent
Effective December 1, 2001	-	2.0 per cent

3. Effective June 1, 2001, the hourly rate shall be calculated as follows:

The annual base pay shall be added to the supplemental pay divided by 1992. The result shall be applied to holiday pay, overtime, terminal pay, accrued sick leave, night differential and any other payment to which the hourly rate currently applies. Benefits which were accrued prior to June 1, 2001 shall be paid at the hourly rate in effect on May 31, 2001. In addition, the daily rate of pay shall be computed in the same manner as the hourly rate, except that the divisor shall be 249, instead of 1992.

4. Longevity - Article III, Section C, shall be amended as follows:

Effective June 1, 2001  
after fifteen years of service - \$2050

Effective June 1, 2002  
after fifteen years of service - \$2350

Effective June 1, 2001 for each year of service after fifteen years, the \$75 per year payment shall be increased to \$100 per year.

As of June 1, 2001 the maximum longevity payment shall be \$3550.

As of June 1, 2002 the maximum longevity payment shall be \$3850.

5. Academy Rate

Any Police Officer hired after the date of this Award shall be paid at the Academy Rate which shall equal \$5000 less than the starting rate for Police Officers. The Academy Rate shall remain in effect so long as the Police Officer remains in the Police Academy.

6. General Municipal Law 207-C

207-C Procedures. Effective June 1, 2001, a 207-C procedure shall be implemented which provides for binding arbitration as the last stage in the appeals process. The remaining proposals of the parties with respect to 207-C procedures are remanded to the parties for further negotiations.

7. Pro-Rating of Benefits - Effective June 1, 2001, Article IX(M) shall be amended to provide for a ten consecutive work day return to work, instead of the five consecutive work day period set forth therein.

8. All other proposals of the parties, whether or not specifically addressed here, are rejected.



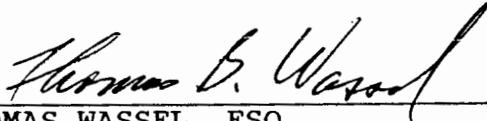


CONCUR

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DISSENT

DATED:

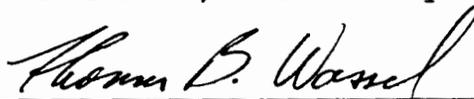


THOMAS WASSEL, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER

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

I, Thomas Wassel, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED:



THOMAS WASSEL, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER

CONCUR

DISSENT

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Except concur in paragraph 3 of Award to the extent that only actual supplemental pay earned by each employee will be included in daily rate calculation.

DATED:

*Thomas B. Wassel*

THOMAS WASSEL, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER

STATE OF NEW YORK )

) s.:

COUNTY OF NASSAU )

I, Thomas Wassel, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED:

*Thomas B. Wassel*

THOMAS WASSEL, ESQ.  
PUBLIC EMPLOYER PANEL MEMBER

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration

- Between -

VILLAGE OF LYNBROOK ("Village")

- and -

LYNBROOK POLICE BENEVOLENT  
ASSOCIATION ("PBA")

PERB Case No.  
IA200-016;  
M200-055

PUBLIC EMPLOYMENT RELATIONS BOARD  
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CONCILIATION

**CONCURRING OPINION OF PBA PANEL  
MEMBER WILLIAM DIEBOLD**

As the PBA Panel Member, on behalf of the Lynbrook PBA, I concur with the opinion of Chairman of the Panel, Howard C. Edelman. The wage award, although split in the second and third year, provide a fair and reasonable wage increase. Although we are opposed to splitting of wages because of its negative impact on the cash value of the award for our members, we recognize the Village's fiscal position and that this will alleviate the Village's cash concerns in the present and upcoming budgets. However, we will resist such splits in the future.

