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In the Matter of an Interest Arbitration between  
Village of Medina, New York

- and -

Medina Police Benevolent Association

Case Number: NYSPERB IA85-14, M85-97

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CONCILIATION  
Opinion  
and  
Award

FOR THE VILLAGE

Norman J. Stocker, Consultant  
R. Jack Punch, Negotiating Team Member  
M. Tom Miller, Village Board Member  
Loyal P. Morse, Village Trustee  
Joseph P. A. Romanowski, Village Coordinator

FOR THE UNION

Bernard E. Stack, Attorney  
Dennis L. McEwen, Officer  
John McHugh, Officer

ARBITRATORS

Joseph Randazzo, Esq., Employer Appointed Arbitrator  
Jacob Palillo, Union Appointed Arbitrator  
Donald P. Goodman, Public Member Arbitrator and Chairman

On September 18, 1985 the New York State Public Employment Relations Board determined that an impasse existed between the above named parties and designated the individuals named herein as arbitrators to resolve the impasse. An oral hearing was held in Niagara Falls, New York on January 7, 1986 at which time the parties were given ample opportunity to introduce evidence, present testimony and to summon witnesses and engage in their examination and cross-examination. The oral hearing was concluded on January 7, 1986 and the record closed. Thereafter the Panel met in executive session and issued this award and opinion.

## THE ISSUES

### I. SELECTION OF ARBITRATORS

#### Union

The Union proposes that the Arbitrator be chosen from lists provided by PERB. It argues that since PERB is the agency which provides interest arbitrators it should also be used for rights arbitration. It states that a single agency be used instead of different agencies for different matters.

#### Village

The Village states that the present procedure has sufficed for a number of years and has proven to be satisfactory. It sees no need to change the method of selection.

#### Conclusions

The Union provided no testimony or evidence which enumerated problems with the current language. The Panel awards no change in the current language regarding Arbitrator selection.

### II. FINALITY OF ARBITRATION AWARDS

#### Union

The Union avers that the present language does not specifically state that awards of arbitrators are final and binding and that the collective agreement should include such a provision.

### Village

The Village states that the current language has met the needs of the parties and sees no need to amend the current language.

### Conclusions

The current language does seem open ended. It does provide for the arbitration of grievances but does not state that the award of the arbitrator has any finality. Testimony indicated that the parties have historically treated the award as final. The Panel believes that what has traditionally been, be incorporated into the labor agreement. This would serve to prevent any problem in this regard from arising in the future. The Panel awards that the following language be added to Step 2 (d) of the Grievance Procedure "the decision of the Arbitrator shall be final and binding."

### III. Discipline

#### Union

The Union wishes that discipline of policemen be placed within the grievance procedure instead of Sections 75, 76 and 77 of the Civil Service Law. It further states that prior to the current agreement such was the case but for

reasons not now known the procedure was changed during contract negotiations to remove such language and revert to Sections 75-77. It states that currently the firefighters contract provides that discipline, including discharge, is subject to the grievance procedure.

#### Village

The Village states that the current language has proven satisfactory to the parties and provides for adequate protection for the employee.

#### Conclusions

Sections 75-77 of the Civil Service Law do provide for due process for the individual. There is one serious drawback. The Village brings charges and then the Village names a formal hearing officer to hear those charges. This hearing officer has no decisional authority but rather singly makes recommendations which the Village is free to adopt or reject. It makes sense to have charges heard by a totally impartial party chosen, not unilaterally by the Village, but rather jointly by the Village and the Union. The Panel awards the Union proposal be adopted.

#### IV. RELEASE TIME FOR UNION DUTIES

##### Union

The Union argues that there presently is no contract language providing for release time for Union officials to conduct union business. It argues that a number of contract items need to be updated. Prior to exercising release time an individual would secure permission from his superior. Equity would lead to the adoption of this language as a large number of police contracts contain such provisions.

##### Village

The Village states that the Union proposal is open ended in that the language is too broad and unrestricted. It sees no need to provide time off from work for union affairs. It states that the proposal of the Union should be rejected.

