

NEW YORK STATE PUBLIC EMPLOYMENT
RELATIONS BOARD

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CONCILIATION

In the Matter of the Interest
Arbitration
between
CITY OF WATERVLIET
and
UNIFORMED FIRE FIGHTERS'
ASSOCIATION OF
WATERVLIET, NEW
YORK, LOCAL 590,
IAFF, AFL-CIO

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Case No. IA-152;
M79-479

On February 28, 1980 the New York State Public Employment Relations Board, pursuant to Section 209.4 of the Public Employees' Fair Employment Act, appointed a Public Arbitration Panel for the purpose of making a just and reasonable determination of the contract negotiation dispute between the City of Watervliet, hereinafter referred to as the City and the Uniformed Fire Fighters' Association of Watervliet, Local 590, IAFF, AFL-CIO, hereinafter referred to as the Association.

The Public Arbitration Panel
Members so designated are:
Dale S. Beach, Public Panel Member and
Chairman
Michael E. Gilchrist, Employer
Panel Member
Robert F. Gollnick, Employee Organization
Panel Member

The arbitration hearing was held in three sessions, April 8, April 24, and May 6, 1980, at the Watervliet City Hall. At the arbitration hearing both parties were afforded full opportunity to present testimony, exhibits, and arguments in support of their positions and to cross-examine opposing witnesses. Witnesses were sworn and transcripts were made of each hearing session. At the hearing the City submitted into evidence 54 exhibits, the Association submitted 17 exhibits, and 3 exhibits were submitted jointly.

The Panel met in executive session in Watervliet on July 23 and August 1, 1980.

Appearances:

For the City

Thomas A. Breslin, Esq., Corporation
Counsel, City of Watervliet.
James A. Besha, Professional
Consulting Engineer
Michael E. Gilchrist, General Manager,
City of Watervliet
Nicholas Ostaplovich, Clerk to the
Assessor, City of Watervliet

For the Association

- Donald A. Campbell, Esq., Attorney for
The Uniformed Fire Fighters'
Association
- Edward J. Fennell, Municipal Finance
Consultant
- Thomas G. Ferritto, Fire Fighter, City
of Watervliet
- William J. Healey, Fire Chief, City of
Watervliet
- Michael Romano, Battalion Chief, Albany
Fire Department
- Daniel Spratt, President of Uniformed
Fire Fighters' Association

The last collective agreement between the parties was for the period January 1 through December 31, 1979.

In its petition to PERB for compulsory Interest Arbitration the Association identified 26 proposals which it intended to place before the arbitration panel. At the arbitration hearing, Proposal #25 - Better Definition on 25-Year Retirement in Tier System was withdrawn because the City and the Association agreed to settle this item by joint discussion. In its response to the Association's petition, the City did not show any new bargaining proposals of its own. Thus 25 issues have been placed before this arbitration panel for decisions.

In its petition the Association proposed a two year contract in its proposal #11. In its response to PERB the City stated in regard to Association proposal #11 as follows: "All things being equal the City would agree to such item." At the arbitration hearing and in the two executive sessions of this arbitration panel, both the City and the Association talked in terms of a two year contract. When it finally became evident that unanimity of the panel regarding salary could not be reached, Mr. Gilchrist, the Employer Panel Member, advocated that the Panel make a one-year contract award. However the Chairman and Mr. Gollnick, the Employee Organization Panel Member, hold to a two year contract in view of the nature of all the discussions that occurred.

Robert F. Gollnick and Dale S. Beach concur in this interest arbitration award and Michael E. Gilchrist concurs on all issues except for his dissent on Issues 10 & 12 Salary Increase and Issue 11 Two-Year Contract.

WATERVLIET-GENERAL INFORMATION,
ECONOMIC AND FINANCIAL
SITUATION

The bargaining unit of the Watervliet Fire Department consists of 32 fire fighters.

Watervliet is 1.3 square miles in area and according to the 1970 U.S. Census its population was 12,404. Its governing structure consists of a mayor, two councilmen, and a general manager.

Position of Association

Using reports that are publicly available (many on file with the State Department of Audit and Control), Edward J. Fennell, Municipal Finance Consultant, presented an analysis of the financial condition of Watervliet.

The state constitutional tax limit for operating purposes for cities is 2 percent of the five-year average full valuation of taxable real property. In 1979 the tax levy for general city purposes was \$769,615 out of a maximum taxing power of \$1,415,020. This was 54.4% of the tax limit. The figures for 1980 are: tax levy \$813,851, maximum taxing power \$1,543,347, tax is 52.7% of the limit.

The constitutional debt limit for cities is 7% of the five-year average full valuation of property. For 1980 Watervliet's net debt applicable to the limit was 21.1% of that limit.

For the fiscal year ended December 31, 1979 the general fund balance stood at \$998,304. Over recent years, good surpluses have been accruing in the general fund.

