

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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CONCILIATION

DETERMINATION

AND

AWARD

In the Matter of the Interest Arbitration
 Between
 BRIGHTON PROFESSIONAL FIREFIGHTERS ASSOCIATION
 and
 BRIGHTON FIRE DISTRICT
 PERB Case No. IA85-30; M85-353
 21-86-M10F (A-19)

Appearances

Before

Fred L. Denson, Public Panel Member and Chairman
 Daniel J. Cavuoto, Employee Organization Panel Member
 Peter J. Spinelli, Employer Panel Member

For Brighton Fire District

Carl R. Krause, Attorney

For Brighton Professional Firefighters Association

Bentley B. Bisbee, Attorney

BACKGROUND

The Brighton Professional Firefighters Association (hereafter referred to as "Union") is the bargaining representative for approximately twenty (20) firefighters. Its preceding agreement with the Brighton Fire District (hereafter referred to as "District") was for a three year period which expired on December 31, 1985. Negotiations for a new agreement resulted in the declaration of an impasse. Subsequent mediation efforts did not bring about a new agreement. A petition for compulsory arbitration was filed on

January 13, 1986 and the response to the petition was filed on January 28, 1986. Pursuant to the petition, the undersigned panel was designated on February 14, 1986.

A hearing was held on April 24, 1986 in Rochester, New York. Full opportunity was afforded each party to present evidence and arguments in support of its position. No witnesses were called to testify. Briefs were submitted at the hearing. The panel was reconvened on May 14, 1986 in executive session to consider the matters at issue.

TERMS AND CONDITIONS OF EMPLOYMENT AGREED UPON

Paragraph 3 (i) of the Union's petition lists the terms and conditions of employment which were agreed to by the parties prior to submitting the matter to arbitration. The District's response to the Union's petition acknowledges that agreement has been reached on these items. Paragraph 3 (i) of the Union's petition is set forth below:

- "(3)i Terms and Conditions of Employment Agreed Upon:
The Terms and Conditions Agreed Upon were as follows:
- A. Change the dates-the term of the new agreement has not been settled.
 - B. The Grievance Procedure was altered to allow a 'Class Grievance'.
 - C. The Grievance Procedure was altered to raise the number of potential Arbitrators from seven (7) to nine (9).
 - D. It was agreed that the failure of either side to respond to a particular stage in a Grievance moved it automatically to the next step.
 - E. Overtime pay was settled.
 - F. Out of Title Work was settled.
 - G. One (1) of the two (2) 'zipper clauses' in

the contract was removed as needless duplication.

- H. The residency issue was resolved.
- I. No Agreement was made in advance by and between the Parties to bargain 'informally' and that any Agreement reached would be a complete agreement."

ISSUES

The following issues have not been resolved and have been considered by the panel:

- a. Union release time
- b. Salary
- c. Health insurance
- d. Vacations
- e. Retirement plan
- f. Special leave
- g. Group life insurance

APPLICABLE STATUTORY AND CONTRACTUAL PROVISIONS

The pertinent statutory provisions are set forth in Section 209.4 of the Taylor Law. Relevant contract provisions are contained in the expired agreement (Joint Ex. No. 1) between the parties. In arriving at its determination, the panel has, in accordance with Section 209.4 (c)(v), taken into consideration, in addition to 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."

Section 209.4(c)(v) also requires the panel to specify the basis for its findings. While the parties have agreed to waive this requirement, the panel has nonetheless specified the general basis for its findings in the paragraphs which follow.

The wages, hours and conditions of employment of bargaining unit members have been compared to those of public employees in several other municipalities including those specifically mentioned in the briefs. Since the work of firefighters is almost exclusively unique to the public sector, comparison to private sector employment is of little value.

The District has sufficient financial resources available to it. It has therefore acknowledged that its ability to pay is not at issue. Moreover, the determinations herein have no adverse effect upon the interests and welfare of the public but instead are believed to be consistent therewith. In its deliberation, the panel has remained aware of the inherent hazards associated with the work of firefighters and the special physical, mental and educational qualifications required for such work together with the specialized

training and skills which are also required by such employment.

The negotiating history for the new agreement has had substantial significance in the present determinations in that the parties have agreed to most of the determinations contained herein. The terms of the expired agreement are also of significant relevance.

Specific reference has been made to these and other criteria such as the Consumer Price Index during the deliberations by the panel.

POSITIONS OF THE PARTIES

The panel finds it unnecessary to set forth the positions of the parties since they are adequately expressed in their briefs.

The undersigned arbitrators, having been duly designated pursuant to the provisions of Section 209.4 of the Taylor Law, hereby make the following determinations and

A W A R D

- I
- a. Union release time.
No change.
- b. Salary
(1) The wage increase for employees hired prior to January 1, 1986 shall be six (6) percent for 1986 (retroactive to January 1) and six (6) percent for 1987 as per the attached Wage Scale under the 1986 and 1987 columns. The 1988 column is not a part of this award.
(2) New employees (i.e. employees hired after January 1, 1986) shall be paid in accordance with the attached Wage Scale for new employees under the 1986 and 1987 columns. The 1988 column is not a part of this award.
- c. Health insurance.
Effective July 1, 1986, or as soon thereafter as the changes can be made with Blue Cross/Blue Shield, the following changes shall be made:
(1) the prescription drug \$2 co-pay drug rider shall be eliminated; and
(2) the cost of health insurance premiums shall be divided between the District and eligible employees, with the District contributing 80% of the cost and the eligible employees contributing 20% of the cost.
- d. Vacations
No change.
- e. Retirement plan
No change.
- f. Special leave
No change.

g. Group life insurance

No change.

