



## BACKGROUND

Pursuant to Section 209.4 of the New York State Civil Service Law (NYSCSL), the New York State Public Employment Relations Board designated the Public Arbitration Panel to make determinations of the outstanding issues resulting from negotiations between the parties for an agreement to succeed the two-year agreement which had expired on December 31, 1980. Martin F. Scheinman, Esq., was designated as the Public Member, Duncan MacRae was designated as the Employee Member and Terrence O'Neil, Esq., was designated to serve as the Employer Member.

Hearings in this matter were held at Seely Place School on April 19, 1982, at Greenburgh Town Hall, on May 18, July 7, November 5, 1982 and April 11, 1983. A hearing was held at Mr. Grae's offices on November 30, 1982 and at the Greenville Fire House on May 5, 1983. At those hearings, both sides were afforded full opportunity to introduce evidence and argument in support of their respective positions. Post-hearing briefs were also filed in June of 1983.

At the conclusion of these hearings, and upon receipt of the memoranda, the Panel met in executive session. This Opinion and Award was drafted by the Chairman, Martin F. Scheinman, Esq. He is solely responsible for the language selected.

### The Open Issues

The following issues were presented to the Panel for "a Just and Reasonable Determination" pursuant to Section 209.4. The issues are:

1. Duration
2. Salary
3. Sick Leave Policy
4. Accruals - 207a Men
5. Dental
6. Vacation Days for Top Firefighters

7. Vacation Days - Eligibility for  
Maximum Time
8. Personal Days
9. Bereavement Days
10. Eligibility for Top Pay
11. Holiday Option
12. Kelly Day Option
13. Vacation Day Option
14. Overtime - Monthly Payment
15. Overtime - Time Off Option
16. Union Days
17. Health and Safety Committee
18. Education Benefits
19. EMT Differential
20. First Aid Differential
21. Longevity
22. Guaranteed Rotating Shift
23. Mutuels
24. Eligibility for Overtime
25. Notice of Disciplinary Charges
26. Agency Fee
27. Retirees Health
28. Definition of Tour and Shift
29. Working Schedules
30. Minimum Call Back
31. Vacation Eligibility for New Hires
32. Disciplinary Hearings.

Several other issues were withdrawn during the pendency of this matter. In addition, in several areas, both the District and Union made demands to change the same existing language e.g. union time.

#### Statutory Criteria

In making our "just and reasonable" determination we are mindful of the relevant criteria specified in Section 209.4. We have considered these criteria in great detail in reaching our conclusions below. Specific references to some of the criteria appears in the DISCUSSION AND FINDINGS section.

The panel is required to consider:

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 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.

#### DISCUSSION AND FINDINGS

##### Comparability

The statute requires the Panel to compare the conditions of employment of the members of the Union with similarly situated employees, in terms of skills and services provided, in comparable communities. The District argued that prior arbitration awards and the past practice of the parties have defined Hartsdale and Fairview Fire Districts as the districts most comparable to Greenville. The District insists that these are the only other relevant jurisdictions.

The Union, on the other hand, has sought to expand the geographic region for the Panel to compare with Greenville. For example, it has introduced documents indicating the terms and conditions of firefighters in the County. In the Union's view, it should make no difference whether the employing entity is known as a county, city, town, village, or fire district. The Union also asserted that the proximity of Greenville to these other jurisdictions makes their conditions of employment relevant in determining conditions of employment for Greenville firefighters.

We have analyzed both parties' arguments in terms of the appropriate communities for comparison in great detail. Scores of docu-

ments, charts, maps and graphs have been viewed and reviewed. Based upon our independent study, we are persuaded that, at this time, the relevant universe for comparison of terms and conditions is the fire districts of Hartsdale and Fairview.

Several factors have led us to reach this conclusion. First, these districts have much in common in terms of geographic size, population served, the nature of the geographical area and assessed valuation. Second, the evidence is overwhelming that for the past ten years Hartsdale, Fairview and Greenville have looked to each other as comparisons for determining wages, salaries and other terms and conditions of employment. Even a cursory review indicates a historical relationship dating back to at least 1972.

Third, these two fire districts are both closely situated geographically to each other. Hartsdale is located on the northern border of Greenville. Fairview, in turn, is located on the northern border of Hartsdale. Surely, their geography also contributes to the view that these three communities are the proper comparisons.

In sum, we must conclude, based upon an independent review of the data provided, that Hartsdale and Fairview constitute the relevant universe. The Union's attempt to expand that horizon must be rejected.

#### Ability to Pay

The Union insisted that the district has the financial ability to pay the cost of the demands it presented to the Panel. Edward Fennell, a Municipal Finance Consultant, testified that he reviewed the annual report of the district for the years 1979 to 1981, the budget for the district for the years 1979 to 1982, the Report to the Comptroller on Municipal Affairs for the years 1973 to 1979 together

with the overall real property tax rates in Westchester County.

According to Fennell's report, the District had a surplus of \$131,854.99 as of December 31, 1979 which rose to \$163,386.26 as of December 31, 1980. As of December 31, 1981, such surplus has risen to \$226,450.60. Fennell stated that \$136,450.36 remained after \$90,000 was used to fund the 1982 budget. Fennell stated that the unappropriated surplus of \$136,450.60, and the appropriated increase was more than adequate to meet the contractual demands of the firefighters.

