

**NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD**

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**In the Matter of the Compulsory  
Interest Arbitration Between**

**CITY OF NIAGARA FALLS**

**PERB Case Nos.  
IA93-22; M93-75**

**and**

**NIAGARA FALLS UNIFORMED FIREFIGHTERS  
ASSOCIATION, AFL-CIO**

**Pursuant to Civil Service Law, Section 209.4**

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**PANEL MEMBERS:**

**THOMAS N. RINALDO, ESQ., PANEL CHAIRMAN  
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Niagara Falls, New York 14304**

**APPEARANCES:**

**FOR CITY OF NIAGARA FALLS**

**Richard J. Rotella, Assistant Corporation Counsel  
Lynn McDougall, Director of Personnel  
John L. Gabriele, Fire Chief**

**FOR UNIFORMED FIREFIGHTERS ASSOCIATION**

**Bernard Stack, Esq.  
Duncan T. Macrae, New York State Professional  
Firefighters Association  
Anthony Hynes, Financial Expert**

The New York State Public Employment Relations Board, pursuant to Section 209.4 of the New York Civil Service Law, designated a Public Arbitration Panel on October 15, 1993, for the purpose of making a just and reasonable determination of the impasse presently existing between the City of Niagara Falls (hereinafter the "City") and the Niagara Falls Uniformed Firefighters Association (hereinafter the "Association").

The above-noted Interest Arbitration Panel was designated by the State of New York Public Employment Relations Board because the Parties were unable to mutually agree to a successor Collective Bargaining Agreement, to that which expired on December 31, 1991. Said contract was mutually extended for an additional year through December 31, 1992.

An Interest Arbitration hearing was held on Friday, February 4, 1994, in the City of Niagara Falls Conference Center in Niagara Falls, New York. The Parties were afforded full opportunity to present evidence and argument and to examine and cross-examine witnesses. Both Parties presented comprehensive briefs and supporting statistical data and completed their testimony on February 4, 1994. At the conclusion of the hearing, it was agreed that the Parties would submit post-hearing memoranda by March 4, 1994, in time for the Panel to read the materials before its deliberations on Tuesday, April 5, 1994.

On Tuesday, April 5, 1994, the Panel met in Executive Session at the offices of the Panel Chairman located at 305 Elmwood Avenue, Buffalo, New York.

Under the above-cited statute, the Panel is empowered to make a "just and reasonable determination of the matters in dispute." In making the following determinations, the Panel, as well as the Parties, took into consideration the following statutory criteria as required by Section 209 of Article 14 of the Civil Service Law:

. . . .

(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 wages, hours and conditions of employment of the employees involved in the arbitration proceeding with 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 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.

During the Executive Session held on Tuesday, April 5, 1994, a majority of the Panel Members reached agreement on a one (1) year contract to cover the year 1993. The Parties' positions are quite adequately specified in their hearing Memoranda, numerous hearing exhibits, and post-hearing briefs, which are all incorporated by reference into this Award.

**1. FIRE ALARM OPERATORS**

**POSITION OF THE ASSOCIATION**

The Association's original petition for compulsory interest arbitration included the title of "Fire Alarm Operators" of which there are five. The Association contends that the Five Alarm Operators are covered by this Award because the City failed to move for their exclusion from this proceeding. It is the Association's position that the City's inaction brings the Fire Alarm Operators within the ambit of this Award. Although the Association admits that the five Fire Alarm Operators are not "Firefighters" they argue nevertheless that the City's failure to object to their inclusion in the City's response to the Association's petition for compulsory interest arbitration gives this Arbitration Panel the jurisdiction to include them in their Award.

**POSITION OF THE CITY**

The City contends that their failure to object to the inclusion of the Fire Alarm Operators in the petition for compulsory interest arbitration does not give this Panel jurisdiction over them. According to the City, they continuously objected to including Fire Alarm Operators with Firefighters during the entire course of collective negotiations, mediation, and the

hearing before the Interest Arbitration Panel. The City argues that this Panel has no jurisdiction to ignore Civil Service Law 209-2 and the Rules and Regulations of Civil Service Section 205.3.

### DISCUSSION AND AWARD

This Panel's Award will not include the five Fire Alarm Operators. This is a statutorily created proceeding and, therefore, this Panel may only make determinations regarding those individuals subject to the benefits of Civil Service Law, Section 209.4. Inasmuch as Fire Alarm Operators are not Firefighters, we will not attempt to render an Award affecting them.