Union Exhibit #1 entitled "A Review of the Financial Documents for the City of Watervliet" prepared by Mr. Fennell concludes with the following statement: "The City of Watervliet has a sufficient tax margin, virtually an unused debt limit, cash surplus from prior year (12/31/78) and understated current revenues. Should it choose to negotiate a reasonable settlement, it should have no difficulty paying it."

The Association states that the funds that the City will need to upgrade its various water utilities would qualify as long-term debt and thus could be amortized over a long period of time.

The tax rate per \$1000 of full property value for Watervliet is \$35.02. Among 18 small cities in New York State (mostly in the upstate region), 10 have a higher tax rate and 7 have a lower rate.

Position of City

The City asserts that its good tax margin is desirable in order to maintain its favorable credit rating to finance rather large capital projects over the next several years. The City submitted information about capital needs such as \$600,000 for rehabilitation of the 1915 dam and penstock at its reservoir, \$2,000,000 for rehabilitation of the filter plant built also in 1915, and more than \$1,000,000 for upgrading the water distribution system.

According to the U.S. Census 88% of the housing units were built before 1910. This figure is higher than most all other cities in the Capital District. In terms of occupational distribution Watervliet has a higher percentage of operatives and craftsmen and a lower percentage of professional and managerial employees than most other area communities. The median family income in Watervliet is below the

median income for Albany County according to the 1970 Census. A 1979 estimate by the National Planning Data Corporation shows Watervliet's average household income at \$13,693 compared to \$20,697 for Albany County.

The Watervliet Arsenal contributes no revenue to the City's general fund.

Out of 18 small cities in New York State (nearly all upstate), Watervliet's per capita fire department expenditure of \$46.03 in 1979 ranked 5th from the top. The figures for the cities ranged from a low of \$17.28 to a high of \$65.34.

Commentary and Conclusions on Financial Position of the City

The City did not dispute the accuracy of the financial figures submitted into evidence by Association witness Edward J. Fennell.

The City faces relatively large capital projects to upgrade its water, sewage, street, and playground facilities. In cross-examination the City's witness, Mr. Besha, a professional consulting engineer, acknowledged that numerous other cities in the area have similar problems with aged public works.

On cross-examination the City acknowledged that Watervliet is financially healthy (p. 303, Transcript for April 24, 1980).

Moody's bond rating for Watervliet is "A".

In conclusion, Watervliet is financially sound and has the ability to pay a reasonable and competitive contract settlement.

STATUTORY CRITERIA

In analyzing the issues and making its determinations this Panel has given consideration to the criteria stated in Section 209.4(V) of the Public Employees' Fair Employment Act as given below:

"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."

THE ISSUES

1. 24 Hour Shifts

Currently the fire fighters work the 10 hour-14 hour shift schedule. This schedule was adopted by agreement between the City and the Association in 1974. Prior to that date the fire fighters worked a 24 hour schedule which requires being on duty for 24 straight hours followed by 3 days off duty.

The Association wants to return to the 24 hour shift schedule which was used prior to 1974. It cites a survey done by the International Association of Fire Fighters in 1976 which showed that 64 percent of all municipal fire fighters in the United States currently work 24 hour shifts. In the Capital District area Albany, Rensselaer, Saratoga, Schenectady, and Troy are on 24 hour shifts. The Association claims that adopting the 24 hour shift schedule would reduce abusive overtime and abusive sick leave. The Association opposes the 8 hour schedule proposed by the City.

The City is opposed to the 24-hour shift arrangement. It wants to retain the current 10-14 hour schedule or else go to 8 hour shifts. It claims that 24 hour shifts would substantially increase overtime costs. The City refers to an analysis made by the New York Conference of Mayors using the PERB 1979 Fringe Benefit Survey for Fire Fighters as a source document. Out of 48 cities, 32 use the 10-14 hour shifts and only 12 use 24 hour shifts. The City says there is no need for 24 hour shifts from an operating viewpoint because Watervliet has very few fires of long duration. An advantage of 8 hour shifts is that such a schedule would release dormitory space now used by fire fighters so that it could be used for other City purposes.

Discussion

The parties changed from the 24 hour shifts to 10-14 hour shifts only 6 years ago. The City has offered plausible reasons for opposing 24 hour shifts. The Association says 24 hour shifts might reduce abusive overtime and sick leave. If this were true the City should see this as a major advantage. But it does not. The Association opposes the 8 hour shifts advanced by the City. Basically, the Panel feels that insufficient justification was offered by the Union to change from the present 10-14 hour schedule which seems to be working well.

Award

The 24 hour shift proposal of the Association is denied. Retain the present 10-14 hour schedule.

2. 13 Paid Holidays Including Employee's Birthday

Currently the fire fighters receive 10 paid holidays per year. Those who are veterans receive an additional holiday - Veterans' Day. The Association wants each employee to receive 13 paid holidays with one of these days to be the employee's birthday. The Association asks that the holidays for its members be brought into line with other departments of the City.

