

NEW YORK STATE PUBLIC EMPLOYMENT
RELATIONS BOARD

NEW YORK STATE
PUBLIC EMPLOYMENT
RELATIONS BOARD
MAR-8 1981

In the Matter of the Interest :
Arbitration between the :
:
VILLAGE OF HUDSON FALLS :
:
and :
:
HUDSON FALLS PROFESSIONAL FIRE :
FIGHTERS ASSOCIATION, :
LOCAL 2730 :
:

CONCILIATION

Case No. IA80-13; M80-132

On September 24, 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 Village of Hudson Falls, hereinafter referred to as the "Village" and the Hudson Falls Professional Fire Fighters Association, Local 2730, hereinafter referred to as the "Association."

The Public Arbitration Panel members so designated are:

Dale S. Beach, Public Panel Member and Chairman

Morris A. Nassivera, Employer Panel Member

Dominick Timpano, Employee Organization Panel Member

The arbitration hearing was held in two sessions, November 18 and December 2, 1980, at the Village Hall in Hudson Falls. 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. Both the Village and the Association submitted briefs at the hearing which explained their positions on the issues.

Certain issues which were discussed during contract negotiations and in the mediation were excluded from this arbitration proceeding because they have been subject to Improper Practice Charge adjudication before PERB.

The Arbitration Panel met in executive session at the PERB offices in Albany on December 19, 1980.

APPEARANCES

For the Village

J. Lawrence Paltrowitz, Esq., Village Negotiator
 Anthony P. Cortese, Village Mayor
 Marie E. Philo, Clerk-Treasurer for Village

For the Association

Celestine Kelly, Association Negotiator and IAFF
 Staff Representative
 Howard Cornell, President of Local 2730
 Edward J. Fennell, Municipal Finance Consultant
 Ed Gordon, Secretary-Treasurer, Local 2730

The last collective agreement between the parties covered the period June 1, 1978 through May 31, 1980.

A total of 21 issues have been presented by the parties to this arbitration panel for decisions. The decisions of the panel are unanimous for all issues except that Mr. Nassivera, the Employer Panel Member, dissents in regard to the salary award for the second year of the agreement and in regard to call-back pay.

The Fire Department contains five bargaining unit members. Additionally the Village has a large volunteer fire-fighting force.

Hudson Falls has a population of about 8,000.

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."

FINANCIAL CONDITION OF HUDSON FALLS

Position of Association

Using reports for Hudson Falls such as annual reports, audits by the State Department of Audit and Control, tax margin statements, and budgets, Edward J. Fennell, Municipal Finance Consultant, presented an analysis of the financial condition of the Village.

The state constitutional tax limit for operating purposes for municipalities is 2% of the five-year average full valuation of taxable real property. For Hudson Falls the 1980-81 tax levy is \$827,203 which represents about 82% of the maximum allowable levy.

For villages the legal debt limit is 7% of the average of the last five years of full valuation of property. The average is \$45,879,100 and 7% of this is \$3,211,537. As of 5/31/80 outstanding debt was \$566,078 but all of this amount was exempt from the limit. Hence the Village has not exhausted any of its debt limit.

As of May 31, 1980 the general fund plus the federal revenue sharing fund showed a surplus of \$135,011.45. The contingency appropriation for 1980-81 is \$53,198 compared to \$27,549 for 1979-80. The federal revenue sharing fund has a surplus of \$18,184.85 that has not been utilized.

In summary Mr. Fennell stated that the financial condition as of the close of the last fiscal year was good.

Position of Village

Between 1978 and 1980 the Village was forced to increase its tax rate 15 1/2 percent while the assessed valuation increased only 2 percent.

At the start of the 1980-81 fiscal year the Village had an immediate deficit of \$36,944.71 caused by the overestimation of the fund balance in the 1980-81 budget. Furthermore, revenues anticipated to be received in 1980-81 have been overestimated while expenses have been underestimated.

The contingency fund of \$53,198 is being applied toward the purchase of a new fire engine which costs over \$100,000.

The Village asserts that the State of New York has done a "hatchet job" on state aid for local government. The Village claims it is experiencing severe economic times.

