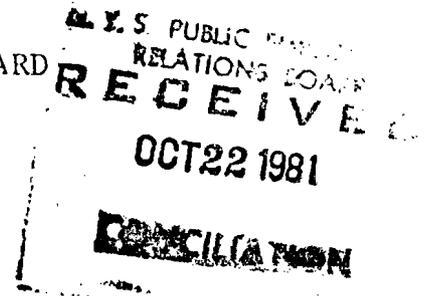


STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD



In the Matter of the Interest *
Arbitration between the *

CITY OF ITHACA *

and *

ITHACA PAID FIREFIGHTERS *
ASSOCIATION, LOCAL 737 *
*

Case No. IA81-5; M80-578

On June 19, 1981 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 this contract negotiation dispute between the City of Ithaca, hereinafter referred to as the "City", and the Ithaca Paid Firefighters Association, Local 737, hereinafter referred to as the "Association".

The Public Arbitration Panel members so designated are:
Dale S. Beach, Public Panel Member and Chairman
Richard F. Heller, Employer Panel Member
Dominick A. Timpano, Employee Organization Panel Member

The arbitration hearing was held on August 3 in the Ithaca 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. Both the City and the Association submitted briefs at the hearing. There were no post-hearing briefs.

The Arbitration Panel met in executive session at the Ithaca City Hall on August 4, 1981.

APPEARANCES

For the City

William L. Holcomb, Consultant to the City
Paul Cleary, Counsel to Mr. Holcomb
Joan M. Collins, Personnel Administrator, City of Ithaca
Monte A. Shapiro, City Attorney
Joseph A. Spano, City Controller

For the Association

Celestine Kelly, International Association of Fire Fighters
Bernard VanOrman, President, Local 737
Russell Brann, Local 737
Douglas R. Vliet, Local 737
Edward J. Fennell, Municipal Finance Consultant

The last collective agreement between the parties covered the period January 1, 1979 through December 31, 1980.

After considerable discussion and caucusing by the parties during the hearing, it was decided that this arbitration award shall be for one year; January 1, 1981 through December 31, 1981.

A total of 7 issues have been presented by the parties to the Arbitration Panel for decisions. The decisions of the Panel are unanimous on all issues except that Richard Heller, the Employer Panel Member, dissents on salary and retroactivity.

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. This consideration, of course, has been conditioned by the information made available to it by the Association and the City. In substance Section 209.4(v) states that in addition to other relevant factors the panel shall take into consideration 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 in public and private employment in comparable communities;

- b. interests and welfare of the public and financial ability of the employer to pay;
- c. comparisons of peculiarities in regard to other trades or professions including hazards; physical, educational, and mental qualifications; and job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past.

FINANCIAL CONDITION OF ITHACA

Position of Association

Using reports for Ithaca such as budgets, annual report, and tax margin statement and certain reports prepared by the State Comptroller and the State Department of Audit and Control, Edward J. Fennell, Municipal Finance Consultant, presented an analysis of the financial condition of the City of Ithaca.

The constitutional tax limit for all cities in New York State is 2% of the five-year average full value of taxable property. For the calendar year 1981 Ithaca has a taxable margin of \$1,577,094, which represents 38.9% of its taxable limit of \$4,051,753.

The constitutional debt limit is 7% of the last five years' average full value of taxable property. As of December 31, 1980 the debt limit was \$15,247,664 and the net debt subject to the limit was \$7,865,785. This represents 51.6% of the debt limit.

Among upstate New York cities having populations between 20 and 30 thousand Ithaca's combined city, county, and school district tax rate of \$35.84 on full value (for 1979) ranked 8th out of these 13 cities. Newburgh ranked highest (first) with a tax rate of \$53.28 and Saratoga Springs ranked 13th with a rate of \$25.77.

For the year ending December 31, 1980 Ithaca's General Fund had a surplus of \$588,510.82. The City appropriated \$380,388.00 of this for the 1981 budget leaving an unappropriated balance of \$208,122.82.

The State Legislature appropriated \$354,344 in special aid to Ithaca in 1981 as part of \$79 million aid to small cities. This figure is not shown in the Ithaca 1981 budget because this appropriation was not anticipated.

Overall Mr. Fennell finds that the City of Ithaca's financial condition is healthy.

