

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

INTEREST ARBITRATION PROCEEDING

In the Matter of the Interest Arbitration

between

THE COUNTY OF ROCKLAND

and

UNITED FEDERATION OF POLICE, INC. (on behalf
of CRIMINAL INVESTIGATORS AND SENIOR
CRIMINAL INVESTIGATORS IN THE DISTRICT
ATTORNEY'S OFFICE)

OPINION and AWARD
PERB #IA91-031;
M91-114

RECEIVED

MAR 30 1994

INTEREST ARBITRATION PANEL:

Bonnie Siber Weinstock, Chairperson
Gerald Connor - Employer-Designated Member
Anthony Solfaro - Employee Organization-Designated
Member

APPEARANCES:

For the County: Jack Schloss, Esq. - Labor Counsel
Stephen Drummond - Department of
Personnel
Clinton Toms - Deputy Budget Director
Tom Dwyer - Insurance Coordinator

For the Union: Wilson & Franzblau by Kenneth Franzblau,
Esq. - Counsel
John Casey - President
Robert J. Carneiro - Director of Labor
Relations, NYS Fed. of Police
John Gould - Detective Lieutenant
Stephen Colantonio - Criminal
Investigator
Edward Fennell - Consultant/Witness
Peter Modafferi - Chief of Detectives
Harvey Eilbaum, Esq. -(former) Chief
Assistant District Attorney
Sheriff James Kralik - Rockland County
Sheriff
Chief William Collins - Chief,
Clarkstown Police
Det. Sgt. Leo Costa - Suffern Police
Kenneth Gribetz, Esq. - District
Attorney, Rockland County

The County of Rockland ("County" or "Employer") and the United Federation of Police, Inc., on behalf of Criminal Investigators and Senior Criminal Investigators in the District Attorney's Office ("Union") were engaged in negotiations for a successor to the collective bargaining agreement which expired on December 31, 1991. When no agreement was reached by the parties directly, a Declaration of Impasse was filed on or about July 2, 1991. Thereafter, the Public Employment Relations Board ("PERB") designated a Mediator to assist the parties in reaching a settlement. When mediation did not resolve the impasse, the Union filed for compulsory interest arbitration on or about October 23, 1991. By letter dated February 18, 1992, PERB designated the undersigned Interest Arbitration Panel ("Panel") pursuant to Section 209 of the Taylor Law (NY Civ. Svc. L. §200 et seq.).

This impasse has a rather lengthy history. The parties met with the Chairperson of the Panel ("Chairperson") on July 7 and August 5, 1992 in informal sessions in an effort to narrow the scope of the dispute and resolve some issues. Thereafter, a succession of hearings were postponed by the parties. Formal hearings were held on March 4 and 5, April 1, May 17, July 19 and July 26, 1993, at which an extensive record was developed in this proceeding. The transcribed record was approximately 800 pages, and the parties submitted 6 Joint Exhibits, 66 County Exhibits, and 45 Union Exhibits (some with multiple parts). In addition,

the parties offered extensive argumentation in support of their respective positions. The formal record was declared closed on August 19, 1993 upon the Chairperson's receipt of the final transcript. The Panel met in executive session on numerous occasions, and held telephonic conferences as well.

At the close of the record, and with the strong recommendation of the Chairperson, the parties engaged in additional discussions in an effort to resolve this impasse. Most significantly, the Chairperson discussed with the Panel and with the parties the advisability of voluntarily agreeing to waive the provisions of Section 209.4(c)(vi)¹ of the Taylor Law to permit the Panel to issue an award with more than two years duration. After extended discussions among themselves, the parties could not agree. Accordingly, the instant Interest Arbitration Award ("Award") is for a term of two years, in accordance with the Taylor Law.

This Award is based upon a thorough evaluation of all of the evidence and argument in the record. For purposes of brevity, some of the positions articulated by each side, and the

¹ Section 209.4(c)(vi) provides:

the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

reasons therefor, have been summarized in this Opinion. The Opinion herein is that of the Chairperson of the Panel, and does not purport to state the views of the party-designated members of the Panel, whether or not they concur in the Award.

