N.Y.S. PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

In the Matter of Arbitration between

THE CITY OF SARATOGA SPRINGS, NEW YORK

and

THE SARATOGA FIREFIGHTERS' UNION, LOCAL 343, IAFF

OPINION and AWARD

PERB Case #IA-154; M79-470

I. INTRODUCTION

The present proceeding is an Interest Arbitration instituted and conducted pursuant to the provisions of New York Civil Service Law, Section 209.4. The petitioner is the Saratoga Firefighters' Union, Local 343, IAFF, AFL-CIO (hereinafter referred to as the "Employees," the "Firefighters," or the "Union"), and the respondent is the City of Saratoga Springs, New York (hereinafter referred to as the "Employer," the "Administration," "Saratoga Springs," or the "City").

The Firefighters petitioned the Public Employment Relations Board on March 11, 1980, to invoke Interest Arbitration on the basis of its proposals for the renewal

of the Labor Relations Agreement for the period January 1, 1980, to December 31, 1981. The respondent answered the allegations and submitted its proposals to the Public Employment Relations Board on August 27, 1980. Subsequently, amended petitions were filed by the Union on February 10, 1981, with the Employer responding on February 19, 1981. The amended petition incorporated into the issues before the Panel the question of compensation for additional duties assigned to members of the Union working an eight-hour shift and for the claimed impact of performing dispatch duties assigned to regular twenty-four-hour shift Firefighters.

The composition of the originally-designated Public Arbitration Panel was revised to accommodate two personnel changes, one each by the Employer and the Employee organization, and the present Panel which ultimately heard the case, was designated by the Public Employment Relations Board on February 4, 1981. The Panel consisted of the following:

Public Panel Member and Chairman:	Sumner Shapiro 64 Darroch Road Delmar, NY 12054
Employer Panel Member:	Joseph Kelly Thealan Associates, Inc. 15 Computer Drive West Albany, NY 12205
Employee Organization Panel Member:	Frank N. Grasso, Esq. Grasso and Grasso Legal Arts Bldg., 124 Clinton Schenectady, NY 12305

Additionally, the parties, by stipulation and agreement of October 6, 1981, designated the above Panel as a Public Arbitration Panel to render a decision and award to be binding upon the parties with respect to wages and working conditions for the period of January 1, 1982, through December 31, 1982, and in so stipulating, the parties also expressly waived the two-year limitation on the authority of public arbitration panels as set forth in Section 209.4 (c) (vi) of Civil Service Law. The addition of this charge to the original designation of February 4, 1981, places within the Panel the authority and obligation to resolve all impasse items for the three calendar years, 1980, 1981, and 1982, respectively.

The Panel conducted hearings on all items at impasse in the Council Chambers of Saratoga Springs City Hall on May 21, June 3 and June 13, 1981, at which time the parties were afforded full opportunity to present all evidence and testimony in support of their respective cases. The parties elected to submit post-hearing briefs to be postmarked no later than July 10, 1981, and both briefs were timely filed.

Appearances were as follows:

For the Union

Jane K. Finin, Esq., Attorney for Local 343, IAFF, AFL-CIO

Dr. Charles W. deSeve, 17 First St., Troy, New York, Economic Consultant

Mr. Fred Blondin, Firefighter, Saratoga Springs, New York

Mr. Vincent Camarro, Captain, Saratoga Springs Fire Department

Mr. Jack Lanzara, Chief, Saratoga Springs Fire Department

For the Employer

Richard Mullaney, Esq., City Attorney, City of Saratoga Springs, New York

Mr. Lawrence McGourty, Commissioner of Public Safety, City of Saratoga Springs, New York

The positions of the parties and supporting testimony and documentation were explicitly and extensively set forth in the hearings and post-hearing briefs. Such additional technical information as was required relating to the Retirement Pension Program was obtained by the Panel in executive session with the authorization of the parties. A general recounting of these positions and supporting arguments herein would serve no constructive purpose. Rather, the Panel has concentrated succinctly on summarizing the positions of the parties and its opinions upon which formulation of the award was based. Certain economic and monetary issues are dealt with as a class.