##### Conclusions

The Panel sees the possibility of never-ending conflicts with the proposed language in that the union official merely has to notify his superior. The number of individuals in the bargaining unit is so small it does not seem to warrant released time. The Panel awards the Union proposal be rejected.

## V. HEALTH INSURANCE FOR RETIREES

### Union

There is no language which currently provides for health insurance for retirees. Coverage can be continued if the employee pays the full cost. In 25 of 34 departments surveyed, some coverage is provided for retirees. In 17 of the 25, retirees enjoy 100% coverage. Some 9 even provide for coverage of dependents after the death of the retiree. Too, some departments provide for earlier retirement than does Medina. The retirement plan at Medina provides for retirement after 25 years service at the earliest. Clearly, Medina lags other municipalities in providing health insurance for retirees.

### Village

The proposal carries high costs. A police officer could live many years after retirement and in fact spend more years in retirement than in working for the Village. Medical costs are continually rising. The taxpayers should not be saddled for costs in years to come over which they have no control. Too, the Union did not make such a proposal originally but added it at a much later step in the process.

## Conclusions

It is true that medical insurance costs have continually risen over the past years. It is also true that some contracts do cover medical costs for retirees. It is not unusual for police officers to retire in their 40's thus perhaps living 30 to 40 years after retirement. Too, many retirees find other employment. Certainly, retirees should be permitted to remain in the Village group plan. The question is who should bear the costs. The Panel awards that retirees be permitted to remain in the group plan at their own expense and that unused sick leave in excess of 90 accumulated days may be converted to health insurance upon retirement. Such unused sick leave may be accumulated up to any amount for this purpose and that the dollar value of the unused sick leave so converted shall be at the rate of 1/260th of the annual rate of pay excluding overtime at the time of retirement. Employees, at their option, are permitted to bank payments for non-use of sick time as indicated in Section 17 of the current agreement.

## VI. AGENCY FEE

### Union

This is a no cost item to the Village and should be adopted.

### Village

The Union did not make its proposal until well after negotiations had begun. It is not difficult for the Union

to contact employees regarding membership and the proposal should be rejected.

#### Conclusions

The Panel is well aware of the arguments for and against the agency fee and has heard those arguments adnauseam. Presently, all unit members are also union members. The matter is moot at this time. We award rejection of the Union proposal.

#### VII. DUES DEDUCTION

##### Union

The Village has for many years deducted union dues. The practice should be included in the contract.

##### Village

The size of the force is such that dues could easily be collected from employees. It sees no reason to clutter the contract.

#### Conclusions

The costs of dues deduction is very minor. The practice has existed. The Panel sees no reason why the practice should not be formalized in the written agreement. We award the contract provide for dues deduction.

## VIII. HOLIDAYS

### Union

The present 11 holidays should be increased by the addition of Martin Luther King, Jr. Day. Of 31 departments surveyed the average number of holidays exceeds 11. It is a national holiday.

### Village

The Village is facing rising costs. The number of holidays granted is not out of line when compared with some comparable municipalities such as Gowanda, Mount Morris and Newark. The addition of this holiday would cost the Village \$1,401.00 at the present rate of pay.

### Conclusion

Even though some comparable municipalities provide for 11 holidays, the average number of holidays approaches 12 when a larger number are compared. There is a trend to eliminate Washington's Birthday and Lincoln's Birthday as holidays and to substitute President's Day. The costs are recognized associated with granting an additional holiday. The Panel is also aware that some, perhaps many, are opposed

on philosophical grounds of celebrating the birthday of Martin Luther King, Jr. Yet, it is a Federal holiday.

Taking all of this into consideration, the Panel awards that Washington's Birthday and Lincoln's Birthday be combined and celebrated as President's Day and that Martin Luther King, Jr.'s Birthday be added.

