

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the :
Interest Arbitration :

- Between - :

Case No. M2011-371
IA-2012-02

TOWN OF HAVERSTRAW :

"Town" :

- and - :

TOWN OF HAVERSTRAW :
POLICE BENEVOLENT ASSOCIATION :

"PBA" :

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APPEARANCES

For the Town

Lance H. Klein, Esq., Labor Counsel
Jaclyn Goldberg, Esq., Labor Counsel
Charles Miller, Chief of Police
Martin Lund, Lieutenant

For the PBA

Scott Frendel, Esq., Attorney
Brian Block, PBA President
Spencer Littman, Intern

BEFORE: HOWARD C. EDELMAN, ESQ., CHAIRMAN OF THE PANEL
RONALD A LONGO, ESQ., PUBLIC EMPLOYER PANEL MEMBER
KEITH BRAUNFOTEL, ESQ., PUBLIC EMPLOYEE PANEL MEMBER

BACKGROUND

The Town and the PBA are parties to an Interest Arbitration Award whose term expired on December 31, 2010. Negotiations did not result in a successor Agreement. Neither did mediation. Consequently, the undersigned Interest Arbitration Panel was constituted to determine terms and conditions of employment. Hearings were held before us on June 12, 2013 and July 8, 2013. In addition, the Panel met in executive session on September 17, 2013, whereupon the record was closed. This Opinion and Award follows.

POSITIONS OF THE PARTIES¹

PBA

The PBA seeks wage increases of eight per cent for 2011 and 2012. While recognizing that these improvements exceed the settlements achieved in nearby jurisdictions, they are justified, it argues. This is so, in the PBA's view, because its wage structure is the lowest of all comparable jurisdictions in the area. Hence, it maintains, its salary proposal is reasonable and should be granted.

¹To expedite these findings, the positions of the parties have been summarized.

Concerning longevity, the PBA asks that this stipend be increased from one per cent above a top grade Officer's salary to two per cent. This improvement is warranted, it maintains, because the current stipend falls below similar jurisdictions elsewhere.

The PBA notes that its current work schedule produces 1948 hours per year. Hence, it insists, the divisor for hourly compensated benefits should also be based on a 1948 hour work year.

Concerning fixed midnight shifts, the PBA acknowledges the right of the Town to create this shift. However, it urges, the shift should be comprised first with volunteers and then with Officers in inverse order of their seniority.

Night differentials should be increased by the following amounts, according to the PBA:

- fifteen per cent of the employee's applicable rate for all hours worked between 0000 and 0800, effective January 1, 2011.
- ten per cent of the employee's applicable rate of pay for all hours worked between 1600 and 0000, retroactive to January 1, 2011.

The PBA notes that Officers in other jurisdictions enjoy the 384e plan in the Policemen and

Firemen's Retirement System. It sees no reason why Haverstraw's Officers should be saddled with an inferior plan.

Released time for PBA Officers is necessary to conduct its business, it maintains. Consequently, it asks that the President or his/her designee be given fifteen released days per year and that three Officers be granted one tour off when negotiations are conducted.

The Agreement's Sick Leave provision should be amended, the PBA suggests, to permit the Town to require a doctor's note after an Officer is absent more than three days.

Concerning uniforms, the PBA asks for an additional \$1.00 per hour for uniform cleaning and maintenance. This increase is necessary, it alleges, to keep pace with the higher cost of maintaining uniforms.

The PBA notes that the current life insurance benefits provides for less than an Officer's yearly salary. Consequently, it seeks a substantial increase in this coverage.

As to leaves, the PBA contends that that the current Agreement provisions are inadequate.

Consequently, it seeks an increase of five vacation days and a total of ten personal leave days.

The PBA asserts that its proposals are reasonable and consistent with the statutory criteria.² Thus, it asks that they be granted as presented.

