

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

CASE NO: M77-816  
IA-73

\* \* \* \* \*  
In the Matter of Arbitration \*  
- between - \*  
VILLAGE OF MEDINA \*  
- and - \*  
MEDINA FIREFIGHTERS ASSOCIATION, \*  
IAFF, LOCAL 2161 \*  
\* \* \* \* \*

RECEIVED  
JAN 10 1979  
PUBLIC EMPLOYMENT RELATIONS BOARD

AWARD OF PUBLIC ARBITRATION PANEL

Pursuant to the provisions of the Civil Service Law, Section 209.4, Harold R. Newman, Chairman of the Public Employment Relations Board designated the following individuals on November 15, 1978 to serve as a Public Arbitration Panel in this proceeding:

Samuel Cugalj, Public Panel Member and Chairman  
Jacob Palillo, Employee Organization Panel Member  
Glenn Stalker, Employer Panel Member

The Panel was charged by Section 209.4 to observe the following statutory requirements:

"(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute.

In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of the wages, hours and conditions of employment of the employees 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 and with other employees generally in public and private employment in 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. the terms of collective 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."

This Arbitration Panel conducted its Hearing in Medina, New York on December 28, 1978. Both groups, hereafter referred to as "Association" and "Village" were present, and they were afforded full opportunity to present evidence in support of their respective positions. They filed seven (7) Joint, thirteen (13) Association, and two (2) Village Exhibits.

The Panel met in Executive Session after the Hearing, and generally reviewed the material received. We agreed that each member would spend the next few weeks reviewing the material in depth, including the Post-Hearing Briefs. The Panel met again in Executive Session on January 10, 1979 to discuss the issues. Results of these deliberations by the Panel, having duly heard the proofs and allegations of the parties, are contained in the Award below.

ISSUE #1 - WAGES

The Panel found that a limited number of comparable local fire fighter salary schedules were available for review. Comparable

communities population-wise in the western part of the state were the village of Fredonia and Salamanca. A comparison does show that overall, the Association's wage schedule is somewhat competitive at the entry levels, but is not competitive at the top of the firefighter schedule. It also takes the Medina firefighter longer to reach the top of the wage schedule than in most other comparative contracts.

The Panel noted from the exhibits that as could be expected, larger communities (population-wise), tended to pay larger salaries. We feel, however, that overall wage comparisons are more meaningful when somewhat localized where possible. The Medina Police wage schedule provides one such base of comparison, since both fire and police work have general societal acceptance of their hazards of employment, the physical nature of their work, and the general physical qualifications of employment.

The Association presented exhibits showing the charging Consumer Price Index, their firefighter salary increases and the purchasing power of the dollar decline since 1974. The Panel took note of these in determining the salary increase below.

The Panel also took note of an Association exhibit showing a scattergram of unit members by length of service. Approximately eighty-two percent (82%) are at the "top step" of the salary scale.

The Panel carefully analyzed the material relative to the Village's ability to pay. First and foremost, the Village offered a wage schedule not much less than the AWARD below (i.e., \$750 per year on schedule vix-a-vis \$600 per year), so it recognized as a responsible body, that it had at least those funds available. We took note of the Village's increase in assessed valuation from 1978-79; their favorable constitutional tax margin; and the availability of unappropriated cash surplus in the General Fund, water and sewer funds. The Village's ability to pay is such that it can cover the modest additional cost of the AWARD (\$1,350 total per year on schedule or \$1,125 per year net).

The Panel structured the AWARD in the manner that it did because it was the pattern of their earlier negotiations. This structuring makes the net effect of the AWARD fall within national guidelines.

AWARD #1 - WAGES

Increase Wage Schedule B by four hundred dollars (\$400) effective June 1, 1978, and three hundred fifty dollars (\$350) on December 1, 1978.

