

DEC 1 1978

In the Matter of Arbitration between

VILLAGE OF ILION, NEW YORK
and
ILION FIREFIGHTERS, LOCAL #1185

CONCILIATION

OPINION and AWARD
Interest Arbitration
Perb Case Nos. 1A-67; M78-190

I. INTRODUCTION

The parties at impasse are the Village of Ilion, New York (hereinafter referred to as the "Employer" or the "Village"), and the Ilion Firefighters, Local #1185 (hereinafter referred to as the "Firefighters," "Firemen," or the "Employees"). The last effective collective bargaining agreement expired on January 31, 1978, without adoption of a successor agreement. The present proceeding is an Interest Arbitration conducted pursuant to Section 209.4 of the Public Employees Fair Employment Act, Article XIV of the Civil Service Law.

Pursuant to the provisions of Section 209.4, a panel was designated on August 24, 1978, with the Employee organization designee being changed by consent of the parties effective September 16, 1978.

A hearing was held at the Village Hall, Ilion, New York, on September 16, 1978, at which time the parties were afforded full opportunity to present arguments, exhibits, and testimony, and to cross-examine adversary witnesses fully to develop their respective positions. The record was closed at the conclusion of that hearing. Appearances were as follows:

For the Firefighters

Dominick A. Timpano, Executive Vice President, NYS Professional Firefighters

Michael Masur, Advocate, President of Ilion Firefighters, Local #1185

Frank S. Luppino, Secretary, Ilion Firefighters, Local #1185

For the Employer

Jack Manley, Counsel

Charles Schierholtz, Chief, Ilion Fire Department

Maynard Chapin, Witness, Clerk-Treasurer, Village of Ilion

Ms. Janet Kirkland, Witness, Trustee and Police Commissioner, Village of Ilion

Robert Bulson, Witness, Trustee, Village of Ilion

The issues before the panel, numbering 15 in all, were enumerated in the Employee organization petition filed pursuant to Section 205.4 of the Rules of Procedure of the New York State Public Employment Relations Board. These will be identified and treated with individually in the "Opinion" section of the present document.

II. FIREFIGHTERS' POSITION

The Firefighters assert their benefits and wages consistently have lagged behind practice in other comparable jurisdictions but that, in the absence of compulsory interest arbitration, they were, in the final analysis, at the Employer's mercy. In the Firefighters' view, minimal appropriate standards of empathy were not met and they, therefore, claim to be seeking implementation of practices comparable with those allegedly prevailing elsewhere in the present proceedings. The last negotiated agreement expired on January 31, 1978, and the Firefighters are seeking an agreement retroactive to that date which will increase salaries by 15% and increase various longevity increments by from \$100.00 to \$300.00 - in addition to other benefits. Additionally, the Firefighters are seeking a second-year contract expiring January 31, 1980, which would increase salaries in all positions by an additional 15%.

The thrust of the Firefighters' argument is that the Elion Firefighter is a fully-trained, disciplined individual whose responsibilities, risks, knowledge and skills are comparable to those associated with the firefighting profession as practiced in other communities. They are charged with protecting an estimated \$112 million in properties and inventories located in an area of some 2.4 square miles. Typically, three Firefighters are on duty at any one time, with others being subject to call. The entire regular force consists of some 15 Firefighters and a Chief, for a total of 16 persons, who are supplemented by about

100 individuals serving in a volunteer status deployed in two companies of about 50 persons each. The Firefighters indicate the number of alarms to which they have responded has risen from about 165 per annum in 1958 to more than 460 per annum in 1968. In general, the alarm rate is shown as having tapered off to about 390 per annum for the 1968-78 period, though there appears to have been a substantial increase to up over 500 calls per annum in 1977. This is said to indicate the community's reliance upon the Firefighters has in no way diminished and has, in fact, increased in recent years.