The District has painted a less rosy picture concerning its economic health. It maintains that it is unable to pay the firefighters the increases requested.

The District calculated the cost of the Union demands in its Exhibit Number 5. It concluded that the total cost for two years of the Union's demands was \$1,240,683.

The District insisted that to award all these demands would result in an increase in the fire tax rate of \$7.59 per thousand for 1981 and a further \$10.21 for 1982. This would more than double the \$17.03 tax rate in effect in 1980.

Thus, the City maintains that it would be irresponsible and violative of the statutory criteria for this Panel to award to the firefighters the salary and benefits requested. Instead, it insists that a more modest salary increase is appropriate.

The District also maintains that its initial proposal for a 10% increase for 1981 should be disregarded. The District argues that that proposal was premised on a three-year package of 10%, 7% and 6%. Since the Union rejected this offer, and the Panel has the authority to grant an award covering two years, only, the District insists that

the 10% offer must be disregarded as it was only intended to be an incentive for a three year contract.\*

We have analyzed with great detail all the information provided us concerning the District's financial situation. We have paid particular attention to the expert testimony of Edward Fennell, the Union's financial expert and to Mr. F. Oppenheimer, the District's financial expert.

While we are persuaded that the District's financial situation is not as bright as the Union might contend, we do believe that there is ample room to finance a reasonable increase for firefighters. Stated simply, the evidence is overwhelming that the District is able to finance a reasonable increase for firefighters for 1981 and 1982 without any undue hardship upon the citizens that it serves.

In any case, it must be noted, that the District saw its way clear to give Fire Captains a 10%, 7% and 6% raise for 1981, 1982 and 1983. In addition, a "Me too," clause is also contained in the Fire Captains' agreement.

#### Dangers of the Job

The District sought to establish that the firefighter's job in Greenville was somehow less dangerous than firefighters in other localities. It argues that less than 3% of a firefighter's time is spent in the actual fighting of fires. The vast majority of a fire-

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\*Under separate cover, I have today also awarded a contract covering the 1983 calendar year. In September 1983, Duncan MacRae, authorized representative of the Greenville Uniformed Firefighters Association, Inc. and Terrence O'Neil, authorized representative of the Greenville Fire District, agreed that I be designated and appointed as impartial interest arbitrator to set and determine wages and other terms and conditions of employment for the calendar year 1983.

fighter's time is spent on stand-by, inspections, maintenance and training. District documents indicated that a firefighter works an average of 147.5 tours per year, and is "inactive" an average 66% of the time. Finally, the District documents indicated that the total time spent at alarms by individual firefighters was 2.66% of duty time in 1981 and only 2.2% in 1982.

The Panel must reject any argument that firefighters in Greenville have a less dangerous job than firefighters generally. We simply do not believe that potential hazards of injury and or death are less in Greenville than, for example, in Fairview or Hartsdale. As such, our award is premised on the understanding and acceptance of the true nature of the firefighter job.

#### The Issues

1. Duration - Given the date of this final award by the Panel, it is illogical and counterproductive for the Panel to issue an award covering only the period of January 1981 to December 1981. Instead, consistent with the maximum authority granted under the statute, we are persuaded that a two-year award is appropriate.

2. Salary - The Union requested that each officer receive a 20% increase for each of the two calendar years. Considerations of comparisons with the relevant districts, the District's ability to pay and the historic relationship of firefighters salaries to other comparable Districts, convince us that the Union's demand is unreasonable. Instead, we believe that the basic salary structure should be consistent with that of firefighters in Fairview and Hartsdale.

Officers are now receiving \$19,600 per year. We believe that they are entitled to receive, by the end of calendar year 1982 - which

of course has already passed - a salary approximately the same as those firefighters in Hartsdale and Fairview. Firefighters in Fairview at the end of 1982 earned \$23,365. Firefighters in Hartsdale earned \$23,145. Given these figures, and considering the other statutory criteria, we believe that a salary of \$23,200 is appropriate for the close of calendar year 1982. Therefore, salaries shall be as follows:

Effective January 1, 1981:

5th Grade (1st year)	\$16,750.00
4th Grade (2nd year)	\$17,750.00
3rd Grade (3rd year)	\$18,750.00
2nd Grade (4th year)	\$19,745.00
1st Grade (5th year)	\$20,776.00

Effective July 1, 1981:

5th Grade (1st year)	\$17,085.00
4th Grade (2nd year)	\$18,105.00
3rd Grade (3rd year)	\$19,125.00
2nd Grade (4th year)	\$20,140.00
1st Grade (5th year)	\$21,191.00

Effective January 1, 1982:

5th Grade (1st year)	\$18,280.00
4th Grade (2nd year)	\$19,375.00
3rd Grade (3rd year)	\$20,465.00
2nd Grade (4th year)	\$21,550.00
1st Grade (5th year)	\$22,672.00

Effective July 1, 1982:

5th Grade (1st year)	\$18,700.00
4th Grade (2nd year)	\$19,820.00
3rd Grade (3rd year)	\$20,935.00
2nd Grade (4th year)	\$22,045.00
1st Grade (5th year)	\$23,200.00

These increases represent a rate increase over the 1981 salary of approximately 18%.

