

State of New York  
Public Employment Relations Board  
Case No. IA 97-044; M97-331

In the Matter of the Arbitration

between  
City of Syracuse

and  
Syracuse Firefighters Association #280

AWARD OF THE  
ARBITRATION PANEL

In accordance with the provisions of Section 209.4 of the New York Civil Service Law the parties hereto submitted some 29 issues to the undersigned panel for its determination. On July 13, 1998, a hearing on these issues was held at the Airport Inn in Syracuse, New York. At these hearings both sides were represented and given full opportunity to present oral and documentary evidence. The Union submitted a pre-hearing brief and both parties submitted post-hearing briefs.

On September 14, 1998, the arbitration panel deliberated in executive session. This Award is based upon these deliberations, as well as upon the respective beliefs of the panel members. As a result of the executive session, and based upon the withdrawal of "demands" earlier submitted to the panel, the Award (with some exceptions) is confined to those issues over which no improper practice charges had been lodged and those issues that remain based upon the parties presentation and related matters, which issues are as follows:

1. Duration
2. Salary
3. Vacation
4. Banking of Leave
5. Personal Leave

11/22/98

11/22/98

11/22/98

## 6. Prior Discipline

## 7 Health Benefits

The remaining issues, excluding those under litigation, have been dismissed with the understanding that the dismissal represents an attempt to balance the parties' priorities and the legislative criteria within which this Award is rendered. In short, the panel, or a majority thereof, will issue a rationalization for the contractual changes it has made, but will not further explain the basis for the dismissal of each individual issue.

As indicated, the panel, or a majority thereof, has attempted to take a balanced approach realizing that not all proposals may be granted at the same time. More importantly, it has used specific criteria in reaching its conclusions. Some of these criteria were afforded great weight and others less weight. Where applicable the panel, or a majority thereof, has given great weight to comparative data. The Award, therefore, attempts to reflect the contracts and settlements in communities similar to the City of Syracuse. The panel, or a majority thereof, has used the cities of Buffalo, Rochester and Albany as the cities most comparable to Syracuse. It has given little weight to data regarding other communities.

The panel, or a majority thereof, has given considerable weight to the ability of the City to pay. It realizes that this ability is limited and that there has been a wage freeze and/or minor economic benefits for most City employees. Nonetheless, the panel, or a majority thereof, has also considered the fact that Buffalo, Rochester and Albany appear to be paying their firefighters more than does the City of Syracuse. This Award attempts to balance the inequity of disparate pay scales against the City's financial problems. That balance has been struck through an attempt to recognize that, while in the next two years the firefighters covered by this Award cannot "catch up" to their counterparts in the comparable cities, they also should not fall further behind. Thus the 3% wage increase mandated herein represents an approximate midpoint of similar increases granted by the aforementioned cities to the extent information regarding such increases was available.

The panel, or a majority thereof, has also given some weight to the issues of attracting and maintaining a high quality force of firefighters. In addition some weight has been given to the history of bargaining between the parties as well as to the problems created by increases in the cost of living. The panel, or a majority thereof, has also considered the interests and welfare of the public; the hazards of employment; physical, educational and mental qualifications; job training and skills.

It should be noted that Section 209.4 (v) provides that the panel shall consider "relevant factors" in addition to those set forth above. The most salient of those relied upon by the Chairman was the expertise of his co-panelists, especially as that expertise was manifested in the aforementioned executive session.

### **1. Duration**

Two years resulting in changing the PREAMBLE of the collective bargaining agreement such that it reads as follows:

This is a COLLECTIVE BARGAINING AGREEMENT (hereafter called the "contract") effective January 1, 1998 and terminating on midnight of December 31, 1999 between the CITY OF SYRACUSE, NEW YORK (hereafter called the "City"), and the SYRACUSE FIREFIGHTERS ASSOCIATION LOCAL 280, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereafter called the "Association").