Conclusions About the Financial Conditions of Hudson Falls

The underlying fiscal condition of Hudson Falls is sound. This is demonstrated by the 18% of the tax limit which has not been used and the 100% of debt limit which is unused.

It is true that over the past 6-9 months the Village has somewhat overestimated revenues and underestimated expenditures (certain occurrences were beyond its control). However, the weight of evidence submitted to the Panel indicates that the Village is capable of paying for a reasonable, competitive contract settlement.

THE ISSUES

1. Clothing Allowance

The present clothing allowance is \$150 per year.

The Association asks that it be raised to \$350 per year. It states that the allowance has not been raised since 1978. Association Exhibit No. 1 gives price quotations from DaJon's store in Hudson Falls for uniform items at 1979 and 1980 prices.

The Village offers to raise the clothing allowance to \$200 per year, a 33 1/3 percent increase. It notes that the price increase between 1979 and 1980 shown in Association Exhibit No. 1 amounts to about 12 1/2 percent. For comparison purposes the Village cites Lake Placid, whose Fire Department is staffed in a manner similar to Hudson Falls. Lake Placid's allowance is \$175 per year.

Discussion

PERB's 1979 Report on Fringe Benefits and Related Practices Affecting Firefighters (Association Exhibit No. 2) gives clothing allowances for certain small Upstate New York cities as follows: Kingston-\$200; Newburgh-\$175; Norwich-\$180; Plattsburgh-\$250; Saratoga Springs-\$150; Troy-\$180.

The Panel determines that a clothing allowance of \$200 per year is adequate and competitive.

Award

Increase the clothing allowance from the current \$150 per year to \$200 per year.

2. Call-Back Pay

Currently the contract requires a minimum of one hour paid time if a fire fighter is recalled to work.

The Association seeks to change this to four (4) hours at one and one-half the individual's rate of pay (time and one-half). It argues that this higher figure is more in line with other fire fighters throughout the state.

The Village proposes eliminating the one hour minimum call-back pay. It believes that employees should be paid only for time actually worked.

Discussion

The PERB Fringe Benefit Report shows call-back pay policies for small cities as follows: Amsterdam - 4 hours; Canandaigua - 2 hours at overtime rate; Cohoes - 2 hours; Elmira - 2 hours; Johnstown - 4 hours at time and one-half; Kingston - 2 hours; Newburgh - 4 hours; Norwich - 2 hours; Oneonta - 2 hours; Plattsburgh - 3 hours.

Minimum call-back pay is very common, it is usually at straight-time, and the vast majority of municipalities pay for more than one (1) hour. To fairly compensate an employee for the time and effort to drive from his home to work outside his normal scheduled shift, he should be paid a fair minimum.

Award

Increase call-back pay to a minimum of two (2) hours. Call back shall continue to be paid at straight time.

3. Overtime

When fire fighters are required to work overtime, the present policy is to pay them at straight-time rates.

The Association proposes that this policy be changed to time and one-half for all overtime worked. It states that time and one-half is standard practice in the private sector and is very common among fire departments in New York State.

The Village does not want to change the present straight-time policy. Considerable overtime is worked because it is necessary to provide coverage for people who are absent due to vacation, personal leave, and sick leave. In 1979-80 overtime cost the Village \$20,999. If overtime had been paid at time and one-half, the cost would have been \$31,500, which is 36 percent of the Department's total salaries. This one demand alone is comparable to an 18.6 percent wage increase.

Discussion

Overtime policies vary considerably among municipalities. Some grant compensatory time off, some pay straight time, and some pay time and one-half.

Considerable overtime will continue to be required in the future. Because of the very high cost that would be incurred by changing to time and one-half, the Panel denies this proposal.

Award

The proposal to pay time and one-half for all overtime hours worked is denied.

4. Sick Leave

The contract now provides for five 24 hour sick leave days (120 hours) per year. Sick leave can be accumulated to 180 eight hour days which equals 60 twenty-four hour days or 1440 hours.

