

PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
APR 22 1980

PUBLIC EMPLOYMENT RELATIONS BOARD
----- X
In the Matter of the Compulsory Interest
Arbitration between :
CITY OF POUGHKEEPSIE :
- and - :
POUGHKEEPSIE FIREFIGHTERS, LOCAL 596, IAFF :
----- X

CONCILIATION
O P I N I O N
A N D
A W A R D

Case Nos. TA-42, M77-643

Before: Herbert L. Haber, Public Panel Member and Chairman
James E. Coombs, Esq., Employer Panel Member
Thomas J. Flynn, Employee Organization Member

On April 21, 1978, the Public Employment Relations Board, having determined that an impasse existed in the negotiations between the City of Poughkeepsie, hereinafter "City" or "Employer" and the Poughkeepsie Firefighters Local 596, IAFF, hereinafter "Firefighters" or "Association", established a Public Arbitration Panel pursuant to Article XIV Section 209 of the New York Civil Service Law for the purpose of resolving the dispute, and designated the undersigned to serve as the Public Panel Member and Chairman. Each party designated its partisan representative on the panel and agreed that the panel would render a final and binding award based on the record which would consist of the parties presentations at the hearings together with their briefs and exhibits. The parties further waived a written stenographic record of the proceedings.

Thereafter due notice having been given, full and open hearings were held in Poughkeepsie at the City Hall on June 15 and July 28, 1978* at which the parties appearing by S. James Mathews, Esq. for the

* another hearing was scheduled for June 21, 1978, but was adjourned without any proceeding.

Association and by Stephen J. Wing, Esq., City Corporation Counsel on its behalf, were afforded fair and ample opportunity to present testimony and argument and to offer documentation and data in support of their respective positions. Voluminous and exhaustive exhibits and studies were provided at the hearings and were supplemented by carefully drawn and skillfully argued post hearing briefs.

Subsequently, the panel met in executive session in Yonkers, New York on November 16, 1978, to review and consider the record and, following such review and consideration reached a unanimous accord on an award. The conclusions that follow are based on a careful examination and thoughtful weighing of the record in the light of those standards and criteria set forth in Section 209.4 (e) (v) of the Taylor Law which imposes upon the panel that it render a just and reasonable determination of the matters in dispute taking into consideration, as it deems applicable, 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. Such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

BACKGROUND

The parties are currently operating under a two (2) year collective bargaining agreement for the calendar years 1977 and 1978, which provided a \$500 wage increase effective January 1, 1977. That contract also provides, in Article IX, Section 2, that "[t]his agreement, insofar as it pertains to the salary schedule set forth..., may be reopened one time only by either party solely on the issue of a general adjustment in wage rates." The agreement further provides that any such modification shall be applicable on January 1, 1978. The Firefighter Union Local 596 International Association of Firefighters A.F.L., C.I.O. made such a request to reopen the subject of salaries within the contractually provided time.

Negotiations ensued and the assistance of a Public Employment Relations Board appointed mediator was secured. However, the parties have been unable to agree upon a wage adjustment and the Union petitioned for the designation of arbitration panel.

ISSUE

The parties have stipulated the sole issue in this proceeding to be:

Shall the Firefighters of the City of Poughkeepsie receive a salary increase as referred to in Article IX of the contract between the parties for the calendar year of 1978? If so, in what amount?

POSITION OF THE PARTIES

Although the Association originally proposed an across-the-board increase of \$2,350, a position that it maintained throughout the negotiations, it has modified that position to a new proposal for an increase

of \$1,960 for each member of the bargaining unit which it calculates as being a 15% increase for top step Firefighters. It justifies this demand on the basis of the cost of living increases over the contract period - as well as the long term increases - and on what it argues is the improper inequality - to the detriment of the Firefighter - between the salaries paid to Poughkeepsie police and Firefighters. The Association notes that in 1971 both groups received identical salaries and benefits but that since that time the police have pulled ahead in both salaries and benefits so that at the present time a patrolman in the City of Poughkeepsie receives \$14,245.73 as compared to the \$13,070.00 of the Firefighter. It argues that comparability as between the emergency forces has been historically recognized throughout the State and Nation, and by the City of Poughkeepsie for the period commencing over 50 years ago with the establishment of a paid Fire Department and continuing until 1971, and it urges a return to that comparability at least in so far as the adjustment of salaries can achieve that at this time. It further suggests that its salaries suffer by comparison to salaries paid to Fire Departments in other communities in the vicinity, a list of which it offers as part of its record, and it concludes by noting that it has been cognizant and sympathetic of the City's financial plight over the past several years, as was recognized by public statements made by members of the Common Council on the occasion of the closing of the 1977-78 contract in which they hailed the Firefighters "for the restraint and sensivity [shown] for the City's budgeting problems". It emphasizes that the City is not raising inability to pay issue and observes that "[N]ow that the City's financial picture has dramatically taken a turn for the better, it is now an appropriate time for Poughkeepsie in turn to show

'sensitivity" for the Firefighters' budgetary problems.