### **2. Salary**

As is suggested above, salary has been the most contentious issue separating the parties. The City has argued that the general fund is the only source of support for salaries and benefits for firefighters. It maintains that property tax revenues contributing to this fund have declined in each of the past 12 years and that taxpayers already pay more than their proportionate share of increased municipal expenses. While State Aid has increased, the City notes that much of it is in the form of one time, non-recurring payments. The City's largest revenue source, its share of the County Sales Tax, has been reduced annually during the

decade of the 1990's pursuant to the allocation formula devised by the County Legislator, so that by 2000, it will have declined by 24.8%.

The City also emphasizes that in 1998/99 it had no reserves to carry over from prior years' operations. For these reasons it has concluded that there is no money available to give any of its bargaining units or unrepresented units wage increases.

As is indicated above, the panel, or a majority thereof, has considered the above analysis and concluded that while the City should not be required to catch up to comparable employers, its firefighters should not be required to fall further behind. Accordingly effective January 1, 1998, the base salary shall be increased by 3% and effective January 1, 1999, the salary then in effect shall be increased by 3%. This figure represents something less than was given by the City of Albany and approximately the same as was given by Rochester. The parties were unable to supply data with respect to the City of Buffalo. The base salary schedules to be attached to the collective bargaining agreement will be as attached hereto as Exhibits A and B.

### **3. Vacation**

While the Union's original vacation proposal demanded that employees be permitted to switch vacations between companies, a compromise is needed such that effective for the vacation selection process commencing for vacations to be taken in 1999 and thereafter, with such vacation selection commencing in or around December, 1998, the City, through the Chief of Fire and/or other of its delegees, shall use its best efforts such that all bargaining unit employees will have the opportunity to select a minimum of one 12-day vacation cycle between the last day of school in June of each year and the first day of school in September of the same year, with such school dates as determined by the City of Syracuse School District. Additionally, all bargaining unit employees whose scheduled vacation times are displaced by

line-of-duty injury leave and/or off-duty leave may "bank" the affected vacation time. The above shall be reflected in a new contract section.

The panel, or a majority thereof, believe that it is important for bargaining unit members to be able to schedule vacation time with their families. It further believes that the City's "best efforts" gives the employer sufficient flexibility to accomplish this goal where it reasonably may while not interfering with the fire fighting functions of its employees. In addition it is the opinion of the panel, or a majority thereof, that the banking of vacation periods during coincident time of injury leave is fairer than the current system of leaving the allotment of such displaced vacation solely at the discretion of the City. The parties shall add to their collective bargaining agreement the following new section:

Article 9.3 Vacation – Miscellaneous

*Effective for the vacation selection process commencing for vacations to be taken in 1999 and thereafter, with such vacation selection process commencing on or about December, 1998, the City, through the Chief of Fire and/or other of its delegates, shall use its best efforts such that all bargaining unit employees must have the opportunity to select a minimum of one 12-day vacation cycle between the last day of school in June of each year and the first day of school in September of the same year, with such school dates as determined by the City of Syracuse School District. Additionally, all bargaining unit employees whose scheduled vacation times are displaced by line-of-duty injury leave and/or off-duty injury leave may "bank" the affected vacation time.*

**4. Banking of Leave**

Under Article 12.6 of the current agreement firefighters may accumulate compensatory time, up to a maximum of 160 hours, in lieu of receiving overtime pay for overtime actually worked. The Union has asked that this maximum be increased to 240 hours and the panel, or a majority thereof, has granted the proposal because it does not result in substantial costs to the City. Moreover, given the fact that Syracuse firefighters earn less than

those in comparable communities, it is appropriate to grant them this benefit.. For these reasons, effective as soon as practicable, but in no event later than December 15, 1998, all bargaining unit employees shall have the maximum allowable banked leave increased from 160 to 240 hours. Banked leave time can be accessed and utilized as done in the past and shall include doing so at the time of retirement. The above shall be reflected by amending Section 12.6 of the contract as follows:

### **12.6 Compensatory Time**

At their option, bargaining unit employees may accumulate, at time and one-half rates, up to a maximum total of **240** hours compensatory time in lieu of receiving overtime pay for overtime actually worked. This compensatory time off will be taken subject to the existing rules covering the taking of personal days and vacation days and the bargaining unit employees may access such bank at the time of their retirement.