Position of City

The City does not dispute the accuracy of the figures presented in Mr. Fennell's analysis. However the City points out that there are uncertainties in future revenue sources. Eighteen percent of the funds in the General Fund category come from state aid and 23% come from Sales and Utility taxes. Because of the recent exemption from taxation of home heating oil, sales tax yields are falling below earlier estimates. Since 1979-80 State aid to localities has been frozen by the State. Also the dominant element in State aid is population. With declining populations in cities, cutbacks might occur.

The Federal Revenue Sharing Program has contributed toward the Police and Fire Retirement account. But Federal Revenue Sharing funds have been cut back repeatedly in recent years.

The City also points out that the City tax rate increased 19% in 1980 and 18% in 1981.

Conclusions About the Financial Condition of Ithaca

The fiscal condition of Ithaca is sound. It is able to pay a reasonable and fair salary increase for the year 1981.

THE ISSUES

1. College Credits

Part II, Schedule "A", A-5, of the 1979-80 collective agreement provides for \$10.00 additional annual compensation for each college credit hour earned toward a Fire Science degree.

The Association asks that this figure be raised to \$20.00 per credit hour for courses completed after January 1, 1981. It cites increased costs for tuition, books, and materials.

The City offers \$15.00 per credit hour. It says there would be no problem with retroactivity in this issue because the money would not be paid until 1982.

Discussion

In consideration of increased college costs and because of the history of negotiations the Panel awards \$15.00 per credit hour.

Award

Increase the annual compensation to \$15.00 per college credit hour for courses completed after January 1, 1981.

2. Clothing Allowance

The 1979-80 agreement provides an annual clothing allowance of \$125 for fire fighters and \$130 for the fire alarm superintendent and for the lieutenants.

The Association wants the clothing allowance raised to \$250 and presumably made equal for all personnel. It cites increased costs and its Exhibit #3 furnishes certain cost information.

The City offers to increase the clothing allowance to \$150. Its Exhibit #2 points out that there was tentative agreement at the \$150 figure between the City and the Association on 12/11/80.

Discussion

In view of higher clothing costs and in view of the history of the negotiations between the parties the Panel awards an annual clothing allowance of \$150 for all Fire Department members.

Award

The annual clothing allowance shall be raised to \$150 for all Fire Department personnel.

3. Sick Leave

A. Currently, upon retirement an employee's unused sick leave up to 112 days shall be computed at his regular rate of pay and applied to the payment of extended health and accident insurance. However, such credit shall not exceed \$4,000. The rate of accumulation of sick leave shall be 12 days annually.

The Association wants the limit raised to 150 days, the annual accumulation raised to 16 days, and it wants the dollar limit lifted

entirely. It supports its proposal by mentioning the high cost of medical coverage. Also, once a person has earned sick leave he should not lose it upon retirement if he has not abused its usage.

For its part the City offers to raise the limit on unused sick leave to 124 days. It wants to retain the current rate of accumulation at 12 days per year and to retain the dollar limit at \$4,000. The City asserts that an average of only 5.3 sick days per employee per year are used. Hence there is no need to increase the rate of annual accumulation. Furthermore, after the dollar limit is exhausted, the City pays 50% of the retiree's and 35% of the dependent's health insurance premium.

Discussion

In consideration of discussions between the parties during negotiations, the Panel determines that the limit on conversion of accumulated sick leave to a dollar value to pay for health and accident insurance after retirement should be raised to 124 days. Also the rate of annual accumulation shall remain at 12 days. However, the dollar limit shall be increased to \$4400. This represents about the same percentage increase as the percentage increase in the number of days (about 10%).

Award

Increase the limit on the amount of unused sick leave that can be converted to a dollar value and used to pay for extended health and accident insurance after retirement to 124 days. Retain the rate of annual sick leave accumulation at 12 days. Increase the dollar limit to \$4400.

B. Employee Substitution

The Association proposed that employees should have the right to work for any member of the bargaining unit who is unable to work due to off-duty accident or illness after that individual has exhausted his sick leave. The length of time of accident or illness coverage, assignment to duty, and rank coverage shall be agreed to by the Union and the Fire Chief.

The City stated that it has no objection to this proposed policy, however, it doesn't know whether it would be legal.

