
In the matter of X
 X
 X
 The City of Cohoes, New York X
 X
 and X
 X
 Uniform Firefighters of Cohoes X
 Local #2562, IAFF X
 X

Case # PERB 1A80-44
M80-517

STATE PUBLIC EMPLOYEES
RELATIONS BOARD
RECEIVED

OCT 26 1981

REVISED AWARD

Item #5 Part B

The Union proposed the addition of one Kelly Day to be rotated annually among the platoons. The Panel erred in its assumption that the Union proposal had been agreed to by the City. Consequently the award failed to set forth a panel decision on Item #5 Part B.

The panel now awards as follows:

A fifth Kelly Day shall be granted and rotated among the platoons

Explanation

The cost of this item is negligible since it is compensation for overtime worked. Moreover, it is one additional Kelly Day rotated among the platoons so that firemen will benefit from the extra day once every four years. The purpose of the proposal is to even out the number of Kelly Days which currently are unevenly allocated because of the nature of the shifts.

J. Richard William
J. Richard William, Employer Member

Celestine Kelly, Union Member

NEW YORK STATE }
TOMPKINS COUNTY } ss:

John W. McConnell
John W. McConnell, Public Member

Sworn to before me by JOHN
W. McCONNELL this 11TH day
of September, 1981

Marilyn E. Ough

MARILYN E. OUGH
Notary Public, State Of New York
No. 470959
Qualified in Tompkins County
Term Expires March 30, 1982

STATE OF NEW YORK

COUNTY OF ALBANY

On this 16th day of September, 1981, before me, the
subscriber, personally appeared J. Richard Williams, to me
personally known and known to me to be the same person described in and
who executed the within Instrument, and he acknowledged to me that he
executed the same.

Ellen J. Moreton
NOTARY PUBLIC

ELLEN J. MORETON
Notary Public, State of New York
Qualified in Saratoga County
No. 472680E
Commission Expires March 30, 1982

In the matter of
The City of Cohoes, New York
and
Uniform Firefighters of Cohoes
Local #2562, IAFF

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NEW YORK STATE }
TOMPKINS COUNTY } SS:

Sworn to before me by JOHN
W. McCONNELL this 11TH day
of September, 1981

Marilyn E. Ough

MARILYN E. OUGH
Notary Public, State Of New York
No. 4670969
Qualified in Tompkins County
Term Expires March 30, 1982

.....
In the matter of the Interest Arbitration
between
The City of Cohoes, New York
and the
Uniform Firefighters of Cohoes, New York
Local #2562, IAFF
.....

RECEIVED
JUL 7 - 1981
Case # PERB 1A80-44
M80-517

The City of Cohoes, New York, and the Uniform Firefighters of Cohoes, Local #2562 IAFF, having reached impasse in their negotiations for a new agreement successor to the 1977-1979 agreement between the parties, the Uniform Firefighters of Cohoes (Union) petitioned the New York State Public Employment Relations Board for Compulsory Interest Arbitration setting forth sixteen issues upon which no agreement had been reached. (Petition dated February 10, 1981) The City of Cohoes (City) responded to this petition on or about March 1, 1981, indicating that the parties had reached agreement on contract duration (two years, January 1, 1981 to December 31, 1982) but a City demand for a change in shift schedule remained in dispute. A brief statement of the reasons for the City opposition to other Union demands, based largely on the City's inability to pay, was given in the response.

In accordance with Section 209.4 of the Civil Service Law of the State of New York, PERB appointed a compulsory interest arbitration panel consisting of the following arbitrators to hear the parties and make a decision with respect to the items at impasse.

- | | |
|---------------------------|----------------------------|
| J. Richard Williams, Esq. | Employer Panel Member |
| Mr. Celestine Kelly | Union Panel Member |
| John W. McConnell | Public Member and Chairman |

A hearing on the above matter was held in the City Hall, Cohoes, on

May 4, 1981. The Union was represented by James Keefe, Secretary, Local 2562 IAFF. Counsel for the City was Jean Mary Reinhardt, Corporation Counsel for the City. Both parties were given ample opportunity to submit evidence, question witnesses and make argument. A transcript of the proceedings was made. The Union submitted a short post-hearing memorandum. Both parties made oral summations at the conclusion of the hearing.

The panel met in executive session in Albany on June 2, 1981. We were informed at that time that the City had withdrawn its demand for a revision of shift schedules, and that agreement had been reached on two items, namely, Item 14, duty assignment bid to be determined by seniority, and Item 16, vacation time selection and timing of vacation pay.