Town

The Town asserts that numerous "give backs" are necessary in light of difficult economic and operational conditions. Consequently, it makes the following proposals:

- a requirement that all Officers on the LDI Squad rotate to an 8-4 and 4-12 shift.
- no wage increase during the life of the Award.
- a full sick leave provision as presented at the hearing.
- a 207-c provision which limits economic benefits to those on 207-c to salary, health and dental emoluments.
- limitations on Officers' right to time off based upon sick leave, training, personal leave, military leave and bereavement leave usage.
- a procedure for granting time off requests whereby vacations shall be set on December 15 of the preceding year and other requests shall be submitted at least two hours in advance, unless the Agreement provides otherwise.

² See discussion, below.

- a requirement that all Officers pay twenty per cent of their health insurance premiums.
- permitting the Chief to schedule up to five days of training without additional compensation.
- a moratorium on advancement to new grades and longevity during the life of this Award.
- amending Article III(2) to permit out of title pay only after eight consecutive days of such assignment.
- granting the Chief the right to change work shifts for all members of the bargaining unit.
- a reduction in the vacation allowance for Officers after their first year of employment to ten days plus one day for each year of service, with one additional day per year up to 25.
- the right to revoke time off requests other than vacation if staffing falls below acceptable levels.
- the deletion of Article XIX (Fringe Benefits) and Article XXIV (Discharge and Discipline).
- amending Article V to provide that any exchange of shifts must be made straight up on the same day.
- a requirement that any outside income earned while an Officer is on LDI or paid sick leave be returned to the Town.
- requiring a Sergeant on duty to remain there pending relief by another Sergeant.
- overtime payments at the time and one-half rate after 40 hours worked in a work week.

- Officers subject to a call out will be required to work at least four hours.
- capping sick leave pay upon retirement to \$50,000.
- reducing personal leave for new hires as follows:
 - Year 1 - 2 days
 - Year 3 - 3 days
 - Year 5 - 4 days

and payment of \$100 per day to unit members for unused personal leave.

Like the PBA, the Town contends its proposals reflect the Taylor Law criteria. Therefore, it asks the Panel to adopt them in their entirety.

DISCUSSION AND FINDINGS

Several introductory comments are appropriate. As Interest Arbitrator I derive my authority from Section 209.4 of the Civil Service Law of the State of New York ("Taylor Law"). That statute sets forth the criteria I must apply in reaching my determination. These criteria are:

- a. comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions 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 interest 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 profession, 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.

Section 209.4(V) of the CSL

With these criteria in mind and based solely on the record adduced at the hearings, as well as the arguments of the parties, the Panel issues the following findings.

1. Duration of Award

As the parties are aware, decisional law mandates an Award not to exceed two years unless the parties agree otherwise. Here, letters from duly authorized representatives of the Town and the PBA empowered the Panel to issue an Award covering a four year period, from January 1, 2011 through December 31, 2014.

Moreover, this agreement and authorization makes labor relations sense. We are at the end of 2013. An Award covering only two years would return the parties to the negotiations table immediately upon the issuance of these findings. Labor relations stability strongly supports the four year duration agreed to by the parties. Accordingly, We find, the Award shall encompass the period January 1, 2011 through December 31, 2014.

2. Wages

Obviously, the most significant part of any interest arbitration finding is the wage package. It has the largest impact on the Town's finances. It is of greatest interest to bargaining unit members. A proper determination of salary increases to be awarded, if any, involves an analysis of the Taylor Law criteria set forth above.

The first criterion is commonly referred to as the "comparator" one. That is, it requires a comparison of the wages of Town Police Officers with that of Officers in similarly situated jurisdictions.

Much has been written about what are the appropriate comparators in this case. In 2004, I rendered an Award between these parties. In that

case I rejected the Town's claim that jurisdictions outside Rockland should be used as comparators, in addition to those within the County. In doing so I followed a 1999 finding by Arbitrator Joel Douglas restricting comparators to bargaining units within the County.

