

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD--ADMINISTRATOR

In the Matter of the Arbitration Between \*  
\*  
CITY OF BUFFALO \*  
\*  
-and- \* Case No. CA-0104  
\* M76-82  
BUFFALO PROFESSIONAL FIRE FIGHTERS ASSOCIATION \*  
LOCAL 282, I.A.F.F., AFL-CIO \*

Before a Tripartite Panel

Robert Casey, appointed by the City  
Patrick Mangan, appointed by the Union  
Rodney E. Dennis, neutral chairman

Appearance for the Union:

Thomas V. Considine, Esq., Counsel for the Union

Appearance for the City:

Joseph A. Tringali, Esq., Assistant Corporation Counsel, City of Buffalo

BACKGROUND

A hearing was held in the above referenced matter in the City of Buffalo on October 19 and October 22, 1976 before the public arbitration panel, the members of which were selected in accordance with the compulsory arbitration procedures of the Taylor Law. The parties were afforded every opportunity to present witnesses, evidence, and testimony, and to cross-examine each other. A transcript record of the hearing was prepared and forwarded to all members of the panel, as well as to the parties. Lengthy discussions have taken place between the chairman and panel members and between the panel members and their

constituents. Meetings were held in Buffalo and Ithaca, New York in an attempt to arrive at a solution to the impasse that would meet the requirements of the law and the labor relations needs of the parties. Numerous political and labor relations solutions to the impasse were explored by the panel in its executive sessions. These hearings, the panel's review of the record and the exhibits, discussion in executive session, together with the events of the last four months in Buffalo produced this award.

The events that have taken place during the past four months in Buffalo have had a profound impact on the deliberations of this panel and have all but dictated this award. The chairman thinks that an explanation of these events and their impact on this panel's decision should be contained in this award. It is essential for the citizens of Buffalo, the legislators, the fire fighters, and the courts to know exactly how the panel arrived at its decision. With that concept in mind, this award was written. A good share of the comments contained in this award are aimed at educating the parties mentioned above to that end.

After the hearings had been concluded and the transcripts and records reviewed by the panel members, a number of executive sessions were held. At the conclusion of these executive sessions it was apparent that the panel members were not in agreement and a majority award was impossible at that time.

When it became apparent to the chairman that it was impossible to reach a majority vote on the issues in dispute, he attempted to find some plan that would cause the partisan arbitrators to modify their extreme positions and bring about a majority decision. At that point, he requested that the members of the panel submit in writing their last

best offers indicating the bottom line to which they would agree in an award. These positions were received by the chairman during the last week of January 1977. A reading of the city's last offer revealed that its position on a salary increase for the two-year period the panel was considering had not changed from its position prior to factfinding. The city was proposing a zero salary increase for contract year 1975-76 and 1976-77. A reading of the fire fighters' last best offer also revealed that they had not changed their position on salary from the one advanced by the partisan arbitrator at the first executive session of the panel. This position was a 5 percent salary increase for the contract year 1975-76 and a 4 percent salary increase for the contract year 1976-77. The arguments presented in the last offers to support the positions of the parties were essentially a summation of the arguments presented by both sides at the hearing. These arguments are as follows:

Position of the Parties: The City

The city contended that no salary increase should be granted for two years. There are a number of reasons for this salary freeze.

1. The City of Buffalo is struggling to maintain itself financially. It is carrying a \$10 million budget deficit. Due to its lack of power to raise taxes (Chapter 349 restrictions) and its inability to borrow money at reasonable rates or on a long-term basis, it does not have the ability to pay a salary increase to any city employee. The city must liquidate its budget deficit and it must improve its credit rating to avoid bankruptcy and a takeover by a financial control board. During the current fiscal year, a budget reserve of approximately \$4.

million is budgeted. This money has been transferred in the books to assist in liquidating the deficit.

