

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In The Matter of The Interest Arbitration Between
LYONS POLICE ASSOCIATION, LOCAL 3684

AND

VILLAGE OF LYONS, NEW YORK

PERB Case No. IA2004-024; M2004-054

FINAL AND BINDING
OPINION AND AWARD
OF TRIPARTITE
ARBITRATION PANEL

The Public Arbitration Panel members are:

PUBLIC PANEL MEMBER AND CHAIRPERSON:

Peter A. Prosper
P. O. Box 5436
Clifton Park, New York 12065

PUBLIC EMPLOYEE PANEL MEMBER:

Richard Lesniak
Staff Representative
Law Enforcement Officers Union
Council 82, AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

PUBLIC EMPLOYER PANEL MEMBER:

Daniel C. Wissman
Labor Relations Consultant
15 Tall Acres Drive
Pittsford, New York 14534

APPEARANCES: For the Lyons Police Association

Ennio J. Corsi, Esq.
Law Enforcement Officers Union
Council 82, AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

For Village of Lyons

David W. Lippitt, Esq.
The Powers Building, Suite 732
16 West Main Street
Rochester, New York 14614

JAN 20 2006

Pursuant to the provisions of Civil Service Law, Section 209.4, Richard A. Curreri, Esq., Director of Conciliation of the New York State Public Employment Relations Board, designated the undersigned on March 30, 2005, as the Public Arbitration Panel for the purpose of making a just and reasonable determination on the matters in dispute between the Village of Lyons ("Village") and the Lyons Police Association, Inc. ("Association" or "Union"). The prior Collective Bargaining Agreement between the parties covered the period from June 1, 2001 through May 31, 2004. Although the Agreement expired, it remains in full force and effect pending this Award.

The Village of Lyons is located in Wayne County midway between Rochester and Syracuse. It has a population of 3,695, The Village Police Department has eight (8) full-time police officers and four (4) part-time police officers, excluding the Chief. Of the full-time positions, three are classified as Sergeants and the other five are Patrol Officers. The Department operates twenty-four hours per day. Department employees work a rotating schedule where each officer works four days and then has two days off. There are four shifts

The City has one other bargaining unit consisting of the Teamsters Local 118 which represents all other represented workers in the Village.

The parties commenced negotiations for a successor agreement and met on several occasions, but were unable to reach agreement. The Association filed for Mediation and Charles Leonard of the Western New York Regional office of the Public Employment Relations Board was appointed mediator. He conducted three mediation sessions which were unsuccessful in resolving the impasse. The Association filed a Petition for Compulsory Interest Arbitration on February 17, 2005. The City filed its amended response on March 31, 2004. Hearings were held in the Village of Lyons, New York on July 22, 2005, at which all parties were provided opportunity to introduce evidence, present testimony, summon witnesses, cross-examine witnesses, and otherwise support their respective positions on the outstanding issues. The parties filed post hearing briefs which were received in a timely manner on or about August 30, 2005.

All issues which have attendant support submitted by each party were carefully considered, as well as the responses by the opposing party. The Public Arbitration Panel met in executive session on September 22, 2005, and deliberated on each of the outstanding issues, carefully and fully considering all the data, exhibits, briefs and testimony of the sworn witnesses who appeared on behalf of both parties. The results of those deliberations are contained in this OPINION AND AWARD, which constitutes the Panel's best judgment as to a just and reasonable solution of the impasse. Those issues presented by the parties that are not contained in this OPINION AND AWARD were also carefully considered by the Public Arbitration Panel, but are remanded back to the parties for further negotiation, and therefore no Award is made on those matters. For each issue, the discussion below presents the positions of the parties and the Panel's analysis and conclusion. The Public Arbitration Panel considered the impact of each item upon the whole, and made its judgment concerning the combination of items that would provide a just and reasonable result for all parties.

In arriving at the determination contained herein, the Public Arbitration Panel has considered the following statutory guidelines with which it was charged by Section 209.4:

- (v) The public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:
 - 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 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.
- (vi) 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.