THE UNIT

The unit which is the subject of this proceeding consists of approximately 17 employees in the following titles: Criminal Investigator and Senior Criminal Investigator in the office of the District Attorney of Rockland County.

ISSUES BEFORE THE PANEL

In its Petition for Interest Arbitration, the Union placed 17 issues before the Panel. In the course of the interest arbitration hearing, three of the Union's demands were withdrawn. In addition, the County added health insurance to the list of issues before the Panel. Each of these items is discussed below. After a brief description of the parties' positions, the decision of the Panel is noted.

In constructing a package of benefits, the Panel has tried to balance the County's fiscal concerns and need for flexibility, with the employees' interests in fair wages and improved benefits. The Panel has considered the factors of ability to pay, the interests and welfare of the public, comparability with other groups of employees in both the public and private sectors, and the nature of the work in issue.

With respect to the matters at issue herein, the Award noted below must be viewed as a "package", where the rationale for each item is predicted upon its impact on the total package.

A. COMPARABILITY

At the hearing, an extended amount of testimony and documentary evidence were offered by the Union to establish that the nature of the work performed by Criminal Investigators and Senior Criminal Investigators is akin to the work performed by detectives in a municipal police department. The County disagreed, and asserted that while the unit employees perform an investigative function, there are at least 13 other titles within the County who also perform investigative services, and whose training and job skills are similar to those of the Criminal Investigators. The County asserts that these other County employees are the appropriate reference group.

The Panel has carefully considered the positions of the parties with respect to the matter of comparability, and finds that these employees are appropriately compared to police investigators within the County and in surrounding towns and municipalities. We reach this conclusion for the following reasons. First, the testimony of District Attorney Gribetz clearly indicated that the employees in this unit perform a service essential to the prosecutorial work of the District Attorney. Since the County does not have its own detectives, these employees perform that function. Mr. Gribetz testified

that Criminal Investigators perform more difficult and more intricate investigations than a local police department would perform. Mr. Gribetz called the Criminal Investigators "detectives and more", and disavowed any notion that they were "quasi-law enforcement personnel" (TR at 293-94).² To him, they are "law enforcement personnel to the fullest." Thus, the head of the department in which the Criminal Investigators and Senior Criminal Investigators work has no doubt whatsoever that this unit performs a police function. The Panel finds this testimony most compelling.

The Criminal Investigators Unit takes jurisdiction over most felony cases and all complex white collar crime investigations in the County. If a town within the County needs help with an investigation, the Criminal Investigators are sent. Further, at the County's insistence, Chief Modafferi is a member of the Rockland County Police Chiefs, the umbrella organization for all police units in the County. Thus, the record reveals that Criminal Investigators serve the same function as detectives in a police force.

Second, the County issues Criminal Investigators firearms, handcuffs, bullet proof vests, communication equipment, and some also carry shot guns. They must qualify at least twice each year with firearms. Some perform undercover work, including infiltration work which is stipulated to be very dangerous. At

² Citations to the record of hearing appear as "TR at ___."

times, they are involved in video and electronic surveillance, and court ordered wiretaps. Criminal Investigators often work with other law enforcement units, such as the NYS Police, FBI, DEA, Secret Service and local police. Criminal Investigators investigate the full array of crimes contained in the Penal Law, and they make arrests. None of the other "investigators" in the County's employ are required to complete police basic training (though some have firearms training), nor would experience in those positions entitle an employee to transfer into a position as a Criminal Investigator.

Third, when the County studied whether it would form a county police department, the study commission included Criminal Investigators within the category of employee who would be a "detective" without the need for further training. The Rockland County Sheriff testified that Criminal Investigators are "full fledged detectives."