### 2. DURATION OF THE CONTRACT

#### POSITION OF THE ASSOCIATION

Throughout negotiations and at the instant arbitration hearing, the Association requested a two-year Contract beginning January 1, 1993 and continuing through December 31, 1994. The Association contended that it was logical to request this Panel to order a two-year Contract since the Parties are now well into 1994 and any award limited to only one (1) year will compel the parties to begin negotiations almost immediately for a new contract.

**POSITION OF THE CITY**

The City contends that because their fiscal situation is so bleak, a two-year Award would be inappropriate. According to the City, it is the intent of the statute that the Parties be afforded the opportunity to reach a mutually negotiated settlement. Because it is early enough in the 1994 contract year for the Parties to meet and "hammer out" an agreeable resolution to their differences they should allowed to do so rather than have a statutorily created Panel impose a two-year obligation on the City.

**DISCUSSION AND AWARD**

It was the intent of the Chairman of this Panel to Award a two (2) year Contract. However, at the Panel's Executive Session, the Association's representative was unwilling to vote for a two-year Contract which provided for a 4.5% increase retroactive to January 1, 1993 and an additional 4.5% increase effective January 1, 1994. The Association's representative believed that a 4.5% pay raise awarded for 1994 would place a Firefighter even lower on the current salary scale with other comparable Fire Departments and also create a greater disparity with the City's Police Department.

The City was unwilling to agree to any Award which granted salary increases over and above the 3% offered by the City for 1993.

Because the statute requires a majority Award, this Panel will only make an Award covering the year 1993. A one (1) year Contract will allow the Firefighters to try to achieve parity with the City's Police who, on December 15, 1993, were awarded a two (2) year Contract effective January 1, 1992 and ending December 31, 1993. The City will now be in a position to negotiate with both Uniformed Services for the same period.

### 3. SALARY

#### POSITION OF THE ASSOCIATION

The Association contended that the interest and the welfare of the public require Firefighters to receive a salary increase of 12.5% for 1993 and an additional 12.5% increase for 1994. The Association also contends that the City has the financial ability to pay the Association's demand because they can either raise taxes or borrow money on a short-term basis to pay the 12.5% pay raise request of the Association.

The Association submitted documentation establishing that the Federal Government has recognized that the job duties, skills and qualifications of a Firefighter and a Police Officer are nearly identical in all respects. However, said documentation proves that the work of a Firefighter is more laborious and strenuous than that of a Police Officer. Also, the additional responsibilities and

training level required of an Emergency Medical Technician which is now a City requirement for a new Firefighter, increases the overall responsibilities of a Firefighter to a higher level than a Police Officer and increases a Firefighter's qualifications, skills and risk factors.

The Association submitted comparisons of the wages, hours and conditions of employment of Firefighters in Niagara Falls with the wages, hours, and conditions of employment of other employees of the City of Niagara Falls, specifically, the Niagara Falls Police Department, together with other employees, generally, in public and private employment in comparable communities.

In comparing the Niagara Falls Police Officers' and Firefighters' total compensation figures for January 1, 1993, a three (3) year veteran of the Police Department would receive top pay without longevity at \$38,351.00<sup>1</sup>, while his Firefighter counterpart would only be receiving \$33,979.00<sup>2</sup>, using 1992 rates. According to the Association, the evidence establishes that a City Policeman receives 12.9% more in total compensation than does a City Firefighter.

In comparing Police Officer and Firefighter base salaries, without longevity, for 1993, the top paid Policeman is paid

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<sup>1</sup> Total compensation = base salary (\$34,383) plus shift differential (\$728) plus extra compensation (\$860) plus holiday pay (\$2,380) = \$38,351.

<sup>2</sup> Total compensation = base salary (\$30,754) plus shift differential (\$447) plus holiday pay (\$2,661) plus EMT pay (\$117) = \$33,979.

\$34,383.00 and his Firefighter counterpart is paid only \$30,754.00 with a raise needed for parity in the amount of 11.8%.

The Association argues that over the years, both through negotiated contracts and interest arbitration awards, there has existed parity between the two units.

The Association contends that as late as 1988 and 1989, the base salaries for Firefighters and Police Officers were equal. However, due to interest arbitration decisions and settlements, a disparity now exists between the City's two uniformed service groups.

The Association contends that although it is unnecessary to look beyond Niagara Falls to establish that a Niagara Falls Firefighter is in dire need of a substantial salary increase, they have submitted a comparison of total compensation paid to Firefighters employed in the cities of Albany, Buffalo, Lockport, Rochester, Schenectady, Syracuse, and Troy.