THE ISSUES

The issues submitted by the Association are as follows:

Article V, Section 1 – Hours of Work

The section provides, in relevant part, “In no case shall, on a regular basis, the total weekly hours worked by all part-time officers exceed forty-eight (48) hours except in an emergency as determined by the Village Board or its designee.” The Village proposed a change in this section as stated below, and the Association countered with the following proposed language:

“In no case shall, on a regular basis, the total biweekly hours worked by all part-time officers exceed ninety-six (96) hours except in an emergency as determined by the Village Board or its designee.”

Article X, Section 1 – Insurance

The parties agreed to language proposed by the employer except that the Union opposed the last sentence. The additional language, in full, is as follows:

“Effective as soon as practicable following the execution of this Agreement, all members of the bargaining unit shall be covered by the Teamsters Health, Dental and Vision insurance plans available to other Village employees. The Village shall pay 100% of the cost of the premium for members hired prior to June 1, 2004. Members hired after June 1, 2004 shall contribute 15% of the cost of the premium on a payroll deduction basis. In the event the Teamster’s plans are no longer available to the members of this bargaining unit, the parties shall negotiate new coverage, but in no event shall the cost of the new coverage exceed that which the Village pays for the Teamster’s plans.”

The Union proposes to delete the clause which begins “but in no event shall the cost of the new coverage exceed that which the Village pays for the Teamster’s plans.”

Article XI and Appendix A – Wages

The Association proposes an across-the-board increase in wages by five (5.0%) percent on June 1, 2004.

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The section provides, in relevant part, “In no case shall, on a regular basis, the total weekly hours worked by all part-time officers exceed forty-eight (48) hours except in an emergency as determined by the Village Board or its designee.”

The Village proposed to change the section to provide: “In no case shall, on a regular basis, the total weekly hours worked by all part-time officers exceed ninety-six (96) hours except in an emergency as determined by the Village Board or its designee.”

Article V, Section 5 – Hours of Work

This Section provides that: “No officer shall be required to work alone between the hours of 4:00 p.m. to 3:00 a.m. except in cases of emergency. Emergency situations shall be determined by the Village Board or its designee.”

The Village proposed to delete the entire clause.

Article XI and Appendix A – Wages

The Village proposes an across-the-board increase in wages by two (2.0%) percent on June 1, 2004.

The Village proposes an across-the-board increase in wages by two (2.0%) percent on June 1, 2005.

THE PARTIES' POSITIONS ON STATUTORY CRITERIA**WAGES PAID IN COMPARABLE JURISDICTIONS****Position of the Association**

The Association offered five Villages which it claims share the same labor market as the Village of Lyons. Those are: Macedon, Newark, Palmyra, Seneca Falls and Waterloo. The Association states that Lyons Police Officers are grossly underpaid when compared with police officers from similar municipalities. In fiscal year June 1, 2003 through May 31, 2004, the top pay of both Patrolmen and Sergeant was "dead last" among patrolmen and sergeants in comparable departments. Top Patrolman pay was about 4.5 percent lower than the next lowest comparable department, and about 10.5 percent lower than the average of comparable departments. Pay for Patrolmen in Lyons was about 22 percent lower than the highest paid comparable department.

For Sergeants, top pay in Lyons was about 4.5 percent lower than the next lowest comparable department and about 9.5 percent lower than the average of comparable departments. Pay for Sergeants in Lyons was about 12.5 percent lower than the highest paid comparable department.

The Association seeks pay increases of five percent for the years 2004-05 and 2005-06. If this pay increase is awarded, Patrolmen and Sergeants in Lyons will still be "dead last" among comparable departments, but will gain some ground. With that increase top Patrolman salary will be about 8.5 percent below the average of comparable departments and twenty percent below the highest paid comparable department; top Sergeant salary will be 4.5 percent lower than the average of comparable departments and about 10.5 percent lower than the highest paid comparable department. The Association states that the top Village of Lyons Police Department Sergeant's pay is about the same as the lowest comparable jurisdiction's starting salary.

Only Seneca Falls has a lower starting salary; however, its maximum salary is considerably higher than that of Lyons. Regarding sergeants, both starting and maximum salaries are below the starting sergeant salaries in the comparable departments.