Finally, Section 1.20(34g)³ of the Criminal Procedure Law defines police officer to include Criminal Investigators. In addition, Section 207-c of the General Municipal Law includes Criminal Investigators in the category of employee who receive special workers compensation-type benefits like police officers. Thus, the job training, skill, and hazards of employment render this unit similar to other police units. The County

³ Criminal Procedure Law §1.20(34g) provides:
"Police Officer." The following persons are police officers:...an investigator employed in the office of a district attorney;....

officials who work with the Criminal Investigators were very clear in their testimony that these employees function as police officers performing an investigative function. All expressed some degree of umbrage at the notion that Criminal Investigators are "quasi" law enforcement personnel. To them, Criminal Investigators are clearly performing a police function.

This Panel is persuaded that police are an appropriate reference point in assessing comparability. The Panel hastens to add, however, that these employees are County employees, and as such, they have certain similarities and community of interest with other County employees represented by other units. These factors are also given appropriate weight throughout this Opinion and Award.

B. DURATION

The predecessor collective bargaining agreement expired on December 31, 1991. Accordingly, pursuant to Section 209.4(c)(vi) of the Taylor Law, the term of the collective bargaining agreement covered by this Award would be January 1, 1992 through December 31, 1993 ("Agreement").

C. WAGES

The Union proposed a 9% across-the-board wage increase for each year of the Agreement. The Union provided wage settlements for other police units in the County and in neighboring towns and counties in support of its demand. This

unit contends that a 9% wage increase is needed to bring these employees up to the level of other police units. The Union offered expert testimony in support of its view that the County has the ability to pay for the wage increases proposed because this is a very small unit whose salary increases would have a minimal impact on the overall County budget.

The County, on the other hand, proposed no increase in the first year of the Agreement, 3% increase in the second, and 4% increase in the third. In support of its position, the County offered extensive argumentation regarding the fiscal position of the County. In general, the County cites the massive layoffs (317 according to County Exhibits 42 & 43),⁴ its need to borrow \$75 million just to meet regular operating expenses, and the fact that the County increased the sales tax twice in one year. The County therefore insists upon no wage increase in the first year of the Agreement for this unit, just as all other County units have accepted no wage increase for 1992.

The County also urges that these employees are extremely well paid. They take direction from Assistant District Attorneys whose salary and benefits are lower than those of the unit members. The County urges that this factor must be considered when assessing an appropriate wage increase.

⁴ County Exhibit 65 reveals that the layoffs were accomplished by abolishing approximately 170 vacant jobs, and 130 jobs that were actually filled.

During the course of these extended proceedings, the County settled with its largest unit, the Civil Service Employees Association, representing approximately 2500 County employees. That contract had expired on December 31, 1991, the same time as this unit's agreement expired. The County and the CSEA negotiated the following salary increases: 3% effective January 1, 1993; 4% effective January 1, 1994 and 5% effective January 1, 1995.

The Panel has carefully considered the positions of the parties, as well as the data presented by both sides on comparability. The District Attorney testified that this unit performs a valuable service. In fact, he was quite supportive of the positions asserted on behalf of the unit. Nevertheless, the County makes a compelling argument that the sincerity of its claim of inability to pay is documented in the massive layoffs which occurred in 1992. A majority of the Panel concurs with the County's position that it would be highly inappropriate to grant a wage increase to one unit in the face of crippling layoffs. Accordingly, a majority of the Panel finds that there should be no wage increase in 1992.

The Panel finds that an appropriate wage increase for the term of this Agreement would be: zero in 1992; a 2.5% across-the-board wage increase effective January 1, 1993 and a 2.5% across-the-board wage increase effective July 1, 1993. The Panel believes that the mid-contract wage increase will have the effect of lessening the impact of the total wage increase on the

County's fiscal condition, while recognizing that these employees are entitled to a wage increase, and would have endured a one year salary freeze.

The Panel is further persuaded that the wage increase awarded, though slightly larger than the increase agreed to in the CSEA negotiations, is more modest than that which was paid to other police units in the towns in Rockland County. (See Appendix A for a salary comparison.) A majority of the Panel rejects the Union's position that the interest arbitration proceeding should be the vehicle for bringing this unit up to the salary level of detectives in the surrounding towns. Instead, this Panel finds that a more modest wage increase is appropriate, and the County can afford the increase awarded for 1993.