II. POSITIONS OF THE PARTIES and PANEL OPINIONS RESPECTING SPECIFIC PROVISIONS

A. Non-Economic Provisions

The Panel has separated the issues into two groups which it has, with some degree of inaccuracy, classified as non-economic and economic issues, respectively. While cost considerations are involved in treating with some of the non-economic provisions, they are peripheral in character. They were not perceived to be of such magnitude as to influence markedly decisions about basic wage and fringe benefits. Items falling in this latter category were grouped with wages and fringes in the economic classification. The Roman numeral designations refer to the similarly numbered articles in the expired Agreement.

1) Definitions

II-(b) The Employer has proposed a change in the definition of "Member" or "Employee," and the Panel has concluded a change is appropriate; however, in the interest of semantic economy and preservation of a familiar format, the Panel has modified the proposal. We believe the language awarded provides a definition which is consistent with reality. The new definition reads as follows:

> "(b) 'Member' or 'Employee' means a person permanently employed in the Fire Department of the City of Saratoga Springs as a Firefighter, excluding the Chief and Assistant Chief."

II-(d) The Employer has proposed a change in the definition of "Calendar Day" or "Calendar Work Day" which, in the Panel's judgment would create inconsistencies in the interpretation of other provisions of the Agreement. The proposal is, therefore, disallowed.

II-(j) The Employer has proposed a change in the existing definition of a "Grievance" consisting of the addition of the last line, shown underlined in the quote below.

> "(j) 'Grievance' shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering working conditions applicable to the members of the Department and shall include all the provisions of the Agreement as well as those provisions contained in the 'Rules & Regulations' of the Fire Department (Red Book), as from time to time amended by the Commissioner of Public Safety."

In the Panel's judgment, this proposal constitutes an effort partially to define the statutory powers of the Commissioner without serving to clarify the pre-existing definition. The proposed caveat, if adopted, would be extraneous to the definition of a grievance and the proposal is, therefore, disallowed.

2) Recognition of the Union

III The Employer has proposed modification of the Recognition Clause to specify that the Agreement shall,

in effect, apply to Employees "as Employees are defined in this Agreement." It is the Panel's judgment that the term "Employee" is defined in Article II-(b) and that the Agreement clearly could apply to no other group of employees, and that addition of the proposed clause would serve no constructive purpose. The proposal is, therefore, disallowed.

3) Grievance Procedure

VI-(a) The Employer's proposed revision in VI-(a), again consisting of addition of the clause,"as Employees are defined in this Agreement," was disallowed on the same basis as previously.

4) Mutual Aid

VII-(d) The Employer has proposed the elimination of Article VII-(d), Mutual Aid. The former Agreement, in effect, prohibited the Employer from utilizing personnel available through mutual aid calls to the exclusion of its own Firefighters. The Employer notes it does not have certain equipment which Mutual Aid Fire Companies can provide. At a major fire, for example, it would require outside pumpers. Moreover, the Employer notes if it enjoyed the option of calling Mutual Aid after its own second shift had been called, it would probably realize savings of about $8,000/annum. While the Panel is inclined to favor provisions which would improve productivity, it

is unable to do so on the basis of the record in this case. The testimony persuades us the proposed plan involves questions of safety and efficacy of command which have not been sufficiently explored, and about which the Panel's knowledge is most limited. The implications of this proposal are very significant and we are reluctant to adopt a procedure absent assurances it does not exacerbate perils. Consequently, the Employer's petition respecting this issue is denied.

5) Hours of Employment, Vacations, Sick Leave, Leaves of Absence, etc.

VIII-1 The former clause stated:

> "1. The basic work week for all members of the Department shall be forty (40) hours. In view of the requirement that the City be protected twenty-four (24) hours per day, seven (7) days per week, the Department shall schedule assignments and tours of duty to provide maximum coverage with a minimum of inconvenience to personnel. A schedule of duty tours is attached to this agreement and made a part thereof."

