

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Interest Arbitration Between:

CANTON POLICE ASSOCIATION,

Employee Organization

-And-

VILLAGE OF CANTON,

Public Employer

PERB Case No.  
IA2013-011; M2012-295

For the Period  
June 1, 2011-  
May 31, 2014

**BEFORE:**

Dennis J. Campagna, Esq.  
Public Panel Member and Chairman

Anthony V. Solfaro, President,  
N.Y.S. Union of Police Associations, Inc. ("NYSUPA")  
Employee Organization Panel Member

Michael A. Richardson  
Labor Relations Consultant  
Employer Panel Member

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
**RECEIVED**

AUG 11 2014

**CONCILIATION**

**APPEARANCES:**

**For the Village of Canton**

Jeffrey D. Honeywell, Esq. – Girvin & Ferlazzo, P.C.  
Erin M. Rose-Morris, Esq. – Girvin & Ferlazzo, P.C.

**For the Canton Police Association,**

**Affiliated with the New York State Union of Police Associations, Inc.**

John M. Crotty, Esq. – Law Offices of John M. Crotty  
James Santimaw – Association President

## **BACKGROUND**

Pursuant to N.Y. Civil Service Law Section 209.4, the above tripartite Panel was designated by the New York State Public Employment Relations Board (“PERB”) to make a just and reasonable determination as to open items that exist in an impasse in negotiations between the Village of Canton (“Village”) and the Canton Police Association, (“Association”), whose last collective bargaining agreement (“CBA”) covered the period of June 1, 2008 through May 31, 2011.

The Village is located in St. Lawrence County, New York, and is centrally located in both the Town of Canton and the County of St. Lawrence. Canton is the County seat of St. Lawrence County. The population was 6,314 as of the 2010 census. The first attempt at settlement was made in 1800, but the first permanent settlement occurred in 1801. The Village of Canton was incorporated in 1845. Between 1887 and 1889, the Village was modernized with a sewage system, water works and electrical lighting. St. Lawrence University was founded in the Village in 1856, and the State University of New York at Canton (northwest of the Village) was begun in 1906. The Village’s Police Department is located in the Municipal Building on Main Street, and is composed of a Chief of Police, three Sergeants and five Police Officers. The Department runs a 24/7 schedule. The median income for a household in the Village was \$46,008 and the median income for a family as \$59,211. Currently, the Village is governed by a Mayor and four Trustees.

The Parties have agreed to the following five Municipal comparables, all of which are in close proximity to the Village: the City of Ogdensburg, and the Villages of Massena, Potsdam, Saranac Lake and Tupper Lake. In addition to these comparables, the Villages seeks to add the Village of Lowville and the Town of Webb. The Association seeks to add the Villages of Gouverneur and Malone.

The Village is served by the Canton Union Free School District. Firefighting services in the Village are provided by volunteer Fire Department.

The PBA is the sole and exclusive bargaining agent for all full-time Police Officers and Sergeants of the Village, except for the Chief of Police. At all relevant times associated with this proceeding, the Village's Police Department consisted of a Chief of Police, and eight person bargaining unit consisting of five full-time Police Officers and three Sergeants.

The Village and the Association are parties to a Collective Bargaining Agreement with effective dates June 1, 2008 through May 31, 2011. ("CBA", Joint Exhibit 16) The parties commenced negotiations for a successor Agreement and held three bargaining sessions, but reached a state of impasse over the issues subject to these proceedings as detailed below. A declaration of Impasse was filed by the Association with PERB on January 15, 2013. There were no agreements reached on proposed terms and conditions of employment. Following an unsuccessful mediation, the impasse continued resulting in the filing of a Petition for Compulsory Interest Arbitration with PERB on June 18, 2013. (Joint Exhibit 1) The Village's response to the PBA's petition was filed on or about July 1, 2013. (Joint Exhibit 2) On July 12, 2013, a Public Arbitration Panel was designated by PERB consisting of Panel Member and Chair Dennis J Campagna, Esq., Public Employer Panel Member Michael A. Richardson, and Employee Organization Panel Member Anthony V. Solfaro. A one day hearing commenced and concluded on December 2, 2013 at which time each party hereto was present and made its presentation to the Panel. At such hearing, the parties were represented by experienced Counsel who were afforded and took full advantage of their right to call and examine witnesses, as well as their right to introduce relevant evidence. At the conclusion of the hearing, the parties rested on the record and elected to summarize their respective position on all open issues with the submission of post-hearing briefs filed electronically on or about January 17, 2014.

Subsequent to the filing of post-hearing briefs, the Panel held two Executive Sessions, one on January 20, 2014 and the second on April 19, 2014. Following extensive discussions and deliberations during the Executive Sessions, this Panel, consisting of the Panel Chair, the Employee Organization Panel Member and the Employer Panel member reached a consensus on the terms of this Interest Arbitration Award, as set forth in this Award. Among such consensus was agreement on the terms of a three (3) year Award covering the period of June 1, 2011 through May 31, 2014. Legal authority for the Panel to exceed the statutory two-year limit was

achieved by separate approvals from the Association as well as from the Village. Thus, by letter dated April 30, 2014, Association President James Santimaw advised the Panel Chair as follows:

The Canton Police Association (PBA) hereby authorizes the interest arbitration panel consisting of you, Michael Richardson for the Village and Anthony V. Solfaro for the PBA, to issue an award covering the period from June 1, 2011 through May 31, 2014.. (Attached hereto as Panel Exhibit A).

Following a unanimous vote by the Village Board, Mary Ann Ashley, the Village's Mayor, sent a letter to the Panel Chair as follows:

The Board of Trustees of the Village of Canton hereby acknowledges the Village Board's right under the Taylor Law to approve the additional funds to permit implementation of a collective bargaining agreement, but notwithstanding these rights, the Board of Trustees consents to allow the interest arbitration panel consisting of Dennis J. Campagna, Michael A. Richardson for the Village of Canton, and Anthony V. Solfaro for the Canton Police Association, to issue an award covering the period from June 1, 2011 through May 31, 2014. (Attached hereto as Panel Exhibit B)

The Village's letter of authorization was signed by Mayor Ashley and three Trustees

As a result of the foregoing authorizations, this Award covers the three-year period June 1, 2011 through May 31, 2014. Accordingly, the following represents the Panel's Award as to what it constitutes a just and reasonable determination of the terms and conditions of employment at issue. In arriving at such determination, the Panel has specifically reviewed and considered the following factors, as detailed in Section 209.4 of the Taylor Law:

- a) Comparison of wages, hours and conditions of employment 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 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 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 bargaining 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.

