

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

----- X
In the Matter of the Arbitration between

THE TOWN OF HAVERSTRAW,

Public Employer,

and

TOWN OF HAVERSTRAW PBA,

Employee Organization

PERB Case No.: IA91-039; M91-399
----- X

OPINION

AND

AWARD

BEFORE: FRANK MC GOWAN
Public Panel Member and Chairman

SEAN D. PURDY
Employer Panel Member

RAYMOND G. KRUSE
Employee Organization Panel Member

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
CONCILIATION
JAN 24 1992

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the New York State Public Employment Relations Board, to make a just and reasonable determination of a dispute between the Town of Haverstraw ("Town") and the Town of Haverstraw PBA ("PBA")

The prior Agreement between the parties, which covered the period January 1, 1990 through December 31, 1991 (Joint Exhibit 1) expired, with the parties at impasse over the terms of a successor agreement. Efforts at mediation did not result in agreement, and by petition

dated January 16, 1991 the PBA filed for compulsory interest arbitration pursuant to Section 209.4 of the Civil Service Law.

A hearing was conducted before the undersigned Panel on April 9, 1991 at the Town of Haverstraw Office Building, at which time both parties submitted numerous exhibits and presented argument in support of their respective positions. Both parties filed post-hearing exhibits and/or memoranda.

All issues submitted by each party were considered carefully by the Panel. Based upon the evidence presented, weighed in light of the parties' respective positions, the Panel reached the conclusions as hereinafter set forth. Those issues presented by the parties which are not specifically dealt with in detail in this award were, too, carefully considered by the Panel, but rejected in their entirety.

In arriving at such determination, the Panel has considered the following factors, as specified in Section 209.4, Civil Service Law:

- a) comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings 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.

BACKGROUND

Rockland County is located in the downstate area of New York State, with Orange County immediately to the north, Westchester County to the east, across the Hudson River and Bergen County and New Jersey to the south. Rockland County has the following arrangement of police departments: 5 town police departments; and 5 village police departments. The bargaining unit involved herein presently employs 28 full-time and 4 part-time patrol officers (with some assigned as Detectives) and Sergeants.

The collective bargaining Agreement which expired December 31, 1991 was settled between the parties through interest arbitration, with Nathaniel Cohen as the Panel Chair.

1. TERM OF AGREEMENT

Both parties are in accord that, pursuant to the provisions of the Taylor Law under which this Panel has been constituted, whereby the Panel is limited to awarding a maximum of a two-year agreement, the term of this Award shall be from January 1, 1992 through December 31, 1993.

2. ABILITY TO PAY

Both the Town and the PBA have presented evidence on the question of ability to pay.

TOWN POSITION

In its behalf, the Town submitted its tax rate dollars from 1988 through 1992. Its most recent tax rate \$1,000 for 1992 is an increase 10.1% over its tax rate \$1,000 for 1991. In addition, the Town presented its complete budgets for 1988 through 1992. Further, it submitted a letter dated April 15, 1992 from the H2MG Group stating that it will cost the Town from between \$6.5 and \$8.5 million dollars to cap the existing landfill; a consent order and letter dated May 2, 1991 outlining violations of Article 27 Environmental Conservation Law; a letter from State Senator Levy dated May 22, 1990 subject matter of which, among other things, included State aid for 1990-91 and pension costs.

Town Exhibit A presented various statistical data including:

- (1) CPI increase figures of 3.1% for February 1992 and 3.9% for September 1991;
- (2) Town of Haverstraw average family income being the second lowest in Rockland County (\$26,176) with the lowest being Stony Point (\$25,767) but, with the inclusion of the Village of Haverstraw, the Town of Haverstraw being the lowest in the County with \$23,882 average family income;
- (3) The assessments for the five (5) towns in Rockland County with the Town of Haverstraw being the lowest among these with \$213,840,395, compared with the highest in the County being Orangetown with an assessment of \$3,766,970,287;
- (4) Unemployment figures for Rockland County which rose from 4.9% in February 1991, to 5.4% in January 1992, to 6.5% in February 1992;
- (5) The Town of Haverstraw police budget which has risen 31.25% since 1988 and 13.77% since