The Employer has proposed deletion of the phrase stating, "with a minimum of inconvenience to personnel," and the entire final sentence calling for specification of duty tours. The proposal, as presented, in the Panel's view, creates the impression the Employer is unconcerned about inconvenience to personnel which is hopefully and very probably contrary to fact. We believe deletion of this provision, in light of its long history of inclusion,

would have a deleterious effect upon the collective bargaining relationship without contributing to efficiency or managerial flexibility. With respect to duty tours, it is impossible that the Department personnel could be reporting as expected without some kind of formal notification of their respective tour schedules, and the Panel is unable to infer from the record any advantage which would flow from the elimination of this requirement. The Employer's proposal respecting this provision is, therefore, disallowed.

6) "Kelly" Days

VIII-1-(b) The Union has petitioned for inclusion of the extra days leave provision, known as Kelly Days, in the Agreement. Section 1015 of the Unconsolidated Laws of New York State mandates a forty (40) hour week for Firefighters. The twenty-four (24) hour on, seventy-two (72) hour off, schedule, if applied without modification, results in an average work week in excess of forty (40) hours. Consequently, added days off, referred to as "Kelly Days" are scheduled on an individual basis in order to reduce the average work week to forty (40) hours. This practice is followed in Saratoga Springs, but has not been a contractual obligation. The Panel believes the first line of administration and control of working conditions should be the Collective Bargaining Agreement, and it has

heard no argument to the contrary. Consequently, the Award will provide for continuation of the granting of "Kelly Days" as a condition of contract.

7) Vacation

VIII-3-b The Employer has proposed a clause which states as follows:

> "Vacation time shall be earned for work actually performed. Vacation days will not be earned on sick leave, vacation, disability, or any other days not actually worked."

The implementation of this provision would involve relating each year's vacation to the prior year's work history. The adoption of such a procedure would require a more thorough revision of the vacation provisions of the Agreement than is proposed by the Employer. Moreover, these changes would generate certain questions of legality which the Panel is not competent to resolve. Consequently, this proposal is disallowed.

VIII-3-c The Employer has proposed fairly sweeping changes in the vacation day allocations which would alter the basis upon which length of service is calculated for vacation eligibility and, further, would reduce the length of vacation received. The Panel finds the rationale advanced by the Employer to be unpersuasive for the most part. It is, however, sympathetic to the view that it is equitable to provide new recruits with shorter

vacations initially, allowing them to advance to the full vacation schedule on a progressive basis. The Panel will, therefore, award the following vacation schedule with the length of service being calculated as of January 1 of each calendar year.

One full year of service	7 consecutive days
Two full years of service	14 consecutive days
Three full years of service	21 consecutive days
Persons with less than one full year of service	Awarded days off, or compensation therefor, at straight time, on a pro rata basis.

8) Personal Leave

VIII-4 Both Employer and Employees have proposed changes in the bereavement pay provisions in the personal leave section of the Agreement. The Panel believes the objectives and interests of the parties will be served by inclusion of the following provision:

> "In addition, any member of the Department working a twenty-four (24) hour shift shall be granted a maximum of twenty-four (24) consecutive work hours with pay due to a death in the member's immediate family. Any member working an eight (8) hour shift shall be granted a maximum of three (3) consecutive days off with pay due to a death in his immediate family. The term "immediate family" shall mean spouse, natural - foster - or step-parents or child, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or any relative residing in the Employee's household."

8) Leaves of Absence for Union Representatives

VIII-6 The Employer has proposed a revision in the Leaves of Absence for Union Representatives which would, in effect, reduce the number of Employees permitted compensated lost time to participate in certain such activities from five (5) to two (2). The record develops no rationale for this proposal and the Panel will, therefore, disallow same.

9) Seniority

X-2 The Employer has proposed a change in the reasons for which an Employee shall forfeit seniority rights. The first aspect of this change is geometric with the enumerated reasons being arranged in tabular (rather than sequential) form. The substantive change is in two of these provisions, specifically Nos. 3 and 6. No. 3 formerly stated:

> "He retires on regular service retirement."
>
> The proposed change would state merely:
>
> "He retires."

The Panel believes this proposal tidies up the language without altering conditions and it, therefore, supports the change.

The revised provision 6 would remove a caveat which would make loss of seniority right upon expiration of unauthorized leaves of absence absolute.