D. PLAINCLOTHES ALLOWANCE

The Union sought an increase of four cents (\$0.04) per hour in the plainclothes allowance. The County opposed any change because of the fiscal implications of it, unless the across-the-board wage increase was adjusted appropriately to reflect any expenditure in this category.

The Panel recommends no change in the plainclothes allowance in view of the other recommendations herein which have fiscal implications.

E. LONGEVITY

The expired agreement grants Criminal Investigators longevity increases after 10, 15 and 16 years of service. The Union demands longevity after 5, 10, 15 and 20 years of service. The Panel has carefully studied the record evidence relating to this demand, and finds that the Superior Officers Council and Correction Officers each receive some longevity after 5 years of service. The Panel recommends that longevity payments be changed from 10, 15 and 16 years, to after completion of 5, 10, 15 and 20 years of service. In all other respects, the longevity provisions of the expired agreement are to remain in force.⁵ Specifically, as in the past, the first longevity step shall be five percent (5%) of the base salary listed on Step E. Thereafter, each longevity step shall be 5% above the prior step.

F. HEALTH INSURANCE

The County sought to make a proposal regarding health insurance. As a threshold matter, the Union Moved to Strike any testimony regarding this proposal because the County failed to file a response to the Union's Petition for Interest Arbitration in which it might have raised any County proposals. The Union therefore asserts that the matter was not properly before the Panel.

The Panel hereby denies the Union's Motion to Strike

⁵ The value of the longevity in the expired agreement had been 5% for each longevity step.

and finds that this proposal is properly before the Panel. Rule 205.6(a) of PERB's Rules of Procedure provides that a party may file an improper practice charge to object to the arbitrability of a particular matter. It further states, "Objections as to arbitrability may include, but not be limited to, the following circumstances: (1) a matter is not a mandatory subject of negotiations; (2) a matter proposed was not the subject of negotiations prior to the petition; (3) a matter proposed had been resolved by agreement during the course of negotiations." The Chairperson finds it noteworthy that the Union did not allege that the County failed to propose this matter in prior negotiations. Instead, the Union's objection stemmed from the failure of the County to respond to the Union's Petition for Interest Arbitration on which the County could have asserted the proposals it believed were still open.

The Panel finds that the statutory mandate in Section 209.4 requires the arbitration Panel to "hold hearings on all matters related to the dispute." (emphasis added) The Panel is persuaded that this very significant County demand was part of the negotiations which led to this impasse, and all parties knew it was part of the basis for the impasse. Accordingly, it is within the Panel's jurisdiction to award on this matter. However, should any proceeding before PERB or a court determine that this Panel did not have jurisdiction to consider this proposal, it shall be severed from the instant Award. As indicated below, the Panel declines to award any change in

health insurance. The Panel further notes that even if the Union's Motion to Strike had been granted, and if the health care proposal had not been considered, no changes would have been made in the other items discussed by the Panel and made a part of this Award.

On the merits of its health care proposal, the County argued that it needed fiscal relief from the spiraling costs of health insurance. It asserted that its costs for health insurance have increased an average of 15% for each of the last 7 years. The County proposed that new hires contribute toward the cost of their health insurance for a period of five (5) years. The County asked that the amount of contribution be: 10% of the cost of the premium for individual coverage, and 15% of the cost of the premium for family coverage.

The Union opposed any contribution by current employees or new hires. Upon thorough consideration of the evidence presented, the Panel is persuaded that in view of the hazards of employment of this unit, this longstanding benefit should not be changed at this time. In the give-and-take of direct negotiations, the parties may choose to agree to modify the health insurance program, but this Panel will not do so. The Panel recommends no change in the current health benefits structure.

G. DENTAL INSURANCE

Currently, employees receive dental insurance for themselves, and the benefit is fully paid by the Employer. The Union asks that the benefit be extended to employees' dependents, at no cost to the employee. In view of the fiscal implications of the other benefits awarded in this contract, the Panel declines to grant this proposal.

H. RETIREMENT

At the outset, the County sought to declare this matter a non-mandatory subject of negotiations, and it filed a petition for declaratory ruling with PERB. PERB dismissed the petition as untimely. Accordingly, the Panel may rule on this demand.

