

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration

between

THE CITY OF SYRACUSE

"City"

-and-

LOCAL 280, INTERNATIONAL Association  
OF FIRE FIGHTERS, AFL-CIO

"Association"

X

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X Re: IA94-004;  
M93-391

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

APPEARANCES

For the City

BOND, SCHOENECK & KING, LLP

AUG 18 1995

CONCILIATION

For the Association

BLITMAN & KING

BEFORE: PUBLIC ARBITRATION PANEL

Stephen J. Vollmer, Esq., City Panel Member

Charles E. Blitman, Esq., Association Panel Member

Martin F. Scheinman, Esq., Neutral Panel Member

## BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on December 31, 1993. Sometime prior thereto, they entered into negotiations for a successor agreement. Those negotiations proved unsuccessful, whereupon the Association declared an impasse in negotiations and requested the appointment of a mediator. Mediation proved unsuccessful, whereupon on May 25, 1994, the Association filed a petition requesting compulsory arbitration. Pursuant to the rules and regulations of the State of New York Public Employment Relations Board, I was jointly appointed by the parties as the Public Member of the Panel appointed to hear and adjudicate this dispute.

A hearing in this matter was held before me on November 19, 1994. At that hearing, the parties were afforded full opportunity to present evidence and argument in support of their respective positions. They did so. Each side introduced extensive evidence concerning the relevant statutory criteria. This subsequently included budgetary and financial information as well as charts, tables, reports, and data dealing with the relevant statutory criteria.

At the conclusion of the hearings, the parties were afforded the opportunity to present post-hearing briefs and reply briefs. They did so. Upon my receipt of same, the record was declared closed. Thereafter, the Panel met in Executive Session in New York City.

The Syracuse Financial Plan Commission (the Ridings

Commission) issued a Report in January 1995, concerning the City's financial condition. Both parties referred to the Report in their post-hearing reply briefs. Therefore, that Report, as well as the numerous exhibits to the parties briefs and reply briefs, are deemed part of the record of this proceeding.

## POSITIONS OF THE PARTIES

The Association proposes a two (2) year Agreement for the period January 1, 1994 through December 31, 1995. It notes that the City proposes the same term for the Agreement.

The Association has proposed a six percent (6%) across-the-board wage increase in base annual salaries effective on January 1, 1995, and a six percent (6%) across-the-board wage increase in base annual salaries effective on January 1, 1995. It maintains that its salary proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in Section 209(4)(c)(v) of New York State's Civil Service Law (the "Taylor Law"). The Association asserts that its salary proposal, if awarded, would place its members in an economic position comparable to firefighters in similar New York State communities.

The Association maintains that the New York State communities of Buffalo, Rochester and Yonkers are the only jurisdictions comparable to the City of Syracuse for purposes of the comparisons mandated by the Taylor Law. It contends that these three (3) communities are the only relevant comparable jurisdictions for several reasons. First, the Association claims that since the Taylor Law is a New York State law, it is only referring to "comparable communities" within New York State. It notes that the cities of Buffalo, Rochester and Yonkers are all in New York State.

Second, the Association maintains that since the concept of "comparable communities" was enacted in the Taylor Law by the State Legislature, only those communities which the Legislature has

deemed to be comparable to the City of Syracuse, should be considered as comparable for purposes of this interest arbitration. It contends that population is the only criterion used by the legislature to determine the comparability of New York State communities.

The Association claims that the Legislature distinguishes between cities with a population in excess of 125,000 and cities with a population less than 125,000. It also asserts that the Legislature distinguishes between cities with a population in excess of one (1) million and cities with a population below one (1) million. That is, since New York City is the only city within the State with a population in excess of one (1) million, the Association alleges that the Legislature distinguishes between New York City and all other cities within the State. Thus, the Association argues that the City of Syracuse is only comparable to other cities within New York State which have a population between 125,000 and one (1) million inhabitants.

The Association notes that there are only four (4) cities in the State with populations between 125,000 and one (1) million. It contends that those cities are Buffalo, which has a population of 328,123, Rochester, which has a population of 231,636, Yonkers, which has a population of 188,082 and Syracuse, which has a population of 163,860. Thus, the Association insists that for purposes of the comparisons required by the Taylor Law, Buffalo, Rochester and Yonkers are the only communities comparable to Syracuse.

The Association maintains that its position regarding which cities should be deemed comparable to Syracuse for purposes of this interest arbitration, is supported by numerous laws enacted by the legislature. It contends that Section 1251 of the Real Property Tax Law establishes special equalization ratios for cities with populations exceeding 125,000. The Association further notes that Article 12-B of the Real Property Tax Law provides special state equalization ratios for computing the constitutional debt limitations for school districts in cities with a population of less than 125,000. Thus, the Association argues that in the Real Property Tax Law the Legislature clearly distinguished between cities with populations below and above 125,000.

The Association also maintains that Section 3602(31-a) of the Education Law contains special provisions regarding state aid for "small city" school districts. It contends that "small city" school districts are defined as those having a population of less than 125,000 inhabitants. The Association claims that state assistance to local governments pursuant to Section 54-c of the State Finance Law is only provided to those cities having a population of less than one (1) million and more than 125,000. It asserts that the Legislature distinguished which cities would receive state assistance on this basis because it found that the economic situation in these cities was not comparable to the economic situation in cities with a population of less than 125,000 or more than one (1) million. The Association also notes that Section 225(7) of the Public Health Law specifies a public health

rule that applies or does not apply to a city depending upon whether it has a population which exceeds 125,000.

Thus, the Association maintains that the State Legislature clearly believes that cities with populations in excess of 125,000 are comparable to each other, but that they are not comparable to cities with populations below 125,000 or in excess of one (1) million. It insists that in enacting the state laws discussed above, the Legislature clearly indicated that it considers the cities of Buffalo, Rochester, Yonkers and Syracuse to be comparable to one another, but not comparable to other cities in New York State. Thus, the Association argues that if the Taylor Law had been written to explicitly cover this interest arbitration, the Legislature would have substituted the phrase "cities of Buffalo, Rochester and Yonkers," for the words "comparable communities."

The Association maintains that population is an excellent basis for distinguishing between cities. It contends that population is the factor which has the most influence on a city's method of organization and operation. The Association claims that the structure of a city becomes more complex as its population increases. It asserts that the complexity of city government must increase to cope with the variety of city services demanded by larger populations. The Association alleges that public service professionals, such as police and firefighters, require greater degrees of skill, training and compensation to enable them to deal with the special problems created by larger populations. Thus, it argues that comparing cities on the basis of population size is a

valid ground for comparison. Therefore, it insists that Buffalo, Rochester and Yonkers are the only cities in the State comparable to Syracuse.

The Association further maintains that its position regarding which cities should be deemed comparable to Syracuse for purposes of this interest arbitration, is supported by the Ridings Commission Report. It contends that as part of the Commission's analysis of staffing levels in the City's Fire Department, the Commission stated that it "conducted a review of the 1994-95 Fire staffing levels (uniformed personnel only) in the three New York State cities most directly comparable to Syracuse: Buffalo, Rochester, and Yonkers." (Exhibit A to Association Reply Brief at pg. 19). Therefore, the Association argues that Buffalo, Rochester and Yonkers are clearly comparable to the City for purposes of resolving this dispute.

The Association rejects the City's position that Yonkers is not a comparable community because it is a suburb of New York City. It maintains that the Legislature considers Yonkers to be comparable to the City based upon the only factor relevant to the Legislature, the population of the communities. The Association contends that the Legislature does not distinguish between cities based upon their geographical distance to New York City. Thus, it insists that under the Taylor Law, Yonkers must be considered comparable to the City.

The Association also rejects the City's position that Albany, the State's fifth largest city, is comparable to Syracuse. It

notes that Albany has a population of 101,082 and that Syracuse has a population of 163,860. Thus, the Association points out that the population of Syracuse exceeds the Legislature's comparison cutoff of 125,000 by 38,860, and that the population of Albany is 23,918 short of that cutoff. Since both cities are significantly far away from the 125,000 person cutoff line adopted by the Legislature, the Association insists that the Legislature would clearly deem Albany and Syracuse to be non-comparable for Taylor Law purposes.

The Association maintains that it currently represents a four hundred and twenty-three (423) member bargaining unit composed of Firefighters, Lieutenants, Captains and Deputy Chiefs. It contends that the current base salary schedule for these employees is as follows:

Firefighter - Entry Level	\$23,047
Firefighter 1	\$28,887
Firefighter 2	\$31,677
Firefighter 3	\$32,726
Firefighter 4	\$33,764
Firefighter 5	\$35,068
Lieutenant	\$38,503
Captain (including Assistant Fire Equipment Maintenance Supervisor)	\$41,933
District Chief (including Fire Equipment Maintenance Supervisor)	\$45,373

(Association Brief at pg. 52)

It argues that these annual base salaries compare unfavorably to the salaries paid to firefighters by the comparable communities of Buffalo, Rochester and Yonkers. The Association cites the following table in support of that assertion.

TABLE XI

ANNUAL BASE SALARY

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<u>CITY</u>		<u>INCREASE OVER PRIOR YEAR'S SALARY</u>	<u>ENTRY LEVEL FIREFIGHTER</u>	<u>TOP STEP* FIRE- FIREFIGHTER</u>
ROCHESTER**	1991		\$26,472	\$37,471
	1992	4.5%	27,663	39,157
YONKERS****	1994		38,205	44,104
	1995	1.7%	38,866	44,766
BUFFALO	1994		29,374	39,711
	1995	5.0%	30,860	41,723
AVERAGE	1994		31,350	40,428
	1995	3.7%	32,463	41,882
SYRACUSE (Current)		-	23,047	35,068
PERCENT BELOW AVERAGE	1994	-	26.0%	13.2%
	1995	-	29.0%	16.2%
DOLLAR INCREASE TO OBTAIN AVERAGE	1994	-	\$8,303	\$5,360
	1995	-	9,416	6,814

TABLE XI

ANNUAL BASE SALARY

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<u>CITY</u>		<u>LIEUTENANT</u>	<u>CAPTAIN</u>
ROCHESTER**	1991	\$42,904***	\$48,516***
	1992	44,835	50,699
YONKERS****	1994	54,155	56,067
	1995	61,579	63,753
BUFFALO	1994	45,982	48,224
	1995	48,310	50,763
AVERAGE	1994	47,680	50,935

	1995	51,574	55,071
SYRACUSE (Current)		38,503	41,933
PERCENT			
BELOW	1994	23.8%	21.4%
AVERAGE	1995	33.9%	31.3%
DOLLAR INCREASE			
TO OBTAIN	1994	\$9,177	\$9,002
AVERAGE	1995	13,071	13,138

- \* A Firefighter reaches the top-step in Rochester after 2-1/2 years of service; in Yonkers after three years of service; and in Buffalo and Syracuse after five years of service.
- \*\* The Rochester Firefighters are currently being paid at rates specified in an agreement that expired at the end of 1992.
- \*\*\* The Rochester amounts for Lieutenant and Captain reflect the salaries of individuals after one year of service in those positions.
- \*\*\*\* The Yonkers salary figures are still subject to approval by the City's Financial Control Board.

(Table XI to Association Brief at pg. 53)

The Association maintains that the salaries paid by the City to its members are significantly less than the salaries paid to firefighters in comparable communities. It contends that on average, the City currently pays its Entry Level Firefighters \$8,303 less than the salary which is paid to entry level firefighters in comparable cities. It claims that percentage-wise, the salary paid to Entry Level Firefighters employed by the City is twenty-six percent (26%) less than the average salary paid to entry level firefighters by comparable communities in 1994. The Association further asserts that the current salary paid by the City to Entry Level Firefighters is twenty-nine percent (29%) less than the average salary these comparable communities will pay their

entry level firefighters in 1995.

The Association maintains that the majority of its members are top-step firefighters occupying the Firefighter 5 classification. It submits the following Table in support of that assertion.

TABLE V

<u>TITLE</u>	<u>NUMBER OF Association MEMBERS HAVING THIS TITLE (NOVEMBER, 1994)</u>
Firefighter - Entry Level	17
Firefighter 1	18
Firefighter 2	0
Firefighter 3	0
Firefighter 4	23
Firefighter 5	248
Lieutenant	75
Captain	25
District Chief	<u>18</u>
TOTAL	424

(Table V to Association Brief at pg. 12)

The Association contends that the salary provided to these Firefighters is \$5,360 less than the average salary paid to top-step firefighters in the comparable communities of Buffalo, Rochester and Yonkers. Percentage-wise, it claims that top-step Firefighters employed by the City earn 13.2% less on average than the top-step firefighters employed by these comparable communities. The Association argues that this is especially unfair since it takes firefighters in Rochester only two and one-half (2-1/2) years to reach the top-step, and firefighters in Yonkers only three (3) years to reach the top-step. It notes that it takes Firefighters employed by the City almost twice as long to reach the top-step, only to earn on average 13.2% less than their counterparts in comparable municipalities. The Association further asserts that in

1995, top-step Firefighters employed by the City will be paid on average \$6,814 or 16.2% less than their counterparts in comparable jurisdictions.

Thus, on the basis of both Entry Level and top-step Firefighter salaries, the Association insists that its proposed wage increase is clearly reasonable and ought to be awarded.

The Association maintains that the Lieutenants employed by the City in 1994 earned \$9,177 or 23.8% less than the Lieutenants employed by comparable communities. It contends that in 1995 the Lieutenants employed by the City will earn \$13,071 or 33.9% less than their counterparts in comparable communities. The Association claims that the wage disparity is even greater for Captains. It asserts that in 1994 Captains employed by comparable communities earned \$9,002 or 21.4% more than Captains employed by the City. The Association alleges that in 1995, Captains employed by comparable jurisdictions will earn \$13,138 or 31.3% more than Captains employed by the City. Thus, it argues that based upon these comparisons its salary proposal is clearly reasonable and ought to be awarded.

The Association maintains that even if its salary proposal is granted, the salary the City will be required to pay its Firefighters will still be significantly less than the salaries paid by comparable communities to their firefighters. It contends that if the Association's wage proposal is awarded, the City in 1994 will on average pay its Entry Level Firefighters 24% less than the salary paid on average to Entry Level Firefighters in

comparable communities, pay its Lieutenants 16.8% less than the salary paid on average to Lieutenants by comparable communities, and pay its Captains 14.5% less than the salary paid on average to Captains in comparable communities. Thus, the Association insists that it would be justified in requesting an even larger increase. It notes that rather than requesting that its members be paid the average salary paid by comparable communities, it is only requesting that the gap be partially closed. Therefore, the Association argues that its wage proposal is clearly reasonable and ought to be awarded.

The Association maintains that the wages, hours and conditions of employment of firefighters should not be compared to those of other public sector employees. Notwithstanding the City's attempt to draw such comparisons, the Association contends that the New York State Legislature has determined that firefighters and police officers should be treated differently than other public sector employees. It notes that the Taylor Law requires that a comparison be made between the City's Firefighters and "other employees performing similar services or requiring similar skills under similar working conditions." Yet the Association insists that the services performed by firefighters and police officers are vastly different than the services performed by other City employees. It claims that unlike firefighters and police officers, other City employees do not risk their lives daily in an effort to promote and maintain public safety.

The Association also asserts that the skills firefighters and

police officers must possess are vastly different from the skills which must be possessed by other municipal employees. It further contends that the working conditions of firefighters and police officers are vastly different than the working conditions of other public sector employees. It claims that other City employees work primarily in offices, whereas firefighters must perform their duties under emergency circumstances wherever they may arise. Thus, the Association insists that under the Taylor Law, the terms and conditions of employment of firefighters may not legitimately be compared to those of other public sector employees.

The Association maintains that its position in this regard is supported by relevant arbitral authorities. In support of its position it cites the following language from the Award of Arbitrator Jerome Lefkowitz which covered the period 1987 to 1988.

I conclude that the most important comparability is to other police and firefighters. New York State has recognized the unique status of police and firefighters for the purposes of their labor relations, and terms and conditions of their employment. The State Legislature has made retirement plans available to police and firefighters that it has not made available to other public employees. Similarly, it has provided interest arbitration for the resolution of police and firefighter negotiation deadlocks, but not for these involving other public employees. Accordingly, while I am sympathetic to the argument that the benefit relationship between police and firefighters and blue collar and white collar employees ought to be maintained for the good morale of the blue and white collar employees, I treat these relationships as less important than the relationships of the police and firefighters of Syracuse to the police and firefighters of other communities in New York.

(Association Brief at pg. 17)

In addition, the Association cites the following language from the Award of Arbitrator Jeffrey M. Selchick, Esq., in the matter of the

arbitration between the City of Buffalo and the Buffalo Professional Firefighters Association, which covered the period 1990 to 1992.

No other group of [City] employees, with the exception of the police, have the same significance or impact upon public health and safety. The firefighters risk their lives on a daily basis for the City and people of Buffalo. They are a necessary and essential service, which cannot be equated to the work performed by other City employees, with the exception of the Buffalo Police.

(Association Brief at pg. 18)

Thus, the Association insists that the City's Firefighters may not be compared legitimately to the City's other public sector employees, as the City has attempted to do.

Notwithstanding the City's attempt to do so, the Association maintains that the wages, hours and conditions of employment of firefighters should not be compared to those of private sector employees. Again, it notes that the Taylor Law requires that a comparison be made between the City's Firefighters and "other employees performing similar services or requiring similar skills under similar working conditions." However, the Association contends that the services performed by firefighters and police officers are vastly different than the services performed by private sector employees.

The Association maintains that firefighters and police officers are the only types of employees who are responsible for insuring the safety of the public. It contends that private sector employees do not perform services related to insuring public safety. Thus, the Association argues that private sector employees

do not perform services similar to firefighters.

In addition, the Association maintains that the skills required of firefighters are unique. It contends that since private sector employees do not fulfill a function similar to the functions performed by firefighters, they do not possess skills similar to those performed by firefighters. The Association also claims that the working conditions of firefighters are unique to firefighters. Thus, it argues that private sector employees do not work under conditions similar to those under which firefighters work.

The Association further maintains that firefighting is significantly more dangerous than other types of private sector employment. It contends that career firefighters suffer job-related injuries and illnesses at a rate that is more than four (4) times higher and nine (9) times as severe as the average for workers in private industry (Exhibit B to Association Brief). Similarly, the Association claims that the rate of line-of-duty deaths among career firefighters is nearly three (3) times that of workers in private industry (Id.). Thus, it insists that the employment conditions of firefighters cannot be compared under the Taylor Law to the employment conditions of private sector employees.

Ultimately, the Association maintains that under the Taylor Law, the City's Firefighters may only be compared to other firefighters. It asserts that the working conditions under which firefighters work are unique and subject them to all of the

following:

(i) Extremes of heat (i.e. "temperatures sufficiently high to cause marked bodily discomfort unless the worker is provided with exceptional protection");

(ii) Temperature changes (i.e., "variations in temperature which are sufficiently marked and abrupt to cause noticeable bodily reactions");

(iii) Wetness and humidity (i.e., "contact with water or other liquids" plus, "atmospheric condition with moisture content sufficiently high to cause marked bodily discomfort");

(iv) Noise and vibration (i.e., "sufficient noise, either constant or intermittent, to cause marked distractions or possible injury to the sense of hearing, and/or sufficient vibrations - production of an oscillating movement or strain on the body or its extremities from repeated motion or shock - to cause bodily harm is endured day after day");

(v) Hazards (i.e., "situations in which the individual is exposed to the definite risk of bodily injury");

(vi) Fumes (i.e., "smokey or vaporous exhalations, usually odorous, thrown off as a result of combustion or chemical reaction");

(vii) Odors (i.e., "noxious smells, either toxic or non-toxic");

(viii) Toxic conditions (i.e., "exposure to toxic dust, fumes, gases, vapors, mists, or liquids which cause general or localized disabling conditions as a result of inhalation or action on the skin");

(ix) Dust (i.e., "air filled with small particles of any kind, such as textile dust, flour, wood, leather, feathers, etc. and inorganic dust, including silicon and asbestos, which make the workplace unpleasant or are the source of occupational diseases"); and

(x) Poor ventilation (i.e., "insufficient movement of air causing a feeling of suffocation; or exposure to drafts").

(Exhibit C to Association Brief).

Since firefighters work under unique conditions, the Association insists that the terms and conditions of employment of its members may only be compared under the Taylor Law to the terms and conditions of employment of other firefighters.

The Association rejects the City's contention that the following communities are comparable for purposes of the Taylor Law: Albany, Schenectady, Binghamton, Troy, Rome, Niagara Falls and Utica. It maintains that the only rationale offered by the City in support of its position that these cities are comparable, is that these cities were found to be comparable for Taylor Law purposes in two (2) prior interest arbitration awards. However, the Association insists that these prior awards are neither controlling nor relevant. It claims that the Association was not a party to either of the interest arbitrations relied upon by the City. The Association asserts that those awards concerned interest arbitrations between the City and the Police. Moreover, it alleges that the Police did not raise the statutory and population arguments relied upon by the Association in this proceeding. Thus,

the Association argues that the arbitration awards relied upon by the City in support of its position concerning appropriate comparable communities, are clearly distinguishable. Therefore, it insists that Buffalo, Rochester and Yonkers are the only comparable communities relevant to this dispute.

The Association maintains that its wage proposal is the most reasonable with respect to the statutory criteria concerning the interest and welfare of the public and the financial ability of the City to pay for the parties' proposals. It contends that since these two (2) criteria are linked in the Taylor Law, the City's financial ability must be analyzed in light of the interests and welfare of the public. The Association cites a section of Arbitrator Selchick's Award regarding the City of Buffalo and the Firefighters Association, in support of its contention regarding the relationship between the City's ability to pay and the interest and welfare of the public.

While ability to pay is an important factor . . . , it must be viewed against the importance of maintaining the high level of public safety necessary to protect the citizens of Buffalo. The ability of the employer to provide for salary increases must be balanced with the public safety and welfare, and the obligation to provide Buffalo Firefighters with a fair and equitable wage for the important and dangerous work which they perform . .

The Panel is certainly sympathetic to the financial crisis faced by the City of Buffalo; the local governments of New York State must all be concerned about the seriousness of the fiscal situation that exists here. . . . Nevertheless, the Panel accepts the fact that the City, in order to fund the salary increases awarded herein, will have to review and reassess priorities, and perhaps, take the monies needed to fund Firefighters' salary increases from other City programs. However, the Panel further believes that the Firefighters must be

fairly compensated, and must be given priority, as a matter of public safety, interest and welfare, over other less essential programs and services provided by the City. [emphasis added]

(Association Brief at pg. 44).

The Association maintains that the ability of the City to pay for the Association's proposals must be viewed in light of the importance of maintaining a high level of public safety. It contends that it is absolutely necessary for the public's welfare that the City provide a fire department which is able to respond competently to life-threatening and/or property-threatening fires, hazardous conditions and medical and other emergencies. In order for the City to provide such a department, the Association asserts that fair compensation to Firefighters must be given priority, as a matter of public safety, interest and welfare, over other less essential services and programs provided by the City. This is so, argues the Association, even if the City must take the monies needed to fund Firefighter salary increases from other City programs.

