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In the Matter of Interest Arbitration

between the

VILLAGE OF SOLVAY, N.Y.

and the

SOLVAY POLICE BENEVOLENT ASSOCIATION, INC.  
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DECISIONS

of the

ARBITRATION PANEL

PERB Case No.: IA 94-022  
M94-077

**PANEL MEMBERS:**

Mr. Henry A. Ford - Public Member and Chairperson  
Mr. Rocco A. DePerno, Esq. - PBA Appointed Member  
Mr. Matthew R. Fletcher, Esq. - Village Appointed Member

**Appearing for the Parties:**

**For the PBA:**

Ms. Ann McGrath, Esq.  
Ms. Karen Khanzadian, Esq.  
DePerno, Khanzadian, & McGrath

**For the Village:**

Mr. Garry A. Luke  
Chief Negotiator

**I. BACKGROUND**

The PBA bargaining unit consists of approximately fifteen (15) Police Officers and the Village and the PBA are parties to a labor agreement which expired on May 31, 1994. Negotiations for a successor agreement up to and including mediation were not successful in accomplishing a new agreement. On November 10, 1994 the PBA petitioned the New York State Public Relations Board (PERB) seeking compulsory interest arbitration pursuant to the provisions of the N.Y.S. Civil Service Law, Part 205. PERB then designated an Arbitration Panel consisting of the above named members, to hold a hearing on issues at impasse and to render its decision on same.

The Panel held a hearing in Solvay on May 11, 1995 with a continuance on June 1, 1995, at which times the parties were given full opportunity to present both oral arguments on the issues as well as supporting written data. July 15, 1995 was scheduled for the submission of post-hearing briefs and the Panel declared the hearing closed on that date.

**II. ISSUES and DECISIONS:**

Following are the issues that are at impasse and the decision reached by the panel on each after its study and consideration of the data offered by each party in support of their respective positions.

A. Here the Village proposes the elimination of the first paragraph of Article 13, page fifteen (15) of the agreement, such article entitled, "Entire Agreement and Modification." The first paragraph of this article makes it essentially a "past practice" clause and this is the apparent basis for the Village's proposal to eliminate it.

However, this issue is currently the subject of an Improper Practice Charge before PERB.

**DECISION:** The Panel members unanimously agree and find that this issue is beyond the scope of its jurisdiction since it is currently the subject of an Improper Practice Charge, thus barring any ruling by the Panel on the issue.

B. Sick Leave:

The Village proposes to modify the last paragraph of Article 5, sub. 5.3, Sick Leave, with specific language as noted in Village Issue #1, page 26 of the Village's brief of June 1, 1995.

**DECISION:** The Panel members unanimously agree that the modification as proposed by the Village be incorporated. The Panel finds that the proposed procedure, while not now contractual, are currently being followed in the main and should be made part of the agreement.

C. Scheduling:

Both parties have proposals to modify the language of Article 5, Vacations, Holidays and Scheduling, specifically that language of subsection 5.7, Scheduling, paragraph d., which requires each Officer to attend, without compensation, one (1) annual three (3) hour firearm training session.

The PBA proposes that Officers not be required to volunteer for such training while the Village proposes that Officers also attend other training as directed not to exceed forty (40) hours annually and without compensation.

**DECISION:** The Panel members unanimously agree with the change as proposed by the PBA and deny the change as proposed by the Village.

D. Vacations:

a) The PBA seeks here to add to Article 5, Vacations, Holidays and Scheduling, language which would allow two (2) Officers to take their vacations at the same time if so requested. The PBA further proposes that the vacation schedule of the Lieutenant shall not interfere with the vacation scheduling of other Officers.

b) In another vacation issue, the PBA proposes that certain Officers be allowed past credited service time in computing their vacation time eligibility. Past credited service time would be the number of years the Officer may have worked in another police department(s).

**DECISION:** Panel members unanimously deny any changes as proposed by the PBA in a) above. Considering the size of the force, the Panel feels the Village should continue to maintain its current flexibility in scheduling vacations.

The Panel members unanimously agree with the PBA's position in b) above and therefore awards Officer Wood twenty-one (21) days vacation for the 1995 vacation year. This rectifies an inconsistency in the vacation time distribution.