2. Sales tax revenues for the first quarter of the year matched budget projections; there was no surplus. The city is having a difficult time collecting the occupancy tax recently levied.

3. State revenue sharing and state emergency assistance funds produced shortfalls from the amounts the city had anticipated (approximately \$1.5 million) for fiscal years 1976-77 and 1977-78.

4. The record-breaking snowfall and cold weather has caused large amounts of unbudgeted funds to be spent for utilities and snow removal in the city. (Despite its federal disaster area status, at this writing the city is not sure how much of its reserve will be needed to cover these unexpected costs.)

5. When it enacted the compulsory arbitration amendment to the Taylor Law, the state legislature did not contemplate or intend that a panel such as the one seated here could, by an award, push a municipality over the brink into bankruptcy and into the hands of a control board.

6. Over the past several years, the city work force has decreased by 30 percent. It is agreed by both parties to this proceeding that further cuts in the manpower of the fire department to finance a salary increase would present a safety hazard to the public, as well as to the fire fighters.

Position of the Parties: The Union

The last offer presented by the fire fighters to the chairman in January 1977 was a 5 percent salary increase for the year 1975-76 and a 4 percent increase for the year 1976-77. The arguments presented in support of the union's position are as follows:

1. Passage of the binding arbitration section of the Taylor Law has deterred strikes among the uniformed public sector employees of the state. This fact should not be taken lightly by the city or by members of the arbitration panel. It is primarily why the legislature enacted the arbitration amendment to the Taylor Law.
2. The City of Buffalo's budget contains \$3 million of unexpended funds which are available for uses other than those for which they were budgeted. This fact was pointed out at a public meeting by a member of the city council. There is some indication (at the present time unofficial) that the sales tax revenue to the city will increase.
3. The city created its own problems. It did not plan for a salary increase in the current budget, nor did it raise taxes sufficiently prior to the Chapter 349 moratorium to cover known expenditures. In both cases, the city could have planned sufficiently and perhaps avoided some of the problems it faces in regard to bond sales and the funding of salary increases.
4. The police department in the City of Buffalo was awarded a 5 percent salary increase by a public

arbitration panel for the 1975-76 contract year.

While the city has moved in court to have the award vacated, no one can say for sure if it will be set aside. If the fire fighters receive less from an arbitration award than the police officers, problems could develop. Equity in salaries for uniformed employees in the City of Buffalo has long been a matter of tradition, jealously guarded by both departments and supported by the city.

5. The Buffalo Teachers Federation were the recipients of an arbitration award that included a 9 percent salary increase over a two-year period.

Sewer authority employees have also received pay increases from an arbitration award totaling more than 12 percent for two consecutive years.

6. Fire fighters have not received a salary increase in over 30 months. The cost of living during this period has risen much more than the 9 percent the union is requesting.

7. The brave men of the fire department engage in the most dangerous occupation in America today and they should not be made scapegoats for incompetency on the part of the city's management. If the city is as bad off financially as it claims, it should eliminate a number of the top jobs in the administration as a start toward economizing, rather than attempting to hold city employees at their present salaries for two years.

The Chairman's Evaluation of the Parties' Positions

While the arguments presented by the partisan arbitrators in their final offers in January were summaries of far more comprehensive presentations made at the hearing, they do reflect essentially the positions the parties have consistently held throughout this proceeding to this point.

Since the chairman of the panel selected the last best offer concept as a method to encourage the parties to narrow their differences, he had intended to adhere to it. However, prior to choosing either the offer of the city or the fire fighters' and issuing an award, the chairman felt it was essential to once again review the law and the criteria outlined in that law to see which of the positions present most closely fit the criteria. The chairman's analysis of the enabling legislation is the following.

