

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
CASE NO. CA-0053 M75-722

NEGOTIATION

IN THE MATTER OF THE ARBITRATION
BETWEEN
CITY OF NIAGARA FALLS
AND
LOCAL 714, UNIFORMED FIRE FIGHTERS
ASSOCIATION AFL-CIO

AWARD
OF
PUBLIC
ARBITRATION
PANEL

THE PUBLIC ARBITRATION PANEL

NATHAN COHEN, PUBLIC MEMBER AND CHAIRMAN
WILLIAM M. PATERSON, SR., EMPLOYER PANEL MEMBER
JACOB A. PALILLO, EMPLOYEE ORGANIZATION PANEL MEMBER

APPEARANCES:

FOR THE CITY: CARL E. MOORADIAN, CORPORATION COUNSEL: FOR LOCAL 714,
BERNARD E. STACK, ESQ.

On January 6, 1976, the New York State Public Employment Relations Board's Chairman, Robert D. Helsby, designated the above named individuals as a Public Arbitration Panel to hear and determine the unresolved issues in the collective negotiations between the parties for the period commencing January 1, 1976. The jurisdiction of the Public Arbitration Panel arises out of Section 209.4 of the New York Civil Service Law.

A hearing was conducted by the Public Arbitration Panel on February 12, 1976 at Niagara Falls, New York. Both parties were present and were given an opportunity to present evidence and argument in support of their respective contentions.

After considering the recommendations made earlier by Fact-Finder, Thomas G. Gutteridge on November 17, 1975 and also considering the available evidence concerning:

- A. Comparisons of the wages, hours and conditions of employment of the employees represented by Local 714 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 the City of Niagara Falls and other 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. Such other factors which are normally or traditionally taken into consideration in determining wages, hours, and conditions of employment;

The undersigned members of the Public Arbitration Panel make the following award with respect to issues contained in the petition of Local 714 Uniformed Fire Fighters Association, AFL-CIO dated December 5, 1975 which commenced this arbitration proceeding under Section 209.4 of the New York State Civil Service Law for the calendar year commencing January 1, 1976:

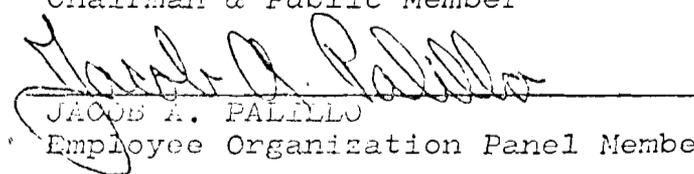
AWARD

1. The annual salaries of all employees in the Negotiating Unit is increased by \$753.90.
2. No change from the provisions in effect at the end of 1975 with respect to shift differential pay.
3. No change from what was required at the end of 1975 with respect to meal allotments.
4. No change from the provisions in effect at the end of 1975 with respect to funeral leave.
5. All employees, upon giving adequate and reasonable advance notice, shall be entitled to up to three days of leave with pay annually for personal business needs. One of said three days shall be deductible from the employee's accrued sick leave. Any unused personal leave shall be accrued from year to year up to a maximum of five (5) days.
6. No change from the provisions in effect at the end of 1975 with respect to accumulated unused sick leave at time of an employee's retirement.
7. The existing XBR rider with respect to major medical coverage be replaced by the \$250,000.00 BC/BS major medical rider as soon as feasible, but no later than July 1, 1976. The additional cost of such new coverage shall be equally shared by the City and the affected employees. The City shall replace eyeglasses of employees in the Negotiating Unit which are lost or damaged while such employees are engaged in fire or other duly related emergency operations. Dental insurance coverage is denied.
8. Platoon Chiefs and Battalion Chiefs shall be entitled to a

\$400.00 annual clothing allowance if such individuals are required to wear a dress uniform while on duty.

9. No change from the provisions in effect at the end of 1975 with respect to paid holidays.
10. Termination pay is denied.
11. No change from the provisions in effect at the end of 1975 with respect to release time for employees engaged in Firefighter Association business.
12. All employees required to work on a stand-by or on-call basis as part of their regular duties shall receive additional compensation of \$1,000.00 per year.
13. Vacation entitlement shall be increased to six weeks annually for employees after twenty-five years of service. All employees in the Negotiating Unit shall be entitled to accrue unused vacation entitlement from year to year up to a maximum of twelve (12) weeks.
14. The provisions for \$500.00 life insurance protection for retired employees under Section 2 (c) or 4 (b) of Article XI shall be increased to \$1,500.00 no later than July 1, 1976.
15. Manning demands will be handled in another proceeding and no determination is made as to the merits in ^{he} this award.
16. ^{we} Retirees whose age and years of service total 75 or more shall be given paid-up Blue Cross/Blue Shield coverage (including ~~2~~ \$1.00 co-pay prescription drug rider) except that no employee who retires before the age of 55 shall be eligible for this benefit. The City shall be entitled to receive a waiver of such benefits from retirees in the event the retiree receives such coverage from other sources.