The Union asks for a 25 year retirement plan for Tier 3 and Tier 4 members. The current benefit is at age 62 (or age 55 with reduced benefits). The Panel finds that this demand would be quite expensive to implement, and in view of the Panel's desire to expend limited funds to the benefit of as many unit members as possible, the Panel declines to recommend this proposal.

I. FAMILY SICK LEAVE

The Union proposed that an employee be given 10 days of sick leave for family illness. The Panel finds that the current benefit, which permits an employee to use up to 7 days of their sick leave for an illness in the family, is sufficient. The

Panel recommends no change in the current benefit.

J. SICK LEAVE BANK

The Union asked for a sick leave bank for members who have exhausted their sick leave. It proposed that such a bank be funded by the County and by the Union. No such benefit currently exists in the expired agreement, though the Sheriff's Deputies Association contract does contain a sick leave bank.

The sick leave bank provision applicable to the Sheriff's Deputies is funded by "contributions" of excess time from co-workers, and is repaid by the employee receiving the advance. This system benefits an employee who suffers a catastrophic illness or injury, and is an appropriate reward to employees who regularly face dangerous situations at work.

The Panel recommends that this unit receive the same Sick Leave Bank benefits as are contained in the Sheriff's Deputies contract. The Panel holds that the following provision should be included in the Agreement:⁶

(1) Sick Leave Bank - Effective January 1, 1994, there shall be established a sick leave bank to be administered by the Union. Upon completion of one year of regular full time service, each employee will give eight (8) hours of accumulated sick leave credits to the bank, thereafter four (4) hours of sick leave each year shall be given to the bank. (If an employee does not have enough sick leave credits to give to the bank, that employee will not be eligible for credits from the bank until the employee has

⁶ The parties may choose to have documentation pertaining to this benefit sent to the County Department of Personnel, or some other designee of the District Attorney. If the parties mutually agree to such a substitution, that would not violate the spirit of this Award.

made the appropriate sick leave credits to the bank.) The total of sick leave credits shall be furnished to the President of the Union by the District Attorney, in January of each year. A record of accumulation and approvals shall be maintained by the Union and at least once every three months it shall furnish a summary of transactions in the bank to the District Attorney.

Each approval of award of sick leave credits must certify that there are sufficient sick leave credits available in the bank for distribution. If the credits in the sick leave bank are exhausted, no awards or approvals can be made.

(2) An employee will be eligible to receive credits from the sick leave bank after all the employee's paid leave has been exhausted. Eligibility for benefits under Section 207(c) of the General Municipal law shall be a bar to obtaining credits from the sick leave bank.

(3) Awarding of sick leave credits shall be at the sole discretion of the Union, and in any event cannot exceed the maximum accumulation available in the bank at the time of approval.

(4) The employee must submit current medical reports, i.e., no more than two (2) months old, on the nature of the illness or disability. The reports must give the diagnosis, course of treatment, and a prognosis, including when the employee may return to work.

(5) If approved, the Union may award up to 160 hours of such leave credit each year after serving a waiting period of ten (10) days. The waiting period shall start with the first day off due to illness, and may be any combination of paid leave or unpaid leave.

(6) Any approval, together with supporting documents shall be submitted to the District Attorney for processing through the payroll system.

(7) Notwithstanding anything to the contrary, this section is not to be a bar to any other lawful action that might be taken by the District Attorney, for example, disciplinary action, or denial of sick leave, nor will it require extension of employment that otherwise would have been terminated.

(8) Any balance in the sick leave bank on December 31st of each year shall be carried over to the sick leave bank for the following year.

(9) After the employee returns to duty, the District

Attorney agrees to deduct 1 hour per paycheck from the employee's sick leave accrual until credits advanced by the sick leave bank are repaid in full. The employee may agree to repay advanced credits back at a faster rate.