After careful consideration of the evidence and argument with respect to each demand of the Union, the panel reached unanimous agreement with respect to an award on each of the remaining issues. In reaching its decisions on the issues in dispute, the panel gave due consideration to the criteria set forth in Section 209.4(V) of the Civil Service Law.

The Facts, Evidence, Arguments and Panel Reasoning
with Respect to Items in Dispute

Item #1 Contract Duration. A two year contract January 1, 1981 to December 31, 1982 has been agreed upon by the parties.

Item #2 Wage Change The Union demanded a 15% increase the first year of the agreement and 10% increase the second year with a cost-of-living adjustment.

The Union urges approval of the Union demand based upon the following:*

1) The Union voluntarily gave up monetary benefits in 1976 because the City was in financial difficulty. Despite a wage re-opener clause, no wage increase was demanded. A negotiated increase in retirement benefits, longevity payments, overtime, clothing allowance, holiday pay, insurance and ambulance pay were waived. Total monetary benefits waived by the Firefighters amounted to a loss of \$132,384. No other organized group

* Exhibits presented by the Union were incorporated in a comprehensive statement of the Union position submitted at the hearing and identified as UN. EX. #1

in the City accepted such waivers. (See January 29, 1976 Agreement)

2) Since 1976 wage increases for Firefighters have consistently fallen below increases in the cost-of-living. Hence, exclusive of 1981, Firefighters have lost 17.1% of their purchasing power. Cost-of-living is expected to rise 11.2% in 1981. (See data submitted by Fennel Associates in the Firefighters' pre-hearing brief based upon estimates of numerous projections by well known sources) Absent a 15% increase in 1981, Cohoes Firefighters would fall even farther behind the cost-of-living.

3) Other City employees have received increases in 1981 averaging $22\frac{1}{2}\%$.

4) The salary schedule of Cohoes Firefighters is substantially lower than both salary paid by similar sized communities throughout the State and salary schedules of Firefighters in communities surrounding Cohoes. (Wage Graph) In addition, wages paid in the private sector by firms in the Cohoes area show that Firefighters' salaries are substantially below these private sector wages. (Schedule submitted)

5) While acknowledging the serious financial crisis facing the City, the Union contends that funds are available to fund the Union's salary demand and other monetary demands. The Union notes: the City has increased taxes, allocated Federal Revenue Funds to City debt reduction and cut items of the budget so that indebtedness will be paid off. The Union argues that the 1981 City budget covers the reduction in the 1980 deficit and provides for 1981 expenditures without calculating receipt of State Revenue Sharing which will amount to \$400,000. Since the total money package in the Union's demands is only \$281,651 (\$97,769 for salary improvement) the City has funds to meet the Union demands for salary adjustment as well as other benefits demanded. (See Union closing statement and post-hearing memorandum)

The City opposes any salary increase or cost-incurring fringe benefit increase because the City is in a dire financial position due to a decline in anticipated revenues in 1980 and over expenditures in general city services plus a decline in revenues and over expenditures in sewer and water services. Thus the City experienced a general fund deficit for the year of \$963,000. (Trans. p. 164 ff and 1981 Budget City of Cohoes, City Ex. #6) In addition, water and sewer funds show deficits of \$152,650 and \$151,931 respectively. The 1981 budget has incorporated the 1980 deficits. There is nothing available for salary or fringe benefit increases. The City also argues that, under the New York State Constitution, taxing power is limited to 2% of full property valuation. In the case of Cohoes, including the 1981 tax increase, the City is within 86% or \$335,167 of its taxing capacity. The City bonded indebtedness is 52% of the Constitutional debt limit. (City Ex. #4) In addition, \$210,000 in federal revenue sharing which traditionally has been allocated to the payment of some part of policemen and firemen salaries has been reallocated in 1981 to the elimination of the 1980 general fund deficit.

The City also submits firemen's salaries in other nearby communities to indicate that Cohoes 1980 Firemen's salaries are at acceptable levels. (City Ex. #5)

Panel Analysis and Award A careful examination by the panel of wage data submitted by the parties and information on firemen's salaries and 1980-81 salary adjustments furnished by PERB leads to the conclusion that the salaries paid to Cohoes Firemen are unusually low. The 1980 average top of the range cited by the City for six neighboring cities (City Ex. #5) shows only one city below Cohoes (Glens Falls) and on the average the Cohoes Firefighters' salary is \$1667 below the average of the other cities. PERB information (April and December 1980 and April 1981 Reports of Salaries for Firefighting Personnel) shows Cohoes Firefighter salaries are lower than the 1980 and/or 1981 salaries in all but six other cities in the State (Geneva, Glens Falls, Gloversville, Oneida, Rensselaer and Salamanca) In villages and fire districts only Endicott, Ilion, Malone and Baldwin appear to have a lower pay scale for firemen than Cohoes.