3. Sick Leave Policy - The Union requested that a clear sick leave policy be written into the Agreement. At this time, no actual sick leave policy is set forth in the Agreement.

Chief Park stated that sick leave is unlimited unless there is evidence that an individual has abused the policy and was not genuinely ill. The Union did not dispute Chief Park's policy, however, it seeks articulation of that policy in the new Agreement.

We do not believe that the Union has established a basic need for this demand. There is no evidence that firefighters have been unable to receive sick leave when it is needed. Thus, we reject this demand.

4. Accruals - 207a Men - The Union demanded that the Panel issue an award stating that in an event that a firefighter is absent from work as a result of a line of duty or injury under General Municipal Law 207a he not lose vacation, holiday or kelly days.

We do not agree that there is an appropriate basis for all of these benefits. However, we do agree with the Union that if a firefighter is hospitalized or confined to home for a period of time during the year and his scheduled vacation time fell during that time that the firefighter ought to be able to reschedule that time. This is because normally it would be inappropriate to view the time that one is disabled, as a result of an in the line of duty injury, as vacation. However, if the officer is out an entire calendar year we see no reason for the District to be obligated to hold that vacation time over to the next year. In such a case, there is no compelling reason to reschedule his vacation.

Kelly days are a different matter completely. Kelly days are awarded to a firefighter because of the fact that the scheduled work tours contain more than the number of hours a firefighter is required to work. Obviously, there is no basis for these days in the instance where a firefighter is out on 207a leave. He is not "working" extra hours so there is no rationale for these missed kelly days to be made up.

Of course, our decision regarding accruals should not be viewed to suggest, in any way, that any benefits in terms of holidays, kelly days or vacation that a firefighter is entitled to receive should not be received simply because of the fact that the firefighter was on 207a leave during the previous year at which time vacation time, holiday time and kelly time was selected and scheduled for the ensuing year.

5. Dental - The Union has demanded an increase in the dental plan benefits. Presently, firefighters receive a GHI M-1 Dental Plan. It costs \$16.41 per month for a family membership and \$3.67 for a single individual. This plan has been in effect since 1979.

The Union seeks the GHI Spectrum 2000 which costs \$32.49 per family and \$9.36 per single individual. Obviously, a dental plan for the 1981 and 1982 calendar years is now impossible. While we believe that an increase in dental insurance is warranted, this will have to be addressed in a subsequent award.

6. Vacation Days for Top Firefighters - The Union demanded that top grade firefighters should have 20 working days or nights of vacation. Under the present Agreement, the maximum for vacation is 15 working days after six years of service. Approximately 2/3 of the

22 men or 15 firefighters are at the top vacation level.

The Union argues that Fire captains have 20 days vacation. Additionally, the Union insists that both Hartsdale and Fairview grant vacation days in excess of that which is given in Greenville.

We believe that the Union has made a compelling case that vacation entitlement ought to be increased. Again, however, we are persuaded that such entitlement should be awarded prospectively. It should not be granted retroactively. Thus, any increase will also have to be addressed and an award covering the 1983 calendar year. Thus, this demand is rejected here.

7. Vacation - Eligibility for Maximum Time - The Union seeks a lowering of the minimum amount of time necessary to qualify for top vacation entitlement. It now takes seven years to reach the top vacation entitlement in the district. The Union demanded that this be reduced to three years.

The District asserts that this demand would result in a cost of approximately \$10,200. It insists that there is no rational basis to award this request.

We agree with the District that the Union has failed to establish a compelling case to reduce the length of time it takes a firefighter to reach the maximum level of vacation entitlement. Therefore, this demand is rejected.

8. Personal Days - Presently, there are no personal leave days granted to firefighters. If a firefighter had some important personal business to attend to he is required to work a mutual in order to have the day free. The Union insists that this is unfair especially given the fact that the firefighter must obtain permission from the Chief

for a mutual.

In addition, the Union notes that personal leave days are well known in public sector labor agreements. For example, the Fairview fire district does grant one personal leave day. The Union demands three personal days for each firefighter.

The District asserts that granting this demand would cause scheduling problems. Firefighters now have nine days off out of every twelve days because they only work three day tours every twelve consecutive days. Moreover, the District insists that the current practice of discretionary mutuals provides adequately for personal emergencies. Also, the District argues that this demand would further reduce the average number of tours for each firefighter worked during the year by three and would, therefore, have a potential cost to the District.

We agree with the Union that there is a potential need for a personal day. Therefore, we shall award, prospectively, one personal day for each firefighter. The scheduling of this personal day shall be at the discretion of the Chief whose discretion shall not be exercised in an arbitrary or capricious fashion.

It must be noted, however, that our granting of the personal day is not intended to depart from the historic practice whereby firefighters generally scheduled personal matters on kelly days and mutual days. Nevertheless, the Union has made a compelling case that a personal day provision be set forth in the Agreement.

9. Bereavement Days - The Union seeks language in the Agreement concerning bereavement days. At present, there is no Agreement provision addressing bereavement leave.

