

STATE OF NEW YORK
PUBLIC EMPLOYMENT
RELATIONS BOARD

PERB PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
NOV 4 1981
CONCILIATION

-----x
In the Matter of Arbitration
Pursuant to Section 209 of
New York Civil Service Law

PERB CASE NO.
IA-80-28
M80 - 317

between

THE BRIGHTON FIRE DISTRICT

"District"

-and-

THE BRIGHTON PROFESSIONAL
FIREFIGHTERS ASSOCIATION

"Association"
-----x

PUBLIC ARBITRATION PANEL

MAX M. DONER, ESQ. - Chairman
ROBERT GOLLNICK - Member
CARL KRAUSE, ESQ. - Member

APPEARANCES:

TERRY VAN HOUTEN, ESQ. - Counsel-District
Harris, Beach, Wilcox,
Rubin and Levey, Esqs.

BENTLEY BISBEE, ESQ. - Counsel-Association

Hearing-Brighton, New York : September 2, 1981
Executive Session-New York City: October 1, 1981
Award : October 9, 1981

AWARD OF ARBITRATION PANEL*

The undersigned members of the Public Arbitration Panel ("Panel") designated by New York State Public Employment Relations Board ("PERB") on January 27, 1981, pursuant to provisions of New York Civil Service Law Section 209.4, having heard the proofs and allegations of the District and Association on September 2, 1981 at a hearing in Brighton, New York, and having met in Executive Session on October 1, 1981 in New York City, and upon examination of the voluminous documentation in the record, hereby AWARD as follows:

1. SALARY. ARTICLE X

- A. Calendar 1981 - Across-the-board annual increase of \$1,500, effective January 1, 1981. Distribute retroactive amount reasonably equally in upcoming salary payments for remainder of 1981.
- B. Calendar 1982. Across-the-board annual increase of \$1,600.

The above increases were proposed by the Association on July 15, 1981, and accepted by the District. The members of the unit, approximately thirty (30), subsequently voted down the tentative settlement, which included salary, among others.

2. DENTAL PLAN. New Article Proposed by Association.

The District will provide at its expense, the Smile Saver Plan, to commence with calendar 1982, at a cost not to exceed:

- a-\$212 per year for employee and family.
- b-\$ 72 per year for single employee.

In the event of increase in premium for calendar 1982 above \$212 and \$72 respectively, such increase shall be borne by the respective insureds.

3. AGENCY FEE. New Article Proposed by Association.

Each member of the unit will pay to the Association, an amount of money equal to Union dues, uniformly required of all members.

The Association is required as a matter of law to provide representation equally to all members of the unit, whether dues-paying or not. Fairness dictates that all who benefit from collective negotiation contribute to the cost of representation. We can find no justification for "free-loading".

4. WORK SCHEDULE. ARTICLE XI

Commencing with calendar 1982, the District will adopt the "Ridge Road Fire District" schedule, attached herewith and showing application of same for Groups 1, 2, 3 and 4, if used in January 1981.

The existing schedule provides for four (4) to six (6) day work spans, ranging from forty (40) hours to seventy-two (72) hours, with intervening off days ranging from four (4) to six (6). The District proposal above awarded, changes the schedule to three-day work cycles of thirty(30)hours on days to forty-two (42) hours on nights, with intervening three(3) off days.

There is validity to the District contention that the existing schedule limits meaningful training programs. The new schedule is for a one-year period, which will permit the District and Associ-

ation to evaluate merits and demerits. In negotiations for a successor agreement to follow December 31, 1982, the parties would do well to engage in exchanges based on the 1982 experience, so as to arrive at work schedules which result in good service to the District, while meeting the needs of the men, including moonlighting - a phenomenon common and accepted among fire and police personnel. While the needs of the District come first, accommodation is in order where the needs of the District are not impaired.

5. PENSION PLAN - ARTICLE XXI

Retain existing plan through December 31, 1982.

The Association is seeking revision of existing pension plan. It appears that the revision would reduce cost to the District, while at the same time providing beneficial options to employees in the unit. The District counters that the proposed revisions would add a financial obligation because of a legal requirement to cover non-unit employee(s).

There is no anticipated retirement in 1982, hence no compelling reason to resolve Pension Plan dispute forthwith. The District and Association would do well to set up a joint committee of one member each, to thoroughly explore the Pension problem. The Committee will issue a joint report or several reports to provide guidance for implementation after December 31, 1981.

