

NEW YORK STATE PUBLIC
EMPLOYMENT RELATION BOARD
Case No. IA 89-31; M 89-333

In the Matter of the Statutory Interest *
Arbitration Between

TOWN OF HAVERSTRAW - Public Employer *

and

TOWN OF HAVERSTRAW, P.B.A. - Employee *
Organization *

OPINION & AWARD

OF THE PUBLIC AR-

BITRATION PANEL

The Public Arbitration Panel

NATHAN COHEN, Public Panel Member and Chairman
ARTHUR FERRARO, Member designated by the Town
RAYMOND G. KRUSE, Member designated by the P.B.A.

On February 27, 1990 the New York State Public Employ-
ment Relations Board designated the members of the Public
Arbitration Panel to hear and determine the issues that are
still unresolved in the negotiations impasse between the par-
ties, in accordance with the provisions of Section 209.4 of
the New York Civil Service Law. That Section, in part,
states:

(v) the public arbitration panel shall make a
just and reasonable determination of the matters
in dispute. In arriving at such determination,
the panel shall specify the basis for its find-
ings, taking into consideration, in addition to
any other relevent factors, the following:

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 per-
forming 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 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.

Hearings were held before the Panel on May 17 and 18, 1990 at the Town's offices in Haverstraw, N. Y. Both parties were present and were afforded an opportunity to present evidence and argument in support of their contentions.

The Subjects in Dispute

The P.B.A.'s petition, dated January 16, 1990, which commenced this proceeding and the Town's response, dated January 29, 1990, listed the following subjects as being still unsettled as of those dates:

Salaries including night differential pay, longevity pay, pay differentials for detectives, sergeants and lieutenants and out-of-title work pay, overtime pay.

Paid vacation Time
Paid holidays
Paid sick leave
Paid Personal Leave
Hospital and Dental Plan Contributions
Uniform Allowances including purchase and cleaning expenses
Tuition Allowances
Savings Bond Purchase Plan
Firearms Training

Length of Work Week and Work Year
Part Time Officer Working Conditions
Grievance Procedures
Drug Testing

Subsequent to the filing of the petition the parties either have reached tentative agreement on some of the above mentioned subjects or they have indicated that some subjects would not present an obstacle to the conclusion of these proceedings. Accordingly, the circumstances surrounding such subjects were not explored at the hearing and will not be dealt with in this Opinion and Award.

The Town's Circumstances

The Town of Haverstraw is located in the northern part of Rockland County, N. Y. and is about 35 miles north of New York City. It is one of the five towns constituting Rockland County and it has a population of approximately 33,000. Various tabulations submitted in evidence indicate that the Town's financial circumstances compare favorably with those of the other towns and municipalities in the County.

The Town's responses to the P.B.A.'s demands did not rely on any contention of an inability to pay for such demands. Instead, it relied on factors such as the amount of increase in the Consumer Price Index for the past two years and on the percentage amount of wage and benefit increases received by

police officers in neighboring towns and municipalities.

The Police Department Data

Tabulations submitted in evidence also indicate that the Town of Haverstraw employs 27 full time and 6 part time police officers. This averages out to 1.1 police officers for each thousand population serviced by the Department, while the average for the five towns in Rockland County is 1.6 police officers per thousand population.

Also, indicated in those tabulations are that in 1988 the Town of Haverstraw policemen averaged 24.9 arrests per officer while the average for police officers employed by all towns in the County was only 12.7 arrests per officer. Reported crimes per thousand population in that same year was about average for the area serviced by the Haverstraw police department as compared to the number of crimes reported in areas serviced by all town police departments in the County.

The Prior Contract

The prior three year contract was negotiated directly by the parties without resort to the statutory arbitration procedures. In that agreement the P.B.A. secured the adoption of a much desired 20 year retirement program in exchange for certain "give-backs" and concessions primarily dealing with fringe benefits for newly hired police officers. The P.B.A. now would like to wipe out this two-tier benefit struc-

ture and integrate all police officers under a single set of fringe benefits. The Town, on the other hand, points out that it was not their intent to have such a two-tier benefit plan as a temporary one-contract duration deal but that it did intend that the two-tier structure should be ongoing and should eventually replace the original more costly, fringe benefit provisions.

Six of the current police officers who have been hired since the past contract went into effect receive the lower second tier benefits.

The P.B.A.'s Demands

The P.B.A. views their most recently expired agreement as one in which they achieved the 20 year retirement plan, but one which also established the inequitable situation where police officers performing identical duties are receiving different amounts of vacation, sick leave, etc., solely on the basis of when they commenced working for the Town. Thus, it seeks the abolition of these differentiated fringe benefits.

Further, the P.B.A. views the police officers salary and working conditions in the Town generally as far below average for the County while it believes the Town's fiscal situation to be sound in view of its comparatively low per capita debt and its comparatively high per capita property values. Accordingly, it seeks to achieve substantial gains in this pro-

ceeding to begin the process of improving the relative standing of the Town of Haverstraw police officers in comparison with the officers in other police departments in Rockland County.