### **COMPARABILITY**

Section 209.4 requires the Panel to engage in a comparative analysis of terms and conditions of employment with “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.” As noted above, for the purpose of this proceeding, the Panel recognizes the following neighboring communities as comparables:

- The City of Ogdensburg
- Village of Massena
- Village of Potsdam
- Village of Saranac Lake
- Village of Tupper Lake

The Panel acknowledges that the use of these five communities as the comparables for this proceeding in no way limits the Village from submitting the following St. Lawrence County communities as comparables in the future:

- The Town of Webb
- Village of Lowville

Similarly, the Association is entitled to submit the following St. Lawrence County communities as additional comparables in the future:

- Village of Gouverneur
- Village of Malone

**ABILITY TO PAY AND INTEREST AND WELFARE OF THE PUBLIC**

The parties mutually agreed to forego testimony and data from respective financial experts on “Ability to Pay”, which was based on the following statement from the Village relative to their ability to pay:

The Village admits that it has the ‘ability to pay’ the costs associated with the Association’s demands as set forth in its Petition for Compulsory Interest Arbitration as that quoted term is commonly applied. (See Joint Exhibit 4)

In addition to the foregoing, the Village and the Association agree that the interest and welfare of the public are best served by a consistently stable Police Department that has demonstrated the ability to attract and retain qualified police officers with a competitive economic and fringe benefit package. Given the perilous nature of a police officer’s duties, the required training, (PBA Exhibit 32), the commitment required to be an effective police officer, the need of a municipality to attract and retain police officers for a high quality force, a competitive economic and fringe benefit package directly serves the interest and welfare of the public. As a result, the Village agrees to work toward achieving a competitive economic and fringe benefit package for its police officers that recognizes those goals based on its obligation pursuant to the statutory criteria as set forth in Section 209.4 of the Taylor Law.

## **THE OPEN ISSUES**

### **A. PBA Demands:**

#### **1. Demand No. 1 re CBA Article 5 - Health Insurance Waiver**

Pursuant to CBA Article 5, §5, the health insurance waiver payment is now done on a "voucher each calendar month". The Association proposes to eliminate the "voucher" and have the payment made by check issued in the first payroll period following the end of each calendar month. The buyout payments would still be spread out over the course of a year, but the Association's proposal would eliminate the ambiguity in the current contractual language and the "voucher" system which is minimally antiquated and awkward. Monies owed employees under contract should be paid as are wages i.e. by check within a payroll period.

#### **2. Demand No.2 re CBA Article 6 - Sick Leave**

There are two demands under this topic. Pursuant to CBA Article 6, § I, employees may now accumulate a maximum of 225 sick leave days. Sick leave is earned one day per each full month of employment up to 12 days per year. The Association proposes to increase the cap on the accumulation of earned sick leave from the current 225 days to 300 days.

The second demand under this general topic would create a new sick leave incentive program. On a sliding scale, an employee would be paid depending upon the amount of sick leave an employee used in a year. For example, employees who did not use any sick leave in a year would receive five day's pay, while those using no more than three days would receive an amount equal to one day's pay. Employees using more than three days of sick leave in a year would not receive any payments under the Association's sick leave incentive proposal.

#### **3. Demand No. 3 re CBA Article 7 - Longevity**

The CBA currently has a four-step longevity system. The steps attach with the beginning of an employee's sixth year of service and end at the start of the eighteenth year of service and above. Each longevity step increases in dollar value as the years of service increase. The Association seeks to increase the dollar value of the existing four steps that are unchanged in structure. Step

5 would be increased by \$25 June 1 each year of the award; Step 6 similarly by \$50; Step 7 by \$75; and Step 8 by \$100 each year. In addition, the Association proposes to add three new steps to the longevity schedule:

- Step 9 would cover years of service starting at 22 to 25.
- Step 10 would cover service years starting at 26 to 29.
- Step 11 would cover years of service starting at 30 and above. Dollar amounts are assigned to each of the three new steps indexed and corresponding to the amounts on the existing steps.

#### **4. Demand No.4 re CBA Article 11 - Base Wage Schedule**

The current wage schedule has four steps and a Sergeant's rate. The Association would maintain the current wage structure with 3.5% increases on all steps effective June 1, 2011 and June 1, 2012. In recognition of a supervisor's duties, responsibilities and accountability, Sergeants are paid a percentage above the rate for the police officers they supervise. Sergeants are now paid 12.5% above the Step 4 top grade Police Officer rate, as they have been for years. There are currently three Sergeants and five Police Officers in the unit. [See Association Exhibit 39]. The Association would increase the Sergeant differential to 12.875% effective June 1, 2011 and to 13.25% effective June 1, 2012. The dollar amounts produced by application of the proposed percentage differentials are shown on the proposed wage schedule.

#### **5. Demand No.5 re CBA Article 20 - Call Back Pay**

If employees are called back to work 30 minutes or more after the end of their scheduled tour of duty, they now receive a minimum of two hours pay at the overtime rate even if the call back assignment takes less than two hours to complete. They receive overtime pay for actual hours worked if they work more than the two hour minimum. The Association would increase the call back minimum from two hours to three hours.

#### **6. Demand No.6 re CBA Article 26 - Personal Property**

Under the current CBA, employees are reimbursed for the cost of repair or replacement of prescription eye wear, dentures and watches if the property is damaged in the line of duty. There

is no specified dollar limit on reimbursement for eye wear or dentures, but damage to watches is now limited to \$50. The Association proposes to increase the cap on the reimbursement for damage to watches to \$60 effective June 1,2011 and to \$65 effective June 1,2012.

**7. Demand No.7 re CBA Article 34 - Work Schedule**

There are two demands under this Article. One is to delete some contractual language from existing CBA § I, and the other to add a new minimum staffing provision. What would be deleted from the CBA under the Association's proposal is language that the Association believes is entirely contrary to a work schedule that is bid by seniority annually. After the first sentence in § 1, there now follows in the current CBA four sentences under which employees who are on the B line (7:00 a.m. - 3:00 p.m.) or the Cline (3:00 p.m. - 11:00 p.m.) by virtue of their seniority bid are required to work two 28-day stints on the "Midnight" ("A" line) (11:00 p.m. to 7:00 a.m.) or the 7:00 p.m. to 3:00 a.m., or "D" line, if staffed as forth therein. The Association's proposal would eliminate the forced move to the A and D lines of the officers who are working on the B or C lines pursuant to bid. Proposed new section 6 would establish a two officer minimum staffing level during the hours of 7:00 p.m. to 3:00 a.m. Tuesdays through Saturdays.