6. RELEASED TIME - ARTICLE VIII

Maintain status quo.

The President of the Association or his designee, are granted up to seven (7) work days (we assume annually - the language is not specific) to attend convention or seminars, "at no additional expense to the Fire District." The President or designee provides a substitute to work the days in question. The Association is seeking to delete from Article VIII "at no additional expense to the Fire District," thereby gaining paid leave time, rather than the present switch time.

In the private sector, there is common the full time steward who is paid by the employer to administer for the Union, the Collective Bargaining Agreement. In the automotive and its feeder industries, there is an established ratio of one full-timer at company expense for each 600 employees in the unit. We leave it to the social scientists to evaluate the arrangement with relation to effective trade unionism. We note, however, at the same time, that the arrangement is the product of collective bargaining, and not imposed from above by power of law.

While the parties are free to reach accommodation on company paid time for Association officials, the interests of healthy trade unionism would not be served by the Public Arbitration Panel mandating such payment. The Chairman, accordingly casts his vote in the negative on this Issue 6.

- - - - -

The Association presented the District with a list of thirty-five (35) items under consideration as of July 15, 1981, twenty-nine

(20) of which were resolved by the parties, and six (6) discussed above. We note that as of said date, the Association explored a three-year agreement, proposing a fixed amount of increase which seemed acceptable to the District. In the interest of stability, two-year limitations under CSL 209 notwithstanding, we urge upon the parties a negotiating session in the hope of concluding a three-year agreement.

Respectfully submitted,

Max M. Doner 10-9-81

MAX M. DONER
Chairman

(S) R G

ROBERT GOLLNICK October 20 1981

Concurs	as to:	1	(2)	(3)	4	5	6
Dissents	as to:	(1)	2	3	(4)	(5)	(6)
Without Opinion	as to:	1	(2)	(3)	4	5	6
With Opinion	as to:	(1)	2	3	(4)	(5)	(6)

(S) CK

CARL KRAUSE October 23 1981

Concurs	as to:	(1)	(2)	3	(4)	(5)	(6)
Dissents	as to:	1	2	(3)	4	5	6
Without Opinion	as to:	1	2	3	4	5	6
With Opinion	as to:	(1)	(2)	(3)	(4)	(5)	(6)

(20) of which were resolved by the parties, and six (6) discussed above. We note that as of said date, the Association explored a three-year agreement, proposing a fixed amount of increase which seemed acceptable to the District. In the interest of stability, two-year limitations under CSL 209 notwithstanding, we urge upon the parties a negotiating session in the hope of concluding a three-year agreement.

Respectfully submitted,

Max M. Doner 10-9-81

MAX M. DONER
Chairman

Robert Gollnick
ROBERT GOLLNICK October 20 1981

Concurs as to: 1 (2) (3) 4 5 6
 Dissents as to: (1) 2 3 (4) (5) (6)
 Without Opinion as to: 1 (2) (3) 4 5 6
 With Opinion as to: (1) 2 3 (4) (5) (6)

U.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

NOV 12 1981

CONCILIATION

Carl R. Krause
CARL KRAUSE October 23 1981

Concurs as to: (1) (2) 3 (4) (5) (6)
 Dissents as to: 1 2 (3) 4 5 6
 Without Opinion as to: 1 2 3 4 5 6
 With Opinion as to: (1) (2) (3) (4) (5) (6)

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.

On this 9th day of October 1981, before me personally came and appeared Max M. Doner, 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.

Gladys S. Pepper
GLADYS S. PEPPER
Notary Public, State of New York
No. 30-4656082
Qualified in Nassau County
Commission Expires Mar. 30, 1983

STATE OF NEW YORK)
COUNTY OF) ss.

On this day of October 1981, before me personally came and appeared Robert Gollnick, 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.

STATE OF NEW YORK)
COUNTY OF) ss.

On this day of October 1981, before me personally came and appeared Carl Krause, 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.