**E. Longevity Increment:**

The PBA proposes that certain officers be granted a longevity increment of \$250.00 to compensate for an inconsistency in the awarding of post credited service time. This is a situation similar to the previous vacation proposal made in D. b) above.

**DECISION:** The Panel members unanimously agree with the PBA's proposal noting the apparent inconsistency or error in the application of past credited service time as it applies to past credited service and awards a \$250.00 increment to Officers Morris, Perrigo, and Mossotti.

**F. Health Insurance:**

a) The Village proposes that the PBA members contribute to the premium cost of their health insurance coverage. Currently the Village pays 100% of the cost for both single and family coverage.

b) The PBA proposes that the Village pay 100% of the cost of health insurance for retirees with twenty-five (25) years of police service. Currently the Village pays one-third (1/3) of the premium cost and the retirees pay two-thirds (2/3) of the cost for health and dental insurance coverage. This is a Village policy and is non-contractual.

**DECISION:** The Panel members unanimously reject any changes in the current method of premium payments for both current employees and retirees and further agree to continue the non-contractual board policy regarding retirees.

**G. Wages:**

The positions of the parties at the hearing in respect to wage increases were as follows:

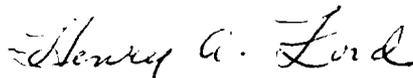
	Increase <u>Effective June 1, 1994</u>	Increase <u>Effective June 1, 1995</u>
Village	1.55 % (\$500 across board)	1.51 % (\$500 across board)
PBA	6.50 %	6.50 %

**DECISION:** The Panel makes the following award regarding a wage increase:

<u>Effective June 1, 1994</u>	<u>Effective June 1, 1995</u>
4.0%	4.5%

**NOTE:** Village Board member Mr. Fletcher was not in agreement with the Panel's decision on the wage increase and dissented.

Respectfully submitted,

  
Henry A. Ford  
Chairperson

  
Rocco A. DePerno, Esq.

  
Matthew R. Fletcher, Esq.

Date: September 27, 1995

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VILLAGE OF SOLVAY, N.Y.

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SOLVAY POLICE BENEVOLENT  
ASSOCIATION, INC.

DISSENTING OPINION

PERB CASE NO.:

IA 94-022

M94-077

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During the course of the deliberations on the arbitration proceeding, the panel discussed the issue as to the appropriate amount for a wage increase. As the representative selected by the Village of Solvay, it was my position that the panel should not recommend an increase in salary for wages in excess of four (4.0%) percent for each year. It was my further position if there was to be a higher wage increase awarded by the panel that the increase in costs for wages should be offset by requiring that members of the negotiating unit contribute to the cost of the health insurance premium.

I took this position for two reasons. First, the ability of the Village of Solvay to pay for continuing increases for compensation and benefits for members of the negotiating unit has been significantly impacted by the relatively recent reduction in real property valuation. Mayor DeSantis correctly pointed out, I believe, that the Village has deferred expending money for a number of public projects as a direct consequence of the closing of Allied Chemical and that it is manifestly unfair to the tax payers of the community to make what amounts to an increase in compensation in excess of the cost of living at a time when the Village needs to meet its obligations to provide capital improvements for the benefit of the entire community.

The second reason that I have is that the recently completed negotiations with the AFSCME Unit representing the highway and electric departments of the Village resulted in other employees of the Village being required to make a modest contribution to the cost of health insurance. It is

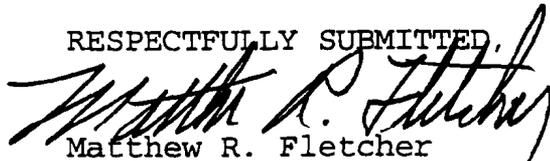
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my belief that the police officers should be required to make a similar contribution.

When consideration is given to the criteria of ability to pay and comparability of benefits with other area municipalities, as well as, Village employees, it is my belief that if a salary increase in excess of four (4.0%) percent is to be awarded then a contribution for health insurance premiums similar to that required of other employees should also be required of the police officers.

It is for these reasons that I respectfully dissent from the award and the panel members' decision on the issue of the amount of the wage increase.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Matthew R. Fletcher", written in a cursive style.

Matthew R. Fletcher

Dated: October 6, 1995

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