

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL**

In the Matter of the Arbitration	:	
between	:	
	:	
Town of Clay	:	
Public Employer	:	
	:	INTEREST
	:	ARBITRATION
and	:	AWARD
	:	
Clay Police Benevolent Association	:	
Employee Organization	:	
	:	
PERB Case No. IA97-014; M96-378	:	

BEFORE:

 MONA MILLER
 Public Panel Member and Chair

 JAMES ROWLEY
 Employer Panel Member

 ROCCO A. DEPERNO, ESQ.
 Employee Organization Panel Member

APPEARANCES:

 FOR THE TOWN OF CLAY:
 Dennis E. Jones, Chief Negotiator

 FOR THE CLAY POLICE BENEVOLENT ASSOCIATION:
 Ann McGrath, Esq.

PROCEDURE:

In accordance with the statutory provisions applicable to compulsory interest arbitration pursuant to Civil Service Law, Section 209.4, the panel conducted a Pre-Hearing on January 9, 1998. The hearing was held on March 26, 1998. Executive sessions were conducted in person on June 25, 1998, and by a conference call on July 9, 1998.

Following the hearings, the panel met in executive session to consider all of the evidence and arguments presented by the parties, with particular attention to meeting the requirements of the statutory criteria. The panel reached a unanimous decision on each of the issues included in this Award.

BACKGROUND:

The Town of Clay is the second largest in population in Onondaga County, exceeded only by Syracuse and is the largest in square miles. The Police Benevolent Association (PBA) is the certified bargaining representative for police, including titles of patrol officers, sergeant, and lieutenant.

The collective bargaining agreement of 1994-96 expired on December 31, 1996. Negotiations and mediation efforts failed to resolve the outstanding issues. On July 14, 1997, the Association filed a petition for interest arbitration (JX3). On July 25, 1997, the Town filed its response to the petition (JX4).

Prior to the hearing, the Town requested, and PERB agreed, to replace its member of the Panel. The town supervisor, the original appointee, was ill and unable to participate. James Rowley, who replaced him, attended the hearing and participated in the executive sessions.

Both parties were represented by counsel for the hearing. They were afforded full opportunity to explain in detail the contents of their pre-hearing briefs. In addition, they were able to introduce other evidence and to examine and cross-examine witnesses and to make argument in support of their respective positions.

The panel, having received all of the arguments and supporting evidence from both parties, deliberated in executive session, reviewing all of the evidence and arguments presented by the parties. The parties agreed that certain items would be withdrawn and on which items would be included in the award. During the

executive session the panel was able to find common ground for unanimous agreement for this award.

The terms of this agreement were evaluated against the statutory criteria specified in Section 209.4 of the Civil Service Law.

- a) comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees 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 qualification; 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.

It should be noted that the panel carefully considered and reviewed arguments and evidence with respect to each of the criteria mandated by the statute. The parties presented more than sufficient data in support of each argument and position. In arriving at the unanimous award, the panel took all of the data, evidence, and arguments into consideration.

The agreements as set forth below constitute this final award.

INTEREST ARBITRATION AWARD

STIPULATIONS

These issues were resolved by the parties prior to the interest arbitration hearing. At the request of the parties these agreements are incorporated in this Award.

1. Up to four days of sick leave available annually may be used for family illness of an employee's parent, spouse, child or sibling. Effective as of the date of this Award.
2. The deferred compensation program made available to other employees of the Town will be extended to the employees within this bargaining unit. Effective as of the date of this Award
3. The Town will continue to include longevity increments as part of base wages for the purpose of computing overtime.

I. Term of Award

This is a four year award, as agreed upon by the parties with full understanding of the statute's limitation of an interest arbitration award to two years. The parties specifically extended the jurisdiction of the panel for the purpose of issuing a four year award. This award begins January 1, 1997, and ends December 31, 2000.

II. Wages - Across the board increases as follows:

Effective	1/1/1997	-	3.5%
Effective	1/1/1998	-	3.5%
Effective	1/1/1999	-	2%
Effective	7/1/1999	-	2%
Effective	1/1/2000	-	2%
Effective	7/1/2000	-	2%

III. Longevity

Effective 1/1/97, each longevity increment listed in Article 6, Section 2 is increased by \$100. This schedule of longevity increments remains in effect for 1997-2000.

IV. Vacation

Article 8 is amended to eliminate the two-tier schedule, effective as of January 1, 1999. The new schedule is as follows:

Each full-time employee within the bargaining unit will be eligible for:

7 days vacation after 6 months
 12 days vacation after 1 year
 14 days vacation after 5 years
 15 days vacation after 8 years
 16 days vacation after 10 years
 17 days vacation after 12 years
 23 days vacation after 15 years

V. Sick Leave

Effective as of the date of this Award, an employee may convert up to twenty-five days of accumulated unused sick leave at \$100 per day upon retirement. The remaining eligibility requirements are unchanged.

The sunset provision for conversion remains unchanged, extending this benefit to the date of the expiration date of this Award.

VI. Bill of Rights - Article 4

The language in Article 4q providing for "reasonable" time for an officer to contact with an attorney or PBA representative remains unchanged.

VII. Disciplinary Hearings - Article 12

The parties will select a mutually agreeable panel of impartial hearing officers for the purpose of conducting disciplinary hearings under Section 75 of the New York State Civil Service Law. The authority of the hearing officer will be limited to findings of fact, advisory opinions on the charges, and recommendations on penalty if the officer is determined to be guilty. If the parties cannot agree upon the selection of a hearing officer they will request American Arbitration Association to appoint one.

The cost of the hearing officer and the stenographic record of the hearing will be divided equally between the parties.

VIII. Retirement - The Retirement Plan in effect remains unchanged.

IX. Preparation of 1997 - 2000 Agreement

The 1994-1996 agreement shall be amended to reflect the terms of this Interest Arbitration Award and shall be reproduced as the 1997-2000 Agreement.

X. Remaining Issues

All other terms of the 1994-96 Agreement remain in effect unless modified by means of this Award. Any other proposals of issues not specifically modified by this Award are withdrawn.

SIGNATURE PAGE

I DO HEREBY AFFIRM UPON MY OATH AS CHAIR OF THE PANEL THAT I AM THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THIS INSTRUMENT, WHICH IS MY AWARD.



MONA MILLER
Public Panel Member and Chairman

9/29/98
DATE

Concur



ROCCO A. DEPERNO, ESQ.
Employee Organization Panel Member

9/18/98
DATE

Concur



JAMES ROWLEY
Employer Panel Member

9/15/98
DATE