1991;

- (6) Annual contribution costs for police retirement for the years 1988, 1990, 1991 and 1992, showing a four (4) year rise of just under 200%, with a rise from 1991 to 1992 of 88.2%;
- (7) The fact that all non-union employees (and all elected officials), which comprises the majority of Town employees, received no increase in the current year;
- (8) The Town Haverstraw does not have the surplus in its budget nor the tax base to grant the demanded police increase, and the closure order from the New York DEC to close the landfill at a cost of over \$5 million dollars puts a further strain on its economic position;
- (9) The Town of Haverstraw lost one-half million dollars in State revenue in a single year while revenue from other departments has been down from between 300,000 and 400,000 dollars, including the zoning, sanitary landfill and parks and recreation departments;
- (10) In the last three (3) years the Town assessment has virtually remained the same, and in some areas decreased.

PBA POSITION

The PBA's position is that the Town is in the best position of any municipality in the County to pay the increases demanded. The PBA points out that there are various criteria which must be considered by the Panel in reaching its conclusion, of which the ability to pay is only one such factor, and that the relative weight to be given to each of the factors is within the purview of the Panel. For this proposition, it cites City of Buffalo v. Rinaldo, 41 N.Y.2d764, 396 N.Y.S. 2d152, 10 PERB para. 7014(1977).

The PBA points out that, whereas the municipalities in Rockland County have, on the average, borrowed 21.33% of their available constitutional debt limit, the Town of Haverstraw has an outstanding indebtedness which is only 1.7% of its debt limit. This is the lowest debt/debt limit ratio in Rockland County. The PBA further points out that the average town in New York State has borrowed 13.4% of its total outstanding constitutional debt limit while the average village has borrowed 15.2% of its constitutional debt limit. The figures it cites are from the Special Report of Municipal Affairs released in December 1991 by State Controller Regan.

Referring again to the figures released by State Controller Regan, it shows that the average full valuation in the rest of Rockland County is \$47,629 per person compared with \$47,079 in the Town of Haverstraw, which is only 1.1% less than the county-wide figure. Yet the total outstanding debt per person throughout the rest of the County is \$488.36 per person compared with \$42.34 per person in the Town of Haverstraw. The County debt per person is 11.5 times the debt per person in the Town of Haverstraw or 1,053% above the debt per person in the Town of Haverstraw.

The State Controller's figures also show that the average real property tax per person in the rest of Rockland is \$338.35 compared with \$89.51 in the Town of Haverstraw which is a 278% difference.

Police services in the rest of the County costs \$136.50 per person compared with \$61.93 per person in the Town of Haverstraw. The County figure is 120% more than the Town of Haverstraw figure.

As to the comparison of the average family income, the PBA contends that even using the \$23,882 figure for the Town of Haverstraw (which includes the Village of Haverstraw) this would put the average family income in the Town of Haverstraw at 7.9% below the Town of Stony Point. Yet the outstanding debt per population in Stony Point is 188.5% more than that of the Town of Haverstraw; the average real property taxes per person is 276.9% greater in Stony Point than the Town of Haverstraw; the average expenditure for police services per person is 165.9% greater in the Town of Stony Point than in the Town of Haverstraw.

As to the cost of contributions to the police retirement system, the PBA states that the Town of Haverstraw has only been granting the 20 year, no age minimum retirement to its police employees since 1988, whereas it has been in existence in the rest of the County for over 20 years. The PBA shows that for the year 1975-1976 the cost of retirement was 35.5% of wages; in 1976-77 it was 38.9%; in 1978-79 it was 42.8%; finally as of 3/31/93 it will be 11.4% for Tier 1 members and 20.6% for Tier 2 members. The PBA points out that the current rate for Tier 1 members is about 25% of that which existed in 1978-79 while it is currently about 50% of the 1978-79 rate, and that is because of the unexpected interest earnings which the Plan accumulated during the high interest period of the 1980's. The PBA states that the retirement contribution costs tumbled during the 1980's, and, now, the rates are in a period of re-adjustment due to declining interest earnings by the Plan. In spite of that decline and interest earnings, the retirement costs are still but a fraction of what they were 10-12

years ago.