The City for its part, acknowledges that it is not raising a question of ability to pay and it points to its opening offer in these reopener negotiations of \$500 which is a similar amount as was negotiated by the Firefighters for the first year of this contract. The City notes that it has concluded a closed two year contract for 1977-78 with the other two bargaining units with which it negotiates, in which its settlements have been for \$500 in each of the two years with CSEA representing the City's civilian employees and for \$600 in each of the two years with the PBA on behalf of the police. It suggests therefore that its offer to the Firefighters is directly in line with these other settlements both in form and content. In addition to this argument of comparability, the City offers its own list of "appropriate" communities for comparison of salaries being paid to Firefighters, to substantiate its argument that its Firefighters are well in line with prevailing salaries.

The City goes on to argue that while cost of living increases are certainly relevant to these negotiations, they are only so with regard to the most immediate rises and it contends that these reflect about a 5% increase which it insists it has considered in its determination to offer the \$500. The City argues that it cannot be expected to make up the "whole" of cost of living increases - short or long range - and it further notes that it is unreasonable and implausible for the Firefighters to expect that it can achieve its announced goal of "parity" with police in one settlement - assuming that such parity is appropriate or justified. The City acknowledges the disparity between the salaries and benefits currently existing between its uniformed forces, but defends

them by observing that the changes in both contracts over the years were negotiated with the respective groups and the different patterns which evolved were as a result of differing goals over the years. The City concludes by urging that its offer of \$500 is fair, reasonable, and comparable and should be confirmed.

DISCUSSION

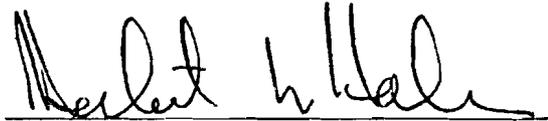
As was noted earlier, the parties have provided the panel with impressive documentation and support for their respective positions. They have treated those areas of criteria and standards deemed relevant by the statute and of importance by the panel. It is our considered judgment that no useful purpose is served by burdening this opinion with a further cataloging of that data and documentation offered or in an extended exposition of the arguments and justifications put forward by the parties. We have carefully analyzed the inflationary spiral and its impact on both the employees and the City and their response to it as reflected in the salary adjustments over the years; we have examined and evaluated the comparisons with Poughkeepsie Firefighters of the salaries paid in other Fire Departments in the cities as suggested by both parties; we have considered the pattern of related settlements made by the City with its other bargaining units and have studied the history of those settlements with particular attention to those made by the police and the Firefighters in recent years, and we have factored in such other data and elements as we have believed to be of consequence thereto. On the basis of this careful and comprehensive review, it is our determination that a fair and equitable resolution of this wage dispute is achieved with a recommendation of a salary increase to each member of the bargaining unit, effective on January 1, 1978, of \$800.00.

Accordingly, on the basis of the foregoing, this panel makes the following unanimous

RECOMMENDATION

An annual increase of \$800 shall be granted each member of the bargaining unit retroactive to January 1, 1978.

DATED: December 19, 1978



Herbert L. Haber
Chairman and Public Panel Member
Lillian J. Kindergan
LILLIAN J. KINDERGAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 17, 1983

STATE OF New Jersey)
COUNTY OF Bergen) ss:

On this Nineteenth day of December, 1978, before me personally came and appeared Herbert L. Haber, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

CONCURRING:
DATED: Jan 30, 1980

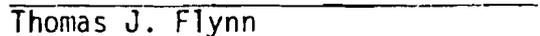

James E. Coombs, Esq.
Employer Panel Member

STATE OF New York)
COUNTY OF Ulster) ss:

On this 30 day of Jan, 1980, before me personally came and appeared James E. Coombs, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.


DIANE ALDERSON
Notary Public in the State of New York
Residing in Dutchess County
Commission Expires March 30, 1980

CONCURRING:
DATED:


Thomas J. Flynn
Employee Organization Member

STATE OF)
COUNTY OF) ss:

On this _____ day of _____, 1978, before me personally came and appeared Thomas J. Flynn, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.