The Association proposes an increase of two (2) 24 hour days per year for a total increase of 48 hours per year. It also wants to raise the possible accumulation to 250 eight hour days which works out to an increase of 560 hours. The Association points out that when a fire fighter is out sick he is charged 3 eight hour days for each shift he is off. The present accumulation is probably the lowest among municipalities in the state.

The Village wants no change from the current sick leave policy. None of the fire fighters has accumulated hours anywhere near the current 1440 hour maximum. Other Village employees are covered by the same sick leave policy. The Village also identifies other municipalities having the same or a lesser sick leave policy.

Discussion

Among municipalities whose fire fighters work 24-hour shifts the PERB Fringe Benefit Report shows sick leave policies as follows:

Amsterdam - 24 days/year (3 days equals one shift).
Accumulate to 240 days.

Canandaigua - 12 (24 hour) days. Accumulate to 50 (24
hour) days.

Geneva - Unlimited.

Glens Falls - 15 days/year. Accumulate to 180 days.

Gloversville - 15 days/year. Accumulate to 150 days.

Norwich - 120 hours/year. Accumulate to 1320 hours.

Oneonta - 13 days/year. Accumulate to 180 days.

Plattsburgh - 15 twelve-hour days. Accumulate to
1,800 hours.

The Panel determines that a modest increase in sick leave is justifiable.

Award

For the first year of the agreement (June 1, 1980 - May 31, 1981) increase sick leave from five (5) working days of 24 hours each to five and one-half working days of 24 hours each for a total of 132 hours. Also for the first year of the agreement increase the allowable sick leave accumulation to 1452 hours.

For the second year of the contract (June 1, 1981 - May 31, 1982) increase the annual sick leave from five and one-half (5 1/2) working days (24 hours each) to six (6) working days for a total of 144 hours. Make no change in the allowable accumulation.

5. Personal Leave

The present agreement allows two working days off with pay each year for personal leave.

The Association wants a total of three personal days per year.

The Village asserts that the present personal leave policy is adequate. It cites several cities which have only one day per year and several that have two days.

Discussion

The PERB Fringe Benefit Report shows personal leave policies for various small upstate New York cities as follows:

Amsterdam	- 1 day
Canandaigua	- at discretion of Chief
Geneva	- 2 days
Glens Falls	- 1 day
Gloversville	- 4 days
Johnstown	- 2 days
Kingston	- 4 days
Norwich	- 24 hours per year
Oneida	- 12 hours per year
Oneonta	- None (has 2 floating holidays)

The Panel denies the Association's request to increase the number of personal days to three. Hudson Falls is now "in-line" with numerous other municipalities. Also the Association did not really substantiate its request.

Award

The Association's request to increase the number of personal leave days per year from two to three is denied.

6. Vacation

The present vacation policy is as follows:

1 year	- 14 calendar days
5 years	- 21 calendar days
15 years	- 28 calendar days

The Association advocates an improvement in the policy as follows:

1 year	- 6 working days (3 calendar weeks)
5 years	- 8 working days (4 calendar weeks)
15 years	- 10 working days (5 calendar weeks)
20 years	- 12 working days (6 calendar weeks)

The Village opposes any change in the vacation schedule which it calls adequate and competitive.

Discussion

An analysis of the vacation schedules of other upstate New York small municipalities shows that Hudson Falls is generally competitive. The Association did not demonstrate that there is any inequity in this matter.

Award

The proposal of the Association to improve the present vacation schedule is denied.

7. Mileage

The current allowance is 17¢ per mile when an employee must use his own vehicle for Fire Department business.

The Association asks that the rate be increased to 21¢ per mile because of the escalating costs of operating a car.

The Village is willing to raise the reimbursement rate to 18¢ per mile. It cites other cities which pay a lesser amount.

Discussion

Some increase in the mileage rate is desirable because of increased costs. Very little mileage is driven per year in personal vehicles for Fire Department business.

Award

Increase the mileage reimbursement rate to 18¢ per mile when an employee must use his own vehicle for Fire Department business.

8. Association Business

The present agreement provides for granting one tour of duty off for each firematic conference and for one member to attend, without loss of pay, two conferences per year as selected by the Association.

The Village proposes that no paid time-off should be allowed for Association business. It claims that the existing schedule of 24 hours on duty and 72 hours off duty allows adequate time between workdays to engage in Association business.

