

STATE PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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In the Matter of  
The Arbitration Between:

Local 294, International Brotherhood  
of Teamsters, Chauffeurs, Warehousemen  
and Helpers of America  
and  
City of Amsterdam

**CONCILIATION**  
N.Y.S. PERB Case No.  
~~488-295~~ **IA-43; M77-763**  
Interest Arbitration  
Date of Award:  
Dec. 15, 1978

Award

After having considered the evidence and arguments of the parties, a majority of the interest arbitration panel awards as follows:

1. The first sentence of Article VII of the prior contract is amended to read as follows: "Full-Time employees in the bargaining unit shall be granted a maximum of four (4) continuous days leave of absence with pay for absence due to death in the employee's immediate family."

2. The following provision shall be added to Article VIII of the prior contract: "Any time-off granted shall be credited to overtime."

3. The following provision shall be added to Article IX 4(e) of the prior contract: "(5) The City shall have the right to send its doctor to examine a firefighter immediately or thereafter when the firefighter reports off ill. A firefighter who refuses to allow the doctor to examine him shall be placed immediately on unpaid suspension."

4. Article XVI B of the prior contract shall be amended to read as follows: "B. Fire personnel who are assigned and work ten (10) consecutive or twenty-five (25) scattered tours

of duty during any twelve month period in a classification higher than that in which they are normally employed shall thereafter be paid at the rate of such higher classification for all days so worked out of title."

5. Article II of the prior contract shall be amended to read as follows: "This contract shall be for the period commencing January 1, 1978 through December 31, 1979."

6. Article IV of the prior contract shall be amended to read as follows: "Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or, if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a union member shall be paid to the Union by such non-member as and for an agency fee for services rendered by the Union as the exclusive bargaining representative.

"The Employer agrees to and shall deduct from the wages of all employees covered hereunder, the monthly membership dues payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union."

7. Article III of the prior contract shall be amended to read as follows: "The wage for the entry level of each of the job titles covered by this contract shall remain unchanged during the life of this agreement. Effective January 1, 1978 there shall be a 6% across-the-board wage increase applicable to all positions, i.e., all steps including top step, save for the entry level positions. Effective January 1, 1979 there shall be a 4% across-the-board wage increase applicable to all positions, i.e., all steps including top step, save for the entry level positions. Effective July 1, 1979 there shall be a 3% across-the-board wage increase applicable to all positions, i.e., all steps including top step, save for the entry level positions."

8. A majority of the panel voted to deny all other proposals except those that have been previously agreed upon by the parties; those proposals that have been agreed upon shall be made a part hereof. All provisions of the prior contract which have not been changed by this award shall be carried forward unchanged.

Anthony P. DiRocco  
Anthony P. DiRocco,  
City-Designated Member

J. Michael Robilotto  
J. Michael Robilotto,  
Union-Designated Member

Lawrence T. Holden, Jr.  
Lawrence T. Holden, Jr.,  
Impartial Chairman



In the Matter of

The Arbitration Between:

Local #294, International Brotherhood	)	
of Teamsters, Chauffeurs, Warehousemen,	)	New York State PERB
and Helpers of America	)	Case No. A77-235
	)	
and	)	Interest Arbitration
	)	
City of Amsterdam	)	

Date of Opinion:  
December 15, 1978

Opinion

This opinion will set forth the basis on which the decision was made with respect to the major items of the award.

First, reference to the statutory criteria is necessary. The New York statute governing interest arbitration procedures provides that the arbitration panel in arriving at its judgment shall take into consideration, in addition to any other relevant factors, the following:

"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."

## I. Wages

The Union proposed a wage increase of \$1,500 for fire fighters and drivers at the top of the scale and an increase of \$1,850 for officers at the top of the scale. The Union also proposed to increase the increments for the various job titles as well as the longevity payments. The \$1,500 increase that the Union is seeking at the top of the scale for fire-fighters and drivers amounts approximately to a 14% increase. The Union is further seeking a one year contract.

The City proposed a two year contract with a wage increase of 3% in the first year and a 3.5% increase in the second year.

In order to determine an appropriate wage adjustment, it is necessary to weigh a substantial number of economic considerations. These considerations, while of importance to the issue of wages, also, of course, bear upon all of the other economic proposals made by the parties.

The record revealed the following. Amsterdam is located in Montgomery County and may be considered to be part of the Albany-Schenectady - Troy (Tri-City) Labor Area. The level of unemployment in Montgomery County is high in comparison to the state-wide level of unemployment as well as to the level of unemployment in the Tri-City Labor Area. Also, the per capita income in Montgomery County is low in comparison to that of nearby counties and to state-wide per capita income.

The financial condition of the City has not been strong in the past. The City did experience a financial turn-around in 1977, and its financial condition has been improving since then although it still has a deficit in its fund balance. The City does not dispute its financial ability to pay in this proceeding but admonishes the panel to be mindful of the interest and welfare of the public.