#### IX. WAGE RATES

##### Union

The Union requests a 10% increase in each year of a two-year agreement. The Union states a 6.2% increase was granted to DPW employees for 1985-86 and effective June 1, 1985, the Police Chief received a 7.55% increase while the Assistant Police Chief received a 7.17% increase. The Fire Chief received 8% and the DPW Chief received 12.7%. The average increase in 1984 for other police and fire employees in other localities was 6.99%. Data indicates the average for 1985 is 6.8%. Comparing negotiated/arbitrated increases across the State with the CPI reveals real wages have increased. Comparing wage rates in Medina with other localities reveals

Medina rates are woefully low. Sizeable increase is necessary to bring Medina rates in line with the rest of the State. When the Medina rates are compared with others and when taking into account other contract provisions, Medina is even further behind. Many have adopted 20 year retirement plans, more holidays, greater longevity payments, etc. Even the increase granted Medina of 6% in 1984 was below the State average. Clearly a sizeable increase is called for. It should be noted that the Village certainly has the ability to pay. The proposed increase of 10% in each of two years is not out of line.

#### Village

It is the Village's understanding that the Union reduced its demand to 7% per year. Be that as it may, the Village has offered 3.5% in each of two years. The Village compared rates at other comparable municipalities such as Leroy, Newark, Albion, Dansville and Mount Morris. At the present time, the rates in Medina are higher than any of the others at the starting level for police officers. At the top level, Medina ranked very closely to the average. In those other places the 1985-86 increase was 5.5% except for 6% in Albion. The request of the Union of 10% is clearly out of line. The CPI for the 12 months following the last increase in Medina rose only 3.7%. The Village offer of 3.5% is appropriate.

### Conclusions

The Panel is well aware of the changes in the CPI and certainly that is one factor which must be considered just as must be the ability to pay an increase. Comparisons with other departments must be made. We, too, have looked at rates paid by other municipalities as well as rates of pay and increases granted to other Medina employees. After reviewing the positions of the parties and available data, the Panel awards wage increases as follows:

<u>Effective Date</u>	<u>Increase</u>
June 1, 1985	4%
January 1, 1986	2%
June 1, 1986	4%
December 1, 1986	3%

### X. AMBULANCE SERVICE

#### Union

For several years the contract provided that members of the bargaining unit be provided for free ambulance service by the Medina Municipal Ambulance. The Village terminated the contract it had with the Medina Municipal Ambulance. The Union makes the simple proposal that the contract merely reflect the change of name from Medina Municipal Ambulance to the current party providing ambulance service. Currently if the Medina Municipal Ambulance is not available, the

Village pays that part of the costs of a substitute service not paid for by a third party. The proposal merely reflects the changes.

#### Village

In the past the Village provided its own ambulance service. The costs of that became prohibited and the Village arranged for service by LaSalle Ambulance Company. Since the Village no longer provided its own service, taxpayers are upset at the current language in that taxpayers must individually pay for service whereas police officers do not. Since the Village no longer operates "Medina Municipal Ambulance", Section 27 of the contract should be deleted.

#### Conclusions

As a contract right, police officers have enjoyed free ambulance service. It should be noted that the fringe benefits, when viewed as a total, at Medina are not lavish and lag other places in many aspects. Obviously since Medina Municipal Ambulance does not exist, some changes must be made to Section 27. The Panel awards that the current Section 27 be deleted.

~~As a member of the Medina Police Department, the  
employee and parents and any other persons supported  
by the Village, the employee is living with the~~

XI. FINAL AVERAGE SALARY

Union

The Union requests that the provisions of Section 502 (9) d of the Retirement and Social Security Law be made available. This benefit is not available unless the Village agrees. The eligible employees deserve this benefit.

Village

The benefit would apply to only three officers and would cost \$7,519.00. Of comparable municipalities only Dansville and Mount Morris have adopted it.

Conclusions

The cost of the benefit is high for the number of employees involved. It is not a widely enacted benefit. Mount Morris has made the benefit available. The salary range in Mount Morris is the lowest among those surveyed. The Panel awards the Union proposal be rejected.