The Association maintains that the City's demand for firefighting services, including emergency medical services, has steadily increased over the past fourteen (14) consecutive years. It cites the following data in support of that assertion.

TABLE II

<u>YEAR</u>	<u>NUMBER OF ALARMS</u>	<u>NUMBER OF EMS CALLS</u>
1983	7,480	885
1990	12,105	3,268
1991	12,979	4,200
1992	13,649	4,600
1993	15,893	6,219
1994*	14,879	8,170

\* As of October 31, 1994.

(Table II of Association Brief at pg. 3)

The Association contends that in 1993, for the fourteenth consecutive year, the City's Firefighters had to respond to a record number of alarms. It claims that between 1983 and 1993, the total number of alarms to which the City's Fire Department had to respond, more than doubled from 7,480 in 1983 to 15,893 in 1993. In addition, the Association alleges that the estimated number of alarms for 1994 shows a twelve percent (12%) increase in productivity over 1993. It also asserts that the Department's response to Rescue/Emergency Medical Service emergencies increased by more than six hundred percent (600%) during the same period, from approximately 885 such calls in 1983 to approximately 6,219 such calls in 1993.

Thus, the Association maintains that the public's interest and welfare is best served by attracting motivated firefighters and maintaining a well staffed, equipped and trained fire department. It insists that the retention of such well trained and motivated individuals requires the City to fairly compensate its Firefighters. Therefore, the Association argues that its wage

proposal is the most reasonable in terms of the interests and welfare of the public and ought to be awarded.

The Association maintains that the City's financial condition is strong and that it can afford to pay for the Association's wage proposal. It contends that the City's sales tax revenues have climbed steadily over the years. For example, the Association claims that the City's sales tax revenues increased between 1992 and 1993 from \$45,272,174 to \$46,037,359. It asserts that this increase is consistent with a fifteen (15) year trend. Thus, the Association alleges that the City's sales tax revenues increased over one hundred and fifty-seven percent (157%) between 1976 and 1991, from \$18,864,500 to \$48,506,080.

The Association maintains that the City's potential property tax revenues are also healthy. It contends that the most useful statistic to examine is the full valuation of the City's taxable real property, since that number is indicative of the City's ability to generate real property tax revenues. The Association claims that the City's full valuation of real estate for 1992 and 1993 (as calculated in the City's budgets for 1993 and 1994) remained steady with only a one percent (1%) decrease from \$3,358,015,405 to \$3,312,804,718. It further asserts that the full valuation of the City's taxable real estate increased by more than fifty-two percent (52%) between 1981 (as calculated in the City's 1982 budget) and 1991 (as calculated in the City's 1992 budget), from \$2,368,391,708 to \$3,616,034,000.

Thus, the Association maintains that these revenue figures

demonstrate that the City is financially healthy and able to afford the Association's wage proposal. It also contends that the City's present economic vitality and its potential for further economic growth is reflected in the following list of major projects either currently underway in Syracuse or planned for the near future.

TABLE III

1. The U.S. Postal Service opened a new computerized mail-sorting facility in East Syracuse that could ultimately create up to 850 jobs locally. The new facility currently employees 125 people.
2. Completion of a \$7 million condominium and retail complex in downtown's Armory Square district was completed in late 1994. Center Armory Complex will include parking, retail space and 38 condominiums.
3. University Hospital's \$52 million, 29,200 s.f. Concentrated Care Center is scheduled for completion in late 1994.
4. Landis Plastics, Inc., a Chicago-based plastic packaging manufacturer-printer, completed construction of a \$7.2 million, 134,00 sq. ft. plant in Solvay Industrial Park. The new facility will initially employ 115 people and produce 750 million containers and lids per year.
5. A two-story, 100,000 s.f. Lord & Taylor department store was opened in Carousel Center in November, 1994.
6. Nationwide Insurance Co. is expanding its Syracuse operation and will be adding a \$4.7 million addition to its regional office. 75 new jobs will be created over a period of seven years. Project completion is expected in early 1995.
7. Southern Container Corp. a manufacturer of paper and corrugated cardboard, is building a 204,000 s.f. \$59 million facility in Solvay. The Company expects to employ 100 people and should begin production in late 1994.
8. Wal-Mart opened a 125,000 sq. ft. store on Bridge Street in East Syracuse. The store employs approximately 200 people.
9. F.W. Webb Company, a distributor of heating and plumbing supplies, will construct a \$1 million facility in the City's new Ulster Business Park. Completion of the 30,000 square-foot building is expected by mid-1995. The company currently employs 20 people and expects to add 30 more in the next five years.

10. Kamine/Besicorp Partnership is constructing a \$105 million cogeneration plant in the Solvay Industrial Park. The plant will sell electricity to Niagara Mohawk and steam by the New York State Fairgrounds. Completion is expected late 1994.

11. The Penny Curtiss Bakery completed construction of a \$1.5 million, 20,000 sq. ft. addition to their town of Salina facility.

12. Solvay Fibreboard, a manufacturer of paper and corrugated cardboard, completed construction of a 204,000 sq. ft., \$59 million facility in the Solvay Industrial Park. The company will produce approximately 150,000 tons per year of recycled liner board commonly used as the exterior for corrugated boxes. Approximately 100 people will be employed at the new facility.

13. Deluxe Corporation, the largest check printing company in the country, located a 250-employee customer service center in the former Sibley's Building in downtown Syracuse. Deluxe employees will process customer orders via telephone. Customers are primarily banks and financial institutions.

(Table III of Association Brief at pgs. 5-6)

The Association maintains that the City's financial vitality has and will continue notwithstanding a declining City population. It contends that the revenues of businesses located in the City and City sales tax receipts, are derived, in part, from individuals who do not live in the City but who live in the general area and either work or shop in the City. Therefore, the Association argues that in order to gauge the financial health of the City, it is necessary to examine the economic conditions in Onondaga County, where the City is located.

The Association maintains that the population of Onondaga county increased by 5,053 from 1980 to 1990. It contends that this population increase has more than offset the economic impact of the City's decline in population during the same period. The Association points out that the City's sales tax revenues steadily grew during this period. Thus, it argues that even though less

people live within the City's borders, more people are engaging in economic activity in the City which is beneficial to the City's economic well-being.

The Association further maintains that the financial circumstances of the residents of Onondaga County have improved dramatically during the last decade. It contends that the average number of people employed in the County increased by twenty-four thousand (24,000) between 1983 and 1993, from 202,6000 to 226,600. The Association claims that during the same period the payroll for Onodaga County workers almost doubled form \$3,691,356,445 to \$6,408,643,906. The Association also asserts that between 1983 and 1992, the physical volume of business done in the Syracuse metropolitan area increased by twenty-six percent (26%). It alleges that another indication of the County's financial well-being, is the following list of major projects either currently underway in the County or planned for the near future.

TABLE IV

1. Bristol-Myers Squibb Co. completed construction of a \$51 million anti-cancer research center and a \$41 million expansion of a multipurpose biologic pilot plant. The projects added 85 jobs to Bristol's DeWitt campus, which now has approximately 1000 employees. The newly opened buildings are part of the company's plans to spend \$160 million in projects including \$35 [million] for a new wastewater treatment plant; \$25 million to expand a chemical pilot plant; and \$10 million to revamp its penicillin manufacturing process.
2. Carrier Corp. will spend \$39 million to renovate its DeWitt facility. The project will create 115 new jobs by the end of 1995 and preserve 600 existing ones. Renovation project is expected to be completed by the second half of 1994.
3. Clestra Clean Room, Inc. will invest \$1 million to expand its manufacturing facility at Hancock Airpark in Cicero creating 35-40 local jobs.

4. New Process Gear's auto parts plant in the town of DeWitt is undergoing a \$50.8 million expansion. It is projected that the company will hire about 85 people in March of 1994, with additional workers to be hired as production increases. Production of a new five-speed manual transmission will also increase employment by 75 jobs. New Process Gear is a division of New Venture Gear, Inc., a joint venture between Chrysler Corp. and General Motors.

5. The Joseph J. Pietrafesa Co. in the town of Clay plans to build a 5,000 s.f. addition to their Morgan Road plant. The Company signed a contract to produce the Polo/Ralph Lauren line of menswear. The contract worth an estimated \$20 million a year in sales, will allow the company to add 166 new jobs over the next five years. The expansion is made possible through a \$3.2 million package of state loans and grants.

6. L.&J.G. Stickley, Inc. constructed a \$1.1 million, 29,300 sq. ft. expansion and improvement of its Manlius plant. Up to 40 new jobs have been created.

7. P & C Food Markets, Inc. plans to build five new stores and expand four existing stores in Onondaga County. Two stores opened this fall in Airport Plaza in Clay; and in Fairmount Fair in Camillus. Up to 500 jobs could be created in 1994.

8. J.R. Simplot Co., a potato processing company based in Boise, Idaho, began a full-scale operation in Syracuse, employing about 125 people. The company has rented 100,000 sq. ft. of space at the United Refrigerated Services plant in the town of Geddes. Simplot plans to purchase vegetables from local farmers, process them, store them in the refrigerated warehouse in the same location and sell them to grocery chains, restaurants and hotels. United's warehouse will store and distribute Simplot's products. United employs 144 and plans to add 25 employees to accommodate Simplot's operation.

9. Sysco Food Services of Syracuse, Inc. is planning a \$3 million-plus expansion at its Warners facility. The addition would add 20 percent more space to the warehouse and create 100 new jobs by 1996. Sysco, a distributor of food, equipment and utensils to restaurants and institutions, currently employs 350.

10. Caldor, a major discounter chain, opened three new stores; Fairmount Fair, Fayetteville Mall and Penn Cann Mall in Cicero. Total employment is expected to be approximately 600.

1. Construction is complete on a Hampton Inn located at the intersection of 7th North Street and Buckley Road in Liverpool. The \$4.5 million, 105 room motel, will employ approximately 30 people.

(Table IV to Association Brief at pgs. 8-9)

Thus, the Association maintains that the City's regional economy is strong. It insists that this regional strength inures to the benefit of the City.

The Association maintains that the total cost to the City of the two (2) six percent (6%) salary increases it has requested, would be \$910,295 in 1994 and \$964,913 in 1995. It cites the following data in support of that assertion.

TABLE XII

<u>AN ACROSS-THE-BOARD SALARY INCREASE OF:</u>	<u>FOR 1994 WOULD COST THE CITY AN ANNUAL TOTAL OF:</u>	<u>FOR 1995 WOULD COST THE CITY AN ANNUAL TOTAL OF:</u>
1.0%	\$ 151,715	\$ 153,233
2.0%	303,431	309,500
3.0%	455,147	468,802
4.0%	606,863	631,138
5.0%	758,579	796,508
6.0%*	910,295	964,913
7.0%	1,062,011	1,136,352
8.0%	1,213,727	1,310,826
9.0%	1,365,443	1,488,333
10.0%	1,517,159	1,668,875
11.0%	1,668,875	1,852,452
12.0%	1,820,591	2,039,062
13.0%	1,972,307	2,228,707
14.0%	2,124,023	2,421,387
15.0%	2,275,739	2,617,100

(Table XII to Association Brief at pg. 57)

Thus, based upon the financial well-being of the City and the surrounding metropolitan area, the Association argues that the City can afford the cost of the wage increases the Association has proposed. Therefore, the Association insists that those proposed increases are reasonable and ought to be awarded.

The Association notes that it is proposing that the City pay its Firefighters less than their counterparts are being paid in the

comparable communities of Rochester, Yonkers and Buffalo. It contends that the City's financial condition is no weaker than the financial condition of those comparable communities. Therefore, the Association insists that the City can afford the cost of the Association's wage proposal.

In fact, the Association maintains that the City's taxpayers are in a substantially more favorable position than the taxpayers in Buffalo, Rochester and Yonkers with respect to their sales and property taxes. It cites the following table in support of that assertion.

TABLE XIII

<u>ITEM</u>		<u>BUFFALO</u>	<u>ROCHESTER</u>
Real Property Taxes and Assessments	1993	\$80,580,293	\$40,665,010
	1992	60,493,000	38,617,385
Real Property Taxes and Assessments per Person	1993	245.58	175.55
	1992	184.36	166.71
<u>ITEM</u>		<u>BUFFALO</u>	<u>ROCHESTER</u>
Sales Tax Revenues	1993	46,096,909	44,382,072
	1992	44,504,054	43,457,440
Sales Tax Revenues per person	1993	140.48	191.60
	1992	135.63	187.61
Fire Expenditures (Current Operations)	1993	57,361,307	32,302,666
	1992	53,350,957	30,977,000
Population		328,123	231,636
No. of Times Sales Tax Revenues Would Cover Fire Expenditures			

(Current Operations)	1993	0.80	1.37
	1992	0.83	1.40
No. of Times Real Property Taxes & Assessments Would Cover Fire Expenditures			
(Current Operations)	1993	1.40	1.26
	1992	1.13	1.25
Constitutional Tax Limit for Operating Purposes			
	1992	108,829,770	144,419,101
	1993	121,634,839	147,664,626
Tax Levy Subject To Limit			
	1992	85,833,295	89,141,117
	1993	106,258,465	96,686,455
Percent of Constitutional Tax Limit			
	1992	78%	61%
	1993	87%	65%

TABLE XIII

<u>ITEM</u>		<u>SYRACUSE</u>	<u>YONKERS</u>
Real Property Taxes and Assessments	1993	\$16,419,829	\$27,122,388
	1992	14,419,560	32,151,912
Real Property Taxes and Assessments per Person	1993	100.20	144.20
	1992	87.99	170.94
Sales Tax Revenues	1993	46,037,359	32,583,596
	1992	45,272,174	32,635,613
Sales Tax Revenues per person	1993	280.95	173.24
	1992	276.28	173.51
Fire Expenditures (Current Operation)	1993	27,842,955	36,559,290
	1992	26,014,000	34,526,000
Population		163,860	188,082
No. of Times Sales Tax Revenues Would Cover Fire Expenditures (Current Operations)	1993	1.65	.89
	1992	1.74	.95
No. of Times Real Property Taxes & Assessments Would Cover Fire Expenditures (Current Operations)	1993	.59	.74
	1992	.55	.93
Constitutional Tax Limit for Operating Purposes	1992	84,954,719	218,098,141
	1993	93,196,423	230,320,585
Tax Levy Subject To Limit	1992	38,537,232	115,889,844
	1993	42,230,639	125,783,727
Percent of Constitutional Tax Limit	1992	45%	53%
	1993	45%	54%

1992 Data: Special Report on Municipal Affairs for Local Fiscal Years Ended in 1992, published by the State of New York, Office of the State Comptroller, released December 1993.

1993: Data: Draft of Special Report on Municipal Affairs for Local Fiscal Years Ended 1993, published by the State of New York, Office of the State Comptroller, to be released December 1994.

(Table XIII to Association Brief at pg. 60)

The Association maintains that the City is in a dramatically more favorable position with regard to sales taxes than the comparable communities of Buffalo, Rochester and Yonkers. It contends that even though the City is the least populated of the four communities, it received the greatest amount of sales tax revenues in 1992. The Association points out that in 1993, the City received \$280.95 in sales taxes for each resident, whereas Buffalo received \$140.48 per resident, Rochester received \$191.60 per resident, and Yonkers received \$173.24 per resident. In addition, it claims that the City has the lowest sales tax rate of the four (4) comparable communities. Thus, the Association insists that the City is in much better financial condition in terms of its sales tax, than any comparable community.

The Association also alleges that the City's real property taxpayers are significantly favored over the real property taxpayers in Buffalo, Rochester and Yonkers. It contends that the City requires far less in real property taxes and assessments than do any of these comparable communities. The Association urges that this is best demonstrated by measuring real property taxes and assessments against the City's entire population. It asserts that in 1993 the City received on average \$100.20 in real property taxes

and assessments from each of its citizens, whereas Buffalo received \$245.58, Rochester received \$175.55 and Yonkers received \$144.20. Thus, the Association maintains that the real property tax burden on the City's residents is modest when compared to the real property tax burden on the citizens of comparable municipalities.

The Association also maintains that the City has levied the lowest percentage of its constitutional tax limit when compared to comparable jurisdictions. It contends that on average, Buffalo, Rochester and Yonkers levied sixty four percent (64%) of their constitutional tax limit in 1992 and sixty-eight percent (68%) of their constitutional tax limit in 1993. The Association claims that the City only levied forty-five percent (45%) of its constitutional tax limit in each of these years. It argues that these comparable communities have been willing to levy a higher percentage of their constitutional tax limit in order to meet their operating expenses. The Association insists that there is no legitimate reason why the City does not do the same.

In addition, the Association maintains that the City has the ability to increase its real property tax revenues by raising tax rates or increasing assessed values. It contends that according to the City's 1994 Budget, the City's maximum constitutional taxing power is \$121,222,527. However, the Association claims that the City's tax levy was only \$71,635,824. Therefore, it argues that the City has a \$49,586,703 margin in the amount of taxes it is constitutionally permitted to levy.

Thus, the Association insists that the City and its taxpayers

are in a significantly more favorable position than the comparable communities of Buffalo, Rochester and Yonkers. It maintains that the City can easily afford the wage increases requested by the Association. Therefore, the Association argues that pursuant to this statutory criterion, its wage proposal is the most reasonable and ought to be awarded.

With regard to the statutory criterion concerning the peculiarities of the firefighting profession, i.e., its hazards and its unique physical, mental, educational and training qualifications, the Association maintains that this criterion also supports the reasonableness of its wage proposal.

The Association maintains that the hazards of fire fighting are undisputed. It contends that the City's Firefighters face a high degree of risk of death in the line of duty. The Association claims that numerous City Firefighters have died in the line of duty since 1885. It submits the following list in support of that assertion.

TABLE VI

<u>Syracuse Fire Fighter</u>	<u>Classification</u>	<u>Year</u>
Christopher Fralik	Fire Fighter	1885
Philip Eckel	Chief of Fire	1886
Joseph Hugger	Fire Fighter	1887
Michael Rogers	Fire Fighter	1887
James Murphy	Fire Fighter	1896
Frank Yann	Fire Fighter	1898
Hamilton White	Hon. Asst. Chief	1899
George McDermott	Fire Fighter	1905
Thomas Carrigan	Fire Fighter	1923
John Venner	Fire Fighter	1926
James Mitchell	Fire Fighter	1939
Martin Dwyer	Captain	1936
Frank Kerlin	Fire Fighter	1939
Albert Young	Lieutenant	1939

<u>Syracuse Fire Fighter</u>	<u>Classification</u>	<u>Year</u>
Thomas Dugan	Acting Chief	1939
David LaVine	Lieutenant	1939
John Agan	Fire Fighter	1939
Gregory Dixon	Fire Fighter	1939
Raymond Bauder	Lieutenant	1939
James Diamond	Fire Fighter	1939
Charles Boynton	First Asst. Chief	1939
George Neat	Fire Fighter	1942
William Kendrick	Fire Fighter	1944
Fredrick Wenzell	Fire Fighter	1947
William Egan	Lieutenant	1951
William Cadier	Fire Fighter	1954
Robert McCarthy	Lieutenant	1959
Enrico Venetti	Fire Fighter	1959
Albert Schrempf	Lieutenant	1961
James McSweeny	Lieutenant	1968
Michael Ludwig	Fire Fighter	1971
Richard Spina	Fire Fighter	1972
James Digenova	Captain	1974
Robert Shuler	Fire Fighter	1978
Stanley Duda	Fire Fighter	1978
Michael Petragnani	Fire Fighter	1978
Frank Porpiglio	Fire Fighter	1978
Norman Rowe	Captain	1989

(Table VI to Association Brief at pg. 30)

The Association also contends that in 1992, twenty-six (26) career firefighters in the United States died from injuries received in the line of duty. It maintains that the number of job related fatalities for firefighters in 1992 was 2.6 times as high as the number of job related fatalities in private industry. The Association further notes that in 1992, forty-nine (49) firefighters in the country died due to occupational diseases. Thus, the Association insists that its members face a high risk of death due to their profession.

The Association maintains that the risk of on the job injury is also high for the City's Firefighters. It contends that the City's Firefighters suffered one hundred and six (106) line-of-duty

injuries in 1993, and as of October 31, 1994, were suffering on the job injuries at a rate of one hundred and eighteen (118) per year. The Association claims that nationally 105,426 firefighters suffered 34,652 line-of-duty injuries in 1992. It asserts that the frequency of firefighter job-related injury is 4.3 times higher than the incidence of job-related injury in private industry. The Association also alleges that injuries suffered by firefighters are more severe than injuries suffered by workers in private industry and resulted 8.5 times more lost work hours per hundred employees. Thus, the Association insists that its members face a high risk of serious injury due to their profession.

The Association rejects the City's contention that there is a lesser risk of fire in Syracuse than in Buffalo, Rochester or Yonkers, because of the City's smaller physical size and population. It contends that the City has failed to support its erroneous assumption with relevant data. In addition, the Association claims that risk of fire is irrelevant since it is the type of fire which determines the degree of hazard. Thus, it insists that the dangers faced by its members are equivalent to the hazards faced by firefighters in any comparable community.

The Association maintains that its members also are exposed to numerous other hazards, such as communicable diseases, heat, noise, stress producing situations, carbon monoxide, the toxic effects of fire smoke and numerous reproductive hazards. It argues that when all of the hazards faced by the City's Firefighters are taken into account, it becomes obvious that the Association's wage proposal is

more than reasonable.

The Association maintains that the City's Firefighters have numerous physical, educational and mental qualifications. It contends that Entry Level Firefighters receive extensive training. The Association further claims that non-entry level Firefighters continue to receive at least one hundred (100) hours of annual instruction and training throughout their careers.

The Association notes that Firefighters must pass a written civil service examination which covers knowledge, skills and abilities in numerous areas such as understanding and interpreting written materials, solving problems involving numbers, reasoning clearly and selecting the proper course of action in firefighting situations. Firefighters also are trained in mechanical reasoning, principles and devices, the use of hand tools and the understanding and interpretation of graphs, charts, tables and diagrams.

The Association points out that even after passing the civil service examination, City Firefighters must undergo extensive educational and physical training. It maintains that no job specified in the Dictionary of Occupational Titles is more physically demanding than the job of firefighter. The Association uses the following table to illustrate the required instruction firefighters must receive in New York State.

