

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

AUG 19 1996

In the Matter of Compulsory Interest Arbitration)

CONCILIATION

Between
CITY OF SYRACUSE

)
) AWARD OF
) INTEREST
) ARBITRATION
) PANEL
)

And
SYRACUSE AIRPORT PROFESSIONAL FIRE FIGHTERS ASSN) IA-95-025-----
-----) 195-29

Before the Public Arbitration Panel

Donald R. Thompson Employer Panel Member
Douglas Graham Employee Organization Panel Member
I. Leonard Seiler, Esq. Public Panel Member and Chairman

APPEARANCES

For the City:

John Black, Esq. Assistant Corporation Counsel
Stephen Jaremko Personnel Analyst

For the Union:

Charles Blitman, Esq. Attorney
William Perun, Esq. Attorney
Richard Hirsh Vice-President
Robert Blair Secretary-Treasurer

On December 5, 1995, the New York Public Employment Relations Board having determined that a dispute continued to exist in negotiations between the City of Syracuse (hereinafter referred to as the "City") and the Syracuse Airport Professional Fire Fighters Association (hereinafter referred to as the "Union") designated the undersigned Public Arbitration Panel (hereinafter referred to as the "Panel") pursuant to Section 209.4 of the New York Civil Service Law for the purpose of making a just and reasonable determination of the matters in this dispute. The Panel then proceeded under the applicable statutes, rules and regulations to inquire into the causes and circumstances of this continued dispute and at the conclusion of its inquiry made the findings and Award which follows.

Upon notice duly given a hearing was held on April 8, 1996 in the Best Western Airport Inn, Syracuse, New York. Both parties were present and represented by counsel throughout these proceedings as shown in the above List of Appearances. The Parties were afforded full and equal opportunity to be heard and present statements of fact, supporting witnesses and other

evidence and arguments, both oral and written, in support of their respective positions regarding the issues in dispute. The Public Interest Arbitration Panel admitted into evidence a hearing brief from the Union.

During the course of the hearing, the Union withdrew four issues.

At the conclusion of the hearing, the Panel met in Executive Session on April 8, 1996, and attempted to resolve this impasse. It was agreed that the Employer and Employee Panel member would attempt to convince their respective parties to agree to the proposed resolution.

It was agreed that if it could not be resolved, the City would submit its post-hearing brief postmarked June 3, 1996 and if the Union wished to reply it would do so by June 12, 1996.

The Chairman, in writing on June 10, 1996 to all parties, acknowledged receipt of the City's post-hearing brief on June 6, 1996 and the granting of a two (2) week extension to the Union for the filing of its reply brief. Following the receipt of the Union's reply brief, the Chairman contacted his fellow panelists in a conference call on July 1, 1996, in which it was agreed that he would submit a draft Award to them for discussion and approval and this was done on July 23, 1996. Following its receipt, the Panel engaged in two (2) conference calls on July 31 and August 1, 1996, which resulted in this Award.

The Panel feels the following Award is a "just and reasonable determination of the matters in dispute" and it is based on the mandated statutory criteria which follow: New York Civil Service Law, Section 209.4 (v)

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

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

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

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

The Panel, at the urging of the Chairman, sought to reach unanimous consensus on each of the items at impasse.

The Chairman commends Messrs. Thompson and Graham for the time and effort they devoted to the process and their sincere

attempts to resolve each of the issues submitted to the Panel in accordance with the above stated criteria.

IN GENERAL:

1. The dispute involves the continued impasse between the City and the Union over the terms and conditions of a new contract to be effective as of July 1, 1995, the last two and one-half year contract of the parties having expired on June 30, 1995.

2. The Union represents 20 members: 15 Crash Rescue Workers, 4 Assistant Chiefs and 1 First Assistant Chief.

3. Prior to the request for the appointment of this Arbitration Panel the parties had engaged in multiple months of negotiations sessions and one (1) mediation session.

4. The parties at the start of the Arbitration Hearing, in writing, waived their right to a full and complete record of the Public Arbitration Panel Hearing as set forth in Section 209.4 (iii) of the New York State Civil Service Law.

5. The Parties agreed that the demands that are the subject of an Improper Practice Charge filed on October 30, 1995, with P.E.R.B. would not be submitted to the Panel for resolution.

6. The Parties' ground rules for negotiations provided that tentative agreement on any term or condition of employment was contingent upon agreement of a complete collective bargaining agreement.

7. The "positions" of the Parties and the Panel's "discussion" are only summaries and are not intended to be all inclusive.

