

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration

-between-

PROFESSIONAL FIREFIGHTERS ASSOCIATION
OF NASSAU COUNTY, LOCAL 1588

Compulsory Interest Arbitration

PERB Case No. IA2011-021;
M2011-76

“Petitioner or PFFA”

-and-

THE VILLAGE OF GARDEN CITY

“Respondent or Village”

X-----X

BEFORE:

ARTHUR A. RIEGEL, ESQ., CHAIRMAN OF THE PANEL
RICHARD S. CORENTHAL, ESQ., PETITIONER MEMBER
THOMAS B. WASSEL, ESQ., RESPONDENT MEMBER

APPEARANCES:

FOR THE PETITIONER:

MEYER, SUOZZI, ENGLISH & KLEIN, PC by STEVEN E. STAR, ESQ.

FOR THE RESPONDENT:

CULLEN & DYKMAN, LLP by GERARD FISHBERG, ESQ.

BACKGROUND

The parties are signatories to the collective bargaining agreement between the Village of Garden City (Respondent) and The Professional Firefighters Association, Local 1588, IAFF, AFL-CIO (Petitioner or PFFA) that expired on May 31, 2008 (Village Exhibit 1, PFFA Exhibit 1). A successor agreement covering the period June 1, 2008- May 31, 2009 was entered into. The successor agreement addressed only wages (PFFA Exhibit 3).

The parties engaged in negotiations in an effort to reach an agreement relative to a CBA to succeed the one that expired on May 31, 2009. Those negotiations proved to be unsuccessful. The Village declared an impasse on October 31, 2011.

As part of the declaration of impasse, the Village filed two improper practice charges (U-31497 and U-31460). These matters were resolved and both charges were withdrawn (PFFA Exhibits 5 & 6).

I was appointed to serve as the Public Member/ Chair of the Interest Arbitration Panel on November 25, 2011. On the same date, Richard S. Corenthal, Esq. and Thomas B. Wassel, Esq. were appointed to be the Employee Organization and Public Employer panel members respectively. Thus, the arbitration panel was established to hear and finally decide all relevant issues

The parties each submitted six proposals for the consideration of the panel (PFFA Exhibits 8 & 9). Prior to the commencement of the instant proceeding, the PFFA withdrew Proposal 5.

Hearings on this matter were held on July 10, 19, 24, September 4, 24, December 17, 2012 and May 29, 2013.

The parties were directed to submit post-hearing briefs on August 30, 2013. I received them in a timely manner. Executive sessions were held on September 4, October 4 and XX, 2013.

The parties were ably represented by counsel and had a full and fair opportunity to present testimonial and documentary evidence in support of their respective positions. The following is a discussion of the record created by the parties.

THE UNRESOLVED PROPOSALS

The following is a listing of each party's unresolved proposals:

VILLAGE (PFFA Exhibit 8)

A. Article IV – Holidays: Exchange Lincoln's Birthday for Martin Luther King Day.

B. Article VII – Salaries:

- a. Top firefighter's and top fire lieutenant's salary to be achieved after seven (7) years.
- b. Eliminate stability payments for employees not currently receiving such payments and freeze everyone else at current steps.

C. Article VIII – Vacations

New vacation schedule for all employees as follows:

1 to 5 years	14 calendar days
5 to 10 years	21 calendar days
After 10 years	28 calendar days

D. Article IX – Sick Leave

After 90 days sick, disability or compensation leave a fire fighter shall not receive holiday pay, earned vacation or sick leave until he or she returns for 15 consecutive work days.

E. Article X – Health Insurance

Health and dental insurance contributions by the Village for active employees and employees who retire on or after June 1, 2009 (those with at least twenty years of service) to be capped at May, 2010 dollar contribution rates.

F. Article XII – Other Benefits

- a. Eliminate termination pay
- b. Revise bereavement leave to one day for brother, step-brother, sister, step-sister, parent-in-law or grandparent.
- c. Each employee to attend thirty (30) hours of training per year on their own time.

PFFA (PFFA Exhibit 7):

- A. Article VII - Salaries—4.25% wage increase in each contract year.
- B. Article VII – Salaries—Section 7, Stability Payments:
 - After 8 years of service: \$1,200
 - After 10 years of service: \$2,000
 - After 15 years of service: \$3,000
 - After 20 years of service: \$4,000
 - After 25 years of service: \$5,000
- C. Article XI – Pensions—Negotiating for a retirement incentive in the form of financial remuneration/bonus.
- D. Article XII – Other Benefits – Section 1, Termination Pay: Negotiating for an increase of 20 hours of terminal pay for each year of service for members who retire with 20 years or more. Eliminate 28 year cap.
- E. Withdrawn
- F. Duration—Negotiate a multi year contract.

POSITIONS OF THE PARTIES

CONTENTIONS OF PETITIONER

The PFFA argued as follows:

In order for the Panel to evaluate the Union's proposals, two basic issues must be determined under Civil Service Law Section 209(4): (1) “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;” and (2) “the financial ability of the public employer to pay.”

Historically, the parties have used the Garden City PBA (“PBA”) and the Long Beach Fire Fighters (“Long Beach”) as comparables in bargaining. Long Beach is used because it is the only other bargaining unit of paid career firefighters on Long Island. The PBA is used because it is the only other bargaining unit in Garden City that has a public safety function and performs emergency services. The parties have not used Westchester County firefighting units as comparables in the bargaining process, nor have those municipalities looked to Garden City as a comparable.

There is no merit to the argument advanced by the Village that Westchester firefighter units (“Westchester”) are or have been comparables. The Union does not, and has never agreed that Westchester is a comparable. To the extent Westchester has been raised during negotiations, it was done unilaterally by the Village to cherry-pick select provisions from Westchester contracts that it would have liked to see implemented in Garden City. [T. JC, MS]. There is no evidence that any Westchester bargaining unit or contract was ever identified or utilized by the parties as a comprehensive comparable. In fact, Robert Schoelle, Village Administrator, conceded that the Union never agreed that Westchester was a comparable. Further, the parties stipulated that the Union “has never conceded the comparability between Westchester fire departments and Garden City’s fire department.”

In determining comparables, one looks to geographically proximate communities with similar demographics. As noted in *Southold PBA*, PERB No. IA2010-024, M2010-006 and *Kings Point PBA*, PERB No. IA-2009-011, M2008-324, arbitrators have taken a limited approach to applying this principal, making determinations regarding comparables that not only limit comparisons to Long Island, but specific regions of Long Island. In addition, *White Plains PFFA* PERB Award, July 2008-June 2010 (Village Exh. 20), limited the comparables to the City

of New Rochelle and the City of Mount Vernon, with no discussion of communities on Long Island).

Westchester is not in the same geographic region as Garden City, and no evidence has been presented regarding their relative demographics. In fact, none of the Village's exhibits from Westchester include a comparison with a unit Long Island. As such, Westchester is not a valid comparable, and the Panel has no basis to conclude otherwise.

It cannot be emphasized enough that a comparison between Long Island jurisdictions and Westchester County is unprecedented. Neither the record, nor prudence or common sense, justify establishing Westchester as a comparator, and the Union strongly urges the Panel not to consider a comparison with Westchester in this proceeding.

The Union submits that the salaries and benefits of the Village's Police Department/PBA unit, should also be used for comparison given the past bargaining history between the parties and the fact that police also perform critical safety functions for the Village. The PBA has always been the primary comparator in negotiations and the Union's wage increases have substantially tracked those of the PBA, and have reflected substantially similar percentage increases over time. [Exhibit 31]. The only exception to this pattern was in 2008, where the Union took a 2% increase as compared to the PBA's 4%, which were separated by the financial crisis. This aberration was explained by the Union (and not contested) and resulted from restraint by the Union in mediation during the financial crisis, with the understanding from the arbitrator/mediator that the Union's sacrifice would be rewarded in future negotiations. [T. MS].

As noted in the testimony of Mark Salerno and Joseph Cieslewicz, the Garden City PBA contract has not only been raised in the Union's negotiations with the Village as a comparable, the PBA was the primary comparator. Moreover, the Village routinely conceded the

appropriateness of the comparison in negotiations by invoking the PBA as a basis for its negotiation positions. It was a common refrain from the Village at the bargaining table that it could not yield to the Union's demands because the Village would then have to provide such benefits to the PBA.

Lastly, firefighter and PBA comparisons are not without precedent. Such comparisons are found in numerous interest arbitration awards.

"Ability to pay," like the rest of the criteria set forth in Section 209(4) of the Taylor Law, need only be considered "so far as the panel deems them applicable". The determination of whether, and in what way, an "ability to pay" defense may have a bearing on an award, is guided by certain principles.

In operating a budget, government leaders have the ability to make numerous choices as to how money is to be spent. There may simply be an *unwillingness* to pay - an unwillingness that may be "masked by arguments of inability to pay." According to accepted commentators, such an argument, though couched in the language of economic necessity, disguises a political judgment based on the priorities of the public employer and the power of conflicting social interests.

Precisely because budgeting is a matter of priorities, the standard for establishing inability to pay must be high. For one thing, the burden of persuasion rests on the municipality to show that it does not have the ability to pay.