TABLE VII

<u>AREA</u>	<u>REQUIRED HOURS OF TRAINING</u>
(1) Fire Protection & Organization	4.84
(2) Fire Behavior	6.00
(3) Extinguishers	0.75
(4) Fire Prevention	24.00
(5) Pers. Safety & Prot. Equipment	5.00
(6) Ropes and Knots	4.50
(7) Tools and Equipment	3.83
(8) Ground Ladder Practices	6.00
(9) Hose Practices	11.83
(10) Forcible Entry	2.75
(11) Ventilation	1.50
(12) Rescue	34.00
(13) Salvage and Overhaul	2.50
(14) Communications	0.75
(15) Fire Pumps	15.00
(16) Aerial Ladders and Elevated Devices	13.75
(17) Fire Streams and Hydraulics	8.00
(18) Hazardous Materials and Radiation	25.00
(19) Natural Cover Firefighting	9.00
(20) First Aid	
(Recommended First Responder 40 hours)	20.00
(21) Arson - Cause, Origin & Investigation	9.00
(22) Incident Command System	12.00
(23) Tactics and Strategies	6.00
(24) Apparatus Driving, Operation and Maintenance	<u>3.00</u>
TOTAL	229.00

(Table VII to Association Brief at pg. 42)

It contends that City Firefighters are required to possess as many as twenty-six (26) different skills within each of the areas described above. Thus, the Association argues that its members must possess outstanding mental and physical skills and undergo rigorous training and testing. Therefore, it insists that pursuant to this aspect of the relevant statutory criteria, its wage proposal is clearly reasonable and ought to be awarded.

The Association maintains that the statutory criterion

concerning the history of past negotiations between the parties also supports the reasonableness of the Association's wage proposal. It contends that historically, the City has negotiated contracts with its Firefighters and Police which maintained parity in wages and important benefits. The Association submits the following chart and interest arbitration awards in support of its assertion.

TABLE IX

<u>Contract Covering</u>	<u>Arrived At By</u>
1975-1976 PBA Fire PARITY	Interest arbitration - Maurice C. Benewitz Interest arbitration - Maurice C. Benewitz
1977-1978 PBA Fire PARITY	Interest arbitration - John E. Sands Interest arbitration - Herbert L. Haber
1979-1980 PBA Fire PARITY	Interest arbitration - Dana E. Eischen Collective negotiations
1981-1982 PBA Fire PARITY	Interest arbitration - Rodney E. Dennis Collective negotiations
1983-1984 PBA Fire PARITY	Interest arbitration - Stanley L. Aiges Collective negotiations
1985-1986 PBA Fire PARITY	Interest arbitration - Maurice C. Benewitz Collective negotiations
1987-1988 PBA Fire PARITY	Interest arbitration - Jerome Lefkowitz Interest arbitration - Jerome Lefkowitz
1989-1990 PBA Fire PARITY	Collective negotiations Collective negotiations
1991-1992 PBA	Interest arbitration - John Sands

	Fire PARITY	Interest arbitration - John Sands
1993-1997	PBA	Collective negotiations
1993 *	Fire	Collective negotiations
1994	Fire	Interest arbitration - Martin F. Scheinman

\* The 1993 Labor Agreement between the City of Syracuse, New York and the Syracuse Firefighters Association, Local 280 International Association of Firefighters, AFL-CIO (hereinafter referred to as the "1993 Labor Agreement") is attached hereto as Exhibit A.

(Table IX to Association Brief at pg. 46)

The Association maintains that parity in Police and Firefighter wages and benefits is so important that in order to maintain parity, the City recently made a gift of very expensive retirement benefits to the City's Police. The Association contends that it obtained Section 384-e retirement benefits for its members during negotiations for its 1993 Agreement. It claims that subsequently, the City was under no legal obligation to grant such benefits to the City's Police. However, the Association asserts that in late 1993, the City granted equivalent retirement benefits to the its Police. It alleges that as a result of this gift, the cost to the City of police retirement benefits in 1994 increased by \$545,327. The Association argues that since this was a gift to the Police, it should not be counted as an expense which prevents the City from being able to afford the Association's contract proposals.

Moreover, the Association insists that since parity in benefits between Firefighters and Police is so important, that the City voluntarily assumed a cost of more than one-half million

dollars in order to maintain parity between Police and Firefighters, the City should be required to assume similar costs in benefits for Firefighters in order to maintain parity.

The Association maintains that the City recently agreed to a change in Police work schedules which is equivalent to a three percent (3%) wage increase. It contends that prior to this change, City Police worked a schedule of five days on/two days off and then four days on/two days off. The Association claims that the City agreed to change this to a schedule of four days on/two days off. It asserts that this resulted in police officers receiving nine (9) extra days off per year. The Association also alleges that during negotiations with the Police, the City took the position that this schedule change was equivalent to a three percent (3%) wage increase (Exhibit C to Association Reply Brief). Thus, the Association argues that in order to maintain parity, Firefighters also must receive wage and benefit improvements equal in value to the schedule change received by the Police.

The Association maintains that the schedule change granted to the Police is precisely the type of major economic benefit that the parties' interest arbitrators traditionally have found to be subject to parity. It contends that the schedule change is not a minor benefit like a coffee break, but rather a substantial economic benefit. The Association claims that there is absolutely no justification for providing this three percent (3%) benefit improvement to the Police without also providing it to the Firefighters. It argues that at a minimum, the Firefighters should

receive the same additional time off received by the Police.

The Association rejects any suggestion by the City that the benefit of this schedule change should only be given to the Police because the work of police officers has grown at a faster rate than the work of Firefighters. First, it contends that the City has failed to provide the source of the data it relied upon in making that assertion. Second, the Association notes that it is undisputed that the City also granted non-street police officers an additional six (6) bonus hours per month to compensate them for the additional time off given to street officers. Thus, it argues that the data cited by the City is irrelevant, since Police Officers who have not suffered an equivalent increase in their work load also benefitted from the schedule change granted to street officers. Therefore, the Association insists that its members are entitled to the benefit of the schedule change granted to the City Police.

The Association further maintains that the value of the schedule change granted to the Police may be given to Firefighters in the form of wage increases or benefit improvements. It contends that police and firefighters often accept smaller wage increases in order to gain additional time off. The Association claims that it is an accepted practice in public sector labor relations to compare the value of time off with the value of wage increases and other benefit improvements. Thus, it insists that the City's Firefighters are entitled wage increases and benefit improvements equivalent in value to the schedule change received by the Police. Therefore, the Association argues that pursuant to this statutory

criterion, its wage proposal is clearly reasonable and ought to be awarded.

The Association has proposed that the night differential paid to Firefighters performing their duties between the hours of 4:00 p.m. and 8:00 a.m., be increased from fifteen cents (\$.15) per hour to thirty cents (\$.30) per hour. It contends that its proposal concerning the night differential is supported by the relevant statutory criteria. The Association claims that comparable communities pay their firefighters an average night differential of ninety-seven cents (\$.97) per hour. It cites the following table in support of that assertion.

TABLE XVI

NIGHT SHIFT DIFFERENTIAL

<u>CITY</u>	<u>NIGHT SHIFT DIFFERENTIAL RATE</u>
ROCHESTER	\$.50 per hour for hours worked between 6 p.m. and 8 a.m. or 4 p.m. and 12 a.m.
YONKERS *	\$1.44 per hour.
BUFFALO	None
AVERAGE	\$.97
SYRACUSE	\$.15 per hour for hours worked between 4 p.m. and 8 a.m.
PERCENT BELOW AVERAGE	504%

\* The Yonkers night differential rate is calculated at 3.33% of salary plus longevity. The \$1.44 is the night differential paid to top-step firefighters after three years (\$44,104.68 Salary + \$1,323.14 Longevity = \$45,427.82; 3.33% is \$1,512.00 per year (2086 hours)).

(Table XVI to Association Brief at pg. 73)

The Association asserts that its members face the same

hazards, have the same qualifications and perform the same functions as the firefighters in these comparable communities. It also notes that it is proposing a night differential sixty-seven cents (\$.67) per hour less than the average night differential received by firefighters in these comparable jurisdictions. Thus, the Association argues that it is not requesting equality, but is only asking to be brought a small step closer to the level of benefits received by firefighters in these comparable communities. Therefore, it insists that its proposal concerning the night differential is clearly reasonable and ought to be awarded.

The Association has proposed that the current sick leave incentives be doubled to the following levels.

0 days off/year	-	\$600.00
1 day off/year	-	\$400.00
2 days off/year	-	\$200.00

It contends that its proposal regarding the sick leave incentive is supported by the relevant statutory criteria. The Association claims that Buffalo gives its firefighters eight (8) hours of credit for each two (2) month period of perfect attendance. It concedes that the other comparable communities provide no similar benefit. However, the Association asserts that this benefit improvement should be granted to offset some of the inequities in benefits that exist between those granted to Firefighters by the City and those granted to firefighters by comparable communities. Thus, it argues that its proposal concerning the sick leave incentive is reasonable and ought to be awarded.

Currently, the City's Firefighters receive longevity pay in

the amount of two hundred dollars (\$200) after ten (10) years of service and an additional two hundred dollars (\$200) after each succeeding five (5) years of service. The Association has proposed that the longevity benefit be improved to the following level.

Effective January 1, 1994:

\$200.00 after 8 years of service and an additional \$200.00 after each succeeding three year period.

Effective January 1, 1995:

\$300.00 after 8 years of service and an additional \$300.00 after each succeeding three year period.

It contends that its longevity benefit proposal is supported by the relevant statutory criteria. The Association maintains that the longevity pay provided to firefighters employed by comparable communities is, on average, more than twice as high as the longevity pay provided to Firefighters by the City. It cites the following table in support of that assertion.

TABLE XVII

LONGEVITY PAY

<u>CITY</u>	<u>AFTER 5 YEARS</u>	<u>AFTER 10 YEARS</u>	<u>AFTER 15 YEARS</u>	<u>AFTER 20 YEARS</u>
ROCHESTER	\$ 150.00	\$ 400.00	\$ 650.00	\$ 900.00
YONKERS *	0	1,323.00	2,646.00	3,969.00
BUFFALO	200.00	400.00	600.00	800.00
AVERAGE:	\$ 175.00	707.00	1,298.00	1,889.00
SYRACUSE	<u>0</u>	<u>200.00</u>	<u>400.00</u>	<u>600.00</u>

PERCENT BELOW AVERAGE	100%	320%	308%	317%
INCREASE TO OBTAIN AVERAGE	\$ 175.00	\$ 441.00	\$ 898.00	\$ 1,289.00

\* The longevity amounts for Yonkers represent 3%, 6%, and 9% of maximum top rated salary at 10, 15, and 20 years.

SOURCES: Collective Bargaining Agreements; International Association of Firefighters; Interest Arbitration Awards.

(Table XVII to Association Brief at pg. 78)

The Association asserts that its members face the same hazards, have the same qualifications and perform the same functions as the firefighters in these comparable communities. The Association further contends that the requested increase in longevity payments will provide an incentive for Firefighters to remain employed with the City. It alleges that this is beneficial to the City and its citizens because of the costs involved in training new recruits and the loss of valuable experience which results whenever a veteran Firefighter ceases employment. It also notes that it is proposing a longevity benefit less than the average longevity benefit received by firefighters in comparable jurisdictions. Thus, the Association argues that it is not requesting equality, but is only asking to be brought a small step closer to the level of benefits received by firefighters in comparable communities. Therefore, it insists that its proposal concerning the longevity pay is clearly reasonable and ought to be awarded.

The Association has proposed that the following provision

regarding hazard pay be added to the agreement.

Hazard Pay: Pay in the amount of 10% of a bargaining unit employee's base salary whenever the employee works on a shift at a time when:

(1) the staffing with respect to any company working that shift falls below the following:

Engine Company - Four (Three Firefighters & One Officer)  
Truck Company - Four  
Rescue Squad - Seven  
Squad 12 Co. - Eight; or

(2) less than 79 Association member are employed by the City to work that shift; or

(3) less than 451 Association members are employed by the City (and receiving a salary from the City) during the time he is working that shift.

\* The City shall have 2 months from the date of the award to hire 27 entry level firefighters in order to bring the total number of firefighters up to 451.

The Association points out that it is requesting hazard pay only if the City exercises its right to reduce the number of Firefighters it employs. It contends that the dangers to Firefighters from inadequate staffing are significant and well-documented. The Association also claims that understaffing increases the workload of the remaining Firefighters. It insists that its members are entitled to be compensated for the increased hazards and workload which will result from understaffing by the City. Therefore, the Association argues that its proposal concerning hazard pay is clearly reasonable and ought to be awarded.

Currently, the City pays its Firefighters eight (8) hours of pay for each of the thirteen (13) holidays provided under the Agreement. The Association has proposed increasing holiday pay to

twelve (12) hours of pay for each holiday. It concedes that its members are paid the highest rate of holiday pay when compared to other comparable communities. However, the Association asserts that this benefit improvement should be granted to offset some of the inequities in benefits that exist between the benefits granted to Firefighters by the City and the benefits granted to firefighters by comparable communities. Thus, it argues that its proposal concerning holiday pay is reasonable and ought to be awarded.

The current Agreement provides no additional compensation for Firefighters with Emergency Medical Training ("EMT"). The Association has requested that the following EMT compensation pool be established:

Emergency Medical Training Pool:

Establishing a pool of \$56,350 to be divided equally by all those bargaining unit employees who have been certified as EMTs or as Certified First Responders as of October 31, 1994 and a pool of \$75,258 for those similarly certified as of October 31, 1995, with the allocation being made no later than the last pay day of December of each year.

The payment of this benefit to eligible members will be made on a weighted scale as follows:

Certified First Responders:	1
Certified First Responders: D:	2
EMTs:	3

Under this weighing scheme, EMTs will receive 3 times the benefit that Certified First Responders will receive, and twice the benefit that Certified First Responders D will receive. Certified First Responders D will receive twice the benefit that Certified First Responders receive.

The Association maintains that it is undisputed that the City Fire Department's rescue/emergency medical service calls have

increased by more than six hundred percent (600%) between 1983 and 1993, from approximately 885 calls in 1983 to 6,219 calls in 1993. It contends that Firefighters with EMT certification are more adequately prepared to respond to such calls. The Association claims that its proposal will provide Firefighters with an added incentive to obtain EMT training. It asserts that this will greatly enhance the welfare of the public. Therefore, the Association argues that its EMT compensation proposal is clearly reasonable and ought to be awarded.

The Association has proposed that the City adopt the NFPA 1581 Standard on Fire Department Infection Control (1991 Edition). It contends that the City's Firefighters are exposed to communicable diseases in the performance of their duties and in the normal work environment. The Association asserts that adopting the NFPA Standard will help minimize the risk of exposure. Thus, it argues that its proposal in this regard is clearly reasonable and ought to be awarded.

During the hearing the Association argued that if any of its proposals were not awarded on the basis of maintaining parity between the City's Police Officers and Firefighters, then pursuant to the same principles of parity, the City's Firefighters were entitled to improvements in their terms and conditions of employment which are commensurate with the improvements the City granted to its Police Officers.

The Association notes that effective January 1, 1995, rank differentials for the City's Police Officers were increased by the

following amounts:

Sergeants - \$100.00

Lieutenants - \$200.00

Captains - \$300.00

Inspectors - \$400.00

The Association maintains that a commensurate increase in rank differentials for Firefighters would result in the following increases in Firefighter differentials:

Lieutenants - \$100.00

Captains - \$200.00

District Chiefs - \$300.00.

The Association also contends that effective January 1, 1994, a provision was added to the collective bargaining agreement between the City and its Police Officers which provided that there would be no proration of furlough for either on or off duty injuries and/or illnesses. It claims that effective January 1, 1994, the City's Police Officers were provided with the right, at their option, to accumulate at time and one-half rates, up to a maximum total of one hundred and sixty (160) hours of compensatory time. The Association further asserts that upon ratification of the agreement between the City and its Police, which occurred approximately mid-1994, those parties eliminated the requirement that emergency or bereavement leave be taken as a continuous block of time off, should circumstances require additional flexibility and shall not include rest days. The Association insists that if its proposals are rejected on the basis of maintaining parity

between the City's Police and Firefighters, then the City's Firefighters must be awarded improvements in their terms and conditions of employment identical to the improvements that the City granted to its Police Officers.

The Association opposes the City's proposal to increase the annual health insurance deductibles paid by Firefighters from one hundred dollars (\$100) to one hundred and twenty-five dollars (\$125) for individual coverage and from two hundred dollars (\$200) to three hundred and seventy-five dollars (\$375) for family coverage. It contends that City Firefighters already pay higher annual health insurance deductibles than their counterparts in comparable communities. The Association cites the following data in support of that assertion.

TABLE VI \*

		BUFFALO	ROCHESTER	SYRACUSE
REQUIRED PREMIUM CONTRIBUTION	Single	-0-	-0-	\$ 6/Month
	Dependent:	-0-	-0-	\$15/Month
ANNUAL DEDUCTIBLE	Single:	\$100	-0-	\$100
	Family:	\$200	-0-	\$200

\* Data for Yonkers was not obtainable.

(Table VI to Association Reply Brief at pg. 74)

It also claims that the City has failed to submit any evidence which would justify an increase in health insurance deductibles.

Thus, the Association argues that the City's proposal to increase health insurance deductibles is unreasonable and ought to be rejected.

The Association opposes the City's proposals to reduce Firefighter vacation benefits and to restrict their secondary employment opportunities. It contends that these proposals were not presented during collective bargaining negotiations between the parties. The Association claims that these proposals were presented for the first time at the hearing in this interest arbitration. Therefore, it insists that it would be inappropriate for me to consider these proposals.

In all, the Association asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded.

The City, on the other hand, asserts that taking into consideration all of the relevant statutory criteria, its final offer is the more reasonable one. It notes that like the Association, it has proposed a two (2) year Agreement for the period January 1, 1994 through December 31, 1995.

The City has proposed a two percent (2%) across-the-board wage increase in base annual salaries effective on January 1, 1995, and a two percent (2%) across-the-board wage increase in base annual salaries effective on January 1, 1995. It maintains that its salary proposal is the most reasonable, taking into account all of the relevant statutory criteria set forth in the Taylor Law. The City asserts that its salary proposal, if awarded, would allow the

City to be competitive with comparable communities, while staying within its financial ability to pay.

With regard to the statutory criterion concerning comparisons with comparable communities, the City maintains that the ten (10) most populous cities in upstate New York, where Syracuse is located, are the appropriate universe for comparison. It contends that these comparable communities are Rochester, Buffalo, Albany Schenectady, Binghamton, Troy, Rome, Niagara Falls and Utica. The City points out that its position in this regard was endorsed by Arbitrator Stanley L. Aiges in an interest arbitration award dated April 13, 1983. It quotes the following language from that award in support of its position.

It is pointless, I believe, to compare the salary of a Police Officer in Syracuse with that of a Police Officer in, for example, East Hampton. Real measures of comparability should focus upon salaries in cities of roughly approximate size, geographical locale and population. In this case, the City has suggested that Syracuse police be compared to those of the ten largest upstate cities. That is, to Albany, Binghamton, Buffalo, Elmira, Niagara Falls, Rochester, Rome, Schenectady and Utica. I am satisfied that these cities provide a useful frame of reference.

(City Brief at pg. 14)

Thus, the City insists that the ten most populous cities in upstate New York are the relevant comparable communities.

The City maintains that the Association's universe of comparable communities is flawed. It rejects the Association's contention that the only relevant comparable communities are Buffalo, Rochester and Yonkers. The City points out that there is no language in the Taylor Law mandating that only cities with

populations between one hundred and twenty-five thousand (125,000) and one (1) million be compared. Thus, it argues that there is no statutory justification for the Association's attempt to exclude from comparison any city with less than one hundred and twenty-five thousand (125,000) inhabitants.

The City maintains that Yonkers is not an appropriate comparable community. It contends that salaries in Yonkers are heavily influenced by New York City and its prosperous Westchester County suburbs. The City claims that as a result, the salaries for public employees in Yonkers are significantly higher than the salaries for public employees in any upstate community. It notes that if Yonkers is deemed a comparable community, then all three upstate communities considered comparable to Yonkers by the Association, not just Syracuse, pay their firefighters a salary substantially below the average paid by Yonkers and these three (3) communities (Table XI to Association Brief at pg. 53). Thus, the City argues that the Association's universe of comparable communities is far too small and inappropriately includes one city, Yonkers, which is simply not comparable to Buffalo, Rochester or Syracuse.

The City cites the following data in support of its position that Yonkers is not a relevant comparable community.

EXHIBIT 4

COMPARISON OF BENCHMARK JOB TITLES IN YONKERS AND SYRACUSE  
(1994)

BARGAINING UNIT POSITIONS	YONKERS	SYRACUSE	% SYRACUSE IS BELOW YONKERS
Auto Mechanic	\$38,426	\$22,027	43%
Custodian II	\$36,745	\$19,760	46%
Typist I	\$25,647	\$16,816	34%
Typist II	\$26,863	\$18,243	32%
Administrative Assistant	\$33,745	\$22,766	33%
Accountant I	\$36,425	\$27,640	24%
<b>EXECUTIVE MANAGEMENT POSITIONS</b>			
City Manager/Mayor	\$102,879	\$76,491	26%
Police Comm./Chief	\$92,611	\$64,112	31%
Fire Comm./Chief	\$91,731	\$62,854	31%
1st Dep. Chief (Police)	\$88,753	\$60,633	32%
1st Dep. Chief (Fire)	\$90,000*	\$59,445	34%
<b>TOP STEP OFFICERS</b>			
*Police	\$40,814	\$35,068	14%
*Fire	\$42,187	\$35,068	17%

AVERAGE PERCENT DIFFERENCE= 30.5%

\* Police and Fire Figures are for 1993 (Source: Municipal Yearbook 1994).

(Exhibit No. 4 to City Brief at pg. 13)

It maintains that Yonkers pays, and always has paid, blue collar employees, white collar employees and executives, wages far in excess of the salaries paid to these groups of municipal employees by Syracuse. The City insists that there is no correlation, and never has been, between the salaries of Syracuse's municipal employees and the salaries of the municipal employees of Yonkers. Thus, it argues that Yonkers is not comparable to the City for Taylor Law purposes.

The City further maintains that its position regarding which New York cities are appropriate for comparison to Syracuse, is supported by an analysis of household income and per capita income in the cities the parties allege to be comparable to Syracuse. It cites the following data in support of its position.

**Median and Per Capita Income By City \***

	<u>Median Household Income</u>	<u>Median Household Income As A Percentage of Syracuse</u>
Albany	\$25,152	118%
Binghamton	20,891	93%
Buffalo	18,482	87%
Mount Vernon	34,850	164%
New Rochelle	43,482	205%
Niagara Falls	20,641	97%
Rochester	22,785	107%
Rome	24,234	114%
Schnectady	24,316	114%
Troy	23,362	110%
Utica	19,950	94%
Yonkers	36,376	171%
Syracuse	21,242	100%

	<u>Per Capita Income</u>	<u>Per Capita Income As A Percentage of Syracuse</u>
Albany	\$13,742	121%
Binghamton	12,106	107%
Buffalo	10,445	92%
Mount Vernon	15,835	140%
New Rochelle	23,745	209%
Niagara Falls	10,904	96%
Rochester	11,704	103%
Rome	11,171	98%
Schnectady	12,569	111%
Troy	11,704	103%
Utica	10,726	95%
Yonkers	17,484	154%
Syracuse	11,351	100%

\* Source: New York State Municipal Profiles 1993. Income figures are for 1989.