8. The following issues were submitted at the arbitration hearings for Determination and Award by the Panel:

Issues:

A. Union

1. Duration
2. Salary
3. Longevity (Article V (4))
4. Holiday Allowance (Article VI (2))
5. Uniform Allowance (Article V (3))
6. Night Shift Differential (Article V Sec (7))
7. Vacation (Article VII (4 & 6))
8. EMT License Bonus (Article V (9))
9. Sick Leave Benefits (Article VIII (2, 4 & 5))
10. Family Sickness and Death Leave (Article X (1)) -
Union withdrew this issue at the hearing.
11. Union Leave (Article X (6)) (Article XII (1))
12. Follow Up Treatment For Hepatitis B (Article XII (1))

B. City:

1. Term Of Contract
2. Salary
3. Work Schedule
4. Increase In Employee Contributions For Health Coverage
5. Establish Incentive Plan For Employees Who Opt To Drop Coverage
6. Dental
7. Establish Dental Benefit Cap Per Person Per Year
8. Vacation Requests
9. Doctor's Certificates For Sick Leave
10. Sick Leave Accrual
11. Paid Leaves

Background:

The Hancock International Airport, located approximately three (3) miles north of the City Of Syracuse, where Union members perform their duties, is owned and operated by the City Of Syracuse Department of Aviation. Over two (2) million passengers pass through the airport each year arriving on six (6) major airlines along with affiliated commuter service, who offer approximately 250 daily arrivals and departures. Additionally, there are seven major air cargo carriers that provide service to the area.

The Crash/Fire/Rescue Unit, headquartered at the Syracuse Hancock International Airport and fully operational 24 hours/day for 7 days/week, was established in 1969 and falls under the authority of the City of Syracuse's Commissioner of Aviation. It is responsible for fire and rescue protection for all aircraft landing at and departing from the airport. The unit also responds to medical emergencies at the airport; issues field condition reports on runway and taxi way conditions for flight crews; conducts safety inspections of airport structures; and performs training for airline and other airport employees.

In 1990, the Airport became a self sustaining financial entity separate from the City for financial purposes. But, it still remains within the City's framework of operations, i.e. it depends on the City's Personnel, Engineering, Purchasing and Police Departments for various services. The Airport, however, reimburses the City for these services. Prior thereto, the Airport Firefighters were part of the City's Firefighting Department.

The Union stated that after months of negotiations and a mediation session with a P.E.R.B. staff mediator, the City resubmitted an offer which the Union membership ratified. The Mayor then rescinded the offer which led the Union to request this Interest Arbitration.

COMPARABLES

The Parties were in disagreement as to what should be considered comparables. The Union contended that comparability should be with The City's Fire Fighters, which it was once a part of. Additionally it noted that they were both entitled to interest arbitration in case of collective bargaining negotiations impasse.

The City maintained that comparisons should only be made with similarly sized upstate New York airports at which employed workers (crash/rescue) perform similar functions to those done by employees (crash/rescue) at Hancock, specifically Buffalo and Rochester. However, the fact is that the City, in its presentation, used comparables both with the City of Syracuse Firefighters and PBA as well as with the Crash Rescue Firefighters of Buffalo and Rochester in support of its arguments.

The Interest Arbitration statutory criteria of comparisons provide: a) employees performing similar services or requiring similar skills under similar working conditions" -Airport Rescue Firefighters at Buffalo and Rochester Airports and c) "peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment: (2) physical qualifications; (3) educational qualifications; (4) mental qualifications: (5) job training and skills"-City of Syracuse Firefighters.

Recognition must also be given to the fact that Hancock is the only one of those cited by the Union and the City that has its own unique funding.

ABILITY TO PAY

The unique funding of the Hancock Airport by the Enterprise Fund (a self-sustaining fund derived from dedicated sources other than the City of Syracuse's General Fund) pays the salaries of Union members since the moneys generated by the Enterprise Fund must satisfy the needs of the Airport.

Though Airport retained earnings and equity sustained a minor decrease (2%) from December 31, 1993 to June 30, 1994, the Enterprise Fund remains healthy. Considering either the \$13,418,041 in cash and cash equivalents or the \$7,6664,749 in retained earnings as of June 30, 1994, the Airport has the financial ability to pay unit members reasonable salary and fringe benefit increases.