The Following Subjects Were Dealt With By The Parties In This Proceeding:

Salaries:

Police Officer salaries in the Town of Haverstraw are among the lowest in Rockland County despite their relatively high work and arrest productivity. Although this situation developed over a number of bi-annual or tri-annual negotiated contracts, the P.B.A. seeks to substantially improve the relative standing of the salary scales during the two year term of the document now being fashioned. To do so would require substantial double digit percentage salary increases. Yet, the known salary increases for police officers in the various Rockland County municipalities average 7.7% in 1990 and 7.60% in 1991. Only one municipality granted a wage increase as high as 9%. Further, increases in the Consumer Price Index in this geographic area was only 4.7% for the year ending January 1989 and 6.4% for the year ending January 1990. A majority of the Panel AWARDS that salaries of all full time police officers be increased by 4.5% retroactive to January 1, 1990, by an additional 4.5% effective July 1, 1990, by an additional 4.5% effective January 1, 1991 and by an additional 4.5% effective July 1, 1991. All such increases, after the January 1, 1990 increase, shall be compounded.

Such increases will raise the level of police salaries in excess of 19% in late 1991 over what prevailed at the end of 1989. This substantial increase should serve to begin to somewhat narrow the gap between the salaries of Haverstraw Town police officers and the salaries paid by other communities in the County, a gap which has existed for many years.

The Panel further AWARDS that detectives be given a 5% salary differential and sergeants be given a 13% salary differential, both retroactive to January 1, 1990.

Part Time Employees

Similar to the regular police officers, the wages paid to the part time officers are also relatively low. The Panel AWARDS that part time officers with less than five years of service be paid \$8.25 per hour retroactive to January 1, 1990 and \$9.00 per hour effective January 1, 1991. Part time officers with more than five years of service shall be paid \$8.75 per hour retroactive to January 1, 1990 and \$9.75 per hour effective January 1, 1991.

Longevity Pay

Longevity Pay is one of the few areas where the Town of Haverstraw police officers fare better than most of the police officers in other Rockland County communities. Yet, the statistics indicate that the combined base salary and longevity pay of a police officer in this Town is still among the

lowest in the County.

In order to begin the process of integrating the benefits granted new hires with the benefits granted more senior police officers the Panel AWARDS that effective January 1, 1991 all employees regardless of date of hire, shall receive a Longevity increment of \$500.00 after completion of their fourth year of service. **No other changes in the pre or post 1/1/87 longevity schedule are intended.**
Work Schedules

The police officers in this Town work 257 days a year. This is more than is worked by police officers in any other Rockland County police department. The average number of days worked in the County in 1989 was 248.2. The Panel AWARDS that one additional "chart day" be made available to the Town police officers in 1990 plus three additional "chart days" in 1991. This would effectively reduce the number of required work days in 1991 to 253.

Vacation

The Panel AWARDS that effective January 1, 1991 police officers hired after January 1, 1987 who are in their fifth year of service shall receive the same vacation benefit as those received by fifth year officers who are hired prior to January 1, 1987.

Further, the Panel AWARDS that effective January 1, 1991

accrued unused vacation time of police officers shall either be paid for at the end of each calendar year or carried over at the Town's option as in the most recently expired contract. If the police officer was precluded from utilizing such accrued vacation time by action of the Town, the provisions of the most recently expired contract shall prevail. The intent is not to interfere with or upset any vacation schedules heretofore made.

Sick Leave

The Panel AWARDS that in the event of individual abuse of sick leave, the Town may request such police officer to present a doctor's certificate to substantiate the need to be absent on days immediately before or after regular or other scheduled days off from work.

Drug Testing

All Panel Members agree to REMAND this issue to the parties for further exploration and negotiations. If the impasse continues with respect to this subject, either party may request Nathan Cohen, or any other mutually acceptable arbitrator, to make a determination regarding the issue.

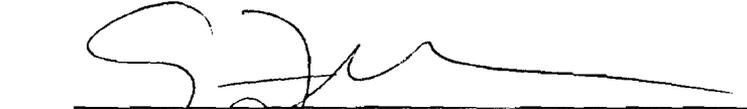
All Other Provisions

Except as provided for in this Award, all provisions of the most recently expired contract shall be carried over unchanged for a term expiring December 31, 1991. Further, any other provisions mutually agreed upon by the parties which are not mentioned either in this Award or in the most recently expired contract, shall also

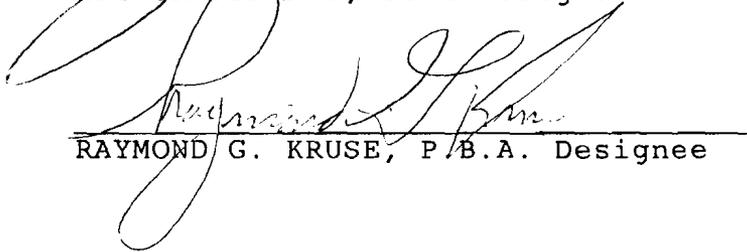
be considered a part of the terms of employment for the term
expiring December 31, 1991.



NATHAN COHEN, Neutral Member



ARTHUR FERRARO, Town Designee

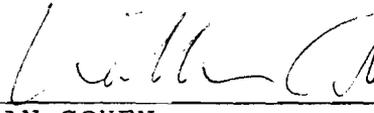


RAYMOND G. KRUSE, P.B.A. Designee

DATED: July 5, 1990

STATE OF NEW YORK
COUNTY OF ROCKLAND

Pursuant to Section 7505 of the New York State Civil Practice Law
and Rules, we hereby affirm that the foregoing is our AWARD in the
above-captioned matter.



NATHAN COHEN



ARTHUR FERRARO



RAYMOND G. KRUSE