K. VACATION

The expired agreement provided that each employee earns 10 days vacation after one year of completed service. The Union proposed that this be increased to 15 days. It further proposed a scale with increasing amounts of vacation, such that after 9 years of service, an employee would earn 30 days vacation, instead of the current 18 days. In view of the obvious expense attendant to this demand, the Panel declines to recommend a change in vacation benefits at this time.

L. INDEMNIFICATION

The Union has proposed an indemnification benefit, but it has offered no specifics regarding the plan nor justifications therefor. As a result, the Panel cannot determine how the requested benefit would differ from indemnification currently provided. The Panel therefore declines to recommend a new indemnification benefit.

M. PERSONAL PROPERTY DAMAGE

The Union proposed that employees be reimbursed for repair and replacement of personal property destroyed or damaged in the performance of duty. The Union offered no specifics regarding this proposal. Accordingly, the Panel declines to

recommend this benefit.

N. TUITION REIMBURSEMENT

The Union asked for a tuition reimbursement plan in which the County would pay the full cost of tuition, books and reasonable expenses in obtaining college credits. The record reveals that a tuition reimbursement plan exists in the CSEA unit, though it certainly is not as broad as the Union's proposal. The Panel is persuaded that the County benefits when its employees pursue higher education in a field related to the employee's work, and it is a worthwhile program when the County partially subsidizes that endeavor. However, it is certainly appropriate to safeguard the County by giving it final authority on approval of courses, and by limiting the County's total annual financial expenditure for this benefit.

The Panel finds that a tuition reimbursement program should be established consistent with the plan that exists in the CSEA agreement. However, since this unit is much smaller than the CSEA, and the number of employees who can take advantage of the program is 17, the Panel finds that the County should be responsible for not more than \$6,000 annually, for the life of this Agreement. Unused monies do not carry over to the next year. To implement this benefit, the Panel recommends the following provision:

A. Tuition Reimbursement Benefit

Each qualifying employee shall be eligible to receive reimbursement of college tuition fees up to a

maximum of four hundred dollars (\$400.00) per annum.

B. Qualifying College Course

1. Courses taken at an accredited institution of higher learning which clearly improve present job skills and/or would provide the employee with knowledge or skills necessary for another position within the bargaining unit are eligible. This shall also include courses offered by other institutions certified or licensed by the New York State Department of Education that, similarly, improve job related skills.

2. Applicants wishing pre-approval of the courses that they intend to take must submit catalogue description of same to the District Attorney at least three (3) weeks before the commencement of classes.

3. The County retains the ultimate right to determine whether or not specific courses meet eligibility requirements.

C. Payment Reimbursement

1. Payment reimbursement will be made subsequent to submission of official transcripts to the District Attorney showing successful course completion.

2. Applications for reimbursement must be submitted within six (6) months of course completion.

3. The maximum reimbursement for each year of this agreement for all employees utilizing this program shall be Six Thousand Dollars (\$6000.00). Requests for reimbursement once that allocation is reached may be denied.

O. PERSONAL LEAVE

The Agreement currently provides for 4 days of personal leave credited on the anniversary date of the agreement. The Union asked that the benefit be increased to 5 days, and credited

on January 1st of each year. The County presented information to reflect that all County bargaining units, except Rockland Community College, also receive 4 personal days. The Panel finds no justification for changing the personal leave provisions of the expired agreement at this time.

P. BEREAVEMENT LEAVE

The expired agreement provided for 3 days leave if a death occurred in the immediate family of a unit member, and 1 day leave for the death of a spouse's grandparents or siblings. The Union asked for 5 days bereavement leave for a death in the member's immediate family or their spouse's family.

The record reflects that all collective bargaining units in the County, with the exception of Rockland Community College, have the same bereavement leave benefits as the Criminal Investigators. The Panel finds no reason to increase this leave at this time. The proposal is rejected.

AWARD

The instant Award resolves the terms and conditions of employment that were in issue between Rockland County and the Union representing the Criminal Investigators and Senior Criminal Investigators, for the period January 1, 1992 through December 31, 1993. It is with a great sense of frustration that the Panel's Award is issued for a period which has now expired. Thus, the parties must immediately commence negotiations for a new agreement. Such a situation produces neither stability in labor relations nor the economical use of either party's time and resources. The Panel hopes that both sides will approach their current negotiations with a sincere desire to conclude negotiations without resort to the interest arbitration process.