By way of comparable or prevailing wage levels, the Employees cite average weekly earnings, and average hourly rate, and average weekly hour statistics released by the New York State Labor Department for April, 1978, on the basis of which they calculate that the Ilion Firefighter is being paid about 81¢ per hour less than factory production workers in the immediate region. Additionally, they cite other Union scales in the immediate vicinity which comparison encompasses construction workers for various categories, Teamsters, a local arms plant, and meat cutters. The average earnings of these other Unionists, it is asserted, is nominally \$5.00 per hour greater than that of the Ilion Firefighter. An additional comparison was made with some eight other village or town fire departments in communities of roughly comparable populations. The average annual salary developed from among these referenced communities is nominally

\$2,500 per annum higher than that of the Ilion Firefighter. These data were further bolstered through a review of recent changes in the Consumer Price Index which shows the C.P.I. to have been rising more rapidly than Firefighters' compensation.

In dealing with the question of ability to pay, the Firefighters commissioned a report by a Mr. Edward J. Fennell of Cohoes, New York. His report, dated September 12, 1978, building on a review of the town budget, annual report, tax margin statement, and debt position, concludes the Village is capable of meeting the demands of a reasonable award.

Finally, in its closing arguments, the Firefighters requested an award that will "bring the Ilion Firefighter within the same pay scale of other Firefighters throughout New York State," and further amplifies on its position by requesting "an award that the Ilion Board can afford and an award that both parties can live with for two years..."

III. THE EMPLOYERS' POSITION

The Employer relied upon the testimony of Fire Chief Charles Schierholtz to describe the department and establish that it has been at its present 16-man strength for the past six years. The witness testified to the effectiveness of the two volunteer companies, pointing out that the department maintains radio call equipment at the homes of some 50 volunteers and all paid Firefighters. This system is supplemented with a whistle system which codes locations in sending out alarms. The witness

indicated that the ambulance service is a joint Police and Fire Department operation, and that the increased call frequency appears to be related to the assignment of ambulance duties to the Firefighters. The witness, in cross-examination, noted that from 15 to 35 volunteers were typically at a fire and that about in 75% of the cases, the fire was extinguished by the regulars prior to the arrival of the volunteers.

Ambulance driving is always assigned to full-time Firefighters and, as a result, when the ambulance is out only two men are left to man the apparatus.

The Employer relied upon the testimony of Mr. Maynard Chapin, the Village Clerk-Treasurer, to set forth the financial position of the village. Mr. Chapin has been the chief fiscal officer of the village for some 13 years. He testified that the Police, Public Works and Firefighters represented some 90% of the Employees, and that the 5% increase had been built into the budget at the outset. Subsequently, the Village agreed to a deferred additional 2% and it was testified that these monies are not in the budget. The additional 2% was shown to cost roughly \$2,300 in fiscal 1978, and about \$7,500 in fiscal 1979 for the Fire Department alone.

The witness further testified that, as of January 31, 1978, the Village general fund had a \$34,874.00 deficit and the witness also testified that the Fennell report includes within the City's funds monies over which it has no control, specifically

those of the Water Department which is independently operated. The assets account, as relied upon by Mr. Fennell, was said to include delinquent taxes, some of which are not collectable. In 1978, some \$78,000 in tax monies was unpaid as of September 1, and he estimates an additional \$40,000 from prior years will prove uncollectable. The witness testified that Ilion collects "better than 95%" of all taxes due.

The current situation respecting revenue for the 1978-79 year was summarized as follows:

<u>Source</u>	<u>Estimated Revenue</u>	<u>Collected</u>	<u>Forthcoming</u>
General revenues	\$643,000	\$292,000	\$350,000
Taxes	1,049,000	971,000	78,000

APPROPRIATIONS FOR 1978

<u>Appropriated</u>	<u>Expended to Date</u>	<u>To Be Expended</u>
\$1,693,000	\$971,000	\$721,000

The present liquid asset position was described as follows:

Cash on hand	\$105,000
Certificates of Deposit	<u>140,000</u>
Total	\$245,000
Anticipated general revenues	\$350,000
Anticipated from taxes	<u>78,000</u>
Total	\$673,000
Total additional monies to be spent in budget year	<u>\$721,000</u>
Net Difference	\$48,000 (shortfall)

The witness did specify the Village carries a contingency fund amounting to \$37,000 which is set up in the 1978 budget, and conceded that these monies would be available were it not to be realistically anticipated that some departments already have or will overspend. In addition, the additional 2% increase must be paid out of these funds.