XII. LONGEVITY

Union

Each of the longevity steps should be increased by \$50.00. The steps in Medina are not the norm either in eligibility or amount thus placing employees at Medina at a disadvantage. Certainly the Village has the ability to pay these increases.

Village

This proposal would cost \$1850.00 in the first year. A comparison with Medina, Leroy, Gowanda, Newark, Lyons, Albion and Dansville reveals that the current payments are not out of line. Mount Morris has no longevity payments. The proposal should be rejected.

Conclusions

After due deliberation and review of longevity payments elsewhere, the Panel awards the Union proposal be rejected.

XIII. HOURS

Union

Although employees currently work a 40 hour, eight day, 5-day week, such is not in the contract. This provision is normal in police contracts. The proposal simply contractually provides what is.

Village

Public employees are covered by the Fair Labor Standards Act. Work schedules should be a management prerogative to properly utilize the work force.

Conclusions

The Panel awards that the contract read, "The standard work week shall consist of 40 hours. The standard work day shall consist of eight hours."

XIV. SALARY SCHEDULE

Union

The Union proposes that the salary schedule be changed to reflect that an officer reach the top step in the schedule after 3 years of service and commencing with his 4th year. The increases in each year should be equalized. On average, in other departments, the top step is reached after 3 years.

Village

The Village sees this as just another way to increase salaries. The schedule presently is equitable.

Conclusions

The Panel awards that the current language be retained.

XV. TRAINING

The Panel awards that the present language be retained.

XVI. PREMIUM PAY

The Panel awards that the present language be retained.

XVII. VACATION

Village

The Village proposes that the contract provide that vacation can not be taken until earned.

Union

The Union objects to any change in this Section.

Conclusions

Vacation is generally considered to be an earned benefit. It is highly conceivable that an individual could take vacation before it is earned and then never in fact earn what has already been taken due to death, resignation, retirement or termination. The Panel awards that the current language remain.

XVIII. MEDICAL COVERAGE

Village

Presently the Village pays the full cost of the premiums for health insurance. The Village proposes that it pay the

full cost of coverage in effect on the date of execution of the agreement and that increases in costs after that date be borne by the employee. The Village further proposes that the present prescription rider of \$1.00 co-pay be changed to \$3.00 co-pay. The Village further proposes that a no duplication of benefits clause be included. In furtherance of its position the Village states that since it first agreed to bear the full costs of medical insurance the costs have doubled and that Blue Cross/Blue Shield has filed asking for increases in its basic plans, major medical and prescription riders of as much as 35% in some categories. It states that insurance increases are generally effective in January while the Village fiscal year begins on June 1. It is difficult to budget for such increases and in fact the present budget does not provide for increases in these costs. Increasing the prescription co-pay from \$1.00 to \$3.00 would serve two purposes. First, increases in premiums for \$1.00 co-pay have escalated tremendously whereas the increases have been more moderate for \$3.00. Too, employees appreciate and realize benefits more when they share the costs. In regard to duplication of benefits the Village simply believes that if employees are eligible for coverage elsewhere, they would not be eligible at Medina.

Union

The Union protests this erosion of benefits. The vast majority of municipalities not only provide medical insurance at no cost to the employee but also cover retirees. Medina is trailing in retiree coverage and now seeks to trail in other health insurance as well. The seeking of reducing coverage in this area may be in response to the Union's proposal for health insurance for retirees.

Conclusions

We will first address the matter of dual coverage. On the surface it would appear that the Village proposal is straight forward and should be adopted. A Catch-22 situation could develop when a husband and wife are employed by different employers each of whom would have such a clause in contracts. Which contract would be controlling? Too, a person might be eligible for coverage elsewhere but such coverage might not be as comprehensive as the coverage at Medina. In respect to prescription co-pay, the Panel is aware that increases for \$1.00 co-pay have exceeded those for \$3.00 co-pay. Yet \$1.00 co-pay is the most common rider provided by municipalities. The matter of basic plan coverage is another matter. Increases in premiums have occurred virtually each and every year. It is difficult to budget exact amounts for possible future

increases especially when increases effective dates do not coincide with the Village budget year but it is possible to budget for anticipated increases and it is prudent to do so. The Panel is aware that some contracts provide for the sharing of insurance expense. This includes State of New York employees. The \$50.00 deductible for Major Medical should also be considered. Many agreements provide for larger deductibles. The State has a large deductible. Raising the deductible would result in decreased major medical costs thus freeing funds for increased basic plan costs.