The City responds that as part of the overall settlement it might be willing to increase the holidays for non-veterans to 11 in order to make this benefit equal to that of veterans.

Discussion

In consideration of the entire package that the Panel is awarding in this arbitration proceeding, the Panel has decided against making any improvement in the holiday benefit.

Award

Make no change in the number of paid holidays per year. Non-veterans shall continue to receive 10 days and veterans shall receive 11 days per year.

3. Clothing Allowance

Currently the contract between the parties provides a clothing or uniform allowance of \$145 per year. The Association proposes that the allowance be raised to \$200 per year. In support of its proposal the Association submitted a page (part of Association Exhibit #9) which gives the average of the price quotations of three area merchants who normally supply Watervliet fire fighters. The total cost comes to \$279.25 for the amount purportedly used up in one year.

The City claims that the \$279.25 figure is too high. It cites the Federal Reserve Board of New York, Quarterly Review, Autumn 1979, p. 33 which shows that clothing costs in New York City have increased about 2%. The City is willing to increase the allowance 2%.

Discussion

The 1979 Report on Fringe Benefits and Related Practices published by the Public Employment Relations Board reveals the following clothing allowances for various cities within 60 miles of Watervliet:

Amsterdam	\$ 33.00	Rensselaer	\$150.00
Cohoes	100.00	Saratoga	150.00
Johnstown	100.00	Schenectady	250.00
Kingston	200.00	Troy	180.00

In consideration of increases in the cost of clothing (generally and not just in New York City), and in view of the allowances paid by area cities, the Panel has determined that the allowance shall be raised to \$160.00 for the period January 1 through December 31, 1980 and to \$180.00 for the period January 1 through December 31, 1981.

Award

Raise the clothing allowance to \$160.00 for the period January 1 through December 31, 1980 (the first year of the contract) and to \$180.00 for the period January 1 through December 31, 1981 (the second year of the contract).

4. \$200 More for Emergency Medical Technicians

Currently those fire fighters who earn certification as Emergency Medical Technicians and who maintain their certification are paid an additional \$200.00 per year.

The Association wants this stipend to be increased by \$200.00 per year.

The City opposes any increase in the stipend.

Discussion

The testimony on the amount of the stipend was very brief. Little real substantiation was offered by the Association to justify an increase.

Award

Make no change in the sum of money paid to Emergency Medical Technicians. Continue the stipend at \$200.00 per year for the life of this contract (1/1/80 through 12/31/81).

5. Emergency Medical Technician Program

Currently the City recognizes the Emergency Medical Technician program by paying \$200 per year extra to those who obtain the certification and by giving released time with pay (if adequate manpower is available) for those fire fighters who participate in the Emergency Medical Technician Apprenticeship Training Program. This participation is entirely voluntary on the part of the individual. Presently 6-7 people hold EMT certification.

The Association proposes that the City officially adopt the EMT program, that it provide emergency medical service to residents of Watervliet, that it encourage the fire fighters to obtain EMT certification, that it obtain the necessary equipment to properly operate the program, and that a joint Association-City committee plan and guide the program.

The National Emergency Medical Technician Apprenticeship Program has been developed, adopted, and registered by the International Association of Fire Fighters and the International Association of Fire Chiefs in cooperation with the United States Department of Labor. Upon application by a municipality funds are available from the Federal Government to pay for a substantial portion of the equipment needed to operate such a program. Training materials are available from the International Association of Fire Fighters. The basic purpose of an EMT program is to provide emergency life support to people in such instances as automobile accidents, fires, cardiac arrest, choking, and severe injuries.

The Association points out that Albany, Schenectady, and Troy are area cities that have active EMT programs.

The Association argued very strongly in favor of the adoption of this EMT program. Out of a total of 673 pages of transcript for the three days of hearings, the EMT issue consumed approximately 80 pages of the transcript.

The City strongly opposes the adoption of a formal Emergency Medical Service which the City would provide to the community. It argues that such service is currently available to residents through two ambulance services - Mohawk and Troy. The City does not oppose having fire fighters trained as EMT's. It recognizes the good of this. But the City is not prepared, financially and from a policy standpoint, to offer emergency medical service to the residents of Watervliet. It is seriously concerned about possible escalating costs.

There are normally six men per shift on duty in the Fire Department. Responding to emergency medical calls would interfere with fire call work and vice versa.

Discussion

The benefits to the community and to the Fire Department of providing a formal Emergency Medical Technician service are substantial and are well appreciated by the Arbitration Panel. The Association and its members are to be commended for their concern for enhancing the professional skills of the fire fighter and for wanting to offer this service to the residents of Watervliet.

However, the City is adamantly opposed to having the City, itself, provide this service to the community, because of cost, manpower, and policy considerations. If this Panel were to award in favor of the Association's proposal, it would, in effect, be telling the City to expand its services to the community, that is, to offer a new service to the residents on a planned and continuing basis. Such a policy decision can more appropriately be made by the Watervliet City Council.