By the passage of the compulsory arbitration amendment of the Taylor Law, the New York State Legislature recognized the unique nature of the uniformed employees of the state's cities. Police and fire units which could not reach agreements with their employees were afforded the opportunity to arbitrate over contract issues in order to preclude slowdowns, sickouts, blue-flu epidemics, or in any way the jeopardizing of vital and critical services. In short, the amendment was intended to settle all impasses without serious problems erupting. While only passed on a trial basis (for three years, ending July 1, 1977), this legislation was not extended to other classes of public employees.

This fact cannot be ignored by the members of the panel or by the municipal legislators involved.

The compulsory arbitration amendment states that all matters presented to the public arbitration panel shall be decided by a majority vote. The panel shall make a just and reasonable determination of the matter in dispute. In arriving at a decision, the panel can take into account the following criteria:

1. The recommendation of the factfinder.
2. A comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration with the wages, hours, and conditions of employment of employees in similar situations, and other employees in both public and private employment.
3. The interests and welfare of the public and the financial ability of the public employer to pay; comparisons of peculiarities in regard to other trades and professions; hazards of employment, physical qualifications, education qualifications, mental qualifications, job training.
4. Such other factors as are traditionally taken into consideration in determination of wages, hours, and conditions of employment.

When the chairman considered these criteria and the last best offers of the parties to this dispute, he could not in good conscience adopt either position as the award of this panel. At this point in the proceedings in an attempt to avoid a three-way split of the panel, he made one last plea to the parties to modify their positions, keeping in mind the need for moderation and for the panel to issue a majority opinion. On February 14, the following telegram was sent to the parties

by the chairman: "Gentlemen I am having a difficult time subscribing to your last offer. Law requires the award to be majority decision. Am giving you one last chance to modify your position before an award is issued. Please respond by telegram to expedite process."

The parties responded to this plea with the following replies:

In an attempt to resolve the panel's inability to come to a majority decision Local 282 in an expression of good faith will modify its previous position by submitting: That the base salary as of July 1, 1975 (Firefighters \$13,000) be increased to \$13,650 this 5 percent increase in all positions to continue until January 1, 1977 when at that time an additional \$273 (2 percent) will be added to the base salary of \$13,650 constituting a base of \$13,923 for a firefighter through June 30, 1977.

All other benefits currently in effect will be maintained.

Respectfully,

Patrick J. Mangan, Jr.

While the city did not respond with a telegram, the city's representative on the arbitration panel conveyed the city's position by telephone to the chairman. "The city finds it impossible to modify its position of no salary increase."

Thus the city continued to propose that the current contract remain in effect for a two-year period from July 1, 1975 to June 30, 1977, with no increase in salary. It also maintained that a change be made in the personal leave article of the contract. The city based its position of no salary increase for the two-year period on its inability to pay.

Much was said in the formal hearing and in the executive sessions about the city's financial situation and the possibility that a control

board may take over the operation of the city if drastic steps are not taken by the city fiscal managers. The chairman was persuaded by the testimony at the hearing and the exhibits submitted that Buffalo's fiscal problems are serious. He was also persuaded that it is possible for Buffalo to end up under the supervision of a control board and that if major improvements in the fiscal management of the city were not made, the city would not have a market for bonds to raise funds to accomplish needed capital improvements. (During these proceedings, however, the city's bond rating was changed so that now it can sell long-term paper to finance capital improvement projects necessary for its maintenance.) The chairman is convinced that no further personnel cuts can be made in the uniformed services. In short, the city is in dire financial straits. Buffalo cannot raise taxes. This is a fact. Uncollected taxes have increased. This, too, is a fact. Local taxpayers are refusing to pay the occupancy tax recently levied. Unemployment is high in the Buffalo area. New industry is reluctant to settle in western New York and especially in the City of Buffalo. High taxes, low productivity, and high wages are some of the reasons cited for this reluctance on the part of private industry to display any confidence in western New York. Erie County, which is the source of the sales tax revenue received by the City of Buffalo, is itself in financial trouble. The state has cut the payments it makes to the city. The list of problems facing the City of Buffalo could be extended endlessly.