It is true that since 2004 in at least one instance an Interest Arbitrator expanded the range of relevant jurisdictions to consider non-County units. Suffice it to say, there is a division of authority among arbitrators. However, I am not persuaded that Haverstraw's demographics, or those of other areas, have changed so substantially since 2004 as to negate my prior conclusion. Thus, I reaffirm my finding that Rockland County jurisdictions are the appropriate comparators to be considered here.

What do those comparisons reveal? The chart listed below is instructive:

SALARY % INCREASES

MUNICIPALITY	2011	2012
Clarkstown	2.5%	2.5%
Orangetown	2.25%	2.25%
Stony Point	2.0%	2.0%
Average	2.25%	2.25%

It is true Ramapo gave its Officers raises of 4 per cent for 2011 and 2012. However, I am convinced, these increases are "outliers" and are entitled to little weight in this dispute.

Should these average increases be replicated here? For the most part they should. The Town does not seriously dispute its ability to pay reasonable increases. Indeed, in a Memorandum of Agreement which it signed,³ it agreed to pay wage raises of 2.5 per cent for 2011 and 2012, though each raise was effective the last day of the year. Thus, awarding a similar raise here comports with the Town's ability to pay and other settlements within the County.

It is true that the 2011 and 2012 County average is .25 per cent less than the amount I am awarding. However, as noted below, these increases will not be

³ The MOA was not ratified by the Union.

implemented on the first day of each year. As such, while the 2011 and 2012 average is 2.25, a somewhat higher figure is warranted, I am convinced. It is reasonable in light of the delayed implementation of all yearly salary raises, and benefits which have not been awarded and which are less favorable here than in other jurisdictions.⁴ Thus, I find that a 2.50 per cent rise in the salary structure is justified for both years.

As to 2013 and 2014, a number of jurisdictions have not settled. Some are at impasse, awaiting the result of interest arbitration proceedings. However, the limited data does not suggest that there will be substantial deviations, either up or down, from the 2.5 per cent figure awarded for 2011 and 2012. Therefore, I conclude, the same increases in the salary schedule are warranted for 2013 and 2014.

On the other hand, I do not find that the increases should be awarded at the beginning of each year. The Town has demonstrated that it has a substantially declining fund balance, decreasing from 9.7 million dollars in 2008 to less than six million at the end of 2011. In addition, costs have outpaced

⁴See, for example, personal leave, uniform allowance.

revenues since 2006. For 2012 the difference exceeds six million dollars. Thus, while the unexpended fund balance remains substantial, it is likely to decline significantly in the foreseeable future.

In light of these data, I find that the annual raises of 2.5 per cent for 2011, 2012, 2013 and 2014 should be staggered. As a result, the impact on the Town's cash flow and unexpended balance will be lessened. At the same time, Officers' pay rates will continue to rise in a manner consistent with other, similarly situated jurisdictions. Accordingly, I conclude, salaries should be increased as follows:

Effective July 1, 2011 - 1.25 per cent
Effective December 31, 2011 - 1.25 per cent
Effective July 1, 2012 - 1.25 per cent
Effective December 31, 2012 - 1.25 per cent
Effective January 1, 2013 - 1.25 per cent
Effective July 1, 2013 - 1.25 per cent
Effective January 1, 2014 - 1.25 per cent
Effective July 1, 2014 - 1.25 per cent

4. Section 207-c

The parties agreed to a modification of the benefit entitlement of Officers who are on 207-c leave in the rejected Memorandum of Agreement. I find that their bargain on this issue should be incorporated into the Panel's Award. However, inasmuch as the Award is retroactive for 2011 and 2012 and prospective

for part of 2013 and all of 2014, the implementation dates contained in the MOA must be adjusted accordingly. Thus, effective January 1, 2014, bargaining unit members who have remained on 207-c status for one continuous year shall no longer accrue sick leave. If an Officer returns to work during 2014 or thereafter, his/her accrued sick time shall be prorated.