The expiring Agreement provided that this would be the case only if it occurred without the individual giving a reasonable excuse in advance of the expiration date to the Department of Public Safety. One may envision numerous circumstances under which a gross inequity could be perpetrated absent the caveat which the City seeks to remove. For example, a person on leave might visit a foreign country and be held as a political prisoner past the date of expiration. Retention of the caveat, on the other hand, in no way precludes deprivation of seniority where a reasonable excuse is not advanced. Consequently, the Panel believes the provision should be retained in the new Agreement.

10) Professional Training and Improvement Courses

XI-3 - Optional Courses. The Employer is seeking more specificity and limitations on the costs it will be obligated to reimburse. While the language proposed does not convey the intent accurately, the Panel believes the objective sought to be reasonable and will award the following language:

> "Optional Courses: Any Firefighter attending an optional course related to the furtherance of his proficiency as a Firefighter, with Departmental approval, shall upon successful completion thereof and upon presentation of evidence of such completion be reimbursed by the City for the cost of tuition, books, supplies and fees."

11) Miscellaneous Provisions

XIII-3 The City is proposing to alter the language which now specifies that it will provide each Employee a handbook containing the rules and regulations of the Department to read that it will provide the Employee with a copy of a handbook. The Panel will adopt this provision.

XIII-4 The City is seeking to delete this provision which provides that no permanent member of the Department may be replaced by a volunteer and, further, that the City will not employ the services of volunteers to replace permanent Employees on Leaves of Absence, ill or on the disabled list - even temporarily. In the Panel's view, the Employer has provided no evidence of the efficiency or propriety of such an arrangement. More importantly, it is seeking to implement, through collective bargaining, approval of the use of volunteers. The Panel does not perceive of itself as being competent to make judgments about the safety, proficiency and propriety of these arrangements, nor does it fall within the purview of Interest Arbitration to treat with problems of the composition of bargaining units. The proposal is, therefore, disallowed.

XIII-5 This clause relates to specifications for safety equipment and accessories with the determination

of requirements currently being determined by the Chief and/or the Commissioner of Public Safety. The Employer's proposal would leave the determination solely to the Commissioner of Public Safety. In the Panel's view, the proposed language change would not alter the fact that what is involved here is the fixing of responsibility for making executive decisions. Such questions fall without the purview of collective bargaining agreements. The existing language recognizes that decisions may be made by the Chief or by the Commissioner of Public Safety, or by both cooperatively. The Employer's proposal seeks to involve the Panel in a non-contractual matter as the Panel is not knowledgeable about safety requirements or the kind of executive decisions involved in the acquisition and maintenance of equipment to insure efficiency and safety - and there is nothing in the record to guide the Panel. The proposal advanced is, therefore, disallowed.

XIII-6 The proposal relates to the time allowed Platoon Commanders to react to a Safety Committee person's view that the use of certain equipment constitutes a danger and for the Chief, in turn, to react if the Platoon Commander does not concur with the Safety Committee and refers the matter to him.

The former Agreement provided that the Platoon Commander must notify the Safety Committee of a decision

not to act within twelve (12) hours after being advised of a condition, in which event the matter would be placed before the Chief who would similarly be allowed twelve (12) hours in which to review the matter and advise the committee. If the Chief does not concur with the committee within twelve (12) hours, the Union may bring the dispute before the Commissioner of Public Safety.

The Panel understands the Platoon Commander to work the standard twenty-four (24) hour tour. Consequently, if he were not to act within the time parameters of his shift, he would be unable to do so for seventy-two (72) additional hours thereafter. Consequently, the Panel believes the twelve (12) hour limitation on the Platoon Commander's response time should be retained. In the matter of the Chief, however, a regular daily work schedule is involved, and the Panel believes a two-working-day period to be reasonable.

The final sentence of Article XIII-6 in the expiring Agreement reads as follows:

> "Rejection by the Commissioner will justify invocation of the arbitration procedure provided in Article VI of this agreement."

In the Panel's view, this requirement may constitute a violation of the principle of separation of church and state and, in any event, believes it imposes

an unassumable burden on arbitrators. Consequently, the award will alter the language to read:

> "Rejection by the Commissioner will permit commencement of the arbitration procedure provided in Article VI of this agreement."