Discussion

The Panel is sympathetic to the Association's request. It

has merit and certainly represents a desirable motive to help a fellow fire fighter in time of need. However, the parties ought to investigate the legality of putting such a plan into a contract.

Award

The right of employees to voluntarily work in place of an injured or ill employee who has exhausted his sick leave has merit. The parties should determine whether such a policy would be legal. Beyond this, the Panel makes no specific award.

4. Personal Leave

Currently fire fighters are not entitled to any personal leave days.

The Association wants 2 paid personal days per year to allow the employee to conduct personal or family business which would fall on a regular work day. It proposes that unused personal days be added to the employee's sick time accumulation. The Association argues that all other Ithaca city employees do receive personal time. Both the D.P.W. and the Administrative bargaining units get 3 days per year. Also, most fire fighters throughout the State receive personal time ranging from 1-5 days per year.

The City maintains that fire fighters do not need personal days because of the nature of their work schedule. They work four consecutive days (10 hour/14 hour shifts) and then are off duty for four consecutive days. They can transact personal business during their days off duty.

Discussion

In addition to the D.P.W. and Administrative units having 3 personal days per year as mentioned above, it ought to be noted that the Police Benevolent Association Unit receives 2 personal days per year. Furthermore fire fighters in many other cities in New York State are entitled to personal days.

Upon infrequent occasions a fire fighter may have pressing personal business that can only be handled during a scheduled work day.

The Panel determines that each fire fighter should be entitled to one personal day per year. Because much of 1981 has already

elapsed and to prevent a "crowding-up" of personal days at the end of 1981, we specify that for the remainder of 1981 a maximum of 25.5 personal days for the whole unit of 51 people may be utilized. This is equivalent to one-half ($\frac{1}{2}$) day per person.

Award

Each fire fighter shall be entitled to one (1) personal day per year with permission of the Fire Chief or his designee to conduct personal or family business. Personal days are not to be cumulative; however, unused personal days will be added to the employee's sick time accumulation. For the remainder of the 1981 contract year from the date of this award, a maximum of 25.5 days may be granted for the entire bargaining unit. This is equivalent to one-half ($\frac{1}{2}$) day per person.

5. Bereavement Leave

Currently there are no provisions for bereavement leave in the Fire Fighters' collective agreement.

The Association wants bereavement leave of up to 3 consecutive days for death in the employee's immediate family or in the immediate family of his spouse. The Association argues that all other City employees have bereavement leave and have had this benefit for a number of years. Presently if a fire fighter needs bereavement leave he must use sick time.

The City is somewhat opposed to bereavement leave. It states that a fire fighter can use sick leave or accumulated compensatory time for such purposes. The definition of immediate family is too broad as proposed by the Association. During negotiations the parties couldn't agree upon which days the employee would be entitled to take off if the death or funeral occurred during his regularly scheduled days off.

Discussion

The collective agreements for Ithaca's Police, D.P.W., and Administrative Units all provide for 3 days bereavement leave. Bereavement leave is common in fire fighter contracts in New York State. The Panel believes that fire fighters should be entitled to have 3 days bereavement leave in those instances in which there is a death in their family.

Award

Where there is a death in his immediate family or in the immediate family of his spouse, an employee may be allowed a leave of absence with pay up to a maximum of three (3) days at the time of the death or funeral and upon approval of the Chief or his designee.

The immediate family is defined as the spouse, parent, child, brother or sister of the employee; or, the parent, child, brother or sister of the spouse. It may also apply to any other relatives living in the same household.

Employees shall request such leave as soon as is practicable upon the occurrence of the death.

The City may grant additional leave under this provision, if, in the City's discretion, such leave is warranted.

6. Salary and Salary Steps

The 1980 salary schedule for fire fighters has a minimum or starting rate of \$12,103 plus 16 steps (top is \$16,615). However, the employees do not automatically advance one step (or receive an increment) each year. The movement on steps is bargained between the parties for each contract year.

The Association advocates a 20% increase in salaries above the 1980 rates. Thus the minimum and maximum rates for 1981 would be as follows:

| | |
|---------------------------|----------------------|
| Fire Fighter | \$14,523 to \$19,938 |
| Fire Alarm Superintendent | 15,721 to 21,582 |
| Fire Lieutenant | 20,336 to 23,362 |

Also each person not at maximum salary beginning January 1, 1981 shall receive two increments (each of 2 percent) or a total of 4%. On January 1, 1981 those persons who are at Step 15 of the schedule shall receive one increment only in the amount of 2%.