Award

A formal Emergency Medical Technician Service for the community would be an attractive program. However the Panel does not award such a formal, jointly sponsored service as proposed by the Association.

The City shall continue the current arrangement for Emergency Medical Technician training and pay as provided in Article II, Section 22 of the 1979 agreement between the parties for the period January 1, 1980 through December 31, 1981 and shall accord appropriate official recognition to those fire fighters who earn and maintain their EMT certification.

6. Better Maintenance of Equipment

The Association proposes that a program be established to insure better maintenance of equipment. Last year a safety committee was established to work on this problem but it lacks clout.

The City states that it contracts with a professional maintenance corporation, Northeast Fire Service, which periodically inspects the vehicles and corrects deficiencies.

Discussion

Problems of equipment maintenance can best be solved by discussions between the administration of the fire department, the Association, and the fire fighters throughout the year.

Award

The Arbitration Panel makes no specific award regarding equipment maintenance.

7. Sick Leave Accumulation (Local Law #1)

At present those hired before July 1973 can accumulate sick leave up to 180 days. Those hired after July 1973 can accumulate up to 150 days.

The Association wants unlimited accumulation of sick leave. However the accumulation beyond the limits expressed above could not be used for the lump sum payment at retirement. If an employee should have a long-term, serious illness, he could very well need additional paid sick leave beyond the 150 or 180 days.

The City opposes any expansion in the maximum allowable accumulation of sick leave. All City employees work under the same limits. The City claims that the administrative controls are lacking to prevent abuses of sick leave. Abuses do occur.

Discussion

The present system and limitations are judged to be fair and equitable among the various City employee groups.

Award

The Association proposal for unlimited accumulation of sick leave is denied.

8. Additional Personal Leave Day

At present fire fighters are entitled to 3 personal leave days per year. The Association proposes increasing the entitlement to a total of 4.

The City opposes any increase in personal leave days. Granting an additional leave day could necessitate an increase in overtime in order to keep the shifts up to minimum staffing. Also in comparison with other municipalities Watervliet's personal leave policy is quite fair.

Discussion

The 1979 PERB Report on Fringe Benefits shows the following personal leave days for municipalities within about 60 miles of Watervliet:

Amsterdam	1	Kingston	4
Cohoes	2	Saratoga Springs	3
Glen Falls	3	Troy	36 hours
Gloversville	4		
Johnstown	2		

City Exhibit 39 which is derived from a review of actual 1980 contracts on file at PERB reveals the following personal leave days for 1980.

Cohoes	2	Middletown	24 hours
Gloversville	4	Rensselaer	None
Johnstown	2		

Review of the personal leave figures of the municipalities given above shows that Watervliet at 3 days per year is equitable and competitive.

Award

The Association's proposal to grant an additional, or 4th, day of personal leave is denied.

9. 20-Year Retirement

The Association proposes the adoption of the 20-year retirement plan (Section 384-d of the Policemen's and Firemen's Retirement System) in place of the present 25-year plan (Section 384). In support of its position the Association testified that in the past year and one-half three people retired because of medical difficulties related to heart surgery and one man is currently on light duty. Also those in their 50's aren't capable of doing the strenuous work of a fire fighter.

The City opposes going to the 20-year plan. The added annual cost would be \$53,250. Several small cities in the region have the 25 year plan. (City Exhibit #40)

Discussion

Bulletin II, Employer's Guide, Policemen's and Firemen's Retirement System, November 1979 (Association Exhibit 11) shows that the cost of the present 25-year plan is 30.6% and of the 20-year plan it would be 42.7% of the salaries of the Tier 1 persons covered by these plans. For Tier 2 participants the costs are 19.8% and 29.3% respectively. Thus the 20-year plan would entail a substantial increase in cost for the City. Because of the cost factor the Panel rejects the request for the 20-year retirement plan.

Award

The Association's request to adopt the 20-year retirement plan (Section 384-d) is denied.

10. and 12. Cost of Living Increase and Salary Increase

The Association requests a cost of living increase related in some way to the Consumer Price Index (Proposal #10) and it proposes a 21% increase in salary over a two year contract (Proposal #12).

Because both proposals deal with a salary increase, this report shall combine the proposals.

In support of its salary proposals the Association submitted into evidence various Consumer Price Index data, salary figures for 24 small cities in upstate New York, and the First 1979 Report of Salaries for Firefighting Personnel issued by PERB in April 1979.

The City's Response to the Petition for Compulsory Interest Arbitration, sent to PERB on February 28, 1980, states that the City offered four (%) and four (%) on a two year contract. Testimony by the City (p. 622 of transcript) in cross-examination indicates that the City offered a 7% pay increase for a first year as part of a package. On September 27, 1979 it offered 4% and 5% on a two-year contract.