Additionally, the witness testified that the 1978 budget was, at the outset, encumbered with an approximately \$35,000 obligation to compensate for uncollected 1977 anticipated revenues against which a revenue anticipation note has been issued in order to raise funds to meet 1977 obligations. The witness testified also as to the comparative contract salaries for the fire departments in Ilion, Little Falls, and Herkimer. These three communities are contiguous or lie in close proximity to one another and are characterized by similar population numbers. In light of this, the Employer argues, these communities provide a determinative sample of prevailing practice which should be relied upon in resolving the issue at hand. Practice respecting wage rates are roughly comparable among the three departments when Ilion 1977 data is matched against 1978 data in the other two jurisdictions.

Mr. Chapin testified that other departments, namely, Police and Public Works, are operating with fewer staff members than in past years, and that the productivity improvement implicit in this action contributed savings which the Employer could

distribute in the form of wage and benefit improvements. The Fire Chief, it will be recalled, testified that the Fire Department strength had not diminished in many years.

The witness set forth the cost burdens ascribable to the Village contributions for Police and Fire Department Pension Plans which they estimate will rise to a total of about \$50,000 per year, about 60% of which is attributable to the Fire Department operations in 1979. A non-contributory plan was adopted in 1976 which putatively provided an additional 8.31% in pretax take-home pay to Police and Fire Department staff members.

Ms. Janice Kirkland, acting in her capacity as Police Commissioner, a post she has held since March, 1975, testified that the Police Department is operating with a 13 to 14-man staff vs. 15 or 16 in the past. In response to a Union allegation that the Police Department was compensating for its reduced staffing with excessive overtime, the witness testified that overtime costs amounted to nothing like the pay of two or three men as alleged. In fact, she contended there was usually little overtime as the department relies upon special officers to deal with unusual demands.

Further testimony on behalf of the Employer was provided by Mr. Robert Bulson, a Trustee and member of the negotiating committee, who reviewed the salient points of the respondent's reply to the Firefighters' petition submitted pursuant to Part 205.5 of the Rules of Procedure of the Public Employment

Relations Board.

IV. OPINION

Issue #1 - Duration of Agreement

The Firefighters have proposed a two-year agreement retroactive to February 1, 1978, expiring January 31, 1980. Whatever fundamental strength this proposal may have had at the outset has clearly been reinforced by the passage of time which will, in fact, have depleted most of the first year of life by the time the instant award is forthcoming.

We, therefore, recommend adoption of a two-year agreement commencing retroactively on February 1, 1978, and expiring on January 31, 1980.

Issue #2 - Increase in Clothing Allowance

The Firefighters have requested a \$25.00 per annum increase in clothing allowance. This would raise the allowance to \$100.00 per annum, subject to the conditions set forth in Article II, Paragraph 1, of the expired agreement.

It is our belief that the cost of providing this benefit, as proposed, would be most modest and justifiable in the light of practice in other jurisdictions. We, therefore, recommend its implementation effective in the second year of the agreement.

Issue #3 - Initial Issue of Clothing

The Firefighters have requested an initial issue of

clothing and full dress uniform for new members of the department. Our research discloses that this is, in fact, current practice which the Village intends to continue. Consequently, no further action on this matter is required of this arbitration panel.

Issue #4 - Conferences and Seminars

The Firefighters have requested that money be budgeted for attendance at Firefighters' Conferences and Seminars. We are advised that \$300.00 per year is budgeted for this purpose, and we will award for continuation of this practice in the second year of the agreement.

Issue #5 - Call-back Allowance

The Union has requested a minimum two-hour call-back for responding to fires or other emergencies. While such call-back allowances or longer are allowed in other jurisdictions, we believe a lesser allowance would be appropriate in Ilion in view of the communications system described in the Chief's testimony and the fact that the District's responsibilities are geographically concentrated in about 2.5 square miles. We will, therefore, award a one-hour call-back allowance effective in the second year of the agreement.

