STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

In the Matter of the Arbitration between THE CITY OF JAMESTOWN Public Employer, -and- JAMESTOWN PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 1772, Employee Organization. PERB Case No. IA201-035; M201-231	**OPINION** **AND** **AWARD**

BEFORE: Jeffrey M. Selchick, Esq.
Public Panel Member and Chairman

John M. Crotty, Esq.
Employee Organization Panel Member

Joseph A. Bellitto
Public Employer Panel Member

APPEARANCES:

For City of Jamestown:

Phillips, Lytle, Hitchcock, Blaine & Huber LLP
Martin F. Idzik, Esq., of Counsel

For Jamestown Professional Firefighters Association, Local 1772:

Fessenden, Laumer & DeAngelo
Charles S. DeAngelo, Esq., of Counsel

BACKGROUND

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the Chairperson of the New York State Public Employment Relations Board ("PERB"), to make a just and reasonable determination of a dispute between the City of Jamestown ("City") and the Jamestown Professional Firefighters Association, Local 1772("Association").

The City of Jamestown is a municipal corporation located in the southeastern portion of Chautauqua County, located 70 miles southwest of Buffalo. The City encompasses approximately 9.5 square miles and has a population of slightly more than 32,000 residents. As indicated in a recent Official Statement for sale of General Obligation Bonds (Fennell Report; Union Exhibit 3, Tab 1), "The City has become the business and financial center for southwestern New York and a portion of northwestern Pennsylvania. The City's economy is in the process of transformation from a lumber and wood products center into one of more diversified industries." (At page 12).

The Association is the certified bargaining agent for all Civil Service Firefighters employed in the Fire Department of the City, exclusive of the Fire Chief, Deputy Chiefs and all civilian employees of the Department.

At the present time, the Jamestown Fire Department ("Department") is comprised of approximately 52 full-time positions.

The last collective bargaining agreement between the parties covered the period which commenced on January 1, 1999 and ended on December 31, 2000 ("1999-2000 Agreement").

Prior to the expiration of the term covered by the 1999-00 Agreement, the parties began negotiations for a successor contract, but such negotiations were unsuccessful. Thereafter, acting pursuant to the rules of procedure of PERB, impasse was declared and a PERB appointed Mediator met with the parties. Mediation was also unsuccessful, and on February 20, 2002, the Association filed a Petition for Interest Arbitration (Joint Exhibit 1) pursuant to Section 209.4 of the Civil Service Law.

The City filed a Response to said Petition on March 8, 2002 (Joint Exhibit 2), and thereafter, on April 29, 2002 the undersigned Public Arbitration Panel was designated by PERB, pursuant to Section 209.4 of the NYS Civil Service Law, for the purpose of making a just and reasonable determination of this dispute.

Hearings were conducted before the undersigned Panel in the City of Jamestown on September 3 and 4, 2002. At the hearing, both parties were represented by Counsel and by other representatives. Both parties submitted numerous and extensive exhibits and

documentation, including briefs, and both parties presented extensive arguments on their respective positions.

Thereafter, the Panel fully reviewed all data, evidence, argument and issues submitted by both parties. An Executive Session of the Panel was held on December 27, 2002, and thereafter additional discussions occurred between the Panel Members, until such time as agreement was reached on the terms of this Interest Arbitration Award.

The positions originally taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and post-hearing briefs, which are all incorporated by reference into this Award. Such positions will merely be summarized for the purposes of this Opinion and Award.

Accordingly, set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the statutory two (2) year period which commenced January 1, 2001 and continued through December 31, 2002.

In arriving at such determination, the Panel has specifically reviewed and considered the following factors, as detailed in Section 209.4 of the Civil Service Law:

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 interests and welfare of the public and the financial ability of the public employer to pay;

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

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

COMPARABILITY

Section 209.4 of the Civil Service Law requires that in order to properly determine wages and other terms and conditions of employment, the Panel must engage in a comparative analysis of terms and conditions with "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 contends that Jamestown Firefighters should first be compared with Jamestown Police Officers, who were recently recipients of an Interest Arbitration Award which provided wage increases and other terms and conditions of employment for the period which commenced January 1, 2000 and continued through December 31, 2001.[1] Additionally, the Association indicates that agreements have also been reached for the years 2000 and 2001 for the CSEA and AFSCME bargaining units consisting of other City employees. In terms of other Fire Departments, the Association offers as comparables the departments of Auburn, Batavia, Dunkirk, Elmira, Ithaca, North Tonawanda, Olean and Tonawanda. The Association has submitted the most recent collective bargaining agreements for all of the aforementioned Fire Departments and municipalities.

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[1] (*Matter of City of Jamestown and Kendall Club, Police Benevolent Association*, Rinaldo, Panel Chair, Opinion and Award dated 6/29/01, PERB Case IA200-008; Union Exhibit 1-I).

The City maintains that in determining the appropriate comparables for Jamestown Firefighters, it agrees that the Jamestown Police and other City employees are relevant comparables and also offers as comparables the upstate New York Fire Departments of Auburn, Binghamton, Dunkirk, Lackawanna, Lockport, North Tonawanda, Niagara Falls, Rome, Salamanca, Troy, Utica and Watertown. The City has submitted the most recent collective bargaining agreements for all of the aforementioned Fire Departments.

Panel Determination

Most relevant as a comparable is in fact the recent Interest Arbitration Award rendered by the Rinaldo Panel for the Jamestown Police. There is no question that the wages and other benefits provided to City Police pursuant to that Award must be considered foremost in fashioning a fair and equitable Award for Jamestown Firefighters.

The issue of appropriate comparables for Jamestown Firefighters was also addressed by Arbitrator Rinaldo in his Award for Jamestown Police. Of the comparable cities presented by the parties, Arbitrator Rinaldo accepted as proper comparables the upstate New York cities of Auburn, Binghamton, Dunkirk, Rome, Troy and Watertown. This Panel agrees with that determination and also finds Elmira and North Tonawanda to be appropriate comparables.