GROUP 1

JANUARY 1981

RIDGE ROAD FIRE DISTRICT

11 & 507 SPIRAL
12 Cover and Book - Jan - Dec
13 to 16 Cover and Book - Sept - Dec
17 to 18 Spiral Book
19 Forward 2 Hds - Sept - Dec

SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

DECEMBER 1980 1981 FEBRUARY 1981 1 NEW YEAR'S DAY 2 3

N N N N N

4 5 6 7 8 9 10

N D D D

11 12 13 14 15 16 17

D N N N N

18 19 20 21 22 23 24

D D D

25 26 27 28 29 30 31

N N N D

GROUP 2

JANUARY 1981

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
DECEMBER	FEBRUARY			1 NEW YEAR'S DAY	2	3
				D	D	D
	5 D	6 D	7 D N	8 D N	9 N	10
	12	13 D	14 D	15 H D	16 H	17 H
3 N ✓	19 N	20 N	21 N	22	23 D	24 D
5 D ✓	26 H ✓ D	27 H ✓ D	28 H ✓	29	30	31 N

4 1/2" VINYL FRAME
 1 - Jan. - Dec.
 1 - Jan. - Dec. Roll
 1 - Sept. - Dec.
 1 - 18 - Sept. - Dec. Roll

11 x 8 1/2" SPIRAL
 C1 Cover and Back - Jan. - Dec.
 C11 Cover and Back - Sept. - Dec.
 C11 Spiral Roll
 Number 3 Hole - Sept. - Dec.

GROUP 3

JANUARY 1981

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
DECEMBER 1980	FEBRUARY 1981			1 NEW YEAR'S DAY	2 D	3 D ✓
D ✓	5 H ✓	6 N ✓	7 H ✓	8	9	10 D
N	N	N				
	12 D	13 D	14 D	15 D	16 N	17 N
D	D					
3	19	20	21	22 N	23 H	24 H
N				D	D	D
5 N ✓	26	27	28	29	30 D	31 D ✓
			N	N	N	



New York State Professional Fire Fighters Association, Inc.

EXECUTIVE OFFICE
111 WASHINGTON AVENUE
SUITE 603
ALBANY, NEW YORK 12210

PHONE: (5

5. Pension Plan Article XXI

By a vote of two to one with myself dissenting, the panel voted to make no change in the pension benefit. By offering section 375-I of the Policemen's and Firemen's Pension System to the members of the Brighton Fire Department, there could have been a cost savings to the Fire District. No evidence was presented to dispute this or was any evidence presented to show why this plan would be a dis-service to the Fire District. With a program that would save the employer money and not effect the fire department in any adverse way, I can not understand or justify the panel's rejection of this issue.

6. Release Time Article VIII

The panel by a vote of two to one rejected the union's request for union release time. My dissention on this issue again is based on the fact of no justifying reasons were presented to substantiate the panel's action. With no union release time being granted at the present time, the union's request for seven working days a year was reasonable and justifiable.

Submitted by,

Robert Gollnick, Panel Member

Charles J. Anderson
Notary Public, State of New York
Qualified in Albany County
My Commission Expires March 30, 1982



New York State Professional Fire Fighters Association, Inc.

EXECUTIVE OFFICE
111 WASHINGTON AVENUE
SUITE 803
ALBANY, NEW YORK 12210

PHONE: (51)

In the Matter of the Interest
Arbitration between

The Brighton Fire District
and

The Brighton Professional Fire Fighters, Local 2223, I.A.F.F.

PERB Case No. IA-80-28; M80-317

As the employee member of this arbitration panel, I felt there were serious problems in the handling of this dispute and the method and directions of the panel's deliberations.

For this reason, I'm filing dissenting opinions on four of the six issues that the panel deliberated on.

1. Salary Article X

The award states the increases were proposed by the Association on July 15th, 1981 and accepted by the District.

The figures stated in the award were not proposed by the Association. The Association did agree to take these figures back to the membership for a vote without recommendation. The membership voted down these figures because other issues they felt were necessary, were not part of the salary figures.

Again in Executive Session, these figures were presented and adopted by the majority of the panel without consideration of other issues.

For these reasons, I find the panel's action inappropriate and I dissent on the salary award.

4. Work Schedule Article XI

By a vote of two to one with myself dissenting, the panel agreed to change the present work schedule.

There was no reason put forth why a change was needed in the work schedule. No benefit to the district was presented to show the reason the district wanted to change working conditions. My only assumption can be that this change was wanted as a harrassment of the members of the Association.