There is no dispute that the City is in a serious financial bind. This difficulty appears to be temporary for 1981. On a longer range basis the City's finances appear no worse than any of its counterparts throughout the State. There is little insight to be gained by an attempt to assign blame for the City's immediate financial plight, but the Panel is persuaded that the City's employees should not have to bear the full burden of paying off a deficit. The evidence indicates that the Firefighters did assume more than their share in meeting the City's financial problems of 1976 (See Firefighter and City Agreement of 1976). Fire Department salaries are currently about \$800 below Cohoes Police Department (1981) salaries for comparable grades reflecting a previously negotiated 6% salary increase for 1981. (1981 Budget pp. 16-20. City Ex. #6) Information received from PERB at the time of our executive session showed that in recently negotiated and arbitrated two year contracts, Firefighter salary increases averaged 8.0% the first year and 7.2% the second year, the lower figure in 1982 resulting from a low settlement in the City of Buffalo. (PERB Firefighters Salary Increases in 1981 and 1982. May 5, 1981)

The Union argues in its post-hearing memorandum that actual 1981 revenues will exceed budgeted 1981 revenues by several hundred thousand dollars. The principal item in this revenue calculation is state aid. The City has budgeted nothing for this item. The Union claims that \$400,000 will be received. We are not in possession of sufficient information to judge the accuracy of the Union's estimate. We do believe, however, there is enough flexibility in the City's revenues and expenditures to accommodate a modest increase in Firefighter salaries. We believe, further, that the City has an obligation to set its financial house in order during 1981. In 1982, then, a salary adjustment which will bring salaries of Cohoes Firefighters more in line with those of area cities and comparable cities elsewhere should be paid. With respect to costs, the 1981 salary adjustment would amount to 6% overall or about \$45,000. Of course, 31% additional in fringe benefit costs to the City must be added giving a total cost of the 1981 salary adjustment as \$59,500. In 1982 the overall increase of 9% (6% in January 1982 and 6% in July 1982) would cost about \$70,000 and if 31% were added for fringe benefits, the total cost would be about \$90,000.

Award The salary schedule for the Fire Department shall be increased as follows:

January 1, 1981-----4%
 July 1, 1981-----4%

January 1, 1982-----6%
 July 1, 1982-----6%

Item #3 Increase in Longevity Payments. Currently the Firefighters receive the following longevity allowances

After 5 years of service----- \$155
 After 10 years of service----- \$310
 After 15 years of service----- \$465
 After 20 years of service----- \$620

The Union demanded an increase of \$200 in each of these intervals. The argument advanced in support of this demand was the present longevity increases received by the Police Department personnel. The Police schedule is \$350, \$500 and \$650 at 5, 10 and 15 year intervals. No longevity increase has been received in the last 6 years. Raising the level of these payments would be an added incentive for younger men to remain in the Department.

The City treats this demand as all other monetary demands, namely, given the City's present financial problems, no increase in salary or fringes is possible.

Panel Analysis and Award

It is true that the Firefighter longevity schedule is below that of the Police. There is, however, no common pattern for longevity programs among firefighting units across the State. Present PERB data indicate that longevity ranges from nothing or a minimum of \$50 after 10 years and \$100 after 20 years, to fantastic levels such as \$900 to \$1800 after 10 and 20 years respectively. The mean among nearby cities appears to be slightly higher than the present scale in Cohoes. We, therefore, award a modest increase in the amounts of the Firefighter longevity scale, recognizing that the Police do not have a 20 year step in their longevity program.

Award Longevity allowances to the Firefighters shall be increased as follows:

	<u>1981</u>	<u>1982</u>
After 5 years	\$200	\$250
After 10 years	\$370	\$425
After 15 years	\$500	\$600
After 20 years	\$700	\$800

The total cost of the program recommended will increase approximately \$4400 in each of the two years.

Iten #4 Clothing Allowance The Union makes two demands with respect to clothing allowances.

- a. The present \$100 per year be increased to \$250
- b. The City shall either supply or pay for the initial issue of any new uniform item required.