Studies have indicated that when employees bear part of the costs there is a tendency to utilize services more realistically. That is part of the theory behind co-pay and deductibles.

The Panel awards that the Village continue the \$1.00 prescription co-pay. The Panel further awards that if an employee is eligible for basic plan coverage and riders elsewhere, the employee will not be covered by the Village provided the coverage elsewhere is reasonably comparable to the benefits provided by the Village. The Panel awards that the Village continue to bear the full costs of coverage for the life of the agreement. Effective January 1, 1987 the deductible for major medical will be increased to \$100.00.

XIX. LENGTH OF THE AGREEMENT

The Panel awards that this shall be a two year agreement.

XX. RETROACTIVITY

The Panel awards that salary matters be retroactive to June 1, 1985.

XXI. LEGAL COUNSEL

Village

The agreement now provides that the employer provide legal counsel, mutually acceptable to the employer and employee, when an employee is a defendant in an action for false arrest or abuse of power arising out of the performance of the employee's duties. The Village desires that this section be deleted. It states that it should have the right to select legal counsel and will defend actions brought against the Village.

Union

The Union states this benefit is of great importance especially today when suits are increasingly being brought against police officers. Officers should not have to bear the costs of defending themselves when acting in the performance of their duties. There should be no change in this section.

Conclusions

The Panel awards that the present language be retained.

XXII. OTHER ISSUES

The Panel awards that issues raised by either party and not addressed herein be rejected.

General

The Panel makes the awards contained herein after due consideration of all the factors contained in Section 209.4 of the New York State Civil Service Law.

STATE OF New York

COUNTY OF Niagara

We do hereby affirm upon our oaths as Arbitrators that we are the individuals described in and who executed this instrument, which is our award.

Dated April 25, 1986

Jacob A. Palillo  
Jacob A. Palillo  
Union Appointed Arbitrator

Joseph Randazzo  
Joseph Randazzo  
Employer Appointed Arbitrator

Donald P. Goodman  
Donald P. Goodman  
Public Member Arbitrator and Chairman

DISSENT

Jacob A. Palillo

Dissent Report Attached  
To this Award  
J.P.

INTEREST ARBITRATION  
VILLAGE OF MEDINA  
and  
MEDINA POLICE BENEVOLENT ASSOCIATION

NYS P.E.R.B. M85-97 IA-14

SUBJECT: DISSENTING REPORT

I am not only submitting this dissenting opinion of this bossism award of the Public Member (Donald Goodman) but I further recommend that it be set aside and a new Public Member be assigned, so that a fair decision can be accomplished and determined, where all Panel Members have an equal share of input, in settling a dispute according to Law.

The Public Member wrote this decision on his own and all references to the issues where he states, "The Panel awards", are false and a misrepresentation of the facts.

His actions as the Public Member in this dispute is a clear case of presumptive arrogance in assuming that the other Panel Members were not qualified to make an intelligent decision in this matter.

The Public Member created a Panel Agency where he acted as the agent of the Panel and imposed his will on the other Panel Members by determining an award and disallowed their input.

His attitude of flaunting his arrogant philosophical views was further compounded when he forced a final best offer of his own, without the consent of the other Panel Members.

I am enclosing as Exhibit "A" the cover letter dated April 2, 1986 sent by Mr. Goodman, in which he states in the first paragraph, enclosed is the award.

The emphasis must be placed on this because the employer and employee members of the Panel took no part in writing any part of this award.