The Association wants to retain the Association Business article without change.

Discussion

Prevailing practice in collective bargaining is to grant certain paid time-off for union officers and members to participate in union conferences and other functions. No strong justification has been given to delete or weaken this article.

Award

The proposal of the Village to delete the Association Business article from the agreement is denied.

9. Retroactivity

The Village proposes that the new contract should become effective at the time of the issuance of this interest arbitration award. It argues that the terms of the contract ought not to be made retroactive to June 1, 1980.

The Association wants the contract terms to be retroactive to June 1, 1980 (the old agreement expired on May 31, 1980).

Discussion

Responsibility for failure to reach agreement upon terms of a new contract before expiration of the existing one rests with both the Village and the Association. It would be wrong to punish the employees with loss of wages for this delay.

Award

The proposal of the Village regarding retroactivity is denied. All the terms and conditions of the new contract are retroactive to June 1, 1980.

10. Hazardous Duty

The Association advocates the addition to the contract of a new provision that would grant double-time pay to any fire fighter who is required to work alone in the Fire Station. It bases its proposal upon employee safety and upon the April 2, 1947 Village Board Minutes which says that there should be two paid firemen on duty at all times. Association Exhibit No. 4 also gives some cases of injury and illness on the job.

The Village opposes the Association's hazardous duty pay proposal. It would be too costly to implement because the fire fighters must work alone about 2/3 of the time. In Lake Placid and Whitehall fire fighters must work in the station alone 100% of the time.

Discussion

To adopt the double-time pay proposal would make it very expensive for the Village. The Association gave no evidence that such a policy is employed in other communities. The Association's concern appears to center also upon the number of men per shift.

Award

The Association's hazardous duty pay proposal is denied.

11. Out-Of-Title Pay

The Association proposes to add a provision to the contract to the effect that an employee will receive the pay of a higher level position if he works in that higher capacity. This could occur if a bargaining unit member is designated to act as the Chief.

The Village opposes the Association's proposal. There is only one pay grade in the bargaining unit and there is no "acting chief" position in the bargaining unit.

Discussion

The Chief's position is currently held by a member of the Village Board. In any case the position of Chief or Acting Chief is outside the bargaining unit.

Award

The Association's proposal pertaining to out-of-title pay is denied.

12. Grievance Procedure

Both parties have proposed changes to the existing grievance procedure.

The Association has submitted a proposed revision of the current grievance procedure (Association Exhibit No. 5). In essence the principal changes are to create a union grievance committee, replace the "Chief" as a step in the appeals procedure with the "Village," and substitute final and binding arbitration, with a single arbitrator, for the present grievance board.

The Village (Village Exhibit No. 7) favors narrowing the definition of a grievance by excluding many matters that can now be grieved, adding the Mayor as an appeal step, and making small language changes.

Discussion

The Panel believes that neither the Association nor the Village has demonstrated any real failures in the operation of the existing grievance procedure. Hence the Panel has determined to make no change in the present procedure.

Award

The changes in the existing grievance procedures proposed by the Association and by the Village are denied. Retain the grievance procedure unchanged.

13. Life Insurance

Currently each employee has \$20,000 of life insurance as part of the retirement plan.

The Association requests that the Village purchase an additional \$10,000 life insurance policy for each of the fire fighters. The John Hancock Insurance Company has quoted a cost of \$20 per month (total) to cover all five employees.

The Village opposes any new life insurance coverage. It claims the \$20,000 protection under the retirement plan is sufficient.

Award

The Association's request for a special \$10,000 life insurance policy for each unit member is denied.

14. Hours of Employment

The present schedule of work is 24 hours on duty followed by 72 hours off duty. This is spelled out in Article XIII of the contract.

The Village wants to delete Article XIII from the contract because it wants the freedom to alter the working schedule as it sees fit. It hints that an eight hour tour of duty may be better than the current work schedule.

The Association wants to retain Article XIII - Hours of Employment without change.

Discussion

Hours of employment ought not to be changed without joint negotiations between the parties. However it has always been the desire of the Association to have two men on duty on the third shift. Therefore, to obtain such proper third-shift coverage the parties should negotiate this particular matter.