We agree with the Union that the time has come for a specific bereavement clause. Therefore, prospectively, bereavement leave shall be granted as follows:

Members of the Unit shall be entitled to five (5) calendar days of bereavement leave in the event of the death of an immediate family member. Such leave shall be defined as an employee's spouse, parent, child or sibling. Bereavement leave for relatives who are not members of the immediate family or additional bereavement leave may be granted at the discretion of the Chief.

10. Eligibility for Top Pay - The Union asks that firefighters reach top pay after three years instead of five years. The Union asserts that three years is sufficient time to enable a firefighter to achieve top status.

The District responds that this item is strictly a cost matter. It notes that while the present costs of this proposal are not great, potentially, this will become an important financial cost when more members of the force would qualify.

We do not believe that there is sufficient evidence in the record to support this proposal. Given the totality of our Award, this proposal must be rejected.

11. Holiday Option - The Union desires to have firefighters have the option to have either pay or compensatory time for all holidays. Presently, some holidays are paid. For others, compensatory time is given.

We see no basis for changing the current arrangement. The potential cost and scheduling problems are many. As is the case in #12 and #13 below, any change is best left to the parties.

Thus, this proposal is rejected.

12. Kelly Day Option - In this proposal and the subsequent proposal, Number 13, for a vacation day option, the Union seeks to change the current situation regarding the number of days that firefighters may be paid or receive compensatory time for. The thrust of the issue is an attempt to change the ratio of pay versus time off days.

We have reviewed this situation in great detail. It seems to us that if any changes are truly necessary in this equation - and we are not certain that the current equation is unfair - it is best left to the parties to change at the bargaining table. It is simply inappropriate for us to alter this historic practice. As such, this demand, as well as the demand regarding the vacation option is rejected.

13. Vacation Day Option - Rejected. See above.

14. Overtime - Monthly Payment - In this demand, which is one of many overtime demands pressed by the Union, the Union seeks the option of monthly payment for overtime instead of deferred payment of overtime. The Union wishes that choice be made by the individual firefighter.

Currently, overtime payment is given to firefighters twice a year. That is, overtime worked is paid but two times a year depending upon when it is earned. In the most severe case, a firefighter may have to wait almost six months to receive payment for time worked.

We believe that this system is unfair. Instead, we believe that a firefighter is entitled to receive his overtime payment on a monthly basis. Therefore, we grant the Union's request for monthly payment but reject its request that the option be with the firefighter. Instead, we order that all overtime be paid on a monthly basis.

15. Overtime - Time Off Option - The Union requests an option of

time off or pay for all overtime. The District insists that such a provision would create an unworkable scheduling problem.

This proposal is rejected. The Union has failed to make a compelling case for this proposal.

Therefore, it is rejected.

16. Union Days - The Union seeks an increase from nine days to fifteen days for association time off to attend conferences, meetings or conventions called by or relating to Union affairs. The Union asserts that Fairview and Hartsdale give more Union time to its fire-fighters.

The District also has a demand regarding Union time. It seeks to reduce from nine tours to five tours the amount of time given to association business. The basic argument presented by the District, as was the case in all of its responses and or arguments regarding requests for additional time off, is that it is not necessary in view of rotating shift schedules, mutuals and other days off.

We believe that the status quo of nine tours is an acceptable number. In the bargaining unit of this size, it appears to us that nine tours of Union time is sufficient. Therefore, both the Union's and the District's demands to change the current language in Article X, paragraph 10.2 is rejected.

17. Health and Safety Committee - The Union seeks a joint labor-management health and safety committee for the purpose of discussing issues of health and safety which arise at the work place. We believe that this committee is a good idea.

The committee shall be a joint committee, of approximately three members appointed by the District and three members appointed by the

Union, who shall meet at a minimum of four times a year for the purpose of discussing issues of health and safety. The purpose of this committee is to encourage full discussion of issues concerning health and safety. It is to meet and attempt to reach consensus as to approaches to encourage a healthy and safe working environment.

It must be understood that this committee is not intended as a substitute for the grievance process nor is it intended, in any way, to set forth obligations upon either the District or the Union. Instead, it is designed for dialogue and discussion concerning an important issue for both labor and management. It appears to us that such a committee can be mutually beneficial and can begin the important process of encouraging dialogue between the parties in the District.

18. Education Benefits - The Union demanded an increase in the educational benefits provision in Article 13.4. Currently, a firefighter must take six credits in order to be paid for three credits of higher education. The maximum payable is \$100 for tuition and \$24 for books. The Union insists that these numbers are out of date, and out of line with costs for tuition and books at local colleges and universities.

Moreover, the Union insists that the Fire Captains have received an increase in their education benefits package. Now, Fire Captains receive \$100 for every three credits and \$25 for books for every three credits.

We agree with the Union that the new education package granted to the Fire Captains ought to also be applied to its members. Therefore, firefighters shall receive \$100 for every three credits taken and a \$25 book allowance for every three credits.

19. EMT Differential - The Union demanded a 5% increase for

firefighters certified as EMT's. The Union insists that these people are valuable to the District and that they ought to be compensated for their efforts, on their personal time, to receive this skill.