(Exhibit No. 1 to City Reply Brief at pg. 7)

The City contends that household incomes and per capita incomes in Yonkers and its Westchester County sister cities of Mount Vernon and New Rochelle, are widely out of line with the household incomes and the per capita incomes in New York's ten (10) most populous upstate communities. Therefore, the City insists that those ten (10) upstate communities are the relevant universe for comparison and that Yonkers is not an appropriate comparable community.

The City points out that its position in this regard was

endorsed by Arbitrator Dana E. Eischen in an interest arbitration award dated March 7, 1979. It quotes the following language from that award in support of its position.

Turning to comparability data, the Union insists that the pertinent sphere of comparability is three New York State municipalities: Buffalo, Rochester, and Yonkers; whereas the City advances ten Upstate cities for comparison: Rochester, Schenectady, Buffalo, Binghamton, Niagara Falls, Troy, Elmira, Albany, Utica, and Rome. Considerations of size, labor market parameters, location and population density, suggests to me that the sample of ten Upstate cities is a more accurate comparability measurement in this case.

(City Brief at pg. 14)

Thus, the City argues that Yonkers is not an appropriate comparable community.

The City maintains that the salaries it pays to its top step Firefighters compare favorably to the salaries paid to top step firefighters by the relevant comparable communities. It cites the following data in support of that assertion.

EXHIBIT 21

COMPARISON OF UPSTATE  
NEW YORK MAJOR CITY FIRE CONTRACTS

<u>City</u>	<u>Effective Date</u>	<u>Top Step Salary</u>
Rochester	7/1/92	\$39,157
Buffalo	7/1/93	\$37,078
Albany	1/1/93	\$36,929
Schenectady	1/1/93	\$36,777
Binghamton	1/1/93	\$34,114
Troy	1/1/93	\$33,846

Rome	1/1/93	\$32,865
Niagara Falls	1/1/93	\$32,137
Utica*	N/A	N/A
	Average =	\$35,363
Syracuse	7/1/93	\$35,068

\* The City of Utica and its firefighters are awaiting an interest arbitration award for the period 4/1/92 - 3/31/94.

(Exhibit No. 21 to City Brief at pg. 66)

Thus, it argues that the City's wage proposal is clearly reasonable and ought to be awarded.

The City maintains that it is inappropriate to draw comparisons, as the Association has done, between the starting salaries paid to Firefighters by the City and relevant comparable communities. It contends that the starting salary paid to Firefighters by the City is much lower than the salary paid by the City to Step 1 Firefighters. The City claims that the starting salary it pays to Firefighters has intentionally been kept artificially low. Thus, it insists that the starting salary paid by the City to Firefighters reflects the past negotiating decisions of the parties to keep the starting rates low in order to free up money to finance other benefits enjoyed by more senior Firefighters. In addition, the City notes that it has never had a problem attracting an abundance of applicants for beginning firefighter positions. Therefore, the City argues that the starting salaries paid to beginning firefighters are an inappropriate point of comparison.

The City maintains that the salaries it pays to its

Firefighters compare favorably to the salaries paid to firefighters nationwide. It contends that this is an appropriate comparison because the skills, training and hazards for firefighters throughout the nation are similar to those of City Firefighters. The City claims that as of January 1, 1993, the median top step salary for firefighters nationwide was \$30,710 and that the average length of time required to reach this top step salary was six (6) years. It asserts that in Syracuse the top step Firefighter salary was \$35,068 and that it was reached after only five (5) years of service. Thus, the City argues that the salary it pays its Firefighters exceeds the national average.

The City maintains that the salaries it pays to its Firefighters compare favorably to the salaries paid to firefighters in United States cities with populations between 100,000 and 249,999. It contends that the salaries paid to Firefighters by the City exceed the national figure for cities with a similar population by six hundred and twenty-eight dollars (\$628). Moreover, the City again claims that it takes its Firefighters one (1) less year to reach the top salary step.

Thus, the City maintains that regardless of whether its Firefighters are compared to firefighters throughout the nation or only to firefighters in United States cities with a population similar to Syracuse's, in each case the salaries paid to City Firefighters compare favorable to those paid to their counterparts nationwide. Therefore, the City insists that its wage proposal is reasonable and ought to be awarded.

The City maintains that the salaries it pays to its Firefighters compare favorably to the salaries paid to employees in the private sector. It contends that between 1980 and 1993, the increases in City Firefighter salaries exceeded by far the increases in private sector salaries. The City cites the following data in support of its position.

EXHIBIT 22

**FIRE WAGES v. NATIONAL PRIVATE SECTOR INCREASES**

<u>YEAR</u>	<u>ALL MANUFACTURING INDUSTRIES-WEEKLY</u>	<u>FIRE</u>	<u>FIRE AS PERCENT OF ALL MANUFACTURING</u>
1980	\$288.62	\$341.11	118.19%
1981	\$317.60	\$368.40	115.99%
1982	\$330.65	\$398.31	120.46%
1983	\$354.48	\$420.21	118.54%
1984	\$373.22	\$443.33	118.79%
1985	\$385.56	\$467.71	121.31%
1986	\$396.01	\$493.44	124.60%
1987	\$406.31	\$523.05	128.73%
1988	\$417.99	\$554.44	132.64%
1989	\$429.27	\$582.17	135.62%
1990	\$442.27	\$611.29	138.22%
1991	\$455.03	\$635.73	139.71%
1992	\$469.45	\$661.15	140.84%
1993	\$486.86	\$674.38	138.52%

**\* Source: BNA/COLLECTIVE BARGAINING NEGOTIATIONS AND CONTRACTS: Wage Patterns and Wage Data 18:381**

(Exhibit No. 22 to City Brief at pg. 70).

In addition, the City claims that during the past decade, increases in City Firefighter salaries have outstripped both the Consumer Price Index and the increases in private sector manufacturing wages. It cites the following data in support of those assertions.

EXHIBIT 23

**COMPARISON OF INCREASES IN COST OF LIVING  
MANUFACTURING INDUSTRY WAGES & FIRE WAGES**

<u>YEAR</u>	<u>% INCREASE IN CPI-W</u>	<u>% INCREASE IN ALL MANUFACTURING WAGES</u>	<u>% INCREASE IN FIRE WAGE</u>
1984	3.40%	5.30%	5.50%
1985	3.50%	3.30%	5.50%
1986	1.50%	2.70%	5.50%
1987	3.60%	2.60%	6.00%
1988	4.00%	2.90%	6.00%
1989	4.80%	2.70%	5.00%
1990	5.20%	3.00%	5.00%
1991	4.10%	2.90%	4.00%
1992	2.90%	3.20%	4.00%
1993	2.80%	3.70%	2.00%
<b>TOTAL</b>	<b>35.80%</b>	<b>32.30%</b>	<b>48.50%</b>

(Exhibit No. 23 to City Brief at pg. 71)

The City contends that over the last ten (10) years, when the private sector was being devastated by layoffs and dislocations in manufacturing due to international competition, City Firefighters more than doubled their fifteen percent (15%) advantage in salaries over private sector workers to a booming thirty-eight percent (38%) salary advantage. Thus, it insists that based upon these comparisons, its wage proposal is clearly reasonable and ought to be awarded.

The City maintains that the salaries it pays to its Firefighters also compare favorably to the salaries it pays its other municipal employees. It cites the following data in support of that assertion.

EXHIBIT 24

**COMPARISON OF CITY WAGE INCREASES 1981-1993  
(PRINCIPAL CITY UNIONS)**

<u>Year</u>	<u>CSEA (White Collar)</u>	<u>AFSCME (Blue Collar)</u>
1981	6.80%	6.90%
1982	7.50%	6.30%
1983	5.00%	5.00%
1984	5.50%	5.00%
1985	5.50%	5.00%
1986	5.50%	5.50%
1987	4.00%	4.00%
1988	5.00%	4.25%
1989	4.50%	3.90%
1990	4.00%	2.64%
1991	0.00%	0.00%
1992	0.00%	0.00%
1993	5.00%	5.00%
<b>TOTAL</b>	<b>58.30%</b>	<b>53.49%</b>

<u>Year</u>	<u>AFSCME (Foreman)</u>	<u>IAFF (Fire)</u>	<u>PBA (Police)</u>
1981	7.80%	8.00%	8.00%
1982	7.39%	8.00%	8.00%
1983	5.10%	5.50%	5.50%
1984	5.00%	5.50%	5.50%
1985	5.00%	5.50%	5.50%
1986	5.00%	5.50%	5.50%
1987	4.00%	6.00%	6.00%
1988	5.00%	6.00%	6.00%
1989	4.50%	5.00%	5.00%
1990	4.00%	5.00%	5.00%
1991	0.00%	4.00%	4.00%
1992	0.00%	4.00%	4.00%
1993	5.00%	2.00%	2.00%
<b>TOTAL</b>	<b>57.79%</b>	<b>70.00%</b>	<b>70.00%</b>

(Exhibit No. 24 to City Brief at pg. 73).

The City contends that over the last thirteen (13) years, its Firefighters have received aggregate wage increases of between seventeen percent (17%) and eleven percent (11%) in excess of the aggregate wage increases granted to the City's unionized white collar and blue collar employees. Thus, it claims that it has been more than fair to its Firefighters. Therefore, the City insists that its wage proposal is reasonable and ought to be awarded.

The City rejects the Association's contention that under the Taylor Law, firefighter salaries may not legitimately be compared to the salaries of other public sector and private sector employees. It acknowledges that police and fire services are somewhat unique. However, the City contends that the Association's position is contrary to the explicit requirements of the Taylor Law. It notes that the Taylor Law requires interest arbitrators to compare the wages, hours and conditions of employment of the employees at issue (i.e., the City's Firefighters), with other employees generally in public and private employment in comparable communities. Thus, the City insists that the Taylor Law requires me to consider the terms and conditions of employment of public and private sector employees other than police officers and firefighters.

However, the City maintains that even if I were to only consider the wages paid to police officers, I would conclude that the City's wage proposal was appropriate. It contends that in 1993, the average salary paid to City Firefighters was greater than the average salary paid to City Police Officers. The City also

claims that in 1993, the average total annual cost of a City Firefighter was greater than the average total annual cost of a City Police Officer. It cites the following data in support of those assertions.

**COST TO CITY OF AVERAGE FIREFIGHTER**

**(Based on Calendar 1993 Costs)**

**A. Salaries Received by Employees**

Average Salary	\$36,080
(Top Step)	(\$35,068)

**B. Benefits Received by Employees**

Holidays	\$1,804
Longevity	\$430
Night Shift	\$180
Overtime	\$3,763
Sick Leave Incentive	\$157
Uniform Allowance	\$645

Subtotal	\$6,979
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**C. Other Fringe Benefits  
(excludes paid time off)**

Social Security	\$3,245
Retirement	\$8,165
Medical Insurance	\$7,162
Dental Insurance	\$555

Subtotal	\$19,126
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Total Annual Cost per Average Firefighter	\$62,185
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Total Annual Cost per Top Step Firefighter	\$60,837
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COST TO CITY OF AVERAGE PBA MEMBER

(Based on Calendar 1993 Costs)

A. Salaries Received by Employees

Average Salary	\$34,966
(Top Step)	(\$35,068)

B. Benefits Received by Employees

Holidays	\$1,750
Longevity	\$265
Night Shift Differential	\$141
Overtime	\$3,192
Court Pay	\$213
Sick Leave Incentive	\$135
Uniform Allowance	\$645

Subtotal	\$6,341
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C. Other Fringe Benefits  
(excludes paid time off)

Social Security	\$3,160
Retirement	\$6,371
Medical	\$6,455
Dental	\$443

Subtotal	\$16,779
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Total Annual Cost per Average Police Officer	\$58,086
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Total Annual Cost per Top Step Police Officer	\$58,199
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(Exhibit Nos. 1 and 2 to City Brief at pgs. 5-6)

Thus, the City argues that the salaries it pays to its Firefighters compare favorably to the salaries that the City pays to its Police.

The City also points out that it granted its Police Officers

a two percent (2%) wage increase effective January 1, 1994, and a two percent (2%) wage increase effective January 1, 1995. It notes that it is offering the City's Firefighters identical increases. Considering the evidence concerning Police Officer and Firefighter salaries cited above, the City argues that its wage proposal is clearly reasonable.

In summary, the City maintains that when all the appropriate comparisons are made, its wage proposal is clearly the most reasonable and ought to be awarded.

The City maintains that its wage proposal is the most reasonable with respect to the statutory criteria concerning the interests and welfare of the public and the financial ability of the City to pay for the parties' proposals.

The City maintains that it is in poor financial condition. It contends that the public would best be served by the modest wage increases the City has proposed. The City claims that it has steadily increased property taxes and that its residents cannot afford the radical increases in property taxes suggested by the Association. Thus, it argues that the City cannot afford the excessive wage increases proposed by the Association.

The City maintains that over the past thirty (30) years it has experienced an ongoing and disturbing decline in population. It contends that between 1960 and 1990, the City's population declined by thirty-two percent (32%) from 216,038 in 1960 to 163,860 in 1990. The City argues that this continuing loss of population is financially troublesome because it results in a loss of taxpayers

available to support the City's operations and services.

The City contends that it is required to maintain a balanced budget. It claims that it cannot engage in deficit spending to finance its municipal operations, nor incur debt except to fund capital projects. Thus, the City argues that the Mayor is required to cut City services whenever it becomes apparent that a budget deficit is going to occur. It asserts that 62.4% of the City's budget is allocated for employee wages and benefits. Therefore, the City insists that cutting the City's workforce is a primary option if a budget deficit develops.

The City notes that its current fiscal year runs from July 1, 1994 to June 30, 1995. It contends that its 1994-1995 budget has been in place since April 12, 1994. Thus, the City alleges that any wage increases awarded by me will have to be addressed in a budget which has already been adopted for a budget year that has almost expired.

The City points out that its 1994-1995 budget of \$326.13 million dollars, is made up of two (2) major components: a City School District Budget of \$174.56 million dollars and a City Municipal Budget of \$151.57 million dollars. The City maintains that the monies allocated to the school budget are under the control of an autonomous Board of Education and are not available to pay for general City expenses, such as Firefighter wages and benefits. It contends that the municipal budget is made up of several components and that only its General Fund, which totals \$123.3 million dollars is germane to this proceeding. The City

claims that its General Fund finances virtually all of the City's municipal operations, including the Police and Fire Departments, and that it is the ultimate source of any salary and benefit increases provided to the City's Firefighters.

The City maintains that sales taxes, property taxes and state aid account for over seventy-three percent (73%) of its General Fund's revenue sources. It cites the following data in support of that assertion.

EXHIBIT 5

CITY MUNICIPAL 1994/95 BUDGET GENERAL FUND REVENUE SOURCES

<u>Revenue Source</u>	<u>Revenue Budgeted</u>
City Share of County Sales Tax	\$46,768,902
State Aid *	\$24,857,939
Property Taxes	\$18,878,663
Departmental Income	\$10,938,499
Payments in Lieu of Taxes	\$ 9,030,991
Utilities Gross Receipts Tax	\$ 2,405,000
Interest on Deposit	\$ 2,400,000
Sale of Real Property	\$ 2,050,000
1993 Surplus	\$ 1,314,278
Miscellaneous	\$ 4,646,231
<hr/>	
TOTAL	<u>\$123,290,503</u>

\* Budgeted figure includes a budgeted increase in state aid of \$4,225,000 and an acceleration of state aid payments in the amount of \$2,237,717.

(Exhibit No. 5 to City Brief at pg. 20)

The City maintains that the largest single source of revenue funding its operations, including its firefighting services, is the City's share of Onondaga County's three percent (3%) sales tax. It acknowledges that the City's sales tax revenues grew by an average annual rate of five percent (5%) during the 1980s. However, the City insists that two (2) recent developments have halted the growth of its share of sales tax revenue. First, it contends that effective January 1, 1991, the Onondaga County Legislature revised its sales tax distribution formula in a manner which reduced the City's share of County sales tax receipts. The City claims that this revision in the distribution formula caused the City to lose approximately \$7.3 million dollars in sales tax revenues between 1991 and 1993. Second, it alleges that sales tax revenues have been adversely affected by an economic recession which is still affecting the City. The City cites the following data in support of those assertions.

EXHIBIT 6

CITY SALES TAX REVENUE

<u>Year</u>	<u>City Sales Tax Revenue</u>	<u>Percent Change</u>
1989	\$46,420,028	--
1990	\$46,528,614	0.2%
1991	\$47,249,965	1.6%
1992	\$45,272,174	-4.2%
1993	\$46,037,359	1.7%

(Exhibit No. 6 to City Brief at pg. 24 and to City Reply Brief at pg. 10)

The City asserts that as a result of these two (2) factors, its sales tax receipts increased 1.6% in 1991, decreased by 4.2% in 1992, and then recovered slightly by 1.7% in 1993. It further asserts that the City's sales tax revenues have decreased by \$382,669 over the past five (5) years. It submits that when inflation is considered, it is clear that the City's sales tax revenues have significantly decreased in real dollars. Thus, the City insists that far from continuing to grow, its sales tax revenues are actually in decline. Therefore, it argues that sales tax revenues cannot be relied upon to pay for the excessive wage increases being sought by the Association.

The City maintains that unrestricted state aid accounts for twenty percent (20%) of the City's 1994-1995 General Fund revenue. It contends that the budgeted amount of \$24.86 million dollars, is well in excess of the average of eighteen to twenty (18-20) million dollars in annual state aid revenue received by the City during the last three years, when the State reduced its assistance to municipalities in order to cope with of billions of dollars in State deficits. The City claims that based upon its optimistic assessment that the State's financial crisis had ended, and a desire to regain the level of State aid the City had previously enjoyed, the City budgeted for an additional \$6.4 million dollars in state aid and for an accelerated payment of state assistance. However, it insists that it has no control over whether or when these monies will actually be received. Thus, the City asserts that, as with sales tax receipts, state aid revenues have not only

failed to increase, but have been reduced during recent years. Therefore, it argues that state aid revenues cannot be relied upon to pay for the unreasonable wage increases requested by the Association.

The City maintains that real property tax revenues account for 15.3% of its General Fund revenues. It concedes that they are technically within the City's power to control. However, the City contends that its property tax levy was set by law during the Spring of 1994. It argues that in practical terms, it is beyond the City's power to retroactively increase property tax levels which already have been set.

In addition, the City maintains that its property owners already have been required to pay their share of the City's increased costs. It contends that the City's 1994-1995 tax levy increased property taxes by thirty percent (30%) over the 1993 level. Moreover, the City claims that the tax rate per \$1000 of assessed valuation supporting the General Fund in 1994, was increased by 34.3% over the 1993 tax rate. Thus, it argues that the average property owner has paid more than a fair increase in City taxes.

The City maintains that these increases in real property tax rates have resulted partially from the fact that the City's assessed tax base has been declining steadily since 1985. It cites the following data in support of that assertion.

EXHIBIT 7

CITY REAL PROPERTY TAX ASSESSMENT BASE

<u>Budget Year</u>	<u>Assessment Base for General City Purpose</u>
1985	\$449,261,218
1986	\$445,971,314
1987	\$446,642,823
1988	\$444,488,584
1989	\$444,225,081
1990	\$429,418,707
1991	\$416,142,809
1992	\$399,933,392
1993	\$379,074,762
1994/95	\$366,889,637

(Exhibit No. 7 to City Brief at pg. 27)

The City contends that due to this decline in assessed valuation, its existing property tax rates generate less and less revenue each year. Thus, it argues that each year City property tax rates must be increased simply to raise the same amount of revenue that was received during the prior year.

The City asserts that this ever increasing tax burden is illustrated by the following data.

EXHIBIT 8

COMPARISON OF INCREASES IN COST OF LIVING,  
MANUFACTURING WAGES & PROPERTY TAXES

<u>YEAR</u>	<u>% INCREASE IN CPI-W</u>	<u>% INCREASE IN ALL MAUNFACTURING WAGES</u>	<u>% INCREASE IN PROPERTY TAXES</u>
1984	3.40%	5.30%	9.55%
1985	3.50%	3.30%	7.49%
1986	1.50%	2.70%	-5.57%
1987	3.60%	2.60%	3.95%
1988	4.00%	2.90%	4.60%
1989	4.80%	2.70%	7.79%
1990	5.20%	3.00%	7.02%
1991	4.10%	2.90%	10.21%
1992	2.90%	3.20%	7.75%
1993	<u>2.80%</u>	<u>3.70%</u>	<u>8.93%</u>
<b>TOTAL</b>	<b>35.80%</b>	<b>32.30%</b>	<b>61.72%</b>

(Exhibit No. 8 to City Brief at pg. 29)

The City maintains that its property owners have had their property tax burden increased at almost twice the rate of increase in the consumer price index. In addition, it contends that the increase in property tax rates have almost doubled the rate of increase in manufacturing wages. Thus, the City argues that it should not be required to impose an even greater burden on its property owners to pay for the excessive wage increases proposed by the Association.

The City further maintains that when its sales and property taxes are considered together, it is obvious that the City's residents have an extremely high tax burden. It cites the

following data in support of that assertion.

**Tax Revenues Per Capita \***

	<u>Sales Tax Revenue</u>		<u>Property Tax Revenue</u>		
	<u>Population</u>	<u>1993</u>	<u>1992</u>	<u>1993</u>	<u>1992</u>
<b>Buffalo</b>	328,123	46,096,909	44,504,054	80,580,293	60,493,000
<b>Rochester</b>	231,636	44,382,072	43,457,440	40,665,010	38,617,385
<b>Syracuse</b>	163,860	46,037,359	45,272,174	16,419,829	14,419,560
<b>Yonkers</b>	188,082	32,583,596	32,635,613	27,122,388	32,151,912

**Tax Revenue Per Capita**

	<u>1993</u>	<u>1992</u>
<b>Buffalo</b>	\$386	320
<b>Rochester</b>	367	354
<b>Syracuse</b>	381	364
<b>Yonkers</b>	317	344

\* Source: Data Contained in Table V of the Association's Reply Brief (pg. 42).

(Exhibit 3 to City Reply Brief at pg. 13)

The City maintains that it faces significant revenue shortfalls for 1994 which total approximately seven hundred thousand dollars (\$700,000). It contends that it has already utilized various one-time revenue sources and existing reserve accounts to keep the City's budget balanced and affordable to its taxpayers. Thus, the City claims that its fiscal foundation continues to erode.

The City maintains that this problem is best illustrated by

the declining balance in its surplus account. It cites the following data in support of that assertion.

EXHIBIT 9

**CITY GENERAL FUND BUDGET SURPLUSES**

<u>Budget Year</u>	<u>Surplus Balance</u>
1991	\$10,018,451
1992	\$7,805,658
1993	\$5,629,783
1994/95	\$1,314,278

(Exhibit No. 9 to City Brief at pg. 32).

The City asserts that sound municipal accounting principles require the City to maintain a healthy surplus to shore up subsequent City budgets. It argues that the City's surplus account has reached a dangerously low level. Thus, the City insists that neither its surplus account nor other one-time revenue sources are available to fund the unreasonable wage increases requested by the Association.