The question facing the chairman of this panel, however, is does an award of no salary increase for two years for the Buffalo fire fighters in any way help to solve these problems or does a salary increase add in any major way to the problem? All aspects of the problem, as well as the criteria spelled out in the law, must be considered before a final decision can be made.

If one reviews the material presented at the hearing on the salary issue, one is struck with the ability of each side to present data to support its position and refute that of the other. For example, the fire fighters claim that their base salary of \$13,000 is the lowest of the big six cities in New York State and is lower than many other cities of comparable size in the country. The city, on the other hand, claims it spends more in total dollars for each fire fighter's salary and benefit package than all but a few cities in the country, including the cities the union cites for its comparisons. The union comes back with the argument that the city spends less for fire fighters than any other major city in the state when their costs are calculated on a per capita basis. The city counters with the claim that if only salaries and benefits are used as the basis for this per capita analysis, Buffalo again is near the top of the list and not at the bottom.

And so it went throughout the proceedings. The fact of the matter is that comparability, as an argument to support or not support a salary increase, is often faulty. In the past ten years, so much has been bargained and compromised by both parties across the table that one can hardly say who has the best contract or, for that matter, which contract is better than another. Who can tell, for example, when salary requests were sacrificed for fringe benefits and when longevity increases were sacrificed for sick leave benefits? To now claim that a fire fighter should or should not receive a salary increase because his base salary is more or less than the base salary of some other fire fighter often cannot be supported.

Conclusions of the Chairman

The chairman has reviewed the comparative data presented on the salary issue and has concluded that it is inconclusive. The law further suggests that the panel can consider the factfinder's report if it chooses.

On a number of occasions, the chairman was willing to subscribe to the factfinder's report as the award of the panel, but could not persuade either side on those occasions to adopt it as its position.

Furthermore, as a result of the fire fighters' revised last offer, the chairman was hopeful that a majority decision of the panel could be achieved. This, however, did not occur. The fire fighters' representative on the panel was willing to scale down the award for the year 1976-77 if he was assured that the award would include a 5 percent increase for the year 1975-76. Quite obviously, this position was based almost exclusively on the existence of the arbitration award granted to the police. However, before the panel could meet to further discuss the development of a final award the Supreme Court Appellate Division Fourth Department unanimously vacated the award in the police arbitration stating that the award disregarded the city's inability to pay and was arbitrary and capricious. The Court, through its award, authorized the parties to file for a new arbitration panel if they chose to do so. This event seriously undermined the basis on which a 5 percent increase for the year 1975-76 for fire fighters could be supported. The panel in this arbitration was again faced with a new set of facts and was forced to reconvene in an attempt to arrive at a majority decision, while considering the impact on the proceeding of the Court decision in the police arbitration.

Once again, the panel began to look at the factfinder's recommendation as a most likely solution to the problem and as the most logical,

fair, and reasonable award possible in this case. As was cited above, the law does give special status to the factfinder's report.

The panel, in an effort to bring these proceedings to a close and issue an award, again began to review the facts of the case. By this time, March 1, 1977, a number of events have taken place that have to be considered. The panel reviewed in detail the Court's decision in the police arbitration case. They were impressed with the detailed review the Court gave to the economic data presented by the parties and with their analysis of it and the conclusions they drew from it. The panel recognized that any award that gave the fire fighters a salary increase for the year 1975-76 would fly in the face of this Court decision. This act prompted the chairman to conclude that he could not, under any circumstances, award a salary increase for 1975-76 and turned his attention to the second year of the contract period. The panel again discussed the rise in the cost of living since the fire fighters had last received a salary increase, approximately 18 percent since July 1, 1974. It further discussed at great length the priorities that should be given to the criteria specified in the law. The panel decided that while the employer's ability to pay is a major consideration the other criteria must also be considered. In the words of Justice Fuchsberg of the New York State Court of Appeals as noted in the City of Buffalo v. New York State Public Employment Relations Board on June 5, 1975,<sup>1</sup> "The panels' decisions no doubt may affect the cost of police and firefighters' services to their local governments, but the cities or towns for whom they work remain free to make their own decisions as to how they will meet such costs, whether by taxation, cutbacks in spending or other means."