5. Longevity

Some increase in this benefit is warranted. As of 2011, longevity here is lower than most comparable jurisdictions. While it exceeds the lowest by \$2,000 after thirteen years of service, it is \$5,700 below the highest. In light of this disparity, an adjustment is in order. Given these figures I find that longevity should be increased from 1.0 per cent to 1.125 per cent of a first grade Patrolman's base salary, effective January 1, 2014. This date reflects the delayed savings in eliminated accrued sick leave for those on Section 207-c leave for 2012 and 2013. To make up for this loss the longevity improvement should also be delayed, as indicated above.

6. Health Insurance

There is no doubt that premiums will continue to rise. There is also no doubt that there is an ever-growing trend for employees to pay some portion of these increases. However, to grant all or part of the Town's proposal ignores the delayed raises ordered above. It also would mean that Haverstraw would be the first jurisdiction in the County to require Officers to pay toward their health insurance. While someone has to be first, that role is better left to a community where wages and other benefits exceed Haverstraw's. Consequently, this proposal is not awarded.

7. Shift Differential

The PBA has not convinced me that a change in the current formula is justified. Haverstraw, at eight per cent, stands in the middle. For example, Ramapo and Clarkstown are ten per cent and Orangetown is six per cent. Stony Point⁵ is eight per cent. Haverstraw's current mid-point status should remain.

⁵All these are Rockland County municipalities.

8. Hourly Compensation

The current divisor for hourly compensation is 2080 hours. It is true that Officers work 1948 hours. However, the 2080 hour figure has been in effect for decades. The absorption by the Village's police force which utilized the higher figure to calculate hourly stipends was addressed in a grievance arbitration which resolved this matter. In light of the Town's increasing costs and the general wage increases awarded, it would be burdensome to grant this proposal of the PBA's. It is rejected.

9. Retirement Plan

Granting the PBA's proposal would require a substantial increase in Retirement Fund contributions, one which, I find, the Town cannot reasonably afford. Consequently, this demand is denied.

10. Uniform Allowance, Leaves of Absence, Life Insurance

While there may be some inequities in these areas when other jurisdictions are examined, the disparities are not so great as to justify the imposition of the PBA's proposals on any of these issues. They are not awarded.

11. Time Off

The Town's proposals are rejected. Essentially, they would reduce, in some cases eviscerate, various leave benefits Police Officers enjoy. The fact remains that these benefits generally fall within the mid-range of other police jurisdictions. Just like the shift differentials should not be raised, the time off enjoyed by members of this unit is not so much better than others that they must be reduced. Consequently, the Town's proposals limiting either the amount of time off or the manner in which time off is requested are rejected.

12. Out of Title Pay

It is legitimate for those working in a higher title to be paid for the increased responsibilities. Barring such pay until an Officer has served eight days in the higher rated position violates this principle. Accordingly, this proposal is not awarded.

13. Training Without Compensation

The Town has not cited sufficient comparative data which would warrant training days at no pay. This proposal is not approved.

14. Advancement to New Grades

The Town asked for a moratorium on advancement to new grades and titles. Advancement to Sergeant, Lieutenant, etc. or to higher grades forms the basis of the salary structure and the promotional system in the Police Department. Absent dire fiscal circumstances, a moratorium should not be implemented, I find. While the Town faces serious economic difficulties, I am not persuaded they are so severe as to justify the adoption of this proposal.

15. Elimination of Article XXIX (Fringe Benefits) and XXIV (Discharge and Discipline)

While these proposals are tenable (see for example decisional law regarding the right to discharge Officers), I do not find a sufficient basis to award them. They are rejected.

16. Capping Personal Leave and Sick Leave Payouts

The record does not demonstrate the necessity of capping these payments. These proposals are rejected.

17. Limit on Outside Pay When Employees are Out Sick or on Disability

This proposal has facial appeal. After all employees should not be allowed to "double dip." However, banning all outside earnings or reducing

benefits by amounts earned disadvantages Officers who, when well, work two jobs. Thus, while it is appropriate to punish employees who are malingerers, this demand should not be implemented.