The Union contends that no increase in the clothing allowance has been received in the last six years despite the tremendous increase in the cost of the several items of required clothing. The Union documented its claim of increased costs by submitting numerous bills and price lists. In order to assist members in meeting increased clothing expenses, allowances were made through the foreign fire insurance fund, depleting this fund which is set aside for welfare purposes.

The second item of the Union's demand is that the City pay for any new items of clothing required by the City, not to supply a new uniform to firefighters presently on the rolls. Since the addition of any items of clothing not now required is at the discretion of the City, the City should pay the cost of such items.

Currently the City supplies the required clothing to each newly hired policeman and in addition grants a clothing allowance to each policeman of \$250 annually.

The City opposes this demand for financial reasons. The Fire Chief acknowledged that the present \$100 was not sufficient to maintain the required uniform items but he was opposed to any increase in the allowance because 1) the present plan is abused, and 2) because he felt a quartermaster plan would be more efficient and more economical in the long run. He admitted that getting such a plan started would be costly in the first years of the plan.

Panel Analysis and Award The panel concludes that the present \$100 annual allowance is not realistic in the light of present day costs. However, the Chief's proposal for a quartermaster plan seems premature. The City's financial condition would make funding of the plan difficult. Furthermore, for a City the size of Cohoes, a quartermaster plan would be uneconomical because 44 firefighters is too small a base for such a plan to operate. PERB information (PERB Report on Fringe Benefits, November 1979) discloses no state-wide common pattern. The majority of cities subsidize clothing costs, and the majority of those are above the level in Cohoes. While, in the Panel's opinion, some increase in the clothing allowance is justified, the Panel is mindful of the City's financial problems.

Award The Clothing allowance to Firefighters shall be increased in 1981 to \$150 and in 1982 to \$200 from the present allowance of \$100.

The Union's demand for the City to supply or provide funds for each Firefighter to purchase any new items of clothing required by the City is denied.

The cost of the increase in clothing allowance is \$2200 in 1981 and an additional \$2200 in 1982.

Item #5 Kelly Days The Union initially set forth three demands.

- 1) Each platoon receive four Kelly days per year and they be selected quarterly.
- 2) A fifth Kelly day would be granted and rotated among the platoons.
- 3) Officers and Firefighters select their Kelly days according to separate seniority rosters so that a Firefighter would not be denied a Kelly day because an officer desired the same day.

The Union acknowledges that 1) and 2) above have been settled by agreement between the parties. With respect to 3) the Union contends that, since one Firefighter can have a Kelly day off at a time, the Officer usually has preference if an Officer and a Firefighter choose the same day. This results from the application of rank and seniority. The Union argues that Firefighters should be able to choose the day they wish.

The City objects to this proposal because it would permit two members of the Fire Department to have Kelly days at the same time. In such a small department, this arrangement obviously would result in an increase in overtime.

Panel Analysis and Award Staff reductions have resulted in operating the Fire Department with a minimum staff, consequently any arrangement which permits two members of the department to be off at the same time would mean calling replacements at overtime rates. The department already has a large overtime budget which it is trying to reduce. Permitting two Firefighters to be off duty at the same time would aggravate the problem of staffing, or, alternately, meeting the added costs of calling in Firefighters to fill out crews.

Award The Union proposal to permit Officers and Firefighters to select Kelly days from separate seniority rosters is denied.

Item #6 Overtime Selection The present contract requires that overtime be filled by Firefighters according to seniority. The Union demand is that Firefighters be selected for overtime on a rotating basis whereby the Firefighter with the least amount of overtime worked in a given period be given the opportunity to work overtime. A refusal to accept proffered overtime would be counted as overtime worked so far as the position on the roster is concerned.

Union Position The present arrangement of allocating overtime on the basis of seniority results in a few long service employees getting all the overtime while younger employees were offered no opportunities for overtime. The rotation system would assure each Firefighter equal opportunity for overtime.

The City Position The Chief expressed opposition to this proposal by the Union on grounds that rights to overtime were part of the reward for long service.

Panel Analysis and Award There was not strong opposition to this proposal on the part of the City. The Chief's objection has to be balanced against the obvious advantage to all members of the bargaining unit by having a rotating system.

The Panel believes the Union proposal would result in a more equitable distribution of overtime. It is necessary to protect the department from granting overtime to a Firefighter who is not qualified for the job which needs to be filled by overtime. By granting to the Chief, or to the Officer-in-Charge, the authority to determine the qualifications of the next man on the roster for the job at hand, this problem could be avoided.