WAGES AND ABILITY TO PAY

Association Position

The Association maintains that the City is in a better financial position than it was when the Rinaldo Panel Award provided a 4% increase to Jamestown Police effective 1/1/01. Specifically, the Association asserts that the City has reduced the budget deficit as a result of excess revenues over expenses of almost $600,000 in 2001. Even before that occurred, the Rinaldo Panel provided Jamestown Police with a split 4% increase for 2000 and the 4% increase effective 1/1/01. The Award stated:

> "Regarding the City's ability to pay, this Panel is cognizant of the City's declining tax base and decreases in population. However, the Panel is persuaded from the budgetary and fiscal information submitted that the City can manage their financial affairs so as to fund the salary increases awarded by this Panel without unduly burdening their taxpayers. However, it may require an increase in taxes or an adjustment to the current level of services provided to the residents of the City." (Rinaldo Award, pp. 11-12)

And

> "Police personnel provide an essential public service to the community that public officials and residents must be prepared to address and support...No other public employee except for fire personnel face the same or similar challenges and demands on a daily basis, nor are exposed to the same dangers and risks, as that of a police officer." (Rinaldo Award, p.12)

While acknowledging that the City may have to face and make difficult financial choices, the Association maintains that the City does have the ability to pay the reasonable salary increases sought of 5% for each year of the two years covered by this Award.

The Association presented testimony by accepted municipal financial expert Edward Fennell, who testified that the City has a stable financial outlook and has taken steps to improve the overall financial situation. That opinion is further confirmed by Moody's Investor Services which although it recently reduced the City's bond rating, did find a positive future outlook due to increased tourism and attraction of new business to the area (Union Exhibit 3, Tab 3). Fennell further indicated that the City's ownership of its own power company will provide additional future revenue and provides power at reduced cost to City residents, thus allowing for increased taxes if necessary. Fennell found that sales tax revenue is also projected to increase. Fennell testified that other recent actions by the City, including a real property full valuation assessment and other revenue increasing strategies such as County involvement with funding of the local Community College will provide additional improvement in the City's financial situation. Fennell also noted that the City collects 100% of taxes due on City property, due to a special arrangement with the County government.

Fennell reviewed the Official Statement for the Sale of General Obligation Bonds, past and current Financial Statements showing Fund Balances, and 2002 budget documents and tax levy data (Union Exhibit 3, Tabs 1-9). Fennell testified that the City has 22% left on its constitutional tax margin and that the current

budget will allow the City to pay the modest increases sought by Jamestown Firefighters herein.

Fennell also compared salaries of Jamestown Firefighters with those of Firefighters in comparable upstate New York cities, and found that Jamestown Firefighters earn, on average, 16.5% less than Firefighters in comparable cities (Union Exhibit 2). Utilizing the $43,248 salary of a Jamestown Firefighter after 10 years, Fennell found Jamestown Firefighters to earn much less than Firefighters in comparable cities. That included the City accepted comparable cities of Auburn, Dunkirk and North Tonawanda. Fennell testified that Jamestown Firefighters are the lowest paid of the compared Fire Departments.

Additionally, several other comparable departments are offered the retirement option of Section 384-e, which provides a significant financial benefit and is not offered to Jamestown Firefighters. Fennell also noted, as will be discussed *infra*, that Jamestown Firefighters currently contribute more for health insurance than most of the other comparable Fire Departments. This offsets earnings when they are compared. Fennell also found that in the most likely comparison, to Jamestown Police Officers, that Firefighters earn about $2500 less when 10 year salaries are compared, and that overall, Jamestown Firefighters are currently 9.5% behind their police counterparts even if this Panel granted the Firefighters a 4% salary increase for 2002.

In summary, Fennell testified that based on his review of all City financial materials, including existing obligations and future budgeting, that the City has the ability to pay the requested increases and benefits sought by Jamestown Firefighters.

City Position

The City maintains that it is facing serious financial challenges and simply cannot afford the increases and benefits sought by Jamestown Firefighters. It is beyond dispute that the City has had a General Fund operating deficit in four of the last six years. The deficit exceeded $1 million dollars in calendar year 1999 and 2000. The City maintains that it is in a difficult financial position as it faces a shrinking population and tax base, decreasing sales tax revenues and a speculative future of State aid payments. It is against this backdrop that the Jamestown Firefighters seek significant salary and other increases.

James Olson, Director of Financial Services for the City, testified that the City's deficit is due largely to the increased cost of providing health insurance to active employees and retirees. The City asserts that while health insurance cost increases have been steady, the Firefighter contribution has not increased since 1993. Claims for prescription drugs represent a significant part of the increased costs. The City argues that Jamestown Firefighters are among the highest paid when the 1993

level of health insurance contribution is considered. When coupled with salary and other wage add-ons, the City maintains that Jamestown Firefighters are in fact among the highest paid when viewed against comparable upstate New York Fire Departments (see City Exhibit 1, Tab 3).

In terms of financial ability to pay, the City maintains that a major source of revenue for the General Fund is the property tax, which has been steadily declining in conjunction with the City's residential population. Real property tax assessments have gone down, while taxes have been increased for the past 3 years. This has resulted in a tax increase to City residents of over 25%. Notwithstanding tax increases, the City faces a declining tax base and loss of significant property from the assessment rolls, either due to not for profit status, demolition or court review. Additionally, sales tax revenue is projected to be lower than in past years, and will not satisfy budgeted expectations. The City indicates that it receives the lowest aid per capita under New York State's Distressed City Aid Program when compared among the 13 recipient New York cities. Olson testified that in addition to underestimating revenues from property and sales taxes, the City also underestimated the increasing cost of employee and retiree health insurance. This has contributed greatly to the current deficit.

While the City recognizes that tax increases should have occurred several years ago, it currently is taking necessary actions to reduce the deficit. The City indicates that at the current 79% of constitutional taxing margin, there is not much room left to increase taxes. Nor would increasing taxes further help to encourage business growth which is so essential to the City's future financial health. The City has been advised by business associations that increased taxes and higher utility rates will only result in more business leaving the City. While a new ice rink has opened amid hopes of business growth, there has been no current financial gain to the City, as the not for profit status of the property has resulted in the present loss of tax revenue for the City.