Finally, the PBA states that for 15 years, from 1965-1983, the Town of Haverstraw went without a tax increase. Even since that time, the tax increases have been negligible. In spite of those negligible tax increases, the Town has managed to accumulate an enormous surplus fund from which it manages to pay for its capital improvements without borrowing. For example, it cites the \$1,100,000 highway garage which was built in 1990 and paid for entirely without bonding. The PBA states that the use of the surplus fund for capital projects is precisely the purpose for which the Town accumulates the money in that fund.

3. SALARY

PBA PROPOSAL

Salaries currently in effect for Haverstraw Town police officers pursuant to the Collective Bargaining Agreement which expired December 31, 1991, are as follows:

Starting salary	\$29,470.
After 1 year	35,736.
After 2 years	38,077.
After 3 years	40,908.
After 4 years	47,711.
Sergeant - 13% above top grade partolman	
Detective - 5% above grade/rank.	
Part Time - Start to 5 years of service @ \$9.00/hr.	
After 5 years of service @ \$9.75/hr.	

The PBA proposes an increase of 12% effective 1/1/92 and an additional 12% increase to be effective 1/1/93. In addition, the PBA proposes that the sergeants pay should be increased to 15% above detective pay. The PBA has also proposed to increase the Detective

Differential to 7.5% above rank or grade, while part-time officers should receive patrolman's pay prorated on an hourly basis.

In support of its proposals, the PBA has presented various Exhibits showing comparisons with other departments in Rockland County, because these are the only proper basis of comparison for the Town of Haverstraw, absent some compelling reason for an exception.

The PBA points out that Section 209.4(v)(a) requires "comparison...of other employees performing similiar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities." It argues that police departments in Rockland County are governed by the Rockland County Police Act which was passed by the New York State Legislature in 1935 and amended several times thereafter. The Act deals with wages, grades, step increases, promotions, disciplinary actions, etc. Therefore, the employees in this County work under "similar working conditions", because those working conditions are imposed by the Rockland County Police Act. It contends that there has been no factual showing that any other communities are comparable to the Town of Haverstraw using the criteria specified under the Taylor Law.

In its statistics, the PBA shows that the Town of Haverstraw PBA unit members are the lowest paid in Rockland County (PBA Exhibit 11). They point out in PBA Exhibit 18 that even taking into consideration the payment of longevity, the Haverstraw PBA unit members are still the lowest paid in the County.

The PBA also relies on the fact that the Town of Haverstraw employs the fewest police per thousand per population of any town in Rockland County, with the Town of Haverstraw being 41% lower than the next nearest town in this regard and 62.5% below the County average in this regard. In addition, the Town of Haverstraw has the highest average arrests per police officer of any Town in the County, it being 45% above the next nearest Town in this regard, and 100% (or two times) above the average in the County.

The PBA also contends that it is not only the lowest paid police department in the County, and the lowest staffed, its required work year is substantially above the county-wide average (253 work days per year compared with a county-wide average of 248.2 days per year). (PBA Exhibit 25) Translating its salary and work year into an hourly rate, the PBA alleges that the average first grade hourly salary in 1991 in Rockland County was \$24.27, compared with \$22.56 per hour in the Town of Haverstraw, or a difference of 7.8%.

The PBA also presents PBA Exhibit 19 to demonstrate that the average raise in 1992 among police departments has been at least 6%.

As to rank differential, PBA Exhibit 20 was presented to show that within those department of Rockland County having detectives, the average differential is 7.7% above first grade patrolman, while 6 out of 9 Rockland County departments (excluding the Town of Haverstraw) have a 15% differential for sergeant, with another department, Spring Valley, having a 14.5% differential.