**8. Demand No.8 re CBA Article 3S - Out-Of-Title Pay**

In the absence of a Sergeant, the senior police officer on duty is currently paid an additional \$2.25 per hour. The Association would increase the out-of-title pay in that circumstance to \$2.75 per hour effective June 1, 2011 and to \$3.00 effective June 1, 2012. It does not seek to expand the conditions for the payment of out-of-title pay.

**9. Demand No. 10 re - New Night Differential**

The current CBA does not contain any night differential provisions. Under the Association's proposal, employees on the "A" line (11:00 p.m. to 7:00 a.m.) would be paid 4.5% above their base hourly rate, including longevity if applicable. Employees on the "C" line (3:00 p.m. to 11:00 p.m.) would be paid 2.5% above their hourly rate, with longevity as applicable. The shift differentials would attach to hours actually worked and to times the employee is absent from work on any paid leave.

**10. Demand No. 12 re - New Uniform Equipment and Cleaning Provision**

There are three demands under this topic. The first is an "initial issue" demand that would require the Village to issue to new employees certain basic uniform and equipment items at Village expense. The second would require the Village to replace initial issue items annually and more frequently if the items were destroyed or damaged in the line of duty. The third would codify the current dry cleaning benefit under which uniforms are dry cleaned by the Village at no cost to employees.

**11. Demand No.9 is a contract duration demand that is not relevant to this proceeding.**

12. Association demand No. 11 is for retroactivity of the award's terms to any employees who worked during the award period with an explanatory worksheet to issue by the Village regarding any retroactive payments.

**13. Demand No. 13 re - General Provisions**

Under this proposal, the Village would give employees information about their paid leave accruals with each payroll check issued to them.

**THE VILLAGE'S DEMANDS**

The Village's demands are attached to its response to the Association's petition for interest arbitration [Association Exhibit 2] and appear in the form of a proposed successor agreement.

The major remaining changes to the existing CBA proposed by the Village reflect their concern regarding the current rate at which Health Insurance is increasing. In a nut shell, the Village proposes that members begin to contribute towards their health insurance premiums. In addition, the Village proposes language which would permit flexible plan changes, alter the buy-out payment and alter retiree health insurance. With respect to Dental Insurance, while the Village does not propose to alter the current 100% paid benefit, it proposes language to afford the Village flexibility to change the plan to a "substantially equivalent" plan in order to financially manage this benefit.

**1. Village Demands re Work Schedule**

There are several provisions in current CBA Article 34 that ensure the Village fills tour and position vacancies. (i.e. §§2-4). The Village seeks to change the current language so as to permit it to determine if and when a vacancy needs to be filled to assist the Village in manning its finances and how some requests for time off are paid. Under its proposal, the Village would no longer be obligated to fill tour or position vacancies.

**2. Village Demands re Paid Leave Time**

The Village proposes language regarding the increments in which paid leave would be taken, (i.e., half days) and to clarify that unused and accrued vacation leave will be paid out at the employee's current rate of pay upon separation from employment. However, under proposed Article 19, §6, an employee would not be paid for unused vacation time if the employee is terminated from employment. Personal leave would go unpaid if an employee resigns, retires, is laid off or is terminated for cause under the Village's proposed Article 22, §S. Currently, unused personal leave time converts to sick leave (CBA Article 21, §3). Sick leave can be cashed out upon retirement or death under CBA Article 6, and during employment if certain conditions are satisfied pursuant to CBA Article 6, § II. Employees now receive three personal leave days per year (CBA Article 21). Over a twenty-year career, that is potentially 60 days of personal leave that could convert to sick leave with possible cash out. The Village's proposal eliminates that existing benefit.

**DISCUSSION & ANALYSIS**

**A. BASE WAGES**

The Panel has carefully considered the statutory criteria, balancing reasonable economic improvements of the Association unit members, with the needs and obligations of the Village, in the context of what must be considered fair and reasonable. In reaching its determination as to fair base wage increases, the Panel finds it instructive to consider the relative standing of Village police officers with those comparables applied by the Panel. In this regard, Village police officers are paid pursuant to a Base Wage schedule consisting of the following Steps: Starting Police Officer, Starting (Step 1), After 1 Year (Step 2), After 2 Years (Step 3) and After 3 Years (Step 4). Currently, Sergeants are paid at a 12.5% differential above the Step 4 Police Officer's base wage.

Based on an extract of several of the exhibits submitted, the following provides the five (5) year earnings comparison of the comparables applied to the Village's police officer's:

<b>Municipality</b>	<b>2012 Police Officer Base</b>	<b>2012 Sergeant Base</b>
<b>Village of Canton</b>	<b>\$ 37,337 [\$17.95/Hr. Equivalent]</b>	<b>\$ 60,933 [\$29.29/Hr. Equivalent]</b>
<b>City of Ogdensburg</b>	<b>\$ 39,787</b>	<b>---</b>
<b>Village of Saranac Lake</b>	<b>\$ 37,928</b>	<b>\$ 49,702</b>
<b>Village of Tupper Lake</b>	<b>\$ 35,437</b>	<b>\$ 49,026</b>
<b>Village of Massena</b>	<b>\$ 15.12/hour</b>	<b>\$30.03/hour</b>
<b>Village of Potsdam</b>	<b>\$ 42,045</b>	<b>\$ 59,072</b>

The above demonstrates that Association unit members fare well as compared to their comparable counterparts. According, the Panel believes that a just and reasonable salary increase must consider other increases for Police personnel among the comparables, together with changes to be made in the health insurance benefit.

## **B. HEALTH INSURANCE**

The Village seeks to change the substance of Article 5, Health Insurance, by:

- Changing Section 1, Eligibility, so as to permit the Village to “make available a medical insurance plan and a prescription drug plan to each full-time employee and the employee’s eligible family.
- Changing Section 2, Date Coverage Begins, by, among other things, providing that coverage “will begin on the first day of the month following the employee’s first day of employment . . . “ provided said employee submits the requisite completed insurance forms.
- Modifying the current Section 3, “Change in Insurance Plans” by deleting the first paragraph, and adding: “The Village may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan’s benefit structure and provider network are substantially equivalent to the then current plan. Also delete references to “the same” and replace with “substantially equivalent.”
- Modifying Section 4, Premium Payments, by deleting references to the Village’s obligation to pay 100% of the premium cost for the employee and his/her dependents and replace with the following”

Effective September 1, 2011, the Village will pay ninety-four percent (94%) of the monthly premium for individual coverage; eighty-eight percent (88%) of the monthly premium for two-person coverage; or, eighty-two (82%) percent of the monthly premium for family coverage, as the case may be.