XIII-13 The Employer has requested revision of language which binds the Union, its officers, members, agents and principals not to engage in encouraging, sanctioning, or suggesting strikes, slowdowns, lockouts, mass resignation, mass absenteeism, or other similar action which will invoke suspension or an interference with normal work performance. The Employer has proposed the terms "mass resignations and mass absenteeism" be altered to read merely "resignations and absenteeism." Upon review and consideration, the Panel concluded that circumstances might arise in which it might be incumbent upon the Union to counsel resignation to an individual. We, therefore, hold that the term, "mass resignation," should be retained. Absenteeism, as the Panel defines it, constitutes intentionally absenting oneself from work without good cause, and the Panel agrees that the Union and those affiliated with it should not encourage or abet such action on either a mass or individual basis. The Panel will, therefore, alter the provision to read "absenteeism" as proposed by the Employer.

XIII-14 The Employer has proposed inclusion of a clause

which would empower the Commissioner of Public Safety to establish light duty job descriptions for all Firefighters who are unable to perform full duties and who are assigned to limited duty. The Panel has agreed upon inclusion of the following language:

> "The Commissioner of Public Safety may establish light duty job descriptions, provided that he shall confer with the Union prior to formalizing the descriptions, and provided further that the job content shall be consistent with the other terms of this agreement and applicable statutes."

XIII-15 The Employer has proposed a contractual provision binding the City to establish a list of substitute Firefighters and specifying that a training program will be established for such substitutes. In the Panel's view, this is not properly a provision for inclusion in the Agreement since such substitutes would not be members of the bargaining unit, and the Commissioner is vested with powers over such matters by statute.

XIII-16 The Employer has requested a provision which would state as follows:

> "All hours worked by any employee in excess of forty (40) hours per week will be paid at a straight time rate."

The inclusion of this provision as proposed would be inconsistent with the established philosophy covering compensation for Firefighters since their work schedules only average out to forty (40) hours per week -

and may exceed forty (40) in any given week. The proposal, as advanced, would appear to entitle the Firefighters to additional pay for weeks during which two twenty-four (24) hour tours were worked. In the Panel's view, the interest of the parties would be ill served by the inclusion of this proposal. Existing practice respecting positions on which people worked conventional eight (8) hour shifts is well established, and no further contract revisions relating thereto appear warranted.

B. Economic Provisions

Each of the parties submitted demands and proposals relating to monetary issues. The Panel reviewed each of these proposals on its individual merits but, in deference to its mandate to accord full weight to ability to pay, considered the items on an inter-related basis. The large number of issues involved and the internal alternatives within each issue provide a number of alternative possible solutions approaching the infinite. In the process of reducing these to a workable number, the Panel, in its executive sessions, was compelled to agree upon a hierarchy of priorities, which procedure is implicit in the structuring of the Panel as provided by law. Rejection or adoption of a particular proposal

can only be evaluated in the context of the monetary package as a whole. In developing this package, the Panel has been guided by the evidence of prevailing practice in comparable communities with comparability evaluated on the basis of size, geographical location and economic well-being. The specific proposals grouped in the monetary package were as follows:[1/]

VII	Rank Differentials (ff)
VII	Longevity Allowances (ff)
VII-(a)	Wages (e) (ff)
VII-(c)	Overtime and Call-Back (e) (ff)
VII-(e)	Clothing Allowance (ff)
VII-(f)	Retirement and Pensions (ff)
Appendix A	Cost of Living Adjustment Proposal (ff)
VII-(g)	Holiday Pay (e) (ff)
VIII-2	Sick Leave (e) (ff)
VIII-3	Vacations (ff)
IX-2	Hospitalization and Medical Insurance (e) (ff)
IX-3	Dental & Prescription Plan (ff)
IX-4	Life Insurance (formerly IX-3) (ff)
XIII-6-a	Minimum Staffing Proposal (ff)

[1/] (e) designates an Employer proposal, while (ff) indicates a Firefighter proposal.

Dispatch Work and Additional Duties of Eight (8) Hour Men (ff)[2/]

The Panel has attempted to balance inferred inequities in Saratoga Springs vis-a-vis practice in comparable jurisdictions against the added financial burden to be borne by the Employer at this single point in time.