Award The Union's proposal is approved provided the man next on the overtime roster is qualified for the position to be filled as determined by the Chief or the Officer-in-Charge.

Item #7 Overtime Assignments

The Union demand has three parts, only one of which is in dispute. The Union's original statement of demand #7 included proposals that 1) Officers not replace Firefighters on overtime, and 2) that Officers should be available for overtime on Birthdays and Kelly Days. With respect to both proposals, contract language as well as arbitration awards have resolved these issues. The Panel is not required to make an award on these matters.

The main element of the Union demand is that when offered overtime on Birthdays off or Kelly Days the Officer and/or Firefighter "be assigned their normal duty assignment". As the Union explained, an Officer or Firefighter might be offered overtime only to find himself not qualified for the post for which the overtime is required, while at the same time another Officer or Firefighter is filling the post normally filled by the Officer or Firefighter being offered the overtime.

The City Position The City argues that while the present method of assigning overtime is not perfect, it is not persuaded that the Union proposal would be any improvement.

Panel Analysis and Award Based on the testimony and the evidence presented it is the Panel's opinion that this Union demand needs a great deal more careful examination by both parties, particularly in light of the award of rotating selection for overtime. For that reason, the Panel urges the parties to review the procedures used in the assignment of overtime in the light of rotating selection. The Union demand is denied.

Award The Union demand that, if a member is offered overtime on his Birthday off or a Kelly Day that he be permitted to fill his regular assignment or the vacancy requiring overtime is denied.

Item #8 Hazardous Duty Pay This is a demand by the Union that, when certain jobs must be performed by fewer men than considered safe, that those who do perform the job be paid double time when working on an undermanned operation.

The Union argues that the reduction in the number of Firefighters available for essential operations from 59 Firefighters in 1976 to 45 Firefighters in 1981 has created unsafe conditions when fighting fires.

Specifically mentioned

"Each of our first line engines have only a driver and one hoseman on them, and our ladder truck has only a driver and a tillerman. The drivers are required to stay with their respective equipment to operate their pumps and aerial ladder. Our hosemen are alone, without partners. In the past, the Fire Chief's aide and driver served as one of their partners and the two firefighters on the Fire Department ambulance served as partners for the other two Engine Companies. Both of these positions have been removed from us, along with the three on-duty firefighters filling them."

The City Position The City argues that this demand is simply a backdoor approach to negotiating manning. The Chief states emphatically that he is at every fire and is available to take over a job when additional manpower is needed. Further, he argues that he has never permitted a firefighter to subject himself to unreasonable danger because of lack of assistance.

The City notes, in addition, that the hazardous pay item would cost, according to Union figures, \$168,000 per year. The City does not have the money. Of equal importance, however, the City contends that it is not clear under what circumstances the Union would expect to receive hazardous duty pay.

Panel Analysis and Award Apparently the Union criterion upon which the demand rests is that every operation in firefighting should be performed in pairs. Under present manning such tasks as tending a hose must be performed by a single firefighter. The demand, in effect, based on the cost of \$168,000, is the salary and cost of fringe benefits of eight additional firefighters.

The decline in the number of Firefighters in the Fire Department in the past five years has been substantial, from 59 to 45. The facts presented are not sufficient for the Panel to form a sound judgment on the seriousness of the problem of firefighters handling dangerous operations without backup.

We must deny the Union demand. We are, however, seriously concerned that the City's drive to save money not be at the expense of the safety of the City's Firefighters. The Firefighters and City administration agree that Chief LaMora does a superb job. It would be well, however, for the City to review critically its staffing requirements in the Fire Department and assure itself and the Firefighters that the safety of the Firefighters is being maintained. While it is apparently true, as the Chief contends, that no Firefighter has lost his life while firefighting in Cohoes since Chief LaMora has been on the job, safety is a fact that cannot be taken for granted and the City should check its own practices and staffing against the standards set by appropriate safety organizations.

Award The demand for hazardous duty pay is denied.

Item #9 Officer Replacement The Union proposes that Officers replace other Officers, and second that when a platoon Lieutenant is assigned to replace a platoon Captain, he be paid as such.

The Union contends that Officers are being used as Firefighters, being assigned as drivers, tillermen, pump operators and hosemen. An arbitrator's award (PERB A 78-168) found no basis in the contract for prohibiting Officers from performing work as Firefighters, but he expressed his concern that, by performing direct firefighting jobs, an Officer was not available to supervise the firefighting and fill in at any point when an emergency should occur.