1. PERB Court Decisions 8-7011.

Generally, the most equitable solution to an impasse lies somewhere between the positions of the parties. The situation here is no different. The city would like a wage freeze for two years and the fire fighters would like a salary increase for two years. The chairman is mindful of the fact that this arbitration award could have a major impact on the continuation of binding arbitration in New York State, as well as on the fiscal survival of the City of Buffalo. The chairman, however, is not inclined to add to the problems that now exist in the city, but hopes that this award will be accepted by the parties and implemented, and that the parties will then go to the table and begin to negotiate for contract year 1977-78.

Since the chairman is required by law to issue a majority opinion that is fair and reasonable supported by the record and based on the criteria, and is, in his judgment, in the best interest of the public he represents, he is forced to vote for adoption of the factfinder's report and will so recommend. He requests that his fellow arbitrators join him in this position.

While the chairman is not satisfied with the outcome of this arbitration, he does feel that on balance, the criteria weigh more heavily in favor of some salary increase for the fire fighters than they do in favor of the city's position of no salary increase for a two-year period. An ability to pay is only one criterion of the law the panel is required to consider. While it is paramount in this case, other criteria and facts must also be kept in mind.

Before outlining the position of the panel in this dispute, certain propositions should be stated.

- (1) The panel agrees that the fiscal problems facing the city are severe;

(2) the fire fighters' real income has been eroded over the past 30 months due to inflation and no salary increases;

(3) fire fighters are engaged in a very hazardous occupation; and

(4) the long-standing equality between fire fighters and police officers in the City of Buffalo is of vital importance to both groups.

(5) The panel further maintains that every possible avenue to settle this dispute short of this award has been explored to no avail;

(6) arbitration panels can be successful in bringing disputes of this type to a successful conclusion and they should not be oblivious to the fiscal problems facing local governments nor use their extraordinary powers to push a municipality on to dangerous fiscal shoals;

(7) that the parties are committed to collective bargaining and will eventually work out their problems across the bargaining table; and

(8) this award has only partially met the needs of the parties, but is the only just and reasonable decision possible, given the language of the Taylor Law, the facts of the case, and the political problems faced by both sides.

#### AWARD

The panel awards only the following recommendations of the factfinder as the arbitration award. All other terms and conditions of the last contract will remain in effect. (While the factfinder in

his report addressed himself to numerous issues other than salary, the bulk of the presentation at the arbitration hearing, as well as in executive sessions, centered on the salary question. There was very little discussion about the other issues. The panel is mindful of the problems that exist with the leave policy now enjoyed by the fire fighters. It does not, however, think it should recommend any changes in the current agreement on this issue. A recent grievance arbitration award on this subject also modifies the factfinder's recommendation on this issue.)

The following language is taken directly from the factfinder's report:

1. Salary: The fact finder, with considerable reluctance must bow to the inescapable fiscal bind of the City and is constrained against recommending an increase for 1975-1976. For fiscal year 1976-1977 a modest increase is suggested by the evidence presented in these deliberations. Therefore it is recommended that the salary schedule shall be increased at each grade by 3.3% said increase to be applied retroactively from July 1, 1976.
2. Clothing Allowance: The fact finder finds sympathy with the Union demand for additional monies provided as a uniform allowance however is constrained by the factors detailed in this report to make a more modest recommendation. Therefore it is recommended that the allowance for uniform purchase and maintenance be increased to \$280.00 per year. It is further recommended that this allowance ". . . be paid by Sept. 15. Any new Firefighter appointed after Sept. 15th of any given year shall be allotted a pro-rata partial allowance based on" \$160.00 half year allotments. This adjustment shall commence in the second year of the contract.
3. Upgrading the Rank of Battalion Chief: The fact finder feels that some adjustment is due for the salary grade occupied by Battalion Chiefs. The Union established to the fact finders satisfaction that this grade is presently disproportionate to other grades and that the duty description is similar to that found in other jurisdictions

wherein the salary distinction with Captains is greater. Accordingly it is recommended that in addition to other salary adjustments recommended herein, the salary grade for Battalion Chiefs be further upgraded by 4% of the present salary or by \$674.00