AWARD OF THE PUBLIC INTEREST ARBITRATION PANEL

The Panel believes that the intent of the Taylor Law is to seek in each step-negotiations and mediation-to narrow the issues between the Parties so that they submit only a reasonable number

of very difficult issues to Interest Arbitration for determination. Therefore, any tentative agreements reached by the Parties in their negotiations that were contingent on the Parties concluding a complete collective bargaining agreement, will be granted in this Award unless they are found by the Panel to be contrary to the statutory criteria of Interest Arbitration.

All terms and conditions of the Parties' expired Collective Bargaining Agreement, except as mutually altered, contested in the Improper Practice Charge of 10/30/95 and amended as follows, shall be carried forward for two years, covering the period July 1, 1995 to June 30, 1997, the period of the Award. All provisions of the Award are to be retroactive where possible, to July 1, 1995, except where otherwise mutually agreed to in negotiations and as otherwise indicated in this Award.

U1 & C1. Length of Contract

Union demand: A two (2) year agreement effective July 1, 1995 and terminating June 30, 1997.
City response: A one (1) year agreement

Positions of the Parties:

Union:

Since the expired contract was for two(2) years and the maximum permitted by the Taylor Law is two (2) years, it felt the Award should be for a two (2) year agreement.

City:

City stated that it required a one (1) year agreement because of "the magnitude and the uncertainty of the complete scope of its financial crisis".

A one (1) year agreement it said would provide the City with the flexibility to exercise its options to sell the airport or privatize the crash rescue operations.

Discussion:

The previous two and one-half (2 1/2) year contract of the Parties, which led to this interest arbitration expired on June 30, 1995.

The Panel believes that a two (2) year agreement, the maximum term the Panel is permitted by law. is warranted for anything less means the Parties must commence negotiations shortly after the receipt of this Award. It will, therefore, award a two (2) year agreement.

Award:

A two (2) year agreement commencing July 1, 1995 and expiring June 30, 1997.

A2. Wages (Article IV)

Union Demand: Salary increase 6% across the board for each year of a two year agreement.

City Response: 2% in the first year

Positions of the Parties:

Union:

The Union maintained that its requested realistic wage and benefit package is well within the ability of the Airport to pay (in fact, are deminimus in the Airport's budget as well as its equity and cash flow) and are justified by the settlement reached with City's Fire Department. It further contended "that the decrease in manning level of the Hancock Airport Firefighters is one factor, among others, supporting its demand for increased salaries and benefits".

Union called the Panel's attention to the fact that "the Airport Rescue Firefighters work performance has been and continues to be recognized as excellent, and Chief Huppman has recommended salary upgrades and incentives for all of the Airport Rescue Firefighters."

The Union claimed that its members work a little more but are paid less than the City's Firefighters, for they "have eight additional duties that the City Firefighters do not have, and the Airport Rescue Assistant Chiefs have 14 additional duties that the City Firefighters do not have."

Page 16 of Hearing Brief:

Furthermore, it maintained that its members "are required to possess superior qualifications to be eligible to become an Airport Rescue Firefighter." The Union alleged that the lesser salary and benefit package was the result of its not gaining the right to Interest Arbitration until 1988 while the City Firefighters had it from its inception. As a result, it was difficult for it to achieve the same gains as was obtained by the City Firefighters. Now the Union was "only requesting the same treatment regarding wages and benefits received by the City of Syracuse Fire Companies that are less productive." It also noted that when the City Firefighters are called on to perform at the airport, they suffer no cut in pay.

The Union offered that its requests were justified because "due to the recent downsizing of the National Guard's firefighting force" at the Airport, its members will be assuming additional duties. Also, as a consequence of the Airport's \$35,000,000 1993 Capital Improvements Program (Table VI p. 30 of Association Hearing Brief) "the area the Airport Rescue Firefighters must cover is continually becoming larger and more complex." The Union took the position "that workers should

receive salary increases whenever their responsibilities increase."

Union pointed out that "the City Police Department does not distinguish between the police who work in the City and the police who work at the Airport" and felt it should be the same for Airport and City Firefighters.

City:

City said its wage offer for a one year contract was equivalent to that given to most City bargaining units. Whereas, the Union's wage demands for a two year contract were significantly larger than any other City bargaining unit including the City Firefighters.