The City also maintains that it is plagued by problems on the expenditure side of its 1994-1995 budget. It contends that the following chart provides a breakdown of the expenditures in the 1994-1995 General Fund Budget.

EXHIBIT 10

CITY MUNICIPAL 1994/95 GENERAL FUND EXPENDITURES

<u>Expenditure Item</u>	<u>Expenditure Budgeted</u>
Public Works Department	\$24,220,696
Police Department	\$21,934,490
Fire Department	\$20,280,804
All Other Departments	\$14,110,016
Fringe Benefits	\$25,364,248
Debt Service	\$11,964,481
Cash Capital Allocation	\$ 3,553,700
Judgements and Claims	\$ 400,000
City Share of Local Assessments	\$ 300,000
All Other Expenses	\$ 1,162,068
<hr/>	
TOTAL	<u>\$123,290,503</u>

(Exhibit No. 10 to City Brief at pg. 35)

The City claims that it has a limited ability to make budget adjustments on the expenditure side of its budget without adversely affecting the level of services delivered to City residents. Moreover, it asserts that City expenditures for garbage disposal and Police Officer and Firefighter retirement benefits are running more than two (2) million dollars over budget, thereby creating additional financial difficulties for the City. Thus, the City argues that an examination of its current expenditures also demonstrates that it cannot afford the unreasonable wage increases proposed by the Association.

The City maintains that its bleak assessment of its financial

condition is supported by the findings of the Ridings Commission. It contends that the Commission's Report projected a budget deficit in excess of \$14 million for the City's General Fund Budget for fiscal year 1995-96 (Exhibit A to Association Reply Brief at pg. 1). The City further claims that the Report found that state aid and sales tax revenues, the City's two largest sources of revenue, had been drastically reduced and were unlikely to rebound in the foreseeable future (Id. at 2). It also asserts that the Report noted that the City had been forced to balance its budget by tapping one-time, non-recurring revenue sources (Id.). Thus, the City insists that the Report illustrates its dire financial condition and establishes that the City must take drastic steps to keep from sliding into a financial abyss.

In summary, the City maintains that its financial condition is poor. It contends that its traditional sources of revenue are either stagnant or shrinking and that the City faces significant shortfalls on the revenue side of its budget. On the expenditure side, the City claims that it has significantly underestimated its expenditures, primarily those for Police and Firefighter retirement benefits. As a result, it alleges that the city is facing a budget shortfall for 1994-1995 in the range of \$2.7 million dollars. The City further asserts that if \$2.24 million dollars in accelerated state aid is not received by June 30, 1995, the City will be faced with a \$5 million dollar budget deficit. Thus, the City argues that it cannot afford the excessive wage and benefit increases proposed by the Association and that an award of those requested

increases would be contrary to the interests and welfare of the public. Therefore, it insists that these statutory criteria justify awarding the wage increase proposed by the City.

The City maintains that the statutory criteria concerning the peculiarities of the firefighting profession, do not justify awarding the unreasonably large wage increases proposed by the Association. It concedes that firefighting is hazardous and requires well-qualified individuals and continuous training. The City also acknowledges that its Firefighters meet these job qualifications and face these hazards. However, the City argues that the evidence concerning these statutory criteria are outweighed in this proceeding by the evidence concerning comparisons in terms and conditions of employment, the City's ability to pay and the interests and welfare of the public.

The City also maintains that its Firefighters face less hazardous working conditions than their counterparts in Rochester, Yonkers and Buffalo. It contends that the City is the smallest of this allegedly comparable communities in terms of population and the third smallest in terms of area. Thus, the City argues that the likelihood of fires is less in Syracuse than in these other communities. In addition, the City claims that Syracuse has the most firefighters per thousand (1,000) residents of any of these four cities. It cites the following data in support of that assertion.

EXHIBIT 11

FIRE EMPLOYEES PER THOUSAND POPULATION

Rochester -	2.23
Yonkers -	2.32
Buffalo -	2.67
Syracuse -	2.77

(Exhibit No. 11 to City Brief at pg. 41)

Thus, the City insists that firefighting is less hazardous in Syracuse than in Buffalo, Rochester or Yonkers.

The City maintains that the statutory criterion concerning the history of past negotiations between the parties also supports the reasonableness of the its wage proposal. The City contends that historically parity principles have resulted in the City's Firefighters and Police being granted the same wage increase. It cites the following data in support of that assertion.

EXHIBIT 13

WAGE INCREASE HISTORY  
FOR POLICE AND FIRE  
FROM 1975-PRESENT

<u>DATE</u>	<u>POLICE INCREASES</u>	<u>FIRE INCREASES</u>
1975	9.60%	9.60%
1976	8.50%	8.50%
1977	4.50%	4.50%
1978	6.00%	6.00%
1979	3.60%*	3.60%*
1980	3.60%*	3.60%*
1981	8.00%	8.00%
1982	8.00%	8.00%
1983	5.50%	5.50%
1984	5.50%	5.50%
1985	5.50%	5.50%
1986	5.50%	5.50%
1987	6.00%	6.00%
1988	6.00%	6.00%
1989	5.00%	5.00%
1990	5.00%	5.00%

1991	4.00%**	4.00%**
1992	4.00%**	4.00%**
1993	2.00%	2.00%
1994	2.00%	
1995	2.00%	

\* Both Police and Fire received a total increase of 7.2% over the period 1979-80.

\*\* The 4% increases awarded by Arbitrator Sands were effective 12/31/92.

(Exhibit No. 13 to City Brief at pg. 45)

The City argues that this parity principle also should apply to the wage increases at issue in this dispute. It points out that it is undisputed that the Police were granted a wage increase identical to the increase now being proposed by the City for its Firefighters. Therefore, the City argues that the wage increase it is offering is reasonable and, pursuant to this statutory criterion, ought to be awarded.

The City rejects the Association's claim that its members are entitled to a wage increase larger than the increase granted to the Police because of changes agreed to by the City in police work schedules. First, it maintains that parity does not apply to every term and condition of employment agreed to by the City with its Police and Firefighters. Second, the City maintains that the schedule changes it negotiated with the Police were the result of changes in working conditions which were unique to the Police. Third, it insists that even if parity is applied to the schedule changes granted to the Police, the value of those changes may not be exchanged by Firefighters for salary increases or improved benefits. Thus, the City argues that the principle of parity does

not support the Association's request for unreasonably large wage increases.

The City maintains that historically parity has not applied to each and every item in the City's Agreements with its Firefighters and Police. It cites the following chart in support of that contention.

EXHIBIT 14

**POLICE & FIRE 1993 AGREEMENTS  
MAJOR DIFFERENCES IN TERMS AND BENEFITS**

- \* Pay for Officer Days -- Six paid officer days per year for police  
-- No similar provision for Fire
- \* Funeral Leave -- Fire receives maximum of three days  
-- Police receive maximum of four days
- \* Sick Leave -- Fire may take up to three one-day sick leave absences without receiving Fire Surgeon's approval  
-- No similar provision for police
- \* Group Life Insurance -- Fire premiums for retirees not paid by City  
-- Police premiums for retirees paid by City
- \* Automobile Allowance -- Fire employee, required to use their personal cars on a full time basis for City business, receive \$1,200 per year  
-- No similar provision for police  
-- Police have insurance rider reimbursement for up to \$150 per year  
-- No similar clause for Fire
- \* Dome Overtime -- Provisions for Police  
-- No similar provisions for Fire

- \* Pay for Union Conventions
  - Fire allotted up to 40 man days per year (480 hours)
  - Police allotted up to 28 man days per year (224 hours)
- \* Wage Reopener Clause
  - Fire Agreement contains reopener clause
  - No similar clause for police
- \* Out of Title Work Clause
  - Fire Agreement contains Out-of-Title-Work clause
  - No similar clause for police
- \* YZ Days Clause
  - Fire Agreement contains YZ days clause
  - No similar clause for police
- \* Bulletin Board Clause
  - Fire Agreement has Bulletin Board clause
  - No similar clause for police
- \* Moonlighting
  - Police may engage in secondary employment, not to exceed 20 hours per week, subject to City approval
  - No similar restrictions on Fire moonlighting
- \* Vacation
  - Fire receives substantially more vacation time than police

(Exhibit No. 14 to City Brief at pgs. 47-48)

The City acknowledges that parity is essential and must be maintained with respect to many terms and conditions of employment such as wages and common economic benefits, such as insurance contributions and uniform allowances. However, it contends that parity does not apply to terms and conditions of employment that

are unique to the bargaining unit in question. It quotes the following passage from an interest arbitration award by Arbitrator Eischen in support of its position.

I emphasize that the relationship [between the Police and Fire Agreements] has been in most respects one of comparability and parallelism, rather than mirror image identity. Inevitably, there are differences in working conditions which require contractual accommodations. Chief among these are vacation and leave time provisions which reflect the different staffing and shift coverage patterns between the two uniformed services. (Unfortunately, some arbitral attempts to accomplish "parity" in these latter areas has resulted in essentially illogical "parodies" of one contractual provision or another). In one particular respect, however, --across-the-board increases--the pattern of absolute equality has prevailed since the bargaining relationships began.

(City Brief at pgs. 42-43)

The City maintains that chief among the items which are not subject to parity analysis is the scheduling of work, including changes in the work wheel for Firefighters and Police. It contends that City Firefighters work two (2) ten (10) hour days, followed by two (2) fourteen (14) hour nights, followed by four (4) days off, for a total of one hundred and seventy-three (173) days per year. The City claims that its Police work four (4) eight (8) hour days, followed by two (2) days off, for a total of two hundred and forty-three (243) days per year. Thus, it argues that Firefighter and Police work schedules are not equivalent and were historically designed to efficiently provide the different services each uniformed service must provide to the citizens of the City. The City asserts that any attempt to equate changes in one group's schedule with changes in the other group's schedule would be an

exercise in futility. Thus, it insists that parity principles are inapplicable to the change in police scheduling agreed to by the City in its most recent Agreement with the Police.

The City further maintains that the recent changes it agreed to in police schedules were designed to address major increases in police utilization which have not been reflected in firefighter utilization rates. It contends that violent crime is on the rise in the City. The City claims that between 1988 and 1993, the total hours the City Police spent responding to incidents increased by 77.7%. It cites the following data in support of that assertion.

EXHIBIT 15

POLICE UTILIZATION SUMMARY

<u>Year</u>	<u>Total Hours Spent Responding to Incidents</u>
1988	70,837
1989	96,775
1990	97,961
1991	102,491
1992	125,361
1993	125,875

Percentage Increase Total Working Hours 1988-1993 = 77.7%

(Exhibit No. 15 to City Brief at pg. 54)

The City also alleges that the number of drug arrests made by its Police Department has increased dramatically since 1980. It cites the following data in support of that assertion.

Syracuse Drug Arrests By Year \*

	<u>1980</u>	<u>1990</u>	<u>1993</u>
<b>Felony</b>	50	409	603
<b>Misdemeanor</b>	<u>68</u>	<u>358</u>	<u>503</u>
<b>Total</b>	<u>118</u>	<u>767</u>	<u>1,106</u>

\* Source: Ithaca Journal, February 22, 1995.

(Exhibit 4 to City Reply Brief at pg. 18)

The City asserts that over a similar period, the time spent responding to incidents by City Firefighters also increased, but not nearly to the same extent. It cites the following data in support of that assertion.

EXHIBIT 16

FIRE UTILIZATION SUMMARY

<u>Year</u>	<u>Total Hours Spent Responding to Incidents</u>
1988	21,300'
1989	19,411
1990	21,519
1991	23,273
1992	22,902
1993	27,235

Percentage Increase Total Working Hours 1988-1993 = 27.9%

(Exhibit No. 16 to City Brief at pg. 55)

Moreover, the City contends that the bulk of this increase has

resulted from a dramatic increase in EMS calls, which generally necessitate the deployment of only one (1) vehicle and two (2) Fire Officers (Exhibit No. 6 to City Reply Brief at pg. 21). It claims that the number of working fires, which are defined to include fires that represent a threat to life or property which are serious enough to require the deployment of two (2) engine companies, one (1) truck company, squad and rescue companies, and one (1) district chief, has dramatically decreased over the last twenty (20) years (Exhibit 7 to City reply Brief at pg. 22).

The City maintains that in light of these utilization figures and the unique scheduling needs of both its Police and Fire Departments, it decided to address the problem of greatly increased police utilization by changing police schedules and hiring more police officers. It contends that similar changes in firefighter scheduling and manpower were not needed to address the smaller increase in firefighter utilization. The City also asserts that the number of City Police Officers per thousand (1,000) residents has hovered consistently around the national average for the last eight (8) years. In contrast, it alleges that the number of City Firefighters has consistently exceeded the national average by almost twice as many firefighters per thousand (1,000) residents. Thus, the City insists that even if parity principles do apply to the scheduling of work, they cannot be applied in a vacuum. Therefore, it argues that since Police and Firefighter workloads have increased at different rates, parity does not dictate that the same changes be made in both Firefighter and Police schedules.

The City maintains that the principle of parity requires that a term and condition of employment in the Police Agreement be compared to the corresponding term and condition of employment in the Firefighter Agreement. It contends that if the concept of parity is to be applied properly, police scheduling must be compared to firefighter scheduling. The City claims that parity does not permit the comparison of police scheduling to firefighter wages or some other non-scheduling term and condition of employment. Thus, the City insists that the change it recently agreed to in police schedules does not justify the excessively large wage increases proposed by the Association.

In all, the City submits that its wage proposal takes into consideration the fair application of all of the relevant statutory criteria. It asks that its wage proposal be awarded.

The City also has proposed increasing the night shift differential paid to Firefighters from fifteen cents (\$.15) per hour to twenty cents (\$.20) per hour. It opposes the Association's request to increase the night shift differential to thirty cents (\$.30) per hour.

The City points out that it recently increased the night shift differential paid to its Police from fifteen cents (\$.15) per hour to twenty cents (\$.20) per hour. It maintains that the night shift differential is a form of compensation to which parity principles traditionally have been applied. The City argues that parity should continue to be applied to the night shift differential. Therefore, it insists that its proposal to increase the night shift

differential to twenty cents (\$.20) per hour is the most reasonable and ought to be awarded.

The Agreement provides the following schedule of sick leave incentives: zero days off per year -- \$300; one day off per year -- \$200; two days off per year -- \$100. Agreement at 24. The Association has requested that the sick leave incentive be doubled to produce the following schedule: zero days off per year -- \$600; one day off per year -- \$400; two days off per year -- \$200. The City has proposed increasing the sick leave incentive to produce the following schedule: zero days off per year -- \$400; one day off per year -- \$250; two days off per year -- \$100. In conjunction with this proposal, the City also proposes to delete the sentence in Article 11.3 of the Agreement which provides: "A unit member may take up to three one-day sick leave absences without having secured the Fire Surgeon's prior approval." (Agreement at pg. 23)

The City maintains that the Association's request to double the sick leave incentive is unsupported by the relevant statutory criteria. It contends that Rochester and Yonkers, two (2) of the three (3) allegedly comparable communities relied upon by the Association, do not provide their firefighters with any sick leave incentive. The City also points out that the Police did not receive any improvement in their sick leave incentive. Thus, it argues that based upon these factors, as well as the City's poor financial condition, the Association's request to double the sick leave incentive should be denied.

The City notes that its Firefighters are now permitted to take three (3) one (1) day sick leave absences per year without securing the Fire Surgeon's prior approval. It contends that a provision to that effect was included in the parties' Agreement on a trial basis as a result of an interest arbitration award by Arbitrator John Sands. It quotes the following provision from Arbitrator Sand's award in support of that assertion.

I am satisfied that, at least for a trial period in which the parties can monitor the incidence of such one-day absences, the [Association's request for one-day absences without the Fire Surgeon's approval] is well-taken. The parties can then address this issue in their negotiations for future contracts. I shall therefore direct that, for up to three one-day absences a year, bargaining unit personnel may take sick leave without securing the Fire Surgeon's prior approval. This does not affect the City's ability to monitor sick leave use and prevent abuse or, for reasonable cause, to require prior approval in individual cases.

(City Brief at pgs. 76-77)

The City maintains that there has been a dramatic increase in sick leave utilization by Firefighters since the introduction of the sick leave provision at issue. It cites the following data in support of that assertion.

EXHIBIT 25

SICK LEAVE UTILIZATION --  
ONE DAY ABSENCE

<u>Year</u>	<u>Table One Day Sick Calls</u>	<u>Percent Increase</u>
1992	403	--
1993	430	6.7%
1994	481	11.9%

(Exhibit No. 8 to City Reply Brief at pg. 27)

The City argues that this almost twenty percent (20%) increase in sick leave utilization over a two (2) year period, must be reversed by deleting the call-in provision. It notes that its offer to increase the sick leave incentive is linked to the deletion of this call-in provision.

The City opposes the increase in longevity pay requested by the Association. It maintains that the longevity benefit currently being provided by the City is comparable to the longevity benefit paid by Buffalo and Rochester, the City's two (2) largest upstate neighbors. For reasons noted above, the City claims that Yonkers is not an appropriate comparable community. The City further contends that its Police did not receive an increase in their longevity pay. It asserts that longevity is a compensation issue to which parity principles should be applied. The City also alleges that it has never had any problems attracting or retaining Firefighters. Thus, the City insists that longevity benefits need not be increased in order to retain experienced Firefighters. Therefore, the City argues that the Association's proposal to increase Firefighter longevity benefits is unsupported by the statutory criteria and should not be awarded.

The City opposes the Association's proposal concerning hazard pay. It maintains that it is a thinly veiled attempt to impinge upon the City's prerogative to set staffing levels. Therefore, the City insists that the Association's hazard pay proposal is a non-mandatory subject of bargaining. It further contends that the

firefighters in Buffalo, Rochester and Yonkers do not receive hazard pay. The City claims that its Police, the most relevant comparable group, also do not receive hazard pay. Thus, it argues that the Association's request for hazard pay must be denied because it is a non-mandatory bargaining demand and is unsupported by the relevant statutory criteria.

The City opposes the Association's request to increase Firefighter holiday pay. It maintains that it is undisputed that the City's Firefighters receive more holiday pay than their counterparts in Buffalo, Rochester and Yonkers. The City also contends that both its firefighters and its Police currently receive eight (8) hours pay for thirteen (13) holidays each calendar year. It insists that there is no reason to grant Firefighters an improvement in holiday pay, especially since Firefighters are granted more days off per year than the Police. Thus, the City argues that the Association's proposal to increase holiday pay is unsupported by the relevant statutory criteria and should not be awarded.

The City opposes the Association's proposal concerning additional compensation for Firefighters who have obtained EMT certification. It maintains that the proposal involves a significant expense at a time when the City's financial condition is bleak. The City also contends that its Police do not receive additional compensation for obtaining EMT certification. Therefore, the City argues that the Association's proposal regarding EMT certification pay is unsupported by the relevant

statutory criteria and should not be awarded.

The City opposes the Association's proposal concerning the National Fire Protection Association standard on fire department infection control. It maintains that this proposal was presented by the Association for the first time at the hearing in this interest arbitration. The City contends that proposals must be addressed in negotiations by the parties before they are presented to an interest arbitrator. Therefore, the City argues that this proposal by the Association must be denied.

The City has proposed increasing the annual health insurance deductible for individual coverage from one hundred dollars (\$100) to one hundred and twenty-five dollars (\$125) and for family coverage from two hundred dollars (\$200) to three hundred and seventy-five dollars (\$375). It maintains that it has negotiated identical annual health insurance deductibles with each of its major unions, including the Police. The City also contends that its medical insurance costs for Firefighters are extremely high and increasing every year. It cites the following data in support of that assertion.

EXHIBIT 26

MEDICAL INSURANCE

CURRENT COSTS

1992

MEDICAL INSURANCE

	<u>Family</u>	<u>Individual</u>	<u>Combined</u>
City Cost	\$2,569,085	\$242,345	\$2,811,430
Fire Contribution*	<u>\$67,500</u>	<u>\$4,370</u>	<u>\$71,870</u>
TOTAL	<u>\$2,636,585</u>	<u>\$246,715</u>	<u>\$2,883,300</u>
Percent Paid by City	97.43%	98.22%	97.5%
Percent Paid by Firefighters	2.57%	1.78%	2.5%

1993

MEDICAL INSURANCE

	<u>Family</u>	<u>Individual</u>	<u>Combined</u>
City Cost	\$2,829,349	\$260,134	\$3,089,483
Fire Contribution*	<u>\$69,092</u>	<u>\$4,586</u>	<u>\$69,092</u>
TOTAL	<u>\$2,898,441</u>	<u>\$264,720</u>	<u>\$3,158,575</u>
Percent Paid by City	97.61%	98.26%	97.81%
Percent Paid by Firefighters	2.39%	1.74%	2.19%

\* Currently, firefighters pay 415/month for dependent medical insurance and \$6/month for individual medical insurance.

(Exhibit No. 26 to City Brief at pg. 89)

Thus, the City argues that its health insurance proposal is reasonable and ought to be awarded.

The City has proposed the following provision which would restrict secondary employment by its Firefighters.

All employees who desire to engage in secondary employment must recognize that their primary duty, obligation, and responsibility is to the City Fire Department. Employees are subject to call at any time for emergencies, special assignments or extra duty, and no secondary employment may infringe upon this obligation.

Secondary employment shall be defined as all outside employment, including self-employment. No employee may engage in secondary employment, including self-employment, during the hours which constitute duty hours or outside such hours to the extent that such extra work affects, or is deemed likely to affect, his/her usefulness as an employee of the Department.

Firefighters may engage in secondary employment outside their regular hours of duty, not to exceed 20 hours per week, subject to approval of the Fire Chief, which approval will [not] be unreasonably withheld. A firefighter may not engage in secondary employment without the aforementioned approval, which must be written.

The City maintains that its Police are subject to moonlighting restrictions identical in substance to the restrictions being proposed for the Firefighters (City's Appendix at Exhibit B). It contends that parity principles should be applied to these moonlighting restrictions. The City asserts that this moonlighting provision would serve the public interest by ensuring that Firefighters afford the City their primary loyalty. However, it also alleges that this provision would permit Firefighters to

engage in a reasonable amount of secondary employment. Thus, the City argues that the restrictions it has proposed on secondary employment are reasonable and ought to be awarded.

The City has proposed reducing Firefighter vacation benefits. It maintains that vacation benefits for Firefighters significantly exceed Police vacation benefits, even though Firefighter vacation benefits were reduced in two (2) earlier interest arbitration awards. The City submits the following data in support of its position.

