

STATE OF NEW YORK PUBLIC EMPLOYMENT  
RELATIONS BOARD  
Case No. CA-0018; M74-656

*[Handwritten stamp]*

*Aug 4 1975*

In the Matter of the Arbitration between

City of North Tonawanda  
and  
North Tonawanda Professional Firefighters,  
Local 1333, IAFF

AWARD OF  
PUBLIC  
ARBITRATION PANEL

The undersigned Arbitrators, having been designated pursuant to the provisions of Section 209.4 of the New York State Civil Service Law, held hearings on July 17 and 18, 1975, in North Tonawanda, New York. The parties presented orally and in writing statements of fact, supporting witnesses and other evidence, and offered arguments with respect to their position.

The undersigned Arbitrators have carefully examined the evidence and arguments before them. In the Award which follows, attention has been paid to the recommendations of the fact-finder. In addition, the Arbitrators have scrutinized the wages, hours and other conditions of employment of other employees similarly situated as is the unit in question. Comparisons have been made and inferences drawn based upon geographical and occupational considerations. The Arbitrators have further endeavored to balance the interests of the employees in an equitable settlement of their working conditions with the public interest and the financial ability of the public employer to pay any additional cost.

No single issue was decided in isolation. In making this Award the Arbitrators took into consideration the interrelationship of all open items before them as well as the issues upon which an agreement between the parties has been reached. The Award not only draws its sustenance from evidence and argument but is undergirded by the Arbitrators' desire to make a just and reasonable determination of all the matters in dispute.

AWARD

The terms and conditions of employment specified as "not agreed upon" in the petition for Compulsory Interest Arbitration filed by the North Tonawanda Professional Firefighters, Local 1333, IAFF, as identified by the appropriate contractual section are decided as follows:

Section 2.43 (Grievance Committee). This issue was withdrawn since an agreement has been reached.

*[Handwritten signature]*

Section 3.37 (Arbitration Fees). This demand is denied.

Section 3.42 (Time Limits on Grievance Handling). This issue has been withdrawn since an agreement has been reached.

Section 5.72 (Assignments, Temporary). An employee temporarily assigned (for one day or more) to a higher rank shall be compensated at no lower a step in the rank to which he is assigned than that which he currently holds in his regular rank.

Section 6.32 (Shift Substitution). This issue was withdrawn.

Section 7.11 (Wages). Effective at the expiration of the old contract, salaries shall be increased as follows:

<u>Title</u>	<u>April 1, 1975</u>	<u>April 1, 1976</u>
FIRE DRIVER-FIREFIGHTER	7%	7%
FIRE CAPTAIN	8%	7%
ASSISTANT FIRE CHIEF & EQUIPMENT MECHANIC	8%	7%

Section 7.16 (Overtime). This demand is denied.

Section 9.21 (Vacation). Effective on January 1, 1976, the vacation schedule shall be:

1 year but less than 5 years - 2 weeks plus 1 day.  
5 years but less than 12 years - 3 weeks.  
12 years but less than 20 years - 4 weeks.  
20 years and over - 5 weeks.

Section 9.32 (Vacation Scheduling). This issue was withdrawn since an agreement has been reached.

Section 9.34 (Vacation Scheduling). This issue was withdrawn since an agreement has been reached.

Section 10.22 (Sick Leave Credits). This demand is denied.

Section 10.35 (Medical Certificate-Absence). This section shall read as follows:

An employee must have furnished a medical certificate for an absence of six (6) or more consecutive working days. Only one medical certificate will be required for a period of uninterrupted absence due to employee sickness.

Section 10.41 (Disqualification for Sick Leave). This issue was withdrawn.



Section 11.11 (Leaves of Absence). This demand is denied.

Section 11.13 (Death in Family Leave). This demand is denied.

Section 11.14 (Leaves of Absence-Personal). This section shall be amended by reducing the request period from 5 to 3 days and that leaves, once granted, shall be subject to cancellation only in emergency situations which were unforeseen at the time the request was granted.

Section 12.11 (Life Insurance). This demand is denied.

Section 12.12 (Medical Insurance). Effective April 1, 1976, the City shall provide a Blue Cross and Blue Shield Prescription Plan coverage. The Plan will require that covered employees shall co-pay one dollar a month.

*prescription  
plan*

Section 12.14 (Longevity Pay). This demand is denied.

Section 12.22 (Uniforms). This issue was withdrawn since an agreement has been reached.

Section 13.13 (Training Courses). This demand is denied.

*for*

*Philip Ross*

PHILIP ROSS, PUBLIC PANEL MEMBER AND  
CHAIRMAN

STATE OF NEW YORK  
COUNTY OF TOMPKINS

On this        day of July, 1975, before me personally came and  
appeared PHILIP ROSS, 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.

*Dorothy A. Wilson*  
DOROTHY A. WILSON  
Notary Public, State of New York  
No. 5596 1974  
Qualified in Tompkins County  
Term Expires March 30, 1976

*Francis R. Molnar*

FRANCIS MOLNAR  
EMPLOYEE ORGANIZATION PANEL MEMBER

STATE OF NEW YORK  
COUNTY OF TOMPKINS NIAGARA

FRANCIS J. LARANGO  
NOTARY PUBLIC  
STATE OF NEW YORK  
NIAGARA COUNTY 7431835  
COMMISSION EXPIRES  
MARCH 30, 1976

On this *30<sup>th</sup>* day of July, 1975, before me personally came and  
appeared FRANCIS MOLNAR, 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.

(MR QUINN DECLINED TO SIGN)

JAMES F. QUINN  
EMPLOYER PANEL MEMBER

STATE OF NEW YORK  
COUNTY OF TOMPKINS

On this        day of July, 1975, before me personally came and  
appeared JAMES F. QUINN, 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.