

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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COMPULSORY INTEREST ARBITRATION PANEL

In the Matter of the Arbitration between
CITY OF LONG BEACH
and
CITY OF LONG BEACH
UNIFORMED FIREFIGHTERS
ASSOCIATION, LOCAL 287
CASE NOS. 1A-133; M-79-115

CONCILIATION
DETERMINATION AND
AWARD OF THE
PUBLIC ARBITRATION
PANEL

On October 15, 1979, the New York State Public Employment Relations Board designated a Public Arbitration Panel pursuant to Section 209.4 of the New York Civil Service Law for the purpose of making a just and reasonable determination of this dispute.

The Public Arbitration Panel members designated are:

Public Panel Member and Chairman - Dr. Samuel Ranhand
Employer Panel Member - Steven Schacter, Esq.
Employee Organization Panel Member - Stanley Samuels

APPEARANCES

For the City:

Guazzo, Silagi, Cramer & Perelson
by: Caesar C. Guazzo, Esq.

For the Association:

Hartman & Lerner
by: Michael C. Axelrod, Esq.

INTRODUCTION

The last contract between the above parties expired June 30, 1978. Prior to that expiration date, negotiations began for a new contract.

The negotiation process was delayed due to changes made in the positions of Corporation Counsel and City Manager. Moreover, election results caused changes in City Council. In all these cases, time was needed to permit the new decision makers to familiarize themselves with the situation.

Three intensive sessions held under the auspices of the State appointed mediator produced no results other than to confirm that the parties were at impasse.

Hence, pursuant to provisions of the New York Civil Service Law, Section 209.4, the present compulsory interest arbitration was held before the designated Public Arbitration Panel.

Hearings were held in the Office of the City Manager, City Hall, Long Beach, Long Island, New York, on December 19, 1979 and January 17, 1980.

Both parties were afforded ample opportunity to adduce testimony, cross-examine witnesses and to present evidence. Post hearing briefs were waived by both parties.

During the course of the protracted negotiations between the parties, they agreed to waive negotiations for the year July 1, 1978 through June 30, 1979. The Association, in the spirit of cooperation and in recognition of the City's circumstances, accepted the wage freeze for that year.

Hence, the parties agreed that the contract which expired June 30, 1978 was extended to June 30, 1979 in all respects including a wage freeze from July 1, 1978 through June 30, 1979. Consequently, the determination and award by the Public Arbitration Panel covers the two-year period commencing July 1, 1979 through June 30, 1981.

ISSUES FOR PANEL DETERMINATION

Accompanying its "Declaration of Impasse," the Association submitted a list of twenty proposals. Following are the proposals which the Association presented to the Panel of Arbitrators for its determination:

- No. 1. 2 yrs. contract, 11% increase per year
- No. 2. EMT pro-pay: Present - 0, proposed \$1,000 per year
AEMT pro-pay: Present - 0, proposed \$1,500 per year
- No. 3. Longevity: Present - \$300 after 6 years and \$350 after 10 years and \$350 after 15 years, proposed - \$350 after six years and \$450 after 10 years and \$350 after 15 years and \$50 a year to 35 years.
- No. 4. Night Differential: Present - 0, proposed \$ 1,200
- No. 5. Annual Cost Meal Allowance: Present \$3,500 per year, proposed \$5,000 per year
- No. 6. Holidays Worked: Present - 4 hours pay; proposed - 8 hours pay
- No. 7. Uniform & Maintenance Allowance: Present - \$360 and \$250 proposed, \$300 and \$300
- No. 8. Optical plan - \$50 per family
- No. 9. Keep Federally funded Firefighters on the payroll in the event the funds run out. At least to the end of the contract
- No.10. The following clause: Manpower - It is agreed by and between the parties that the best interests of public safety as regards fire protection with a minimum complement of twenty five (25) active Firefighters, shall be acceptable for the term of this agreement. However, at the reopening times of this contract, the subject shall once again be reviewed by the City and the Association for purposes of redefining the minimum complement, so as to consider increase to same. Notwithstanding any provision herein, it is agreed that upon a reevaluation as to minimum complement, that in no event shall the presently agreed upon minimum be readjusted downward. The specific intent of this provision is to assure public safety standards for the Firefighters.
- No.11. That the City, when it is able, will make every effort to reinstate all previously layed-off firemen before the preferred list expires in December, 1980.