It should be also noted that the Panel met in the executive session only once and the employer and employee members were presented with a draft award submitted by the Public Member.

One would have to assume that Mr. Goodman had already predetermined the award prior to meeting with the other Panel Members.

In the draft award Mr. Goodman added two additional pages entitled "Other Matters", that was not at issue in this dispute.

Mr. Goodman stated that "Other Matters" would be added to the award only if we so choose. This was the only choice "Lord Goodman" allowed us to make.

I am enclosing "Other Matters" as Exhibit "B" so that there is no doubt that this type of conduct by the Public Member in submitting "Other Matters" will show his biased and unethical attitude and point of view.

In reading "Other Matters", that is obvious that Mr. Goodman researched in great detail, it leaves little doubt that his views were slanted, for the subject matter contains views that are in direct conflict with the best interest of the people I represent.

This issue alone is reason enough to set aside this biased award and his replacement as a Public Member, but when you read his opinion and determination on holidays, he seals his doom to act as a responsible and impartial Member of the Panel.

I refer you to page nine (9) of his award.

The opinions he gave on holidays could be construed as bigoted and racist and it is an insult to me on his part to assume that I would be a part of this Archie Bunker view.

This again is another instance of his presumptive arrogance to align the other Panel Members with his tainted philosophical views.

The award on holidays is confusing as to the number of holidays.

Did he change Washington and Lincoln's birthdays to two President days? Did he combine them into just one and if so, what day is it celebrated? Does Martin Luther King, Jr.'s birthday represent the twelfth holiday or does it replace the eleventh?

Mr. Goodman's altering of the method of observance of the holidays, without the consent of the other Panel Members when it was not an issue, is still another instance of arrogantly imposing his will.

I am also submitting as Exhibit "C" the statutory provisions applicable to compulsory interest arbitration to show that (IV) and (V) of the rules were not allowed or afforded the benefit of, to the employer and employee members of the Panel.

In summary of this shameful demonstration of Mr. Goodman's action of issuing a biased award, of an individual being so overcome by his own brilliance, his disregard for the input of the other members of the Panel, his failure to afford them their rights under the statutory provisions, his unethical conduct of submitting the "Other Matters" document that expresses management's point of view when it was not an issue, and his shameful opinion of holidays that borders on bigotry, I am recommending that the necessary action be taken to set aside this miscarriage of justice award authored by Mr. Goodman's forced slanted and tainted point of view.

I further recommend that Mr. Goodman's qualification to act as a Public Member in interest arbitration be reviewed by P.E.R.B., because he acted like he would in his full time employment of College Professor, where his students are forced to take it or leave it teachings.

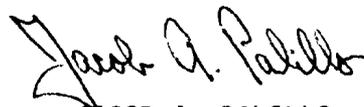
College Professor's must remember that an Arbitration Panel is made up of equal parts with equal input and participation, their position under the Law as chairman of the Panel does not give them the right of dictatorship.

Mr. Goodman's conduct in this arbitration was one of the teacher telling the students what to do.

If Mr. Goodman's attitude is an example of things to come, then I think public employees better look at Legislation that gives them the right to strike.

When one looks at the cost of arbitration, with arbitrator fees in excess of \$300.00 per day plus travel expense, attorney fees and the preparation of facts expenses, it would amount to more than the penalty expense of a strike.

I have been a firm believer of interest arbitration and its purpose of settling a dispute in a fair manner, but when Public Member Arbitrators decide an interest arbitration the same way they decide a grievance arbitration, when they alone decide the decision, then the Interest Arbitration Law needs serious review.



JACOB A. PALILLO  
EMPLOYEE MEMBER

DONALD P. GOODMAN

3089 MACKLEM AVE. - NIAGARA FALLS, NEW YORK  
716-266-7172

April 2, 1986

Mr. Joseph Randazzo, Esq.  
Suite 210  
Firstmark Building  
135 Delaware Avenue  
Buffalo, New York 14202

Mr. Jacob Palillo  
1720 Caravelle Drive  
Niagara Falls, New York 14304

Re: Village of Medina and  
PBA NYSPERB M85-97, IA85-14

Gentlemen:

Enclosed is the award in the impasse between the Village of Medina and the PBA.

