

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
FOURTH JUDICIAL DEPARTMENT

Matter of Meegan v. Brown

92 CA 10-01993 · No. 92 CA 10-01993 · Decided February 18, 2011

SUMMARY

The New York Appellate Division, Fourth Department, affirmed an order denying the City of Buffalo respondents’ motion to stay arbitration of a grievance concerning collective bargaining agreement benefits for police officers receiving General Municipal Law § 207-c benefits. The court held that the City could not unilaterally discontinue a longstanding past practice of paying those benefits and was required to negotiate any change with the bargaining representative. The scope and intent of the collective bargaining agreement’s maintenance-of-benefits clause and the past practice were held to be proper subjects for arbitration.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Fourth Judicial Department
WRITING FOR THE COURT	Smith, J.P.; Fahey, J.; Carni, J.; Sconiers, J.; Martoche, J.
JURISDICTION	New York
DECIDED	February 18, 2011
DOCKET	92 CA 10-01993
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order of Supreme Court, Erie County, in a CPLR article 75 proceeding. The order denied respondents' motion to stay arbitration and directed the police commissioner to conduct a Step 3 grievance hearing and issue a Step 3 response under the collective bargaining agreement.
STANDARD OF REVIEW	Review of whether the grievance was arbitrable and whether respondents were entitled to a stay of arbitration under CPLR article 75.
PRECEDENTIAL VALUE	published
PARTIES	Byron W. Brown, as Mayor of City of Buffalo, H. McCarthy Gipson, as Commissioner of Police, City of Buffalo v. Robert P. Meegan, Jr.,

individually and as President of Buffalo Police Benevolent Association, Buffalo Police Benevolent Association

TOPICS

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PRACTICE AREAS

municipal law labor law employment law contracts arbitration

QUESTIONS PRESENTED

1. Whether respondents could obtain a stay of arbitration of a grievance concerning the unilateral discontinuance of collective bargaining agreement benefits paid to police officers receiving General Municipal Law § 207-c benefits.
2. Whether the City could unilaterally discontinue a longstanding past practice of paying collective bargaining agreement benefits to officers receiving General Municipal Law § 207-c benefits.
3. Whether the grievance improperly sought arbitration of respondents' statutory obligation to pay General Municipal Law § 207-c benefits.

HOLDINGS

1. The grievance concerning the scope and intent of the collective bargaining agreement's Maintenance of Benefits clause and the parties' longstanding past practice was properly subject to arbitration, and respondents were not entitled to a stay.
2. Respondents lacked authority to unilaterally discontinue payment of the benefits because the longstanding past practice could not be unilaterally modified and the collective bargaining agreement imposed a duty to negotiate changes to that practice.
3. The grievance did not improperly seek arbitration of the statutory § 207-c benefits obligation; it concerned additional collective bargaining agreement benefits and the unilateral discontinuance of a past practice.

KEY QUOTATIONS

“A past practice concerning [fringe] benefits for current employees, even where unrelated to any specific contractual provision, cannot be unilaterally modified by the public employer” (at 2)

“a duty to negotiate with the bargaining representative of current employees regarding any change in past practice affecting [such] benefits” (at 2)

FACTUAL BACKGROUND

The City of Buffalo had paid collective bargaining agreement benefits to police officers receiving General Municipal Law § 207-c benefits for more than 40 years. Respondents notified petitioners that they were unilaterally discontinuing contractual benefits not expressly provided by the collective bargaining agreement for

officers receiving § 207-c benefits. The collective bargaining agreement also contained a Maintenance of Benefits clause preserving beneficial conditions not specifically provided for or replaced by the agreement.

PROCEDURAL HISTORY

Petitioners filed a grievance concerning respondents' refusal to pay certain collective bargaining agreement benefits to police officers receiving General Municipal Law § 207-c benefits. Supreme Court denied petitioners' application for a preliminary injunction and denied respondents' motion to stay arbitration, while directing a Step 3 grievance hearing and response. Respondents appealed, and the Appellate Division unanimously affirmed without costs.

DISPOSITION

affirmed

CASES CITED

- Matter of Uniform Firefighters of Cohoes, Local 2562, IAFF, AFL-CIO v City of Cohoes, 94 N.Y.2d 686, 694-695
- Matter of Aeneas McDonald Police Benevolent Assn. v City of Geneva, 92 N.Y.2d 326, 332
- Matter of Board of Educ. of Norwood-Norfolk Cent. School Dist. [Hess], 49 N.Y.2d 145, 153
- Matter of Village of Spring Val. v Policemen's Benevolent Assn. of Vil. of Spring Val., 271 A.D.2d 615, lv denied 95 N.Y.2d 760
- Matter of Board of Educ. of N. Babylon Union Free School Dist. v North Babylon Teachers' Org., 155 A.D.2d 599