Effective June 1, 2012, the Village will pay eighty-four percent (84%) of the monthly premium for individual coverage; seventy-seven percent (77%) of the monthly premium for two-person coverage; or, sixty-nine percent (69%) percent of the monthly premium for family coverage, as the case may be.

The employee must pay the remaining portion of the monthly premium which will be deducted from the employee’s regular paycheck; the employee may designate that the deduction be made on a pre-tax basis.

In addition to the foregoing changes, the Village also proposes to change the current health insurance buy out provision by changing the current rate of 50% to “an amount equal to the annual premium co-payment for the employee’s contribution to the alternate medical insurance

plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars. This buy-out is subject to applicable taxes.” The Village also seeks to add the following language regarding two employees married to one another where both are employed by the Village: “In the event an employee is married to another employee of the Village who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.”

The PBA opposes the foregoing changes.

### **POSITION OF THE PARTIES ON HEALTH INSURANCES CHANGES**

#### **A. The Village’s Position**

Currently, of the eight Association members, only three to four elect Village provided health insurance throughout the years, with the remaining members opting for the health insurance buyout. Of those who elect coverage currently, two elect individual coverage, one elects two person coverage, and one elects family coverage. The Village notes that in 2011, the annual premium cost of an individual, two-person and family plan was \$6,604, \$11,262 and \$19,124 respectively. Two bargaining unit members elected to take the buyout that year for a 2-person plan at a Village cost of \$7,772 per buyout, and two unit members elected a buyout for a family plan at a cost of \$7,772 per buyout. As a result, the Village notes that in 2011, it expended \$59,139.72 for health insurance and health insurance buyouts for active unit members. The Village notes that in 2012, the premium rates associated with each plan increased significantly, to a point where the Village expended 28.7% over and above what they spent in 2011. Again, in 2013, the Village noted that its cost increased to \$91,734.75, an increase of 20.53 percent over 2012 rates. Thus, the Village notes, in just two years, the Village absorbed a 55.12% increase without any employee contribution to offset rising premium costs.

The Village notes that the costs and increased premiums detailed above are for active bargaining unit members. In addition to these costs, the Village notes that it also has the continuing obligation to fully fund retiree health insurance. In this regard, the Village notes that in 2011, it

expended \$107,384 in retiree health insurance costs, and by 2013, this cost increased to \$111,629 or 3.95% above 2011 costs. Retirees also have the option of electing a buyout at 50% of the premium cost in effect.

With respect to other (non-Police) units, the Village notes that its non-contract employees contributed 10% of the premium costs associated with health insurance and effective January 1, 2014, their contribution rose to 15%. Members of the DPW unit hired after June 1, 2011 contribute 20% of the premium costs and those DPW employees hired prior to June 1, 2011 contribute a flat dollar amount which increases annually. Effective June 1, 2014, pre June 1, 2011 DPW employees paid \$90 per pay period, and effective June 1, 2015, their contribution will increase to \$120 per pay period. The CBA in effect covering DPW unit members requires that they have at least 15 years of active service with the Village to be eligible for retiree health insurance. Moreover, the Village adds, any employee hired after June 1, 2011 is obligated to contribute toward health insurance the same as they did when they were active employees. As a result of these health insurance concessions, the Village notes that it agreed to a 3% wage increase in 2011, a 2.75% increase effective June 1, 2013 and a 2.75% wage increase for each of 2014 and 2015.

In a manner similar to those employees in the DPW, the Village notes that the Village and employees in the Waste Water Treatment Plant (WWTP) are parties to a collective bargaining agreement covering the period June 1, 2011 through May 31, 2016. WWTP employees hired on or after June 1, 2011 currently contribute 20% of their health insurance premiums for individual, two-person and family coverage, and effective June 1, 2015, their contribution rate will increase to 25%. As a result of these concessions, the Village agreed to the following yearly increases, effective June 1, 2011: 3.5%, 3.5%, 3.5%, 3.0% and 3.0%. WWTP retirees are obligated to pay the same premium he/she paid at their time of retirement and agreed that the Village has the right to contract with another carrier so long as the benefits and conditions of the new carrier are "substantially comparable."

In making its determination on health insurance, the Village urges that the Panel must take into consideration what other Village non-Police employees (and retirees) contribute. Their health

and wage package has been accepted by the Village as well as other employee Unions as a fair and reasonable package.

B. The Association's Position

It is the Association's position that no change in the language of Article 5, particularly as it might relate to shared premium costs is warranted and accordingly, the Association asks the Panel to reject the Village's demands in their entirety. The Association offers the following in support of its position.

First, the Association notes that while terms of the 2008-2011 CBA was clear in that that plan and coverage changes were prohibited until June 1, 2010, the Association none-the-less agreed to permit the Village to change insurance plans effective June 1, 2010 provided that the new plan(s) afforded employees the "same" benefits. However, the Association adds, the Association must be given 60 days advance notice of any proposed change in insurance plans so as to permit a timely challenge where the Association believes that the proposed new plan does not offer the same benefits. Retirees have traditionally received the same health and optical benefits as active employees the Association notes. In this regard, the Association notes that several CBAs dating back to the 1991-93 CBA have demonstrated stability and evolution of the package of employee health care benefits and the Village has continuously agreed to pay the full cost associated with these benefits. With respect to the health insurance buyout provision, the parties agreed to a 50-50 split of premium costs under the 1993-96 CBA, and given the fact that 3 to 4 of the 8 active employees waive out of the health insurance program demonstrates that the waiver formula works, providing a win-win for the Village and the Association members.

Next, the Association notes that the continued 100% paid health insurance benefit for active employees and retirees was not happenstance. In this regard, the Association maintains that the give and take associated with collective bargaining, and the concessions granted by the Association over time were a fair exchange for a fully funded health insurance program. Thus, for the 2001-04 CBA, the Association notes that it took modest wage increases, conceded the Village a right to change insurance plans, reduced the sick leave buyout and declined the

Village's offer of a 5% wage differential for the School Resource Officer – all in exchange for the Village's agreement to continue fully funding the health insurance benefit. Again during the negotiations giving rise to the 2004-08 CBA, the Association agreed to a new insurance plan, and deleted the section that insured coverage for non-participating hospitals or medical facilities once the new plan went into effect on June 1, 2006.

Given the foregoing, the Association maintains that it is apparent that the Village has forgotten or chosen to ignore bargaining history. Moreover, the Association adds, the proposed changes sought by the Village are significant, and constitute a net wage reduction in that they represent a "massive cost shift to employees and retirees". Accordingly, with an admitted ability to pay, the Village must now offer compelling evidence that it can no longer afford to fund the current health insurance benefit enjoyed by Association members.