18. Midnight/Overlapping Shifts

The parties' rejected MOA contains a midnight/overlapping shift agreement. I find that implementing the shifts as indicated therein gives the Town needed operational flexibility without unduly modifying the rights of Police Officers. Accordingly, the MOA as modified by the Panel is to be implemented. See Attachment A.

19. Sick Leave

It is important that Police Officers who are out sick have a uniform, regular procedure with which they must abide. As modified by the Panel, the proposal made on this issue should be incorporated. Attachment B reflects these and other changes which, I find, should be memorialized into this Award.

18. Other Proposals

All other proposals of the parties, whether or not addressed herein are rejected.

In sum, the findings contained herein are consistent with the rights of the bargaining unit and the interests of the Town. They also comport with the statutory criteria set forth in the Taylor Law. Accordingly, they are to be implemented as indicated. It is so ordered.

AWARD

(M2011-371; IA-2012-02)

1. Term of Award

January 1, 2011 - December 31, 2014

2. Wages

Wages shall be increased as follows:

Effective July 1, 2011 - 1.25 per cent
Effective December 31, 2011 - 1.25 per cent
Effective July 1, 2012 - 1.25 per cent
Effective December 31, 2012 - 1.25 per cent
Effective January 1, 2013 - 1.25 per cent
Effective July 1, 2013 - 1.25 per cent
Effective January 1, 2014 - 1.25 per cent
Effective July 1, 2014 - 1.25 per cent

3. Longevity

Effective January 1, 2014, longevity shall be increased from 1.0 per cent to 1.125 per cent of a first grade Patrolman's base wage.

4. Section 207-c

Effective January 1, 2014 bargaining unit members who have remained on Section 207-c status for one continuous year shall no longer accrue sick leave while on 207-c status. If the bargaining unit member returns to service in 2014 or thereafter, his/her sick leave shall be pro-rated.

5. Midnight/Overlapping Tours

Articles V and VI of the Collective Bargaining Agreement are amended to incorporate the provisions of Attachment A.

6. Sick Leave

Attachment B shall be incorporated into the Collective Bargaining Agreement by replacing the existing Article X Section 7 and deleting the first sentence of Article X Section 8.

7. Other Proposals

All other proposals of the parties, whether or not addressed herein, are not awarded.

DATED: *November 15, 2013*

Howard C. Edelman
HOWARD C. EDELMAN, ESQ.,
ARBITRATOR

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

I, Howard C. Edelman, 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.