The City submitted into evidence various exhibits covering such matters as salary vs. full value tax rate, salary vs. population, salary history over recent years, Consumer Price Index, and Federal Register pages giving the Federal wage guidelines issued by the Council on Wage and Price Stability.

a) Salaries for the year 1979 for cities that are relevant for comparison purposes are given below. These are taken from the First 1979 Report of Salaries for Firefighting Personnel (PERB).

Firefighters

	<u>Start</u>	<u>Top</u>	<u>Years to Top</u>
Albany	\$13,414	\$14,505	3
Binghamton	11,238	14,438	3
Cohoes	11,156	12,281	3

	<u>Start</u>	<u>Top</u>	<u>Years to Top</u>
Fulton	\$11,500	\$14,121	4
Plattsburgh	10,640	13,255	5
Rome	11,178	13,365	4
Saratoga Springs	11,677	13,710	4
Schenectady	11,461	14,376	4
Troy	9,933	14,167	3 1/2
Utica	11,715	13,000	2
Watertown	10,977	14,009	5
average	\$11,354	\$13,748	3.7 years
Watervliet	\$11,586	\$13,923	6 years

The above are all the cities contained in the PERB report that are within about 150 miles of Watervliet. We can see that Watervliet's salaries are very comparable to the average of the above eleven cities. Actually Watervliet pays about \$200 more per year at the start and at top rate. However it takes 2 1/3 more years to reach the top in Watervliet.

b) Cost of Living

The Consumer Price Index for All Urban Consumers, U.S. City Average, increased 12.2% from October 1978 to October 1979; for New York City - Northeastern New Jersey it increased 9.8% for the same period.

For Urban Wage Earners and Clerical Workers, the average of the 12 monthly index figures for 1979 for New York City - Northeastern New Jersey was 212.8 and for 1978 it was 195.4. Thus for the year 1979 as a whole the CPI was 8.9% above the year 1978.

Since 1979, cost of living figures have increased substantially. For example, the CPI for Urban Wage Earners, U.S. City Average, in May 1980 was 14.4% above the May 1979 index. The June 1980 index was 14.2% above the June 1979 index number.

c) Wage Guidelines

The Council on Wage and Price Stability has established pay guidelines, which apply to Federal, state, and local government employees as well as to the private sector. These state that the annual pay rate increase should be no more than an amount within a range of 7.5 to 9.5 percent. Regularly programmed increments and longevity increases, set up before October 1, 1979, are not chargeable against the standard.¹

d) Private Sector Pay

Only a very rough comparison of Watervliet fire fighter wages with private sector wages can be made because of lack of specific data. However in February 1980 the average hourly wage of manufacturing production workers in the Albany-Schenectady-Troy area was \$7.20. For a 2080 hour work year the annual wage would be \$14,976.²

¹Federal Register, March 18, 1980 and March 28, 1980 (City Exhibits 25 and 26)

²New York State Department of Labor (Association Exhibit #13)

In consideration of all the above wage criteria plus the general and financial conditions of Watervliet explained early in the report, the Panel has determined that the pay schedule for the year 1980 shall be 9.0% above the schedule for 1979. For the period of January 1, 1981 through June 30, 1981, the pay schedule shall be increased 4.5% above the schedule in effect for calendar year 1980. For the period of July 1, 1981 through December 31, 1981 the pay schedule shall be increased 4.5% above the schedule in effect for January 1 through June 30, 1981.

Award

1. The salary schedule for the period January 1, 1980 through December 31, 1980 shall be 9.0% above the schedule in effect for 1979.
2. Salary increases are retroactive to January 1, 1980.
3. The salary schedule for the period of January 1, 1981 through June 30, 1981 shall be 4.5% above the schedule in effect for 1980.
4. The salary schedule for the period of July 1, 1981 through December 31, 1981 shall be 4.5% above the schedule in effect for the first six months of 1981.

5. Fire Fighter Salary Schedules

Yrs. of Service	1/1/80-12/31/80	1/1/81-6/30/81*	7/1/81-12/31/81*
0 - 1 yr.	\$12,629 <i>ML</i>	\$13,197 <i>ML</i>	\$13,791 <i>ML</i>
1 - 2 yr.	13,249 13,260 <i>Rx</i>	13,845 13,857 <i>Rx</i>	14,468 14,481 <i>Rx</i>
2 - 4 yr.	13,899 <i>ASB</i>	14,524 <i>ASB</i>	15,177 <i>ASB</i>
4 - 6 yrs.	14,537	15,191	15,875
6 yrs. +	15,176	15,859	16,572

*The rates for 1/1/81 - 6/30/81 and for 7/1/81 - 12/31/81 are annual rate figures.

6. The rates for Captain and Battalion Chief are given in items 15 and 16 to follow.

11. Two-Year Contract

This issue has been discussed previously in the introduction to this report.

The Association wants a two-year agreement.