Four (4) other departments in the County, in addition to the Town of Haverstraw, have detective-sergeants. Three out of four pay 6% or

greater above sergeant to detective-sergeants. PBA Exhibit 20 also shows that the wages of the department closest to the Town of Haverstraw for detective-sergeants is 7% above the wages of the Town of Haverstraw detective-sergeants.

In behalf of the part-time policemen, the PBA presents its Exhibit 21 which shows that the starting salary of \$9.00 per hour in the Town of Haverstraw was compared with starting salaries ranging from \$9.50 to \$12.70 an hour in other municipalities in the County employing part-time police officers. In addition, two out of four of those departments give an annual uniform allowance to its part-time police officers, while one of those departments provides health insurance and time and one-half for holidays worked.

TOWN PROPOSAL:

The Town's position is that no wage increase, or at most, a token increase, should be awarded by the Panel.

In further support of that position, the County contends that the proper basis of comparison, given vast difference between economic circumstance of the Town of Haverstraw, and the other communities in Rockland County, should be the police departments of the Town of Woodbury and the City of Newburgh, whose contracts it has presented in evidence.

Under the Town of Woodbury's contract, the top grade police officer's salary is \$33,373 after the completion of five (5) years, compared with \$47,711 for top grade police officers in the Town of Haverstraw after completion of four (4) years. Similarly, under the

City of Newburgh's contract, the top grade patrol officer earns \$33,646 after the completion of five (5) years. The Town also points out that under the City of Newburgh contract, the detective differential ranges between 2.1% and 6.1%, but the 6.1% differential is only achieved after a completion of three (3) years.

The Town also proposes that in the salary schedule line indicating starting salary, which is currently labeled "Probationary", that word should be substituted with "Fifth Grade", in order to conform with the requirements of the Rockland County Police Act.

4. VACATION

PBA PROPOSAL

The PBA points out that the current collective bargaining agreement sets forth two (2) separate vacation schedules for employees employed pre and post 1/1/87, and that the Town of Haverstraw police department is the only department in Rockland County having two separate vacation schedules. The PBA further points out through its Exhibit 27 that the average annual vacation over a 20 year period for departments in Rockland County other than the Town of Haverstraw is 24.25 days per year, the Town of Haverstraw average is only 23.7 days per year for employees employed pre 1/1/87 and 21.9 days for employees employed post 1/1/87. They further point out that the Town is the only municipality to have suffered a decrease in vacation through the introduction of such a dual schedule. The PBA proposes a vacation schedule consisting of 10 days for Fifth Grade Patrolmen, 20 days for Fourth and Third Grade Patrolmen, 25 days for

Second Grade Patrolmen, 30 days for First Grade Patrolmen and all other ranks and 35 days for First Grade Patrolmen and all other ranks with more than 20 years experience.

TOWN PROPOSAL

The Town again emphasizes that time off is a cost item which ultimately affects productivity. The Town points out that the standard in labor relations, as confirmed by the Federal Government during the national wage freeze in 1972 holds that an increase in wages comes about either through additional salary earned or a reduction in the time worked that it takes to earn it. In this regard, the Town relies on its "inability to pay" argument, and also upon the data presented in the City of Newburgh and Town of Woodbury contracts. In the City of Newburgh contract, vacation time consists of:

first year	- none;
second through fourth year of service	- 10 days;
fifth through seventh year of service	- 15 days;
eighth through tenth year of service	- 20 days;
eleventh through fifteenth year of service	- 25 days;
sixteen years and after	- 30 days.

This comes to an average 20.5 days of vacation per year.

Under the Town of Woodbury contract, police officers receive 10 days upon the completion of one year; 15 days upon the completion of three years; 20 days upon the completion of 5 years; 25 days upon the completion of 15 years and 30 days upon the completion of 20 years. Over a twenty year period, this comes to an average of 18.75 days per year. No valid reason exists to increase the vacation time for town of Haverstraw police officers.