- No. 12. Terminal leave: Present - 4 days per year, proposed - 5 days per year
- No. 13. Paid holidays: Present - 12, proposed - 13 (Easter)
- No. 14. Medical Insurance: Present - City picks up retired member at age 55, proposed - City picks up retired member at any age upon retirement.
- No. 15. Aunt and Uncle included in death in family benefits.
- No. 16. Diagnostic physical: Present - 0, proposed - members will be entitled to one physical per year, at the cost of the City and Firemen will have the option of choosing the physician of his choice.
- No. 17. Incentive time: A member would earn one 12 hour personal day per year if he was out less than 5 sick days.
- No. 18. Funeral expense: Present - \$1,500, proposed - \$2,500
- No. 19. The City shall grant vested rights (terminal leave and accrued sick leave) for all members after completion of ten years of service on the job.
- No. 20. Compensatory time: Present - straight time, proposed - time and one half

DISCUSSION

The Association submitted eighteen exhibits which included prior Association contracts with the City (1968, 1969, 1970, 1971, 1973 and contract which expired June 30, 1978). In addition, contracts for Long Beach PBA, Long Beach CSEA and Nassau PBA were submitted. Exhibits also included a recent arbitration award for the City of Rochester and Rochester Firefighters; Garden City Firefighters Contract, reports pertaining Consumer Price Index, Public Sector Wages, death and injury reports and heart disease study.

The Panel members assessed the proposals and weighed the above evidence using as criteria for its determination the factors prescribed in Section 209.4 (v) a, b, c, d.

Moreover, the panel also considered those criteria which arbitrators in general normally consider in arbitration matters.

AWARD

Having considered all the proposals brought before the Panel for its determinations as described above, the Panel concludes that the Award below is a just and reasonable determination as required by Section 209.4 of the New York Civil Service Law:

AWARD

1. Duration of Contract - Two years from July 1, 1979 to June 30, 1981.
2. Wage Increase - A) Effective July 1, 1979 an increase of 4% shall be applied to the existing wage structure including longevity awarded herein.
 - B) Effective January 1, 1980 an additional increase of 2% shall be applied to the then existing wage structure including longevity.
 - C) Effective July 1, 1980 there shall be an increase of 4% applied to the then existing wage structure including longevity.
 - D) Effective January 1, 1981 there shall be an increase of 4% to the then existing wage structure including longevity.
3. There shall be an additional fifty dollars (\$50.00) longevity increase after the tenth (10th) year of service and a further additional longevity increase of fifty dollars (\$50.00) after the fifteenth (15th) year of service.
4. The annual meal allowance shall be increased \$1,500.00 to a total of \$5,000.00 to be split equally among the men, retroactive to July 1, 1979.

5. Uniform allowance shall be increased by \$40.00 to \$300.00 per year and the maintenance allowance shall be increased by \$50.00 to \$300.00 per year.
6. The City shall grant pension vested rights (terminal leave and sick leave) for all members after completion of ten years of service on the job.
7. Benefits of Section 208c of the General Municipal Law shall be incorporated into the contract.
8. The funeral allowance shall be increased \$1,000.00 to the sum of \$2,500.00.
9. \$2,700.00 shall be provided to be split among all EMT and AEMT personnel of the Department.

Respectfully submitted

Samuel Ranhand
Samuel Ranhand, Chairman
33-39 - 80th Street
Jackson Heights, N.Y. 11372

Date: Jan. 25, 1980

STATE OF NEW YORK }
COUNTY OF NASSAU }

On the 25th day of January, 1980
before me came Samuel Ranhand,
to me known to be the individual who
executed the foregoing instrument and
acknowledged that he executed same.

Ruth Schimaren
Notary Public

RUTH SCHIMAREN
NOTARY PUBLIC, State of New York
No. 1-139017
Qualified in Nassau County
Commission Expires March 30, 1977 & 1

(Concurring)

Steven Schacter

Steven Schacter, Esq.
Employer Designated Panel Member
Long Beach City Hall
Long Beach, New York 11561
Date: 1/25/80

STATE OF NEW YORK }
COUNTY OF NASSAU }

On the 25th day of January, 1980
before me came Steven Schacter
to me known to be the individual who
executed the foregoing instrument and
acknowledged that he executed same.

Ruth Schimaren
Notary Public

RUTH SCHIMAREN
NOTARY PUBLIC, State of New York
No. 1-139017
Qualified in Nassau County
Commission Expires March 30, 1977 & 1

(Concurring)

Stanley Samuels

Stanley Samuels
Employee Organization Designated
Panel Member
580 E. Pine Street
Long Beach, New York 11561
Date: 1/25/80

STATE OF NEW YORK)
COUNTY OF NASSAU)

On the 25th day of January, 1980
before me came Stanley Samuels
to me known to be the individual who
executed the foregoing instrument and
acknowledged that he executed same.

Ruth Schimaren
Notary Public

RUTH SCHIMAREN
NOTARY PUBLIC, State of New York
No. 1-139017
Qualified in Nassau County