In its Response to the Petition for Compulsory Interest Arbitration sent to PERB on February 28, 1980, the City indicated a willingness to adopt a two-year contract (Point No. 11). In a salary offer to the Association on September 27, 1979 the City made a salary offer for each of two years of a two year contract. Thus the City has indicated a willingness to enact a two-year agreement.

Award

The collective agreement covered by this arbitration award shall be for the period of January 1, 1980 through December 31, 1981.

13. Dental Insurance Plan

The Association proposes adoption of a dental insurance plan.

The City opposes the adoption of a dental insurance plan. City Exhibit #41, obtained from a review of actual collective agreements on file at PERB, shows that the following small cities do not have a dental insurance plan: Cohoes, Gloversville, Johnstown, and Rensselaer. Middletown has a fund of \$100 per person to be used for any insurance coverage.

Discussion

No information about costs, benefits, coverages, and options was presented by either party.

Award

The Panel denies the request for a dental insurance plan.

14. Anniversary Date as a Personal Day

The Association asks that each individual's anniversary date of employment be made a personal leave day. The City is opposed.

Award

The Panel denies the request that each individual's anniversary date of employment be made a personal leave day.

15. Salary Differentials for Captain and Battalion Chief

For 1979 the base salary of a captain is \$14,343 per year. The top fire fighter rate is \$13,923. Thus the differential is \$420.

For 1979 the base salary of a battalion chief is \$15,010. The differential over captain is \$667.

The Association wants the differential of captain over top fire fighter to be raised \$500 and the differential of battalion chief over captain to be raised \$750.

The City opposes any increase in the differential. It claims that these officers are adequately compensated. Its Exhibit 42 shows the salaries for captain and battalion chief in Cohoes, Gloversville, and Johnstown.

Discussion

The duties and responsibilities of a captain in Watervliet are roughly comparable to those of a lieutenant in other cities. The 1979 PERB salary survey gives the differentials of lieutenant over top fire fighter for various cities as follows:

Albany	\$1813
Binghamton	1567
Cohoes	327
Saratoga Springs	1016
Schenectady	1765
Troy	500
Utica	1168

Only a limited number of cities in the PERB survey use the title of battalion chief. In Albany the battalion chief is paid \$871 over the captain; in Troy the differential is \$2594 and in Watertown the differential is \$3670.

If the battalion chief in Watervliet is comparable to a captain in other jurisdictions then we can make the following comparisons showing the differential of a captain over the lieutenant:

Albany	\$ 870
Binghamton	1045
Cohoes	797
Fulton	638
Plattsburgh	755
Saratoga Springs	889
Schenectady	532
Troy	501

Discussion

In view of the above data it is clear that the differentials for captain and battalion chief should be raised using the criterion of comparability.

Award

The captain position shall be paid an annual salary of \$500 more than the top fire fighter for the period of January 1 - December 31, 1980. For this period the captain shall receive \$15,676. For the period of January 1 - June 30, 1981 the salary for this position shall be raised 4.5% above the \$15,676 (for an annual rate of \$16,381). For the period of July 1 - December 31, 1981 the salary for this position shall be raised 4.5% above the \$16,381 (for an annual rate of \$17,118).

The battalion chief position shall be paid an annual salary of \$750 more than the captain position for the period of January 1 - December 31, 1980, for an annual salary of \$16,426. For the period of January 1 - June 30, 1981 the salary for this position shall be raised 4.5% above the \$16,426 (for an annual rate of \$17,165). For the period of July 1 - December 31, 1981 the salary shall be raised 4.5% above the \$17,165 (for an annual rate of \$17,937).

17. Longevity

The present longevity schedule is as follows:

After 10 years	-	\$100	annually
After 15 years	-	200	"
After 18 years	-	300	"

The Association wants longevity to be expressed in terms of cents per hour worked and it wants the pay to be improved as follows: (Note that the annual figures are obtained by multiplying the hourly rate by 2080 hours per year).

After 10 years	-	13¢/hr.	=	\$270.40/year
"	15 years	-	26¢/hr.	= 540.80/year
"	18 years	-	39¢/hr.	= 811.20/year
"	22 years	-	51¢/hr.	= 1060.80/year

The City does not wish to increase the longevity stipends. It also is unsympathetic to the concept of longevity. Pay increases should be related to increases in productivity and longevity pay does not do this. City Exhibit #43 gives the longevity payments for 1980 for Cohoes, Gloversville, Johnstown, Rensselaer, and Middletown.

Discussion

The 1979 PERB Report of Salaries shows longevity payments for certain cities as follows:

Albany: \$50 at 10 and 20 years to maximum of \$100.

Binghamton: \$150 at 8 and 15 years to maximum of \$300.