The record establishes that the Village has the ability to pay for a reasonable increase in salary and other benefits. The Union's expert witness, Economist Kevin R. Decker testified persuasively, and without contradiction, and made the following findings based on the Village's budget and financial records:

1. The Village's financial condition is healthy.
2. The Village has the ability to pay for the Union's demanded reasonable wage increases.
3. The Village has a AAA bond rating from Moody's, the highest bond rating given. [Union Exh. 10-O, 11, 13].
4. The average family income in the Village is \$210,000/year, 55% higher than the average in Nassau County. The median value of a home in the Village is \$826,400, 72% higher than the Nassau County average. [Union Exh. 10-O].
5. A 4.25% wage increase would cost the average homeowner \$22.32 annually. [Union Exh. 10-M].
6. The population of Garden City increased 3.2%, evincing the desirability of the Village and signaling a positive outcome for tax revenues. [Union Exh. 10-O].
7. The spending in personnel for the Villages fire department decreased 7.2% over the 2009/2010 and 2010/2011 budget years. Personnel spending at the police department decreased only 1.8% over the same period. Personnel spending in other areas increased .23% over the same period. [Union Exh. 10-N].
8. The Village had very minor increases in property taxes. The average increase was \$155.25 per homeowner, approximately .07% of the average family income. As compared to other municipalities that had significant property tax increases, the Village's small increases demonstrate both its ability to comfortably manage its finances, and its ability to raise taxes to pay for expenditures without bumping up against tax cap limitations. [Union Exh. 10-D].
9. The Village is "not using anywhere near" the tax limit permitted under the State Constitution. The Village is using approximately 30% of its tax limit, far below the 75%-90% where it becomes a concern. In fact, the Village has used less and less of its State Constitutional tax limit since 2008. [Union Exh. 10-E].
10. The Village tax levy limit for 2012/2013 was \$46,156,550, but levied only \$45,038,7833, approximately \$1.17 million below its limit. This choice "left money on the table." While this may have saved taxpayers money, it eliminates any argument that the Village is in financial distress. The Village has no "tax cap" argument and could afford the Union's proposals without overriding the tax cap. [Union Exh. 10-F].

11. The Village has collected an average of \$587,000 more in revenue annually than it has budgeted over the last five years. [Union Exh. 10-L].

12. The Village has saved an average of \$1.7 million/year as compared to what it has budgeted over the last five years. [Union Exh. 10-L].

13. The Village has used an average of \$2.3 million/year less than it has budgeted from its General Fund balance. [Union Exh. 10-L].

14. The Village will end 2012 with a surplus based on recent trends and Decker's analysis. Complete 2012 and 2013 actual and budgeted data was not available at the time of Decker's analysis.

15. The Village's Fund Balances have been between \$9 million and \$13 million over the last five years, which has translated to between 18.27% and 28.97% of the Village's budget. This is a very health percentage, and far above the 5% recommended by Moody's. [Union Exh. 10-K].

16. The size of the Village's Reserve Fund demonstrates its strong financial health. Allocating money to a reserve fund is merely a choice as to where to place money that you have, it does not reflect a lack of funds.

17. The Village's cash position since the expiration of the firefighter's contract was \$10.55 million on May 31, 2009; \$11.5 million on May 31, 2010; and \$10.56 million on May 31, 2011. [Union Exh. 10-K].

18. The Village historically underestimates its revenue, overestimates its expenditures, and uses less Fund balance than appropriated. [Union Exh. 10-L].

19. The Fire Department, compared to other departments in the Village, has paid the biggest price in terms of reduction in personnel service spending. [Union Exh. 10-N].

[Decker Testimony and Union Exhibit 10.]

The Village did not claim that the City has an "inability to pay" salary increases. The Village did not dispute Mr. Decker's findings and failed to call a financial expert to rebut Mr. Decker's testimony. The Village called one witness, Mr. Robert Schoelle, Jr., Village Administrator. Mr. Schoelle did not contest any of Mr. Decker's conclusions or findings.

Rather, his testimony focused on bargaining history, addressing a few of the Union's exhibits regarding savings achieved by the Village within the Fire Department, and to a much lesser extent, provided some limited information about the Village's budget. Mr. Schoelle also acknowledged that the Village has elected to forgo multiple revenue sources available to the Fire Department. Specifically, the Village has not implemented fees for mandatory inspections performed by the Fire Department, has elected to perform reinspections when violations are found rather than impose fines, has elected not to impose fines for false alarms, and that the Village withdrew and has not refiled an application for a federal SAFER grant that would have funded multiple firefighter positions.

The Village's rationale for declining to avail itself of a SAFER grant is that when it applied for the grant in 2010, a condition of the grant was that the Village would have to retain at its own expense the firefighters it paid for with the grant money for two years after the grant ran out. This rationale does not hold up to scrutiny. First, it makes little economic sense to forego the grant money because even if the Village had to pay to keep the firefighters for a limited, fixed period, the marginal cost of the firefighters over that time would be so low. Second, the requirement for the Village to maintain the firefighters for a fixed period at its own expense was dropped in 2011 (Union Exh. 59, 60), leaving no explanation whatsoever for failing to apply for the grant at that time or since. As with its approach to raising revenue through taxes noted by Mr. Decker, here too the Village has "left money on the table."

Publicly, the Village's trustees admit its financial condition is "SECURE," noting an upgrade of its bond rating to AAA on May 5, 2010. [Union Exh. 13].

The Village has also achieved substantial savings in the operation of the Fire Department. First, the Village has already saved over \$300,000 by implementing a "Code 4"

response which reduces the manning in response to fire alarms. [Union Exh. 18]. Specifically, the usual response to fire alarms requires six (6) Fire Fighters. Beginning February 18, 2011, the Village directed the Fire Department to staff only five (5) Fire Fighters if overtime would be required for a sixth person. This reduction in manning both increases the work load and risks of the unit members, and saves the Village an average of \$152,000 a year. [Union Exh. 16, 17, 18].

The Village also saves nearly \$500,000 annually through the retirement of four firefighters (who were not replaced) and elimination of the Captain position (whose duties were assumed by the Lieutenants) [Union Exh. 20]. Additionally, these significant savings do not reflect the further savings that will be realized as a result of the recent layoff of six (6) Fire Fighters and demotion of one (1) Lieutenant.

The Village has also saved over \$90,000 in overtime by not filling the "Day Fire Fighter" position for Fire Fighters on vacation or out on leave [Union Exh. 21-24; T. PC]. This further reduction in manning again both increases the work load and risks of the Fire Fighters, and saves the Village \$93,849 each year. [Union Exh. 21-24; T. PC]. These substantial savings provide additional evidence of the Village's undeniable ability to pay

While the Village has saved millions of dollars, the workload of paid firefighters has substantially increased. [Union Exh. 19]. The Village has outrageously decided to lay off firefighters despite budget surpluses and healthy fund balances.

In an environment where Garden City's housing market is "beating the bust." [Union Exh. 12], and where the Village finds money for police salary increases (up 10.76%) but continues to cut firefighter salaries (down 5.82%), [Exh. 10-J], the Panel must recognize the important contributions made by the Fire Fighters, and grant the Union's proposals.

The Village has argued that the financial crisis justifies denial of the Union's proposals, but has presented no evidence in support of that argument. In fact, Mr. Decker testified that the Village weathered the financial crisis well, and its ability to weather the financial crisis with minimal increases in taxes bespeaks its good financial health. In addition, the statutory criteria require the panel to evaluate the financial condition of the Village and not base it on unfounded and irrelevant generalities about the financial crisis.

The evidence in the record establishes, as confirmed by Economist Kevin Decker's un rebutted testimony, that the Village is in good financial condition, despite the economy. Thus, the Union's proposals are reasonable. .

Union Proposal 1 – Wage Increases

The starting annual salary of a Village Firefighter is currently \$38,780.40, and \$41,763.90 after six (6) months of employment. [Union Exh. 1, 3. 32]. This is substantially below the starting salaries of the Police/PBA who work for the Village. [Union Exh. 28-29]. According to 2009 rates, while a first year Firefighter makes \$41,763.90 after six (6) months, a first year Village Police Officer made \$46,233 after police academy, and currently makes \$51,259. [Union Exh. 1, 29]. Therefore, Village Firefighters are making substantially less than Village police officers.

Moreover, the top salary of a Firefighter in the Village is currently \$76,916. [Union Exh. 1]. The top salary of a police officer for the first half of 2009 was \$105,485 (more than 37% higher than a Firefighter), and is currently \$125,357 (more than 62% higher). [Union Exh. 1, 28-29]

As compared to Long Beach, according to 2009 rates, the starting salary of a firefighter was \$38,393.17, increasing to \$55,533.85 after the first year. After the first year, a Village

firefighter makes \$50,157.00. The top salary of a Long Beach firefighter in 2009 was \$106,033.93. While starting salaries between Long Beach and the Village are separated by only a few hundred dollars, after one year, a Long Beach firefighter's salary exceeds that of a Village firefighter by over \$5,000. At top salary, the difference is nearly \$30,000. [Union Exh. 1, 27].

The Union has proposed a retroactive 4.25% salary increase effective June 1, 2009 and a retroactive 4.25% salary increase effective June 1, 2010. [Union Exh. 7]. The Village is proposing no wage increases, and extending the time to reach top salary from four (4) to seven (7) years. [Union Exh. 8]. The 4.25% salary increases requested by the Union are necessary to bring the salaries of the Village Firefighters closer to the level of the salaries paid to comparable career firefighters in Long Beach, and the Village police officers.

In fact, without a salary increase, Village Firefighters will slip further behind the salaries of Village Police and Firefighters in Long Beach. The Village's Firefighters have now worked for over four (4) years without a raise.