The City also indicates that in May 2000 Moody's Investor Services has downgraded the City's bond rating to Baa3, and in doing so Moody's stated: "The Baa3 rating reflects Jamestown's narrow financial operations, declining general fund balance, high debt burden, and modestly deteriorating tax base." The City notes that a Baa3 rating by Moody's is slightly above "junk bond" rating status (City Exhibit 1, City Financial Information). The City argues that it must reduce deficit spending if it is to improve its bond rating. As Olson indicated, a lower bond rating results in greater cost to the City when it must enter the financial markets to sell bonds and borrow money.

The City also argues that the recently rendered Foster Panel Impact Arbitration Award[2] provides payments to Jamestown Firefighters which will cost the City a lump sum payment of $49,000 immediately, and for the special fund portion, approximately $100,000 annually retroactive to 10/1/02. The City asserts that such payments will result in additional compensation of over $2,000 per year to each Firefighter and equates to a 5% raise for the majority of current Firefighters.

In sum, the City is unable to afford the large wage and benefit increases sought by the Association. The City recognizes the important and professional services provided by Jamestown Firefighters and has offered a general wage increase of 3% for 2001 and 2% for 2002 coupled with an increased employee contribution and other changes in health insurance coverage. The City maintains that it simply cannot afford to provide more and still provide responsible financial leadership for City residents.

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[2] *Matter of City of Jamestown and Jamestown Professional Firefighters Association, IAFF Local 1772*, PERB Case No. IA201-025, Foster, Chair. Award dated 10/3/02.

Panel Determination

When the overall compensation and benefit package enjoyed by Jamestown Firefighters is viewed against the accepted comparable Fire Departments, it is clear that Jamestown Firefighters are fairly compensated. Appropriately, Arbitrator Rinaldo reached a similar conclusion regarding Jamestown Police Officers in determining the appropriate wage and benefits to be awarded for calendar years 2000 and 2001. The Rinaldo Panel further determined that Jamestown Police, in order to maintain proper comparability with other Police Departments, should be provided with "...a fair wage increase and one that will not allow the salary of a Jamestown Police Officer to fall below that paid to police officers in comparable communities." (Rinaldo Award, p.11). After determining that the City had the financial ability to fund such increase, the Rinaldo Panel provided Jamestown Police Officers with a 4% wage increase effective 1/1/01.

The Panel has also considered the long history of pattern bargaining which has existed in the City of Jamestown. Notwithstanding similar increases over the past years, it appears that the Firefighters lag behind the Police in salary and other compensation (see City Exhibit 1, Department Comparison). In determining the appropriate wage increase to be provided to Jamestown Firefighters for 2001, the most important comparable therefore becomes the wage increase provided by the Rinaldo Panel to Jamestown Police Officers.

The concept of pattern bargaining is well established in the public sector, particularly as relates to police and fire personnel (see Portrait of a Process-Collective Negotiations in Public Employment, Public Employment Relations Series, Labor Relations Press: 1979, pp. 416-418). In pattern bargaining, the wages and benefits awarded to a group or groups of employees under the same management are given strong consideration in providing wages and benefits to remaining groups of employees under the same management (see Kochan, Collective Bargaining and Industrial Relations: From Theory to Policy and Practice. Homewood: 1980). The importance of the concept of pattern bargaining amongst uniformed personnel was recently recognized by Arbitrator Eischen in his recent Interest Arbitration Award providing wages and benefits to New York City Police Officers.[3]

In the instant dispute, it is both good municipal management and a matter of equity to provide Jamestown Firefighters with equal wages and benefits as provided to Jamestown Police Officers. Further, as did the Rinaldo Panel, and based on all of the evidence herein, this Panel has determined that the City has the financial ability to pay the 4% wage increase for 2001, coupled with the changes made to health insurance as discussed *infra*.

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[3] Matter of *City of New York and Patrolmen's Benevolent Association of the City of New York*, PERB Case No. IA201-027, Eischen, Chair. Award dated 9/4/02.

This Panel recognizes the historical relationship in bargaining, particularly as relates to salary and benefits, which has existed for many years between Jamestown Police Officers and Firefighters. The Panel therefore finds that the financial increases provided to Jamestown Police for the year 2001 in the recent Rinaldo Award must be equally provided to Jamestown Firefighters. Accordingly, Jamestown Firefighters are awarded a 4% salary increase effective and retroactive to January 1, 2001.

As regards calendar year 2002, the Jamestown Police do not yet have a collective bargaining agreement covering that year and in fact are in interest arbitration as of this writing to determine the appropriate terms and conditions of employment for 2002. However, the Panel acknowledges that when viewing settlements and Awards affecting comparable upstate New York cities fire and police departments, the majority have resolved in the range of a 4% to 5% wage increase in 2002 (see Union Exhibit 1, Tabs F and G). Most notably, the Panel finds that two other City of Jamestown bargaining units—AFSCME and CSEA-have settled their contracts for calendar year 2002. AFSCME unit members received a 3.10% wage increase for 2002 and CSEA unit members received a 3.20% increase for 2002 (City Exhibit 1, Department Comparisons). Both settlements were coupled with and included changes in health insurance coverage and contributions as sought by the City (City Exhibit 1, Health and Dental).

During the hearing and arguments presented to this Panel, both parties referred to and argued from the recent settlements reached by the City with the AFSCME and CSEA bargaining units. As a result, this Panel has carefully considered such agreements and finds them to be relevant and material to determine the appropriate increases to be provided to Jamestown Firefighters for calendar year 2002. In the first instance, the City has set a pattern, which it seeks to duplicate in the instant impasse, of changing health insurance coverage and the rate of employee contribution. Additionally, when coupled with health insurance changes similar to those made in the AFSCME and CSEA bargaining units, it becomes apparent that the City has the ability to pay a similar wage increase for Jamestown Firefighters. Again, it is simply good municipal management and a matter of fairness and equity to provide Jamestown Firefighters with no less of a wage increase for 2002 than provided to other City employees for the same period.

The Panel does recognize that the City must take steps to reduce the cost of health insurance coverage and benefits and therefore adopts the 3.2% wage increase for 2002 for Jamestown Firefighters with changes in the employee health insurance contribution as discussed in detail in the section on Health Insurance *infra*. Accordingly, Jamestown Firefighters are awarded a 3.2% salary increase effective and retroactive to January 1, 2002.