EXHIBIT 27

POLICE AND FIRE VACATION TIME

<u>Years of Service</u>	<u>Wheel Police Officers Hired Before 7/15/77</u>	<u>Wheel Firefighters Hired Before 7/15/77</u>
1 year	128	132
2 years	128	132
3 years	128	132
4 years	128	132
5 years	136	192
6 years	136	192
7 years	136	192
8 years	136	192
9 years	136	192
10 years	160	204
11 years	160	204
12 years	160	204
13 years	160	204
14 years	160	204
15 or more years	184	204

<u>Years of Service</u>	<u>Wheel Police Officers Hired After 7/15/77</u>	<u>Wheel Firefighters Hired After 7/15/77</u>
1 year	120	132
2 years	120	132
3 years	120	132
4 years	120	132
5 years	136	180
6 years	136	180
7 years	136	180
8 years	136	180
9 years	136	180
10 years	136	180
11 years	136	180
12 years	136	180
13 years	136	180
14 years	136	180
15 or more years	176	192

(Exhibit No. 27 to City Brief at pg. 92)

The City contends that parity principles should be applied to vacation benefits. Therefore, it argues that Police and Firefighter vacation benefits should be equalized by reducing Firefighter vacation benefits to a level commensurate with Police vacation benefits.

In all, the City asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded.

## OPINION

Several introductory comments are appropriate here. As Interest Arbitrator, under the parties' agreed upon procedure, I must adhere to the relevant statutory criteria set forth in Section 209 (4) (c) (v) of the Taylor Law. These criteria are:

a. comparison of 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) hazard of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of the 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.

Accordingly, and with these principles in mind, I turn to the facts of this dispute.

The Association explicitly has proposed a two (2) year Agreement. The City has proposed a two (2) year Agreement by proposing wage increases effective January 1, 1994 and January 1, 1995. This would result in an Agreement for the period January 1, 1994 through December 31, 1995. Since both the Association and the City have proposed a two (2) year Agreement, I have formulated this Award based upon a contract term of two (2) years.

In addition, a two (2) year Agreement makes good sense. First, an Award covering a two (2) year period will enable the parties involved in this preceding to have a period of time to resume their relationship free from the interruptions of collective bargaining. Second, it is important to note that an Award of only a one (1) year Agreement would require negotiations between the parties to begin immediately for a successor agreement. This would be unduly burdensome on both the City and the Association. Third, the parties' interest arbitrations historically have resulted in two (2) year agreements. Since 1975, when interest arbitrations were first permitted in New York as a means for resolving bargaining impasses involving police and fire officers, each of the parties' interest arbitrations has resulted in a two (2) year agreement (Exhibit No. 3 to City Brief at pg. 8). Thus, I concur with the parties' preference for a two (2) year Agreement.

I now turn to the remaining components of the parties' proposals. The Association has requested a six percent (6%) across-the-board wage increase in base annual salaries effective on January 1, 1995, and a six percent (6%) across-the-board wage increase in base annual salaries effective on January 1, 1995. The City has proposed a two percent (2%) across-the-board wage increase in base annual salaries effective on January 1, 1995, and a two percent (2%) across-the-board wage increase in base annual salaries effective on January 1, 1995.

After carefully considering the evidence and arguments submitted by the parties concerning the relevant statutory

criteria, I am persuaded, for the following reasons, that the City's wage proposal is the most reasonable. Therefore, it shall be awarded.

The first statutory criterion requires a comparison of wages, hours and conditions of employment of the City's Firefighters 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.

The Association maintains that the New York State communities of Buffalo, Rochester and Yonkers are the only jurisdictions comparable to the City of Syracuse for purposes of the comparisons mandated by this statutory criterion. It does so primarily because these communities, along with Syracuse, are the only cities in New York State with populations between one hundred and twenty-five thousand (125,000) and one (1) million inhabitants. The Association also relies upon several state laws in which the New York State Legislature chose to group cities with populations greater than one hundred and twenty-five thousand (125,000) and less than one (1) million inhabitants. It notes that if Buffalo, Rochester and Yonkers are the correct universe of comparable communities, then, regardless of whether the salaries of entry level Firefighters, top-step Firefighters, Lieutenants or Captains are compared, Syracuse Firefighter salaries will remain below the average salary paid by these comparable communities, even if the Association's wage proposal is awarded (Table XI to Association

Brief at pg. 53). Therefore, the Association insists that its wage proposal is clearly reasonable.

However, the Association is unpersuasive when it argues that Yonkers is comparable to Syracuse for purposes of the comparisons interest arbitrators are required to draw pursuant to the Taylor Law. Population is the only similarity between Yonkers and Syracuse relied upon by the Association in arguing that they are appropriate comparable communities. Similarities in population are certainly relevant in determining whether two (2) communities are appropriate comparable jurisdictions for purposes of the Taylor Law. However, population is not the only or even the most relevant criteria in determining the comparability of jurisdictions pursuant to the requirements of the Taylor Law. There is no language in the Taylor Law mandating that cities with similar populations be deemed comparable to one another. Nor is there any language in the Taylor Law mandating that cities with populations between one hundred and twenty-five thousand (125,000) and one (1) million inhabitants be compared with one another. If similarity in population among New York State communities were the only relevant factor in determining comparability, as the Association suggests, then the Taylor Law would mandate comparisons between employees in communities with similar populations. However, it does not. The Taylor Law mandates that comparisons be drawn between employees in comparable communities. Thus, we find that there is no statutory justification for deeming Yonkers comparable to Syracuse on the basis of their populations alone.

Determinations regarding the comparability of communities for purposes of the comparisons required by the Taylor Law, must focus on factors other than population alone, such as geographical location, per capita income, household income, cost of living and salaries paid to other employees in the community. Here, the evidence submitted by the City establishes that Yonkers is not an appropriate comparable community for purposes of the comparisons mandated by the Taylor Law. That evidence establishes that salaries in Yonkers, unlike salaries in Syracuse and other upstate New York communities, are heavily influenced by the proximity of Yonkers to New York City and its prosperous Westchester County suburbs.

In 1989 the median household income in Syracuse was \$21,242 (Exhibit No. 1 to City Reply Brief at pg. 7). This was similar to the average median household income in New York State's ten (10) most populous upstate communities, including Syracuse, which ranged from a high of \$25,152 in Albany to a low of \$18,482 in Buffalo (Id.). In 1989, the median household income in Yonkers was \$36,376 (Id.). Thus, in 1989, the median household income in Yonkers was more than seventy percent (70%) greater than the median household income in Syracuse. In addition, the range in median household incomes between New York State's ten (10) most populous upstate communities ( $\$25,152 - \$18,482 = \$6,670$ ), was substantially less than the difference in median household incomes between Syracuse and Yonkers ( $\$36,376 - \$21,242 = \$15,134$ ).

Similarly, in 1989 the per capita income in Syracuse was

\$11,351 (Exhibit No. 1 to City Reply Brief at pg. 7). This was similar to the average per capita income in New York State's ten (10) most populous upstate communities, including Syracuse, which ranged from a high of \$13,742 in Albany to a low of \$10,445 in Buffalo (Id.). In 1989, per capita income in Yonkers was \$17,484 (Id.). Thus, in 1989, per capita income in Yonkers was more than fifty percent (50%) greater than the per capita income in Syracuse. In addition, the range in per capita incomes between New York State's ten (10) most populous upstate communities (\$13,742 - \$10,445 = \$3,297), was substantially less than the difference in per capita incomes between Syracuse and Yonkers (\$17,484 - \$11,351 = \$6,133).

The evidence also establishes that Yonkers pays both its blue collar and white collar employees wages far in excess of the wages paid to their counterparts in Syracuse. Automobile mechanics employed by Syracuse are paid salaries forty-three percent (43%) below the salaries paid by Yonkers to its automobile mechanics (Exhibit No. 4 to City Brief at pg. 13). Custodians employed by Syracuse are paid salaries forty-six percent (46%) below the salaries paid to custodians by Yonkers (Id.). Accountants employed by Syracuse are paid salaries twenty-four percent (24%) below the salaries paid by Yonkers to its accountants (Id.). Substantial differences also exist between the salaries paid by Syracuse and Yonkers to their Police Officers and Firefighters (Id.). Thus, we find that there is no correlation between the salaries paid to municipal employees by Syracuse and the salaries paid to municipal

employees by Yonkers.

Even more telling is the fact that if Yonkers is found to be comparable to Syracuse, Rochester and Buffalo, then all three (3) of these upstate New York communities, and not just Syracuse, would be paying their firefighters a salary substantially below the average salary paid by Yonkers and these three (3) upstate communities (Table XI to Association Brief at pg. 53). The salaries paid by Yonkers to its municipal employees are so much higher than the salaries paid to municipal employees by any upstate New York community, that the salaries paid by any three (3) upstate New York communities will always seem deficient if those communities are deemed comparable to Yonkers. This use of Yonkers, a non-comparable suburb of New York City, to argue for increasing the salaries paid by upstate New York communities to their municipal workers, including their firefighters, simply cannot be justified.

Accordingly, based upon geographical location, population, median household income, per capita income and salaries paid to a cross section of both white collar and blue collar municipal employees, we find that Yonkers is not comparable to Syracuse for purposes of the comparisons which must be drawn pursuant to the Taylor Law.

The City maintains that the ten (10) most populous cities in upstate New York, where Syracuse is located, are the appropriate universe of comparable jurisdictions for purposes of the comparisons required to be drawn by the Taylor Law. It contends

that these comparable communities are Rochester, Buffalo, Albany, Schenectady, Binghamton, Troy, Rome, Niagara Falls and Utica.

Based upon the record evidence, we find that these nine (9) upstate New York communities are all comparable to Syracuse for purposes of the comparisons mandated by the Taylor Law. Like Syracuse, these communities are all located in upstate New York. As noted above, the median household incomes and per capita incomes of the residents of these communities are similar to the median household incomes and per capita incomes of the residents of Syracuse. Although not identical, we also find that considering the other evidence of comparability, the populations of these nine (9) upstate New York communities, which range from approximately fifty thousand (50,000) to three hundred and thirty thousand (330,000), are similar enough to the population of Syracuse (163,860) to justify a finding of comparability (Table I to Association Reply Brief at pg. 14). Thus, we find that Rochester, Buffalo, Albany, Schenectady, Binghamton, Troy, Rome, Niagara Falls and Utica are appropriate comparable communities for the purposes of the comparisons required to be drawn by the Taylor Law.

On average, these comparable communities paid their top-step Firefighters a salary of \$35,363 in 1993 (Exhibit No. 21 to City Brief at pg. 66). The City paid its top-step Firefighters a salary of \$35,068 in 1993 (Exhibit Nos. 1 and 21 to City Brief at pgs. 5 and 66). The two percent (2%) across-the-board wage increase proposed by the City would result in a top-step Firefighter employed by the City earning a salary of \$35,769 in 1993. That

figure is \$406 above the average salary paid by these comparable communities to their top-step firefighters in 1993 (\$35,769 - \$35,363). The six percent (6%) across-the-board wage increase proposed by the Association would result in a top-step Firefighter employed by the City earning a salary of \$37,172 in 1993. That figure is \$1809 above the average salary paid by these comparable communities to their top-step firefighters in 1993 (\$37,172 - \$35,363). We find that there is no persuasive evidence in the record concerning comparability which would justify granting City Firefighters the salary increase requested by the Association, which would result in City Firefighters being paid a salary far in excess from the average salary paid by these comparable upstate New York communities to their firefighters. Thus, based upon the record evidence concerning the salaries paid to top-step firefighters by communities comparable to Syracuse, we find that the City's wage proposal is clearly the more reasonable.

The salaries the City pays to its Firefighters also compare favorably to the salaries the City pays to its Police Officers. In 1993, top-step City Firefighters were paid the same salary as top-step City Police Officers, i.e., \$35,068 (Exhibit Nos. 1 and 2 to City Brief at pgs. 5-6). However, in 1993, the City paid its Firefighters an average salary of \$36,080 and its Police Officers an average salary of \$35,068 (Id.). Thus, in 1993, the City paid its Firefighters higher salaries on average than it paid to its Police Officers.

It is undisputed that the City granted its Police Officers a

two percent (2%) across-the-board wage increase effective January 1, 1994, and a two percent (2%) across-the-board wage increase effective January 1, 1995. That is precisely the increase the City is now offering to its Firefighters. Indeed, as noted above, the City's Firefighters have received the same percentage wage increases as the City's Police Officers since at least 1975 (Exhibit No. 13 to City Brief at pg. 45). Thus, we find that based upon a comparison with the salaries paid and the increases granted to the City's Police Officers, the City's wage proposal to its Firefighters is clearly reasonable.

The wage increases offered by the City to its Firefighter also are reasonable when compared to the increases the City has granted to its non-uniformed unionized municipal employees. From 1981 through 1993, the City granted its unionized blue collar employees wage increases totaling 53.49%, granted its unionized foreman wage increases totaling 57.79%, and granted its unionized white collar employees wage increases totaling 58.30% (Exhibit 24 to City Brief at pg. 73). In the same period of time, the City granted its Firefighters wage increases totaling 70% (Id.). Thus, over the last thirteen (13) years, the City's Firefighter have received aggregate wage increases of between seventeen percent (17%) and eleven percent (11%) in excess of the aggregate wage increases granted by the City to its unionized white collar and blue collar employees. Awarding the City's Firefighters the six percent (6%) across-the-board wage increases being sought by the Association, would only serve to exacerbate this disparity further. Thus, we

find that the wage increases being proposed by the City are clearly reasonable when compared to the increases which the City has granted to its non-uniformed unionized employees since 1981.

The Association is unpersuasive when it argues that it is inappropriate to compare firefighters with other municipal employees. Certainly the job duties and responsibilities of firefighters are unique. They are different from the job duties and responsibilities of police officers and even more different from the job duties and responsibilities of non-uniformed municipal employees. Thus, comparisons between the salaries of firefighters in comparable communities are clearly the most relevant comparisons that can be drawn pursuant to the statute. However, this does not mean that comparisons between firefighters, police officers and other municipal employees in comparable communities, are irrelevant to this dispute. The Taylor Law explicitly requires interest arbitrators to compare the wages, hours and conditions of employment of the employees at issue (i.e., the City's Firefighters), with other employees generally in public employment in comparable communities. Thus, the Taylor Law requires us to consider the terms and conditions of employment of police officers and other public sector employees in comparable communities. Therefore, the wages paid and increases granted to the City's Police Officers and its other unionized employees are clearly relevant to this dispute.

Thus, for all of the above reasons, we find that the record evidence concerning comparability supports awarding the wage

increases proposed by the City.

The next criterion requires an evaluation of the interest and welfare of the public and the financial ability of the public employer to pay. The City has made a compelling case that it is not flush with money. That is, any substantial increase in Firefighter wages will necessarily result in either the cost of that increase being shifted to the City's residential taxpayers or a reduction in other important municipal services. Moreover, the evidence shows that the sales tax and property tax burdens on the City's residents are already quite high and that the City's residents can ill afford further tax increases. Thus, the following analysis of the relevant evidence concerning this statutory criterion, demonstrates that it this statutory criterion also justifies awarding the City's wage proposal.

The record reflects that over the past thirty (30) years the City has experienced a disturbing decline in population. Between 1960 and 1990, the City's population declined by thirty-two percent (32%) from 216,038 in 1960 to 163,860 in 1990 (City Brief at pgs 3-4 and fn. 3). This loss of population is financially troublesome for the City because it results in a loss of taxpayers available to support the City's operations and services.

It is also undisputed that the City is required to maintain a balanced budget (City Brief at pg. 16-17 quoting Article 6, Section 6-103 of the Syracuse City Charter). The City cannot engage in deficit spending to finance municipal operations, nor incur debt except to fund capital projects. Thus, the City is required to cut

services whenever it becomes apparent that a budget deficit is going to occur.

The City's budget is made up of two (2) major components: its School District Budget and its Municipal Budget. The monies allocated to the school budget are under the control of an autonomous Board of Education and are not available to pay for general City expenses, such as Firefighter wages and benefits. The City's General Fund, which is part of its Municipal Budget and which totaled \$123.3 million dollars in fiscal year 1994-1995, finances virtually all of the City's municipal operations, including its Police and Fire Departments (Exhibit Nos. 5 and 10 to City Brief at pgs. 20 and 35). Thus, the City's General Fund is the ultimate source of any salary and benefit increases provided to the City's Firefighters.

Sales taxes, property taxes and state aid generated over seventy-three percent (73%) of the revenue for the City's General Fund in fiscal year 1994-1995. The following data reflects those revenue sources.

**CITY MUNICIPAL 1994/95 BUDGET GENERAL FUND REVENUE SOURCES**

<u>Revenue Source</u>	<u>Revenue Budgeted</u>
City Share of County Sales Tax	\$46,768,902
State Aid *	\$24,857,939
Property Taxes	\$18,878,663
Departmental Income	\$10,938,499
Payments in Lieu of Taxes	\$ 9,030,991
Utilities Gross Receipts Tax	\$ 2,405,000

Interest on Deposit	\$ 2,400,000
Sale of Real Property	\$ 2,050,000
1993 Surplus	\$ 1,314,278
Miscellaneous	\$ 4,646,231

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TOTAL	<u>\$123,290,503</u>
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\* Budgeted figure includes a budgeted increase in state aid of \$4,225,000 and an acceleration of state aid payments in the amount of \$2,237,717.

(Exhibit No. 5 to City Brief at pg. 20)

The evidence presented by the City persuasively demonstrates that the City has no realistic prospect of increasing its revenue from these sources.

The City's largest source of revenue for funding its operations, including its firefighting services, is the City's share of Onondaga County's sales tax. The evidence demonstrates that this is not a growing source of revenue. The following chart reflects the amount of sales tax revenue available to the City since 1989.

CITY SALES TAX REVENUE

<u>Year</u>	<u>City Sales Tax Revenue</u>	<u>Percent Change</u>
1989	\$46,420,028	--
1990	\$46,528,614	0.2%
1991	\$47,249,965	1.6%
1992	\$45,272,174	-4.2%
1993	\$46,037,359	1.7%

(Exhibit No. 6 to City Brief at pg. 24 and to City Reply Brief at pg. 10)

The evidence shows that the City's sales tax revenues in 1993 were less than the City's sales tax revenues in 1989, 1990 and 1992. Based upon the fact that the City's sales tax revenues increased by 1.7% in 1993, after a drastic drop of 4.2% in 1992, the City has optimisticly assumed that its sales tax revenues would increase by 1.6% to \$46,768,902 in fiscal year 1994-1995 (Exhibit No. 5 to City Brief at pg. 20). Clearly, the City has not underestimated its potential for sales tax revenue in fiscal year 1994-1995. The City has assumed for budgeting purposes a percentage increase in its sales tax revenue which is larger than the average increase it has enjoyed since 1989, even if the one (1) year of decrease in sales tax revenue is excluded from consideration. Thus, the record evidence does not support the Association's suggestion that the City has underestimated the potential source of revenue available from sales taxes.

In addition, the evidence does not support the Association's suggestion that the City can and should generate additional revenue

by increasing its sales tax revenues. According to the Association's own data, the City generated \$276.28 in sales tax revenue per person in 1992 (Table V to Association Reply Brief at pg. 42). This was much higher than the amount of sales tax revenue per person generated by Buffalo (\$135.63), Rochester (\$187.61) and Yonkers (\$173.51) in 1992 (Id.). Similar disparities in sales tax revenues per person took place in 1993. The City generated \$280.95 in sales tax revenue per person in 1993 (Id.). Buffalo (\$140.48), Rochester (\$191.60) and Yonkers (\$173.24) generated much less in sales tax revenue per person in 1993 (Id.). Thus, the citizens and taxpayers of Syracuse are already subject to burdensome amounts of sales taxes when compared to the citizens and taxpayers of Buffalo, Rochester and Yonkers, the communities relied upon by the Association. Therefore, we find that it would be unduly burdensome on the residents of Syracuse for the City to generate additional revenue by increasing its sales tax.

Moreover, there is no evidence in the record that the City could unilaterally increase its sales tax, even if it were prudent to do so. It is undisputed that the City's sales tax revenues are actually a share of the County's sales tax receipts. The City has no authority to unilaterally increase the County's sales tax rate. Moreover, the City lacks the authority to unilaterally increase its share of the County's sales tax receipts.

Thus, for the above reasons, we find that sales tax revenues are not available to pay for the wage increases being sought by the Association.

State aid is the next largest source of revenue available to fund the wage increases proposed by the parties. Again, the evidence demonstrates that the City has not underestimated the amount of revenue from this source. To the contrary, one could argue that the City again has been optimistic. The City has anticipated receiving \$24.86 million dollars in state aid in fiscal year 1994-1995. This amount is at least four (4) million dollars in excess of the average annual amount of state aid revenue received by the City during the previous three (3) years, when the State reduced its assistance to municipalities in order to cope with billions of dollars in State budget deficits. In addition, increases in state aid are out of the City's control. Moreover, they are unlikely to be increased in the near future beyond the levels budgeted by the City. It is well known that the State is again faced with large budget deficits and seeking ways to reduce rather than increase spending. Thus, we find that increases in state aid beyond what the City has already budgeted, will not be available to pay for the wage increases proposed by the Association.

City property taxes are the third largest and most likely source of revenue available to fund the wage increases proposed by the parties. However, the evidence again demonstrates that this is not a promising source of increased revenue. The City's real property tax assessment base has steadily declined from \$449,261,218 in 1985 to \$366,889,637 in 1994 (Exhibit No. 7 to City Brief at pg. 27). Thus, the City's property tax base has declined

by more than eighteen percent (18%) during the last ten (10) years. As a result, the City has been forced to increase its property tax rates simply to generate the same amount of annual revenue from property taxes.

The evidence also establishes that the burden on the City's property tax owners has been steadily increasing. From 1983 to 1993 the City's property tax rates have increased in the aggregate by 61.72% (Exhibit No. 8 to City Brief at pg. 29). During the same time period, the consumer price index has increased in the aggregate by 35.80% (Id.). Thus, the percentage increase in the City's property tax rates has outstripped the percentage increase in the cost of living by over seventy percent (70%) from 1983 to 1993. Therefore, we find that increasing property taxes even further to pay for the wage increases requested by the Association, would be an unnecessary burden on the City's already overburdened property owners.

Other evidence in the record concerning the City's financial circumstances is similarly bleak. The City's General Fund budget surplus balance has declined from \$10,018,451 in 1991 to \$1,314,278 in 1994-1995 (Exhibit No. 9 to City Brief at pg. 32). That represents a decrease of more than eighty-five percent (85%) in less than five (5) years. In addition, the surplus component on the revenue side of the City's 1994-1995 General Fund Budget was approximately one (1) percent of the Budget's total revenue (\$1,314,278 divided by \$123,290,503) (Exhibit No. 5 to City Brief at pg. 20). We agree with the City that this is a low level of

surplus.