The Union addressed the question of ability to pay in two exhibits, Union Exhibit VI and Union Exhibit VII, respectively, which were further buttressed by the testimony of its expert witness, Dr. deSeve. His testimony was to the effect that property taxes in the City had been virtually stable and at a modest level for a decade and that the City was able to finance capital projects out of current revenues without resort to long-term borrowing. It was further shown that the City's actually-assessed values have risen at a much lower rate than their actual full values over the last decade, and that assessed values in 1970 dollars have actually fallen. It was further shown that the City of Saratoga Springs levies low full-value tax on real property relative to other referenced communities

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[2/] By stipulation, the parties agreed to submit to the Panel for disposition in the present proceeding the question of compensation for "eight (8) hour men" and persons performing dispatch duties, dealt with in Case No. U-4908 before the Public Employment Relations Board. The parties filed amended petitions empowering the Panel to incorporate these issues in the present proceeding. The Panel, in reviewing these issues, included them among the monetary issues enumerated above.

and that, to some degree, this comparatively attractive position for the taxpayer prevails also when total rate is considered. A similar relationship was shown for residential property only. Saratoga Springs was shown to have reduced its debt from about 2.7% of full value in 1971 to less than 0.2% in 1979.

Union Exhibit VI showed the population growth, employment growth, changes in personal income, business activity index and similar statistical indicators to be relatively robust for the immediate area and upstate New York generally. The Employer is in essential agreement with these facts, but argues that these fruits of prudent management should not cause the City to be penalized for the effectiveness of its operations. The Panel concurs with the Employer's view, holding that the standards of prudence which are said to characterize the management of the jurisdiction in general should be no less applicable to its public safety operations. However, the Panel is charged to be governed by ability to pay, irrespective of whose financial legerdemain or bobbles are creditable or culpable in the circumstances prevailing. Employees invariably share, to some degree, the vicissitudes of their Employer and it is unarguably apparent that Saratoga Springs Firefighters do enjoy a greater measure of good fortune than do many of their colleagues elsewhere.

While the record contains a substantial volume of data relating to prevailing practice, we find the most complete and succinct presentation in Union Exhibit VIII. Essentially, this exhibit shows Firefighter compensation in the Saratoga Springs jurisdiction to have correlated fairly well with changes in the Consumer Price Index over the past decade. In very recent periods, it has fallen behind but this discrepancy is largely attributable to the delay in concluding the negotiations covering the periods with which we are here concerned. These data also indicate an apparent long-standing disadvantage borne by Saratoga Springs Firefighters relative to other jurisdictions as the years of service increased. This widening discrepancy was found to be attributable in large measure to the absence of longevity increments in the Saratoga Springs salary structure. In examining and analyzing this exhibit (Union Exhibit VIII, page 14), we find jurisdictions near the top of the list in the hierarchy of total 20-year earnings to be distinguishable from Saratoga Springs. The first two, Tonawanda and Batavia, for example, are heavily industrialized jurisdictions. The third highest, Middletown, borders on the downstate Metropolitan region. In the case of Batavia, in particular, it is instructional to note that its city rate on full value was only about $2.00 per thousand in 1979 (Union

Exhibit VII, page 5). However, in further extrapolating the data in this exhibit by including the salary data shown in Union Exhibit XV, the percentages were not materially altered.[3/]

The compensation structure developed by the Panel will place Saratoga in the upper third of the corrected Union grouping, and the upper quartile of the extrapolated grouping when the full longevity increment structure is applied to the last column shown on page 14, Union Exhibit XIV, for the 1980 period upon which this comparison was based. In consideration of other benefits provided and the costs thereof, the Panel adjudged the salary and longevity increments awarded to provide equitable salaries relative to prevailing practice.