5. DENTAL INSURANCE

PBA PROPOSAL

The PBA has proposed that the Town pay 100% of the cost of Dental coverage. Currently the Town pays \$40 per month per employee with dependents and \$25 per month per employee without dependents, leaving a cost of approximately \$26.00 per month per employee to assure the family coverage. The PBA presents its Exhibit 32 wherein it shows that, with three exceptions, all of the municipalities in the County pay for the full cost of dental coverage. In one of those exceptions, the Village of Piermont, the Village pays 100% of the cost of the individual dental plan while it pays for 50% of the additional cost of the dependant coverage.

TOWN PROPOSAL

The Town proposes no increase in the area of dental insurance costs. Most especially, the Town is concerned about the increased cost of dental insurance in the future which will mean hidden automatic cost increases over which the Town has no control.

6. OUT OF TITLE PAY

PBA PROPOSAL

Under the current collective bargaining agreement, unit members who work at a higher pay grade as a result of filling in due to absences or because of temporary departmental needs, are paid at the rate of such higher pay grade after they have work in it more than 32 hours in a given month. They are then paid for all time then worked after the 32 hours but not for the higher pay grade during the first

32 hours. The PBA argues that the individuals should be paid for the greater responsibility from the time that they undertake it and that there is no rationale for the Town not to do so.

TOWN PROPOSAL

The Town proposes that no change be made in the current language. The Town contends that there is, indeed, a common sense rationale for the language as it exists. Substantial sick leave is available to unit members. The current language avoids the temptation that might exist to take advantage of this sick leave time to the benefit of one's fellow officers, most especially in the area of sick leave, which presents the greatest possibility of abuse.

7. UNIFORM ALLOWANCE

PBA PROPOSAL

The PBA has proposed to increase the current payment of \$560 a year for cleaning and maintenance to \$700 per year. As to Detectives who are currently paid \$300 per year for a clothing allowance, but which is not currently in the Contract, the Union proposes to increase that allowance to \$800 a year and to place it in the Contract together with the current shoe allowance which Detectives receive. As to part-time police officers, the PBA proposes a \$200 per year cleaning allowance. In support of its proposal, the PBA presents their Exhibits 30 and 31. According to the PBA figures, the cost of uniform cleaning per year per police officer is \$669.75 and the cost for cleaning the clothes which Detectives wear averages \$938 per year. They point out that the part-time police officers receive no cleaning

allowance whatsoever, even though they are subject to this expense on a proportional basis as a result of time worked. PBA Exhibit 31 shows that in six (6) municipalities in the County, the employer provides cleaning services for uniformed officers. In two (2) other municipalities, there is an allowance of \$750 a year in one instance and \$800 a year in other instance of payment for both uniformed and non-uniformed personnel. In three (3) of the municipalities which provide cleaning for uniformed employees, they provide for non-uniformed personnel a \$500, \$425 and \$1500 allowance respectively. In South Nyack, part-time officers receive a pro-rata of the uniform allowance received by full time police officers, according to the days actually worked during the year.

TOWN PROPOSAL

The Town proposes no increase in this benefit because it represents another cost increase to the taxpayers.

8. DRUG TESTING PROCEDURE

TOWN PROPOSAL

The Town has proposed to incorporate a Drug Testing Procedure into the Collective Bargaining Agreement to provide for drug testing of unit members.

The Town cites the recent PERB ruling in the CSEA Local 867/Arlington School District decision, (23 PERB 4530) in support of its position. In that case PERB held that where a school district engaged in random drug testing without negotiating with the Union, it did not violate its duty to negotiate under Section 209-ald of the

Act. The Town also cites Caruso v. Ward, 72NY2d432 (1038), which held that random drug testing did not violate the constitutional rights of New York City police officers in the Special Crime Control Unit, as well as Seelig v. Koehler, 76NY2d87, which upheld the random testing of prison guards. It is the Town's position that the courts and applicable agencies have now sanctioned drug testing in key occupations that involve public safety, and that such is necessary in order to protect the public interest.