### **DISCUSSION**

There is no doubt that health care costs have increased dramatically over time and that as a result, negotiations over this issue has become difficult and contentious, creating an impasse in numerous negotiations. Moreover, as we venture into the formative years of the Affordable Health Care Act, there is no reason to believe that significant health care cost increases will curtail any time soon. As a result, it is both significant and noteworthy that non-Police employees both represented as well as non-represented have come to grips with the stark reality that it is time for employees to share in the costs associated and attributed to health insurance. In this regard, it is not insignificant that non-Police employees employed by the Village are contributing no less than 10% of the health care premium costs, and as high as 25% of such costs. Clearly, there is no reason why members of the Association cannot begin contributing to a benefit whose cost will no doubt surpass the \$20,000 figure in the very near future. Moreover, as noted in the Chart below, all Police Officers in the comparable communities pay something toward their health insurance coverage:

MUNICIPALITY	CONTRIBUTION
Village of Canton	No Contribution from its Police Officers
City of Ogdensburg	Pre-January 1, 2009: \$15.00 per pay period Post January 2, 2009: 20% of premium cost
Village of Massena	\$10.00 weekly Post June 1, 2015: \$30.00 weekly
Village of Potsdam	Pre-June 1, 2001: No contribution June 1, 2001 – May 31, 2011: 5% Post June 1, 2011: 10%
Village of Saranac Lake	Individual: \$10/week, \$40/month 2-person or Family: \$25/week (\$100/month)
Village of Tupper Lake	Individual: \$25/week 2-Person: \$58/week Family: \$96/week Employees are provided HDHP Pre-paid debit cards with a fixed amount for each year of the CBA to cover out-of-pocket expenses in the following amounts: &1,700/Individual; \$3,400/2-Person & Family

Accordingly, the Panel **AWARDS** the following changes to Article 5-Health Insurance:

Section 1: Amend paragraph 1 as follows: The Village shall provide the BlueEPO Option 1 Health Insurance Plan for all employees and their dependents. The Village shall pay one hundred percent (100%) of the cost of the premium for all employees and their dependents (including two-person plans) through May 31, 2014. Thereafter, effective May 31, 2014, the Village will contribute 93.5% of the monthly premium for all employees and their dependents and all participating employees shall contribute six and one-half percent (6.5%) of the cost of the monthly premium, in pre-taxed dollars and equal payments each pay period.

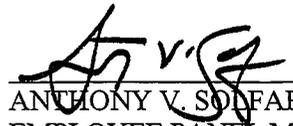
✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

 8-5-14  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

\_\_\_\_\_  
CONCUR

✓  
\_\_\_\_\_  
DISSENT

 8/5/14  
ANTHONY V. SOFARO DATE  
EMPLOYEE PANEL MEMBER

Health Insurance for Retirees – Article 5, Section 2

Amend to read as follows:

The Village shall provide at no cost to all retired employees, and to the retiree's surviving spouse and/or eligible dependent(s), the same health insurance and hospitalization plan, prescription drug (Rx), and optical rider or plan if applicable it provides to active employees of the bargaining unit. The retired employee, surviving spouse and/or eligible dependent(s) shall retain those benefits until death, including a Medicare and Medicare Supplemental Plan as set forth herein.

An employee hired after May 31, 2014 shall be required to have a minimum of fifteen (15) years of full time service with the Village to receive health insurance and hospitalization plan, prescription drug (Rx), and optical rider or plan if applicable on retirement. An employee who has prior credited police service with another police department or agency (example: Deputy Sheriff, City, Village, State, County or Federal), shall be credited with one (1) for every three (3) years or part thereof of service towards the fifteen (15) years (example: 6 years, 6 months of service, credited with 2 years, 2 months). However, in the case of an employee receiving a disability retirement from the New York State Police and Fire Retirement System who has not met the fifteen (15) year minimum service requirement, the fifteen (15) year minimum service requirement shall be waived.

An employee who retires on or after May 31, 2014, and when that retiree and/or surviving spouse and/or eligible dependent(s), as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage will be provided by Medicare, with the Village paying for the Medicare premium(s) for the retiree, surviving spouse and/or eligible dependent(s). If the health insurance plan applicable to the retiring employee, surviving spouse and/or eligible dependent(s) requires a Medicare eligible retiree, surviving spouse and/or eligible dependent(s) to enroll in a Medicare Supplemental Plan provided by the Village, it shall be at no cost to the affected individual(s).

The current Medicare Supplemental Plan provided by the Village to Medicare eligible individuals is the Excellus Medicare Supplemental F Plan.

In the event the Village seeks to change the existing Excellus Medicare Supplemental F Plan, and the Association does not agree that the combined Medicare and proposed Medicare Supplemental plan and benefits are substantially equivalent to the current Medicare and Excellus Medicare Supplemental F Plan benefits, all of the criteria set forth in Section 6 of this Article shall be applicable (Example: notice, insurance company licensed in New York, etc), and the matter shall be submitted to arbitration as set forth in Section 6.

\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

M. Richardson 8-5-14  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

AVS 8/5/14  
ANTHONY V. SOLFARO DATE

**OPTICAL PLAN, ARTICLE 3, SECTION 4:** The Village shall provide the First Rehab Life Vision Insurance Fashion Plan, and shall pay one hundred percent (100%) of the cost of the premium for said coverage for all employees and their independents.

\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

M. Richardson 8-5-14  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

AVS 8/5/14  
ANTHONY V. SOLFARO DATE  
EMPLOYEE PANEL MEMBER

**DENTAL PLAN – ARTICLE 5, SECTION 4**

The Village will provide the Excellus Dental Option II Plan and shall pay one hundred percent (100%) of the cost of the premium for said coverage for all employees and their dependents.

\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

M. Richardson 8-5-14  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

AVS 8/5/14  
ANTHONY V. SOLFARO DATE  
EMPLOYEE PANEL MEMBER

**HEALTH INSURANCE BUYOUT – ARTICLE 5, SECTION 5.** Amend the first paragraph to read as follows:

An employee may opt to decline and waive health insurance provided by the Village, only when the employee has other health insurance and in accordance with the terms as set forth in Appendix "A", attached hereto and made a part of this Agreement. An employee who declines and waives health insurance coverage, as provided in Appendix "A", shall receive fifty percent (50%) of the premium costs in effect, payable on a voucher each calendar month.