The 4.25% annual wage increases that the Union is proposing is consistent with wage increases in Long Beach, the only other career firefighters on Long Island. The Village concedes that Long Beach has been a historical comparator for bargaining, providing a sufficient basis for the Panel to consider Long Beach's terms and conditions of employment in this proceeding. This concession, coupled with the fact that Long Beach is the only other paid career firefighting unit on Long Island makes the conclusion that Long Beach is an appropriate comparator inescapable. Using Long Beach as a comparator is also appropriate based on demographics. The municipalities have similar populations and number of career fire fighters, and they have the same number of fire houses (3), ladder trucks (2), heavy rescue vehicles (1), and a similar number of fire engines (4 in the Village and 5 in Long Beach). [Union Exh. 33].

To the extent that the demographics differ, it counsels in favor of the Union receiving more generous terms and conditions by comparison. Garden City is over twice the size of Long Beach geographically, its median income is nearly twice as much as Long Beach, and it has almost one thousand more businesses. [Union Exh. 33]. In fact, historically, the Union's percentage increases have been similar, though consistently higher than the Long Beach firefighters, with the exception of 2008. [Union Exh. 32]. As such, the Union's proposal of 4.25% is consistent with the 4% increase received by the Long Beach firefighters in 2009. [Union Exh. 27, 32].

The Union's proposal is also consistent with the 3.5% (split) salary increase awarded to the Village's Police Department/PBA in 2009 and the 3.5% (split with any loss as a result of the split being paid in a lump sum in June 2010) salary increase awarded 2010. [Union Exh. 29].

Although the salary increase proposed by the Union is slightly higher than those received by Long Beach firefighters and the Village PBA, the proposal is completely justified under the circumstances. In 2008, both Long Beach and the Village PBA received 4.0% wage increases, while the Village firefighters received only a 2% wage increase. [Union Exh. 27-29, 31-32]. As explained by the Union, without contradiction by the Village, the difference in increases that year was the result of the financial crisis emerging after the Long Beach and Village PBA increases occurred, and a mediation wherein the Union was assured that its acceptance of a smaller increase under those circumstances would be rewarded later.¹ The Union's modest

¹The Union's proposals for two 4.25% wage increases should factor in the 4% increase granted to the GC PBA in 2008 and the two 3.5% increases awarded to the PBA in 2009 and 2010. By seeking two 4.25% increases as compared to the two 3.5% increases awarded to the PBA, the Union only looks to recoup 1.5% of the 2% it gave up in 2008. The Union should not have to provide give backs to be awarded its wage proposals in view of the cuts in manpower and overtime which it has already suffered.

proposal would make up a small part of that discrepancy, and move the pay rates of its members closer to those of the comparable bargaining units. Thus, a 4.25% wage increase per year is consistent with other comparable units in the area. The Union has shown that the Village has the ability to pay. The Village has not met its burden to show that it cannot pay the wage increases proposed by the Union.

Wage increases are also warranted by the workload and increased responsibilities borne by the Village's Career Firefighters and Lieutenants. The Panel should consider the extraordinary life saving service provided by the Village's Career Firefighters with limited resources in awarding wage increases. A 4.25% salary increase per year is a reasonable salary raise that is consistent with comparable units but nevertheless fails to bridge the gap between the Village's Firefighters and either the Long Beach firefighters or the Village PBA. The cost of the Union's proposed wage increases is substantially reduced by the recent layoff of six Fire Fighters and the demotion of one Lieutenant, which reduced the size of the Fire Department's paid workforce by almost 20%. [See, Union Exh. 31]. The proposed 4.25% increases would be a step in the right direction but still result in wages substantially lower than the GC PBA.

Union Proposal 2: Stability Payments Increase to Village PBA's 2008 Levels

The concept of longevity is very basic to public sector employment, particularly for Firefighters. Longevity is both a reward and an incentive to a Firefighter. It is a reward to those Firefighters who have put many years on the job, who have been dedicated to the Village and who, through experience, have become trained, knowledgeable Firefighters. As with their salaries, the Village's firefighter's stability/longevity benefits are significantly lower than the

Village PBA.² The Union has made another very modest proposal that it receive a stability payment schedule that matches the 2008 Village PBA schedule set forth above, with the exception that the first stability payment would remain at eight years, instead of moving to six years as is the case with the Village PBA. [Union Exh. 7, 38].

Union Proposal 3: Retirement Incentive

This current pension plan for the Village firefighters, RSSL 384-d, provides 50% of final average salary after 20 years of service. Firefighters who are 55 years or older and have 25 years of service can elect RSSL 375-I retirement benefits, which provide an addition 2% of final average salary for each year of service beyond 25 years, to a maximum of 64% of final average salary. However, if a firefighter retires before age 62, their benefits under RSSL 375-I will be reduced by as much as 27%, even if they have met the age and work requirements to receive the maximum 64%. [T. LM, Union Exh. 37] The penalties for retiring before age 62 are entirely unwarranted, particularly because it disadvantages veteran firefighters that have selflessly dedicated themselves to public safety at great personal risk, and in a physically demanding job, for at least 25 years. In addition, it discourages retirement of employees at the top of the pay scale. The Panel should determine a reasonable level of financial remuneration that is appropriate to account for this loss of income.

The Arbitrator requested that the Union provide a fixed sum for this proposal. Due to the individualized calculations involved, a fixed sum proposal is not feasible. [See, Union Exh. 37]. Rather, the Union proposes that unit members affected by this penalty who retire should receive

² The GC PBA's longevity benefits in 2008 rank at the bottom of the police unions in Nassau. Depending on the longevity step, the GC PBA ranks between 17 and 19 out of 19 police units. [Union Exh. 29].

a lump-sum payment of the present discounted value of the lost pension benefits based upon the retirees' actuarial life expectancy.

Union Proposal 4: Eliminate 28 Year Cap on Termination Pay (Art. XII, Sec. 1)

The Village's firefighters who retire with 20 or more years of service currently receive termination pay at a rate of 20 hours for each year of service, up to 28 years. [Union Exh. 7, 36]. The Union proposes that this cap be eliminated. [Union Exh. 8]. The Village PBA receives termination benefits of four days per year of service, with no cap on benefits. [Union Exh. 28, 29]. Long Beach firefighters receive 40 hours per year of service, also with no cap on benefits. [Union Exh. 27]. In addition, the PBA benefits contain no minimum term of service to be eligible, and the Long Beach benefits begin at ten years of service (with no minimum if separation from service is due to a line of duty injury). [Union Exh. 27-29, 36]. There is no justification for treating the Village's Career Firefighters, who provide an essential life-saving service, differently than the Village's other emergency service employees, or comparable firefighters in Long Beach. Nevertheless, the Union again seeks a modest change to make the benefits of its members a small step closer to those of its comparables. Specifically, the Union merely seeks to eliminate the cap on benefits that does not exist for either the PBA or Long Beach. [Union Exh. 7, 27-29, 36]. Granting this proposal is completely justified, particularly where the Union is not seeking an increase in benefits of roughly 30% to 50%, nor to reduce the eligibility requirements, both of which would be required to achieve parity with either the PBA or Long Beach. [Union Exh. 1, 27-29, 36]. The Union's proposal is entirely reasonable, and the Village has the ability to pay.

The Union's response to the Village proposals is as follows

Village Proposal No. 1.

The Village proposes eliminating Lincoln's Birthday as a holiday and adding Martin Luther King Day. [Union Exh. 8, 44]. The Village did not present any testimony or evidence supporting its holiday proposal, and the comparables do not warrant a reduction in the number of holidays. Long Beach receives thirteen (13) holidays, including Martin Luther King Day and Lincoln's Birthday. [Union Exh. 27]. The Village's PBA receives twelve (12) holidays which are specifically enumerated in its agreement, plus the PBA is entitled to additional holidays if a special holiday is declared to other Village employees. [Union Exh. 28]. The CBA provides for twelve (12) holidays. [Union Exh. 1, 44]. As such, the Union receives one holiday less than Long Beach, and does not enjoy the PBA's benefit of a provision that additional holidays would be provided if given to other Village employees. In light of the lesser benefits holiday benefits provided in the CBA, there is no basis to reduce those benefits further. In fact, the addition of Martin Luther King Day to the CBA would not only place the Union on par with the only other paid firefighters on Long Island, it would be consistent with the CBA. The CBA provides that if Martin Luther King Day is granted as a holiday to the PBA and CSEA during the term of this contract, the Village will grant it to the [Union]." [Union Exh. 1, 44].

Village Proposal No.2

The Village proposes no salary increases in 2009 or 2010. [Union Exh. 8]. The Village also proposes to extend the time it takes to earn top salary from four years to seven years, and to eliminate stability payments for those that do not yet receive them, and to freeze stability payments at their current levels for those who do receive them. [Union Exh. 8]. The Village has offered no justification for its outrageous wage proposals. The Village's utter failure to even

attempt to justify salary give-backs is not surprising, given Mr. Decker's undisputed testimony regarding its fine economic health.

The Village's proposals are inexplicable and completely unjustified, especially when compared to the 3.5% salary increases awarded to the Police/PBA in 2009 and 2010 (Union Exhibit 29), and the 4% increase for 2009 in the Long Beach CBA (Union Exhibit 27). attempt to justify salary give-backs is not surprising, given Mr. Decker's undisputed testimony regarding its fine economic health.

Village Proposal No. 3

The Village proposes reducing the vacation benefits provided to the unit. [Union Exh. 8, 43]. Specifically, the Village proposes a new vacation schedule providing that firefighters with 1-5 years of service receive 14 vacation days, firefighters with 5 to 10 years of service receive 21 vacation days, and after 10 years of service firefighters receive 28 vacation days. [Union Exh. 8, 43].

