

NYC PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
CASE NUMBER IA86-28; 1786-403

In The Matter Of The Interest Arbitration Between
THE CITY OF NEW ROCHELLE

-and-

UNIFORMED FIREFIGHTERS ASSOCIATION, INC.,
LOCAL 273, I.A.F.F.

As a result of a continuing dispute in negotiations between The City of New Rochelle (hereinafter referred to as "City") and Local 273 of the Uniformed Firefighters Association, Inc. (hereinafter referred to as "Association" or "Local 273"), the New York State Public Employment Relations Board, under the provisions of Civil Service Law, Section 209.4, on February 18, 1987, appointed the following as a Public Panel to make a just and reasonable determination of the dispute.

The members of the Panel are:

Public Panel Member and Chairman, Jonas Aarons, Esq.,
176 Mayhew Drive, South Orange, New Jersey 07079.

Employer Panel Member, Bertrand Pogrebin, Esq., 210 Old
Country Road, Mineola, New York 11501.

Employee Organization Panel Member, Robert Gollnick,
President, New York State Professional Firefighters Association,
Inc., 111 Washington Avenue, Albany, New York 12210.

The City of New Rochelle was represented by Rains and Pogrebin, PC, with Vincent Toomey, Esq., appearing on behalf of the City.

The Uniformed Firefighters Association, Inc., Local 273, I.A.F.F., was represented by Lombardi, Reinhard, Walsh and Harrison, PC, with Richard P. Walsh, Jr., Esq., appearing and Thomas Jordan, Esq., On the Brief.

Hearings were held in New Rochelle, New York, on April 13, 1987, April 20, 1987, and April 21, 1987, with all parties having an opportunity to introduce whatever evidence they chose, to conduct direct and cross examination of all witnesses, and received all rights usually granted to parties in matters of this type.

The parties submitted posthearing memoranda, all of which were considered by the Panel prior to reaching its determination in this matter.

The Panel members met in executive session on June 10, 1987 in New York, New York, to discuss the evidence and arguments submitted by the parties in this matter prior to reaching their determination.

BACKGROUND

During the course of negotiations between the parties, a number of the initial proposals submitted by each were either resolved or withdrawn, so that the Panel had before it a relatively limited number of demands or proposals submitted from the parties upon which it had to reach determinations.

The Panel sees no reason to set forth at length the specifics of each of the proposals or demands of the parties; it will set forth such in generalized form.

Local 273 demands:

1. Holiday pay.
2. Pay for unused sick leave.
3. Dental insurance improvement.
4. Longevity improvement.
5. Hospitalization benefits improvement.
6. Disciplinary procedure changes.
7. Officer differential improvement.
8. Salary improvement.

The City proposals were as follows:

1. Changes in Article 5 of the present contract relating to Work Week and Tours of Duty.
2. Changes in present contract's Article 6-2, relating to vacations.
3. Changes in present contract's Article 6-4, relating to personal leave.
4. Changes in present contract's Article 6-5, relating to sick leave.
5. Changes in present contract's Article 7-1, relating to health insurance.
6. Changes in present contract's Article 10-2-a and b, relating to uniform allowance.
7. New provision of the contract relating to health insurance coverage and other benefits.

In reaching its determinations hereinafter set forth, the Panel was guided by the evidence and arguments submitted by the parties, and primarily by the provisions of Section 209.4 of the Civil Service Law governing criteria to be applied in compulsory interest arbitration. The relevant provisions of such statute are as follows:

"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 interest 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."

The disputed Issues will be discussed and awarded on in as summarized a form as possible inasmuch as the Panel believes there is no practical purpose to be served by an extended discussion of the Issues in dispute. Suffice it to say the Panel has considered all of the evidence and arguments submitted by the parties on the Issues in dispute prior to reaching its determinations hereinafter set forth.

At the outset the Panel would comment the parties were in agreement that the duration of the contract should be two years

and as the prior contract expired December 31, 1986, the Panel hereby awards that the duration of this contract shall be from January 1, 1987 through December 31, 1988.

DISCUSSION AND AWARD ON ISSUES IN DISPUTE

1. Association Proposal on Holiday Pay.

In regard to the Association proposal regarding an improvement in holiday pay benefits, it is the determination after considering the evidence and arguments offered on this Issue as well as the statutory criteria, there was insufficient warrant for any change in this benefit.

2. Association Proposal Regarding Unused Sick Leave.

The Panel considered this Issue at some length and in accord with the statutory criteria and the evidence and arguments, it will be awarded by a majority of the Panel that the present contractual provisions relating to sick leave be amended to provide as follows: "Effective January 1, 1987, members shall accumulate bonus days for unused sick leave. Such bonus days shall be paid to said member upon retirement, or to member's estate or beneficiary, as the case may be, at the rate of pay in effect on the date of retirement according to the following schedule:

<u>Sick Days Use in Year</u>	<u>Days Due Per Member</u>
0	1 (one)
1	2/3 (two-thirds)
2	1/3 (one-third)

The above is the Award of a majority of the Panel on the Issue regarding pay for unused sick leave.