Award

The proposal of the Village to delete Article XIII - Hours of Employment from the agreement is denied. However in order to obtain adequate staffing on the third shift the parties should negotiate this particular matter.

15. Continuation Clause

Article XXI(5)(C) of the contract states that the agreement will continue after expiration unless and until a new agreement is reached by the parties.

The Village advocates the deletion of this continuation clause.

The Association wishes to retain the clause.

Discussion

The reason advanced by the Village for wanting to delete the continuation clause is not clear and persuasive. The Panel feels that stability and healthy relations between the parties are served by retaining the clause in question.

Award

The proposal of the Village to delete Article XXI(5)(C), the continuation clause, from the agreement is denied.

16. Retirement

A. Retired Members Hospitalization

The Village now pays 100% of the cost of hospitalization for retired bargaining unit personnel. But this practice is not required by the contract.

The Association asks that this practice be continued and made a part of the contract. Also it asks that 100% of hospitalization costs be paid for those now employed when they retire.

The Village states that benefits for already retired personnel constitute a non-mandatory subject of bargaining. Only in interest arbitration did the Association ask that presently employed fire fighters receive the 100% Village payment for hospitalization. The Village objects to this demand by claiming it is untimely.

Discussion

The Village is not required to bargain benefits for already retired members. Introduction of the demand regarding currently employed members has probably been untimely.

Award

The Association's proposal covering Village payment of hospitalization benefits for retirees is denied.

B. Cash-In of Accumulated Sick Leave

Presently, upon retirement or death, each member of the bargaining unit receives 30% of unused accumulated sick leave in cash.

The Association wants the percentage raised to 50% and the sum of money to be paid upon termination of employment, not just upon retirement or death.

The Village is opposed to increasing the percentage to 50% and is opposed to paying the cash bonus for any termination of employment.

Discussion

Conversion of unused sick leave to cash upon retirement does encourage employees to save their sick time and only use it when they are sick. However, the Panel does not feel such conversion should be a bonus paid to anyone who quits voluntarily before retirement or who is discharged for just cause.

Award

The percentage of unused accumulated sick leave that is converted to a cash bonus upon retirement or death shall be raised from 30% to 40%. The proposal of the Association to pay this bonus for any "termination of employment" is denied.

C. 20-Year Retirement Plan

The current retirement plan provides for retirement upon completion of 25 years of service (Section 375g).

The Association asks that the 20-year, no-age limit, retirement option (Section 384d) be made available to the employees.

The Village is opposed. The current plan costs 24% of salaries. The 20-year plan would cost 41% of salaries. This proposal plan would be comparable to a 17% wage increase.

Discussion

Very little rationale was offered by the Association regarding its desire for the 20-year plan. The Panel determines that the cost of adopting such a plan would be too burdensome for the Village at this time.

Award

The proposal of the Association to adopt the 20-year retirement option (Section 384d) is denied.

17. Holidays

Article XI of the current contract provides for 10 holidays per year.

The Association wants 3 more paid holidays - specifically Good Friday, Easter Sunday, and Martin Luther King's Birthday. Out of 56 local unions in New York State (Fire Fighters), 41 receive more than 10 holidays.

The Village does not want any increase in the number of holidays. Oneida, Rome, and Saratoga Springs have 9 holidays for fire fighters. Glens Falls has 10.

Discussion

The PERB Fringe Benefit Report gives the holiday policies of various municipalities as follows:

Amsterdam	11	Oneida	9
Canandaigua	11	Oneonta	13
Geneva	12	Plattsburgh	13
Glens Falls	10	Rome	9
Johnstown	10	Troy	11

Award

Increase the number of paid holidays from ten (10) to eleven (11). The new paid holiday shall be Easter Sunday.

18. Agency Shop

The Association advocates the adoption of an agency shop clause to the contract. The Village would be required to deduct from the pay of any employee who is not a member of the Association an amount equal to the Association dues. This would be remitted to the Association. The Association argues that under State law it must represent non-union employees. Hence they should pay their fair share of the cost of this service.