II

Term

The term of the award shall be two years commencing on January 1, 1986.

III

Other items

All other provisions of the preceding labor agreement, not resolved by tentative agreement or by this award, shall continue in full force and effect for the duration of the award.

BRIGHTON FIRE DISTRICT

WAGE SCALE

<u>Years of Service</u>	<u>1986</u>	<u>1987</u>	<u>1988</u>
Starting	\$22,436	\$23,782	\$25,209
1 Year	23,151	24,540	26,012
2 Years	23,867	25,299	26,817
3 Years	24,577	26,052	27,615
4 Years	24,637	26,112	27,675
5 Years	24,697	26,172	27,735
6 Years	24,757	26,232	27,795
7 Years	24,817	26,292	27,855
8 Years	24,877	26,352	27,915
9 Years	24,937	26,412	27,975
10 Years	24,987	26,462	28,025
11 Years	25,037	26,512	28,075
12 Years	25,087	26,562	28,125
13 Years	25,137	26,612	28,175
14 Years	25,187	26,662	28,225
15 Years	25,237	26,712	28,275
16 Years	25,287	26,762	28,325
17 Years	25,337	26,812	28,375
18 Years	25,387	26,862	28,425
19 Years	25,437	26,912	28,475
20 Years	25,487	26,962	28,525
21 Years	25,537	27,012	28,575
22 Years	25,587	27,062	28,625
23 Years	25,637	27,112	28,675
24 Years	25,687	27,162	28,725
25 Years	25,737	27,212	28,775

The above figures do not include Holiday Pay.

Any employee hired on or after January 1, 1986 will receive 75% of Starting pay for his first year of service; 80% of Starting pay for his second year; 85% of Starting pay for his third year; 90% of Starting pay for his fourth year; 95% of Starting pay for his fifth year; and 100% of Starting pay for his sixth year. Thereafter, he shall follow the above wage schedule: seventh year equals one year of service on the schedule; eighth year equals two years of service, etc. See attached wage scale.

BRIGHTON FIRE DISTRICT

WAGE SCALE

For Employees Hired After January 1, 1986

<u>Years of Service</u>	<u>1986</u>	<u>1987</u>	<u>1988</u>
Starting	\$16,827	\$17,837	\$18,907
1 Year	17,949	19,026	20,167
2 Years	19,071	20,215	21,428
3 Years	20,192	21,404	22,688
4 Years	21,314	22,593	23,949
5 Years	22,436	23,782	25,209
6 Years	23,151	24,540	26,012
7 Years	23,867	25,299	26,817
8 Years	24,577	26,052	27,615
9 Years	24,637	26,112	27,675
10 Years	24,697	26,172	27,735
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27 Years	25,587	27,062	28,625
28 Years	25,637	27,112	28,675
29 Years	25,687	27,162	28,725
30 Years	25,737	27,212	28,775

The above figures do not include Holiday Pay.

I concur with all of the determinations set forth in the foregoing AWARD.

Fred L. Denson

FRED L. DENSON, Chairman and Public Panel Member

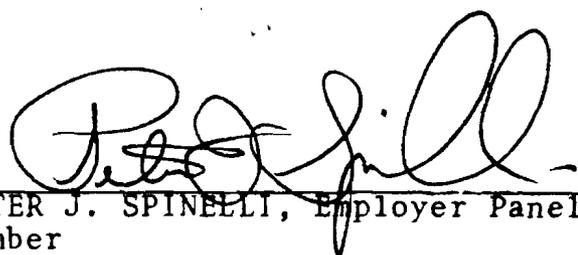
STATE OF NEW YORK:
COUNTY OF MONROE : ss.:

On this 8th day of August, 1986, before me personally came and appeared FRED L. DENSON, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Linda DeJohn

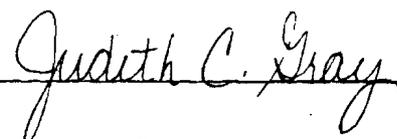
LINDA DeJOHN
NOTARY PUBLIC, State of N.Y., Monroe County
#4772862
My Commission Expires 4 30, 1988

I concur with all of the determinations set forth in the foregoing AWARD.


PETER J. SPINELLI, Employer Panel Member

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

On this 29th day of July, 1986, before me personally came and appeared PETER J. SPINELLI, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.


JUDITH C. GRAY
Notary Public in the State of New York
Monroe County, New York
Commission Expires March 30, 1988
April

I dissent with regard to the salary determination specified in paragraph Ib. (2) of the foregoing AWARD.

I concur with all of the other determinations set forth in the foregoing AWARD.

Daniel J. Cavuoto
DANIEL J. CAVUOTO, Employee Organization
Panel Member

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

On this 4 day of August, 1986, before me personally came and appeared DANIEL J. CAVUOTO, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Lois R. Kohlmeier

LOIS R. KOHLMEIER
Notary Public in the State of New York
MONROE COUNTY
Commission Expires March 30, 1987