The Association points out that their comparison of Firefighter's salaries with the Firefighter's salaries of the above-mentioned cities establishes that for 1993, the Niagara Falls Firefighters need at least an 11.7% salary increase to reach parity with other comparable Fire Departments.

The Association contends that not only are City Firefighters paid less money than their counterpart in the uniformed services, the City Police, but a City Firefighter works 17 more days per year than a City Police Officer, which amounts to 136 hours per year.

According to the Association, the only benefit that the Fire Department enjoys over the Police Department is the fact that in 1992, the Firefighters were granted the retirement benefit of Section 384-e of the Retirement and Social Security Law. The Association contends that this cost the City only 1.9% for 1992 and approximately 2.49% for 1993.

#### POSITION OF THE CITY

The City contends that they have serious fiscal problems which militate against awarding any pay raise for 1993 in excess of the City's offer of a 3% increase.

The City points out that the present City Administration, which took office on January 1, 1992, was sued by the State Attorney General's Office because audits for the years 1989 and 1990 were never submitted by the previous administration. From January 1, 1992 through the fall of 1992, the most recent City audit available was from the year 1988 which indicated a fund balance of just under \$4.4 M. During the fall of 1992, the audits for the years 1989 and 1990 were completed. The result of these audits indicated a \$7 M. fund balance at 1990 year end. In November of 1992, a 1993 fiscal year budget was presented using the \$4.2 M. of the anticipated 1991 fund balance. In March of 1993, the draft of the 1991 audit became available showing that rather than going from \$7 M. in 1990 to some greater number than \$4.2 M.

in 1991, the fund balance in reality was just over \$2 M. Thus, the City anticipates that for fiscal 1993, a deficit of some \$2 M. is imminent.

The City contends that they are not in a position to raise property taxes because the City of Niagara Falls has the highest overall property tax rate in New York State as well as a large percentage of population over 65 years of age which is not in a position to afford any more increase in taxes. Moreover, the City is suffering one of the highest unemployment rates in the State and 40% of the residents in the City of Niagara Falls receive some type of Social Service assistance.

The recent City settlements between its other bargaining units and the present administration are extremely instructive, for example:

1. For the year 1992, all bargaining units (i.e., the three United Steelworkers Locals, the trades, the Firefighters, and the Fire Brass) settled for 0% wage increases.

2. Although the Firefighters and the Fire Brass received the 384(e) retirement benefit, it was conditioned upon sufficient retirements, so that there would be a zero economic impact to the City.

3. After a 0% wage increase for 1992, and without the 384(e) retirement benefit, the three Steelworkers Locals and trade groups agreed to a 4% wage increase for 1993.

4. For the period 1986 through 1991, while the Steelworkers Locals and trades received the combined percentage increase in wages of roughly 28%, the Police Captains and Lieutenants enjoyed an increase of 42%.

5. Interest Arbitration Awards were made to the Police Club and Police Brass for the years 1992 and 1993 as follows: 4.5% and 4.25% respectively. (Although the Firefighters received the 384(e) benefit for 1992, and the same continued into 1993, this benefit has not been obtained by either of the Police Department bargaining units).

For a comparison of salaries and other benefits, the City proffered the Cities of Utica and Schenectady which it contends have similar size Fire Departments, similar resident populations, and a similar mix of industry and business. In addition, the City has selected the other two cities located in Niagara County, North Tonawanda and Lockport. In reviewing the salaries and benefits for the four above-noted units, the Director of Personnel, Lynn L. McDougall, found the following comparisons:

1. Niagara Falls pays the highest starting salary of the five cities and pays the highest longevity increments.
2. Niagara Falls is the only city that pays a 30 year longevity increment.
3. In Niagara Falls, the longevity increment is built into the base salary and, therefore, used in calculating overtime, etc.

4. Only one other city, North Tonawanda, offers 384(e), and the employees must give back a percentage of wages if the increased cost exceeds a certain amount.
5. Uniform allowance in Niagara Falls is in the middle range for uniform allowance.
6. Niagara Falls Firefighters now receive six (6) weeks vacation after 25 years. In addition, no other city permits a vacation carryover. In Niagara Falls, twelve (12) weeks carryover is permitted. When this is paid out at retirement, it is paid at the current rate and not at the rate earned. Therefore, it is paid at a higher rate.

Also, no other city has a vacation cash conversion provision which permits four (4) weeks vacation to be converted to cash each year. This results in additional annual earnings for the employee.