The Union already receives less vacation than its comparables in the PBA or Long Beach, and the Village has provided no justification for lowering the Union's benefits. The Union's current vacation benefits, counted as calendar days provide 21 days to start, and increase to 28 days after 5 years. [Union Exh. 1, 43]. The PBA receives 20 work days to start, and increases to 27 work days at five years, a significant difference. Long Beach earns even more vacation, receiving 360 hours to start, increasing to 504 hours after five years, and 720 hours after 10 years. [Union Exh. 27, 43]. In light of the Village's lack of justification for this proposal, its demonstrated ability to pay for the current benefit, and the benefits provided to the Union's comparables, this proposal should be denied.

Village Proposal No. 4

The Village proposes modifying the CBA's sick leave benefits to require a firefighter to return to work for 15 consecutive work days from a sick, disability, or compensation leave of 90 days or more before becoming eligible to receive holiday pay, earned vacation or sick leave. [Union Exh. 8, 42].

This language expands the deprivation of benefits to firefighters, which is currently limited to sick or workers compensation leave of 90 or more consecutive work days, and applies only to earning vacation and the payment of holiday pay while out on such leaves. [Union Exh.

1, 8, 42]. The Village has provided absolutely no evidence in support of this position, nor evidence of an inability to pay for the current level of benefits.

Village Proposal No. 5

The Village is also seeking health insurance contributions for firefighters and retirees. [Union Exh. 8]. Specifically, the Village is seeking to have its health insurance contributions fixed at May 2010 levels, requiring the firefighters and retirees to pay any additional costs if premiums are increased. [Union Exh. 8]. The Village's proposal is entirely without precedent on all of Long Island, and would effectively reduce starting firefighter salaries by 5.3% and top salaries by 2.7%, based on 2010/2011 insurance rates. [Union Exh. 35, 45]. Salaries would be reduced by 6.7% and 3.5%, respectively, based on 2011/2012 insurance rates. [Union Exh. 35].

The Village's proposal would unfairly punish a Firefighter who was hired with the understanding that his health insurance would be paid for as an employee and retiree, as well as retirees who worked an entire career with the expectation of free health insurance in retirement and who are now retired and likely living on a fixed income.

The Village's proposal is unjustified for numerous reasons. Not only has the Village failed to demonstrate an inability to continue to pay for health insurance coverage, there is no valid reason to make this unit of firefighters and retirees the only police or firefighter bargaining unit to pay for health insurance in all of Long Island and New York City. [Union Exh. 28-29, 45]. As recently noted by Arbitrator Edelman in the Garden City PBA award, no similar bargaining unit on Long Island contributes to health insurance, and Garden City is too small a municipality to break that pattern. In Arbitrator Edelman's words, Garden City "should not be the first place to incorporate such a modification. It is neither large enough nor in such dire straits as to become the 'tail that wags the dog.'" [U. Exh. 29].

Village Proposal 6

The Village is proposing to eliminate termination pay, reduce bereavement pay, and require each employee to attend thirty (30) hours of training per year on their own time. [Union Exh. 8, 36]. Once again, the Village has failed to provide any evidence or justification for its proposal, and has provided no evidence of its inability to pay for the current level of benefits. Furthermore, granting any of these proposals would be inconsistent with the benefits provided to the Union's comparables. For the reasons set forth above regarding Union proposal 4, there is no basis to reduce the current termination pay benefits, and the Union's proposal to remove the cap on those benefits should be granted.

There is also no basis for reducing the bereavement leave benefits. [Union Exh. 39]. The Village has provided no basis for doing so, nor demonstrated an inability to pay. In addition, granting this proposal would widen the gap in benefits relative to the Union's comparables. [Union Exh. 27-29, 39]. The Union has the same bereavement benefits as the PBA, and substantially less benefits than the PBA on the whole; granting the Village's proposal would only widen the existing gap. In light of the Village's lack of justification for this proposal and its demonstrated ability to pay for the current benefit, this proposal should be denied.

Lastly, there is no justification for granting the proposal that each employee attend thirty (30) hour of training on their own time. [Union Exh. 8, 40]. Firefighters are required to receive 100 hours of training per year. [Union Exh. 8, 40-41]. As a job requirement, it is unreasonable for the Village to demand that the training take place on a Firefighter's own time. Moreover, in spite of their ever-increasing workload, the Firefighters already complete all the necessary training during working hours, without overtime. [Union Exh. 40]. In the absence

of any testimony or evidence justifying this demand, and in light of the completely reasonable training regimen in place, the Village's demand should be denied.

The PFFA exhibits and testimony should persuade the panel to award all of its proposals. Additionally, the Village's proposals should be denied.

CONTENTIONS OF THE VILLAGE

The Village argued as follows:

Pursuant to Civil Service Law §209(4)(a), the arbitration panel is required to consider four factors in determining its award.

No one of these criteria is dispositive or given preference over the others. Each of the proposals will be addressed in turn based on these criteria.

Wages

Firematic services are clearly an important function for the Village. The issue before this panel is to determine the reasonableness of the wages paid for those services. The Village does not contend that it lacks the Constitutional or legal ability to raise taxes to meet additional labor costs. However, the legal ability to raise taxes is not the only factor, as shown above. The interests of the public are specifically mentioned as a criterion in the statute, and the Village contends that those interests are paramount.

The Village faces difficult economic circumstances. As shown on PFFA Exhibit 10, Exhibit C, the Village's tax levy has increased 9% between 2008 and 2013, going from \$41.3 million to \$45.04 million. Assessed valuation has fallen by 5.9%. As shown on Exhibit D, the tax rate paid by an average homeowner has increased by 12% between 2009 and 2013. Taxpayers are rebelling at any additional tax increases.

As is well-known, as indicated in PFFA Exhibit 10, Sub-Exhibit F, as of 2012, New York

State has imposed a tax cap on municipalities. That cap is a maximum of 2%, but can actually be less if the rate of inflation is less than 2%. The tax cap is both a limitation on the Village's ability to raise taxes to pay any retroactive award and a clear signal from the State that large tax increases are not politically palatable.

However, the PFFA's presentation appears to suggest an entirely different viewpoint. The PFFA showed numerous instances of the Village saving money, such as by reducing fire department staffing (PFFA Exhibit 18), job eliminations (PFFA Exhibit 20), or elimination of day firefighter overtime (PFFA Exhibit 24), to name a few. The apparent purpose of this evidence is to claim that by saving money elsewhere, the Village should apply those savings to the current PFFA membership in the form of higher wages. This sense of entitlement to some sort of compensation "pie" should not be countenanced by the panel. The Village's mission is to provide services for its taxpayers at the lowest cost possible, not to spend more than is necessary in order to support higher wages for its employees, including its firefighters.

Similarly, while the Village is always looking for sources of revenue to supplement its tax base, it is not obligated to grasp at every possible revenue source for the purpose of compensating its firefighters. There was a good deal of discussion concerning a potential SAFER (Staffing for Adequate Fire and Emergency Response) Grant. The PFFA introduced PFFA Exhibit 25 to show that the Village had applied for such a grant in 2009, but ultimately withdrew that application. PFFA appears to be arguing that the Village "left money on the table". This argument is unavailing. The Village cannot pay firefighters with hypothetical dollars based on a grant it did not receive, for whatever reason. Since the Village did not receive the SAFER money, it does not serve as a fount of funds to pay firefighters.

However, it was clear the Village had good reason not to pursue the grant. As shown at

page "11 of 27" of PFFA Exhibit 25, in order to obtain the grant the Village would have had to commit to retaining SAFER-funded firefighters for the length of the two year grant PLUS an additional unfunded year. The Village was unwilling to make this commitment. Further, as Village Exhibit 43 shows, while the retention requirement was waived in the 2010 SAFER program, the newer program would have imposed various staffing requirements in excess of regular Village requirements, and were unacceptable to the Village. Such decisions are absolutely managerial prerogatives and are not subject to this arbitration. The entire SAFER issue is completely irrelevant to the subject of this arbitration.

As demonstrated in Village Exhibit 39, the FY2010 fire department expenditure of \$4,165,791 represented 8.2% of the entire General Fund expenditures of the Village. (This does not include employee benefits.) The vast majority (\$3,237,282) represents wages paid to the professional firefighters. Village Exhibit 40. In FY2011, the fire department percentage increased to 8.4% of the General Fund expenditures, and the vast majority of those costs were represented by wages.

The actual services provided by Village Fire Department (paid and volunteer together) were surveyed by the International City/County Management Association ("ICMA") at the request of the Village, and an excerpt from the ICMA report appears as Village Exhibit 28. The report shows that during calendar year 2011, the Department received 1,270 fire category calls. Of these, only 35 (2.5%) represented structural fires. This equates to less than one such call every 10 days. If "outside fires" are added in, the total is 79, a little more than one call every five days. Of this total, 51 were of duration of an hour or less; only 5 calls lasted two hours or more. Although the Village maintains three firehouses, the Department handled 3 or more calls within

a single hour less than .3% of all hours in 2011. (Exhibit 28, p. 60). There were no calls at all 87.3% of every hour in the year.

The Village submits that the data shows that the Department's workload, while important, is not overly burdensome to the firefighters. Indeed, as Village Exhibit 38 shows, the Village has determined that the staffing of the Fire Department can be reduced safely, and has done so since 2005/2006. The Village submits that the salaries paid to its firefighters need to reflect the realities of the workload they carry, as well as the reality of economic conditions generally.

The PFFA proposes an increase of 4.25% in each year of the contract (with compounding, this would result in a total wage increase of 8.68%); the Village proposes no increase during the life of the new agreement.