Ithaca, New York

3/11/77

*Rodney E. Dennis*  
Rodney E. Dennis, Arbitrator  
Chairman, Arbitration Panel

*Patrick Mangan*  
Patrick Mangan  
Appointed by Fire Fighters

*Discretionary  
Award*

*Robert Casey* *Discretionary award*  
Robert Casey *by separate opinion*  
Appointed by the City

Dissent from Opinion of Rodney E. Dennis

When the "Public Employees Fair Employment Act" (The Taylor Law) was enacted in 1967, the legislature sought "to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government." (§200, Civil Service Law)

In response to a massive lobbying effort by police and fire fighters unions, the New York State Legislature added compulsory binding arbitration in 1974 to the collective bargaining process as a three year experiment, restricting its application to police and fire fighter units. Unless extended, it will expire on June 30, 1977.

1974 was significant to Buffalo and other municipalities throughout the state. Earlier legislation which excluded pension and social security payments from the 2% constitutionally mandated real property taxing limitation was declared unconstitutional in the now famous "Hurd" decision. Buffalo and numerous other municipalities found that not only had they reached their constitutional real property taxing limit, but that their tax levies were unconstitutional.

1974 also saw a significant increase in the accumulated operating deficit of the City of Buffalo, reaching an all time high of \$17 million by the end of the fiscal year on June 30, 1975.

1974 saw the beginning of the end of fiscal stability in the cities of New York and Yonkers, culminating in special session creation of emergency financial control boards for these cities and the creation of the Municipal Assistance Corporation in 1975. Self-determination and home rule were required to be sacrificed to achieve survival outside bankruptcy. The depressed economy of Buffalo combined with a declining tax base and high accumulated deficit caused financial prognosticators to forecast the imminence of the

fiscal collapse of Buffalo.

Anticipating the problem, the City of Buffalo cut municipal services to the bone and decreased its total employees by almost 30%. The problem posed by the Hurd Decision was solved temporarily by the enactment of Chapter 349 of the Laws of 1976 which permitted the City of Buffalo and some fifty-five other municipalities to temporarily exceed the constitutional tax limitation through the fiscal year ending June 30, 1980 on the condition that there would be no increase in the total tax levy in fiscal years commencing subsequent to July 1, 1976. Thus, the City has no ability to raise additional revenues by taxation and it stands in a position of providing minimal necessary services to its citizens, but the City has avoided the necessity of an emergency financial control board.

While the Taylor Law establishes a number of criteria for settling disputes, the key criterion to settling disputes involving wages must of necessity be the ability of the municipality to pay where, as in the City of Buffalo, services have been cut to a minimum, taxing power has been exhausted and there are no prospects of increased revenue sources. An award providing for any wage increases is completely unjustified and flies in the face of the clear legislative policy to assure the uninterrupted operations and functions of government.

There is no particular City department or function that can be singled out for preferential treatment at a time when the City is struggling to regain fiscal stability. Recently the Common Council of the City of Buffalo imposed a wage settlement on its white collar workers of no increase for 1975-1976, no increase for 1976-1977 and a

4 % increase for 1977-1978. An arbitration panel award of 5% for police officers of the City of Buffalo for 1975-76 was struck down last month by the Appellate Division, 4th Department, as unjustified, based on the City's fiscal condition.