City maintained that "it has been consistently held that the Union was neither established as a fire department, nor does it membership function as firefighters, as those terms are defined in the context of New York State Labor Law." In 1983, P.E.R.B. "determined that the Union's membership was not part of an organized fire department" and this was upheld in a CPLR Article 78 proceeding which found "that the crash rescue unit's duties at the airport are both narrower and broader than those commonly performed by municipal firefighters" and this ruling was upheld by the Court of Appeals. Finally, in 1988, "as the result of extensive lobbying, the New York State Legislature amended the Taylor Law to create an exception for the Union by affording it compulsory binding arbitration" but this did not transform them into firefighters within the context of the New York State Labor Law. Then in an 1993 Interest Arbitration Panel Award for the same parties, the Panel held in discussing the City Firefighters and the Crash Rescue Firefighters and the Legislature's granting of Interest Arbitration, "that statutory enactment did not also per se, make the two groups any more similar with regard to the duties they perform, to the conditions of their employment, to the hazards of employment, to the physical qualifications of the job, to the educational qualifications, to the mental qualifications or to the job training and skills than existed prior to the legislative enactment."

City also noted that the Panel concluded "that in terms of their duties and conditions of employment and also because of similar economic conditions, firefighting units working at airports in Buffalo, Rochester and Binghamton are an appropriate comparison base with the Crash Rescue Firefighters here."

City maintained that though some duties of City Firefighters and Crash Rescue Firefighters were similar, their job descriptions contained duties that were different in many respects. Additionally, it noted "that in Syracuse, Rochester and Buffalo, as well as the other municipalities with airports, the crash rescue workers are separate from the municipal fire fighting departments, and are treated differently, with different salaries, job duties and job descriptions."

It alleged "that the most comparable airports at which public employees perform crash rescue functions are Buffalo and Rochester" and "top step salaries for Syracuse Crash Rescue workers are comparable to those in Buffalo and Rochester. City maintained that its proposed wage increase was "justified when weighed with the comparable salary situation of the Crash Rescue workers in Buffalo and Rochester."

1995 TOP STEP SALARIES

BUFFALO	ROCHESTER	SYRACUSE
\$34,289 (4% 4/1/95)	\$34,569 (0%)	\$32,340 (7/1/94)

Thus, the City maintained that its proposed 2% increase for the remainder of the contract through June 30, 1996, was "comparable to the 2% increase awarded to the City Firefighters bargaining unit, better than the 0% increase received in Rochester in 1995, and less than the 4% increase received in Buffalo."

City suggested that if a wage increase is granted for a second contract year, "the salary increase, if any, for the second year, should be comparable to the 3% increase awarded to the City's Firefighters bargaining unit and the 2 1/2 increase received by the Monroe County (Rochester) bargaining unit."

CRASH RESCUE COMPARABLE INCREASES

SYRACUSE	ROCHESTER	BUFFALO
7/1/94 4%	1/1/94 3%	4/1/94 4%
7/1/95	1/1/95 0%	4/1/95 4%
7/1/96	1/1/96 2 1/2%	4/1/96 (in fact finding)

Discussion:

The Panel's objective is to arrive at an equitable and reasonable Award which logically considers the statutory criteria previously cited.

It is evident from the oral and written testimony that the Enterprise Fund has the wherewithal to fund salary and fringe benefit increases that are reasonable and in accordance with the mandated criteria of law previously cited. However, it is evident that the City has and wishes to continue to manage the Airport's financial affairs in a prudent and conservative manner while keeping in mind its own financial difficulties.

It is clear from the respective presentations that as of July 1, 1995, the top step salaries of Association members of \$32,344 trails those of both the City Firefighters \$36,484 and the Crash Rescue Firefighters of Buffalo \$34,289 and Rochester \$34,569, the latter two being fairly close.

The Union's proposed 6% across the board wage increase for July 1, 1995 is reasonable and well within the Airport's ability to pay. It would bring members' top salaries to \$34,280 almost identical to Buffalo and slightly behind Rochester, still

trailing City Firefighters by over \$2,000 but less than the \$4,000 it previously trailed by.

The Union's second requested increase of 6% for July 1, 1996, would bring the salaries of top step members to \$36,337 exceeding Rochester Crash Rescue Firefighters \$35,433 by almost \$1,000., but trailing the City Firefighters \$37,579 by about \$1,200.

Granting a 5% across the board increase for July 1, 1996, would bring members top salary step to \$35,994 about \$500 more than Rochester and about \$1,600. behind the City Firefighters.

Thus, over two years, the proposed 6% and 5% across the board respective increases would bring members salaries more in line with those of Crash Rescue Firefighters of Buffalo and Rochester while narrowing the gap with City Firefighters.

The Award granted on base wages exceeds the recent increases in the cost-of-living and, therefore, insures the firefighters a real increase in income.