In making the salary determination herein, the Panel has carefully considered all of the financial data and arguments presented by both parties, and has applied such data to the criteria mandated by statute as specified in Section 209.4 of the Civil Service Law.

Accordingly, and after consideration of the extensive exhibits, documentation, and testimony presented herein; and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following

AWARD ON SALARY INCREASES

Effective January 1, 2001, and retroactive to that date, salaries of Jamestown Firefighters shall be increased by 4%.

Effective January 1, 2002, and retroactive to that date, salaries of Jamestown Firefighters shall be increased by 3.2%.

HEALTH INSURANCE

City Position

The City has maintained from the outset that the increased cost of providing health insurance benefits to City employees has significantly contributed to the deficit situation. The City maintains that it cannot afford to continue the current level of benefits and the current rate of employee contribution enjoyed by Jamestown Firefighters.

The City asserts that from 1996 to the year 2000, health and dental insurance claims for all City employees increased by 64% and by over 12% since 2000. Prescription drug claims have increased over 300% from 1996 to 2000 and by an additional 18% since then. As a result, the cost of monthly coverage has gone up; all increases of which have been paid for by the City, as Jamestown Firefighters have an employee contribution which has not increased since 1993. Currently, Jamestown Firefighters pay $15.01 or 5.71% of the cost of single coverage and $26.61 or 3.89% of the cost for family coverage (see City Exhibit 1, Health and Dental). Firefighters hired after 4/1/99 pay 15% of their medical insurance premiums for a period of 5 years, and thereafter, they pay the same amount as Firefighters hired before 4/1/99. (See 1999-2000 Agreement, Article X).

The City has several proposals in the area of health insurance. It seeks to increase the employee contribution toward health and dental coverage to 15% of the total monthly premiums for all employees, effective 1/1/01. It seeks to increase the employee co-pay for prescription drugs from the current $3.00 for generic drugs to $10.00; and from the current $6.00 for brand name drugs to $15.00. The City further proposes that employees hired after 1/1/02 not be provided health and dental insurance coverage upon retirement.

The City argues that Jamestown Firefighters have more comprehensive medical coverage than Firefighters in comparable cities, and that other cities also reduce costs by providing less expensive and more restrictive HMO plans, which Jamestown does not offer. Jamestown Firefighters also currently enjoy full medical and dental coverage upon retirement at the same low employee contribution paid by active Firefighters.

Association Position

The Association recognizes the increasing cost of health insurance coverage but argues that Jamestown Firefighters are being asked to contribute more than any other employee bargaining unit (City Exhibit 1, Health and Dental). The Association indicates that all other City employee bargaining units continue to pay a fixed contribution rate, while the City is seeking that Jamestown

Firefighters pay a disproportionate 15% of the total cost of health insurance coverage. Nor are any other City employees denied health insurance coverage upon retirement. The Association also has previously agreed that Firefighters hired after 4/1/99 pay 15% of the cost of health insurance for the first five year of employment, which is the identical provision applicable to the Jamestown Police, and to the AFSCME bargaining units. CSEA has only recently agreed to a change for employees hired after 6/18/01. Notwithstanding the City's proposal that all Jamestown Firefighters pay a 15% health insurance contribution, the fact remains that no City bargaining unit is currently making a percentage contribution for health insurance; all are paying fixed and flat rates as employee contributions. In effect, the City is trying to "catch up" all at once with the Jamestown Firefighters, without regard to fairness, equity and parity with the Jamestown Police Officers unit.

The Association argues that Arbitrator Rinaldo was also requested by the City to establish a 15% contribution for health insurance and the Rinaldo Panel rejected that City proposal, finding instead that to do so "...would represent a significant change in the way the Parties have handled health insurance and is a proper subject for future negotiations." (Rinaldo Award, pp. 22-23). The Rinaldo Award did increase the deductibles and prescription co-pays for Jamestown Police (Rinaldo Award, p. 23).

It is the view of the Association that in this case, Jamestown Firefighters should not be treated differently than Jamestown Police Officers. The Association further argues that Firefighters and Police should be treated differently, in the area of health insurance coverage and contributions, than other non-public safety services, due to the nature of the work, responsibilities, hazards and other working conditions of the public safety employees.

Panel Determination

It is a well known fact that throughout the Unites States and particularly in New York, health insurance coverage costs have increased at a significant rate over the past 10 to 15 years. It is equally clear that all indications are that such trend will continue. This Panel recognizes that the cost of employee health insurance is a major consideration to the City as employer as it works diligently to reduce the existing budget deficit and bring the City to a sound financial situation. The Panel further recognizes and agree that some changes to health insurance coverage and employee contribution are warranted for Jamestown Firefighters; it is the appropriate level of change that remains in controversy.

Having held *supra* that the Rinaldo Award was significant in determining the appropriate wage increase to be provided to Jamestown Firefighters for calendar year 2001, it follows that

health insurance changes provided therein must be given equal consideration as applied to the instant Panel Award.

While rejecting an increase in employee contribution for Jamestown Police, the Rinaldo Panel did agree with the City that some change in health insurance coverage was required. As a result, the Rinaldo Award provided an increase in deductibles for individual coverage from $100 to $150 and for family coverage from $200 to $300 and the increase in prescription co-pays for generic drugs from $3.00 to $5.00 and for brand name drugs from $6.00 to $10.00 (Rinaldo Award, p. 23).

As the instant Panel accepted the Rinaldo Award in providing a 4% wage increase to Jamestown Firefighters in 2001, it is appropriate that the same increase in deductibles and prescription co-pays be awarded herein. Accordingly, deductibles for individual coverage shall be increased to $150 and for family coverage to $300. The prescription co-pays for generic drugs is increased to $5.00 and for brand name drugs to $10.00. Recognizing the impracticality of providing such increases retroactively, the Panel awards herein that the effective date of such increased deductibles and prescription co-pays be December 31, 2002.

Further, this Panel has given serious consideration to the other City health insurance proposals, and has reviewed the record of comparables regarding employee contributions based on a percentage of health insurance costs. Based on such review, the Panel finds little or no support for the awarding of a percentage

contribution for Jamestown Firefighters (see Union Comparable Contracts; City Exhibit 1, Health and Dental Comparisons).