The starting salary for a Waterloo patrolman is 41% higher than the starting salary in Lyons. The starting salary for a Waterloo sergeant is 19% higher than starting salary for a sergeant in Lyons. In Palmyra, the starting salary for patrolman is 11% higher than that of Lyons; for sergeants, Palmyra's starting salary is 12% higher than that for sergeants in Lyons.

This great disparity in pay, both starting pay and top pay, is having a negative impact on both recruitment and retention of officers. It is noted that sergeants are second in command in this Department. Because there are no lieutenant or captain positions, there are no promotional opportunities to recognize the experience of sergeants, and by logic, there are no promotional opportunities for patrolmen.

Position of the Village

The Village uses the following villages in Wayne County for its comparables: Clyde, Macedon, Newark, Palmyra, Sodus and Wolcott. It states that it has reduced the number of police officers from ten to eight during the 2003-2004 fiscal year in an effort to control expenditures. The Village has also eliminated non-police positions for budgetary reasons. Full-time Patrol Officers' salaries have increased from 1988 to 2003 by a total of 21.7%, while prices increased during that period by 12.7%. Sergeants' pay has increased by 28%. Sergeants' pay has increased by 18.2% over the past three years.

The Village states that Village Patrol Officers' 2003-2004 effective hourly wage rates are higher than all comparable communities at five years, ten years, fifteen years and twenty years of service when longevity payments are included, except for Palmyra. If the Village's proposed two percent increase in salaries is applied, Lyon's rates would be higher than Palmyra's in all circumstances. It would also increase Lyons' Patrol Officers' base hourly rate above the base hourly rate for Macedon's Patrol Officers, who receive no longevity.

The Village asserts that when comparing wages with comparable jurisdictions, wages plus longevity should be considered together and then comparisons made on an hourly rate basis. It argues

that this is the appropriate method of comparing wages since the jurisdictions have different work schedules.

The Village asserts that the above facts make it clear that it has treated members of the Association's bargaining unit very well during the past five years. When compared to the wages of police officers in other communities, the Village of Lyons pays its police very well.

ABILITY TO PAY

Position of the Association

It compares population, median household income, median resident age, taxable real property and the percent of the population below poverty level. The Association finds that the Village of Lyons' population of 3,695 is lower than Newark, Seneca Falls and Waterloo. The Village of Macedon has the lowest population with 1,496 residents. The Village of Lyons ranks fourth of the six Villages in median household income. The Village of Lyons is next to last in taxable real property,

The Association states that an analysis of the Village's financial strength finds that the Village has a strong ability to pay for the proposed wage increase. The Village has assets of over \$994,000 with liabilities of just \$97,000, the majority of the assets, \$950,000, being cash. The Village also had a high unreserved fund balance at the end of fiscal 2004. Including both appropriated and unappropriated portions of unreserved funds, the Village had a total of 37.3% of total fund expenditures. Government finance experts recommend an unreserved balance of at least five to fifteen percent, or one or two months of expenditures. The village has a very substantial safety margin.

Another indicator of financial strength for the Village is the fact that its budgets have been balanced. The fund balance at fiscal year ending May 31, 2002 was \$1,006,463, and increase over

the previous year of \$229,188. A small deficit was experienced for the fiscal year ending May 31, 2003, and a smaller deficit at the end of the 2003-04 fiscal year.

Other measures of fiscal strength include the ratio of total assets to total liabilities. The Village's ratio of total assets to total liabilities was 10.2 at the end of fiscal 2004. This means that assets were ten times liabilities, which shows great flexibility.

The Association acknowledges that various revenue sources fell during fiscal year 2004, notably capital project revenues from other governments, State aid, federal aid. In total, revenues were down about six percent from 2003. However, expenditures also fell by very close to the same margin.

The Village's general fund was essentially balanced in fiscal 2004. Total cash balance in the general fund improved by nearly \$100,000, from \$881,735 to \$950,218. Unreserved funds in the general fund grew from \$823,750 at the end of fiscal year 2003 to \$890,956 at the end of fiscal 2004.