Award:

Effective July 1, 1995, a 6% across the board increase.
 Effective July 1, 1996, a 5% across the board increase.

U3. Longevity

Union demand: Increase longevity payments effective July 1, 1995 as follows:

Years	Current	Proposed
10	\$425	\$625
15	675	875
20	925	1,125
25	-	1,425

City response: Opposed

Positions of the Parties:

Union:

Union maintained that over the past five years many of its members left for other Departments and the proposed increase would help to retain members which would be beneficial to the City for it will save the costs of training recruits to replace veterans who have valuable experience which is lost when they cease employment.

It conceded that its members were paid higher longevity rates for the first 20 years of service than City Firefighters, but it pointed out that unlike the City Firefighters its members received nothing after 25 years.

Union said the increases proposed would help rectify the inequity in the base salaries of the City Firefighters and the Airport Rescue Firefighters.

City:

City argued that this unit already meets or exceeds longevity comparables within or without the City as follows:

	<u>SYRACUSE</u>	<u>ROCHESTER</u>	<u>BUFFALO</u>
10 yrs	\$425	10 yrs \$300	7 yrs \$500
15 yrs	\$675	15 yrs \$400	11 yrs \$700
20 yrs	\$925	20 yrs \$500	15 yrs \$900
25 yrs		25 yrs \$600	20 yrs \$1,100

It noted that Buffalo City airport was much bigger than it's airport.

Discussion:

Union was not persuasive that longevity rates, which already exceed that of City Firefighters except after 25 years, should be further increased.

However, consideration can be given to adding a 25 year step.

Award:

Effective July 1, 1996, add to the Parties' Longevity Schedule "after 25 years" \$1,100.

U4. Holiday Pay

Union demand: Increase holiday pay from straight time to time and one-half.

City response: Opposed.

Positions of the Parties:

Union:

Union offered that this would be another means to "offset some of the other inequities that will exist between the benefits received by the Association and the benefits received by the City Firefighters".

City:

This economic demand is an excessive fringe benefit and is out of line with any other city bargaining unit.

Discussion:

This is another attempt by the Union to narrow the total compensation of its unit members with that of the City Firefighters.

At present, both units are paid straight time for holidays.

Award:

Union request be denied.

U5. Uniform Allowance

Union demand: Increase the present annual uniform allowance of \$700. to \$850.

City response: Opposed.

Positions of the Parties:

Union:

Union admits its annual uniform allowance exceeds that of City Firefighters but again offers that this requested increase will offset some of the other inequities that exist between its members and City Firefighters.

City:

City felt there was no justification for an increase, in that, both the City's PBA and Firefighters both receive \$700. Additionally, Rochester supplies uniforms and Buffalo grants \$549 for uniforms and \$251 for their maintenance and cleaning.

Discussion:

Costs of uniforms have increased since the negotiation of the expired contract, therefore, some increase is in order. Buffalo's provision of \$549 and \$251 totals \$800.

Award:

Effective July 1, 1996, the annual uniform allowance be increased from \$700 to \$750.

U6. Night Shift Differential

Union demand: Increase the present night shift differential for worked performed between the hours of 3:00 p.m. to 7:00 a.m. from \$.15 to \$.25 per hour.

City response: Opposed.

Positions of the Parties:

Union:

Union stated that as tonight shift differential rate it trailed City Firefighters who received \$.20 per hour. It felt that this was "unfair, unreasonable and insupportable since:" a) they faced identical hazards, b) unit members required greater qualifications, job training and skills and c) performed greater functions.

Also, the "increase would help to make up for the gap in base salaries between the Airport Rescue Firefighters and the City Firefighters."

City:

City noted that this benefit was a mixed bag, in that, the City PBA and Firefighters received \$.20 differentials while the City's blue collar (Local 400) workers only received \$.15. Additionally, it pointed out that Buffalo provided no differential, whereas Rochester grants \$.60.

Discussion:

Night shift differentials are an essential part of wages and are compensation for less desirable hours of work. It is also recognition that it is difficult to readjust from one shift to another.

There was no reason submitted to justify the difference in rates between unit members and City Firefighters.

Award:

Effective July 1, 1995, the night shift differential rate for hours worked between 3:00 p.m. and 7:00 a.m. shall be increased from \$.15 to \$.20. per hour.

U7. Vacation

- Union demand:
- a) Increase the maximum of 160 hours of vacation after 15 years of service to 184 hours after the completion of 20 years of service and 200 hours after completion of 25 years of service.
 - b) Add new provision to allow employees to carry over up to 20 days of unused vacation to the following year not to exceed a total of 40 days of vacation in the following year.