A recurring argument in municipal labor negotiations is that somehow the City has "hidden" money in its budget and it does in fact have the ability to pay. Owing to the uncertain condition of the municipal money market, most municipalities today, including the City of Buffalo have their books audited by independent certified public accountants and issue detailed prospectuses for the purpose of borrowing money. These prospectuses are a matter of public record and any "hidden" monies would be readily perceived by studying them. There is no evidence that the City does in fact have surplus monies but to the contrary there is every indication of short-falls in anticipated revenues and budget deficits in several City accounts occasioned by the disastrous blizzard in the latter part of January 1977.

Another argument that is frequently set forth is that there is a surplus of exempt positions in City government which could be eliminated to provide funds for wage increases of union employees. The fact of the matter is that if the Mayor and all of the department heads and their deputies were to be eliminated, the monies generated from the elimination of these sixty jobs could not meet the wage demands of any one of the unions with which the City is compelled to bargain collectively. It is notable that the exempt employees of the City have not received a pay increase in the past 4 years.

The present strength of the police and the fire departments, which, incidentally, has been described by both unions as inadequate,

is maintained by the use of counter-cyclical dollars received from the Federal Government for only five fiscal quarters. Unless there is an additional appropriation by the Federal Government, not only will it be necessary to deny future salary increases, but it will be necessary to lay off members of both departments. Nowhere in the opinion of the Chairman of the Panel is there a rationale for his wage increase of 3.3% for fiscal year 1976-77 which is consistent with the legislative policy of providing orderly and uninterrupted operations and functions of government. Indeed if compulsory arbitration can be rationalized as a deterrent to strikes by policemen and fire fighters, this rationale is negated by the recent pronouncement of the Police Benevolent Association that if the award of an arbitration panel within the purview of the law does not meet its demands, it will take a strike vote. Thus, the concept of binding arbitration has taken on the connotation of unilaterally satisfying the union position without taking into account the intent of the statute.

At the beginning of the current fiscal year the accumulated operating deficit of the City of Buffalo was reduced to \$10.7 million and an appropriation was made in the budget of \$4 million to further reduce the deficit so that by June 30, 1977, if current revenue shortfalls and appropriation deficits can be neutralized, the accumulated deficit as of June 30, 1977 can be reduced to \$6.7 million. Until this deficit is eliminated, as is required by law, any additional unanticipated revenues received by the City must be applied to that purpose.

At a time when the credit rating of the City of Buffalo has been raised from a speculative Ba to a conditional minimum investment

grade Baa every effort must be made to sustain the progress toward fiscal stability which has caused discomfort to both the citizens of the City of Buffalo as well as its employees.

If the City of Buffalo, or any municipality in the State of New York, is to survive, public employees who, by their very nature, have a greater degree of responsibility to their fellow citizens in times of crisis, must subserve their interests to that of the public at large.

The 3.3% pay increase proposed by the Chairman of this Panel would serve to increase the City's operating deficit by \$1,000,000. He gives no source for obtaining these funds and does not dispute the dire fiscal condition of the City. Indeed, if this panel is empowered to impact the City's financial condition, it must likewise be charged with the responsibility of coming to a conclusion which is consonant with sound fiscal management. The rhetoric of the Chairman's opinion recognizes this responsibility but his conclusion obviates it.

The departure from the Factfinder's report with respect to personal leave time is likewise a gratuity which flies in the face of reason. Firefighters have a forty hour work week but their shifts are not divided into 5 eight hour days. As a result, firefighters take personal leave days on those days they work 15 hours, thus giving them 90 hours of personal leave time or the equivalent of 2 1/4 working weeks. This is in addition to up to 5 weeks vacation time and 10 days bereavement leave. The result is unconscionable.

The contract of the firefighters which expired on June 30, 1975 should be extended to June 30, 1977, modifying that portion thereof which grants six days personal leave to read fifty-seven hours of personal leave.