The Village opposes an agency fee. It does not want to limit the individual's right to decide whether or not he wants to support the union financially.

Discussion

The Panel believes that all bargaining unit members should pay their fair share toward the cost of providing the benefits and services rendered by the Association. "Free riders" could make it difficult for the union to function effectively.

Award

The proposal of the Association to adopt an agency shop provision is granted.

19. Salaries and Longevity

Each employee is now paid \$11,284 per year plus longevity of \$200 after eight years of employment.

The Association requests a 15% increase in pay plus a cost of living clause plus "the difference between their increase in salary and what the cost of living rose during the period of our present contract." The Association states that since 1975 the cost of living has increased much faster than has the salary of the Hudson Falls fire fighter. In fact the salary has fallen behind the increase in the cost of living by \$1,047. Additionally the Association supplied comparisons with skilled workers' wages in private-sector firms in the area and with rates paid to fire fighters in several small cities in New York State.

In addition to a direct salary increase the Association also requests a new longevity pay schedule as follows:

After	5 years	-	\$250
	10 years	-	\$300
	15 years	-	\$350
	20 years	-	\$400

The Village offers a salary increase of \$850, which is equivalent to a 7.5% increase for the first year of a two-year agreement and a \$900 increase for the second year.

The Village also suggests retaining the present \$200 longevity payment after eight years of service and raising it to \$225 after ten years.

In support of its salary offer the Village provides pay comparisons with vehicle operator rates in Warren and Washington counties and with fire fighter rates in several villages and cities. It also compares the job duties of Hudson Falls fire fighters with those in other communities.

Discussion

Early in this report we pointed out that this Panel has concluded that Hudson Falls has the ability to pay a reasonable, competitive financial contract settlement.

The Consumer Price Index, All Cities Average, has shown a one year increase of about 12 to 13% over the past several months.

However, wage settlements in the public sector have lagged a few percentage points behind the cost of living increase.

The Panel has noted the salary comparisons offered by both the Association and the Village. Salaries for 1980 for fire fighters in several small upstate cities are as follows¹ (top step):

Cohoes	\$13,079	Rensselaer	\$12,519
Fulton	14,968	Malone	11,400
Gloversville	12,792	Massena	12,584
Johnstown	13,288	Glens Falls	13,486

After evaluating all the evidence regarding comparability, ability to pay, interests of the public, nature of the fire fighter's job, and past practice between the parties this Arbitration Panel makes a salary and longevity determination as follows:

Award

For the first year of the agreement (June 1, 1980 through May 31, 1981) raise the salary, which is currently \$11,284 per year, 8.5 percent. Thus the salary shall be \$12,243. Also for the first year of the agreement raise the longevity payment which is earned upon completion of eight (8) years of service to \$250.

For the second year of the agreement (June 1, 1981 through May 31, 1982) raise the salary 9.0 percent. Thus the salary shall be \$13,345. Also for the second year add a new longevity step of \$100 to be paid upon the completion of four (4) years of service and raise the longevity payment upon completion of eight (8) years of service to \$300.

20. Zipper Clause

The Village wants to add a "Zipper Clause" to the contract. A zipper clause would preclude either party from initiating negotiations on a mandatory subject of bargaining during the life of the contract.

The Association opposes the inclusion of a zipper clause.

Award

The request of the Village for a zipper clause is denied.

¹ PERB - First 1980 Report of Salaries for Firefighting Personnel of Paid Fire Departments in New York State.

21. Term of the Agreement

The Village wishes to have a two-year agreement. The Association is receptive to the idea of a two-year agreement.

Award

The collective bargaining agreement shall cover a two-year period, starting June 1, 1980 and continuing through May 31, 1982.

Dale S. Beach
Dale S. Beach, Chairman
and Public Panel Member

STATE OF NEW YORK
COUNTY OF ~~Cattaraugus~~ Rensselaer ss.:

On this ~~25~~ ²⁵ day of February, 19 81, 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.