City response: Opposed.

Positions of the Parties:

Union:

Union noted that City Firefighters are entitled to 190 hours upon completion of 15 years of service, but admits they do not enjoy a carryover of unused vacation.

It felt this "current disparity in vacation allowances is inequitable and unreasonable" and should be rectified. It noted that it was not seeking identical benefits, but was willing to wait an additional five years to approach an identical level of benefits.

As compensation it asked that its members be allowed to carryover unused vacation time.

City:

City said it opposed both requests as excessive fringe benefits.

a) City maintained that unit members with their present work schedule of 2 days and 2 evenings and 4 days off already have a substantial period of time off. Therefore, no additional time off is warranted.

b) City maintained that no City uniform bargaining units or relevant comparables have such a provision and none was warranted.

<u>SYRACUSE</u>	<u>ROCHESTER</u>	<u>BUFFALO</u>
1-4 yrs 10 days	1-2 yrs 10 days	1st yr 13 days ea. add. yr. 1 day
5-14 yrs 15 days	3-8 yrs 17 days	8-11 yrs 20 days
15+ yrs 20 days	9-14 yrs 18 days	12-16 yrs 21 days
20 yrs	15 yrs 24 days	17-21 yrs 22 days
25 yrs		22-26 yrs 23 days
		27-31 yrs 24 days

Discussion:

a) Unit members compare unfavorably with both of the City's chosen comparisons as well as with the City's Firefighters. Buffalo provides additional vacation days after 20 and 25 years of service which the Airport does not. Rochester's vacation schedule maximum of 24 days and City Firefighters almost 24 days (190 hours) both exceed the unit's maximum of 20 days.

Therefore, some improvement would be in order.

b) City Firefighters do not enjoy a carryover of unused vacation so there is no justification for increasing the number of days the Airport Rescue Firefighters are permitted to carryover.

Award:

- a) Effective July 1, 1996, add to vacation schedule new steps of 20+ years 23 days and 25+ years 24 days.
- b) Rejected

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Sick Leave Benefits

- Union demand:
- a) Increase the maximum allowable accumulation of sick leave be increased from 150 to 190 days.
 - b) The sick leave incentive be doubled as follows:

	Present	Proposed
0 days off/year	\$300	\$600
1 day off/year	200	400
2 days off/year	100	200

- c) Add new section 8.5: Effective July 1, 1995, upon separation from City employment, the City shall make a cash payment for unused accumulated sick leave in excess of 100 days at the rate of \$15 per day.

City response: Opposed.

Positions of the Parties:

Union:

Union noted that City Firefighters were permitted a maximum allowable accumulation of sick leave of 130 days (1040 hours).

Union stated that its sick leave incentive benefit was not as rich as the City Firefighters who had:

0 days off/year \$400
1 day off/year 250
2 days off/year 100.

Union asked the Panel to take into consideration the fact that unit members are charged one and one-half sick leave days for sick days off while City Firefighters are only charged one for one.

It, therefore, felt its demands would rectify the inequities that exist in sick leave benefits.

City:

- a) The Parties agreed on June 20, 1995, to increase from 150 to 180 days.
- b) The Parties agreed on June 20, 1995, to eliminate the Sick Leave Incentive Program (Art. 8.4) and substitute new Article 8.4 Sick Leave Conservation Plan to read as follows: Upon retirement from City employment, the City shall make a cash

payment for unused accumulated sick time in excess of 100 days at the rate of \$15.00 a day up to a maximum of \$1,000.00.

Discussion:

The tentative agreements appear reasonable and will be incorporated in this Award.

Award:

Parties' agreements of June 20, 1995 are to be included.

~~19.~~ ⁴⁸ EMT Bonus

Union demand: Change one time payment in the amount of \$250 upon certification as an EMT to effective July 1, 1995, an annual payment in the amount of \$750 to those Association members who have obtained EMT certification.

City response: Opposed.

Positions of the Parties:

Union:

Union contended that the acquisition of necessary certification to provide in house training of EMTs will provide savings in the thousands of dollars and so, the Union felt it should share in some of the savings and as compensation for their assumption of these additional duties.

It claimed that the two year cost of its demand would total only \$12,000, a deminimus sum in the Airport's budget.

Additionally, it maintained that such an increase will help to close the gap in the overall level of benefits and wages between its members and the City Firefighters.

City:

City said it was opposed to this proposal which is unavailable to Rochester employees.