We agree with the Union that these efforts are commendable. We also agree that this skill benefits the District. However, we must agree with the District that there is absolutely no basis for concluding that any differential is due any firefighter for this skill.

Therefore, we must reject this demand.

20. First Aid Differential - The Union seeks a 25% differential for individuals completing the first aid course. The District opposes a differential payment.

Consistent with our rationale above regarding an EMT differential, this demand is rejected.

21. Longevity - The Union demanded the sum of \$300 upon a member reaching his fifth anniversary of service, \$600 upon a member reaching his tenth anniversary and \$900 upon a member reaching his fifty years of service in the District. The Union insists that many surrounding communities, including Fairview, do provide a longevity differential.

The District disputes the need for a longevity differential and cites the potentially large financial costs of such a provision.

The Panel is persuaded that a longevity provision is best left to the collective bargaining process. We simply do not believe it appropriate or wise for us to institute such a provision through an arbitration award.

For this reason, we reject the Union's demand for a longevity provision.

22. Guaranteed Rotating Shift - Article III, section 3.3 guarantees firefighters who during December 1972 were regularly assigned to and worked rotating shifts the right to continue to be assigned to rotating shifts. Apparently, subsequent to December 1972, the District has had a policy that all newly hired firefighters as of January 1, 1973 be hired as day-time firefighters. In essence, this gives the District full right to assign firefighters to day shift work at their sole discretion.

The Union seeks a change in this provision so that every firefighter be given the option of rotating shifts. The Union insists that the discretion given to the District could potentially disrupt the lives of firefighters if they were suddenly returned to day shifts.

The District finds such a demand to be unacceptable. It insists that it have control of scheduling and flexibility in assignment. It notes that currently, approximately 50% of the firefighters are now guaranteed rotating shifts and, therefore, are not available for flexible scheduling if necessary.

The District has demanded that rotating shift guarantees for pre-1972 employees be deleted completely. It argues that maximum flexibility in scheduling is necessary in order to protect the citizens it serves.

Again, we believe that the issue of rotating shifts is so basic to the labor relations climate in Greenville, that it would be inappropriate for this Panel to promulgate a change which would either grant the Union's proposal or the District's proposal. Suffice it to say, that this is precisely the kind of complex, involved and fundamental issue that it is best left to the parties at the bargaining

table. While the potential for the difficulty under the present arrangement has been argued by both sides, we simply do not believe that there is such a dire situation so as to warrant us intruding into a fundamental issue between the parties.

As such, we reject both parties' demands regarding a change in the current arrangement regarding guaranteed shifts. It is for them, and not for us, to implement any desired changes.

23. Mutuals - The current practice of the District is to allow firefighters to perform a mutual exchange of services. The Union seeks to have this practice set forth in writing.

Frankly, there is little evidence to suggest that the current practice creates any difficulties for employees. As such, we are persuaded that the Union has not met its burden of establishing a need for this proposal. Therefore, this proposal is rejected.

24. Eligibility for Overtime - In this proposal the Union seeks time and one-half payment for all overtime performed. Presently, firefighters are paid time and one-half only when they are expressly ordered to work by the Chief or there is a five hour holdover. In other overtime situations straight time is paid.

This proposal could potentially be one of great cost. Moreover, it appears to us that the arrangement currently in existence is one of delicate balance that has evolved between the parties over the years. We believe it inappropriate for us to impose our views to rearrange the balance found.

The proposal for time and one-half for all overtime is rejected.

25. Notice of Disciplinary Charges - The Union seeks a requirement that the District provide it, the exclusive bargaining repre-

sentative, with copies of any charges being brought against any firefighter. The Union asks that the Chief be required to have a copy of such charges presented to the Union President or one of the officers within twenty-four hours of being served on the firefighter.

We agree with this proposal. It will help the Union perform its job as the exclusive representative.

Therefore, the District is ordered to provide a copy of any charges against any employee to the Union within twenty-four hours of the event of charges being served.

26. Agency Fee - The Union requests the inclusion of an agency fee provision in the Agreement. It insists that the concept that all employees pay their fair share is fundamental to labor relations in America.

The District disagrees with this proposal arguing that the sole non-member of the Union disagrees with such a provision.

Much has been written, both pro and con, about the advisability of an agency shop provision. Suffice it to say, that the Chairman is persuaded of its advisability in most situations. Despite the vigorous objections by the Employer Member, and the District, and noting the concerns of the non-member employee, the majority of the Panel is persuaded that an agency fee provision is appropriate. All employees should be required to pay their fair share of the services provided by the collective bargaining representative.

Therefore, the Union's proposal for an agency fee provision is granted prospectively.

27. Retirees Health - The Union demands that a retiree's health insurance be covered by the District's health insurance plan. The

evidence at the hearing indicates that the plan does provide such coverage. Therefore, there is no need for this proposal. It is rejected.

28. Definition of Tour and Shift - The District seeks "clarity" as to the proper Definition of Tour and Shift in the Agreement. The evidence on this problem is not compelling. If the parties wish such clarity, they can do so without the involvement of the Panel. This proposal is rejected.

29. Working Schedules - The District desires to delete the following language in Section 3.2: "After the change has been discussed at the meeting of the labor management committee".