3. Association Proposal Regarding Improvement in the Dental Insurance Benefit.

The Panel has considered this Issue at some length and it is the Award of a majority of the Panel on this Issue that the present provisions of the contract relating to dental insurance benefits shall reflect an increase in the City's payment to the dental fund of \$100.00 per person effective January 1, 1988.

The above is the Award of a majority of the Panel on the Issue relating to dental insurance benefits.

4. Association Proposal Regarding Longevity.

The Panel has considered this Issue also at considerable length, and in accord with the evidence and arguments submitted by the parties and the statutory criteria, the majority of the Panel hereby Awards that Longevity Benefits effective January 1, 1988, be:

After 5 years, \$225.00

After 10 years, \$325.00

After 15 years, \$475.00

The above is the Award of the Panel relating to the Issue of longevity.

5. Association Proposal Regarding Changes in Hospitalization Benefits.

The Panel has considered the evidence and arguments submitted by the parties in regard to such Issue, as well as the statutory criteria, and will not Award any change in such benefit.

The above shall be the Award of the Panel relating to the Issue of hospitalization as proposed by the Association.

6. Association Proposal Regarding Changes in Disciplinary Procedure.

The Panel considered the proposed changes in the disciplinary procedure in accord with the evidence and arguments submitted by the parties as well as the statutory criteria, and will Award no changes in the disciplinary procedure provisions of the contract.

The above shall be the Award of the Panel as relates to the Association proposal regarding changes in disciplinary procedure.

7. Association Proposal Regarding Changes in the Officer Differential.

The Panel has considered this Issue in light of the evidence and arguments submitted by the parties as well as statutory criteria, and will Award no changes in the officer differential provisions of the contract.

The above is the Award of the Panel as relates to the Issue of officer differential.

8. Association Proposal Regarding Salary.

As is usually the case, the question regarding salary is of primary importance and the Panel devoted a considerable amount of their time and efforts to this disputed Issue. The parties submitted counterproposals regarding what the salaries should be during the term of the contract, which were obviously different. As the parties agreed the term of the contract should be of a two year duration, that is, commencing January 1, 1987 and expiring December 31, 1988, the Panel will Award the following increases

with the first increase to be effective January 1, 1987 and the second increase to be effective January 1, 1988.

Effective January 1, 1987, the salary increase to members of the unit shall be six percent (6%); effective January 1, 1988, the salary increase shall be five and one-half percent (5½%) for members of the unit.

The above is the Award of the majority of the Panel on the Issue of salary.

9. City Proposal Regarding Changes in the Work Week and Tours of Duty.

The Panel considered the above Issue in light of the evidence and arguments submitted by the parties as well as the statutory criteria, and it is the Award of a majority of the Panel that there be no changes in the present provisions of the contract relating to Work Week and Tours of Duty.

10. City Proposal Regarding Vacations.

The Panel considered the above Issue in light of the evidence and arguments submitted by the parties as well as the statutory criteria, and it is the Award of the majority of the Panel that there be no changes regarding this Issue of vacations.

The above is the Award of a majority of the Panel regarding vacations.

11. City Proposal Regarding Personal Leave.

The Panel considered the above Issue in light of the evidence and arguments submitted by the parties as well as the statutory criteria, and it is the Award of a majority of the Panel that there be no change in the personal leave provisions of the contract.

12. City Proposal Regarding Changes in Sick Leave Provisions.

The Panel considered the above Issue in light of the evidence and arguments submitted by the parties as well as the statutory criteria, and it is the Award of the majority of the Panel that there be no changes in the sick leave provisions of the contract other than those hereinabove awarded on.

13. City Proposal Regarding Health Insurance.

The Panel considered this Issue in light of the evidence and arguments submitted by the parties as well as the statutory criteria, and it is the Award of the majority of the Panel that there be no changes in health insurance other than that hereinabove awarded.

14. City Proposal Regarding Uniform Allowance.

The Panel considered this Issue in light of the evidence and arguments submitted by the parties as well as the statutory criteria, and it is the Award of the majority of the Panel that there be no changes in regard to such Issue.

15. City Proposal Regarding New Language to the Contract Relating to the City's Liability for Contributions to Ensure Health Insurance Coverage and Other Benefits.