PBA PROPOSAL

The PBA asserts that the holding of the CSEA/Arlington case is not applicable to the current arbitration. At most, PERB held that the random drug testing of the Arlington bus drivers was not a mandatory subject of bargaining, but they specifically left open the question as to whether and to what extent the District may have a duty to negotiate the testing procedure and its impact. As to the Caruso and Seelig cases, they are particular and specific exceptions to Patchogue - Medford Congress of Teachers v. Board of Education, 70NY2d57, which latter case is still the law of New York State. The Seelig case, which was decided by a four/three vote, was based in part upon the proposition that prison guards (as contrasted to police) have a diminished expectation of privacy because they are subject to a variety of searches as a condition of employment.

The PBA also argues that the Town proposal, if granted without specific and careful safeguards, would place its members in jeopardy of harassment through the unrestricted use of such procedures.

9. GRIEVANCE PROCEDURE

TOWN PROPOSAL

The Town proposes an amendment to the current grievance procedure to fix the time within which the grievance may be initiated. The current language simply says:

The police officer must initiate an action under this procedure within a reasonable length of time after the occurrence of the alleged grievance.

The Town contends that a Statute of Limitations for the initiation of a grievance is a standard clause in a contract grievance procedure. It also points out that the absence of such a clause has lent itself to controversy and uncertainty in the past and it wishes to avoid that element in its future relationships with the PBA. The Town proposes the following clause:

The Employee must initiate an action under this procedure within sixty (60) calendar days after he/she knew or should have known of the occurrence of the alleged grievance.

PBA PROPOSAL

The PBA proposes that the current language remain unchanged. The PBA argues that one PBA contract in Rockland County has no limitation language; three PBA contracts in Rockland County, including the Town's contract contain 'reasonable length of time' limitations; one PBA contract in Rockland County has a 120 day limitation; three PBA contracts have a sixty (60) day limitation; one PBA contract in Rockland County has a forty-five (45) day limitation and one PBA in Rockland County has a thirty (30) day limitation.

10. AWARD

AWARD ON SALARY

Based upon all of the evidence and the arguments submitted and presented by the respective parties, as to wages, the Panel awards as follows:

Effective 1/1/92, 7/1/92, 1/1/93 and 7/1/93, increases in the amount of 4% for patrolmen and for part-time police officers resulting in the following salary schedule:

GRADE	1/1/92	7/1/92	1/1/93	7/1/93
Fifth	\$30,649	\$31,875	\$33,150	\$34,476
Fourth	\$37,165	\$38,652	\$40,198	\$41,806
Third	\$39,600	\$41,184	\$42,831	\$44,545
Second	\$42,544	\$44,246	\$46,016	\$47,857
First	\$49,619	\$51,604	\$53,668	\$55,815
Part time				
Start to 5 yrs	\$9.36	\$9.73	\$10.12	\$10.53
After 5 yrs	\$10.14	\$10.55	\$10.97	\$11.40

As of 1/1/92, sergeants will receive a differential in the amount of 13.5% above first grade patrolmen and detectives will receive a differential above grade or rank in the amount of 5.5%. Effective 1/1/93, sergeants will receive a differential above first grade patrolmen in the amount of 14%; detectives will receive a differential above rank or grade in the amount of 6%. This will result in salaries as follows:

RANK	1/1/92	7/1/92	1/1/93	7/1/93
Sergeant	\$56,318	\$58,571	\$61,182	\$63,629
Detective	\$52,348	\$54,442	\$56,888	\$59,164

Detect/Sgt \$59,415 \$61,792 \$64,853 \$67,447

AWARD ON VACATION

Based upon the facts presented by the respective sides in the dispute, the Panel finds that, effective 1/1/93, a single vacation schedule is appropriate as follows:

Fifth Grade	10 days
Fourth Grade	18 days
Third Grade	18 days
Second Grade	18 days
First Grade and all other Ranks	25 day
After 10 years First Grade and all other Ranks	30 days.

AWARD ON DENTAL INSURANCE

While 100% payment of dental insurance is in line with the majority of the departments in Rockland County, the current financial climate warrants a cap on the cost increases to the employer. Toward that end, as of 1/1/93, the Town will pay 100% of the cost of dental insurance but, in any event, an amount not to exceed \$22.00 per month for individual coverage and \$65.00 per month for family coverage.