Analysis of the Consumer Price Index changes for the relevant period supports little or no increase in salaries. As shown in Village Exhibit 27, from June 2009 to June 2010 the CPI increased by a total of 1.5%. The increase for the following year was 3.2%. The total increase of 4.7% is substantially less than the 8.68% sought by the PFFA.

The parties differed substantially as to which municipalities should be used as comparators. As the parties discussed on numerous occasions, Garden City is one of only two municipalities on Long Island to have a paid fire department (the City of Long Beach being the other); all other municipalities use unpaid volunteer firefighters. Garden City and Long Beach actually have "combination" departments, which consists of both paid employees and volunteers working side by side. However, Long Beach's department also provides emergency medical services on a fee basis, and actually raises revenue for that City. As shown in Village Exhibit 42, while the cost of providing fire services in Long Beach in 2010/11 was \$3.77 million, ambulance

charges offset that amount by over \$750,000. Garden City firefighters do not generate these revenues because of their differing duties. In fact, Garden City firefighters do not generate any revenues at all. The parties stipulated on September 24, 2012 that, *inter alia*: a majority of all calls in Long Beach (65.7% from July 1, 2011 to June 30, 2012) were ambulance calls; while both Garden City and Long Beach have 3 fire houses, only 1 of Long Beach's fire houses is staffed by paid firefighters; firefighters operate only one truck (and an ambulance); and Long Beach's paid firefighters are "Advanced Emergency Medical Technicians". The Civil Service job description for Long Beach firefighters (PFFA Exhibit 49) is specific to Long Beach, and includes duties as Emergency Medical Technicians. The job description of Garden City firefighters, based on the Civil Service job classification, is found in Article VI of the parties' collective bargaining agreement. Village Exhibit 1, p. 4. There are substantial differences between the duties Long Beach firefighters and Garden City firefighters, who do not perform the work of EMTs. As such, the comparability of Long Beach is limited; the "educational qualifications" and "job training and skills" are not similar, as defined in the statute.

Additionally, the compensation structure in the two municipalities is completely different. The starting pay in Garden City is higher than in Long Beach (PFFA Exhibit 32). After four years, Garden City firefighters reach top step, which is still higher than Long Beach when "chart pay" (built in overtime, detailed in Village Exhibit 23) is included (for a total of \$83,365). Long Beach firefighters have additional steps thereafter, reflecting their additional duties and educational accomplishments. Even if there is some comparison to be made, a single municipality is not enough from which adequate conclusions can be drawn.

The Village offered as comparable 20 different village, town, fire district and small city fire departments: 16 in Westchester County, 2 in Dutchess County, and 1 each in Orange and Greene Counties (Village Exhibits 1 through 22).

The parties stipulated on May 29, 2013, that the Village has offered these other New York City suburban jurisdictions as comparable in prior negotiations, although the PFFA has not conceded comparability (Village Exhibit 35). The Village submits that there is no rationale to treat the Village as unique and unaffected by the economic realities which affect other fire departments in the New York metropolitan area. All relevant comparisons must be used.

Village Exhibit 22 shows comparisons between Garden City and these other municipalities. In 2009, including “chart pay” for Garden City firefighters (built-in overtime for all firefighters), Village firefighters ranked 9th out of 20 municipalities in top salary. It should be noted that Garden City firefighters reach top pay after four years. Ten jurisdictions do not reach top step until 5 or 6 years; 9 others reach top pay after four years; only Yonkers reaches top pay after 3 years.

The PFFA offers several reasons why it believes substantially higher increases are warranted. These arguments lack merit.

The PFFA points to the Garden City Police Department (“GCPD”) as comparable, and notes that the GCPD received 3.5% increases (split) in FY 2010 and 2011. PFFA Exhibit 31. However, as the PFFA’s own Exhibit 31 shows, there has never been any consistent parity between the two bargaining units. In most years, the GCPD received higher increases. Furthermore, as shown in Village Exhibits 32, 33 and 34, there is no consistent history of the PFFA’s wage increases following the GCPD’s increases (or vice versa). In certain years, the PFFA settled on (or was awarded) a wage package prior to the GCPD, and in other years the

GCPD led the way. There is simply no basis upon which to claim reliance on the GCPD.

The Village submits that a better non-firefighter comparator in the Village is that of the Civil Service Employees Association (“CSEA”) rank-and-file unit. CSEA supervisors have their own bargaining unit and are not considered in this context.

As Village Exhibit 30 shows, the CSEA received wage increases of 1.5% in FY2010 and FY2011. These increases are far closer to the rate of inflation, and are within the 2% tax cap.

Furthermore, the high salaries paid to Village firefighters are even more generous when considering other benefits received, especially health insurance benefits.

When comparing Fire Lieutenant salaries (for those jurisdictions which have them), it is apparent that Garden City pays far more than all the other municipalities, and that no increase is warranted. Including chart pay, Garden City’s salary for lieutenants was \$105,074 in 2008, which is 3.4% more than the next highest lieutenant salary (Larchmont) for 2009. Garden City is higher than the other jurisdictions having lieutenant pay by 7% to 57.4%. Clearly, any increase for the Lieutenants would further widen this disparity and is unwarranted.

Village Proposal 1—Lincoln’s Birthday and Martin Luther King Day

This proposal is a simple one that should be granted by the panel. It does not involve any diminution in PFFA’s benefits. Contrary to the heading of PFFA Exhibit 44, this proposal is not to “return” a holiday, but to “exchange” one for the other. As the PFFA’s own Exhibit shows, the PFFA is the only one of Garden City’s unions which has Lincoln’s Birthday as a holiday, while the three other unions have Martin Luther King Day as a holiday. This proposal would merely create uniformity among Village employees, with no economic impact on PFFA members. As Chairman Riegel noted in his opinion in Town of Southold and Southold PBA (PFFA Exhibi48), Lincoln’s Birthday has been replaced by President’s Day, and continuing Lincoln’s

Birthday as a holiday is simply an anachronism. There is no valid reason to deny this proposal.

Village Proposal 2- Extension for top salary and eliminating & freezing stability payments

Presently, firefighters reach top salary after just four years on the job. Per the salary schedule set forth in Village Exhibit 1, within four years, a starting firefighter's salary will more than double.

As noted in Village Exhibit 22, 10 of the 20 fire departments surveyed do not reach top step until years 5 or 6. Garden City police officers also do not reach top step until their seventh year.

Spacing out the steps beyond 4 years will slow the burden on Village taxpayers of escalating salaries. This proposal will not affect any of the current firefighters. As shown on PFFA Exhibit 14, all of the 26 Firefighters listed have already reached the 4 year top step. This proposal would only affect new hires.

The Village proposes freezing all current stability (longevity) payments and eliminating such payments for those not yet receiving them. The PFFA, in its Proposal 2, is seeking massive increases, as follows:

Years of Service	Current	PFFA Proposal	% Increase
8	\$900	\$1,200	33%
10	\$1,400	\$2,000	43%
15	\$1,800	\$3,000	67%
20	\$1,925	\$4,000	108%
25	\$1,925	\$5,000	160%

The parties have already agreed to eliminate the 8 year step for employees hired after January 10, 2005 (Village Exhibit 1, Article VII §7). Thus, this applies to 7 of the employees listed in PFFA Exhibit 14. The Village's proposal would simply extend this elimination and keep all others who are currently receiving such payments where they are, with no detriment to them. The PFFA's proposal is simply a way to increase the compensation of virtually all current firefighters, outside of the general wage increase.

Village Exhibit 25 compares the “stability” payments (often called “longevity” in other contracts) to the PFFA to similar payments to 20 other fire jurisdictions. Two jurisdictions have no longevity payments at all. The payments to PFFA members fall roughly in the middle of the pack. Maintaining the current levels and freezing them for the life of this Award, as proposed by the Village, is appropriate. The Village’s proposal should be granted, and the PFFA’s denied.

Village Proposal 3—Vacations

Presently, firefighters receive 21 calendar days of vacation after just a year of service, and 28 calendar days after five years. As shown in Village Exhibit 26, this is far more generous than virtually all of the 20 fire departments surveyed. Some jurisdictions top out with as few as 13 working days; others may have 20 or more days, but only after firefighters achieve 10 or more years of service. The Village’s proposal does not decrease the maximum vacation entitlement available to firefighters--it merely delays that maximum. Only 9 of the 26 firefighters listed on PFFA Exhibit 14 would be affected by this proposal. The Village’s proposal should be granted.

Village Proposal 4—Sick Leave

This is a cost-savings measure for the Village. At present, firefighters on extended sick, disability, or compensation leave cease accruing benefits after 90 consecutive work days of such leave (Village Exhibit 1, Article IX, §7). However, if the firefighter returns, even for a brief period, the “90 consecutive days” period begins anew. The Village proposal simply requires a firefighter to return for a brief but meaningful period (15 consecutive work days) before the clock re-starts. This is a reasonable proposal which should be granted by the Panel.

Village Proposal 5—Health Insurance

Health insurance is acknowledged as a highly controversial issue for firefighters. However, the time has come for an arbitration panel to address this issue. Per Village Exhibit 1, Article X §1, Village firefighters currently do not contribute to the cost of their health benefits at all. The cost of health insurance is a significant one. As shown on Village Exhibit 40, the cost of health and dental insurance for Village firefighters was almost \$550,000.

As indicated in Village Exhibit 24, of the 20 other fire departments surveyed, only two have no firefighter contribution to the cost of health insurance. The rest have various formulas for contribution; in some cases firefighters pay up to 50% of the cost of health insurance.