This Panel does however find that similar changes as made by the CSEA unit are of relevance herein, in view of the fact that this Panel has awarded the same 3.2% salary increase as provided to CSEA bargaining unit members to Jamestown Firefighters for calendar year 2002. Accordingly, in response to the City's proposal for some relief as to employee contribution to the increasing cost of health insurance, and consistent with what the City has agreed upon with the CSEA bargaining unit, this Panel finds that the monthly contribution of Jamestown Firefighters warrants a similar increase.

The Panel awards that effective 1/1/02, the employee monthly contribution for Jamestown Firefighters shall be $25.00 for single coverage and $50.00 for family coverage. The Panel is not changing the existing contract provision that those employees hired after 4/1/99 shall pay 15% of the cost of their medical insurance premium for a period of five (5) years and thereafter, they shall pay the same amounts as monthly contribution as made by employees hired prior to 4/1/99.

The Panel does however create a new group of employees for purposes of health insurance contributions---those hired after 12/31/02---shall be required to pay 15% of the cost of their medical insurance premium for a period of seven (7) years and thereafter, they shall pay the same amounts as monthly contribution

as made by employees hired prior to 4/1/99 ($25.00 per month for single coverage/$50.00 per month for family coverage).

AWARD ON HEALTH INSURANCE

1. Effective 1/1/02 and retroactive to that date, the employee monthly contribution for Jamestown Firefighters shall be $25.00 for single coverage and $50.00 for family coverage.

2. Employees in this bargaining unit hired after 12/31/02 shall pay 15% of the cost of their medical insurance premium for a period of seven (7) years and thereafter, they shall pay the same amounts as monthly contribution as employees hired prior to 4/1/99 are then paying.[4]

3. Effective 12/31/02, deductibles for individual medical coverage shall be increased to $150 and for family medical coverage to $300. The prescription co-pays for generic drugs is increased to $5.00 and for brand name drugs to $10.00.

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[4] The 15% contribution provided herein does not apply to unit members hired prior to 12/31/02 and subsequently laid off or otherwise released from full-time work status and who are returned to full-time work status after 12/31/02.

LONGEVITY PAYMENTS

Association Position

The Association seeks an increase of $400 to each step in the longevity schedule set forth in Article 4, Section 12 of the Agreement. The Association argues that several of the comparable Fire Departments receive greater longevity payments, resulting in higher overall earnings over a 20 or 25 year career. An increase in longevity payments would also offset some of the disparity that currently exists between Jamestown Firefighters salaries and those of Jamestown Police Officers. The Association indicates that it is critical to note that the base wage received by Jamestown Police Officers includes longevity payments which had been rolled into base. And as Fennell testified, even if this Panel provided a 4% salary increase in 2002, Jamestown Firefighters would remain 9.5% behind Jamestown Police Officers for the 2001-02 contract period.

City Position

The City is opposed to any increase in longevity payments on the grounds that such increase is not warranted based on the comparables, and because the City simply cannot afford to provide such increases in the current fiscal climate. The City argues that Jamestown Firefighters currently receive more lucrative longevity payments than Firefighters in Auburn, Binghamton and Troy (see City Exhibit 1, Wage and Benefit Comparables).

The City also indicates that longevity payments were recently increased effective 1/1/99. Finally, the City argues that longevity payments are an expensive benefit, in that increased longevities also increases the individual Firefighter's overtime wage rate.

PANEL DETERMINATION

The Panel finds that Jamestown Firefighters do receive a fair longevity payment when compared with the accepted comparables, but remain lower paid in overall compensation when compared with Jamestown Police Officers. As the economic benefits provided to Jamestown Police have been found to be relevant and material in providing similar benefits, the Panel finds that longevity payments for Jamestown Firefighters shall be increased by $50 to each longevity step for each of the 2 years covered by this Award.

AWARD ON LONGEVITY PAYMENTS

1. Effective 1/1/01 and retroactive to that date, longevity payments shall be increased by $50 to each longevity step.

2. Effective 1/1/02 and retroactive to that date, longevity payments shall be increased by $50 to each longevity step.

OVERTIME

Association Position

Currently, Jamestown Firefighters are required to work one-half (1/2) hour beyond the end of their shift before receiving overtime. This means that a Firefighter must work 1/2 hour without compensation when held over from a shift. The Association requests that Article 4, Section 3(a) of the Agreement be modified consistent with the Fair Labor Standards Act[4] (FLSA) rule which requires that employees who work over 15 minutes be compensated for all time beyond the end of the shift at the 1.5 overtime rate.

City Position

The City agrees that currently Jamestown Firefighters are not compensated for time periods of 1/2 hour or less above 40 hours. The City indicates that the comparables reflect a mix of agreed practices regarding this issue. The City notes certain comparables which do not pay overtime for less than 15 minutes above 40 hours (see City Exhibit 1, Wage and Benefit Comparables).

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[4] See 29 C.F.R. Section 785.4(a)(b), and see Exhibit A to Association Brief regarding "rounding" of time not to exceed 15 minutes.

PANEL DETERMINATION

The Panel finds no comparable which requires any Firefighter to work 1/2 hour without compensation when held over from a shift. The Panel finds that a change in this contract provision is warranted and determines that Article 4, Section 3(a) of the Agreement shall be amended to reflect the FLSA rule that employees who work over 15 minutes beyond the end of the shift be compensated at the 1.5 overtime rate for all time worked beyond the end of the shift.

PANEL AWARD ON OVERTIME

Effective 12/31/02 and retroactive to that date, Article 4, Section 3(a) of the Agreement shall be modified to provide that unit members who work over 15 minutes beyond the end of the shift be compensated at the 1.5 overtime rate for all time worked beyond the end of the shift.