Issue #6 - Acting Chief Pay

The Union has requested that the Deputy Chief receive the Chief's pay when he substitutes for the Chief when he is absent for vacation, days off, sick time and the like. We propose the following language to treat with the situation - effective with

the second year of the agreement.

"Whenever a Deputy Chief is required, in the absence of the Chief, to become Acting Chief, assuming the Chief's ongoing command responsibilities, and such assignment as Acting Chief persists beyond one tour, or 48 hours, whichever ends later, said Acting Chief shall at that point become entitled to Chief's pay for subsequent services rendered until relieved of Acting Chief responsibilities."

Issue #7 - Acting Deputy Chief Pay

This issue is the same as that outlined in Issue #6, above, except that it involves a Firefighter temporarily assuming the responsibilities of the Acting Deputy Chief. We propose to treat with this issue effective with the second year of the agreement by adopting the following language.

"Whenever a Firefighter is required, in the absence of the Deputy Chief, to become Acting Deputy Chief, assuming the Acting Deputy Chief's ongoing command responsibilities, and such assignment as Acting Deputy Chief persists beyond one tour, or 48 hours, whichever ends later, said Acting Deputy Chief shall, at that point, become entitled to Deputy Chief's pay for subsequent services rendered until relieved of Acting Deputy Chief responsibilities."

Issue #8 - Dental Health Plan

The Firefighters have requested an Employer-paid dental health plan. We find that the cost of providing an effective plan to be excessive in light of the Employer's ability to pay and other obligations imposed upon it by other provisions of this award. This demand is, therefore, denied.

Issue #9 - Food Allowance

The Firefighters have requested an increase in their present \$3.00 per day food allowance, which would raise it to \$4.00 a day. In view of practice in other jurisdictions, as well as other obligations being imposed upon the Employer at this time, we are denying this demand.

Issue #10 - Fitting and Purchase of Eyeglasses

The Firefighters have requested full payment for eyeglasses and examinations. The panel, in executive session deliberations, concluded that present practice is to allow \$25.00 per annum as a reimbursable amount for expenditures associated with fitting and purchasing eyeglasses. In view of the nature of the Fireman's duties and prevailing prices, we are awarding a \$50.00 per year replacement allowance for glasses broken in the course of duty where such purchase receives prior approval by the Chief. This provision is to be implemented in the second year of the agreement.

Issue #11 - Life Insurance

This issue, relating to life insurance, was resolved by the parties.

Issue #12 - Hospitalization

The Employees are proposing the Employer provide a hospitalization plan after retirement. The panel observes that Village Policy, Paragraph 3.081, provides for unused sick leave to be converted into family medical insurance consistent with

provisions of Paragraph 341-J of the N.Y.S. Social Security and Retirement Regulations. We believe this to be reasonably consistent with practice elsewhere, as well as with the Village's ability to pay, and we will deny any improvement in this provision at this time.

Issue #13 - Longevity Increase

The Union has requested a change in longevity increments which, in the expired contract, consisted of four increments of \$100.00 each payable after 5, 10, 15 and 20 years of service, respectively, with the total amount of longevity pay not to exceed \$400.00.

In consideration of practice elsewhere, the Employer's ability to pay, and the salary levels in the department, we are awarding the following schedule - effective the first year of the agreement.

Increment #1 After three years of service	\$100.00
Increment #2 After seven years of service	\$125.00
Increment #3 After twelve years of service	\$150.00
Increment #4 After seventeen years of service	\$150.00

The total amount to be received in increment pay will not exceed \$525.00 per annum. In applying the increment, past incremental entitlements shall be forthcoming. Thus, an Employee in the thirteenth year of service, formerly receiving

\$200.00 per annum, will be entitled to \$375.00 per annum.

Issue #14 - Pay for Work during Scheduled Vacation Period

The Firefighters have proposed they be allowed to work during their vacation week, and receive, in addition to their regular pay, vacation week pay which would, in effect, provide them with double their normal pay for the vacation week.