The Association states that preliminary estimates for fiscal 2005 indicate that the Village experienced a small surplus in fiscal 2005, a surplus estimates at \$49,020. The Association notes that these figures are preliminary and may not accurately state the actual numbers.

The Association concludes that the Village is in excellent financial health, and is able to fund the Association's wage proposals with relative financial ease.

Position of the Village

The Village states that despite its efforts to control its budget, its tax levies and increases in its tax rate, it continues to face challenges, and continues to use monies from a general fund balance and reductions in staff.

The Village's use of general fund balance monies to partially fund its budgets has reduced the amount the Village has had to raise from property owners through real property taxes.

The Village spent approximately \$300,000 of its general fund balance during 2004-2005 fiscal year to finance major reconstruction of Maple Street. The Village reports that \$100,000 of the general fund is also included in the 2005-2006 budget. This leaves only \$163,000 in the Village's general fund balance at this time.

Regarding reductions in staff, the Village reduced the number of police officers from ten to eight during the 2003-2004 fiscal year in order to control expenditures. The Village also eliminated non-police positions for budgetary reasons, including a Fire Driver in the 2004-2005 fiscal year, and the Superintendent of Public Works and a Motor Equipment Operator position in the 2005-2006 fiscal year.

The Village asserts that despite these measures it is at approximately 81 percent of its constitutional tax limit for real property taxes in the 2004-2005 fiscal year. The State Comptroller's office notified the Village that it was in a "caution zone" with respect to further increases in its tax levy.

The Village concludes that in light of all circumstances, the proposals made by the Village are reasonable and should be adopted.

THE INTEREST AND WELFARE OF THE PUBLIC

Position of the Association

The Association asserts that it is beyond dispute that the public is best served by having a professional, well-trained, well-educated police department staffed with qualified and experienced police officers. This happens only when the wages and benefits of those police officers are at a level that is not only sufficient to attract them to Village service, but sufficient to retain them for a career.

The Association states that the disparity in wages between police in Lyons and other jurisdictions has created a problem of recruitment and retention. In recent years, the Village lost twenty full time police officers and five sergeants.

As the Village is in a very sound financial condition, the interest and welfare of the public compel an Award at a level which will entice persons to become and remain members of the Village's police department and one that will reflect the police officers' relative status and position in the Village and the surrounding law-enforcement community.

Position of the Village

The Village states that its police department is compared with other villages. Because of financial constraints the Village had to reduce the total number of police officers. The remaining police force can adequately handle the problems posed in the Village, thereby serving the interests and welfare of the public.

PECULIARITIES OF THE POLICE PROFESSION

Position of the Association

The Association states that the police profession is unique, and therefore no real comparison can be made with other trades or professions. No other is truly comparable. Appropriate weight must be given to the especially hazardous nature of a police officer's work and to the special qualifications, training and skills required off a police officer.

Position of the Village

The Village has no quarrel with the concept that a police officer faces hazards daily, and that a police officer needs special training and skills to be able to perform his job successfully.

**THE TERMS OF COLLECTIVE AGREEMENTS
NEGOTIATED BETWEEN THE PARTIES IN THE PAST**

Position of the Association

The Association argues that for years the Village has paid its police less than sufficient to keep up with other jurisdictions, resulting in Village police being dead last when compared with similar villages in the area. The Association states that it accepted the Teamsters' health insurance plan and gave up the Blue Choice High Option plan guaranteed by the Collective Bargaining Agreement. In addition, the Association has tentatively agreed that new hires will contribute fifteen percent of the cost of their health insurance premium.

Position of the Village

The Village states that it submitted a historical comparison of the salary increases between the police department since 1988 and the rate of inflation (Consumer Price Index, all cities average). This comparison shows that full-time Patrol Officers' salaries have increase from 1988 to 2003 by a total of 21.7 percent while inflation during the same period was 12.7 percent. Sergeants' wages have increased by 28 percent, more than twice the inflation rate during the period.

