

**PUBLIC EMPLOYMENT RELATIONS BOARD  
FACT-FINDING REPORT**

**Case Number: M 2010-128  
In the Matter of Fact-Finding Between**

**Village of Canton, New York**

**And**

**CSEA (DPW Employees Canton Unit)  
Local 1000 AFSCME, AFL-CIO**

---

**Impartial Fact Finder:**

**Ben W. Budelmann**

**For the Village:**

<b>Daniel C. Mckillip-</b>	<b>Spokesperson</b>
<b>Jessie Coburn-</b>	<b>Village Trustee</b>
<b>Joseph J. Frank-</b>	<b>Village Trustee</b>
<b>Sally Noble-</b>	<b>Village Clerk/Treasurer</b>

**For the Unit:**

<b>Edward L. Mulchy-</b>	<b>CSEA Labor Relations Specialist/Spokesperson</b>
<b>Richard DeLorme-</b>	<b>Unit President</b>
<b>Trevor C. Bombard-</b>	<b>Unit Secretary/Treasurer</b>
<b>Diane Johnson-</b>	<b>CSEA Labor Relations Specialist</b>

**BACKGROUND**

**On June 3, 2010, the Canton Village Employees Unit (Unit) notified the Village of Canton, New York (Village) Mayor they were prepared to negotiate for a successor agreement. The parties met four times (July 12, 21, August 2 and 23, 2010) in an attempt to negotiate a new Agreement, but could not come to resolution.**

**With this impasse, the New York State Public Employment Relations Board was notified and asked to help. On October 28, 2010, a PERB Mediator met with both parties and a tentative agreement was drawn. On November 15, 2010, the Unit notified the Village the tentative agreement was “Voted down by the membership”.**

Since the negotiations efforts proved unsuccessful and the results of one mediation session were not voted for (agreed to) by the Unit membership, the Village decided further mediation would not be helpful and requested a PERB Fact-Finding session. The undersigned Fact Finder was appointed on March 18, 2011 and met with both parties on May 26, 2011.

At the time of the fact-finding hearing, the Village and the Unit were still working under an agreement Effective June 1, 2005 - Expiration May 31, 2010. The Unit has nine (9) members which include the following job titles:

- Working Foreman
- Heavy Equipment Operator/Mechanic
- Heavy Equipment Operator
- Mechanic
- Light Equipment Operator
- Laborer
- W/S Foreman
- W/S Mechanic

At the conclusion of the Fact-Finding session, both parties agreed to file briefs by June 24, 2011.

---

---

### DISCUSSION

A. The Village has continued to emphasize the improper procedure of the Unit not having the person(s) available at the negotiating sessions who can make final decisions to Agreement changes and to allow the Unit members to “Vote it down”. The Village believes this issue is covered in the Ground Rules established during negotiations. The Village also requests the Fact Finder address this issue first.

It is not the role of the Fact Finder to make this decision. If they so choose, the Village Board could decide to file an improper practice charge with PERB to resolve this issue.

B. After considering the testimony during the Fact-Finding session and the information submitted by both parties since then, I believe the changes agreed to during the mediation session were fair and equitable for all involved. The changes from this session were “voted down” by the membership due mostly to a misunderstanding by the Unit members concerning a proposed bonus given to non-union employees. This may have been caused by a lack of communication to the Unit employees. Therefore, I recommend the same changes to the Agreement that were developed and agreed upon at the mediation session on October 28, 2010. I have made some minor changes to the previous tentative agreement to compensate for the loss of time since October of 2010.

C. The recommended changes to the Agreement are:

1. **Duration:**

2 year Agreement- June 1, 2010 to May 31, 2012  
Shall include any prior agreements (5.1 & 5.2)

2. **Wages:**

Effective June 1, 2010      3%  
Effective June 1, 2011      3%

3. **Health Insurance Contribution:**

Effective June 1, 2011      \$30/pay period for individual, 2 person and family  
New hires contribute 20%

4. **Retiree Health Insurance Contribution:**

Effective June 1, 2011      Retirement contribution shall be the same as when active  
No contribution for current, active employees in retirement  
(This shall be embodied in a side letter from the  
Village to CSEA)

5. **New Hire Wages:**

Effective 6/1/10      \$14/hr- Laborer, entry  
\$15/hr- Laborer, 1 year  
\$16/hr- Laborer, 2 years  
All other titles remain unchanged

6. **CDL:**

\$100.00 at renewal

7. **Clothing:**

Effective 6/1/10:      Increase to \$300.00

8. **Health Insurance Committee:**

The idea of forming a joint committee to study better insurance options should be worked on as soon as possible. It may not be important to establish dates, but the responsibility should be to make recommendations for improved changes that will profit both the Village and Unit members. This committee should be ongoing throughout the term of the Agreement and have regularly scheduled meetings. In addition, the education sessions (an important tool to communicate how the program works) could be a task assigned to the committee members.

---

All other issues (Call-in, Longevity, Sick Leave, Personal Leave, etc.) remain unchanged.

**These recommendations have been made in attempt to provide both parties impartial recommendations for developing a new bargaining Agreement. Some changes to proposals made were due to the time lost since the last Agreement expired on May 31, 2010.**

---

**I Ben Budelmann, do hereby affirm my oath as fact-finder that I am the individual who executed this instrument which is my recommendation.**

**Dated: July 15, 2011**

---

**Ben W. Budelmann  
Fact Finder**