

I N T R O D U C T I O N

This matter was heard and resolved as directed by the State of New York Public Employment Relations Board under the terms of statutory provisions applicable to compulsory interest arbitration pursuant to Civil Service Law, Section 209.4, as amended. At issue are the terms of a collective bargaining agreement to be effective as of January 1, 1979, between the Village of Pelham, County of Westchester, New York (the "Village") and the Pelham Firemen, Local 2213, International Association of Fire Fighters (the "Union"). Owing to a governmental reorganization, this new agreement is to succeed a collective bargaining agreement between the Union and the First Fire District of the Town of Pelham.

Under required procedure a three-person public arbitration panel (the "Panel") was designated on August 31, 1979 to hear the dispute and render an award. After due notice, hearings were held on September 28, 1979; October 29, 1979; and December 18, 1979. Representatives of the Village and the Union waived the right to a stenographic record of the proceedings. The parties were offered full opportunity to present evidence and argument and to examine and cross-examine witnesses. The Union presented documentary evidence in support of its position at the December 18, 1979 hearing, and the Village submitted a post-hearing brief in timely fashion on January 21, 1980.

The Panel met in executive session on February 28, 1980.

The collective bargaining unit consists of nine firemen, who work in conjunction with a volunteer fire department.

In addition to and as part of arguments by the parties, the Panel gave due consideration to the following factors, as they may be applicable, in reaching its determinations:

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

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

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

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

F I N D I N G S

In its presentation the Union set forth a number of matters on which it sought changes in the previous agreement, with maximum improvement in the basic salary rate as the most important. The Union used as comparison for its position the salaries and benefits in neighboring fire departments, as well as salaries and benefits of the Village Police Department. The Village, on the other hand, compared the skill and nature of the work of the Firemen to employees -- particularly vehicle drivers -- within its

Street Department. The Village did not reply specifically to various benefit issues raised by the Union but instead made its proposal for change in the form of a percentage of salary, to be applied wholly to salary or partly to salary and partly to benefits. Annual salary for Firemen First Grade effective January 1, 1978 (and in effect until the initiation of this agreement) is \$16,200. There are four lesser grades, as well as higher salary levels for Fireman and Inspector.

The Village is on a fiscal year of June 1 through May 31, and its current collective bargaining agreement with the Civil Service Employees Association, Inc. on behalf of Street Department employees is in effect from June 1, 1979 through May 31, 1981. The Village's agreement with its police officers expired on May 31, 1979 and is currently under negotiation, but presumably will be renewed on a June 1 - May 31 basis.

The Village and the Union, in their negotiations and in their discussions with the Panel, indicated their willingness to undertake an agreement of at least two years. The desirability of an agreement ending on May 31 was also favourably discussed. This would mean an agreement of 17 months from January 1, 1978 ending May 31, 1980; or an agreement of 29 months, ending May 31, 1981.

Since the parties did not themselves reach full accord on all the terms of an agreement, the length of the agreement must be determined by the Panel. The Panel believes that there is substantial merit to an agreement which would run until May 31, 1981, and thus be in concurrence with the Village's fiscal year and would co-terminate with the Village's agreement with the CSEA. There is also reasonable likelihood of a new agreement with the

police collective bargaining unit ending on that date as well.

Section 209.4 (c) (vi) of the Civil Service Law prohibits the determination by the public arbitration panel for a period which exceeds two years. Therefore, the Panel will make its final and binding award on the basis of a two-year agreement, but will make a recommendation concerning the five-month period thereafter.

A W A R D

Upon full consideration of all the issues upon which the parties have not reached agreement, the Panel makes the following final, binding and unanimous award:

1. The terms of the agreement between the First Fire District of the Town of Pelham and the Pelham Fireman's Taylor Act Committee effective January 1, 1977 shall be incorporated into an agreement between the Village and the Union for a period from January 1, 1979 through December 31, 1980.

2. All salaries in Article IV, Sections 1 and 2, shall be increased as follows:

a. Effective retroactive to January 1, 1979: \$1,000.

b. Effective retroactive to January 1, 1980: \$1,000.

3. All other proposed changes put forward by the Union shall not be adopted.

R E C O M M E N D A T I O N S

The above represents the full Award of the Panel under its mandate. The Panel unanimously recommends, however, that the Village and the Union adopt the following additional terms at the time of putting the new agreement into effect:

1. The agreement should run until May 31, 1981.
2. Salaries shall be further increased by \$450 effective January 1, 1981.
3. Effective January 1, 1981, the vacation schedule provided in Article VII, Section 1 shall be changed in a working-day basis rather than a calendar week basis, to be in harmony with the type of schedule worked by the employees. This change will bring the schedule in line with that generally employed by fire departments in nearby communities and by the Police Department in the Village. The revised schedule should be:

Less than 1 year	pro-rated to $\frac{1}{2}$ ratio of 9 ^{working} days <i>Marx</i>
1 year of service	9 working days
5 years of service	12 working days
10 years of service	18 working days.

4. Except as specified above, the agreement should otherwise be unchanged until May 31, 1981.

The Public Panel Member, the Employer Panel Member, and the Employee Organization Panel Member concur in each and all portions of the above Award and Recommendation.

DATED:

Herbert L. Marx, Jr.

 HERBERT L. MARX, Jr.,
 Public Panel Member and
 Chairman

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

Dorothy S. Marx

 DOROTHY S. MARX
 Notary Public, State of New York
 No. 31-4611634
 Qualified in New York County
 Commission Expires March 30, 1981

On this 28th day of March, 1980, before me personally came and appeared Herbert L. Marx, Jr., to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Murray Steyer
MURRAY STEYER, ESQ.
Employer Panel Member

STATE OF *New York*)
COUNTY OF *Westchester*) ss.:

On this *24th* day of March 1980, before me personally came and appeared Murray Steyer, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Corinne S. Norris
CORINNE S. NORRIS
Notary Public, State of New York
No. 60-2906485
Qualified in Westchester County
My Commission Expires March 30, 1981

Robert Gollnick
ROBERT GOLLNICK
Employer Organization
Panel Member

STATE OF *New York*)
COUNTY OF *Albany*) ss.:

On this *nineteenth* day of March 1980, before me personally came and appeared Robert Gollnick, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

COLLEEN ANN WAGNER
Notary Public, State of New York
Qualified in Albany County
My Commission Expires March 30, 1980

Colleen Ann Wagner