(In addition, it should be noted that every other city unit in Niagara Falls except Firefighters has been capped at earning four (4) weeks of vacation for employees hired after 1979).

7. For sick leave earned and paid at retirement, Niagara Falls has one of the better plans. It should be noted that in Lockport the percent of payment at retirement has been decreased for newer employees.
8. Niagara Falls Firefighters receive the highest life insurance benefit of the cities. In addition, only one city pays life insurance at retirement, North Tonawanda, and that is for \$1,000 compared to \$1,500 paid by the City of Niagara Falls.
9. No other unit has a paid lunch provision.
10. Generally, the cities are requiring a contribution for medical benefits by newer employees.

DISCUSSION AND AWARD

In reaching a just and reasonable decision regarding the proper compensation to be awarded herein to the Firefighters, the Civil Service Law requires that the Panel consider a number of factors before making its determination. Among the factors to be weighed are the ability of the employer to provide for salary increases, the public safety and welfare, the compensation currently being paid to the employees involved and its relationship to compensation paid to others performing similar services. The last criteria to be considered is the peculiarities of the work.

Before addressing the comparables and the ability to pay, this Panel would like to highlight the difficulties of working as a Firefighter as compared to other jobs in the public sector. In a report prepared by the International Association of Firefighters, the job of a firefighter was reported as being among the most dangerous of any occupation in North America. During 1992, job-related fatalities for firefighters were 2.6 times that of private industry. Fire Departments responding to a 1992 survey reported that 105,426 firefighters sustained 34,652 line-of-duty injuries either at the emergency scene or while performing other job-related tasks. Consequently, one (1) out of every three (3) firefighters was injured in the line of duty. Every time a firefighter performs his/her job to protect the lives and property of residents, they place their own personal safety at risk. In addition to the

immediate physical danger associated with fighting a fire, in the American Journal of Industrial Medicine (1987) it was reported that a firefighter is exposed to a variety of toxic substances.

A comparison of the salary paid to a Niagara Falls Firefighter with salaries paid to other comparable departments indicates this unit falls at the lower end of the salary scale. For example, using the comparison of seven (7) New York State cities submitted by the Association, Albany, Buffalo, Lockport, Rochester, Schenectady, Syracuse, Troy, an average Niagara Falls Firefighter earns \$34,727.00 while the average salary for the seven cities was \$38,625.00. In order for a City Firefighter to achieve parity with the average of these seven municipalities' Fire Departments, it would be necessary to grant a pay raise of 11.2%.

This Panel is also sensitive to the disparity that exists between the Fire Department and the Police Department. Although the Firefighters were able to negotiate 384(e) for 1992, their average salaries are below the average salaries paid to the City's Police Personnel. While there exists a long history of parity between the Firefighters and the Police, this Panel is not able to meet the Union's parity request at this time.

Given the difficulty of the work and comparing salaries of this department with other comparable departments, a salary award along the line requested by the Association would not be unjust or unreasonable. If salary comparisons were the only criteria for

this Panel to consider, our award would more closely approximate the Association demands. However, by legal mandate, this Panel must also consider the public interest and welfare, and the financial ability of this employer to pay any salary increases awarded by this Panel.

The City of Niagara Falls, like most municipalities, is experiencing serious current fiscal difficulties which this Panel cannot ignore. The evidence established that the current administration had to deal with past administration problems because audits for the years 1989 and 1990 were never submitted to the State Attorney General's Office. While the City was operating under the belief that there was a larger 1991 fund balance, a 1993 fiscal year budget was presented using \$4.2 M. of the anticipated fund balance. However, the anticipated \$7 M. never materialized and, thus, for fiscal 1993, an anticipated deficit of some \$2 M. In addition to the above-noted fiscal problems, the City of Niagara Falls, like most cities in the Northeast, has suffered a loss of business with the resultant high unemployment rate and an ever-increasing demand for Social Services. While the economy is slowly recovering, it will be some time before the City, will have the resources to grant the pay raises requested by the Association and deserved by this group of employees.

In summary, this Panel finds that the responsibilities and hazardous work demanded of a firefighter requires a pay raise at least equal to the pay raise awarded to the Police Department of

4.25%. We are, however, awarding 4.5% for 1993, which is a slight increase over the 4.25% received by the Police Department. Our Award does not close the gap between the salaries paid to this Department and the salaries paid to the Police Department, but it at least prevents the differences in compensation from escalating.