Cohoes:	5 years	\$155
	10 "	310
	15 "	465
	20 "	620

Plattsburgh:	11 years	\$928
	16 "	1548
	19 "	1858

Schenectady:	5 years	\$450
	10 "	700
	15 "	1000
	19 "	1200

Troy	5 years	\$153.50
	10 "	307.00
	15 "	460.50
	19 "	614.00

Utica	5 years	\$200
	10 "	400
	15 "	600
	20 "	800

Based upon an analysis of the practices of other cities as shown in the PERB Report and City Exhibit 43 some increase in the longevity payments appears justified. Longevity is a reward for loyalty and for long and satisfactory service. It is an established practice in the pay structures of governmental jurisdictions.

The Panel finds no real value or benefit to be derived from switching to a cents per hour method of paying longevity stipends.

Award

Longevity payments shall be increased to the following amounts for the years shown:

	<u>1980</u>	<u>1981</u>
After 10 years	\$130	\$200
After 15 years	230	300
After 18 years	330	400

18. Final Year's Salary to Compute Retirement Benefit

The Association asks that the retirement benefit be computed on the basis of the individual's final year's salary instead of the average of the last three years' salary. This would increase the amount of the pension.

The City opposes this proposal by saying it would be too costly.

In the testimony the cost was given variously as \$17,018 per year (p. 172 of Transcript), as \$14,000 (p. 568 of Transcript), and as \$16,036 (p. 570 of Transcript). State regulations require that police and fire departments in a municipality be treated the same in regard to this matter. Thus the cost estimates cover both police and fire fighters.

Also state regulations state that the one year salary formula can only be used for Tier 1 persons.

Discussion

The Panel is not persuaded of the desirability of adopting the one-year salary plan at this time in view of its cost.

Award

The proposal to base the individual's retirement benefit upon his final year's salary is denied.

19. Fire Fighter Can't Work out of Title

Normally each platoon or shift has 6 persons on duty. If an officer is absent due to vacation, Kelly day, or illness, a fire fighter fills that officer's job for the day and gets the higher pay of an officer for the time worked "out of title."

The Association proposes that out-of-title work be stopped. Instead of having a fire fighter perform the higher-level work of an officer when he is absent, the Association wants the officer from an off-going shift to work an additional shift to cover the absent officer's position. Or, in some cases, it suggests that an off-duty officer could be brought in to cover the job of an absent officer.

The City opposes this proposal. It contends that it is common practice for collective agreements to provide for out-of-title work. The City's Exhibit 45 gives the out-of-title pay provisions of nine cities.

Discussion

Article II, Section 9 of the contract indicates that a person who performs duties "out-of-title" in a higher rank shall receive the pay of that higher rank on a per diem basis. So pay is not the issue here.

If the Association's proposal were adopted, the City would have to pay overtime rates to those officers who are asked to work overtime. This would increase costs.

Out-of-title assignments and pay for such higher-level work are an accepted practice in a great many fire departments.

When a fire fighter fills in for an absent officer he acquires work experience in performing the duties of an officer. This on-the-job training helps individuals qualify for promotion.

Award

The Association's proposal to prohibit out-of-title work for fire fighters is denied.

20. Time and One-Half for Volunteer Time Worked at a Fire

Article II, Section 12-b of the agreement provides that a fire fighter who is off-duty and who volunteers for duty for a fire shall receive straight-time compensatory time off at a later date, if his services are accepted by the officer in charge.

The Association proposes that time and one-half compensatory time off be granted for such work.

The City opposes the time and one-half demand. The present system of straight time works well. Also the Chief has the option of recalling men to duty to fight a fire for which they get paid time and one-half.

Discussion

The Chief can obtain sufficient manpower by recalling men to work at time and one-half pay. Also an adequate number of men do volunteer,

currently, at straight-time compensatory time off. The extra incentive of time and one-half compensatory time off is not needed.

Award

The proposal to grant time and one-half compensatory time off for volunteer services is denied.

21. Life Insurance

Now the City provides \$5,000 of life insurance for each active fire fighter and \$1,000 for retirees.

The Association wants the coverage raised to \$10,000 with no increase for retirees.

The City is willing to raise the coverage to \$10,000 but it wants a ceiling on the total annual cost to the City of \$910.20. Any excess over this limit would be paid by the individual employees.

Award

The life insurance coverage for active fire fighters shall be raised to \$10,000 with no change in the coverage for retirees. If the total annual premium should exceed \$910.20 the excess shall be paid by the individual employees on a pro rata share basis.

22. Time and One-Half Rate for Holiday Pay

Presently each employee receives 8 hours pay for each holiday. The Association wants this changed to time and one-half which means 12 hours pay for each holiday. It argues that the shifts are 10 and 14 hours in length. Since the average of these shifts comes to 12, the Association wants 12 hours pay for each holiday.

The City disagrees with the suggestion of the Association.

Award

The time and one-half holiday pay proposal of the Association is denied.

23. Full Eyeglass Coverage

Article II, Section 21 of the agreement states that the City furnishes safety glasses and replacement lenses for glasses damaged in the performance of duty. New glasses will not be furnished within six months of retirement.