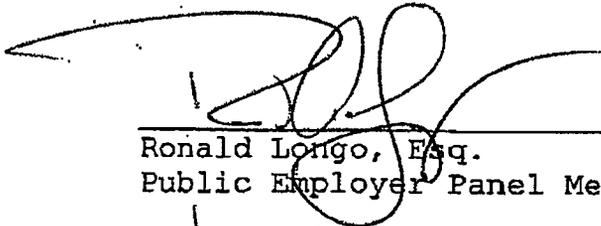
DATED: *November 15, 2013*

Howard C. Edelman
HOWARD, C. EDELMAN, ESQ.,
ARBITRATOR

Town of Haverstraw/PBA
M2011-371; IA-2012-02

Concur

X



Ronald Longo, Esq.
Public Employer Panel Member

Dissent

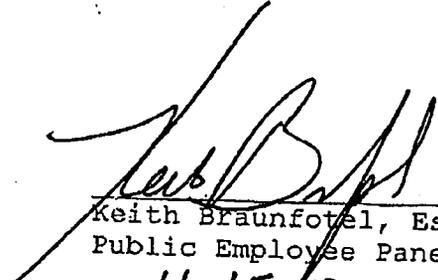
Date

November 15, 2015

Town of Haverstraw/PBA
M2011-371; IA-2012-02

Concur ✓

Dissent _____



Keith Braunfotel, Esq.
Public Employee Panel Member
11-15-13

Date

ATTACHMENT A
MIDNIGHT/OVERLAPPING SHIFTS

A. MIDNIGHT SHIFT

1. Effective January 1, 2014 a permanent midnight shift will be instituted as set forth below.
2. The Midnight shift will be staffed, first with volunteers and, if additional staff are required to fill the squads, thereafter with Officers starting with the lowest seniority.
3. The Midnight shift shall be between the overlapping hours of 11:00 pm and 8:00 am.
4. Officers working the 11:00 p.m. - 7:00 a.m. and the 12:00 a.m. - 8:00 a.m. shall be entitled to the night differential. However, the parties agree that except for officers assigned to those shifts, the night differential may only be earned for time worked between the hours of 12:00 a.m. - and 8:00 a.m. Any Officer who is regularly scheduled to work a shift that goes beyond 12:00 a.m. will have the shift differential applied from 11:00 p.m.
5. Officers assigned to the Midnight shift shall not rotate. They shall be assigned to a Midnight shift as provided herein.
6. The Midnight shift will be comprised of three (3) mini-squads. One (1) Sergeant will be appointed per mini-squad.
7. The workweek will continue to be in accordance with the 4-2 work schedule as outlined in Article V, Section 4B of the CBA.
8. Midnight Shift assignments will be for a one-year period. A yearly selection shall be made from among those wishing to volunteer for such shift based upon highest seniority of those volunteering to be undertaken for each year by November 1st¹ of the preceding year. Sergeants and/or Officers who are on the LDI squad or on long term illness at the time of

¹ For 2014 shift assignments, this date shall be December 15, 2013.

yearly shift selection, will be deemed ineligible to make a yearly shift selection and will be appointed to a respective Squad.

9. A Sergeant or Officer returning to work from a long term illness or line of duty injury after the shift selection process noted above may request to be placed back on his/her respective Midnight shift if the Sergeant or Officer who was appointed to the Midnight shift who he/she would replace volunteers to return to a non-Midnight shift assignment. Sergeants or Officers who return to their former assignments voluntarily may be subject to loss or cancellation of previously submitted approved time off requests. The Sergeant and/or Officers who returns to the Midnight shift will submit for approved time-off from the remaining days.
10. As noted above Sergeants and Officers may elect midnight shift assignments based upon the highest seniority. In the event that not enough Sergeants and/or Officers elect the Midnight shift assignments voluntarily, Sergeants and/or Officers will be appointed to the Midnight shift assignment based upon lowest seniority.
11. Sergeants and/or Officers who do not volunteer for and are appointed to the Midnight shift, will only be so appointed for a maximum of two consecutive years plus any partial year. After a period of two consecutive years plus, the next least senior Sergeant or Officer will be appointed to the Midnight shift. However, if such Sergeant or Officer is assigned due to LDI or long term illness or injury, such appointment will terminate upon the yearly selection process.
12. Sergeants and/or Officers who "elect"/volunteer for the Midnight shift may be removed from the night shift at the discretion of the Chief, for due cause.
 - a. In order to remove an Officer from the Midnight shift, the Chief or his designee must indicate in writing, with a copy to the PBA President, the following information:

- i. Identify the reason for removal, including but not limited to productivity improvement required of the officer: i.e. service calls, arrests, vehicle and traffic stops, parking tickets. In doing so the Chief acknowledges New York Labor Law Article 7 section 215A, which provides that an officer may not be discriminated against for failure to meet certain quotas. Productivity is to be determined objectively for each Officer, each situation and each shift.

- ii. If productivity is the reason for removal, the Chief shall identify in writing the period of time the Chief used in calculating the lack of productivity. Calculation of productivity may be no less than ninety (90) calendar days. The Chief shall not remove a Sergeant or Officer for productivity reasons prior to providing at least thirty (30) calendar days to make improvements in productivity. After at least thirty (30) days from the receipt of the Officer or Sergeant of the Chief's warning for productivity, the Chief or his designee shall in writing inform the Officer whether or not his/her productivity has improved to acceptable standards and whether or not he/she is going to be removed from the Midnight shift. In the event the Chief elects to remove the Officer for productivity reasons from the Midnight shift, the Chief will give at least fifteen (15) days notice of the shift change. Said notice shall be in writing and shall notify the Officer of the squad and shift to which he/she will be assigned.