It stated that it believed that said certification was worthwhile, but once it was acquired there are no additional costs involved so there are no valid reasons for continuing to pay for it.

Discussion:

The Union was not convincing in its arguments for changing the one-time payment to an annual payment, but a joint committee should be formed to explore the benefits of training by the City.

Award:

A joint committee be appointed to explore the benefits of training by the City.

The one-time payment in the amount of \$250. upon certification as an EMT shall continue unless the training is provided by the City.

U11. Union Leave

Union demand: Increase combined total of 11 days of paid union leave to 14 days.

City response: Opposed.

Positions of the Parties:

Union:

Union in support of its demand pointed out that City Firefighters are allowed up to 40 man days per year. It maintained that this demand would "close the gap in the overall level of benefits received by the City Firefighters and the Airport Rescue Firefighters.

City:

City said it was opposed and pointed out that neither Buffalo nor Rochester specify a period of time but just pay for bonafide days.

Discussion:

Considering the 40 days granted City Firefighters the Union's request for an increase from 11 to 14 days is reasonable and may not be as good as Buffalo and Rochester that pay all bonafide days.

Award:

Union request be granted.

U12. Hepatitis B Follow Up Care

Union demand: Amend Sec. 12.1 to require that the City provide for follow up care to Hepatitis B shots.

City response: Opposed.

Positions of the Parties:

Union:

It said this demand was made to protect the health of its members in light of their greater exposure to occupational hazards of contagious and infectious diseases due to upgrading of the emergency medical services done by fire fighters.

City:

City objected to the inclusion of its present practice into the written contract. It noted that there is no comparable in Rochester and Buffalo. Besides, it claimed that history shows that 50% don't take part in the program.

Discussion:

The costs involved are minimal while the health risks have been increasing.

No valid reason was offered for not incorporating what is the practice in the collective bargaining agreement.

Award:

Union request be granted.

C3. Work Schedule

City demand: Amend Sec. 4.1 to change the normal work schedule to 8 hour shifts.

Union response: Rejected

Positions of the Parties:

City:

Implementation of this proposal will afford the City greater flexibility in the deployment of its workforce as advantageously as possible, and reduce the need for overtime.

Union:

Pointed out that this demand was currently the subject of an Improper Practice Charge and, therefore, was not before the Panel for decision.

Discussion:

The Parties agreed at the start of the hearing on April 8, 1996, that any demands subject that are the subject of an

Improper Practice Charge filed with P.E.R.B. on October 30, 1995, would not be submitted to the Panel for resolution.

Award:

None

C4. Increase in Employee Contributions For Health Coverage

City demand: Amend Article 12 to modify the medical contribution rates to read as follows:

- (a) Effective upon ratification-employer contribution 80%
employee contribution 20%
- (b) The monthly employee contribution rate will be the same for both active employees and future retirees.

Union response: Denied

Position of the Parties:

City:

This will help the City in meeting the rising costs of health insurance and is more in keeping with the private sector contribution rate of approximately 20% vs Airport's present 4%.

Union:

This will increase the inequity between unit members and the City's Firefighters.

Discussion:

As pointed out by the Union, imposition of the City's proposal will increase the inequity of the total wage and benefit package of present Union members vs City Firefighters.

But, the City needs some relief from the burden of rising health care costs.

Award:

Effective upon ratification, new hirees will contribute 10%.

C5. Establish Incentive Plan For Employees Who Opt To Drop Coverage

City demand: Amend Article 12.1, C1 to Read:
Any employee working for the City at time of ratification who has this plan coverage and opts to drop this plan to go on a spouses plan shall receive a \$300.00 payment at the

expiration of 12 consecutive months. A 30 day window period will be established each year for discontinued members to rejoin if desired. If the spouse works for the City, they are not eligible for this benefit.

Union response: Rejected

Position of the Parties:

City:

City maintained that since it was self-insured this proposal would greatly ease the City's health insurance burden.

Union:

Satisfied with the "status quo".

Discussion:

The only beneficiary of dual coverage are the insurance companies who between them will not reimburse more than the 100% cost of the claim.

However, the amount should be such that it is an inducement for the employee to opt out and \$300. is insufficient.

Award:

Amend Article 12.1 C.1 to read:

Any employee working for the City at time of ratification who has this plan coverage and opts to drop this plan to go on a spouses plan shall received \$500.00 annually provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall commence at the end of twelve months thereafter provided the member remains uncovered under the City's plan. Nothing contained herein shall preclude a member from reentering the plan within the twelve month period provided, however, that in the case of a member who reenters in less than twelve (!2) months, no payment shall be made, After the twelve month period such member may only reenter the plan if he/she is no longer covered under the plan of a spouse.