POSITION OF THE PARTIES ON THE OUTSTANDING ISSUES

It is noted that the parties achieved tentative agreement on several issues, and those items shall not be addressed in this Award.

Duration of the Award

The parties agree to a two (2) year Award which shall be effective June 1, 2004 through May 31, 2006.

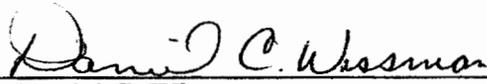
Based on agreement by the parties, the Interest Arbitration Panel makes the following

AWARD

The term of this Award shall be from June 1, 2004 through May 31, 2006.

I (concur) (~~do not concur~~) with the above Award

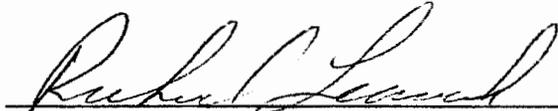
Date: DEC 28, 2005



Daniel C. Wissman
Employer Panel Member

I (concur) (do not concur) with the above Award

Date: 12-14-05



Richard Lesniak
Employee Organization Panel Member

WAGES

The Association proposed a five (5.0%) percent base wage increase each year for the two-year Agreement. The Village proposes a wage increase of two (2.0%) in each year for the two-year Agreement.

Both parties presented documentary evidence and argument supporting their positions on the issue, bringing into evidence a comparison of wages and other benefits in other comparable jurisdictions, including those with similar skills, the employer's ability to pay, an analysis of wages and other benefits negotiated by the parties in the past. Their main arguments concerning ability to pay were presented above in the sections on statutory criteria. The same is true concerning wages of police in other jurisdictions. Those arguments shall not be repeated here.

Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

The salary schedule shall reflect a two (2.0%) percent increase retroactive on June 1, 2004.

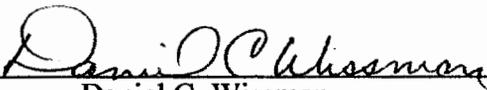
The salary schedule shall reflect a two (2.0%) percent increase retroactive on December 1, 2004.

The salary schedule shall reflect a two (2.0%) percent increase retroactive on June 1, 2005.

The salary schedule shall reflect a two (2.0%) percent increase retroactive on December 1, 2005.

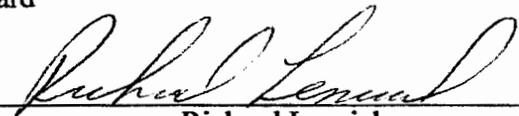
I (concur) (~~do not concur~~) with the above Award

Date: DEC 28, 2005


Daniel C. Wissman
Employer Panel Member

I (concur) (do not concur) with the above Award

Date: 12-14-05


Richard Lesniak
Employee Organization Panel Member

HOURS OF WORK – PART-TIME OFFICERS

The Village proposes to change the section to provide that “in no case shall, on a regular basis, the total weekly hours worked by all part-time officers exceed ninety-six (96) hours except in an emergency as determined by the Village Board or its designee.” The original contract language limited total hours worked by all part-time officer to forty-eight (48) hours.

The Association counter proposed to change the section to provide a maximum of ninety-six (96) biweekly hours by part-time employees.

Position of the Village

The Village argues that it paid approximately \$55,000 in the 2004 calendar year for 1,290 overtime hours within the Association bargaining unit, or an average of 174 hours overtime for each bargaining unit member. Of that amount, over one-half was used to cover shift hours of officers on contractual leave or other absences, including covering the shifts of two officers on General Municipal Law §207-c leave. Overtime constituted approximately fourteen percent of the budgeted amount for bargaining unit members' wages in fiscal 2004-2005. In like manner, the Village paid approximately \$70,000 in the 2003 calendar year for overtime hours.

The Village asserts that it needs to find a better way to control costs with respect to overtime. For example, officers on General Municipal Law §207-c leave continue to receive their regular wages, tax free. To have to pay overtime to another officer to cover the absent officer's shifts creates a budget disaster.

The Village states that the expanded ability to use part-time officers would help to solve the problem. If a part-time officer was assigned to cover an absence of a full-time officer for an entire week under the current contractual terms, this would result in four or five shifts that would have to be covered, giving the Village little flexibility to cover other absences with part-time officers.