There are approximately fifty employees in the Amsterdam fire department. The Amsterdam fire department is the lowest paid fire department in its population range (approximately 25,000)

in New York State and is some \$1,700 behind the mean or average for fire fighters' salaries and some \$2,500 behind for officers' salaries. The Amsterdam fire fighters over the years from 1974 through 1977 received the following percentage increases at top step: 11.4% in 1974; 13.8% in 1975; 0% in 1976; 8.4% in 1977 for a four year average increase of 8.4%. While the fire fighters have received a substantial percentage increase in wages over the aforementioned four years, the fire fighters are still behind the average fire fighter salary in New York State, as already mentioned, by a significant amount.

The record further revealed that other bargaining units in Amsterdam received the following wage increases: CSEA - 5.5% in 1978 and 5% in 1979; Transit - 5% to 19% in 1978 depending upon the classification and 5% in 1979; and AFSCME - 5.5% to 11% in 1978 depending upon the classification and 5% in 1979. The record also showed that the New York State average negotiated increase for fire fighters from 1975 through 1977 was 7.2% and that the New York State average arbitrated increase for fire fighters for the same period was 6.6%.

Comparison of Amsterdam fire fighter salaries with fire fighter salaries in appropriate communities is also instructive. In Amsterdam, drivers at the top of the scale received in 1977 \$10,662 and hosemen at the top of the scale in 1977 received \$10,562. By way of comparison, Cohoes fire fighters at the top of the scale in 1977 received \$10,726; Gloversville fire fighters received \$10,972; Saratoga Springs fire fighters received \$11,784 for an average 1977 fire fighter top of the scale wage of \$11,161 in these three communities. Amsterdam lieutenants at the top of the scale received in 1977 \$10,862. By way of comparison, Cohoes lieutenants at the top of the scale in 1977 received \$11,053; Saratoga Springs lieutenants received \$12,670 for an average 1977 lieutenant top of the scale wage of \$11,862 in these two communities.

The evidence indicated that the consumer price index for the Northeast rose 5.6% for a twelve month period during 1976-1977,

and that the average cost of living increase for the Northeast over the three year period embracing 1974 to 1977 was 8%.

The evidence also was that the Amsterdam fire fighters and officers enjoy one of the best and most expensive retirement plans available. Their plan is superior to that in many geographically proximate communities and to that in the Tri-City Area save for Troy.

Finally, the record indicated that fire fighting is one of the most hazardous professions.

A review of the above data indicates that this data cuts both ways and presents some very substantial considerations on both sides of the wage question. It is our judgment that the record in this case supports effective January 1, 1978 a 6% across-the-board wage increase applicable to all positions, i.e., all steps including top step save for the entry level positions which shall remain the same as they presently are, and that this record further supports effective January 1, 1979 a 4% across-the-board wage increase applicable to all positions save entry level positions and supports effective July 1, 1979 a 3% across-the-board wage increase applicable to all positions save entry level positions.

## II. Hours

The bargaining unit employees in the Amsterdam fire department are presently on a schedule whereby they stand a twenty-four hour tour when they are on duty. The City wants to change the schedule from one twenty-four hour tour per day to tours of ten and fourteen hours per day.

The record indicated that a significant number of communities in some geographical proximity to Amsterdam utilize the one twenty-four hour tour per day schedule. These communities are Albany, Saratoga Springs, Watervliet, Glens Falls, Gloversville, and Troy, which recently returned to a twenty-four hour tour schedule. Consequently, in terms of comparability, no overriding justification for change exists.

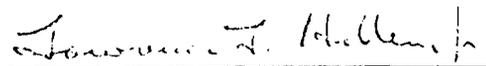
Moreover, it is apparent that employees in the Amsterdam fire department engage in part-time work to supplement their income and that these opportunities would be reduced, if not lost, by a change in schedule. In view of the relatively low wages paid to fire fighters in Amsterdam in comparison to other communities, supplementary income takes on particular importance for Amsterdam fire fighters. The City's wage offer in this case is not sufficient to obviate the need for such supplementary income.

In addition to these considerations, the panel does not find in the record of this case persuasive factors requiring change in the present scheduling of tours for Amsterdam fire fighters. Therefore, this City proposal is denied.

### III. Other Issues

The panel has accepted certain proposals and rejected others in the award that it makes. It believes that a persuasive basis exists in the record of this case for reaching such results, and it believes no further explanation is warranted except in the case of the agency shop proposal. While in terms of comparability, there was no overwhelming justification for acceptance of this proposal, there were other factors that mandated its adoption. In particular, the evidence was that there has been almost complete acceptance of the Union by bargaining unit employees save for one or possibly two individuals, and that save for these individuals, all bargaining unit employees are members of the Union. Thus, the Agency Shop award makes de jure what is now de facto in terms of the payment of dues or its equivalent to the Union. (It must be remembered that the Agency Shop mandates only the payment of dues or its equivalent; it does not compel Union membership.)

In sum, then, the panel finds that the Award amounts to a fair and just determination of the issues in dispute based on the record made in this case.

  
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Lawrence T. Holden, Jr.,  
Arbitrator