## **5. Personal Leave**

The Union's proposal on personal leave had three parts. One was an increase in the number of personal leave days for some employees. The panel, or a majority thereof, has denied this request, choosing rather to maximize the portion of the City's monetary package which goes toward salary. The Union also asked that employees be permitted to carry over four personal days into a new year. This has also been denied as an expense to the City. The panel, or a majority thereof, has granted the Union's request that District chiefs not be counted against the quota of 3 on December 24 p.m. and December 25 a.m. Article 21.6, Personal Leave, shall be changed by eliminating the appropriate parenthetical language in subdivision (3). The reason for this change is the belief that during the Christmas holiday firefighters who may have legitimate needs for personal days may be preempted by the district chiefs filling the slots on these two days. The above shall be reflected by amending Article 21.6 by eliminating in subdivision (3) the language in parenthesis, which is as follows:

*(except District Chiefs will be counted against the 3 quota on December 24 P.M. and December 25 A.M.)*

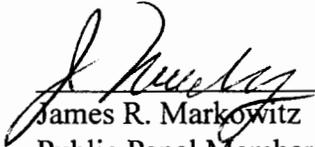
**6. Prior Discipline**

The Union has proposed that any prior oral or written discipline involving a firefighter which occurred more than 24 months prior to the date on which a disciplinary action is being considered shall not be factored into the decision making process for future discipline. The panel, or a majority thereof, believe that such a "wipeout" provision is overly broad. An employee's past offenses, if serious, should reasonably be considered in future discipline even if such discipline is more than two years down the road. On the other hand, the panel, or a majority thereof, believes that minor offenses which are not punished by time off or lost leave time should not be on an employee's record forever. Accordingly we order that a new contract section entitled "Prior Discipline" be created. This Section shall state "Any bargaining unit employee receiving any prior written or oral discipline other than time off shall have such discipline eliminated from the individual's record after a period of 24 months."

**7. Health Benefits**

Both parties have made proposals regarding health benefits. While a majority of the panel did not agree that any major amendments should be made, the panel, or majority thereof, did agree that the following language should be added to Article 7.2 of the parties' contract: "Bargaining unit employees shall have the right at their sole option to enroll in the health insurance program administered by POMCO through December 31, 1999."

January 25, 1999

  
James R. Markowitz  
Public Panel Member and Chairman

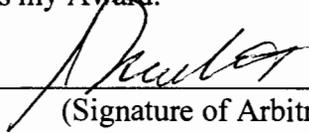
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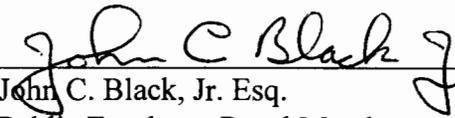
SS.:

County of Onondaga

I, James R. Markowitz, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

\_\_\_\_\_  
(Dated)

  
\_\_\_\_\_  
(Signature of Arbitrator)

  
John C. Black, Jr. Esq.  
Public Employer Panel Member

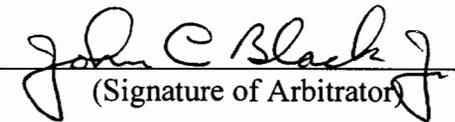
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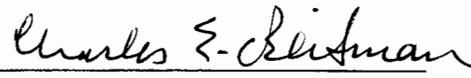
SS.:

County of Onondaga

I, John C. Black, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, from which I dissent.

1-25-99  
(Dated)

  
\_\_\_\_\_  
(Signature of Arbitrator)

  
Charles E. Blitman, Esq.  
Employee Organization Panel  
Member

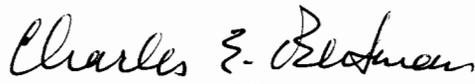
State of New York

SS.:

County of Onondaga

I, Charles E. Blitman, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

1-25-99  
(Dated)

  
\_\_\_\_\_  
(Signature of Arbitrator)

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