The compensation structure shown in Union Exhibit VIII, as well as in other corroborative exhibits submitted by the parties and upon which the Panel relied, apply only to questions of direct wage and longevity comparisons. The Firefighters' proposals request conversion of the present contributory pension program to a non-contributory program. This was the subject of independent evaluation targeted at defining comparable practice which the parties authorized the Panel to conduct. Identifying

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[3/]This extrapolation added 13 other jurisdictions as follows: Canandaigua, Cohoes, Corning, Cortland, Watertown, Poughkeepsie, Olean, Newburgh, Elmira, Endicott, Jamestown, Johnson City, Gloversville.

comparable practice in this area posed little challenge to the Panel as it was determined that Saratoga Springs is the last and only city in the State of New York to require contributions toward pension funding by its Firefighters. The conclusion that non-contributory plans constitute comparable practice is inescapable and, in the absence of supervening financial hardships, the Panel is constrained to hold that a non-contributory retirement pension program option should be adopted. While this will be a new benefit in Saratoga Springs, involving a sizable economic commitment, it is nonetheless one which is indicated to be overdue. Moreover, the Panel has factored into its determinations respecting salaries, longevity increments and all economic issues the cost of adopting the non-contributory retirement pension program on behalf of the Firefighters. In further deference to the undeniable fact that the burden of meeting the conditions of the Award must be assumed by the Employer, irrespective of the fact that its adoption at this point in time is hardly premature, we have deferred implementation until April 1, 1982. Implementation on this date will defer the first payment well into 1984, though some advance payment will be due in late 1982. The cost of the advance payment will be partially offset by interest accruals on the 1980-81 retroactive salary

adjustments which become payable upon issuance of this Award.

Rank Differentials

The Firefighters have proposed salaries for promotional rank positions be determined on the basis of rank differential with the increment between ranks being $1500/annum. The Panel has reviewed the record as it relates to the practice in other jurisdictions, as evidenced by their respective salary structures. We find the proposal to be essentially consistent with practice in a number of other comparable jurisdictions and, on the basis of this finding, will adopt the proposal as offered for the year commencing January 1, 1980. Table I, Salary Structure, appearing in the Award section of this document, incorporates adoption of the $1500 rank differential.

III. AWARD

The Panel, having considered all issues at impasse and all arguments, evidence, exhibits, and other relevant information, awards as follows:

A. Salaries

The salary structure awarded by the Panel is set forth in Table I which follows.

TABLE I

SALARY STRUCTURE

Position	Effective Date Jan. 1, 1980	Jan. 1, 1981	Jan. 1, 1982
Captain	$17,533	$18,405	$19,544
Lieutenant	16,033	16,905	18,044
Firefighter (top pay)	14,533	15,405	16,544
3rd Increment	14,015	14,856	15,955
2nd Increment	13,455	14,262	15,317
1st Increment	12,916	13,691	14,704
Starting Salary	12,378	13,121	14,092

B. Longevity

The Longevity Schedule awarded by the Panel is set forth in Table II, below.

TABLE II

LONGEVITY SCHEDULES

Years of Service Completed	Longevity Increment Added - $/Annum	Total Longevity Increment - $/Annum
Effective January 1, 1980		
5 (Five)	$125	$125
10 (Ten)	125	250
15 (Fifteen)	125	375
19 (Nineteen)	125	500
Effective January 1, 1981		
5 (Five)	$250	$ 250
10 (Ten)	250	500
15 (Fifteen)	250	750
19 (Nineteen)	250	1,000

C. Retirement Pension Program

Effective April 1, 1982, the Employer shall convert the present contributory retirement plan to a non-contributory basis in accordance with applicable law and the Rules and Regulations of the Policemen's and Firemen's Retirement System.

D. Contract Article II - Definitions

(b) The language adopted in this provision shall read as follows:

> "(b) 'Member' or 'Employee' means a person permanently employed in the Fire Department of the City of Saratoga Springs as a Firefighter, excluding the Chief and Assistant Chief."

E. Article VIII - Hours of Employment, Vacations, Sick Leave, Leaves of Absence, etc.

1. Effective January 1, 1981, Paragraph 1 of the former Agreement shall be redesignated Paragraph 1.(a), and a Paragraph 1.(b) shall be incorporated into the Agreement. This provision shall read as follows:

> "1. (b) Since the schedule of tours of duty requires working approximately forty-eight (48) hours per week, it is necessary that extra days leave be allowed throughout the year (Kelly Days) to reduce the average to forty (40) hours per week as required by Section 1015, Unconsolidated Laws, State of New York. Such 'Kelly Days' must be taken within three (3) months from the date scheduled and if not so taken, will be converted to cash and paid for by separate check at the Employee's regular hourly rate."