C6. Dental

City demand: Replace last sentence of Article 12.2 to read: Effective upon ratification the employee's contribution will be \$9.25 per month for employee only coverage, and \$18.50 per month for family coverage.

Union response: Rejected.

Position of the Parties:

City:

City maintained that this request was comparable to what other city employees paid.

It contended that the Parties reached agreement on this on June 20, 1995.

Union:

Any tentative agreements were contingent upon the Parties concluding a complete collective bargaining agreement. Thus, the Union has not committed itself to this demand.

Discussion:

The trend in collective bargaining negotiations has been toward employee contributions toward the costs of health care in increasing amounts.

Therefore, the tentative agreement should be incorporated in this Award.

Award:

The Parties' June 20, 1995 agreement on this issue be included in this Award.

^{C7}
~~U7~~. Establish Dental Benefit Cap Per Person Per Year

City demand: Cap on dental insurance of a maximum of \$1,000.00 benefit per person per year.

Union response: Rejected.

Positions of the Parties:

City:

This proposal would ease the City's dental insurance burden.

Union:

Union argued that one "root canal" procedure could exhaust the cap.

Discussion:

Caps on coverage are becoming more common as employers seek to contain costs. Therefore, the City should be able to impose a reasonable cap which \$1,000 per person per year is.

Award:

City proposal be granted.

C8. Vacation Requests

City demand: Amend Article 7 to read as follows:
Vacations will be taken in increments of no less than one "block" of 48 hours (6 days) at a time. Where the remaining number of vacation days does not equal a 48 hour block, the individual may randomly apply for vacation time off.

Union response: Rejected.

Positions of the Parties:

City:

This proposal will reduce overtime and simplify scheduling.

Union:

The present provision has been satisfactory.

Discussion:

In today's economic times, there is a need in the public sector as well as the private sector, to conduct operations as efficiently and inexpensively as possible. One area that must be considered is in the area of reduction of overtime. The allotment of vacations as proposed by the City is being advocated as a way of reducing overtime and so should be granted.

Award:

City proposal be granted for all future requests.

C9. Doctor's Certificates For Sick Leave

City demand: Amend Article 8 as follows:
a) Reduce the requirement for a doctor's certificate from more than eight days sick leave per annum to 4 days.
b) A doctor's certificate is required if sick leave extends or adds to other types of days off such as vacations and personal days.

Union response: Opposed

Positions of the Parties:

City:

City claimed that these proposals will curtail the potential abuse of sick time which can adversely impact upon the City's ability to service the public and would reduce the need to call in unit members on overtime which is costly to the Airport.

Union:

The Union pointed out that the City presented no evidence that there had been abuse of this provision, so no changes are needed.

Discussion:

- a) No substantiating evidence was offered that Union members had abused the present provision that would require the proposed change.
- b) Here there is a potential for abuse and rather than wait until it happens the City has a right to seek to prevent it.

Award:

- a) Rejected
- b) On issuance of this Award, the City demand to require a doctor's certificate if sick leave extends or adds to other types of days off such as vacations and personal days, shall be implemented.

C10. Sick Leave Accrual

City demand: Modify rate of accrual of sick days for new employees as follows:
Employees hired after the ratification of this agreement shall earn sick leave at the rate of 1 day per month. An employee who is on sick leave for the entire month does not earn any additional sick leave credits.

Union response: Rejected.

Positions of the Parties:

City:

The proposed two tiered system for new hirees would ease the sick time benefit burden of the City and would not have any impact on existing employees.

Union:

No abuse has been demonstrated and all its members perform the same duties and so should receive the same benefits.

Discussion:

Some relief from non-productive paid time is justified.

Award:

City proposal be granted.

~~III~~ CII. Paid Leaves

City demand: Amend Article 10.1 relative to paid leaves.

Union response: Rejected.

Positions of the Parties:

City:

The Parties agreed to these proposals on June 20, 1995.

Union:

Any tentative agreements were contingent on completion of a complete collective bargaining agreement. Thus, the Union has not committed itself to this demand.

Discussion:

No valid reason was offered by the Union for rejection of this demand other than it had been only a tentative agreement.

Award:

City demand be granted.

August 5, 1996

Respectfully submitted,



I. Leonard Seiler
Chairman