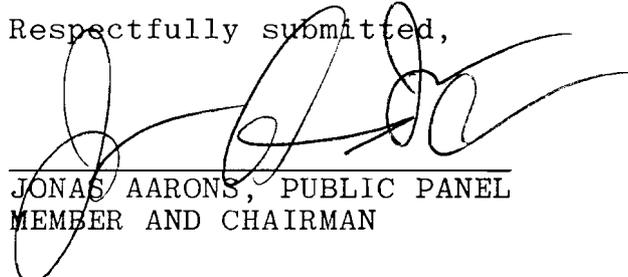
The Panel considered this Issue in light of the evidence and arguments submitted by the parties as well as the statutory criteria, and it is the Award of a majority of the Panel that there be no amendment or additions to the contract relating to such Issue.

16. Except as required by the Award here, all provisions in the present contract shall continue in the new agreement.

In light of the determinations hereinabove set forth, the Panel sees no reason to discuss any other evidence or arguments submitted by the parties in this matter; suffice it to say all relevant, competent and material evidence and arguments submitted by the parties has been considered although perhaps not set forth herein.

DATED: July 18, 1987

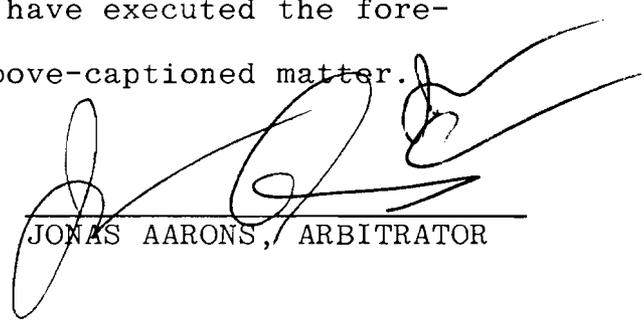
Respectfully submitted,



JONAS AARONS, PUBLIC PANEL
MEMBER AND CHAIRMAN

AFFIRMATION

In accordance with Section 7505 of the Civil Practice Laws and Rules, I hereby affirm that I have executed the foregoing as my Opinion and Award in the above-captioned matter.



JONAS AARONS, ARBITRATOR

DATED: July 27, 1987

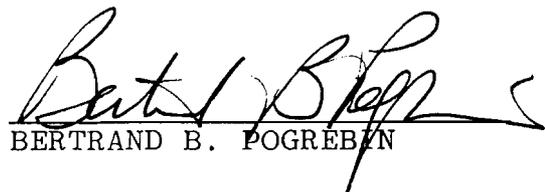
Respectfully submitted,



BERTRAND B. POGREBIN, ESQ.
EMPLOYER PANEL MEMBER

AFFIRMATION

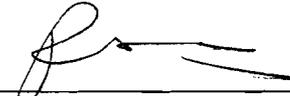
In accordance with Section 7505 of the Civil Practice Laws and Rules, I hereby affirm that I have executed the foregoing as my Opinion and Award in the above-captioned matter.



BERTRAND B. POGREBIN

DATED: July 23rd, 1987

Respectfully submitted,



 ROBERT GOLLNICK
 EMPLOYEE ORGANIZATION
 PANEL MEMBER

STATE OF NEW YORK:
 COUNTY OF ALBANY : SS:

On this 24th day of July, 1987, before me personally came and appeared ROBERT GOLLNICK, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.



 NOTARY PUBLIC

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
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NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
CASE NUMBER IA86-28

FEB 10 1988

CONCILIATION

In The Matter Of The Interest Arbitration Between
THE CITY OF NEW ROCHELLE

-and-

UNIFORMED FIREFIGHTERS ASSOCIATION, INC.,
LOCAL 276, I.A.F.F.

The following is a determination made by a majority of the Interest Arbitration Panel in the above-captioned matter resulting from a request for clarification made by the New Rochelle Firefighters on the question or issue as to whether or not bonus sick days should be calculated at eight or twelve hours per day.

The Panel rendered an Award in July of 1987 on a number of Issues which were in dispute in negotiations between the City of New Rochelle and Local 276 of the Uniformed Firefighters Association, Inc. Among the Issues in dispute was an Association proposal regarding unused sick leave. During the course of the Panel's deliberations, it was determined that the Issue be resolved as set forth on page 5 of the Public Panel Award of July 1987. The language thereof is as follows:

"2. Association Proposal Regarding Unused Sick Leave.

The Panel considered this Issue at some length and in accord with the statutory criteria and the evidence

and arguments, it will be awarded by a majority of the Panel that the present contractual provisions relating to sick leave be amended to provide as follows: 'Effective January 1, 1987, members shall accumulate bonus days for unused sick leave. Such bonus days shall be paid to said member upon retirement, or to member's estate or beneficiary, as the case may be, at the rate of pay in effect on the date of retirement according to the following schedule:

<u>Sick Days Use in Year</u>	<u>Days Due Per Member</u>
0	1 (One)
1	2/3 (Two-Thirds)
2	1/3 (One-Third)

The above is the Award of a majority of the Panel on the Issue regarding pay for unused sick leave."