This panel is, in principle, opposed to such an arrangement since we believe vacation periods to be negotiated for the purpose of providing the individual with rest and recreational time away from the demands of the work place. We do not perceive of vacation periods as collectively-negotiated time off to be bartered back for increased earnings by the individual. We can, however, appreciate that conditions will arise under which the Employee and the Employer may be mutually agreeable to such an arrangement, and we will award for adoption of this proposal in the second year of the agreement, subject to the following provisos:

1. That the individual involved and the Employer mutually agree upon the arrangement.
2. That the arrangement be employed with discretion.
3. That its use not be institutionalized, i.e., allowed to become typical practice.

Issue #15 - Salary

The Firefighters have proposed a 15% pay increase on present salary each year. Extensive testimony and argument was presented by both parties focusing mainly on this issue at the hearing. We are faced with the problem of achieving a balance among the Employees' demands and prevailing practice elsewhere - and the Employer's ability to pay. In general, we find Ilion or, more specifically, Herkimer County's personal income per capita to be roughly comparable to other upstate rural counties. We may, in a limited way, rely upon this as one indicator of ability to pay. However, if we consider first the Employer's proposal of 5% payable effective February 1, 1978, and 2% payable effective October 1, 1978, we deal at the outset with a sum which the Employer has implicitly conceded to fall within the bounds of his fiscal capabilities. The question to be further explored in this regard is how the salaries which would derive from this increase compare with comparable jurisdictions. We find, in reviewing the second 1978 Report of Salaries Paid New York State Fire Departments, released by the New York State Public Employment Relations Board in October, 1978, that the resultant salaries would compare not extremely unfavorably with those in the modest strata of upstate villages and small cities.

We are, therefore, constrained to award first year increases of 5% effective February 1, 1978 - and 2% effective

October 1, 1978. This award does not significantly disturb the nominal historical differential among Ilion and other comparable jurisdictions. It does, however, defer a margin of consideration to be factored into the judgment-making process for the second year.

In addressing ourselves to the second year salary adjustment, we concern ourselves with the Village's ability to pay, its recognized cash flow problems, and, finally, the level to which Ilion Firefighters' salaries will have advanced relative to currently-prevailing salary levels in other jurisdictions by the time the contract has expired. We cannot, of course, factor in productivity improvements since it appears unlikely that these will be realized with the force consisting of only three men on simultaneous duty, one of whom may be called away on ambulance duty. We are, however, impressed with the fact that the Firefighters did contribute to productivity by voluntarily contributing off-duty time to repair and rebuild equipment and facilities. While this is a nonrecurrent, or at best infrequently recurring productivity improvement, it does speak well for the Employer/Employee relationship in this jurisdiction.

This panel pretends to be neither omniscient nor prescient and is, therefore, unable uncannily to foretell what the District's revenue position will be in 1979. We can, however, make an effort to adjust the Village constitutional tax margin calculations shown on Employer Exhibit V, utilizing past history

as a guide. Firstly, of course, the values shown on line 5 will be deleted and replaced by those on line 6. In a similar manner, the values on line 7 will move to line 6; those on line 8 will move to line 7; and those on line 9 will move to line 8. At this juncture, we are forced into the realm of speculation as to the values which will develop on line 9. Firstly, it seems reasonable to predict the assessed valuation of taxable real estate, shown in column 1, will increase by at least \$100,000 over 1978 in the year 1979. The only rise in the last four years to be less than this was from 1976 to 1977, when a mere \$32,000 in added value was generated. In the other three years, however, the rise ranged from about \$262,000 to \$307,000 - and the year 1978 exceeded 1977 by \$265,000.

Turning next to column 2, State Equalization Rate, we are assuming the equalization rate will drop by at least 1%. The only drop less than this amount occurred in 1976 when it was nominally .8%, but in 1977 it was nominally 1.4%, and in 1978 it was 1.63%.