Basically, the District argues that schedules sometimes need to be changed immediately and, therefore, it is difficult to meet with the Union beforehand.

This proposal is rejected. We do not believe that the District has made a compelling argument for this change.

30. Minimum Call Back - The District demands a reduction in the guaranteed minimum overtime on a call-back from 5 to 4 hours. It argues that firefighters are not normally required for even 4 hours.

Minimum call backs represent the parties' agreement of what the minimum payment should be for the inconvenience of having a firefighter come to work on an unscheduled day.

The selection of 5 hours, here, is a reflection of the parties' understanding as to what the payment for such inconvenience ought to be. If a change is to be made in that understanding it should be done through the collective bargaining process. The place for such a change is not interest arbitration.

Therefore, the demand is rejected.

31. Vacation Eligibility for New Hires - The District requests that the minimum length of service to be eligible for vacation be increased from six months to one year.

This proposal makes good sense. It is well known in labor agreements. We shall grant this proposal.

32. Disciplinary Hearings - The District demands an addition to Section 14.5 of the expired contract to provide that an employee involved in a disciplinary hearing not be paid for the time at the hearing if he is found guilty. Now, a firefighter would be paid for that time.

We believe that the District has made a compelling case for this change. There is no good reason why a firefighter should be compensated for his time in the event that he is found guilty.

This demand is granted.

AWARD

1. Term - This award is effective January 1, 1981 and shall remain in full force and effect until December 31, 1982.
2. Salary - Effective January 1, 1981, the firefighters' salary shall be:

5th Grade (1st year)	\$16,750.00
4th Grade (2nd year)	\$17,750.00
3rd Grade (3rd year)	\$18,750.00
2nd Grade (4th year)	\$19,745.00
1st Grade (5th year)	\$20,776.00

Effective July 1, 1981, the firefighters' salary shall be:

5th Grade (1st year)	\$17,085.00
4th Grade (2nd year)	\$18,105.00
3rd Grade (3rd year)	\$19,125.00
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3rd Grade (3rd year)	\$20,935.00
2nd Grade (4th year)	\$22,045.00
1st Grade (5th year)	\$23,200.00

3. Sick Leave Policy - This demand is rejected.
4. Accruals - 207a Men - There shall be no accrual of kelly days or holidays.

Should a firefighter be hospitalized or confined to his home for a period of time during a calendar year then his scheduled

AWARD CONTINUED

vacation time shall be rescheduled. However, there shall be no rescheduling of missed vacation time in the event that a firefighter is on 207a status for an entire calendar year.

5. Dental - This demand is rejected.
6. Vacation Days for Top Firefighters - This demand is rejected.
7. Vacation - Eligibility for Maximum Time - This demand is rejected.
8. Personal Days - Each firefighter shall be eligible for one personal leave day per year. The scheduling of this personal leave day shall be at the discretion of the Chief whose discretion shall not be exercised in an arbitrary or capricious fashion.
9. Bereavement Days - The Union's demand for bereavement days is granted. Bereavement leave shall be granted as follows:

Members of the Unit shall be entitled to five (5) calendar days of bereavement leave in the event of the death of an immediate family member. Such leave shall be defined as an employee's spouse, parent, child or sibling. Bereavement leave for relatives who are not members of the immediate family or additional bereavement leave may be granted at the discretion of the Chief.
10. Eligibility for Top Pay - This demand is rejected.
11. Holiday Option - This demand is rejected.
12. Kelly Day Option - This demand is rejected.
13. Vacation Day Option - This demand is rejected.

AWARD CONTINUED

14. Overtime - Monthly Payment - All overtime shall be paid on a monthly basis.
15. Overtime - Time Off Option - This demand is rejected.
16. Union Days - Both the Union's and District's demand to change the number of union days are rejected.
17. Health and Safety Committee - A joint labor-management health and safety committee shall be established pursuant to the guidelines set forth in the Opinion.
18. Education Benefits - The Union's demand to increase the educational benefits provided in Article 13.4 is granted. Firefighters shall receive \$100 for every three credits taken and a \$25 book allowance for every three credits taken.
19. EMT Differential - This demand is rejected.
20. First Aid Differential - This demand is rejected.
21. Longevity - This demand is rejected.
22. Guaranteed Rotating Shift - Both the Union's and District's demand to change Article III, section 3.3 are rejected.
23. Mutuels - This demand is rejected.
24. Eligibility for Overtime - This demand is rejected.
25. Notice of Disciplinary Charges - This demand is granted. The District is ordered to provide a copy of any charges against any firefighter to the Union within twenty-four hours of the event of charges being served.
26. Agency Fee - This demand is granted.
27. Retirees Health - This demand is rejected.

AWARD CONTINUED

- 28. Definition of Tour and Shift - This demand is rejected.
- 29. Working Schedules - This demand is rejected.
- 30. Minimum Call Back - This demand is rejected.
- 31. Vacation Eligibility for New Hires - This demand is granted.  
Eligibility for vacation shall be increased from six months to one year.
- 32. Disciplinary Hearings - The District's demand that a fire-fighter involved in a disciplinary hearing not be paid for time at the hearing if he is found guilty is granted.