- iii. Except as provided in (ii) above, the Chief shall not remove a Sergeant or Officer for any reason other than misconduct prior to providing at least thirty (30) calendar days to make an improvement in the deficiency noted in the written warning. In the event the Chief elects to remove the Officer for the noted deficiency the Chief will give at least fifteen (15) days notice of the shift change. Said notice shall be in writing and shall notify the Officer of the squad and shift to which he/she will be assigned.

- iv. Should the Chief determine to remove a Sergeant or Officer for misconduct no warning need be provided.
 - v. Notwithstanding the provisions of the grievance procedure, should a grievance be filed related to the determination of the Chief to remove an Officer from the midnight shift, the non-prevailing party shall be responsible for the full cost of the arbitrator's fee.
 - b. In the event that an Officer or Sergeant is subject to removal from the Midnight shift for purpose other than misconduct, he/she shall be allowed to rebid the Midnight shift at the next available opportunity. However, if the Officer or Sergeant is removed twice, he/she may not rebid for the Midnight shift until the November of the year after the year the Officer or Sergeant was removed.
13. Sergeants and/or Officers may be reassigned up to five (5) training days per calendar year, whereby any Sergeant's or Officer's shift assignment may be re-assigned to facilitate the training needs of the department, provided however, that such re-assignment is accompanied by reasonable notice and does not interfere with selected time off.
14. All squad assignments will be made by the Chief and/or designee with Midnight shift assignments to be consistent with the above process.

B. OVERLAPPING SHIFTS

1. Effective January 1, 2014, the current shift schedule (8:00 a.m. - 4:00 p.m.; 4:00 p.m. - 12:00 a.m.; 12:00 a.m. - 8:00 a.m.) shall be modified to include overlapping shifts for each tour of duty as follows:

Midnight Overlapping Shift - 11:00 p.m. - 7:00 a.m.

Day Overlapping Shift - 7:00 a.m. - 3:00 p.m.

Evening Overlapping Shift - 3:00 p.m. - 11:00 p.m.

- a. Officers assigned to the even number squads (i.e., 2, 4, etc.), shall be assigned to the Day (7:00 a.m. - 3:00 p.m.) and Evening (3:00 p.m. - 11:00 p.m.) overlapping shifts with the remaining squads assigned to the regular tour.
 - b. Each midnight squad shall be assigned to cover both the regular and overlapping midnight shifts (12:00 a.m. - 8:00 a.m. and 11:00 p.m. - 7:00 a.m., respectively), as follows: Each midnight squad will work a rotating midnight schedule of two (2) consecutive shifts on the regular midnight shift (12:00 a.m. - 8:00 a.m.) followed by two (2) consecutive shifts on the overlapping midnight shift (11:00 p.m. - 7:00 a.m.).
2. In the event that there is an absence in staffing falling below the minimum requirements during the overlapping hour between shifts, the parties agree to the following:
 - a. Where the Town has been provided with at least twenty four (24) hours notice of an officer's absence from a shift resulting in a staffing shortage, an officer from the squad assigned to the corresponding regular or overlapping shift shall have his/her shift changed to cover the shift (for example, if an officer calls out from a 7:00 a.m. - 3:00 p.m. shift resulting in a staffing shortage, an officer from the 8:00 a.m. - 4:00 p.m. shift shall have his/her shift changed to cover the 7:00 a.m. to 3:00 p.m. shift, or vice versa). Officers shall be canvassed according to seniority, from highest to lowest, for coverage of the shift on a volunteer basis. In the event that no officer volunteers to change shifts, the Town may assign the shift to the least senior officer from the corresponding regular or overlapping shift.
 - b. Where the Town has been provided with less than twenty four (24) hours notice of an absence resulting in a staffing shortage, officers from an outgoing shift shall be canvassed by rank and seniority, from highest to lowest, to cover the shortage on a volunteer basis, on overtime. In the event that no officer volunteers, the Town

may assign the junior officer, in rank and seniority, from the outgoing shift to cover the shortage.