In addition, certain police departments are seeing employee contributions as well, such as the Old Brookville Police District (Village Exhibit 36) and the Village of Muttontown (Village Exhibit 37.) In the recent interest arbitration award for the Rockville Centre PBA, introduced as PFFA Exhibit 61, it is noted that Suffolk County recently implemented contributions for Suffolk police officers.

While there has been a history of police and firefighters not contributing to their health insurance costs, the tide of that history is clearly turning. The Garden City PFFA will not be the first to start some form of contributions, nor will it be the last.

The Village notes that its Executive Staff is required to contribute 15% to the cost of health insurance (Village Exhibit 29). The Village's CSEA staff contribute to their health insurance as well. The Village proposal does not seek to have firefighters pay a specific percentage or dollar amount each year. The proposal is that the Village's 2010 level of contribution will continue, but that any increases in the cost of such benefits will be borne by the firefighters. This is an equitable solution for a difficult issue, which allows gradually phasing in

employee contributions as costs rise, but does not lessen the Village's commitment to the health insurance costs of the firefighters.

It is time for an arbitration panel to address the reality that almost all employees nationwide are contributing to health care costs, that this has become more prevalent in the public sector, including Garden City, and that Garden City firefighters are not exempt from this. PFFA members receive significant salaries, substantial vacations and other benefits, and excellent health care at the expense of Village taxpayers. They should be required to help defray the costs of health insurance as well. The Village asks that its proposal be granted.

Village Proposal 6—Termination Pay

Article XII Section 1 of the CBA provides for terminal pay of 20 hours pay for each year of service, up to 28 years (560 hours), for firefighters who retire with 20 or more years of service. Based on the last negotiated salaries of the firefighters, this could lead to payouts in excess of \$20,000. The PFFA Proposal 4 seeks to *double* termination pay to 40 hours for each year of service, *and* remove the 28 year cap, further increasing a potential payout. The Village receives no benefit from this payout—it does not encourage early retirement, or act to retain existing firefighters. It is simply a “going away present” of public funds, or a form of deferred compensation to the firefighters. The panel can certainly take arbitral notice of numerous press reports of significant severance compensation paid by municipalities. The public finds such payments to be wasteful. The Village's proposal to eliminate termination pay should be granted.

PFFA Proposal 3—Pensions

All of the PFFA's proposals were addressed earlier in the discussion of salaries, stability payments, and termination pay, with the exception of the proposal for an increase in pension benefits. While the original proposal had no specifics other than “financial remuneration/bonus”,

PFFA submitted Exhibit 37 to analyze the alleged "problem". However, the PFFA has advanced no specific incentive proposal. As such, the Panel cannot award anything on this proposal.

The Village requests the panel to adopt all of its proposals. It also asks the panel to deny all of the PFFA proposals.

OPINION

§209 of the New York State Civil Service Law (*Taylor Law*) sets forth the parameters which an Interest Arbitrator must utilize in deciding terms and conditions of employment. These criteria are as follows:

- a. Comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the 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. terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including but not limited to, the provision for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

With these criteria in mind, I turn to the specific issues before me. The first such matter is the initial criterion.

The parties disagreed relative to the appropriate comparators. It should be added that this is the first interest arbitration award to be written for these parties. Thus, there has never been an explicit finding made relative to the issue of comparators.

The PFFA asserted that the best comparators to the Garden City Fire Department were the Long Beach Fire Department and the Garden City Police Department. The Village urged that fire departments in Westchester and further north should also be considered appropriate comparators. It added that the Garden City CSEA should also be considered a comparator.

These positions are largely based on discussions of comparators during negotiating sessions. The following is an analysis of the arguments put forward by the parties.

The reality is that there are no perfect comparators. While the Long Beach Fire Department is, like Garden City's, a fire department, the two fire departments are different in fundamental ways.

The Garden City Fire Department is a traditional fire department in that its main mission is to fight fires. The main role of the Long Beach Fire Department is to provide emergency medical services to Long Beach residents.

In addition, the Long Beach Fire Department is a profit center for the City of Long Beach. It is responsible for the accrual of fees paid for its EMS work.

Garden City's emergency medical services are provided by Nassau County. There are no funds raised by the Garden City Fire Department.

However, to the extent that there is a history to the two fire departments being compared with each other, I will continue to do so. This statement must be read in the context of the differences cited above.

The comparison between the Garden City Police Department and its Fire Department is also an imperfect one. The work done by the two departments is very different. So too is the history of the bargaining by the two departments.

That being said, they comprise the uniformed services in Garden City and the history of their being viewed as comparators will be continue to be considered. The record shows that there are instances in which various police departments and fire departments have been viewed as comparators. Thus, the concept of police departments and fire departments being comparators in the interest arbitration context is not a new one.

While I hasten to reiterate that the two Garden City departments are not identical comparators, there are sufficient similarities and bargaining histories that persuade me that they should be considered comparators.

There is no history of the Garden City Fire Department and CSEA being considered comparators. The work is different and the responsibilities are even more so. CSEA will not be considered a comparator for purposes of this Award.

The fire departments north of NYC share many of the same functions as that of Garden City. However, they have never considered Garden City to be a comparator and Garden City has never considered them comparators.

While in principle it is not out of the question to consider them comparators, I am not prepared to change the established pattern at this time. These parties will be back at the bargaining table immediately and this is a subject that could be discussed at that time.

In sum, I consider Long Beach and the Garden City Police Department to be comparators, albeit imperfect ones. I will be guided but not bound by them because of the dissimilarities.

Criterion (b) concerns the interests and welfare of the public and the financial ability of the public employer to pay for the costs associated with increases in wages and improvements in benefits. I will first address the interests and welfare of the public.

It is unquestioned that the needs of the public are met by a well paid and well maintained fire department that operates safely and efficiently. It is also clear that good morale within these units is essential. Positive morale results in higher productivity and a flow of high quality candidates for the positions available.

The issue of the Village's ability to pay requires a different kind of analysis. I must first acknowledge the quality of the presentations made by the representatives of the PFFA and the Village.

The PFFA argued that a large number of economic indicators suggest that the Village has the ability to pay for the cost of the PFFA proposals. The Village did not challenge the data produced by the PFFA. It noted that the 2% tax cap developed by Governor Cuomo is a relatively new consideration to be examined.

The Village also argued that it is entitled to exercise independent judgment in terms of where it prefers to allocate resources. That may be so but that issue does not go to ability to pay as much as it goes to its priorities.

After considering the arguments and relevant data, I am persuaded that *the ability to pay* is not measured in absolute terms. In short, the Village has the ability to pay for improvements but those improvements may be more modest than what the PFFA would prefer.

Despite the severity of the economic recession that has impacted the country and the region, I am persuaded that the Village does have the ability to pay for smaller increases in salaries and other benefits than those proposed by the PFFA. I recognize the seriousness and the scope of the economic downturn in recent years. That being said, I conclude that the Village has the ability to pay for reasonable improvements in the wages and benefits of PFFA members.

Criterion © is based upon a comparison of the peculiarities of the job of members of the unit involved in the interest arbitration with other trades or professions, including specifically hazards of employment, physical qualifications, educational qualifications, mental qualifications and job training and skills. It is clear that firefighting personnel are faced with serious and unique hazards. Such personnel risk death and serious injuries every time they go into a fire.

Firefighting is unique and those employed in this field can only be compared with others in that field. This is the reservation I expressed relative to comparing the PFFA with the Garden City PBA and CSEA.

The final statutory criterion, statutory criterion (d), requires a consideration of past collective bargaining agreements between the parties with respect to compensation and fringe benefits. This criterion mandates that the instant proceeding not be viewed in a vacuum, but rather in the context of prior negotiations and awards between the PFFA and the Village. The record is replete with relevant data.

This factor was at the core of my conclusion that the Garden City Police Department must be given some consideration as a comparator to the PFFA. This history was given appropriate consideration.

Having discussed the relevant statutory criteria, I now turn to the parties' specific proposals.

TERM OF THE AWARD- PFFA PROPOSAL F

In the absence of an agreement between the parties, interest arbitration awards are limited to terms of two years. There is no such agreement in this case. Thus, this award is a two year award that covers the period June 1, 2009-May 31, 2011.

WAGES-PFFA PROPOSAL F, VILLAGE PROPOSAL B (a)

The PFFA proposal called for annual increases of 4.25%. Its arguments were based on a number of factors. It stressed that the Village had the ability to pay for such increases. It posited that the starting salaries are substantially below those of the Garden City PBA and even more so with respect to top salaries.

As to the Long Beach Fire Department, the PFFA acknowledged that there is a small difference between the starting salaries of the two departments. It pointed out that, at top salary, there is a \$30,000 difference.

Finally, it argued that its members received a 2% increase in 2008 while the PBA and the Long Beach firefighters got 4% increases. It agreed that the 2008 financial crisis began after both bargaining units got the 4% increases.

The Village, on the other hand, proposed a wage freeze and an increase in the number of salary steps from four to seven. It pointed out that the PBA has a seven step salary schedule.

There are two major issues to be resolved here. The first is the rate of the wage increase and the second is the number of salary steps.

With respect to the wage increase, it must be pointed out that the wage increases received by the PBA and the Long Beach firefighters predated the devastating financial collapse of 2008. It is highly unlikely that the increases would have been the same had the negotiations/awards post-dated the economic disaster.

A second factor that is applicable now that was not in effect when the PBA and Long Beach increases were given is the 2% tax cap. The Village's economic condition notwithstanding, it is bound by the cap and it must tailor its increase costs to that reality.