This Panel believes that its decision is a just and reasonable award of compensation accounting both for the interests and welfare of the public as well as the financial ability of this employer to pay.

#### AWARD

Retroactive to January 1, 1993, a Firefighter's salary will be increased by 4.5%. The City will make payment to the members of this unit within thirty (30) days of the date of this Award.

#### 4. ANNUAL PAYMENT FOR ALL E.M.T. PERSONNEL

##### POSITION OF THE ASSOCIATION

An Emergency Medical Technician is certified by the State of New York Health Department as meeting certain qualifications and established criteria in the emergency response field.

The Association points out that the value of having trained and certified emergency medical personnel on each piece of fire apparatus cannot be understated. The added protection this gives

to the citizens of Niagara Falls has proven immeasurable on the basis of the lives that have been saved, and the ones that will be saved. According to the Association, in past negotiations, the City has identified the value of Emergency Medical Technicians and had contractually agreed to pay EMT's a \$350.00 payment upon verification of certification or re-certification. The purpose of this payment is to cover the time expended by a Firefighter in obtaining certification. Since the \$350.00 certification and recertification payment was negotiated, the added responsibility of defibrillating a patient has been added to the EMT's duties.

The Association points out that as the success of the program has become apparent, the City has made it mandatory for new recruit Firefighters to become EMT-D's, within their first year of service with the Department. Additionally they are mandated to maintain that certification throughout their careers. According to the Association, the average annual payment made by comparable cities to certified EMT's, is \$650.00 per year computed as follows:

1.	Lockport	\$500.00/year
2.	Albany	\$800.00/year
3.	Binghamton	\$650.00/year
	Average	\$650.00/year

Presently, there are 32 members of the bargaining unit that are certified EMT-D's, with seven more to receive certification within the next few months.

POSITION OF THE CITY

The City argues that there should be no change to the current contractual requirement to pay any Firefighter a one-time payment of \$350.00 upon certification or recertification to qualify as an Emergency Medical Technician. The City contends that the current payment of \$350.00 is adequate and, that "the EMT certification" and "the concomitant ability of the Department" to respond to medical emergencies justifies current manning levels, despite the drastically reduced number of fires that occur in this municipality.

DISCUSSION AND AWARD

The Association has made a convincing argument that an annual payment, in addition to the recertification payment, should be made to a Firefighter for the skill and training necessary to acquire and maintain an emergency medical technician certification. There is no disputing the fact that a Firefighter responding to an emergency with the training and skills of an EMT will improve the quality of emergency care administered and, in many cases, result

in the saving of lives. We have, therefore, decided that the Contract provide for an annual payment of \$100.00 to be paid on or before January 31st of each year. This payment while not a significant award represents a beginning for these employees to receive annual recognition for the extra time and effort expended in maintaining their skills as a certified EMT-D.

#### AWARD

The Contract is to be amended to include an annual payment of \$100.00 in addition to the \$350.00 re-certification payment. Said annual amount is to be paid on or before January 31st of each year.

#### 5. CLOTHING ALLOWANCE

##### POSITION OF THE ASSOCIATION

The Association is requesting an upgrade from \$500.00 to \$600.00 per annum for the clothing allowance, if a mandatory, specific shoe policy is implemented. According to the Association, a Firefighter spends an average \$500.00 per year to replace their clothing and approximately \$200.00 to \$300.00 per year for maintenance. According to the Association, their request is reasonable because if the City is going to require the Firefighters

to wear a specific shoe, then they should be responsible to either provide the shoe or reimburse the Firefighter for its cost. The City is mandated by Contract to provide protective equipment.

**POSITION OF THE CITY**

The City recommends that there should be no change in the clothing allowance and, in fact, proposes that the current clothing allowance of \$500.00 be reduced to \$250.00 because the City is now providing a 2-piece bunker suit which is a practical alternative to the current apparel worn by a Firefighter. According to the City, the 2-piece bunker suit proposed would be provided at no cost to the Association.

**DISCUSSION AND AWARD**

This Panel determines that there should be no change in current Contract language except to the extent to clarify that a Firefighter should be allowed to use their allotted clothing allowance to maintain their clothing as well as for replacement. The 2-piece bunker suit is protective equipment and not a uniform, therefore, it cannot be considered alternative clothing.

**6. ALTERNATIVE DISCIPLINARY PROCEDURE  
IN LIEU OF SECTION 75 PROCEEDING**

**POSITION OF THE ASSOCIATION**

The Association contends that the current Section 75 disciplinary procedure is unfair to its members because the City acts both as the prosecutor, judge and jury in any Section 75 proceeding. The Association proposes that the Section 75 disciplinary procedure be replaced by binding arbitration. According to the Association, this proposal would not cost the City any money and in fact would represent savings to the City in the long run.