3. Time off requests shall be predicated upon the officers assigned to both the regular and overlapping shifts.

ATTACHMENT B

**Town of Haverstraw Police Department
Sick Leave Procedure**

I. REPORTING SICK LEAVE PROCEDURE

When a member of the bargaining unit is subject to illness or injury (other than 207-c related) which would prevent that member from reporting for a scheduled tour of duty, or prevent the proper performance of duty or where the officer is unable to report to duty due to family illness which qualifies for absence with pay under the Collective Bargaining Agreement, the following shall apply.

1. Any member of the Department who cannot report for a scheduled tour of duty due to illness/injury which prevents the proper performance of duty shall notify the Department in the following manner:

(a) A member reporting sick or family sick shall notify the Desk Officer by telephone or in person at least two (2) hours prior to the start of their scheduled tour, unless disability occurs during this period.

(b) The member reporting sick or family sick shall provide the following information to the Desk Officer:

- (1) Nature of illness/injury (fully explained).
- (2) The address and phone number of the member's location.
- (3) The date and tour of duty the member was scheduled to work.
- (4) The name, address and phone number of the member's attending physician (if such information is available).
- (5) The number of days that the member anticipates being out sick.

2. When on sick leave or family sick, a member shall not leave his/her residence for reasons other than medical aid or treatment during his/her tour. In the event that a member requests to leave his residence or place of confinement for other than medical aid or treatment, the Chief of Police or his designee may at his discretion, after making the appropriate inquiry, approve said request. In the event the said request is approved, the member will not engage in any activity or conduct which would interfere with his/her recovery process or which would further aggravate his/her illness.

3. If a member leaves his/her residence or place of confinement as approved, he/she will immediately notify the Desk Officer of same. The Desk Officer will document that notification by making an entry in the CAD system.

4. Upon the member's return to his/her residence or place of confinement, he/she will immediately notify the Desk Officer of same. The Desk Officer will document the notification by making an entry in the CAD system.

5. A member, who has reported sick for duty, is subject to a visit or other communication by the Chief of Police or his designee. The member must be available by land line phone at his/her residence during the shift. Failure to respond to such a call during such shift shall result in discipline and loss of pay for such shift.

6. A member who has reported sick for duty will be required to speak personally with the Chief of Police, or his designee, unless he/she is physically incapable of doing so.

7. A member who has reported sick for duty may be required to submit to the Chief of Police or his designee a letter from a duly licensed Physician, Dentist, or Chiropractor stating the nature of illness/injury, the course of treatment, the dates on which the member was or will be examined, and the anticipated time before the member will be fit to return to duty.

8. The Chief of Police, or his designee, may require a member who has been absent because of personal illness or disability, prior to and as a condition of his return to work, to be examined at the expense of the Town, by the Police Surgeon or by a physician designated by the Chief of Police, to establish that he is not disabled from the performance of his duties and that his return to work will not jeopardize his own health, or the health and safety of other employees or the public.

9. A member, upon being approved to return to duty by the Police Surgeon or Town designated physician, will report for duty when ordered to do so. If the member wishes to dispute the order he/she may immediately submit additional medical documentation for the consideration of the Chief of Police.

10. No member will feign illness or injury, falsely report him/herself ill or injured, or otherwise deceive or attempt to deceive any official of the Police Department, or its representative, as to the condition of his/her health. Any violation of the same will result in discipline.

11. The member upon returning to duty from sick leave will submit a medical note as described above for any absence of three (3) days or more. The member will be required to provide such medical documentation to the Department substantiating such inability within two (2) days of return to duty.