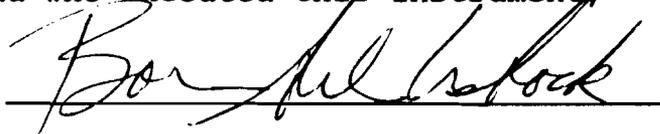
For all of the reasons set forth in the above Opinion,
the Panel respectfully submits this Interest Arbitration Award.


Bonnie Siber Weinstock, Chairperson

State of New York) ss.:
County of Suffolk)

I, BONNIE SIBER WEINSTOCK, do hereby affirm that I am
the individual described in and who executed this instrument,
which is my Opinion and Award.

March 25, 1994

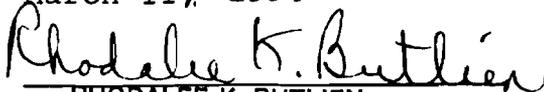



Gerald Connor, Employer Designated
Member

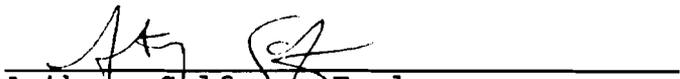
State of New York) ss.:
County of Rockland)

I, Gerald Connor, do hereby affirm that I am the
individual described in and who executed this instrument, which
is my Opinion and Award.

March 11, 1994


RHODALEE K. BUTLIEN
NOTARY PUBLIC STATE OF NEW YORK
NO. 5003989
QUALIFIED IN ROCKLAND COUNTY
Commission Expires November 9, 1994 4

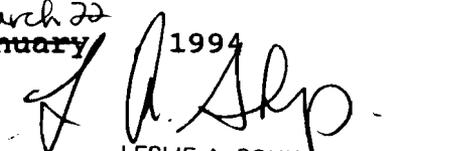


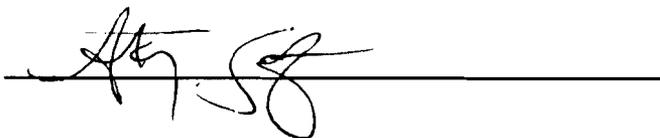

Anthony Solfaro, Employee
Organization - Designated
Member

State of New York) ss.:
County of Rockland)

I, Anthony Solfaro, do hereby affirm that I am the
individual described in and who executed this instrument, which
is my Opinion and Award.

March 22
January 1994


LESLIE A. SOUKUP
Notary Public, State of New York
Qualified in Orange County
Commission Expires December 2, 1995



APPENDIX A
SALARY COMPARISONS

(Note: salaries are in effect as of 1/1/92 unless otherwise noted.)

A. In Rockland County	<u>Low</u>	<u>High</u>
CRIMINAL INVESTIGATOR	\$49,110	\$60,667
Assistant District Attorney	\$33,078	\$46,453
Probation Officers	\$29,472	\$35,598
Support Investigators	\$21,237	\$25,547
Medical Investigator	\$39,111	\$47,286
Identification Officer	\$42,339	\$51,205
Correction Officer	\$25,299	\$39,258
Patrol Officer	\$23,678	\$46,020
 B. Other		
Orange County Criminal Invest. hired before 8/22/87	\$30,916	\$46,242
hired after 8/22/87	\$30,916	\$40,921
Westchester County CI	\$55,214	
SCI	\$64,602	
Dutchess County	\$33,579	\$41,823
Ramapo - Detective 3	\$61,198	
Piermont Police Dept. (1st Gr.)	\$50,791	(6/1/92)
South Nyack (1st Gr.)	\$52,377	
Town of Haverstraw - Detective	\$52,348	
Village of Haverstraw - Detect.	\$53,156	(6/1/92)
Orangetown - Detective	\$58,637	
Spring Valley - Detective	\$58,982	(1/2/93)
Suffern - Detective	\$61,337	(1993)
Clarkstown - Detective	\$61,337	(1993)