

PUBLIC EMPLOYMENT RELATIONS BOARD

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

TOWN OF HAVERSTRAW : O P I N I O N

- and - : A R D

ROCKLAND COUNTY PATROLMAN'S BENEVOLENT : A W A R D
ASSOCIATION, INC.

----- X Case No. 1A-81; M78-437

Before: Herbert L. Haber, Public Panel Member and Chairman
Peter V. Ramundo, Employer Panel Member
Edward J. Kiernan, Employee Organization Panel Member

On December 14, 1978, the Public Employment Relations Board having determined that an impasse existed in the negotiations between the Town of Haverstraw, hereinafter "Town" or "Employer" and the Rockland County Patrolman's Benevolent Association, hereinafter "Association", established a Public Arbitration Panel pursuant to Article XIV, Section 209 of the New York Civil Service Law for the purpose of resolving the dispute, and designated the undersigned to serve as the Public Member and Chairman. Each party designated its partisan representative on the panel and agreed that the panel would render a final and binding award based on the record which would consist of the parties oral presentations and exhibits offered at the hearings. The parties further waived a written stenographic record of the proceedings.

Thereafter, due notice having been given, full and open hearings were held in Haverstraw at the Town Hall on May 29, and June 21, 1979 at which the parties, appearing by Raymond G. Kruse, Esq. for

the Association and by Arthur Moskoff, Town Attorney on its behalf, were afforded full and ample opportunity to present testimony and argument and to offer documentation and data in support of their respective positions.

Following the close of the hearings, the Panel met in executive session on August 2 and again on September 19, 1979 to review and consider the record of the following items submitted for determination:

Duration of contract, salaries, longevity, uniform allowances, life insurance, compensatory time, vacations, personal leave, sick leave, safety language, special leaves, agency fees*, retirement benefits* and legal insurance*.

Voluminous and exhaustive exhibits, comparisons and studies were provided by the parties at the hearings which supplemented their carefully drawn and skillfully presented oral arguments. I do not believe that any useful purpose is served by my burdening this report with a cataloguing of that data and documentation offered, or in an extended exposition of the arguments put forward by the parties. Suffice it to say that the conclusions that follow are based on a careful examination and thoughtful weighing of the record by the undersigned chairman, in the light of those standards and criteria set forth in Section 209.4(e)(v) of the Taylor Law which imposes upon the Panel that it render a just and reasonable determination of the matters in dispute taking into consideration, as it deems applicable, the following:

* The parties reached agreement on an agency fee formula during the hearings and this item was withdrawn. It was further agreed that the demands on legal insurance and retirement benefits would not be ruled upon by the Panel at this time, since these items are both the subject of litigation as to bargainability before Public Employment Relations Board and the courts.

- a. Comparison of the 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. Such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

Although unanimity of the Panel was not achieved in all areas, the following award is binding by virtue of a majority vote on each issue noted.

Accordingly, on the basis of the foregoing, I find and make the following

AWARD

1. Duration:
The contract shall be of two (2) years duration effective January 1, 1979.
2. Salaries:
Effective January 1, 1979, the salaries of all patrolmen shall be increased by \$1,131 and that of the Sergeants by \$1,237.

Effective January 1, 1980, the salaries of all patrolmen shall be increased by \$1,400 and that of Sergeants by \$1,530.
3. Uniform Allowance:
Effective January 1, 1979, there shall be an annual stipend of \$100 for uniform cleaning and maintenance.

Effective January 1, 1980, the annual stipend for uniform cleaning and maintenance shall be increased to \$200.

4. Life Insurance:

The life insurance policy currently provided the men shall be raised to a face amount of \$45,000. The double indemnity provision shall remain.

5. Compensatory Time:

Officers may elect compensatory time off which must be taken within six months. If it has not been taken he may opt for cash payment at that time or thereafter be required to accept an assigned day off.

6. Vacations:

Officers may elect to start their vacations on cycle rather than being restricted to a Monday beginning.

7. Special Leave:

- A. Effective January 1, 1980, the number of personal leave days provided shall be increased by one (1).
- B. Add to Section B of Article XVII "Proof of such death may be requested by the Employer".

8. Sick Leave:

Up to 5 days shall be made available out of the current sick leave allowance each year for use in the event of the illness of the employee's wife, child, or parent residing in the household of the employee. The town may request some reasonable medical evidence of such illness.

9. Safety:

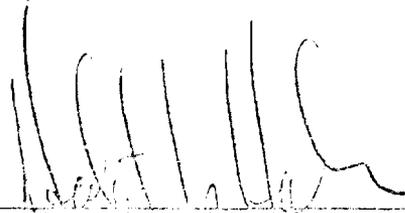
The parties are directed to establish a committee to develop satisfactory programs for firearm training and high speed driving instruction.

10. Personal Property:

The town's liability for personal property lost or damaged solely as a result of action in the line of duty shall be limited to property normally or usually worn or carried on duty and shall be offset by any 3rd party reimbursement.

11. All portions of the prior contract not modified by this Award continue in full force and effect.
12. All those matters agreed upon by the parties in these negotiations outside of this Award remain in effect.

DATED: October 10, 1979



 Herbert L. Haber
 Chairman and Public Panel Member

STATE OF New Jersey }
 COUNTY OF Bergen } ss:

On this 10th day of October, 1979, before me personally came and appeared Herbert L. Haber, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



 JILLIAN J. J. [unclear]
 NOTARY PUBLIC STATE OF JERSEY
 MY COMMISSION EXPIRES SEPT. 17, 1980

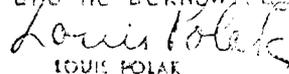
ASSENTING AS TO: 1, 4, 5, 6, 8, 9, 10, 11, 12
 DISSENTING AS TO: 2, 3, 7



 Peter V. Ramundo
 Employer Panel Member

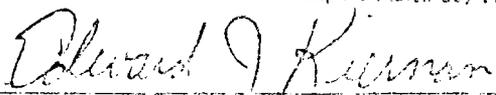
STATE OF New York }
 COUNTY OF Rockland } ss:

On this 15 day of November, 1979, before me personally came and appeared Peter V. Ramundo, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



 LOUIS POLAK
 Notary Public, State of New York
 Residing in Rockland County
 No. 4518168
 Commission Expires March 30, 1980

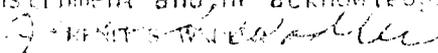
ASSENTING AS TO: 1-2-3-4-5-6-7-8-9-10-11-12
 DISSENTING AS TO: 8



 Edward J. Kiernan
 Employee Organization Panel Member

STATE OF }
 COUNTY OF } ss:

On this 29th day of October, 1979, before me personally came and appeared Edward J. Kiernan, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



 Notary Public, State of New York
 No. 4518168
 Commission Expires March 30, 1980