Finally, the *Ability to Pay* in Long Beach had to be affected by the fact that, unlike Garden City, the Long Beach Fire Department is a source of income for that city. Therefore, it is highly likely that such a factor was a consideration when wage increases were contemplated.

As to the Garden City Police Department, it is true that Arbitrator Edelman's award post-dated the 2008 financial crisis. It is also true that he issued a five year award in which the PBA received 3.5% increases (either *splits* or annual) per year.

As background to the instant matter, there is a long history of wage increases to the PBA being bigger than those to the PFFA. In a few instances, the increases of the PBA and PFFA were comparable.

Moreover, this award covers two years as compared to the five year PBA award. Thus, the PBA increases in the final three years of that award are a matter of record while the increases for the PFFA for those three years are yet to be negotiated. This factor is a serious one since negotiations involve *give and take* and it would be presumptuous of me to conclude how those negotiations will evolve.

With these considerations having been stated, I turn now to the matter of wage increases for the PFFA. A review of the record persuades me that the Village is capable of providing its firefighters with 2.75% increases in each of the two years of this Award.

I must add that the cost of this improvement must be viewed in the context of the Village's proposal to add three steps to the salary schedule. PFFA members currently reach top salary in four years. The Village proposed the addition of three salary steps to the schedule.

Two facts must be considered. This change will have no impact on firefighters currently employed by the Garden City Fire Department. It will only effect *new hires*.

In addition, currently the PBA contract has a seven step salary schedule. Thus, to the extent that there is some comparability between the PFFA and the PBA, it is reasonable that there be the same number of years in both salary schedules.

In that the increased number of steps in the salary schedule will ultimately result in savings to the Village, this concession must be given numerical weight. I calculate the value of this concession as being about \$58,000 per newly hired firefighter over the first seven years of his/her career. The basis of this calculation is as follows:

After adding two 2.75% increases to the May 31, 2009 wage scale, I totaled the wages earned over a seven year period. I considered the wages in the fifth, sixth and seventh years to be top pay. I also totaled the wages paid over a seven year period with equal increments from the wages paid in the first and top pay in the seventh year.

I determined that the difference between the two totals to be about \$58,000. I recognize that these savings are not immediate and will not be realized until new firefighters are hired. I also recognize that my calculation are based upon the wage scale as of May 31, 2011. The calculation concerning saving will, of course, change as the salaries as of June 1, 2012, June 1, 2013 and June 1, 2014 are negotiated. Thus, it is difficult to accurately calculate the savings when new firefighters are hired. However, suffice it to say, that the granting of this proposal provides for a long term restructuring of the wage scale and will provide substantial savings going forward.

It is essential to point out that lieutenants in the Garden City Fire Department are part of the PFFA bargaining unit. They currently have a four step salary schedule. It is imperative to determine if the lieutenants are to have the length of their salary schedule increased from four to seven.

To the extent that I have taken guidance from the PBA salary schedule, I must observe that the lieutenants in the Fire Department already have more salary steps than do their counterparts in the Police Department.. In the most recent PBA interest arbitration award, Arbitrator Edelman did not increase the number of salary steps for superior officers.

I have consistently held that the PBA is one of the bargaining units to be considered when determining the demands in the instant matter. It was never my intent to enlarge the differences among the superior officers of the uniformed services in Garden City. Therefore, the increase in salary steps from four to seven applies only to newly hired firefighters and not to Fire Department lieutenants.

A third element in the Village's proposal involves the freezing of the salaries of the lieutenants. I conclude that this aspect of the proposal must be rejected.

It may be that the Garden City lieutenants are paid more than others of the same rank in other fire departments. However, there is no captain in the department and there is no indication that the position will be filled anytime soon.

Finally, if the firefighters get an increase and the lieutenants do not, it is obvious that the differential in their salaries will be reduced. Firefighters depend on each other when fighting fires. The introduction of such an element of discord is highly likely to have an impact on the effectiveness of the morale of the unit and its effectiveness when they are engaged in firefighting.

In sum, in response to the proposal affecting wages, I find the all members of the PFFA bargaining unit who were employed by the Garden City Fire Department on May 31, 2011 will receive 2.75% wage increases in each year of this Award. These increases are retroactive.

STABILITY PAYMENTS - PFFA PROPOSAL B- VILLAGE PROPOSAL B(b)

At the outset, it would be useful to define *Stability Payments* within the context of the CBA of the instant parties. In other Agreements, *Stability Payments* is referred to a *Longevity Pay*. For purposes of this award, the term *Stability Payments* are *Longevity Pay*.

The proposals are very different. The PFFA proposed increases in *Stability Payments* from their current maximums to \$1200, \$2000, \$3000, \$4000 and \$5000 after 8 years, 10 years, 15 years, 20 years and 25 years respectively. For its part, the Village proposed the elimination of *Stability Payments* for employees not currently getting them and freezing of *Stability Payments* for those employees receiving them at their current levels.

As of May 31, 2009, the *Stability Payments* were as follows: after 8 years- \$900, after 10 years- \$1400, after 15 years- \$1800 and after 20 years- \$1925. The data referred to below is based on PFFA Exhibit 38.

The PFFA proposed an increase of \$300 after 8 years, \$600 after 10 years, \$1200 after 15 years and \$2075 after 20 years. It also proposed a new *Stability Payment* of \$5000 after 25 years.

The PFFA noted that the 2009 PBA MOA awarded the police officers *Stability Payments* of \$200 per year of service, with such payments scheduled after 6, 10, 15, 20 and 25 years of service. It added that, in an Interest Arbitration Award, Arbitrator Edelman awarded the PBA \$225 increases to each step of *Stability Payments* in 2011, \$250 in 2012 and \$275 in 2013.

It also pointed out that Long Beach firefighters get longevity payments that are built into the salary schedule. These payments are made after 7, 10, 15 and 20 years of service. A review of the data suggests that the longevity payment at each interval are about \$4000, i.e the 2010 salary at the end of 7, 10, 15 and 20 years is \$4000 higher than it was in 2009.

To the extent that it is not clear if other factors are reflected in the approximately \$4000 difference, it is more prudent to give greater consideration to the Garden City PBA.

As previously stated, the Village proposal called for the elimination of *Stability Payments* for employees not currently receiving them and freezing the payments at 2009 levels for those employees getting them.

In that there are no members of the Garden City Fire Department who do not receive *Stability Payments* at this time, the proposal to eliminate such payments for those who do not currently get them is moot. This award covers the period June 1, 2009 through May 31, 2011. I conclude that there is no need for me to address this proposal at this time. If they have not already done so, these parties will be back to bargaining as soon as this award is issued. If the Village continues to propose this item, it can be negotiated at that time.

The Village's proposal to freeze *Stability Payments* as of May 31, 2009 is denied. While the PBA is not the absolute comparable to the PFFA, the terms of its Interest Arbitration Award some consideration.

As of May 31, 2009, the PBA longevity payments were substantially higher than the *Stability Payments* of the PFFA (PFFA Exhibit 28). At every interval, the PBA longevity payments ranged from \$300 to \$2075 higher than that of the PFFA. While there was close comparability between the wage increases of the PBA and the PFFA, there was little historical comparability in the area of longevity/ *Stability Payments* between the two bargaining units.

As a consequence, I will assess the PFFA proposal in this proceeding based on its own merits. The PFFA proposed increases that range from 33% (after 8 years) to over 100% (after 20 years). Increases of this magnitude are excessive and unjustified.

There is nothing in the record to indicate when the last time was when *Stability Payments* were increased. There was no such increase in the June 1, 2008- May 31, 2009 agreement (PFFA Exhibit 3). The passage of time since the last increase deserves some consideration.

In addition, the reference to the PBA Interest Arbitration Award provided for increases in longevity payments beginning in 2011. The instant award will expire on May 31, 2011. Thus, to the degree that Arbitrator Edelman's award is relevant to the PFFA CBA, the PBA award may have greater importance in the round of bargaining for an Agreement to succeed this one.

After considering all of the relevant factors, I conclude that the *Stability Payments* are to be increased by \$125 as of June 1, 2009 and by another \$125 as of June 1, 2010. These payments shall be retroactive and shall be awarded to all members of the PFFA who were employed by the Garden City Fire Department as of May 31, 2011.

PENSIONS (PFFA PROPOSAL C)

The PFFA proposed the negotiation of a retirement incentive. In that the instant award expires as of May 31, 2011 and that negotiations for a successor agreement will commence after the issuance of this award, this proposal should be the subject of bargaining at that time. As such, this proposal is denied.

OTHER BENEFITS- TERMINATION PAY (PFFA PROPOSAL D, VILLAGE PROPOSAL F(a))

The PFFA proposed increasing termination pay by 20 hours for each year of service for retirees who retire after 20 years of service. There is currently a cap on such pay after 28 years of service. The PFFA proposed the elimination of the cap after 28 years. By contrast, the Village proposed the elimination of termination pay.

I find nothing in the record to indicate that the current provisions are problematical and need to be modified. This matter can be re-visited when new firefighters are hired. As for now, when they were hired, termination pay was one of the financial conditions of the job for existing staff. I find no basis to eliminate it.

As for the proposed increase, I find no reason to conclude that the existing contract provision is inadequate. Thus, both the PFFA proposal and the Village proposal are denied.

HOLIDAYS -VILLAGE PROPOSAL A

The Village proposed substituting Martin Luther King Day for Lincoln's Birthday as a paid holiday. The PFFA objected on the grounds that there was no need for this change.