In summary, we have assumed assessed values will rise by about \$100,000, and that the equalization rate will be reduced by 1%, both estimates being, in our view, conservative relative to assessing the Employer's ability to pay. Utilizing these values, we estimate the full valuation of taxable real estate, which will appear in column 3, line 9, for the year 1979, to be \$50,856,607, and, on this basis, line 10, Total Full Valuation,

should rise to \$227,603.050. This would provide a five-year average of \$45,520,610 - and the 2% of average full valuation would, therefore, become \$910,412 before exclusions. We are assuming the exclusions to be essentially equivalent to those prevailing in 1978, and this would indicate the Village will have a total taxing power of something approximating \$1,179,560. This is nominally \$130,000 higher than the 1978 tax levy. This value, in our judgment, represents less than an extreme outer limit on the Village's likely ability to pay as it does not consider probable increases in other revenues. We have also neglected to deduct for added "uncollectables" because the relatively small amount involved is, in our judgment, readily absorbable within our margin of conservatism.

It should be noted that we are not presuming local government should necessarily exhaust its tax margin, or that all these monies could, under any circumstances, be allocated solely to the Fire Department budget. We do, however, urge that tax margins should not be protected from invasion where their preservation rests upon salary structures which are out-of-step with comparable practice.

In reviewing existing salary levels and considering the levels which would be achieved at Ilion, based upon various trial arrangements, we have settled upon a second-year increase of 6% effective February 1, 1979, with an additional 3% becoming effective October 1, 1979. At the conclusion of the agreement, the salary levels will be raised by 17% over those prevailing

at the outset (compounding adds 1% to the 16% total over the two years). Because of the spacing of the increments, first-year earnings will increase by about 5.67%, and second-year earnings will increase by 7% over the first year.

We estimate that the additional monies to be appropriated above the 1977 level to cover the years 1978 and 1979 to be approximately \$32,500. The supporting calculations are produced in Panel Exhibit I, page 21. This sum would amount to approximately 25% of the tax margin which we believe we have conservatively projected for 1979. It would, of course, constitute a lesser percentage of the total of tax margin and increases in general revenues.

In view of all the evidence before the panel respecting consumer prices, prevailing comparable practice, community resources and ability to pay, the panel is awarding a 6% increase effective February 1, 1979 - and an additional 3% increase effective October 1, 1979.

VI. AWARD

The award of this panel is as follows:

1. The parties shall enter into a two-year agreement retroactive to February 1, 1978, expiring January 31, 1980.
2. In the first year of that agreement, the following provisions shall be incorporated into the agreement:
 - a) All salaries shall be uniformly increased by five percent (5%) retroactive to February 1, 1978, and

PANEL EXHIBIT I

Estimated Costs of Increases

1977 Fire Dept. Payroll w/o Chief	\$156,126	
1978 cost (1.0566 x 1977 cost)	164,962	;
Beginning 1979 cost reflecting only 5% + 2% increase (1.071 x 1977 cost)	167,211	
1979 cost after 6% + 3% increase is factored in (167,211 x 1.071)	178,915	
Difference projected for 1978 over 1977 level	164,962	
	<u>156,126</u>	\$8,836
Difference projected for 1979 over 1977 level	178,915	
	<u>156,126</u>	22,789
Total 1978-79 w/o longevity		31,625
Estimated longevity cost		<u>3,500</u>
Total with longevity		\$35,125
Fringe costs @ 33%		<u>11,591</u>
Total with fringes and longevity		\$46,716
Less amount appropriated for 1978 or to be taken from 1978 contingency fund (Employer's Exhibit IX <u>1/</u>)		<u>14,272</u>
Additional monies to be appropriated in 1979 beyond 1977 levels		\$32,444

1/The Employer's calculations in Exhibit IX appear to be in error. The 17-week payment for October through January will be at 5% + 2%, or 7% - not merely 2% as shown. On a proportionate basis, the figures would then become as shown in the following revised column.

Reproduction of Employer Exhibit IX, dated September 13, 1978

Cost of 5% and 2% as agreed by Police and Public Works for
the Fire Department.