In support of its salary proposal the Association offered various data and arguments. Ithaca fire fighter salaries have fallen behind the increase in the Consumer Price Index. Using Step 5 on the salary schedule as a measurement point, the Association presented a chart showing that over the period 1971 through 1980 the Ithaca fire

fighters have suffered an aggregate loss of purchasing power of \$16,474.

Fire fighters are classified as skilled labor. For the Ithaca area certain skilled trades are paid as follows for 1980 (data converted from hourly rates to annual figures):

| | |
|------------------------------|----------|
| Local 241 Wiremen | \$31,574 |
| Local 60 Ironworkers | 30,880 |
| Local 112 Sheetmetal Workers | 29,640 |

The Association also submitted data comparing Ithaca fire fighter salaries with those of other small cities in New York State. Generally Ithaca salaries are behind these cities.

For its part the City stated at the Hearing that it offered, during mediation in January 1981, a 9% salary increase with no movement on the step schedule (i.e. no increments).

City Exhibit #4, dated July 22, 1980, shows the dollar value of benefits plus salary for fire fighters with 2, 5, and 10 years of service. City Exhibit #5 shows that police and fire fighters in Schenectady will receive pay raises of 6% in 1981 and 9% in 1982 (presumably plus increments where due). City Exhibit #3 contains a summary (among other items) of the salaries and percentage increases negotiated and arbitrated, of all fire fighter contracts in New York State in 1980 (PERB Research Unit). The salary schedules increased approximately 7% over 1979.

Discussion

Let us first compare the salaries paid in Ithaca with the average salaries of other small cities located within about 150 miles of Ithaca. The top step in most cities is reached in 3-5 years. The Ithaca schedule contains 16 steps. To make a fair comparison we must ascertain what the actual salaries of Ithaca fire fighters are for 3-5 years of service. City Exhibit #9 shows 1 person hired in 1977 making \$13,630 and 2 persons hired in 1975 making \$14,181. None were hired in 1976. The average of these two salaries is \$13,909. The data below is taken from Association Exhibit #9.

1980 Salaries

| | <u>Base</u> | <u>Top Step</u> |
|--------------|---------------|-------------------------|
| Cortland | \$12,661 | \$14,019 |
| Elmira | 12,598 | 14,845 |
| Batavia | 13,614 | 16,081 |
| Auburn | 13,025 | 15,834 |
| Johnson City | 12,737 | 13,237 |
| Oswego | 11,200 | 14,445 |
| Lockport | 12,058 | 15,886 |
| Jamestown | 12,702 | 14,393 |
| Kingston | 12,791 | 14,791 |
| Gloversville | 8,840 | 12,792 |
| Amsterdam | <u>10,766</u> | <u>12,883</u> |
| Average | \$12,090 | \$14,473 |
| Ithaca | \$12,103 | \$13,909 (3-5 years) |

For the year 1980 the PERB Survey (City #3) gives the average top step salary for 68 agreements in New York State (unweighted) as \$15,847.

From the above data it can be seen that Ithaca fire fighters with 3-5 years of service are paid less than the average of eleven cities and less than the average of 68 communities in New York State.

During 1981 the Consumer Price Index (all urban consumers, all city average) has averaged 9.6 to 11.7% above comparable months one year ago in 1980.

The City of Ithaca has collective agreements with several other bargaining groups. For 1981 the P.B.A. contract provides for a pay increase of 9.5% with certain other adjustments. The contracts with the other bargaining units specify increases of 9.0% for 1981. Additional merit increases may be granted in certain cases.

The City's ability to pay a reasonable and fair increase is adequate as stated earlier.

In consideration of all relevant factors bearing upon salaries - comparability, ability to pay, interests of the public, cost of living, nature of the fire fighter's job, and past practice between the parties - this Panel makes a salary award as shown below.

It should be noted that in Item 1 of the Award pertaining to the payment of an increment for those below top step, City Exhibit 9

shows that 19 fire fighters are below top step. This represents 37.25% of the 51 persons in the bargaining unit. Increments are 2.0%. Thus the total cost of paying an increment to 37.25% of the people is .745% of salary cost.