After the Award was rendered, the parties were unable to resolve the question as to whether or not bonus sick days shall be calculated at eight or twelve hours per day. It was the position of the Firefighters that the bonus sick days should be calculated at twelve hours per day, and it was the position of the City that the bonus sick days should be calculated at eight hours per day.

It was agreed by the parties that the Panel should meet and confer regarding the question as to the calculation of the bonus sick days, and the Panel did meet on January 18, 1988 in New York, New York.

The members of the Public Panel, including the Impartial Member, discussed the relevant positions of the parties on the question before us regarding the computation of the bonus sick days and it is the AWARD of the majority of the Public Panel that the calculation of bonus sick days should be at eight hours per day.

The above determination was based on the precedent of other contracts from whence the concept of bonus sick days arose as well as the total circumstances involved in arriving at the initial determination regarding bonus sick days including relevant Statutory criteria. Thus, in view of the decision hereinabove the Panel sees no reason to discuss any other evidence or arguments submitted herein by the parties; suffice it to say that all relevant, competent and material evidence and arguments submitted by the parties has been considered although perhaps not set forth or discussed herein at length.

DATED: February 1, 1988

Respectfully submitted,



 JONAS AARONS
 PUBLIC PANEL MEMBER AND
 CHAIRMAN

AFFIRMATION

In accordance with Section 7505 of the Civil Practice Laws and Rules, I hereby affirm that I have executed the foregoing as my Opinion and Award in the above-captioned matter.



 JONAS AARONS, ARBITRATOR

I concur in this opinion and Award.

DATED: Feb 8, 1988

Respectfully submitted,

Bertrand B. Pogrebin
BERTRAND B. POGREBIN, ESQ.
EMPLOYER PANEL MEMBER

AFFIRMATION

In accordance with Section 7505 of the Civil Practice Laws and Rules, I hereby affirm that I have executed the foregoing as my Opinion and Award in the above-captioned matter.

Bertrand B. Pogrebin
BERTRAND B. POGREBIN

DATED: , 1988

Respectfully submitted,

ROBERT GOLLNICK, EMPLOYEE ORGANIZATION PANEL MEMBER

STATE OF NEW YORK:
 : SS:
COUNTY OF :

On this day of , 1988, before me personally came and appeared ROBERT GOLLNICK, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

NOTARY PUBLIC

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
CASE NUMBER IA86-28

IN THE MATTER OF THE INTEREST ARBITRATION

BETWEEN

THE CITY OF NEW ROCHELLE

AND

UNIFORMED FIREFIGHTERS ASSOCIATION, INC.
LOCAL #276, I.A.F.F.

DISSENT

The following dissent is rendered by myself as a member of the Panel in the above Interest Arbitration concerning issue number 2, "Association Proposal Regarding Unused Sick Leave" only. All other issues that came before the Panel, I concur with.

The issue regarding Sick Leave caused this Panel to meet almost three months after the original award was rendered to clarify the language on this issue, which should have been clarified in the beginning and that is what constitutes a sick day.

Fire Fighters in New Rochelle work a (10) hour day shift and a (14) hour night shift which is common in New York State. In addition, the common practice in New York State is to deduct those hours or an average of (12) hours when a Fire Fighter calls in sick or to give credit to a sick bank of (12) hours when Fire Fighters don't use them.

In New Rochelle, the practice is to deduct (10) hours when a Fire Fighter calls in sick on a day shift or night shift, respectfully.

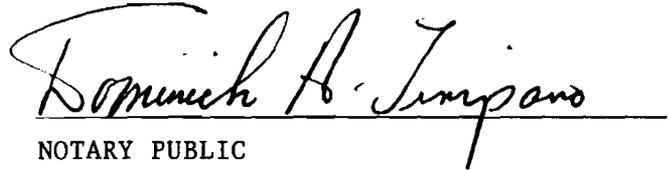
Yet the majority of this Panel want to give a Fire Fighter (8) hours in bonus time when they don't use sick time, but deduct (10) hours or (14) hours when they do use sick time.

I can find no logical reason for this justification by the majority and hereby dissent.



ROBERT F. GOLLNICK, Panel Member

ON THIS 4th DAY OF FEBRUARY, 1988, BEFORE ME PERSONALLY CAME AND APPEARED ROBERT F. GOLLNICK, TO ME KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

A handwritten signature in cursive script, reading "Dominick A. Imparato", written over a horizontal line.

NOTARY PUBLIC

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