Effective May 31, 2014, and in the event an employee is married to another employee of the Village who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

*M. Richardson* 8-5-14  
\_\_\_\_\_  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

*Paragraph #1*  
✓  
\_\_\_\_\_  
CONCUR

*Paragraph #2*  
✓  
\_\_\_\_\_  
DISSENT

*A. V. Soleiro* 8/5/14  
\_\_\_\_\_  
ANTHONY V. SOLEIRO DATE  
EMPLOYEE PANEL MEMBER

**ARTICLE 5, DELETE SECTIONS 6** of the 2008-2011 CBA and replace with the following language:

Effective May 31, 2014, the Village may change the health insurance, dental and/or optical rider or plan if applicable, including but not limited to the carriers of such plans, and/or offer alternative plans in place of the then current plans, provided the alternative plan's benefit structure and provider network are substantially equivalent to the then current plan. In such event the Village shall provide the Association President, in writing, a copy of the proposed plan(s), at least sixty (60) calendar days prior to the change, and such notice shall identify the changes and/or modifications from the existing plan(s) in order for the Association to determine whether the plan change(s) and/or modification(s) are substantially equivalent to the plan the Village intends to change and/or modify. The plan shall be through an insurance company licensed to do business in New York. In the event the Association determines that the health insurance plan, dental plan and/or optical rider or plan, if applicable, change does not provide substantially equivalent levels of benefits, the Association shall respond in writing to the

Village no later than ninety (90) calendar days after the date the Village provided its written notice, as set forth herein, that it agrees or disagrees that the change(s) and/or modification(s) are substantially equivalent to the existing plan and benefits to the proposed new health insurance plan, dental plan and/or optical rider or plan, if applicable. In the event the Association doesn't agree that the proposed new health insurance plan, dental plan and/or optical rider or plan, if applicable, identified by the Village aren't substantially equivalent to the existing plan and benefits, the matter shall be submitted to ~~the one of the named arbitrators below who can conduct the arbitration hearing at the~~ earliest date of availability for all parties. For this purpose, the parties agree to the following named Arbitrators:

- 1) Jay Siegel; 2) Jeffrey Selchick; 3) Louis Patack.

The burden of proof at the arbitration hearing shall be on the Village to sustain that the change(s) and/or modifications(s) in the proposed new health insurance, dental and/or optical rider, or plan if applicable, are substantially equivalent to the existing plan and benefits.

The Arbitrator's decision and function shall be as set for in Article 15 - Grievance Procedure. In no event shall any change(s) and/or modification(s) in the existing health insurance plan, dental plan, and/or optical rider or plan, if applicable, be effectuated until such time as an arbitration award has been issued which permits the Village to change the benefits to the health insurance plan, dental plan and/or optical rider or plan, if applicable.

✓  
 \_\_\_\_\_  
 CONCUR                      DISSENT

 8-5-14  
 \_\_\_\_\_  
 MICHAEL A. RICHARDSON      DATE  
 EMPLOYER PANEL MEMBER

✓  
 \_\_\_\_\_  
 CONCUR                      DISSENT

 8/5/14  
 \_\_\_\_\_  
 ANTHONY V. SOLFARO      DATE  
 EMPLOYEE PANEL MEMBER

**SICK LEAVE - ARTICLE 6**

As noted above, there are two demands under this topic. Pursuant to CBA Article 6, § I, employees may now accumulate a maximum of 225 sick leave days. The Association proposes an increase to 300 sick leave days.



STEP	Yearsof Service	6/1/2011	6/1/2012	6/1/2013	5/31/2014
5	Start 6 <sup>th</sup> – 9 <sup>th</sup>	\$375.00 (\$0.1803/hr.)	\$375.00 (\$0.1803/hr.)	\$375.00 (\$0.1803/hr.)	\$400.00 (+ \$25) (\$0.1923/hr.)
6	Start 10 <sup>th</sup> – 13 <sup>th</sup>	\$725.00 (\$0.3486/hr.)	\$725.00 (\$0.3486/hr.)	\$725.00 (\$0.3486/hr.)	\$775.00 (+ \$50) (\$0.3726/hr.)
7	Start 14 <sup>th</sup> – 17 <sup>th</sup>	\$1075.00 (\$0.5168/hr.)	\$1075.00 (\$0.5168/hr.)	\$1075.00 (\$0.5168/hr.)	\$1150.00 (+ \$75) (\$0.5529/hr.)
8	Start 18 <sup>th</sup> -21 <sup>st</sup>	\$1450.00 (\$0.6971/hr.)	\$1450.00 (\$0.6971/hr.)	\$1450.00 (\$0.6971/hr.)	\$1550.00 (+ \$100) (\$0.7452/hr.)

\* Annual equivalent are for information only. (N/C)

\*\* The official rate of pay is the hourly rate and shall be added to the Base Wage for the purposes of calculating overtime. Section 1 based on 2080 hours. (N/C)

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

*M. Richardson* 8-5-14  
\_\_\_\_\_  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

*Anthony V. Solfaro* 8/5/14  
\_\_\_\_\_  
ANTHONY V. SOLFARO DATE  
EMPLOYEE PANEL MEMBER

**A. WAGES – Article 11 – BASE WAGE SCHEDULE**

Section 1: Amend as follows. The Base Wage Schedule for all employees shall be as follows:

6-1-2011	6-1-2012	6-1-2013
3%	3%	3%

These percentage increases shall result in the following schedule:

(N/C) Step	(N/C) Years of Service	(3.0%) 6/1/11	(3.0%) 6/1/12
1	Starting Police Officer	\$38,457* \$18.4889/hr**	\$39,611* \$19.0438/hr**
2	After 1 Year	\$44,146 \$21.2240/hr	\$45,470 \$21.8606/hr
3	After 2 Years	\$50,155 \$24.1130/hr	\$51,660 \$24.8365/hr
4	After 3 Years	\$55,788 \$26.8212/hr	\$57,462 \$27.6260/hr
	Sergeant	\$62,762*** \$30.1740/hr	\$64,645*** \$31.0793/hr

(N/C) Step	(N/C) Years of Service	(3.0%) 6/1/13
1	Starting Police Officer	\$40,799* \$19.6149/hr**
2	After 1 Year	\$46,834 \$22.5164/hr
3	After 2 Years	\$53,210 \$25.5817/hr
4	After 3 Years	\$59,186 \$28.4548/hr
	Sergeant	\$66,584*** \$32.0115/hr

\* Annual equivalents are for information only. (N/C)

\*\* The official rate of pay is the hourly rate. (N/C)

\*\*\* The Sergeant(s) shall be paid a differential above Step 4 as follows: (N/C)

(N/C) 6/1/11	(N/C) 6/1/12	(N/C) 6/1/13
12.5%	12.5%	12.5%

✓  
CONCUR

DISSENT

*M. Richardson* 8-5-14  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

✓  
CONCUR

**SGT. DIFFERENTIAL**  
✓  
DISSENT

*[Signature]* 8/5/14  
ANTHONY V. SOLFARO DATE  
EMPLOYEE PANEL MEMBER

**CALL BACK PAY – Article 20, Section 1**

If employees are called back to work 30 minutes or more after the end of their scheduled tour of duty, they now receive a minimum of two hours pay at the overtime rate even if the call back assignment takes less than two hours to complete. They receive overtime pay for actual hours worked if they work more than the two hour minimum. The Association proposes to increase the call back minimum from two hours to three hours.