Lt. Duncan MacRae 10/18/83  
Lieutenant Duncan MacRae,  
Employee Organization Panel Member

Donald M. Herde  
NOTARY  
DONALD M. HERDE  
Notary Public, State of New York  
No. 60-4778670  
Qualified in Westchester County  
Commission Expires March 30, 1985

T. O'Neil 10/19/83  
Terrence O'Neil, Esq.  
Employer Panel Member

Leila Krim  
NOTARY  
LEILA KRIM  
Notary Public, State of New York  
No. 38-4729622  
Qualified in Nassau County  
Commission Expires March 30, 1984

M. F. Scheinman 10/20/83  
Martin F. Scheinman, Esq.,  
Chairman

Lynore Kappen  
NOTARY  
LYNORE KAPPEN  
Notary Public, State of New York  
No. 41-411000  
Qualified in Queens County  
Commission Expires March 30, 1984

-----X	
In the Matter of the Interest Arbitration	X
between	X
THE GREENVILLE FIRE DISTRICT	X
'District'	X
-and-	X
GREENVILLE UNIFORMED FIREFIGHTERS ASSOCIATION, INC.	X
'Union'	X
-----X	

Re: 1983 Calendar Year

APPEARANCES

For the District

MEIGHAN & NECARSULMAR  
 Garrison R. Corwin, Jr., Esq., of Counsel  
 Terrence O'Neil, Esq., Authorized Representative of the District

For the Union

GRAE & ROSE  
 Arthur Grae, Esq., of Counsel  
 Lieutenant Duncan MacRae, Authorized Representative of the Union

BEFORE: Martin F. Scheinman, Esq., Arbitrator

## BACKGROUND

Pursuant to Section 209.2 of the Public Employees' Fair Employment Act (Taylor Law), Terrence O'Neil, Esq., Authorized Representative of the Greenville Fire District, and Duncan MacRae, Authorized Representative of the Greenville Uniformed Firefighters Association, Inc., designated and appointed me as impartial interest arbitrator to set and determine wages and other terms and conditions of employment for the calendar year 1983. In September 1983, O'Neil and MacRae authorized me to issue a binding interest award for the 1983 calendar year.

The criteria to be used in making a "just and reasonable determination" is set forth in Section 209.4 of the Civil Service Law. It states:

- 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 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.

I served as the Chairman of the Public Arbitration Panel which rendered an Award covering these parties for the period January 1, 1981 through December 31, 1982. In the interest of expedition and

continuity, the parties have asked me to render an award for the subsequent year, calendar year 1983. All the issues submitted to the Public Arbitration Panel have been submitted for consideration for the 1983 year. Those issues are:

1. Duration
2. Salary
3. Sick Leave Policy
4. Accruals - 207a Men
5. Dental
6. Vacation Days for Top Firefighters
7. Vacation Days - Eligibility for Maximum Time
8. Personal Days
9. Bereavement Days - Resolved in Panel's Award
10. Eligibility for Top Pay
11. Holiday Option
12. Kelly Day Option
13. Vacation Day Option
14. Overtime - Monthly Payment - Resolved in Panel's Award
15. Overtime - Time Off Option
16. Union Days
17. Health and Safety Committee - Resolved in Panel's Award
18. Education Benefits - Resolved in Panel's Award
19. EMT Differential
20. First Aid Differential
21. Longevity
22. Guaranteed Rotating Shift
23. Mutuals
24. Eligibility for Overtime
25. Notice of Disciplinary Charges - Resolved in Panel's Award
26. Agency Fee - Resolved in Panel's Award
27. Retirees Health - Resolved in Panel's Award
28. Definition of Tour and Shift
29. Working Schedules
30. Minimum Call Back
31. Vacation Eligibility for New Hires - Resolved in Panel's Award
32. Disciplinary Hearings - Resolved in Panel's Award

The Public Arbitration Panel set forth, in considerable detail in our recently issued Award, the rationale for granting and denying the parties' demands. For this reason, it is unnecessary and would be a considerable waste of the parties' time and money for me to explain each issue in detail. Instead, the parties have agreed that I shall set forth my Award without a detailed Opinion.

In reaching my decision below, I have thoroughly analyzed the evidence and arguments presented in light of the statutory criteria set forth above. In addition, considerations of comparability, the District's ability to pay and the historic relationship between the firefighters in the districts of Fairview and Hartsdale have weighed heavily in the decision I have reached. Again, the Opinion and Award of the Public Arbitration Panel reflects my views regarding the District's ability to pay, the comparability issue and the propriety of the historic relationship between the firefighters in the relevant districts.

#### Opinion

Given the recentness of the two-year Award covering unit members, it appears to me to be inappropriate to make major changes in the terms and conditions of employment for firefighters. It is more advisable that the parties be given the opportunity to determine whether or not some of the changes awarded are successful. That is, only the test of time will accurately measure the wisdom of the changes in the Agreement ordered by the Panel. Stated simply, further tinkering by an arbitrator appears to be ill-advised at this time.

For this reason, I am persuaded that changes are warranted in only three areas. They are Salary, Dental and Vacation Days for Top Firefighters.