The Association is correct when it argues that the ability of the City to pay for the Association's wage proposal must be viewed in light of the importance of maintaining a high level of public safety. The interest and welfare of the public are best served when the City provides a fire department which is able to respond competently to life-threatening and/or property-threatening fires, hazardous conditions and medical and other emergencies. However, there is no evidence in the record which persuasively establishes that the wage increases requested by the Association are necessary to enable the City's Fire Department to competently fulfill its critical responsibilities. There is no evidence of excessive turnover in the City's Fire Department due to low salaries. Nor is there any evidence of low morale in the City's Fire Department due to inadequate wage rates. To the contrary, the evidence demonstrates that if the City's wage proposal is awarded, City Firefighters will be paid a salary higher than the salary paid on average to their counterparts in comparable jurisdictions. In addition, their salaries will be comparable to those of City Police Officers. Certainly, it is true that City Firefighters could earn more if they worked for the Yonkers Fire Department. However, if they did so, they would also be faced with the higher cost of living in Yonkers, a suburb of New York City. Regardless of whether that would be a wise trade off, there is no evidence that city Firefighters are leaving the City Fire Department to take jobs elsewhere. Thus, we find that the interest and welfare of the

public does not require awarding the wage increases proposed by the Association.

The Association also is unpersuasive when it argues that the City's financial condition is strong and that the City can afford to pay for the Association's wage proposal. The Association might be correct in noting that the City's sales tax revenues have climbed over one hundred and fifty-seven percent (157%) from 1976 to 1991, an average increase of over fifteen percent (15%) per year. However, that degree of growth in sales tax revenues has ceased. As noted above, City sales tax revenues have decreased by \$382,669 over the last five (5) years, from \$46,420,028 in 1989 to \$46,037,359 in 1993 (Exhibit No. 6 to City Brief at pg 24 and City Reply Brief at pg. 10). City sales tax revenues were less in 1992 than at any time since 1989 and have yet to recover to the level they reached in 1993. Thus, as explained above, we find that increases in the City's sales tax revenues will not be available to pay for the Association's wage proposal.

The Association is correct in noting that the City, like many other communities, including Buffalo, Rochester and Yonkers, has the legal right to substantially increase its property tax rates (Table V to Association Reply Brief at pg. 42). However, having the legal right to increase property tax rates should not be confused with the issue of whether a community can prudently afford to do so. As noted above, City property owners are already burdened by property tax rates that have increased at almost twice the rate of inflation from 1983 to 1993. Thus, we find that

further increases in the City's property tax rates to pay for the wage increases proposed by the Association, would not further the interest and welfare of the public. Therefore, we also find that increases in the City's property tax revenues are not available to pay for the wage increases requested by the Association.

The Association is correct in noting that the per capita property tax burden on the City's citizens is less than the per capita property tax burden on the citizens of Buffalo, Rochester and Yonkers. However, when property taxes and sales taxes are combined, the evidence demonstrates that the tax burden on the City's citizens is already quite high. During 1992 and 1993, the combined per capita sales tax and property tax burden on the citizens of the City averaged \$372.50 per person per year (Exhibit No. 3 to City Reply Brief at pg. 13). This was higher than the average combined per capita sales tax and property tax burden on the citizens of Buffalo (\$353.00), Rochester (\$360.50) and Yonkers (\$330.50), during the same time period (Id.). Thus, the City's residents already pay on a per capita basis, sales and property taxes higher than those paid on a per capita basis by the residents of the communities relied upon by the Association.

In summary, the evidence establishes that the City is in poor financial condition, that its residents are burdened by high sales and property tax rates, and consequently, that the City cannot afford to pay for the wage increases requested by the Association without reducing other important municipal services. Moreover, we find that the wage increases requested by the Association are not

needed to maintain public safety and security. Thus, we find that pursuant to this statutory criterion, the City's wage proposal is clearly the more reasonable.

The next statutory criterion requires a comparison of the peculiarities of being a firefighter with 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. The unique and extensive hazards confronted by firefighters are undisputed. Firefighters face a relatively high risk of death or serious injury in the line of duty. Moreover, the injuries suffered by firefighters in the line of duty tend to be more severe than the injuries suffered by workers in private industry. Firefighting also requires unique physical, educational and mental qualifications as well as extensive training.

These unique aspects of firefighting do not dictate the awarding of the Association's wage proposal, which is three (3) times as large as the City's wage proposal. However, they do mandate that the most relevant comparisons to be drawn pursuant to the statutory criteria, are those to be drawn between firefighters in comparable communities. Other employees simply do not face the type and degree of hazards faced by firefighters and are not required to possess the combination of physical and mental skills firefighters must acquire. Thus, when comparisons are drawn between the wages and terms and conditions of employment of firefighters and other municipal employees, these unique aspects of

firefighting must be taken into account.

However, as noted above, if the wage increases proposed by the City are awarded, then the City's Firefighters will be paid more in salary than is paid on average to their counterparts in comparable jurisdictions (Exhibit No. 21 to City Brief at pg. 66). Moreover, the evidence establishes that since at least 1975, City Firefighters have received percentage wage increases equal to those received by City Police Officers, who also work in a uniquely hazardous occupation requiring a rare combination of physical and mental skills (Exhibit No. 13 to City Brief at pg. 45). City Firefighters also have received percentage wage increases substantially greater than those received by other City municipal employees (Exhibit No. 24 to City Brief at pg. 73). Thus, we find that the City's wage proposal takes into account the peculiarities of the firefighting profession. Therefore, we find that this statutory criterion does not support the Association's wage proposal. To the contrary, we find that pursuant to this statutory criterion, the City's wage proposal is clearly reasonable.

The next statutory criterion requires a consideration of the terms of the 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. Both parties argue that the historical parity between City Firefighter and City Police Officer wages and benefits is relevant to this criterion.

The City contends that parity principles have resulted in the City's Firefighters and Police Officers historically being granted identical percentage wage increases since 1975 (Exhibit No. 13 to City Brief at pg. 45). Therefore, it insists that City Firefighters should continue to receive wage increases identical to those received by the City's Police Officers, i.e., the two percent (2%) wage increases being proposed by the City.

The Association does not dispute that parity principles have resulted in the City's Firefighters and Police Officers being granted identical percentage wage increases since 1975. Rather, the Association maintains that the City recently agreed to a change in Police work schedules which resulted in City Police Officers being granted an additional nine (9) days off per year. It contends that this change in work schedules was equivalent to granting the City's Police Officers an additional three percent (3%) wage increase. The Association insists that the City's Firefighters are entitled to receive as an additional wage increase, the value of the schedule change granted to the City's Police Officers.

The Association's position in this regard concerning the historic parity between City Firefighter and Police Officer wages and benefits, is unpersuasive. There is no evidence in the record of a benefit cut or improvement negotiated by one of the City's uniformed services resulting in a wage increase or decrease for the other uniformed service. Moreover, there is no evidence of an interest arbitrator awarding one uniformed service a larger or

smaller increase than the increase received by the other, due to a benefit cut or increase received by only one of the City's uniformed services. There can be no dispute that the benefits received by the City's Police Officers and Firefighters are not identical (Exhibit No 14 to City Brief at pgs. 47-48). However, the salaries received by top-step City Firefighters and Police Officers are identical (Exhibit Nos. 1 and 2 to city Brief at pgs. 5-6). In addition, the City's Police Officers and Firefighters have received identical wage increases since 1975 (Exhibit 13 to City Brief at pg. 45).

Thus, what Interest Arbitrator Eischen noted in his award concerning the 1979-1980 agreement between the City and its Police Officers, is still true today: "In one particular respect, however--across-the-board increases--the pattern of absolute equality has prevailed since the bargaining relationships began." (March 7, 1979 Opinion and Award of D. Eischen at pg. 6). The historic parity between the City's uniformed services has never resulted in any exchange of wages for benefits. To break that pattern now would lead to a never ending and disastrous cycle of each uniformed service claiming entitlement to a larger wage increase than was received by the other, due to differences in their benefits. Changes in benefits must be addressed by adjustments to those benefits, not by disparities in the wage increases granted to each uniformed service. Regardless of the change in city Police Officer work schedules, this statutory criterion does not entitle the City's Firefighters to a wage

increase greater than the wage increase granted to the City's Police Officers. To the contrary, this statutory criterion supports awarding the City's Firefighters wage increases identical to those granted to the City's Police Officers. Thus, we find that pursuant to this statutory criterion, the City's wage proposal is clearly the more reasonable.

Accordingly, for the above reasons, we find that all of the relevant statutory criteria support awarding the City's wage proposal over the Association's wage proposal. Therefore, in light of all of the statutory criteria, as described in detail above, we award the following wage increases as proposed by the Association:

January 1, 1994	2% across-the-board increase
January 1, 1995	2% across-the-board increase

Before turning to the parties' other economic and non-economic proposals, we must address the parties' arguments concerning the impact of the change in work schedules granted to the City's Police Officers on the benefits which should be awarded to the City's Firefighters.

The Association maintains that historically, the City has negotiated contracts with its Firefighters and Police Officers which maintained parity in wages and important benefits. It points out that it is undisputed that the City recently agreed to a change in Police work schedules which resulted in City Police Officers receiving an additional nine (9) days off per year. The Association contends that the schedule change granted to the City's Police Officers is precisely the type of major economic benefit

that the parties' interest arbitrators traditionally have found to be subject to parity. It claims that the schedule change is not a minor benefit like a coffee break, but rather a substantial economic benefit. Thus, the Association argues that its members are entitled to benefit improvements equal to the value of the improved work schedule granted to the City's Police Officers. In the alternative, it insists that at a minimum, the Firefighters should receive the same additional time off received by the Police.

The City acknowledges that parity between its Police and Firefighters is essential and must be maintained with respect to many terms and conditions of employment such as wages and common economic benefits, such as insurance contributions and uniform allowances. However, it rejects the Association's claim that the City's Firefighters are entitled to benefit improvements as a result of the schedule changes the City negotiated with its Police Officers. First, the City maintains that parity does not apply to every term and condition of employment under which its Police Officers and Firefighters work (Exhibit No. 14 to City Brief at pgs. 47-48). It contends that work schedules are unique to the bargaining unit in question and, therefore, not subject to parity. Second, the City claims that the schedule changes it negotiated with its Police Officers were the result of changes in working conditions which were unique to the Police and, therefore, those schedule changes are inapplicable to the City's Firefighters. Third, it insists that even if parity is applied to the schedule changes granted to the Police, the value of those changes may not

be exchanged by Firefighters for other improved benefits.

We find neither party's arguments wholly persuasive. As noted above, we agree with the City that the historic patterns of parity between the City's Police and Firefighters do not entitle either uniformed service to a larger wage increase in exchange for a benefit improvement granted to the other uniformed service. There is no evidence that such an exchange has ever taken place in the entire history of negotiations and interest arbitrations between the City and its Firefighters and Police Officers.

The City also is persuasive in arguing that the historic patterns of parity between Firefighter and Police Officer wages and benefits do not justify the exchange of improvements in one type of benefit for improvements in another type of benefit. There is no evidence of that type of approach being adopted by the parties in their prior negotiations. Nor is there any persuasive evidence of that type of approach being adopted by the interest arbitrators who have stressed the importance of parity between the City's Police and Firefighters. Moreover, since the Police and Firefighters do not have identical benefits, there also exists the very real danger that the adoption of this approach will lead to the type of leapfrogging and escalating demands discussed above in our analysis of the impact of the historic patterns of parity on the parties' wage proposals. Thus, we find that the record evidence concerning historic patterns of parity between Police and Firefighter terms and conditions of employment, does not entitle the City's Firefighters to improvements in non-work schedule related benefits

in exchange for the work schedule changes granted to the City's Police Officers.

The City, however, is unpersuasive when it argues that parity principles should not and cannot be applied to Police and Firefighter work schedules. Work load is a critical component in measuring compensation. If two (2) employees are doing the same task for the same employer, an employee working twice as long each week and doing twice as much work legitimately expects to be compensated twice as much as an employee working half as many hours and doing half as much work. These are elementary principles of labor relations. There can be no reasonable dispute about them.

According to the City's theory, so long as the benefit improvements it granted to its Police Officers solely related to the scheduling of work, the City could cut Police work load in half, refuse to make any adjustments in Firefighter work load, and still grant its Police Officers and Firefighters the same wage increase. That obviously would be unfair. Moreover, it would destroy the historic patterns of parity that exist in Police and Firefighter wages and benefits. Such an approach cannot be countenanced.

The City is also unpersuasive when it seeks to justify granting its Police Officers a valuable improvement in their work schedules without granting a similar improvement to its Firefighters, by arguing that recent increases in Police utilization have been much greater than increases in Firefighter utilization during the same period. Even if that were the case,

changes in utilization are best addressed by changes in manning levels, a traditional management prerogative, and not by changes in important benefits which upset the parity principles to which the parties have long adhered.

The City relies upon the following statistics in support of its claim that increases in Police utilization justify improving Police Officer work schedules without granting Firefighters a similar improvement.

POLICE UTILIZATION SUMMARY

<u>Year</u>	<u>Total Hours Spent Responding to Incidents</u>
1988	70,837
1989	96,775
1990	97,961
1991	102,491
1992	125,361
1993	125,875

Percentage Increase Total Working Hours 1988-1993 = 77.7%

(Exhibit No. 15 to City Brief at pg. 54)

## FIRE UTILIZATION SUMMARY

<u>Year</u>	<u>Total Hours Spent Responding to Incidents</u>
1988	21,300
1989	19,411
1990	21,519
1991	23,273
1992	22,902
1993	27,235

Percentage Increase Total Working Hours 1988-1993 = 27.9%

(Exhibit No. 16 to City Brief at pg. 55)

However, these statistics do not justify the City's position. Although there has been a larger increase in Police utilization when compared to Firefighter utilization between 1988 and 1993, that increase in utilization has not been sustained.

For example, according to the City's statistics, Firefighter utilization increased from 22,902 hours in 1992 to 27,235 hours in 1993 (Exhibit No. 16 to City Brief at pg. 55). This represents an increase in utilization of close to nineteen (19%) percent. During the same period, the City's statistics show that Police utilization increased by less than one-half of one percent (.5%), from 125,361 hours in 1992 to 125,875 hours in 1993 (Exhibit No. 15 to City Brief at pg. 54).

Similarly, growth in Firefighter utilization has significantly outstripped growth in Police utilization if measured from 1989 to

1993. According to the City's statistics, Firefighter utilization increased from 19,411 hours in 1989 to 27,235 hours in 1993 (Exhibit No. 16 to City Brief at pg. 55). This represents an increase in utilization of more than forty (40%) percent. During the same period, the City's statistics show that Police utilization increased by approximately thirty percent (30%), from 96,775 hours in 1992 to 125,875 hours in 1993 (Exhibit No. 15 to City Brief at pg. 54). Thus, from 1989 to 1993, the increase in Firefighter utilization outstripped the increase in Police utilization by thirty-three percent (33%).

Accordingly, we find that differences in Police and Firefighter utilization cannot be used to justify improving Police Officer work schedules without granting Firefighters a similar improvement. City Firefighters, like City Police Officers, are clearly entitled to a change in work schedules which reduces the number of days Firefighters are required to work each year.

However, the City is correct in noting that City Police and Firefighters have traditionally worked a different schedule. The City has persuasively argued that its Firefighters work one hundred and seventy-three (173) days per year, whereas its Police Officers worked two hundred and fifty-two (252) days per year before the schedule change which resulted in a nine (9) day reduction in Police work loads (City Brief at pg 49). Thus, Police and Firefighter work schedules are not and have not been precisely equivalent.

This does not mean that parity principles cannot be applied to

Police and Firefighter work schedules. However, it does mean that those principles must be applied in a manner which reflects this long existing difference in Police and Firefighter work schedules. Since Firefighters work less than Police Officers, it would be unfair to grant Firefighters the same aggregate reduction in work schedules (i.e., nine (9) days or seventy-two (72) hours) that the City granted to its Police Officers. That would result in Firefighters gaining a greater percentage reduction in their work schedules than had been granted to the Police. Instead, we find that the principles of parity historically adhered to by the parties, can and should be fairly applied by granting City Firefighters a percentage reduction in their work schedules equivalent to the percentage reduction in work schedules granted to the City's Police.

The record establishes that as a result of the schedule change the City negotiated with its Police Officers, the work schedules for all City Police Officers, and not simply those who were directly affected by the schedule change, were reduced effective June 1, 1994, by approximately three and one-half percent (3-1/2%) from two hundred and fifty-two (252) days to two-hundred and forty-three (243) days per year. Applying that percentage to the one hundred and seventy-three (173) days per year worked by City Firefighters, yields a reduction of six days per year.<sup>1</sup> We find

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We are mindful that the length of the days worked by City Firefighters and Police Officers are not the same. However, we find that this fact is not determinative of the appropriate reduction which should be awarded to the City's Firefighters in the

that as a result, Firefighters shall have their annual schedules reduced by forty - eight (48) hours per year.

Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that effective June 1, 1994, the City's Firefighters shall have their regular work schedules reduced by forty-eight (48) hours per year.

Obviously, our conclusion here is not intended to suggest that there is no legal or ethical obligation to treat each negotiation as a separate undertaking. Each labor organization and each negotiation has its own issues and problems which need to be addressed. Often these concerns may require deviating from a general pattern. In no way should our Award be perceived as embracing any other principle.

On the other hand, both parties have argued persuasively that the relationship between the City's Police and Firefighters is an important factor which cannot be ignored or minimized. This

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number of hours they work each year, in order to take into account the City's agreement to permit its Police Officers to work fewer days each year. Rather, of greater significance, is the reduced number of appearances at work required of Police Officers by their agreement with the City. Applying that reduction in number of appearances, on a percentage basis, results in a reduction in appearances for Firefighters of six (6) days annually. When converting that reduction in Firefighter appearances to hours, we find it most appropriate to utilize an eight (8) hour day, the length of the day worked by City Police Officers. To utilize a ten (10) or fourteen (14) hour day, or even a twelve (12) hour day as an average, would exacerbate an already unfortunate situation regarding the disparity in the number of hours worked by Police Officers and Firefighters, per year. We are unwilling to make this disparity worse. By utilizing an eight (8) hour day we provide Firefighters an appropriate reduction in work hours, given the grant to Police Officers, but moderate the impact on the Fire Department of that reduction by awarding a smaller reduction in the number of hours worked, per year.

relationship surely represents one of the important factors normally and customarily considered in interests arbitrations of this type and is an important component in evaluating "the interest and welfare of the public." Thus, whenever relevant, we have considered the historic patterns of parity between the terms and conditions of employment of City Firefighters and Police Officers.

We now turn to the other economic and non-economic terms and conditions of employment proposed by the parties.

Currently, Firefighters performing their duties between the hours of 4:00 p.m. and 8:00 a.m. are paid a night differential by the City of fifteen cents (\$.15) per hour. The City has proposed that the night differential paid to Firefighters performing their duties between the hours of 4:00 p.m. and 8:00 a.m., be increased from fifteen cents (\$.15) per hour to twenty cents (\$.20) per hour. The Association has proposed that the night differential paid to Firefighters performing their duties between the hours of 4:00 p.m. and 8:00 a.m., be doubled to thirty cents (\$.30) per hour.

After carefully considering the record evidence and the relevant statutory criteria, we find that the City's proposal regarding an increase in the night differential is the most reasonable.

The City recently increased the night shift differential paid to its Police Officers from fifteen cents (\$.15) per hour to twenty cents (\$.20) per hour. The night shift differential is a form of compensation to which parity principles traditionally have been applied. We find that parity principles must continue to be

applied to the night shift differential. If they were not, and the Firefighters were awarded a night shift differential greater than the night differential granted to the City's Police Officers, then in the next round of negotiations the Police would claim entitlement to a night shift differential greater than the differential paid to the Firefighters, in order to compensate the Police Officers for the period of time in which they received a smaller night shift differential. The Firefighters in turn would subsequently claim entitlement to an even larger differential and an unfettered series of leapfrogging demands would have begun. Thus, we are convinced that parity in night shift differential benefits must be maintained between the City's Firefighters and Police Officers.

The evidence submitted by the Association in support of its night shift differential proposal does not dictate a contrary result. That evidence shows that Rochester pays its firefighters a fifty cent (\$.50) per hour night shift differential and that Buffalo pays its firefighters no night shift differential whatsoever (Table XVI to Association Brief at pg. 73). Thus, these two (2) comparable communities pay their firefighters an average night shift differential of twenty-five cents (\$.25) per hour, which is midway between the parties' proposals. Therefore, the Association's limited evidence of comparability provides no more support for the Association's proposal concerning the night shift differential, than it provides for the City's proposal.

The record evidence concerning the interest and the welfare of

the public and the City's financial ability to pay for the parties' proposals, tips the balance in favor of the City's night shift differential proposal even further. As noted above, the City is in poor financial condition. It cannot afford to be a leader in improving firefighter benefits. Until the City's finances improve, we can do nothing more than assure that the City treats its Firefighters fairly in relation to both their counterparts in comparable communities and the City's Police Officers. The City's proposal to increase the night shift differential by thirty-three percent (33%) from fifteen cents (\$.15) to twenty cents (\$.20) per hour, accomplishes both of these objectives. Therefore, it shall be awarded.

Currently, the City's Firefighters receive longevity pay in the amount of two hundred dollars (\$200) after ten (10) years of service and an additional two hundred dollars (\$200) after each succeeding five (5) years of service. The Association has proposed that the longevity benefit be improved to the following level.

Effective January 1, 1994:

\$200.00 after 8 years of service and an additional \$200.00 after each succeeding three year period.

Effective January 1, 1995:

\$300.00 after 8 years of service and an additional \$300.00 after each succeeding three year period.

The City opposes any increase in the longevity benefit paid to its Firefighters.

After carefully considering the record evidence and the relevant statutory criteria, we find that the City's proposal not

to increase its Firefighter's longevity benefits is the most reasonable.

The evidence demonstrates that if the Association's longevity benefit proposal were awarded, then the City's Firefighters would enjoy a longevity benefit vastly superior to the longevity benefits enjoyed by their counterparts in Rochester and Buffalo, the City's two (2) largest upstate neighbors. For example, if the Association's proposal were awarded, City Firefighters with fifteen (15) years of experience would be paid a nine hundred dollar (\$900) longevity bonus. Their counterparts with equivalent years of experience would be paid six hundred and fifty dollars (\$650) in Rochester and six hundred dollars (\$600) in Buffalo (Table XVII to Association brief at pg. 78). As noted above, due to the City's poor financial health, it can ill afford to be a leader in benefit improvements for firefighters. Thus, the evidence of concerning comparability and the City's financial condition, does not support the Association's proposal.

Retention of experienced firefighters clearly serves the interest and welfare of the public. Longevity benefits are often increased to accomplish that important objective. However, here the record is bereft of any evidence that the City has had problems attracting or retaining experienced Firefighters. Thus, the City need not increase longevity benefits in order to retain its experienced Firefighters.

For the above reasons, we find that none of the evidence concerning the statutory criteria supports awarding the

Association's longevity proposal. Therefore, it shall not be awarded.

The Association has proposed that the following provision regarding hazard pay be added to the agreement.