Award

1. Raise the salary of each fire fighter 9.5% above his 1980 pay. Additionally those employees who are not at top step under the 1980 schedule shall receive one increment on the new 1981 schedule shown below. For example, a person at step 2 at \$12,592 in 1980 shall move to step 3 (\$14,064) on the 1981 schedule.

2. Any employee at top step under the 1980 schedule (Fire Fighter - \$16,615, Fire Alarm Superintendent \$17,985, and Lieutenant \$19,468) shall receive a total salary increase of 9.5%.

3. This salary award is made retroactive to January 1, 1981.

4. The 1981 salary schedule is shown below.

SALARY SCHEDULE FOR 1981
January 1 - December 31, 1981

| <u>STEP</u> | <u>FIREFIGHTER</u> | <u>FIRE ALARM SUPT.</u> | <u>LIEUTENANT</u> |
|-------------|--------------------|-------------------------|-------------------|
| Minimum | \$13,253 | \$14,340 | \$ |
| 1 | 13,518 | 14,632 | |
| 2 | 13,788 | 14,925 | |
| 3 | 14,064 | 15,224 | |
| 4 | 14,346 | 15,528 | |
| 5 | 14,632 | 15,839 | |
| 6 | 14,925 | 16,156 | |
| 7 | 15,224 | 16,479 | |
| 8 | 15,528 | 16,806 | |
| 9 | 15,839 | 17,144 | 18,557 |
| 10 | 16,156 | 17,487 | 18,928 |
| 11 | 16,479 | 17,836 | 19,307 |
| 12 | 16,808 | 18,193 | 19,694 |
| 13 | 17,144 | 18,557 | 20,088 |
| 14 | 17,487 | 18,928 | 20,490 |
| 15 | 17,836 | 19,307 | 20,899 |
| 16 | 18,193 | 19,694 | 21,317 |

7. Term of Award

This award covers the period January 1 through December 31, 1981.

Dale S. Beach

Dale S. Beach, Chairman
and Public Panel Member
Concurring

STATE OF NEW YORK)
COUNTY OF *Albany*) ss.:

On this *19th* day of *October*, 19 *81*, before me

personally came and appeared Dale S. Beach 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.

COLLEEN ANN WAGNER
Notary Public, State of New York
Qualified in Albany County
My Commission Expires March 30, 1982
Colleen Ann Wagner
463.2387

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

STATE OF NEW YORK)
COUNTY OF *Albany*) ss.:

On this *19th* day of *October*, 19 *81*, before me

personally came and appeared Dominick A. Timpano 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.

COLLEEN ANN WAGNER
Notary Public, State of New York
Qualified in Albany County
My Commission Expires March 30, 1982
Colleen Ann Wagner
412.2387

Richard F. Heller

Richard F. Heller
Employee Panel Member
Dissenting

STATE OF NEW YORK)
COUNTY OF *Ontario*) ss.:

On this *14th* day of *October*, 19*51*, before me personally came and appeared Richard F. Heller 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.

JULIA W. FORSHAY
Notary Public in the State of New York
Ontario County, No. 4714003
My Commission Expires March 30, 19*52*

Julia W. Forshay

48 East Main Street
Clifton Springs, New York 14432

October 14, 1981

Mr. Dale S. Beach
Chairman, Arbitration Panel
22 Caroline Street
Latham, New York 12110

Mr. Richard Timpano
N.Y.S. Professional Fire Fighters
Association
111 Washington Avenue
Albany, New York 12210

Re: City of Ithaca and Ithaca Paid Fire Fighters Association
Local 737, CASE IA81; M80-578

Gentlemen:

The arbitration panel met in Executive Session at the Ithaca City Hall on August 4, 1981.

The copies of the award were received from Chairman Beach on October 3, 1981, and I am writing my dissent of this award on the date indicated.

I agree that from the evidence presented to the panel the fiscal condition of the City of Ithaca is sound and that it is able to pay a reasonable and fair salary increase for the year 1981.