	<u>As Presented</u>	<u>Revised</u>
35 weeks of 5% retroactive pay to 10/1/78	\$4,737.65	\$4,737.65
17 weeks of 2% in October thru January	<u>1,712.24</u>	<u>5,992.84</u>
	6,449.89	10,730.49
Estimate of 1/3 for fringe costs	<u>2,149.96</u>	<u>3,541.06</u>
TOTAL	\$8,599.85	\$14,271.55

shall be increased by an additional two percent (2%) effective retroactively to October 1, 1978.

b) Longevity increments shall be provided as follows:

- 1) Increment #1, after three years of service - \$100.00 per annum.
- Increment #2, after seven years of service - \$125.00 per annum.
- Increment #3, after twelve years of service - \$150.00 per annum.
- Increment #4, after seventeen years of service - \$150.00 per annum.

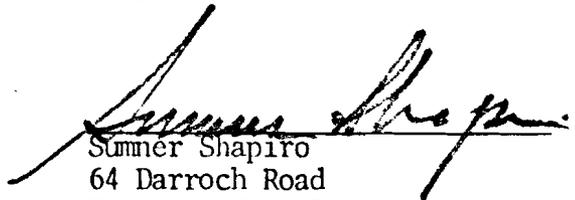
3. In the second year of the agreement, commencing February 1, 1979, the agreement shall incorporate the following further provisions:

- a) Effective February 1, 1979, all salaries shall be uniformly increased by six percent (6%), and effective October 1, 1979, all salaries shall be uniformly increased by an additional three percent (3%).
- b) Clothing allowance shall be increased to \$100.00 per annum.
- c) An annual budget of \$300.00 shall be made available to the Firefighters to defray in part, or in whole, the cost of attending approved conferences and seminars.
- d) A one-hour call-back allowance at regular compensation rates shall be implemented.
- e) Under conditions set forth in the Opinion section preceding relative to Issue #6, the pay rate of the Acting Chief shall be equivalent to that of the Chief.
- f) Under the provisions set forth in the Opinion section preceding, relating to Issue #7, Acting Deputy Chiefs shall be paid at the Deputy Chief's rate of compensation.

- g) Firefighters who damage their glasses in the course of duty shall be entitled to \$50.00 per year for replacement subject to the conditions set forth in the Opinion section preceding.
- h) Firefighters may be permitted to work on their vacations under the conditions and constraints described in the Opinion section preceding under Issue #14.

The foregoing are inclusive of all issues relative to which this panel has awarded provisions or additions to be incorporated in the agreement effective February 1, 1978, expiring January 31, 1980.

Respectfully submitted,



Summer Shapiro
 64 Darroch Road
 Delmar, NY 12054
 PUBLIC PANEL MEMBER AND CHAIRMAN

Dated: November 30, 1978

State of New York)
) ss.:
 County of Albany)

On the 11 day of December, 1978,
 before me came Summer Shapiro,
 to me known to be the individual who executed
 the foregoing instrument and acknowledged that
 he executed same.

Michael D. Malinoski
 Notary Public

MICHAEL D. MALINOSKI
 Notary Public, State of New York
 No. 4887133
 Qualified in Albany County
 My Commission Expires March 30, 19 79

RE: Perb Case Nos. 1A-67; M78-190
Village of Ilion, New York, and
Ilion Firefighters, Local #1185

John Przekop, Concurring
John Przekop
New York State Professional
Firefighters Association
One Columbia Place
Albany, NY 12206
EMPLOYEE ORGANIZATION PANEL MEMBER

State of New York)
) ss.:
County of Albany)

On the 11 day of December, 1978,
before me came John Przekop,
to me known to be the individual who executed
the foregoing instrument and acknowledged that
he executed same.

Michael D. Malinoski
Notary Public

MICHAEL D. MALINOSKI
Notary Public, State of New York
No. 4857133

Qualified in Albany County
My Commission Expires March 30, 19 79

Paul L. Miller, Concurring
Paul L. Miller
265 South Third Avenue
Ilion, NY 13357
EMPLOYER PANEL MEMBER

State of New York)
) ss.:
County of Herkimer)

On the 7th day of December, 1978,
before me came Paul L. Miller,
to me known to be the individual who executed
the foregoing instrument and acknowledged that
he executed same.

Rosemarie Squire
Notary Public

ROSEMARIE SQUIRE
Notary Public in the State of New York
Registered in Herkimer County
My Commission expires March 30, 19 80