The Association asks that this provision be expanded so that eyeglass frames damaged in the performance of duty also be furnished by the City.

The City offers somewhat more than the above. It offers to pay up to \$20.00 for each eye examination and up to \$60.00 for each new pair of glasses. No new glasses shall be paid for by the City within the final year of service prior to retirement.

Award

The City shall pay up to \$20.00 for each eye examination and up to \$60.00 for each new pair of safety glasses. However no new glasses shall be paid for by the City within the final year of service before retirement.

24. Bereavement Leave

The Association wants the bereavement leave provision of the contract (Article II, Section 10) expanded very slightly so that a bargaining unit member would be able to obtain one day paid bereavement leave for the death of any of his spouse's relatives (other than father-in-law or mother-in-law for which 4 days is already allowed). As the contract is now written no leave would be allowed, for example, to attend the funeral of a spouse's uncle.

The City opposes any change from the present bereavement leave provision. It also submitted into evidence its Exhibit 50 which gives certain information regarding bereavement leave practices of Cohoes, Gloversville, Johnstown, Middletown, and Rensselaer.

Award

The bereavement leave proposal of the Association is denied.

25. Better Definition of 25-Year Retirement in Tier System

Both parties, at the hearing agreed to withdraw this issue, as they will work out a settlement jointly.

26. One Additional Week's Vacation

At present employees receive 2 weeks vacation after one year of service, 3 weeks after three years, and 4 weeks after twelve years.

The Association wants to improve the plan so that fire fighters get 5 weeks of vacation after eighteen years of service.

The City opposes the proposed liberalization of the vacation schedule. It submitted Exhibits 51 and 52 which give the 1979 and 1980 vacation practices of several area cities. Only two of the cities shown grant five weeks of vacation.

Discussion

1979 PERB Report on Fringe Benefits lists very few cities in the northern half of upstate New York that grant a 5th week of vacation.

Award

The Association's proposal to add a 5th week of vacation after eighteen years of service is denied.

Dale S. Beach

Dale S. Beach, Chairman
and Public Panel
Member

State of New York)
County of ~~Rensselaer~~) SS.:

On this ^{17th} day of ~~September~~ *September*, 1980, before me personally came and appeared DALE S. BEACH to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

LILLIAN D. BEAUDOUIN
NOTARY PUBLIC IN NEW YORK STATE
Residing in Albany County
My Commission expires March 30, 1981

Lillian D. Beaudouin
Reg. No. 0206600

State of New York)
County of ~~Rensselaer~~) SS.:

On this ^{18th} day of ~~September~~ *September*, 1980, before me personally came and appeared ROBERT F. GOLLNICK to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

COLLEEN ANN WAGNER
Notary Public, State of New York
Qualified in Albany County
My Commission Expires March 10, 1982

Colleen Ann Wagner

Robert F. Gollnick

Robert F. Gollnick
Employee Organization
Panel Member

Dissent Attached

Michael E. Gilchrist

Michael E. Gilchrist
Employer Panel Member

State of New York)
County of ~~Rensselaer~~) SS.:

Albany
On this *17th* day of *September*, 1980, before me personally came and appeared MICHAEL E. GILCHRIST to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

WILLIAM D. BEAUDOIN
NOTARY PUBLIC IN NEW YORK STATE
Residing in Albany County
My Commission expires March 30, 1981

William D. Beaudoin
Reg. No. 0206600

In the Matter of the Interest Arbitration between the
CITY OF WATERVLIET and UNIFORMED FIREFIGHTERS ASSOCIATION
OF WATERVLIET, NEW YORK, LOCAL 590, IAFF, AFL-CIO
Case No. IA-152; M79-479

DISSENT ON ITEMS #10 and #12

The majority of the panel proposes a 9% increase for 1980 and two increases in 1981, a 4.5% increase on January 1, 1981 and another 4.5% increase on July 1, 1981. The effect of the award is a 19% increase in pay over a two year span.

I dissent because the award is irresponsible, in that it propagates the evil which it claims to overcome, i.e. inflation. It awards a large sum of money to each FireFighter without asking for an increase in productivity to accompany the increase in pay.

Secondly, the award is arrogant in that it presumes the majority of the panel knows what is in store for us in 1981. They hold this knowledge without credentials and without special qualifications in the subject, and at a time when the most renowned specialists cannot agree on an economic description of 1981 and have been found to be frequently wrong in their previous predictions.

Thirdly, the majority presumes that the taxpayers and the City Administration are committed to paying a salary that permits a particular standard of living to be held by FireFighters, when in fact no such commitment exists. Further, if such a commitment is thought to be implied, then a FireFighter's income from sources other than the City must be brought into the calculation of the amount of increase in salary needed to maintain this mythical standard of living.

As for Item #11 - the Two Year Contract - the issue is inseparable from the pay issue.



M. E. Gilchrist
General Manager
City of Watervliet, New York

September 16, 1980