However, the issues before the panel were six (6) in number. For five of the six issues (college credits, clothing allowance, sick leave, personal leave, and bereavement leave), the position of the Union was that the Firefighters were in a sense entitled to these benefits under the concept of parity. Their definition and argument was that these were items that were contained in the four other recently negotiated contracts with City of Ithaca employees. The panel agreed with the logic of this argument, and the awards of the panel on these points speak for themselves. Then, when the issue was salary, the Firefighters argument was no longer for parity, but an attempt to obtain more dollars through arbitration than the other employee organizations did through the collective bargaining process.

As the panel member representing the City of Ithaca, I must dissent on the issue of salary for the following specific reasons:

1. If, as already explained, the Firefighters argument for five of the six issues before the panel was essentially one of parity, and the panel accepted this argument, then it was the responsibility of the panel to only grant salary increases that essentially granted the Firefighters parity with what the other employee organizations of the City of Ithaca had gained through the collective bargaining process.
2. Much of the information used by the majority members of the panel, and the resultant conclusions drawn from that information in arriving at the salary award were not, in my opinion, consistently applied. I offer but one example--the

comparison of salaries paid to Ithaca Firefighters with those of eleven other cities in the State. I offer these points:

- a) Are the Fire Departments within these cities comparable in size?
 - b) Were there volunteer organizations within the Fire Departments of the eleven other cities?
 - c) Was the information submitted to the panel about these eleven other cities ever authenticated?
3. I, personally, have a good deal of difficulty in being part of any arbitration award that results in any employee unit receiving a higher wage settlement than other employee organizations who have gone through the collective bargaining process and mutually arrived at honest and fair wage settlement increases. This was the case in the City of Ithaca.

In addition to the above, the criteria and rationale expressed in the majority fails, in my opinion, to meet the statutory criteria. In the Matter of the Application of the Buffalo Police Benevolent Association, v. City of Buffalo, slip opinion No. 545/1981, (copy attached hereto),

On September 16, 1980, the PBA petitioned for an order vacating the arbitration award pursuant to Section 7511 of the CPLR. It alleges that the award failed to specify the basis for the majority's finding as required by clause (v) of paragraph (c) of subdivision four of section 209 of the Civil Service Law, and that the award lacked a rational basis. The City cross-moved on September 18, 1980 for an order confirming the award...

By order entered October 3, 1980, the Supreme Court, Erie County, granted the PBA's motion and denied the City's motion, ordering that the award be vacated and the matter remanded to the arbitration panel for reconsideration and restatement of its determination. In its decision the court held that, although the award had a rational basis, it must be vacated for the failure of the arbitration panel to specify the basis for its findings (Civil Service Law, Section 209, subd 4, par (c), cl (v))...

The first question on appeal is whether the arbitration panel, in arriving at its determination, set forth the basis for its findings with the requisite specificity.

A public arbitration panel, convened according to subdivision four of section 209 of the Civil Service Law, shall specify the basis for its findings in making a determination of the matters in dispute (Civil Service Law, Section 209, subd 4, par (c), cl (v)). The panel must specifically exhibit that it took into consideration, in addition to other relevant factors, a comparison of the wages, hours and conditions of employment of the employees involved in the arbitration with other employees, the public welfare and ability of the public employer to pay, a comparison of peculiarities in regard to other employment, and the terms of past collective agreements (City of Yonkers v. Mutual Aid Assn. of Paid Fire Dept. of City of Yonkers, Local 628,

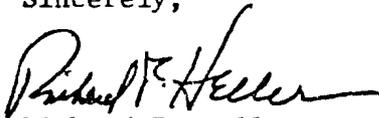
Int. Assn. of Fire Fighters, AFL-Cio, 80 Ad2d 597; Civil Service Law, Section 209, subd 4, par (c), cl (v)). The specificity requirement is intended to tighten the procedures in compulsory arbitration, to facilitate meaningful judicial review of arbitration determinations and to insure that an arbitrator's work was rational and not arbitrary or capricious (NY Legis Ann, 1977, p 129).

The arbitration panel was not sufficiently explicit in its determination of the base salary...this comparison did not extend to take into consideration conditions of employment among the police forces and made to comparison with any general public employees...

Accordingly, the order should be modified to remand the matter to the arbitration panel so that it may specify the basis for its findings. id. at 4 - 7.

Therefore, the failure of the majority to substantiate the rationale for a difference in wages in favor of the firefighters in comparison to the other city bargaining units prompts this dissent.

Sincerely,



Richard F. Heller

RFH/jf
Enc.