**POSITION OF THE CITY**

The City contends that the Association has demonstrated no compelling need to change the current language that provides for the discipline of a Firefighter pursuant to Civil Service Law Section 75. According to the City, the Association has failed to prove that anyone has been treated unfairly under the current system.

**DISCUSSION AND AWARD**

This Panel determines that there should be no change in current Contract language. The Association has failed to demonstrate that any Firefighter has been unjustly treated by the City's reliance on Civil Service Law Section 75. While this Panel believes that Civil Service Law Section 75 is cumbersome, expensive and limiting in terms of penalties that may be implemented, we are not disposed to change the current Contract and award binding arbitration in lieu of Section 75.

**7. PAID LUNCH HOUR**

**POSITION OF THE ASSOCIATION**

According to the Association, the practice in the City's Police Department with respect to lunch breaks is that every police officer goes out of service for one-half hour for lunch and is paid for said time. In other words, a City Police Officer gets eight (8) hours of pay for working only seven and one-half (7 1/2) hours.

The Association is requesting pay for a one-half (1/2) hour meal break each day at straight time pay. If a Firefighter were to remain in service during their meal break, they are requesting that they receive an additional one-half (1/2) hour of pay which will be considered their paid meal break.

**POSITION OF THE CITY**

The City contends that the Association's proposal is nothing more than a request for additional compensation because a Firefighter has the ability when they are not working to eat, rest, etc. A Firefighter cannot be out of service and, therefore, any payment for a so-called lunch break would represent nothing more than additional compensation.

**DISCUSSION AND AWARD**

Because of the nature of the work, a Firefighter is not allowed the freedom to take time off to eat their lunch. Rather, a Firefighter is allowed to eat their meal during times when they are not otherwise performing their normal firefighting duties. Therefore, this Panel believes that a paid lunch hour would be an inappropriate benefit to award this group of employees.

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THOMAS N. RINALDO, ESQ.  
PANEL CHAIRMAN

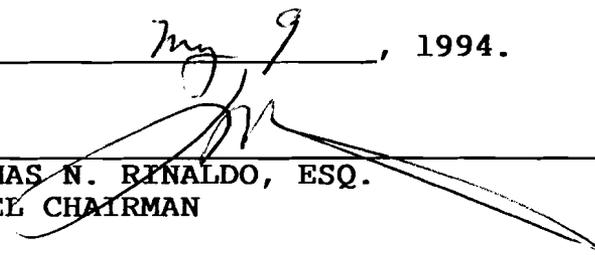
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THOMAS C. LIZARDO  
PUBLIC EMPLOYER PANEL MEMBER

*Richard L. Horn*  
\_\_\_\_\_  
RICHARD L. HORN  
PUBLIC EMPLOYEE/ORGANIZATION PANEL MEMBER

STATE OF NEW YORK )  
COUNTY OF ERIE ) SS.:  
CITY OF BUFFALO )

I, THOMAS N. RINALDO, do hereby affirm upon my oath as Panel Chairman that I am the individual described in and who executed the within Arbitration Award on May 9, 1994.

  
\_\_\_\_\_  
THOMAS N. RINALDO, ESQ.  
PANEL CHAIRMAN

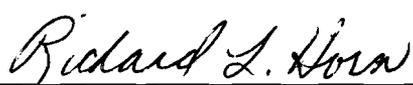
STATE OF NEW YORK )  
COUNTY OF NIAGARA ) SS.:  
CITY OF NIAGARA FALLS )

I, THOMAS C. LIZARDO, do hereby affirm upon my oath as Public Employer Panel Member that I am the individual described in and who executed the within Arbitration Award on \_\_\_\_\_, 1994.

\_\_\_\_\_  
THOMAS C. LIZARDO  
PUBLIC EMPLOYER PANEL MEMBER

STATE OF NEW YORK )  
COUNTY OF NIAGARA ) SS.:  
CITY OF NIAGARA FALLS )

I, RICHARD L. HORN, do hereby affirm upon my oath as Public Employee/Organization Panel Member that I am the individual described in and who executed the within Arbitration Award on May 5,, 1994.

  
\_\_\_\_\_  
RICHARD L. HORN  
PUBLIC EMPLOYEE/ORGANIZATION PANEL MEMBER