COLLEEN ANN WAGNER
Notary Public, State of New York
Qualified in Albany County
My Commission Expires March 30, 1982

Colleen Ann Wagner

Andrea J. Grozzo - Notary Public
ANDREA J. GROZZO
Notary Public, State of New York
Residing in Saratoga County
My Commission Expires Mar. 30, 1982

Dominick A. Timpano
Dominick A. Timpano
Employee Organization
Panel Member

STATE OF NEW YORK)
 COUNTY OF) ss.:

On this 25th day of February, 1981, before me
 personally came and appeared _____ to me
 known and known to me to be the individual(s) described in and who
 executed the foregoing instrument and _____ acknowledged to me that
 executed the same.

Dissenting

Morris A. Nassivera
 Morris A. Nassivera
 Employer Panel Member

STATE OF NEW YORK)
 COUNTY OF WARREN) ss.:

On this 20th day of February, 1981, before me
 personally came and appeared MORRIS A. NASSIVERA to me known
 and known to me to be the individual(s) described in and who
 executed the foregoing instrument and _____ acknowledged to me that
 he executed the same.

Helen M. Sassone
 Notary Public

HELEN M. SASSONE
 Notary Public, State of New York
 Saratoga County - No. 48 3457740
 My Commission Expires March 30, 1981

In the Matter of the Interest Arbitration between the Village of Hudson Falls and Hudson Falls Professional Fire Fighters Association, Local 2730, the employer member of the Public Arbitration Panel hereby dissents from the decision and award of the Panel as submitted in Case No. IA80-13; M80-132. Accordingly, the Panel was not unanimous in its award.

I respectfully disagree with the majority regarding their conclusions on two items - call back and additional longevity during the second year of the contract.

With regard to the call back award, I do not agree that the Fire Fighters should have a minimum call back of two hours. The Panel majority stated that a two-hour minimum was necessary "to fairly compensate an employee for the time and effort to drive from his home to work outside his normal scheduled shift". In the Village of Hudson Falls, the Fire Fighters are not commuting a significant amount of time from their homes to the fire station. In most instances, this travel time is less than five minutes. More importantly, the vast majority of the recalls to the fire station are responsive to false alarms. During the calendar year 1980, there were 148 instances of recall, of which 128 were for less than the one hour minimum.

I must indicate my dissatisfaction with the majority Panel's decision because I believe very strongly that the Fire Fighters should be paid for the actual time that they spend on a recall. At most, the Village should only be obligated to pay the Fire Fighters for a maximum of one hour. In my opinion, this is fair compensation for the few

minutes that it takes the Fire Fighter to travel from his home to the fire station, report in, and immediately return home. By increasing the minimum from one hour to two hours, the cost for a recall due to a false alarm will increase by 100 percent. I do not believe that the decision of the Panel majority is fiscally responsible.

With regard to the longevity increase, I must respectfully dissent from the liberal award in the second year of the agreement. Presently, the Fire Fighters receive a \$200 longevity increase after eight years of service. In the second year of the contract, the Panel majority awarded an increase in the longevity to \$300 after eight years of service, and added an intermediate step of \$100 after four years.

This award is nothing more than a "bonus" of \$100 for each member of the bargaining unit. All of the Fire Fighters except one have been employed in excess of eight years. This means that all of those employees will receive an additional \$100 increase, beyond the across the board increase. The sole Fire Fighter who does not qualify for the eight years longevity, will qualify for the four year longevity increase during the second year of the agreement. He also will receive \$100 over and above the across the board increase.

Therefore, all of the Fire Fighters in the bargaining unit will receive an additional \$100 through the longevity award. This is nothing more than a disguise for an additional \$100 increase in each of the Fire Fighter's salary, and should have been considered as part of the overall salary increase.

In addition, no other Village employee receives a similar longevity increase, and the majority Panel award is initiating an expensive precedent with the Fire Fighters.

It should also be noted that the association never even requested

a longevity increase after four years of service; rather, their demand began with a request for a longevity increment at the fifth year.

It is respectfully submitted that an increase in the longevity payment to \$225 after ten years of service would have a true longevity incentive and extremely appropriate under the fiscal strain of the Village.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Morris A. Nassivera". The signature is written in a cursive style with a prominent initial "M".

Morris A. Nassivera
Employer Panel Member