The Village states that its proposal would permit part-time employees to cover up to sixteen eight-hour shifts during the course of a week, giving the Village needed flexibility to avoid massive overtime costs.

The Village urges the arbitration panel to accept its proposal.

Position of the Association

The Association asserts that many part-time officers are supplementing their income from their "real jobs", and just go through the motions at their part-time jobs. They work for the Village only when it is convenient for them, The Association states that part-time officer have minimal contact with the community, as none of the part-time officers are from Lyons.

The Association points out that the cap on weekly part-time hours went from twenty-eight hours per week to forty-eight in the last collective bargaining agreement, a significant concession on the part of the Association. During the current contract negotiations the Association offered an intelligent compromise, giving the Village flexibility it needs to properly control costs.

Discussion

There is a real need by the Village to control overtime costs. Because the Village has only eight police officers, when one officer is off work (vacation, illness, GML §207-c leave, etc.) the Village must either pay overtime or engage the services of a part-time officer. The restriction on part-time officers total time forces the Village to pay overtime to regular officers when several officers are absent at one time. The Association recognizes this need for flexibility by the Village. At the same time, the increase in use of part-time officers erodes the ability of full-time officers to earn additional compensation. In addition, the Association's argument that some part-time officers may be less than fully productive when working for the Village.

Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

Article V, Section 1 shall read as follows:

In no case shall, on a regular basis, the total biweekly hours worked by all part-time officers exceed one hundred twenty (120) hours except in an emergency as determined by the Village Board or its designee.

I (concur) (~~do not concur~~) with the above Award

Date: DEC 28, 2005



Daniel C. Wissman
Employer Panel Member

I (concur) (do not concur) with the above Award

Date: 12-14-05



Richard Lesniak
Employee Organization Panel Member

MINIMUM STAFFING

Article V, Section 5 of the Collective Bargaining Agreement states the following:

“No officer shall be required to work alone between the hours of 4:00 p.m. and 3:00 a.m. except in cases of emergency. Emergency situations shall be determined by the Village Board or its designee.”

The Village proposes to delete this section in its entirety. The Association objects to any change in the section.

Position of the Village

The Village reiterates that it is incurring significant overtime costs. As part of the solution to this problem, the Village seeks elimination of the contractual minimum two-officer staffing requirement. The Village disputes the Association’s position that this is a safety issue, particularly since the minimum staffing requirement is limited to eleven hours in a twenty-four hour day. The Village states that its residents are no more dangerous at 4:00 p.m. than they are at 3:30 p.m.

The Village also argues that there are more people on the streets during the noon hour than at midnight. It further disputes the need for two officers on duty at 2:00 a.m. on a below zero February night with no weather problems.

The Village further states that officers assigned to the same shift are not generally traveling or patrolling together. Therefore, one officer’s safety role with respect to another officer is as backup in a difficult situation. There are State Police and Sheriff’s Department personnel that could be used as backup. Thus, the argument by the Association of a safety requirement is not justified. Further, argues the Village, proper coverage should be determined by management based on actual needs, not contractual mandates.

Position of the Association

The Association argues that it would be foolhardy to abolish the contractual requirement of two-man patrols. Not only is it unwise for officer safety and public safety reasons, it is unwise from the perspective of management of the Department. Fifty percent of total complaints occur between the hours of 4:00 p.m. and 3:00 a.m. One officer on duty cannot simply meet the needs. A one-man patrol simply cannot handle all of the traffic stops, bar fights, assaults, domestic incidents, DWI arrests, etc. A Lyons police officer must do routine enforcement of traffic laws, perform foot patrols, bike patrols, building checks.

The Association opposes elimination of the section.

Discussion

The Association makes a good case for two-officer patrols during the 4:00 p.m. to 3:00 a.m. period. Half of the complaints received occur between those hours. A single police officer would have a difficult time attempting to attend to all the needs during that period of time. In the interest of safety and efficiency, two-police officer patrols are required for safety and productivity.

Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

Article V, Section 5, shall be retained as in the Collective Bargaining Agreement.

I ~~(concur)~~ (do not concur) with the above Award

Date: DEC 28, 2005



Daniel C. Wissman
Employer Panel Member

I (concur) (do not concur) with the above Award

Date: 12-14-05



Richard Lesniak
Employee Organization Panel Member

HEALTH INSURANCE

The parties reached tentative agreement on the following health insurance benefits:

Effective as soon as practicable following the execution of this Agreement, all members of the bargaining unit shall be covered by the Teamsters Health, Dental and Vision insurance plans available to other Village employees. The Village shall pay 100% of the cost of the premium for members hired prior to June 1, 2004. Members hired after June 1, 2004 shall contribute 15% of the cost of premiums, on a payroll deduction basis.

The Village proposes adding the following sentence to the tentatively agreed upon language:

“In the event the Teamster’s plans are no longer available to the members of this bargaining unit, the parties shall negotiate new coverage, but in no event shall the cost of the new coverage exceed that which the Village pays for the Teamster’s plans.”

The Union proposes the following change to the tentatively agreed upon language:

“The Village shall pay 100% of the cost of the premiums for members hired prior to January 1, 2005. Members hired after January 1, 2005 shall contribute 15% of the cost of premiums on a payroll deduction basis.”

The Village wishes to add its proposed sentence to provide for the eventuality that the Teamster’s plan is no longer available, the new plan would not cost more than the Teamster’s plan. The Village argues that if the new plan costs more, it would love the benefit of the bargain it has tentatively achieved. The Union opposes the added sentence. The Union asks that the starting date for the fifteen percent contribution be moved from June 2004 to January 2005.

Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

The Village’s proposed added sentence shall be amended to state the following:

“In the event the Teamster’s plans are no longer available to the members of this bargaining unit, the parties shall negotiate new coverage.

The dates in the tentative agreement on health insurance shall be January 1, 2005.

I (concur) (~~do not concur~~) with the above Award

Date: DEC 28, 2005



Daniel C. Wissman
Employer Panel Member

I (concur) (do not concur) with the above Award

Date: 12-14-05



Richard Lesniak
Employee Organization Panel Member

The above issues are all that were presented to this Interest Arbitration Panel for evaluation and decision. The parties negotiated tentative agreements on several other issues not presented to this Interest Arbitration Panel which shall be included in the 2004-2006 Agreement.

Respectfully submitted,



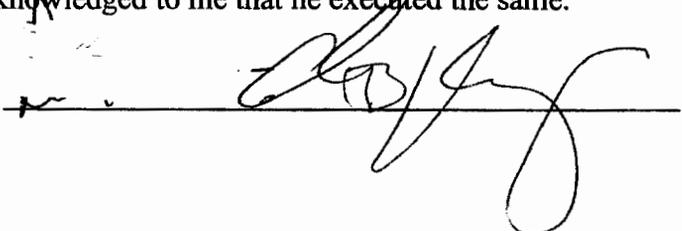
Peter A. Prosper
Public Panel Member and Chair

Date: 1/12/06

STATE OF NEW YORK)
COUNTY OF Saratoga) SS:

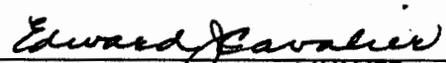
On this 19 day of January, 2005, before me personally came and appeared PETER A. PROSPER, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Alexander B. Zabawsky
Notary Public, State of New York
No. 01ZA6125850
Qualified in Albany County
Commission Expires : 4-28-09



STATE OF NEW YORK)
COUNTY OF Monroe) SS:

On this 28th day of December, 2005, before me personally came and appeared DANIEL C. WISSMAN, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



EDWARD J. CAVALIER
Notary Public
State of New York, Monroe Co.
My Commission Expires Jan. 20, 2009

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On this 14th day of December, 2005 before me personally came and appeared RICHARD LESNIAK, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

ENNO J. CORSI
Notary Public, State of New York
Reg. No. 02C05025547 Schen. Co.
Commission Expires 4-4-06