#### Salary

As set forth in the Panel's recent decision, salary for firefighters should continue to have a relationship to the salary received by firefighters in the comparable districts of Fairview and Hartsdale. At this time, Fairview has not settled their salary for

firefighters for the 1983 calendar year. In Hartsdale, at the end of the 1983 calendar year, first grade firefighters will be paid \$25,212.00.

I am persuaded by the Union's evidence that it is appropriate that first grade firefighters in the District be paid \$25,000.00 by the end of the 1983 calendar year. While this is somewhat less than the salary received by Hartsdale firefighters, I note that Hartsdale firefighters were paid somewhat less than Greenville firefighters at the close of the 1982 calendar year.\* Stated simply, it appears to me that the \$25,000.00 salary level is appropriate.

Therefore, after weighing the evidence and arguments presented, I must conclude that at the end of the 1983 calendar year that a first grade firefighter be paid \$25,000.00. The salary rates, increased twice in 1983 as the Panel did for 1981 and 1982, shall be as follows:

Effective January 1, 1983:

5th Grade (1st year)	\$19,635.00
4th Grade (2nd year)	\$20,811.00
3rd Grade (3rd year)	\$21,982.00
2nd Grade (4th year)	\$23,147.00
1st Grade (5th year)	\$24,283.00

Effective July 1, 1983:

5th Grade (1st year)	\$20,225.00
4th Grade (2nd year)	\$21,435.00
3rd Grade (3rd year)	\$22,650.00
2nd Grade (4th year)	\$23,850.00
1st Grade (5th year)	\$25,000.00

This Award, coupled with the Awards of 1981 and 1982, represent a percent rate increase over the 1980 salary rates of approximately

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\*Under the Panel's Award, Greenville firefighters are paid \$23,200.00 at the end of the 1982 calendar year. In contrast, Hartsdale firefighters were paid \$23,145.00.

27.5 percent.

#### Dental

Currently, firefighters receive the GHI M-1 Dental Plan. It costs \$16.45 per month for a family membership and \$3.67 for a single individual. This plan has been in effect since 1979.

The Union seeks the GHI Spectrum 2000 which costs \$32.49 per family and \$9.36 per single individual. This is an annual cost for the family membership of \$390.00. For an individual, the annual cost is \$112.00.

I agree with the Union that an increase in the contribution for a dental plan is warranted. However, I believe that the amount requested is excessive. Instead, it seems to me that a composite plan for approximately \$22.00 a month can be purchased which will adequately provide the firefighters and their families with dental coverage.

Therefore, I shall award \$275.00, annually, per participant, as the contribution for a dental plan to be implemented as soon as possible.

#### Vacation Days for Top Firefighters

The Union demanded that top grade firefighters should have 20 working days or nights of vacation. Under the current Agreement, the maximum for vacation is 15 working days after six years of service.

The Union argued that Fire Captains have 20 vacation days. It also stressed that Hartsdale and Fairview grant vacation days in excess of that which is given in Greenville. As the Panel noted in their recent Award, the Union has made a compelling case that vacation entitlement ought to be increased. I believe that the amount of vacation granted to top firefighters is insufficient.

Therefore, effective for the 1983 calendar year, the maximum vacation benefits to be received shall be increased from 15 working

days to 18 working days after fifteen years of service. I do not agree, as the Panel did not agree, to lower the number of years it takes to be eligible for maximum vacation benefits.

AWARD

1. This Award is effective January 1, 1983 and shall remain in full force and effect until December 31, 1983.
2. Effective January 1, 1983, the firefighter's salary shall be:

5th Grade (1st year)	\$19,635.00
4th Grade (2nd year)	\$20,811.00
3rd Grade (3rd year)	\$21,982.00
2nd Grade (4th year)	\$23,147.00
1st Grade (5th year)	\$24,283.00

Effective July 1, 1983, the firefighter's salary shall be:

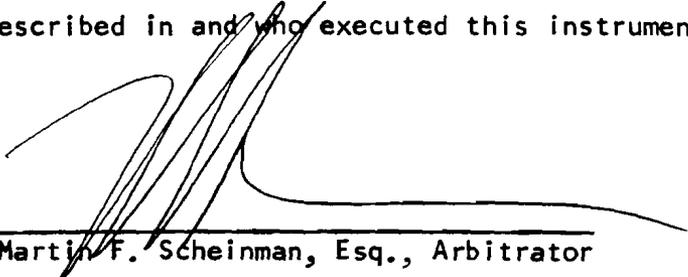
5th Grade (1st year)	\$20,225.00
4th Grade (2nd year)	\$21,435.00
3rd Grade (3rd year)	\$22,650.00
4th Grade (2nd year)	\$23,850.00
5th Grade (1st year)	\$25,000.00

3. Dental - The District shall contribute \$275.00, annually, per participant, to a dental plan which shall be implemented as soon as possible.
4. Article VI, section 6.2 shall be amended to indicate that there shall be 18 working days of vacation after fifteen years of service.
5. All other demands submitted by the Union and the District are rejected.

STATE OF NEW YORK)  
  )SS.:  
COUNTY OF QUEENS )

I, Martin F. Scheinman do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my Award.

October 18, 1983.

  
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Martin F. Scheinman, Esq., Arbitrator