ISSUE #2 - 5TH AND 6TH STEP ON  
LIEUTENANT'S SALARY  
SCHEDULE

The Panel notes the unfortunate breakdown in communications between the parties on whether the issue is open or dropped. We agree to consider it as an open item, given this ambiguity. The Panel discussed this issue at length. We note that the comparisons in Village Exhibit #2 show the lack of similar steps in Fire Lieutenant's contracts elsewhere. This Exhibit showed a tendency towards eliminating consecutive steps for Fire Lieutenants, and paying longevity steps instead. At this time, and under present circumstances, no favorable decision is justified, although the merits of the Association's request may in the future be more meaningful.

AWARD #2

Request for Fire Lieutenant's 5th and  
6th Steps denied.

ISSUE #3 - 1 ADDITIONAL PERSONAL DAY

Comparisons with other firefighter's contracts, locally and statewide, illustrates that the present annual allowance of two (2)

personal days is within the "norm." The Medina Police and the Medina Department of Public Work's contract offer two (2) days. No overriding need was established for this request.

AWARD #3

Request for one (1) additional personal day denied.

ISSUE #4 - 1 ADDITIONAL HOLIDAY

Again comparison with other firefighter's contracts, local and statewide, illustrates that the present annual allowance of eleven (11) holidays is within the "norm." Excepting the municipalities of Buffalo and Rochester, only one (1) firefighter contract in the Association's Exhibit #12 had more than the present eleven (11) holidays. The Medina Police and the Medina Department of Public Works contracts pay eleven (11) holidays. No overriding need was established for this request.

AWARD #4

Request for one (1) additional holiday is denied.

ISSUE #5 - INCLUDE SPOUSE'S GRANDPARENTS  
IN FUNERAL LEAVE

Comparison data was not readily available to the parties and to the Panel defining "immediate family" in bereavement clauses in other firefighter's contracts. The Panel acknowledges that attendance at the funeral of the spouse's grandparents would be a reasonable absence if the employee were scheduled to work that day. From the employer's view, the limited use of this request would make its cost relatively nil.

AWARD #5

Expand the funeral leave clause to pay for one (1) additional day, if employee is scheduled to work on day of spouse's grandparent's funeral and does attend the funeral.

ISSUE #6 - LENGTH OF CONTRACT

In negotiations prior to this Arbitration Hearing, the parties were working a three (3) year contract. The Village prefers a two (2) year agreement under Interest Arbitration, while the Association requests a one (1) year agreement. The Panel is, of

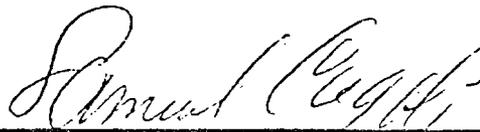
course, prohibited by Section 209.4 from going beyond a two (2) year agreement in its AWARD.

This was a difficult issue for the Panel. After protracted discussion, the Panel felt that the uncertainty of the economy was such that a one (1) year contract was most appropriate under present circumstances.

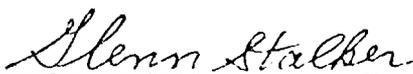
AWARD #6

A one (1) year contract effective June 1, 1978 and expiring May 31, 1979 is granted.

All other provisions of the previous contract, which expired May 31, 1978 remain in effect.

  
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SAMUEL CUGALI, Public Panel  
Member and Chairman

  
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JACOB PALILLO, Employee  
Organization Panel Member

  
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GLENN STALKER, Employer  
Panel Member

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:

On this sixteenth (16th) day of January, 1979, before me personally came and appeared SAMUEL CUGALJ, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Kathleen A. Nehls  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NIAGARA ) ss:

On this 9<sup>th</sup> day of January, 1979, before me personally came and appeared JACOB PALILLO, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Marion Fack  
Notary Public *State of New York*  
*Appointed in Niagara County*  
*My Commission Expires March 30, 1980*

STATE OF NEW YORK )  
COUNTY OF ORLEANS ) ss:

On this 18<sup>th</sup> day of January, 1979, before me personally came and appeared GLENN STALKER, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Catherine M. Hoey  
Notary Public

CATHERINE M. HOEY  
Notary Public, Orleans County, N.Y.  
My Commission Expires March 24, 1980