Although the longevity increases leave Lynbrook PBA members substantially behind several of their County counterparts, they represent an improvement along with the hourly rate recalculations awarded regarding holiday pay, overtime, terminal pay, accrued sick leave, night differential and any other payments to which the hourly rate applies. While I believe that the additional hours worked significantly benefit the Village, the means of calculating the actual figure brings Lynbrook Police Officers more in line with the existing trend of paying police officers their true hourly rate instead

of an artificial calculation. I am, however, disappointed with the Panel rejection that the 249 calculation on the supplemental rate will not be applied to new hires who work the 17 extra days as they will not receive their actual compensation until they have reached top pay. While their overtime rates will be impacted as the pay is increased, these new officers are not receiving true compensation. A correction of this inequity will be one of the PBA's goals in the next round of negotiations.

While we were opposed to the implementation of the Academy Rate, the PBA recognizes that this is also a trend which has developed in public safety contracts. We were not going to allow an opposition to this award interfere with the overall contract awarded by the Panel. The same is true regarding the extension to ten (10) consecutive work day return to work instead of the five (5) consecutive work period from the prior agreement with respect to the receipt of benefits after being out on sick leave.

Specific mention must be made regarding the 207-c procedures. The PBA has attempted to work out a fair procedure with the Village and I am pleased that the Panel recognized the PBA's position regarding binding arbitration as the last step for the appeals process. We firmly believe that this fair procedure will benefit both the Village and PBA members when the status of job-related injuries is reviewed. Hopefully, the PBA and Village will be able to work out the remaining issues so that the 207-c procedure can be finalized.

This is the first time in many years that the parties have proceeded to arbitration. In the past we have always been able to work out our differences at the bargaining table. It is hoped that this three-year agreement will be mutually beneficial to the parties and that the atmosphere of mutual respect that has always existed at the bargaining table will continue and eliminate the necessity of proceeding to arbitration. We firmly believe that despite hollow Village arguments to the contrary,

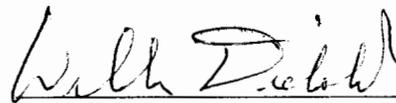


the members of the Lynbrook Police Department represented by the PBA provide a substantial service at fair and reasonable compensation. The savings generated by the Village when the 25-year Retirement Plan was implemented in 1980 are undeniable, as is the fact of the use of the seventeen (17) day supplement to the work schedule which permits the Village to provide a police presence which is less expensive than any other neighboring village. When considering the pay-out of unused sick leave to retiring Police Officers as compared to other jurisdictions, the Village has one of the least expensive per-officer costs than any other municipality. Although Police Officers employed by the Village of Lynbrook have a slightly higher wage package, the overall cost to the Village and its residents is more than fair and more than justifies the improvements gained by the PBA in this Arbitration. Notwithstanding these improvements, the 25-year plan pension savings, seventeen (17) extra work day provisions and payment of unused sick leave to retiring Police Officers still leaves the Village of Lynbrook in an enviable position compared to other municipalities. Whatever situation the Village finds itself in is not the result of an unreasonable wage package provided to its Police Department.

I also must comment on the Village's proposal to change the provisions regarding PBA time off. Any release time used by the PBA is to permit Union leadership to attend conferences, seminars and meetings to enhance the quality of life of Police Officers and is required by the office. Any time that has been used in the past has been approved and has been justified. I strongly concur with the Chairman of the Panel that there has been no evidence that the time used for PBA release time has not been more than justified. I believe that PBA release time benefits both the PBA and as a result, the Village.

In view of the fairness of the Panel's Award, although it contains concessions by the PBA and did not address all of the PBA's needs, I concur with the Chairman and hope that the parties will be able to negotiate their future collective bargaining agreements without resorting to binding arbitration. Of course, if we continue to meet obstinance and failure to recognize the legitimacy of our position, the PBA will take the appropriate steps to ensure that its officers are fairly compensated.

Dated: Lynbrook, New York  
November 19<sup>th</sup>, 2001

  
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WILLIAM DIEBOLD,  
Employee Organization Panel Member

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

I, WILLIAM DIEBOLD, do hereby affirm under my oath as Arbitrator, that I am the individual described in and who executed this Concurring Opinion to the Panel's Award.

Dated: Lynbrook, New York  
November 19<sup>th</sup>, 2001

  
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WILLIAM DIEBOLD,  
Employee Organization Panel Member