The Village has a valid basis for the proposal. Every other bargaining unit as well as unrepresented employees have Martin Luther King Day as a paid holiday in lieu of Lincoln's Birthday.

The Village prefers to have consistency in this regard. At the same time, there is no loss of benefits to the PFFA. The firefighters will have the same number of paid holidays as they always had. There will simply be the deletion of Lincoln's Birthday from the list of paid holidays and the corresponding addition of Martin Luther King Day. Thus, Village Proposal A is granted as of May 31, 2011.

VACATIONS- VILLAGE PROPOSAL C

The Village proposed a reduction in vacation days. It noted that the number of vacation days after 10 years of service would remain 28. It asserted that only nine of the firefighters would be affected since all of the others have more than 10 years of service.

The PFFA objected to this proposal on the grounds that the Garden City PBA and the Long Beach firefighters already get more vacation time than do PFFA members. It stressed that the Village has the ability to pay for this benefit.

All of the current firefighters either have 10 or more years of service or will have that many years of service very shortly. This proposal would be deserving of consideration after the Village begins to hire new firefighters. That being said, granting some version of this proposal at this time would have minimal impact and would bind the parties to a schedule that may not be desired when new hires are employed. Therefore, this proposal is denied.

SICK LEAVE- VILLAGE PROPOSAL D

The current language in the CBA provides for a cessation of the accrual of benefits after 90 consecutive days of absence for extended sick leave, disability or compensation leave. The Village proposed that firefighters would have to return to duty for 15 days before that firefighter could go out for another 90 days before there would be another cessation of the accrual of benefits. This proposal would modify the current language in that, evidently the current language would permit the *90 day clock* to be reset as soon as a firefighter returns to duty for a single day.

The PFFA asserted that there is no evidence in support of this proposal and that the Village has the ability to pay for the current benefit. Moreover, stated the PFFA, the PBA also enjoys the current benefit and that granting the Village's proposal would widen the gap between the benefits of the PBA and PFFA.

It is clear that the parties bargained for the current language. A change in benefits of this type may result in evidence of the abuse of the existing provision. There is nothing in the record to indicate that the firefighters have taken advantage of the language by returning to duty for a

day or two and then embarking on another 90 day absence during which they would continue to accrue certain benefits.

This proposal is not inherently unacceptable. In the presence of evidence of abuse of the current provision, I might have reached a different conclusion. However, that is not the case.

Furthermore, as noted above, to the extent that the parties will be negotiating an Agreement to succeed the instant award, this proposal could be more effectively dealt with in face to face bargaining. In short, this proposal is denied.

HEALTH INSURANCE- VILLAGE PROPOSAL E

This proposal calls for the capping of contribution rates for health and dental insurance at the May 2009 level. This proposal would effect active employees and those people who retire on or after June 2009.

The Village observed that the cost of health/dental insurance is \$550,000. It added that all but two fire departments require employee contributions for such insurance. It maintained that certain police departments have begun the process of requiring similar contributions. Finally, it argued that Executive Staff and CSEA members to the cost of health insurance.

The Village stressed that it would continue to fund the cost of health/dental insurance at the May 2009 level. The firefighters would simply be required to pay the difference between the Village's contribution and the actual cost of the insurance.

The PFFA averred that this proposal is unprecedented on Long Island. It stressed that this proposal would punish firefighters who were hired with the understanding that they would not have to pay for health/dental insurance.

It stated that the Village has the ability to pay for this benefit. It also quoted Arbitrator Edelman's comment that Garden City should not be the first place in which employees pay for a

portion of their health insurance. It further quoted Arbitrator Edelman's statement in the most recent Garden City PBA Interest Arbitration that Garden City is not big enough to be the trend setter in this area and the conditions in Garden City are not dire such that it should be the *tail that wags the dog*.

As I indicated above, the Garden City PBA is not an absolute comparator for the PFFA. However, the matter of health/dental insurance is an overarching issue such that it would be troubling to have one of the uniformed services get 100% of its health/dental insurance paid by the employer and the other uniformed service pay for a portion of it.

The Village accurately states that the tide is turning relative to the matter of employee contributions for health insurance. However, there is merit to Arbitrator Edelman's comment that the Garden City should not be the trend setter in this context. This is particularly true when the PBA continues to pay nothing for health/dental insurance.

Lastly, Arbitrator Edelman commented that the conditions in Garden City are not dire such that it should be the *tail that wags the dog*. That proposition continues to be valid.

I note that the existing CBA between the Village and the PBA will expire on May 31, 2014. Negotiations for a successor agreement will commence shortly. I add that this Award expires on May 31, 2011 and negotiations for a successor will also commence shortly.

It is true that increasing attention is being given to the cost of health insurance. The Village, if it chooses to do so, has the opportunity to address this matter in the upcoming round of bargaining. However, for the present, this proposal is denied.

OTHER BENEFITS- BEREAVEMENT LEAVE & TRAINING- VILLAGE PROPOSALS
F(b) & F(c)

The Village proposed the revision of the bereavement policy such that it would be limited to one day in the event of the death of a brother, step-brother, sister, step-sister, parent-in-law and grandparent. It also proposed that employees be required to attend 30 hours of training per year on their own time.

The Village's rationale appears to be a need to reduce bereavement leave under certain circumstances and to increase the amount of training received by firefighters. The PFFA objected to both proposals on the grounds that the current PFFA bereavement policy is consistent with that of the PBA. As to the proposal concerning training, the PFFA pointed out that its members already get 100 hours of training a year and that, if additional training is needed, it should not be on the employee's own time.

There is nothing in the record to indicate that the currently worded bereavement policy is problematical. Nor is there evidence of a need for additional training. Thus, both proposals are denied.

In sum, I have carefully considered the relevant statutory criteria, as well as the pertinent prior interest arbitration awards in arriving at my findings. I believe that this Award properly balances the rights of the members of the PFFA to improved wages and benefits with the Village's obligation to carefully spend the tax dollars raised and to otherwise protect the public welfare and interests. Thus, based on the above, I make the following:

AWARD

1. **TERM** Amend ¶23 of the CBA to indicate that the term of the CBA resulting from this Award shall be June 1, 2009 through May 31, 2011.

2. **WAGES** - Amend ¶VII(1) of the CBA as follows:

Wages of firefighter and lieutenants shall be increased by the following percentages:

As of June 1, 2009- 2.75%

As of June 1, 2010- 2.75%

These increases shall be retroactive and shall be paid to all PFFA members who were

employees of the Garden City Fire Department as of May 31, 2011.

3. **NUMBER OF YEARS IN SALARY SCHEDULE**- Amend ¶VII (1) of the CBA as follows:

Effective May 30, 2011, the number of steps in the Salary Schedule for firefighters will be increased from four (4) to seven (7) equally spaced steps. This provision will apply to *new hires* only. This provision will not apply to lieutenants.

4. **STABILITY PAYMENTS**- Amend ¶VII(7) of the CBA as follows:

Stability payments of eligible firefighters and lieutenants shall be increased by the following amounts:

As of June 1, 2009- \$125

As of June 1, 2010- \$125

These increases shall be retroactive and shall be paid to all PFFA members who were employees of the Garden City Fire Department as of May 31, 2011.

5. **HOLIDAYS**- Amend ¶IV(1) of the CBA as follows:

Lincoln's Birthday will be deleted from the list of paid holidays and will be replaced by Martin Luther King Day.

6. **OTHER PROPOSALS** - All other proposals of the parties are denied.

Dated: February 17, 2014
Hewlett Harbor, NY


ARTHUR A. RIEGEL
ARBITRATOR

AFFIRMATION

STATE OF NEW YORK)
COUNTY OF NASSAU)

I, Arthur A. Riegel, Esq., affirm that I am the individual describe in and who executed the foregoing instrument which is my Opinion and Interest Arbitration Award.


ARTHUR A. RIEGEL, ESQ.

POSITIONS OF THE PANELISTS

I, Richard ^SC. Corenthal, Esq. Petitioner member of the Interest Arbitration Panel, concur with/dissent from the numbered elements of the Interest Arbitration Award as follows:

- | | | |
|-------------------|---------------|-----------------|
| 1. Award item # 1 | <u>Concur</u> | Dissent |
| 2. Award item # 2 | <u>Concur</u> | Dissent |
| 3. Award item # 3 | Concur | <u>Dissent*</u> |
| 4. Award item # 4 | <u>Concur</u> | Dissent |
| 5. Award item # 5 | <u>Concur</u> | Dissent |
| 6. Award item # 6 | <u>Concur</u> | Dissent |

Richard S. Corenthal
RICHARD S. CORENTHAL, ESQ.
PETITIONER PANELIST

* I dissent to increasing salary steps for newly hired firefighters but concur with decision not to apply salary steps to Lieutenants.

I, Thomas B. Wassel, Esq., Respondent member of the Interest Arbitration Panel, concur with/dissent from the numbered elements of the Interest Arbitration Award as follows:

- | | | |
|-------------------|---------------|----------------------|
| 1. Award item # 1 | <u>Concur</u> | Dissent |
| 2. Award item # 2 | Concur | <u>Dissent</u> |
| 3. Award item # 3 | <u>Concur</u> | * Dissent |
| 4. Award item # 4 | Concur | <u>Dissent</u> |
| 5. Award item # 5 | <u>Concur</u> | Dissent |
| 6. Award item # 6 | <u>Concur</u> | Dissent |

Thomas B. Wassel

THOMAS B. WASSEL, ESQ.
RESPONDENT PANELIST

* Dissent with respect to decision
not to increase salary steps for
lieutenants.