Comparable Police Departments provide the following relative to Call Back Pay:

MUNICIPALITY	MINIMUM CALL IN TIME
Village of Canton	2 Hours
City of Ogdensburg	4 Hours at the straight time rate
Village of Massena	Time and one-Half for not less than 2 hours
Village of Potsdam	2 Hours minimum
Village of Saranac Lake	2 Hours minimum
Village of Tupper Lake	2 Hours minimum

Accordingly, the Panel believes the following changes to Article 20, Section 1 are both fair and reasonable, and therefore makes the following **AWARD:**

An employee called back to work after completion of his/her tour of duty shall, except for court duty, receive a minimum of three hours pay at the overtime rate. If more than three hours are worked, he/she shall be paid at the overtime rate for the time actually worked.

An employee called back to work for “court duty” after completion of his/her tour of duty shall receive a minimum of two hours pay at the overtime rate. If more than two hours are worked, he/she shall be paid at the overtime rate for the time actually worked.

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

*M. Richardson* 8-5-14  
\_\_\_\_\_  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

*ATV* 8/5/14  
\_\_\_\_\_  
ANTHONY V. SOLFARO DATE  
EMPLOYEE PANEL MEMBER

**PERSONAL PROPERTY – ARTICLE 26, SECTION 1**

Under the current 2008-2011 CBA, employees are reimbursed for the cost of repair or replacement of prescriptive eye wear, dentures and watches if the property is damaged in the line of duty. There is no specified dollar limit on reimbursement for eye wear or denture, but the CBA limits damage to watches at \$50.00. The Association proposes to increase the cap for damage to watches to \$60 effective June 1, 2011 and to \$65 effective June 1, 2012.

The \$50 reimbursement rate for watches has not been increased since 2008. Accordingly, the Panel is of the opinion that a modest increase is warranted, fair and reasonable and therefore makes the following **AWARD**:

The limit of compensation for watches shall be as follows:

6-1-2011 (N/C)	6-1-2012 [+\$10.00]	6-1-2013 [+\$5.00]
\$50.00	\$60.00	\$65.00

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

*M. Richardson* 8-5-14  
\_\_\_\_\_  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

*ATV* 8/5/14  
\_\_\_\_\_  
ANTHONY V. SOLFARO DATE  
EMPLOYEE PANEL MEMBER

**B. OUT OF TITLE PAY – ARTICLE 35, SECTION 1**

Currently, in the absence of a Sergeant, the Senior Police Officer on duty is paid an additional \$2.25 per hour. The Association proposes to increase this rate to \$2.75 effective June 1, 2011 and \$3.00 effective June 1, 2012.

Practice among the Comparable Communities vary. Some (such as the Village of Malone) pay a flat rate of \$20.00 per shift. Others, such as Ogdensburg, pay a percentage over and above the Officer's rate of pay (8% above his/her hourly rate of pay), and others, like the Village of Canton pay a flat rate over and above the Officer's regular hourly rate (\$2.25/hour currently). All-in-all, the Village of Canton appears to reflect the norm and Officers in Charge have not seen a rate increase since 2010. Accordingly, the Panel finds the following to be just and reasonable and makes the following AWARD:

In the event there is no Sergeant working on a tour of duty, the Senior Officer on duty shall be paid the following additional amount as out-of-title pay for all hours worked:

6-1-2011	6-1-2012 (+ 0.25/hr)	6-1-2013 (+ 0.25/hr)
\$2.25 (n/c)	\$2.50	\$2.75

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

*M. Richardson* 8-5-14  
\_\_\_\_\_  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

*ATV* 8/5/14  
\_\_\_\_\_  
ANTHONY V. SOLFARO DATE  
EMPLOYEE PANEL MEMBER

**NEW ARTICLE – GENERAL PROVISIONS**

**Section 1** – Effective May 31, 2014, the Village shall include, in each payroll check, the employee's paid leave accruals to date, such as but not limited to vacation, sick leave, holidays, etc.

✓ \_\_\_\_\_ M. Richardson 8-5-14  
CONCUR DISSENT MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

✓ \_\_\_\_\_ AVS 8/5/14  
CONCUR DISSENT ANTHONY V. SOLFARO DATE  
EMPLOYEE PANEL MEMBER

**A. DURATION OF THE AWARD**

This Award shall be for the period of June 1, 2011 through May 31, 2014.

✓ \_\_\_\_\_ M. Richardson 8-5-14  
CONCUR DISSENT MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

✓ \_\_\_\_\_ AVS 8/5/14  
CONCUR DISSENT ANTHONY V. SOLFARO DATE  
EMPLOYEE PANEL MEMBER

**RETROACTIVITY AND IMPLEMENTATION OF THE AWARD**

It is the PBA's position that full retroactivity be paid back to June 1, 2011 to any unit member who worked during any period incorporated by this Award is due and owing. The Panel finds support for the PBA's position in the Appellate Division, Third Department's decision in *Baker*

vs. *Hoosick Falls Central School District*, 3 AD 3d 678 (3<sup>rd</sup> Dept. 2004). aff'g 194 Misc. 2d 116 (Sup. Ct. Rensselaer County, 2002).

Given the foregoing, the Panel makes the following Award:

The Panel awards full retroactivity back to June 1, 2011 to any unit member who worked during any period incorporated by the term of this Award. The Village shall pay all retroactivity no later than thirty (30) calendar days after the date of the Panel Chair's execution of this Award. The Village shall provide a worksheet to anyone receiving retroactivity setting forth how the calculation(s) was/were made and what it represents. The Village shall implement the Award the first full pay period after the date of the Panel Chair's execution of this Award.