3.c Vacations

Effective January 1, 1982, for new recruits, the vacation schedule shall be as follows:

Less than one full year of service	Days off, or compensation at straight time, to be calculated by multiplying days of service, i.e., days on payroll, by .019 to determine days of entitlement

One (1) full year of service	Seven (7) consecutive days
Two (2) full years of service	Fourteen (14) consecutive days
Three (3) full years of service	Twenty-one (21) consecutive days

4. Bereavement Pay

Effective January 1, 1982, this provision shall state as follows:

> "In addition, any member of the Department working a twenty-four (24) hour shift shall be granted a maximum of twenty-four (24) consecutive work hours with pay due to a death in the member's immediate family. Any member working an eigh (8) hour shift shall be granted a maximum of three (3) consecutive days off with pay due to a death in his immediate family. The term 'immediate family' shall mean spouse, natural, foster or step-parents or child, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or any relative residing in the Employee's household."

F. Article X - Seniority

Effective January 1, 1982, point No. 3, which formerly read:

> "He retires on regular service retirement."

...shall be altered to read:

> "He retires."

G. Article XI

3. Optional Courses

Effective January 1, 1982, the contract shall

state as follows:

> "3. Optional Courses
>
> Any Firefighter attending an optional course related to the furtherance of his proficiency as a Firefighter, with Department approval, shall upon successful completion thereof and upon presentation of evidence of such completion be reimbursed by the City for the cost of tuition, books, supplies and fees."

H. Article XIII - Miscellaneous Provisions

3. Effective January 1, 1982, Article XIII-3 shall be altered to state that the Employer will provide the Employee with a copy of a handbook.

6. This article, in the expiring contract, stated in part:

> "If the Chief agrees with the platoon commander, he must so advise the committee within twelve (12) hours, and the Union may then present the dispute to the Commissioner of Public Safety. Rejection by the Commissioner will justify invocation of the arbitration procedure provided in Article VI of this agreement."

The Panel awards for inclusion in the new Agreement commencing January 1, 1980, as follows:

> "If the Chief agrees with the platoon commander, he must so advise the committee within two (2) working days and the Union may then present the dispute to the Commissioner of Public Safety. Rejection by the Commissioner will permit commencement of the arbitration procedure provided in Article VI of this agreement."

13. Effective January 1, 1982, this provision of the Agreement shall be altered by striking the term, "mass," from the phrase, "mass absenteeism," retaining merely the term, "absenteeism."

14. Effective January 1, 1982, this provision shall state as follows:

> "The Commissioner of Public Safety may establish light duty job descriptions, provided that he shall confer with the Union prior to formalizing the descriptions, and provided further that the job content shall be consistent with the other terms of this agreement and applicable statutes."

This Award is constituted of all findings of the Panel respecting revisions to be effected in the expired Agreement, and all new provisions to be incorporated into the new Agreement covering retroactively the 1980-81 calendar years and the year commencing January 1, 1982 to December 31, 1982.

Respectfully submitted,

Sumner Shapiro, Chairman
and Public Member
Date: Oct 23, 1981

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

Sworn to before me this 23rd day of October, 1981.

Notary Public

ALFRED T. RICCIO
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MONTGOMERY CO. #4505454
MY COMMISSION EXPIRES MARCH 30, 1983

CONCURRING: Joseph T. Kelly
Joseph Kelly
Employer-designated Member
Date: 10-23-81

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

Sworn to before me this ~~23~~ 23rd day
of October, 1981

Alfred T. Riccio
Notary Public

ALFRED T. RICCIO
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MONTGOMERY CO. #4506454
MY COMMISSION EXPIRES MARCH 30, 1983

CONCURRING: Frank N. Grasso
Frank N. Grasso, Esq.
Employee Organization-designated Member
Date: 10/22/81

STATE OF NEW YORK)
) ss.:
COUNTY OF ~~SCHENECTADY~~ Albany)

Sworn to before me this 22nd day
of October, 1981.

~~Sworn to before me this ___ day of _____, 1981~~

Michael D. Malinoski
Notary Public

MICHAEL D. MALINOSKI
Notary Public, State of New York
No. 4657133
Qualified in Albany County
My Commission Expires March 30, 1983