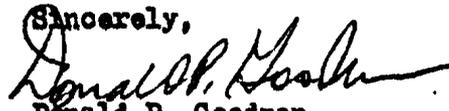
Mr. Palillo is requested to sign one copy and forward it to Mr. Randazzo. Mr. Palillo is requested to sign another copy and forward it to me.

Mr. Randazzo is requested to sign one copy and forward it to Mr. Palillo. Mr. Randazzo is requested to sign one copy and forward it to me.

After Mr. Palillo receives the copy from Mr. Randazzo he is requested to also sign that copy and forward it to me.

After Mr. Randazzo receives the copy from Mr. Palillo he is requested to sign that copy and forward it to me.

Of course, either of you may write a dissenting opinion. Should you do so you should so annotate on the copies you sign and should forward your sign dissent to me.

Sincerely,  
  
Donald P. Goodman  
Arbitrator  
Public Member and  
Chairman

Encl.

11 B 16

OTHER MATTERS

Medina is unusual in respect to having a paid unit. Unusual in that few municipalities of the size of Medina have such a force. As the spirit of the economy proceeds in the light of reductions in state aid and faced with reductions in all forms of federal revenue sharing, there will be spirited competition for funds available to the Village. There may very well be a time when possibly the Village may not be able to financially support public safety departments as presently constituted. Difficult choices may lie ahead.

Although we are not directing the parties to do so, the Panel strongly recommends two areas should be explored.

First, a number of communities have consolidated fire and police units into a public safety unit. Data available to the Panel indicates this consolidation has taken place in approximately 125 communities with it being studied by about 1,000 others. Gladstone, Missouri and Kalamazoo, Michigan have adopted the consolidation as have Oak Park, Michigan and Sunnyvale, California among others. Sunnyvale has had a combined department since 1950, Oak Park since 1954. On the other hand Durham, North Carolina, after a 10-year trial, returned to separate departments. Presently the International

Association of Fire Chiefs is studying the merger of units. In addition the International City Management Association has published "Management Information Service Report: Combining Police and Fire Functions" Volume 8, Number 7 (July 1976). The American Insurance Association published "Combining of Fire and Police Departments" in its Special Interest Bulletin No. (1975). An article which should be of interest is contained in pages 43-54 of "The Arbitration Journal" for December 1985, Vol. 40, No. 4, published by the American Arbitration Association.

Secondly, a number of municipalities have paid drivers but the remainder of the fire department consists of volunteers.



STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD  
30 WOLF ROAD  
ALBANY, NEW YORK 12208

BOARD MEMBERS  
Harold Newman

CHAIRMAN  
Canon David Randles  
Walter Elsenberg

STATUTORY PROVISIONS APPLICABLE TO COMPULSORY INTEREST  
ARBITRATION PURSUANT TO CIVIL SERVICE LAW, SECTION 209.4  
(As amended July 1, 1977)

"(iii) the public arbitration panel shall hold hearings on all matters related to the dispute. The parties may be heard, either in person, by counsel, or by other representatives, as they may respectively designate. The parties may present, either orally or in writing, or both, statements of fact, supporting witnesses and other evidence, and argument of their respective positions, with respect to each case. The panel shall have authority to require the production of such additional evidence, either oral or written as it may desire from the parties and shall provide at the request of either party that a full and complete record be kept of any such hearings, the cost of such record to be shared equally by the parties;

(iv) all matters presented to the public arbitration panel for its determination shall be decided by a majority vote of the members of the panel. The panel, prior to a vote on any issue in dispute before it, shall, upon the joint request of its two members representing the public employer and the employee organization respectively, refer the issues back to the parties for further negotiations;

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.

b. the interests and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

(vii) the determination of the public arbitration panel shall be subject to review by a court of competent jurisdiction in the manner prescribed by law.

7/1/77