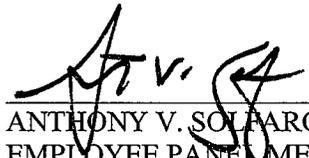
✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

 8-5-14  
\_\_\_\_\_  
MICHAEL A. RICHARDSON DATE  
EMPLOYER PANEL MEMBER

✓  
\_\_\_\_\_  
CONCUR

\_\_\_\_\_  
DISSENT

 8/5/14  
\_\_\_\_\_  
ANTHONY V. SOLARO DATE  
EMPLOYEE PANEL MEMBER

**REMAINING ISSUES**

The Panel has reviewed the demands and proposals of both parties, as well as the extensive and voluminous record in support of said proposals. The fact that these proposals have not been specifically addressed in this Opinion and Award does not mean that they were not studied and seriously considered in the context of contract terms and benefits by the Panel Members. In Interest Arbitration, as in collective bargaining, not all proposals are accepted, and not all contentions lead to agreement. Moreover, this Panel Chair is of the opinion that Interest Arbitration is not and was never designed to be a substitute for good faith negotiations but was designed as a mechanism to resolve disputes between Labor and Management that may exist notwithstanding their good faith negotiations. Accordingly, the Panel, in reaching what it has determined to be fair results, has not addressed or made an Award on many of the proposals



**RETENTION OF JURISDICTION**

The Panel hereby retains jurisdiction of any and all dispute arising out of the interpretation of this award for a period of 120 days from the date retroactivity is paid pursuant to this Award.

✓  
\_\_\_\_\_  
CONCUR                      DISSENT

*M. Richardson* 8-5-14  
\_\_\_\_\_  
MICHAEL A. RICHARDSON    DATE  
EMPLOYER PANEL MEMBER

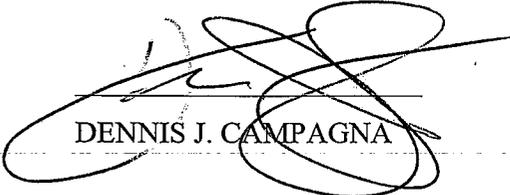
✓  
\_\_\_\_\_  
CONCUR                      DISSENT

*A. V. S.* 8/5/14  
\_\_\_\_\_  
ANTHONY V. SOLFAFO      DATE  
EMPLOYEE PANEL MEMBER

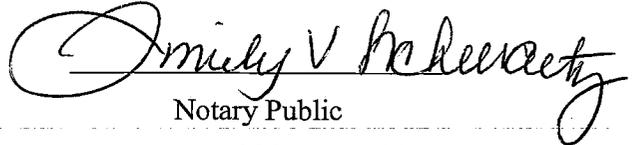
**ACCORDINGLY**, the Panel, following consideration of the record evidence and after due consideration of the statutory criteria, executes this instrument which is the Panel Award.

STATE OF NEW YORK)  
COUNTY OF WESTCHESTER) ss.:

On this 9<sup>th</sup> day of ~~June~~ <sup>August</sup>, 2014 before me personally came and appeared Dennis J. Campagna, Esq., to me known and known to me to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.



DENNIS J. CAMPAGNA



Notary Public

EMILY V. SCHWARTZ  
Notary Public, State of New York  
Qualified in Dutchess County  
No. 01SC6265129  
My Commission Expires 07-09-2016

STATE OF NEW YORK)  
~~COUNTY OF WESTCHESTER~~ <sup>ORANGE</sup>) ss.:

On this 5 day of ~~June~~ <sup>August</sup> ~~2014~~ <sup>HRR</sup> before me personally came and appeared Michael A. Richardson, to me known and known to me to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.



MICHAEL A. RICHARDSON

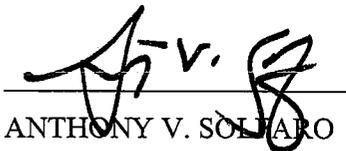


Notary Public

**MEGAN MAXWELL**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Qualified in Orange County  
Reg. No. 01MA6278664  
Commission Expires March 25, 20 17

STATE OF NEW YORK)  
COUNTY OF ORANGE) ss.:

On this 5<sup>th</sup> day of ~~June~~ <sup>August</sup>, 2014 before me personally came and appeared Anthony V. Solfaro, to me known and known to me to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.



ANTHONY V. SOLFARO



Notary Public

**MEGAN MAXWELL**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Qualified in Orange County  
Reg. No. 01MA6278664  
Commission Expires March 25, 20 17

**CANTON POLICE ASSOCIATION  
P.O. BOX# 631  
CANTON, NY 13617**

**April 30, 2014**

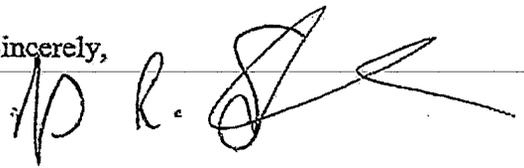
Dennis J. Campagna, Esq.  
50 Main Street, Suite 1000  
White Plains, New York 10606

Re: PERB Case Nos. IA2013-011; M2012-295  
Village of Canton and the Canton Police Association

Dear Panel Chair Campagna:

The Canton Police Association (PBA) hereby authorizes the interest arbitration panel, consisting of you, Michael Richardson for the Village, and Anthony V. Solfaro for the PBA, to issue an award covering the period from June 1, 2011 through May 31, 2014.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Santimaw', written over a horizontal line.

James Santimaw  
President



## VILLAGE OF CANTON, NEW YORK

60 MAIN STREET, CANTON, NEW YORK 13617-1267

TELEPHONE (315) 386-2871

FAX (315) 386-1361

May 19, 2014

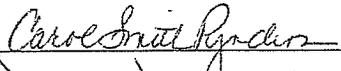
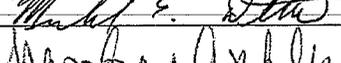
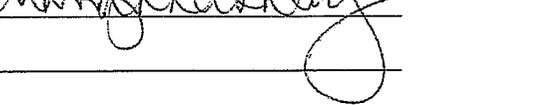
Dennis J. Campagna, Esq.  
50 Main Street - Suite 1000  
White Plains, New York 10606

Subject: PERB Case Nos. IA2013-011; M2012-295  
Village of Canton and Canton Police Association

Dear Panel Chair Campagna:

The Board of Trustees of the Village of Canton hereby acknowledges the Village's right under the Taylor Law to approve the additional funds to permit the implementation of a collective bargaining agreement, but notwithstanding these rights, the Board of Trustees consents to allow the interest arbitration panel, consisting of Dennis J. Campagna, Michael A. Richardson for the Village of Canton, and Anthony V. Solfaro for the Canton Police Association, to issue an award covering the period from June 1, 2011 through May 31, 2014.

Respectfully,

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

This institution is an equal opportunity provider, and employer. To file complaint of discrimination, write:  
USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410,  
or Call (800) 795-3272 (voice) or (202) 720-6382 (TDD).