Hazard Pay: Pay in the amount of 10% of a bargaining unit employee's base salary whenever the employee works on a shift at a time when:

(1) the staffing with respect to any company working that shift falls below the following:

Engine Company - Four (Three Firefighters & One Officer)  
Truck Company - Four  
Rescue Squad - Seven  
Squad 12 Co. - Eight; or

(2) less than 79 Association member are employed by the City to work that shift; or

(3) less than 451 Association members are employed by the City (and receiving a salary from the City) during the time he is working that shift.

\* The City shall have 2 months from the date of the award to hire 27 entry level firefighters in order to bring the total number of firefighters up to 451.

The City opposes the Association's proposal concerning hazard pay. It maintains that it is a thinly veiled attempt to impinge upon the City's prerogative to set staffing levels. Therefore, the City insists that the Association's hazard pay proposal is a non-mandatory subject of bargaining which may not be awarded in an interest arbitration.

After carefully considering the record evidence and the relevant statutory criteria, we find that the Association's proposal regarding hazard pay is unreasonable and may not be awarded.

There is absolutely no evidence in the record that firefighters in Buffalo, Rochester or any other comparable community receive any type of hazard pay, let alone hazard pay linked to the number of firefighters employed by a fire department. Moreover, there is no evidence that such a proposal serves the interest and welfare of the public. Before we even contemplate intruding upon the traditional management prerogatives addressed by the Association's hazard proposal, there must be extremely persuasive evidence that such a proposal serves the interest and welfare of the public. Here, such evidence does not exist.

In addition, as noted above, the City is in poor financial health and cannot afford the expense of the Association's innovative hazard pay proposal. Although the Association's hazard pay proposal is clearly tailored to the hazards of the firefighting profession, we note that no Fire Department of which we are aware has adopted such a proposal. Finally, the City's Police Officers do not have the benefit of an analogous hazard pay provision, even though they clearly work in a hazardous profession.

Thus, we find that none of the evidence concerning the statutory criteria supports awarding the Association's hazard pay proposal. Therefore, it shall not be awarded.

Currently, the City pays its Firefighters eight (8) hours of pay for each of the thirteen (13) holidays provided under the Agreement. The Association has proposed increasing holiday pay to twelve (12) hours of pay for each holiday. The City opposes any improvement in Firefighter holiday pay.

After carefully considering the record evidence and the relevant statutory criteria, we find that the Association's proposal regarding holiday pay is unreasonable and may not be awarded.

It is undisputed that the City's Firefighters receive more holiday pay than their counterparts in Buffalo, Rochester or Yonkers. The Association concedes that its members are paid the highest rate of holiday pay when compared to firefighters in comparable communities. Improving this generous benefit even further, clearly would not serve the interest and welfare of the public. Even if the City could afford to improve this benefit further - and we find that it cannot - the money would be better spent on other benefit improvements.

In addition, the City's Firefighters receive the same holiday pay as the City's Police Officers. There is no evidence in the record which would justify granting the Firefighters a superior holiday pay benefit. To do so, would set off, as discussed above, a cycle of escalating bargaining demands, as each uniformed service attempted to make up for periods of time in which they received a lesser benefit.

Thus, we find that none of the evidence concerning the statutory criteria supports awarding the Association's holiday pay proposal. Therefore, it shall not be awarded.

The current Agreement provides no additional compensation for Firefighters with Emergency Medical Training ("EMT"). The Association has requested that the following EMT compensation pool

be established:

Emergency Medical Training Pool:

Establishing a pool of \$56,350 to be divided equally by all those bargaining unit employees who have been certified as EMTs or as Certified First Responders as of October 31, 1994 and a pool of \$75,258 for those similarly certified as of October 31, 1995, with the allocation being made no later than the last pay day of December of each year.

The payment of this benefit to eligible members will be made on a weighted scale as follows:

Certified First Responders:	1
Certified First Responders: D:	2
EMTs:	3

Under this weighing scheme, EMTs will receive 3 times the benefit that Certified First Responders will receive, and twice the benefit that Certified First Responders D will receive. Certified First Responders D will receive twice the benefit that Certified First Responders receive.

The City opposes the Association's proposal and requests that Firefighters receive no additional compensation for obtaining EMT certification.

After carefully considering the record evidence and the relevant statutory criteria, we find that the Association's EMT compensation pool proposal is not supported by the relevant statutory criteria and may not be awarded.

There is no evidence in the record that firefighters in Buffalo, Rochester or any other comparable community receive additional compensation for EMT certification along the lines proposed by the Association. Moreover, there is no evidence that an EMT compensation pool is required to serve the interest and welfare of the public. Although there has been a significant increase in EMT calls to the City's Fire Department, there is no

evidence that the Fire Department has been unable to respond to those calls quickly and efficiently with qualified personnel. Before requiring the City to adopt a financial incentive for its employees to acquire additional training, there must be persuasive evidence that such a proposal serves the interest and welfare of the public. Here, such evidence is lacking.

In addition, as noted above, the City is in poor financial health and cannot afford the expense of the Association's innovative EMT compensation pool proposal. Although the Association's EMT compensation pool proposal is clearly tailored to the need for a certain percentage of City Firefighters to have EMT training, we note that no Fire Department of which we are aware has adopted such a proposal.

Thus, we find that none of the evidence concerning the statutory criteria supports awarding the Association's hazard pay proposal. Therefore, it shall not be awarded.

The Association has proposed that the City adopt the NFPA 1581 Standard on Fire Department Infection Control (1991 Edition). The City has opposed the adoption of this standard.

After carefully considering the record evidence and the relevant statutory criteria, we find that for reasons similar to those discussed above, the Association's NFPA proposal is not supported by the relevant statutory criteria and may not be awarded.

There is no evidence in the record that firefighters in Buffalo, Rochester or any other comparable community work pursuant

to the requirements of the NFPA 1581 Standard on Fire Department Infection Control (1991 Edition). Moreover, there is no evidence that the Association's NFPA proposal is required to serve the interest and welfare of the public. Although the occupational hazards associated with contagious and infectious diseases are significant, the Association acknowledges that the City has a written control plan concerning contagious and infectious diseases which satisfies OSHA requirements (Association Reply Brief at pgs. 72-73). Before requiring the City to adopt a safety program in an area which is regulated by Federal regulations, there must be persuasive evidence that such a proposal serves the interest and welfare of the public. Here, the evidence is insufficient.

In addition, as noted above, the City is in poor financial health and cannot afford to set the standard in this area. Although the Association's NFPA proposal is clearly tailored to improve the occupational safety and health of the City's Firefighters, we note that no Fire Department of which we are aware has adopted such a proposal.

Thus, we find that none of the evidence concerning the statutory criteria supports awarding the Association's NFPA proposal. Therefore, it shall not be awarded.

The Agreement provides the following schedule of sick leave incentives: zero days off per year -- \$300; one day off per year -- \$200; two days off per year -- \$100. Agreement at 24. The Association has requested that the sick leave incentive be doubled to produce the following schedule: zero days off per year -- \$600;

one day off per year -- \$400; two days off per year -- \$200. The City has proposed increasing the sick leave incentive to produce the following schedule: zero days off per year -- \$400; one day off per year -- \$250; two days off per year -- \$100. In conjunction with this proposal, the City also proposes to delete the sentence in Article 11.3 of the Agreement which provides: "A unit member may take up to three one-day sick leave absences without having secured the Fire Surgeon's prior approval." (Agreement at pg. 23)

After carefully considering the record evidence and the relevant statutory criteria, we find that the City's proposal regarding the sick leave incentive is the most reasonable.

It is undisputed that Rochester and Yonkers, two (2) of the three (3) allegedly comparable communities relied upon by the Association, do not provide their firefighters with any sick leave incentive. Thus, the record evidence concerning comparability does not support the Association's proposal. As noted above, the City is in poor financial health and cannot afford to improve an already generous benefit. In addition, there is no evidence that the City's Police received an improvement in their sick leave incentive. Thus, based upon the record evidence and the relevant statutory criteria, we find that the City's proposal to increase the sick leave incentive is clearly the most reasonable. Therefore, it shall be awarded.

City Firefighters are now permitted to take three (3) one (1) day sick leave absences per year without securing the Fire

Surgeon's prior approval. The record demonstrates that a provision to that effect recently was made part of the parties' Agreement on a trial basis as a result of an interest arbitration award by Arbitrator John Sands (March 4, 1992, Opinion and Award of J. Sands at pg. 16).

The record also shows that there has been a dramatic increase in sick leave utilization by Firefighters since the introduction of the sick leave provision at issue. The following statistics reflect that increase.

**SICK LEAVE UTILIZATION --  
ONE DAY ABSENCE**

<u>Year</u>	<u>Table One Day Sick Calls</u>	<u>Percent Increase</u>
1992	403	--
1993	430	6.7%
1994	481	11.9%

(Exhibit No. 8 to City Reply Brief at pg. 27)

Thus, there has been almost a twenty percent (20%) increase in one day sick leave absences since the provision at issue was introduced. We are convinced that the parties must attempt to reverse this dramatic growth in one day sick leave calls by deleting the call-in provision. Moreover, it is a fair price to pay for the improvement in the sick leave incentive bonus proposed by the City in conjunction with deleting the call-in provision.

Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the City's entire

proposal concerning sick leave is reasonable. Therefore, it shall be awarded.

Currently, City Firefighters pay annual health insurance deductibles of one hundred dollars (\$100) for individual coverage and two hundred dollars (\$200) for family coverage. The City has proposed increasing the annual health insurance deductible for individual coverage from one hundred dollars (\$100) to one hundred and twenty-five dollars (\$125) and for family coverage from two hundred dollars (\$200) to three hundred and seventy-five dollars (\$375). The Association has opposed any increase in its members' annual health insurance deductibles.

After carefully considering the record evidence and the relevant statutory criteria, we find that the City's health insurance deductible proposal is reasonable. The record reflects that the City has negotiated annual health insurance deductibles with all of its unionized employees, including the Police, which are identical to the deductibles it is proposing for the City's Firefighters. In addition, the record reflects that between 1992 and 1993, the City's health insurance costs for Firefighters increased by almost ten percent (10%) from \$2,811,430 in 1992 to \$3,089,483 in 1993 (Exhibit No. 26 to City Brief at pg. 89). During that same period of time, Firefighter contributions to their health insurance costs decreased by almost four percent (4%) from \$71,870 in 1992 to \$69,092 in 1993 (Id.). Considering the City's poor financial condition and the minor contribution the City's Firefighters currently make to the cost of their health insurance

(i.e., 2.19%), the City's health insurance deductible proposal is clearly reasonable. Therefore, it shall be awarded. Since it would be impractical to increase Firefighter health insurance deductibles for 1994, this change will not become effective until January 1, 1995.

The City has proposed the following provision to restrict secondary employment by its Firefighters.

All employees who desire to engage in secondary employment must recognize that their primary duty, obligation, and responsibility is to the City Fire Department. Employees are subject to call at any time for emergencies, special assignments or extra duty, and no secondary employment may infringe upon this obligation.

Secondary employment shall be defined as all outside employment, including self-employment. No employee may engage in secondary employment, including self-employment, during the hours which constitute duty hours or outside such hours to the extent that such extra work affects, or is deemed likely to affect, his/her usefulness as an employee of the Department.

Firefighters may engage in secondary employment outside their regular hours of duty, not to exceed 20 hours per week, subject to approval of the Fire Chief, which approval will [not] be unreasonably withheld. A firefighter may not engage in secondary employment without the aforementioned approval, which must be written.

The Association opposes this proposal.

After carefully considering the record evidence and the relevant statutory criteria, we find that the City's secondary employment proposal is not supported by the statutory criteria. The record is bereft of evidence that any comparable jurisdiction imposes similar restrictions on the secondary employment of their Firefighters. Moreover, there is no persuasive evidence that such

a proposal is needed to serve the interest and the welfare of the public. The fact that such a provision has been agreed to by the City's Police Officers simply is not dispositive. As noted above, the terms and conditions of employment under which City Police and Firefighters work are not and have never been identical. In addition, since Police Officers are armed and have powers which are not shared by Firefighters, the City has a greater need to restrict the secondary employment of its Police Officers. Thus, we find that the City's secondary employment proposal is not supported by the record evidence. Therefore, it shall not be awarded.

Finally, the City has proposed reducing Firefighter vacation benefits to a level commensurate with Police Officer vacation benefits. The Association opposes any reduction in Firefighter vacation benefits.

The record evidence demonstrates that there has long been a disparity in the vacation benefits enjoyed by the City's Firefighters and Police Officers. For whatever reason, City Firefighters and Police Officers have never had identical vacation benefits. There is no evidence that the City's Police Officers recently have had their vacation benefits reduced. Nor is there any evidence that the vacation benefits enjoyed by the City's Firefighters are out of line with the vacation benefits enjoyed by their counterparts in comparable jurisdictions. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the City's vacation proposal is not supported by the statutory criteria. Therefore, it shall not

be awarded.

A number of the Association's proposals for improvements in the terms and conditions of employment of City Firefighters have been rejected on the basis, in part, of the historic patterns of parity between Firefighter and Police Officer wages and benefits. As the Association notes, those same principles of parity require that the City's Firefighters be awarded improvements in their terms and conditions of employment commensurate with the improvements the City granted to its Police Officers.

Effective January 1, 1995, rank differentials for the City's Police Officers were increased by the following amounts:

Sergeants - \$100.00

Lieutenants - \$200.00

Captains - \$300.00

Inspectors - \$400.00

A commensurate increase in differentials for the City's Firefighters would result in the following increases in Firefighter rank differentials:

Lieutenants - \$100.00

Captains - \$200.00

District Chiefs - \$300.00

Therefore, effective January 1, 1995, Firefighter rank differentials shall be increased by those amounts.

Effective January 1, 1994, a provision was added to the collective bargaining agreement between the City and its Police Officers which provided that there would be no proration of

furlough for either on or off duty injuries and/or illnesses. As of January 1, 1994, the City's Police Officers also were provided with the right, at their option, to accumulate at time and one-half rates, a maximum total of one hundred and sixty (160) hours of compensatory time. In addition, upon ratification of the agreement between the City and its Police Officers, those parties eliminated the requirement that emergency or bereavement leave be taken as a continuous block of time off, should circumstances require additional flexibility, and provided that emergency or bereavement leave would not include rest days. After considering the historic patterns of parity between the City's Firefighters and Police Officers, the relevant statutory criteria and the improvements in wages and benefits awarded herein, we find that improvements in terms and conditions of employment commensurate with those granted to the City's Police Officers must be granted to the City's Firefighters. Therefore, improvements in benefits identical to those described above, shall be awarded to the City's Firefighters. However, due to the unique nature of furlough proration, its elimination shall be made effective January 1, 1995.

In summary, we have carefully considered all of the relevant statutory criteria, as well as the type of standards normally evaluated in interest arbitrations of this kind, in reaching the findings above. In our view, they balance the rights of the members of the bargaining unit to fair improvements in their terms and conditions of employment with the legitimate needs of the City to prudently budget its economic resources.

**AWARD**

**1. TERM**

The Agreement shall have a term of January 1, 1994 to December 31, 1995.

CONCUR Charles E. Blotman \* DISSENT \_\_\_\_\_

CONCUR [Signature] DISSENT \_\_\_\_\_

**2. WAGES**

January 1, 1994 2% across-the-board wage increase

January 1, 1995 2% across-the-board wage increase

CONCUR Charles E. Blotman \* DISSENT \_\_\_\_\_

CONCUR [Signature] DISSENT \_\_\_\_\_

**3. NIGHT SHIFT DIFFERENTIAL**

Effective January 1, 1995, the night shift differential shall be increased from fifteen cents (\$.15) to twenty cents (\$.20) per hour for all work performed between 4:00 p.m. and 8:00 a.m.

CONCUR Charles E. Blotman \* DISSENT \_\_\_\_\_

CONCUR [Signature] DISSENT \_\_\_\_\_

**4. SICK LEAVE INCENTIVE**

Effective January 1, 1995, the sick leave incentive shall be increased to the following levels:

0 days off per year	-	\$400.00
1 day off per year	-	\$250.00
2 days off per year	-	\$100.00

Effective with the signing of this Award, the following provision shall be deleted from Article 11, Section 11.3, of the Agreement.

Accordingly, the changes herein are awarded to the extent indicated in this Opinion.

A unit member may take up to three one-day sick leave absences without having secured the Fire Surgeon's approval. This change shall not affect the Department's ability to monitor sick leave use and prevent abuse or, for reasonable cause, to require prior approval in individual cases.

CONCUR [Signature]

DISSENT Charles E. Polkman \*

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**5. HEALTH INSURANCE DEDUCTIBLES**

Effective January 1, 1995, the annual health insurance deductibles shall be increased to one hundred and twenty-five dollars (\$125) for individual coverage and three hundred and seventy-five dollars (\$375) for family coverage.

CONCUR [Signature]

DISSENT Charles E. Polkman \*

CONCUR \_\_\_\_\_

DISSENT \_\_\_\_\_

**6. RANK DIFFERENTIALS**

Effective January 1, 1995, rank differentials shall be increased by the following amounts:

Lieutenants - \$100.00

Captains - \$200.00

District Chiefs - \$300.00

CONCUR Charles E. Polkman \*

DISSENT \_\_\_\_\_

CONCUR [Signature]

DISSENT \_\_\_\_\_

**7. FURLOUGH FOR ON OR OFF DUTY INJURY OR ILLNESS**

Effective January 1, 1995, there shall be no proration of furlough for either on or off duty injuries and/or illnesses.

CONCUR Charles E. Polkman \*

DISSENT \_\_\_\_\_

CONCUR [Signature]

DISSENT \_\_\_\_\_

**8. COMPENSATORY TIME**

Firefighters, at their option, may accumulate, at time and one-half rates, up to a maximum total of one hundred and sixty (160) hours of compensatory time.

CONCUR Charles E. Beltrami \* DISSENT \_\_\_\_\_

CONCUR [Signature] DISSENT \_\_\_\_\_

**9. EMERGENCY OR BEREAVEMENT LEAVE**

Emergency or bereavement leave shall not include rest days and, should circumstances require additional flexibility, may be taken as a non-continuous block of time off.

CONCUR Charles E. Beltrami \* DISSENT \_\_\_\_\_

CONCUR [Signature] DISSENT \_\_\_\_\_

**10. WORK SCHEDULES**

Effective June 1, 1994, Firefighters shall have their regular work schedules reduced by forty-eight (48) hours per year. Only Firefighters on the City's payroll as of or after the date of this Award shall be eligible for this reduction in annual work schedules. For 1994, each eligible Firefighter shall have twenty-eight (28) hours added to compensatory time. For 1995, the City shall have until May 31, 1996 to grant eligible Firefighters the reduction of forty-eight (48) hours awarded for calendar year 1995.

CONCUR Charles E. Beltrami \* DISSENT [Signature]

CONCUR \_\_\_\_\_ DISSENT \_\_\_\_\_

\* See Association Panel Member's Concurrence and Dissent

8/2/95  
Date

*Stephen J. Vollmer*  
Stephen J. Vollmer, Esq.,  
City Panel Member

On <sup>2<sup>nd</sup></sup> this day of <sup>August</sup> ~~July~~ 1995, before me personally came and appeared STEPHEN J. VOLLMER, ESQ., 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.

*Florence M. Lederle*  
NOTARY PUBLIC

FLORENCE M. LEDERLE  
Notary Public, State of New York  
Qualified in Oswego Co. No. 01LE4941027  
Commission Expires August 15, 1996

8/2/95  
Date

*Charles E. Blitman*  
Charles E. Blitman, Esq.,  
Association Panel Member

On <sup>2<sup>nd</sup></sup> this day of <sup>August</sup> ~~July~~ 1995, before me personally came and appeared CHARLES E. BLITMAN, ESQ., 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.

*Florence M. Lederle*  
NOTARY PUBLIC

FLORENCE M. LEDERLE  
Notary Public, State of New York  
Qualified in Oswego Co. No. 01LE4941027  
Commission Expires August 15, 1996

8/14/95  
Date

*Martin F. Scheinman*  
Martin F. Scheinman, Esq.,  
Neutral Panel Member

On <sup>14<sup>th</sup></sup> this day of <sup>August</sup> ~~July~~ 1995, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., 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.

*James G. Kalpakis*  
NOTARY PUBLIC

JAMES G. KALPAKIS  
NOTARY PUBLIC, State of New York  
No. 4955000  
Qualified in Nassau County  
Commission Expires Aug. 28, 1997

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

-----  
In the Matter of the Interest Arbitration )  
 )  
 between )  
 )  
 THE CITY OF SYRACUSE )  
 )  
 "City" )  
 )  
 Local 280, INTERNATIONAL ASSOCIATION )  
 OF FIRE FIGHTERS, AFL-CIO )  
 )  
 "Association" )  
-----

Re: IA94-004;  
M93-391

Association Panel  
Member's Concurrence  
and Dissent

APPEARANCES

For the City

BOND & SCHOENECK & KING

For the Association

BLITMAN & KING

NEUTRAL ARBITRATOR

MARTIN F. SCHEINMAN

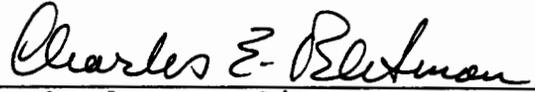
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From the time that the Petition for Compulsory Interest Arbitration was filed with the Public Employment Relations Board and thereafter the appointment of Martin F. Scheinman as the Neutral Panel Member through the execution of this Decision and Award a substantial period of time has expired. This panel member is compelled to concur and dissent in the award as drafted by Martin F. Scheinman as a result

of economic compulsion relative to bringing this matter to closure and allowing the parties to proceed. This panel member does not agree with the logic or reasons stated by the neutral panel member. I do not see any benefit to be derived by itemizing my difference or pointing out Mr. Scheinman's reliance and information which is either erroneous, irrelevant, or not compelling. Such will be pointed out to future panel members in other compulsory interest arbitration proceedings. Neither the reader of the entire Decision and Award nor the Neutral Arbitrator should by my silence believe I acquiesce in the thinking articulated by the neutral arbitration panel member. The parties are best served by closure and moving forward. The Association has reserved its right to present facts, data and other information in the future to correct inconsistencies, irregularities, and unfairness as a result of the Association being required to, for economic and other reasons, to concur and dissent as contained herein. For these reasons, I concur and dissent as follows:

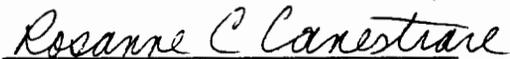
1. Term - Concur
2. Wages - Concur
3. Night Shift Differential - Concur
4. Sick Leave Incentive - Dissent
5. Health Insurance Deductibles - Dissent
6. Rank Differentials - Concur
7. Furlough for On or Off Duty Injury or Illness - Concur
8. Compensatory Time - Concur

9. Emergency or Bereavement Leave - Concur
10. Work Schedules - Concur

  
\_\_\_\_\_  
Charles E. Blitman

Sworn to before me this

2<sup>ND</sup> day of August, 1995.

  
\_\_\_\_\_  
Notary Public

**ROSANNE C. CANESTRARE**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Qualified in Onondaga County No. 4778058  
My Commission Expires Sept. 30, 1996