REMAINING ISSUES

The Panel has reviewed in great detail all of the demands and proposals of both parties, as well as the extensive and voluminous record in support of said proposals. The fact that these proposals have not been specifically addressed in this Opinion and Award does not mean that they were not closely studied and considered in the overall context of contract terms and benefits by the Panel members. In interest arbitration, as in collective bargaining, not all proposals are accepted, and not all contentions are agreed with. The Panel, in reaching what it has determined to be a fair result, has not addressed or made an Award on many of the proposals submitted by each of the parties. The Panel is of the view that this approach is consistent with the practice of collective bargaining. Thus, we make the following award on these issues:

AWARD ON REMAINING ISSUES

Except for those proposals and/or items previously agreed upon by the parties herein, any proposals and/or items other than those specifically modified by this Award are hereby rejected. All terms and provisions of the 1999-2000 Agreement between the parties which have not been modified by this Award are hereby continued.

TERM OF AWARD

Pursuant to the provisions of Civil Service Law Section 209.4(c)(vi) (Taylor Law), this Award covers the period commencing January 1, 2001 and ending December 31, 2002.

JEFFREY M. SELCHICK, ESQ.
Public Panel Member and Chairman

4/17/03
Date

[Concur]
[Dissent]

JOHN M. CROTTY, ESQ.
Employee Organization Panel Member

3-21-03
Date

[Concur]
[Dissent]

JOSEPH A. BELLITTO
Public Employer Panel Member

4/11/03
Date

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

On this 17th day of April 2003, before me personally came and appeared Jeffrey M. Selchick, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Maureen R. Mackesey
Notary Public

MAUREEN R. MACKESEY
Notary Public, State of New York
Residing in Albany County
01MA4988009
My Commission Expires October 28, 2005

STATE OF NEW YORK)
COUNTY OF) ss.:

On this 21 day of March 2003, before me personally came and appeared John M. Crotty, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

RICHARD J. SCHAEFER
Notary Public, State of New York
No. 01SC5065321
Qualified in Albany County
Commission Expires Sept. 03, 2006

Notary Public

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss.:

On this 11th day of April 2003, before me personally came and appeared Joseph A. Bellitto, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

LEE A. CANNON #01CA6057629
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires April 23, 2003

Lee A. Cannon
Notary Public

CITY OF JAMESTOWN

DIRECTOR OF FINANCE	(716) 483-7538	FINANCE DEPARTMENT MUNICIPAL BUILDING	DATA PROCESSING	(716) 483-7538
COMPTROLLER	(716) 483-7539		CITY CLERK	(716) 483-7612
TREASURER	(716) 483-7512	JAMESTOWN, NEW YORK 14701	ASSESSOR	(716) 483-7510

DISSENT

April 11, 2002

Mr. Jeffrey M. Selchick, Arbitrator
Post Office Box 11-280
Albany, NY 12211-0280

RE: City of Jamestown & Jamestown Firefighters
PERB Case No. IA201-035

Dear Mr. Selchick:

This letter will serve as my dissent with regards to the above-referenced arbitration case. Please see to it that it is attached to your Opinion and Award.

I must say I have become totally disillusioned by the process in this case. At a minimum, I believe the process has been highly unusual. As support for my statement, I would like to chronologize the events in this case to the best of my recollection.

The hearing for this case was conducted in the City of Jamestown on September 3 and 4, 2002. Subsequently, the Panel, consisting of yourself, John Crotty, Esq., representing the firefighters, and I, met in Albany on December 27, 2002.

At this meeting in Albany you proposed the following award:

1. 4% salary increase for 2001.
2. 2% salary increase for 2002.
3. Increase single health insurance deductibles from $100 to $150.
4. Increase family health insurance deductibles from $200 to $300.
5. Increase generic prescription co-pays from $3 to $5.
6. Increase brand name prescription co-pays from $6 to $10.
7. Increase single monthly dental contribution from $2.49 to $3.50.
8. Increase family monthly dental contribution from $8.39 to $9.50
9. Increase single and family monthly health insurance contributions to equal 7.50% of the respective monthly premium.

10. Eliminate the provision that new employees hired after April 1, 1999 would pay 15% of the health insurance premium. All employees would pay 7.50%. (Number 9).
11. All health, dental and prescription awards would be effective as of December 31, 2002. (Numbers 3 through 10).
12. The City would not be awarded part-time firefighters or a change in the work schedule. These items would need to be negotiated in future contracts.
13. No other changes to the existing contract would be awarded.

It was my impression at this meeting that you intended to finalize your award in short order. I was certainly willing to resolve the matter as soon as possible. As you know, Mr. Crotty, on behalf of the union, strenuously objected to your proposed disposition at the December 27 meeting.

In following up on that meeting, we spoke on the telephone on approximately 4 or 5 occasions prior to February 6th. Our conversations on each of these occasions were short, and your message was consistent each time: You were waiting for the union (Mr. Crotty) to get back to you regarding any responses or counter-proposals to your initial proposals. I requested, and you agreed, to allow me to counter any responses or counter-proposals made by Mr. Crotty.

Let us also recall that, at the December 27 meeting Mr. Crotty, in reaction to your initial proposals, asserted that the City was violating the law of the State of New York by increasing the health insurance contribution, deductible, and co-pay levels of retirees to match those of active firefighters. This was not an issue before the Panel. It had not been brought up by the union at the hearing or in its brief. It was raised for the first time by Mr. Crotty. This issue was just an inappropriate smoke screen raised by the union's representative in order to complicate and delay the Panel's deliberations. You stated to me in a subsequent telephone conversation that you had done your own research into the issue and were troubled. You were troubled by a newly raised union interest issue that had never been raised before. And, this was in the face of the extremely clear language in the collective bargaining agreement which reads:

> ... employees who retire will be eligible for continued participation in the same health and dental insurance plans of the City as provided for active employees provided that such retirees continue to pay to the City an amount of money equal to amounts paid toward health and dental insurance premiums as active employees are required to pay to participate in said health and dental insurance plans.

It is incomprehensible to me how or why you would have collaborated with Mr. Crotty to raise a question concerning retirees' health and dental insurance contributions in light of this language and in light of the fact that this had never been raised by the Firefighters Union as an issue to be addressed by our Panel. Yet, you did so. Why? Why did this newly raised issue subsequently go away?