NATHAN COHEN
Chairman & Public Member


JACOB A. PALILLO
Employee Organization Panel Member

WILLIAM M. PATERSON, SR.
Employer Panel Member

STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.:

On this 13th day of February, 1976, before me, the subscriber,

personally appeared NATHAN COHEN and JACOB A. PALILLO, to me personally known and known to me to be the same persons described in and who executed the within instrument, and they duly acknowledged to me that they executed the same.

Barbara Clements

NOTARY PUBLIC

Notary Public for the State of New York
Appointed in Niagara County
My Commission expires March 30, 1921

NEW YORK STATE PUBLIC
EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration Between *

THE CITY OF NIAGARA FALLS

and

LOCAL 714, UNIFORMED FIRE FIGHTERS
ASSOCIATION, AFL-CIO *

STATEMENT OF THE
CHAIRMAN OF THE
PUBLIC ARBITRA-
TION BOARD

The Public Arbitration Panel conducted the hearing in this matter on February 12, 1976. On the whole, the evidence submitted at the hearing appeared to be almost identical to what was submitted to Fact-Finder, Thomas G. Gutteridge in October 1975. In his report, Mr. Gutteridge noted that the City had made little or no effort to negotiate an agreement and he urged that the City and the Association make a good faith effort to resolve some of the outstanding issues. Unfortunately, there was slight evidence that this advice was heeded and, instead, the parties proceeded to summarily invoke the statutory provisions for binding arbitration.

The City detailed its financial plight at the hearing. It outlined the various management actions which it has instituted to effectuate more efficient and economic governmental operations. Among those was a realignment and reduction in the number of fire halls so that the department is now operated in a less costly manner with less personnel, but with an obviously greater work load for the remaining

personnel.

The City submitted in evidence its budget and its contents were summarized at the hearing. It highlighted its past budgetary deficit and its anticipated deficit for the current year. Yet, the City admittedly did not avail itself of its full taxing power. It sought instead to minimize the tax increases primarily by insisting that no salary or fringe benefit changes should be made this year unless there is a trade-off of existing benefit dollars for an identical number of salary dollars at no increased cost to the City. Such a posture might have merit if the Consumer Price Index was relatively stable. However, where price inflation is still approximately 7% annually, the City is, in effect, insisting that the fire fighters take a 7% cut in purchasing power at the very same time that their work load and productivity presumably have been increased because of the diminution in the work force.

It may well be true as argued by the City, that the Niagara fire fighters have had somewhat better salary and fringe benefit conditions in past years than were enjoyed by their counterparts in other western New York cities. However, there is little in the statistics to indicate that they were so far ahead in the western New York area to justify the granting of no salary increases this year. And, if a comparison is made on a state-wide basis, there is no

indication that Niagara fire fighters had any noticeable overall advantage over fire fighters generally throughout the state.

The City attempted to justify its holding-the-line approach on the grounds that there was a tandem relationship between what fire fighters receive and what will be granted other City employees. This concept should not be adopted as inevitable. Most public employers and unions differentiate between the salaries and working conditions of public safety employees and employees employed in other activities and their contracts usually reflect such substantial differences. As the employees other than fire fighters are presumably represented by other organizations and negotiate independently for their salaries and benefits, it appears improper to assume that the fire fighters benefits are automatically transferrable to all other City employees.

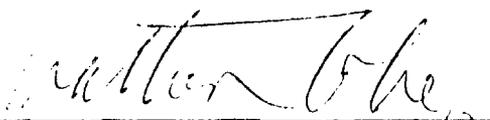
In reviewing the evidence, I found no sufficient basis was provided by either of the parties to deviate substantially from Fact-Finder Gutteridge's recommendations. As indicated earlier, the evidence submitted at the arbitration hearing appeared to be almost identical to what was furnished to Mr. Gutteridge. His analysis of the evidence appears to have been well-reasoned and his recommendations appear to have been proper under the existing circumstances.

The Award made minor changes in the Fact-Finder's recommendations either where he apparently misunderstood existing practices in other negotiating units such as with respect to personal leave or where the passage of time has necessitated an extension of time to institute benefits such as with life and major medical insurance improvements.

The contents of the Award obviously do not meet either the aspirations of the Fire Fighters who sought greater gains, or of the City representatives who sought to reduce the budgetary deficit by holding the line on expenditures. However, when parties merely give only lip-service to the negotiations process and rely on neutrals to write their contracts they cannot expect such neutrals to rubber stamp the subjective judgmental values of either of the parties as to what employees should be paid, or as to how much to tax or how expenditures should be apportioned.

The parties must learn to attempt to recognize and adjust to the needs of each other without adopting arbitrary immutable stances so that an accommodation can be reached, difficult as it may be to do so. Most employers and unions in both the private and public sectors in this State and elsewhere usually negotiate their own agreements without the need for determinations made by third parties. This should be a primary goal in the future for the negotiators on both sides in Niagara Falls.

The Award of the Arbitration Panel was not signed by Mr. Paterson, the City designated arbitrator. Mr. Paterson stated that he dissented from the Award. Rather than indicating any specific dissent to any particular position of the Award, Mr. Paterson stated that he would write a separate dissenting opinion and award at a later date.


NATHAN COHEN, Chairman

Dated: February 19, 1976