AWARD ON OUT-OF-TITLE LANGUAGE

Article III (2) of the Contract shall be amended to read: "Effective 7/1/92 as indicated by Town records, members who work at a higher pay grade shall be entitled to be paid at the rate of such higher pay grade for all time worked in the higher pay grade, provided, however, that where the out-of-pay grade work is due to sick

leave, such work shall not be paid for until such sick leave is in excess of four (4) cumulative days (32 hours) in that calendar month, and then only for such time beyond four (4) cumulative days in such calendar month. This section shall only apply to work performed within the bargaining unit titles; i.e. the highest attainable pay would be that of the Sergeant and/or Detective/Sergeant. (No police officer shall receive Chief of Police pay in the Chief's absence."

AWARD ON CLOTHING ALLOWANCE

The Panel awards a modest a increase in uniform allowance, effective 1/1/92, from \$560 per year to \$605 per year for full time uniformed personnel, and the inclusion of a clothing allowance in the Contract in the amount of \$325 per year for Detectives, plus their current shoe allowance.

AWARD ON DRUG TESTING PROCEDURE

Based upon the facts presented by the respective sides in the dispute, the Panel finds that the incorporation of a Drug Testing Procedure is warranted. The Panel Awards that the Town shall submit a detailed Drug Testing Procedure to the Union. If the PBA and the Town cannot agree on the exact language of the Procedure, it shall be submitted to this Panel, which shall retain jurisdiction of this matter for the sole purpose of issuing formal language on this item.

AWARD ON GRIEVANCE PROCEDURE

The Town's proposed language change shall be incorporated into the new agreement.

PANEL NOTATION

The Panel has made awards on specific proposals as set out supra in this arbitration Award. Any proposals not awarded or discussed in this Award are rejected. All other provisions and language contained in the 1990-91 Agreement are hereby continued, except as specifically modified in this Award.



FRANK MC GOWAN
Public Panel Member & Chairman

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

On this _____ day of May, 1992, before me personally came and appeared FRANK MC GOWAN to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Notary Public

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

----- X
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THE TOWN OF HAVERSTRAW,

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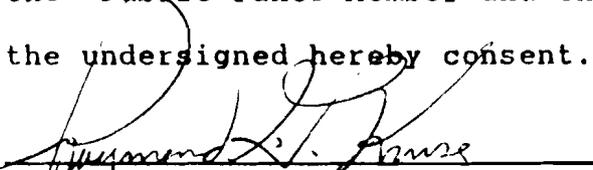
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JUL 24 1992

CONCILIATION

INTEREST ARBITRATION AWARD PROCEDURE

The undersigned members of the Panel in the above referenced Interest Arbitration hereby agree that the decision shall be issued by the Public Panel Member and Chairman, Frank McGowan, to which award the undersigned hereby consent.



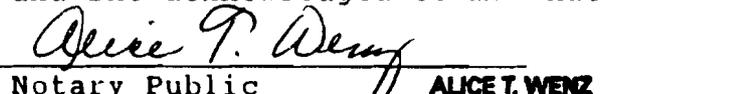
RAYMOND G. KRUSE
Employee Organization Panel
Member



SEAN D. PURDY
Employer Panel Member

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

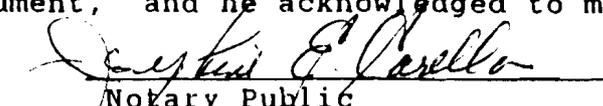
On this 21 day of May, 1992, before me personally came and appeared RAYMOND G. KRUSE, to me known and known to be the individual described in the foregoing Instrument, and she acknowledged to me that he executed the same.



Notary Public ALICE T. WENZ
Notary Public, State of New York
4647162
Certified in Rockland County
Commission Expires Feb. 28, 1994

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

On this 21st day of May, 1992, before me personally came and appeared SEAN D. PURDY to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.



Notary Public

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JOSEPHINE E. CARELLA
Notary Public, State of New York
No. 4658868
Qualified in Rockland County
Commission Expires Feb. 28, 1994