The firefighters were expecting the exact package received by the Police in their 2000-2001 interest arbitration: 4% each year and token increases in health insurance contributions. You were set on giving the firefighters 4% in 2001 to equal the Police award. However, on more than one occasion at the executive session and over the phone, you stated that you recognized the serious financial situation facing New York State and the trickle-down effect it would have upon local municipalities. You stated that you believed that 2% in the second year of the contract was reasonable given the financial condition of the City. In addition, you were cognizant of the national problem of escalating health insurance costs and were comfortable in recommending that firefighter health insurance contributions be made as a percentage of premium (7.50%).

What I find both interesting and troubling is that I am completely unaware of ANY alternative proposal ever made by Mr. Crotty after the December 27 meeting. If any such a proposal was made, you did not offer me the privilege of that information. As you must know, Mr. Crotty and I have not spoken since the executive session.

Suffice it to say, I was surprised and very disappointed when you called me on Thursday, February 6, 2003 to inform me of very substantial changes to your proposed award. Again you made no mention of any input received from Mr. Crotty. In that telephone conversation, you informed me you had firmly arrived at the following changes:

1. The 2002 salary increase would change from 2% to 3.2%
2. No increases to firefighter dental insurance contributions.
3. Firefighter health insurance contributions would not be based on 7.50% of premium, but would be increased by a flat dollar amount to $25 single and $50 family per month.
4. New employees hired after December 31, 2002 would pay 15% of health insurance for the first seven years of employment. (An increase of two years over the current first five years).
5. Firefighters would receive a $50 longevity increase in each year of the award (newly addressed item).

It was obvious to me that, for some reason, you had changed your position and were not going to return to your original proposed award. I informed you that these changes would not be acceptable but, nevertheless, you asked me to run these past the City negotiation team and stated you would call me the next week. Again, I asked for the opportunity to counter. As you know, you never called me after that date. (You did call me today, April 11, 2003 to inquire about the status of this dissent).

Let's review the changes you made from your proposed disposition on December 27 in arriving at your final award:

Numbers 1 & 4:
During our phone conversation of February 6, 2003 you said you decided to give the firefighters 3.20% (instead of 2%) since that is what our CSEA union received in 2002. Certainly, this is an inequitable change in your award. What you refused to take into consideration is that all new CSEA employees hired after June 18, 2001 will pay 15% of the health insurance premium during employment and through retirement. For the firefighters, you simply added two years (from five to seven) that new employees hired after December 31, 2002 would be required to contribute 15% of premium. Adding a measly two years for employees in the future in exchange for an additional 1.20% salary increase is hardly a quid pro quo.

Number 2:
During the executive session, you grabbed hold of the fact that firefighters have made the same contribution for dental insurance since 1982: $2.49 / month single and $8.39 / month family. You proposed a small but justified increase in their monthly contribution. This increase has disappeared in your award.

Number 3:
At the executive session, you and I agreed that placing the firefighter contribution for health insurance on a percentage of premium was commonplace in both the public and private sector. In fact, eight of the City's comparables had firefighters paying a percentage. Your change back to a flat dollar increase is, therefore, inexplicable.

Number 5:
Your change here really boggles my mind. It was clearly documented during the arbitration hearing and I again reiterated at the executive session, that Jamestown firefighters were in the far upper end when compared with peer cities in terms of annual longevity compensation. You changed your position and during our conversation of February 6th, you stated that you had decided to award the firefighters a $50 increase per step for each year of the award "to catch them up to the police". The facts are that the Police have not received a longevity increase since 1994 when it was rolled into their base pay and new employees since 1995 don't receive a longevity benefit. Currently, 20 police officers or approximately one-third of the department does not receive longevity.

Finally, my last point is in regard to your overall basis for this award, and as I see it, the inherent problem with the binding arbitration process in the State of New York. Time and time again in your award, specifically on pages 7, 15, 16, 17, 23 and 24, you reach your decisions on the basis of adherence to the Rinaldo award. Arbitrator Rinaldo rendered his award on June 29, 2001. Let's review a few of the state, national and international events that have occurred since June 29, 2001:

1. Terrorists hijack four airplanes, destroy the World Trade Center, and kill 3000 people.

2. The United States engaged in a war in Afghanistan and is currently engaged in a war with Iraq.
3. The New York State Comptroller warns of increased retirement system rates to 15% of payroll for municipalities to cover police and firefighters.
4. The Dow Jones Industrial Average has lost 30% of its value and local, state and national economies are in the doldrums.
5. Counties in New York State increase property taxes by an average of 15% due to increased Medicaid costs being passed down by the state.
6. School districts across New York State face the elimination of teachers <u>and</u> increasing property taxes due to severe cuts in state aid.
7. Gasoline prices approach $2 per gallon.
8. Health and dental insurance rates continue to escalate nationally far in excess of the rate of inflation.

There is a major flaw in the system, and therefore in your award, if it can not consider a series of events that dramatically affect not only a municipality's ability to pay, but the ability of taxpayers to pay as well. Your award, in reality, pays no consideration at all to the ability of the City of Jamestown or its citizens to pay. You may say you have considered the "interests and welfare of the public," but I find this unsubstantiated.

I was also under the impression that it was normal for arbitrators to prepare a draft version of their award for a panel to review and I was expecting the same. Again, I was surprised and disappointed when I received your Opinion and Award on March 27, 2003 (three (3) months after our December 27 meeting and seven (7) weeks after our February 6th telephone conversation) which had already been signed by Mr. Crotty on March 21, 2003!

Your Opinion and Award states at page 4:

> "An Executive Session of the Panel was held on December 27, 2002, and thereafter additional discussions occurred between the Panel members, until such time as agreement was reached on the terms of this Interest Arbitration Award."

This is a misleading statement. I must assume you had several "additional discussions" with Mr. Crotty after December 27, "until such time as agreement was reached on the terms of this Interest Arbitration Award" but, as both you and Mr. Crotty well know, I was not invited to participate in those discussions. Then, when you telephoned me on February 6, 2003 I was presented with a pre-determined award and never had any discussion with you, let alone Mr. Crotty, after that date. The Award was dictated to me as the representative of the City of Jamestown. As I sit here today, I do not know what arguments or proposals Mr. Crotty offered to persuade you to change your mind to so significant an extent. I was not given the opportunity to discuss or counter any such argument or proposal.

Finally, I must include my personal comments on the arbitration process in general. It is no wonder to me why New York State has one of the highest income tax rates, the third lowest bond rating, and that its cities, counties, towns and villages have some of the highest property tax rates in the country. Arbitrators such as yourself continue to dole out awards based on the "concept of pattern bargaining", a system that perpetuates a continuous, vicious circle. With this fallacious approach, there can never be a break in the circle.

While I firmly believe the City has an extremely competent and professional fire department, the fact remains our residents and taxpayers have endured a 25% property tax increase over a three-year period. Many of them have been laid-off or lost their jobs; many businesses have closed. Likewise, health insurance costs have increased by double-digit percentages for the past ten years. Yet, our employees make minimal contributions as compared to national averages. I certainly support reasonable pay increases during good financial times, but this out-dated 1970's system of "pattern bargaining" needs to be overhauled. It apparently didn't matter what type of financial documentation the City presented at the hearing nor did it matter that things have changed drastically since June 29, 2001, the date of the Rinaldo award. What does matter is the burden the citizens of the City of Jamestown will continue to have to bear into the future and to what extent they are financially able to do so.

In closing, I must dissent from this ill-conceived and unfair award. I know this will not be surprising to either you or Mr. Crotty since you both know that the final award was fashioned without any meaningful participation on my part.

Sincerely,

Joseph Bellitto
City Comptroller

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LABOR ARBITRATION
EMPLOYMENT DISPUTE RESOLUTION

April 29, 2003

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
APR 30 2003
CONCILIATION

RE: City of Jamestown & Jamestown Prof Firefighters
PERB Case IA201-035 (Interest Arbitration)

Dear Parties:

Enclosed please find the Concurring Opinion submitted by Employee Organization Panel Member John M. Crotty, Esq. This Concurring Opinion is to be attached to the Opinion and Award and Dissenting Opinion previously issued.

As to Employer Panel Member Bellitto's Dissenting Opinion, the undersigned refers the parties to Civil Service Law §205.4(b) and agrees with the Concurring Opinion that references to the discussions at the Executive Session and thereafter are inappropriately included in the Dissenting Opinion. Such comments should be ignored.

As to implications and accusations made by Mr. Bellitto regarding the integrity and professionalism of the undersigned, I stand on my record and reputation as an Arbitrator for over 20 years and a professional in public sector labor relations since 1975. Mr. Bellitto's lack of any professional experience in public sector labor relations is apparent by his comments and his failure to grasp and understand the essential dynamics of the process.

Very truly yours,

Jeffrey M. Selchick

cc: Joseph Bellitto, City Panel Member
John M. Crotty, Esq., Assn Panel Member
Richard A. Curreri, Esq., PERB Conciliation

State of New York
Public Employment Relations Board

In the Matter of the Interest Arbitration

between

City of Jamestown,

Public Employer,

- and -

Jamestown Professional Firefighters Association, Local 1772,

Employee Organization.

PERB Case No.
IA201-035; M201-231

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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APR 30 2003
CONCILIATION

CONCURRING OPINION

I submit this opinion as a response to the dissenting opinion that was filed by Panel Member Joseph Bellitto.

Mr. Bellitto throughout his dissent discloses his version of communications that were allegedly had or which he suspects may have been had between and among the Panel Chairman and one or the other or both of the Panel Members. Under Civil Service Law §205.4(b), those communications may not be revealed, voluntarily or otherwise, except in conjunction with a criminal prosecution. I do not know the experience Mr. Bellitto draws upon when he expresses his disillusionment with the process of interest arbitration in general and the "highly unusual" nature of this proceeding in particular, but in the many years I have been involved in public sector labor relations, I have never seen

any panel member make such an extensive disclosure of confidential communications. That disclosure is the only aspect of this proceeding that is unusual. The law and my personal and professional ethics forbids an in-kind factual rebuttal. Suffice it to note that Mr. Bellitto's description of the Executive Session is materially inaccurate and, with respect to my alleged "input" with the Panel Chairman, his comments rest on nothing more than assumptions and his personal suspicions.

As to Mr. Bellitto's concluding remark that the award was fashioned "without any meaningful participation on [his] part," his own dissent shows that he was afforded several opportunities to persuade the Panel Chairman to accept his and the City's arguments. That he may have failed in certain respects does not establish that the process was flawed or unfair or unusual. Indeed, the City's positions at arbitration were so extreme that no fair and reasonable award could have embraced those demands. Rather than blaming the system for an award he cannot accept, Mr. Bellitto might better look at the City's proposals and its bargaining strategy.

Only a small part of Mr. Bellitto's dissent is addressed to the merits of the award. In that regard, this panel had but one responsibility. Its charge was to apply the record facts to the statutory criteria to produce a fair and reasonable disposition of the issues in dispute between the City and the Union. The majority award is so compelling in its rationale and so cogent in its analysis that no further defense of it by me is necessary or warranted at this time and in this place. This is not to suggest that the Association is entirely satisfied with the award. The complete satisfaction of all parties is not the intent

of the interest arbitration process and never its outcome. However, unlike Mr. Bellitto, I accept this award as a reasonable disposition of the dispute for the period January 1, 2001 through December 31, 2002.

As this is written, the parties are likely already in negotiations for a new collective bargaining agreement and it is in that process that both parties will once again have the opportunity to address their issues. Mr. Bellitto's unfounded assaults on the system of interest arbitration and his offensive attacks on the integrity of the Panel Chairman and this panel arbitrator are inappropriate and they do not serve any legitimate purpose.

Despite Mr. Bellitto's closing remarks, this award is neither "ill-conceived" nor "unfair" to either party or to the public. Neither I nor the Panel Chairman are oblivious to world, national, state or local realities, economic or otherwise, but as proven by the record developed before this panel, the City's firefighters never have had a wage and benefit package that is overly generous by any standard or one that is beyond the City's legal or practical ability to pay, however defined. This award does not change that situation, notwithstanding Mr. Bellitto's hyperbole. The award rests solidly on the record facts and the law and it is fair. For those reasons, I concur.

April 25, 2003
Date

John M. Crotty, Esq.
Employee Organization Panel Member