The second part of the Union demand calls for out-of-title pay when out-of-title work is performed by an Officer, that is, when the platoon Lieutenant replaces an absent platoon Captain.

The City recognizes that some adjustments need to be made to regulate out-of-title work and have agreed to accept the mediator's recommendation.

Panel Analysis and Award The Panel is persuaded that the reasoning of the arbitrator in Case #A 78-168 is sound. For safety reasons, efficient manning and job security, some limit should be placed upon the practice of Officers taking over the responsibilities of Firefighters. Clearly there are times when an Officer must perform work usually performed by Firefighters, but such occasions should not be part of the regular assignment of an Officer but reserved for emergency situations.

Both the City and the Union have indicated that some improvement is possible in the pay for an Officer assuming greater responsibilities. The Panel, therefore, converts the Mediator's recommendation into part of its award.

- Award
- 1) An Officer should not be required to perform the work of a Firefighter such as pump operator or hoseman as part of his regular assignment. However, at the actual time of fighting a fire an Officer must do whatever needs doing.
 - 2) When the Lieutenant is assigned the duties of the platoon Captain, where it covers at least two (2) consecutive shifts it shall be in writing and paid at the job rate (Captain's rate). If no such written assignment is made, the Lieutenant is not obligated to assume any such Captain responsibilities except for a very limited period of hours.

Item #10 Pensions/Sick Time Payment Plan The Union has proposed a revision in the compensation members would receive for accumulated sick leave at the time of retirement or separation from the service. The plan proposed is as follows:

0 to 499 accumulated sick time hours	----	1/4 hr. pay
0 to 999 " " " "	----	1/2 hr. pay
0 to 1499 " " " "	----	3/4 hr. pay
1500 hrs & above " " " "	----	1 hr. pay

Leave would be accumulated at the same rate as at present.

The Union argues that the present payment at a maximum of 360 hours is actually a disincentive to accumulating sick leave. It encourages Firefighters to take sick leave because they will lose it anyway. The proposed plan encourages a Firefighter to accumulate sick leave since the more time he has the higher the payment. Currently, payment for

accumulated sick time is made only at time of retirement. The Firefighters propose accumulated sick time at the above rates upon separation for whatever reason, since the time has been earned and rightfully belongs to the Firefighter.

The City proposed a plan to "buy back" sick time. In brief, this proposal was that up to 700 accumulated sick leave hours, the Firefighter would receive 25% of his pay and the percentage would increase with each additional 100 hours to a maximum of 50% for 2000 hours or more. The Union rejected this proposal.

Panel Analysis and Award The parties appear to be in agreement that a revision of the payback for accumulated sick leave is desirable but cannot agree on the specific formula. The Mediator urged continued discussion between the parties to resolve this issue prior to the arbitration but they could not agree. Since the Union acknowledges that there would be no immediate improvement in the payout because no Firefighter is expected to retire in the immediate future, the Panel follows the Mediator's reasoning and urges the parties to continue the study of this issue with the expectation that it can be resolved before the expiration of this contract.

Award Both the Union and the City proposals for the modification of the present (sick leave payment) arrangements are denied. However, the Mediator has noted in his report "The parties agree that the old contract sick leave payment at retirement can be improved for the benefit of both parties". We, therefore, recommend that the parties make extensive efforts to reach an understanding on more acceptable provisions.

Item #11 Hospitalization-Dental The Union proposes that a family dental plan be added to the current hospitalization program.

The Union argues that its request for Module #3 of Spectrum 2000 of the New York State Employee Insurance at a cost of \$13,000 is reasonable. This provision is common in many Firefighter contracts.

The City opposes this demand because it is another cost item. Of equal importance, however, is that the City intends to move toward some form of self insurance for its various coverages for all municipal employees. Further, the City denies that the Union figure for the dental coverage represents true premium costs. Finally, the City hopes that, through reduced costs by means of self insurance, dental care can be made available to all City employees at lower cost than through numerous separate plans.

Panel Analysis and Award It is quite true, as the Union states, that dental coverage is becoming more prevalent in contracts of municipal employees, but it still is found in only a minority of contracts. The City is apparently making a serious effort to cut insurance costs and broaden coverage into new areas such as dental care. The Panel is of the opinion that it is not desirable to order a new dental coverage while the City is exploring new ways of providing coverage. We take no position with respect to the controversy over self insurance, but

we would expect that that issue would be resolved before the next negotiations. The proposal for dental coverage would then be more timely.

Award The Union request for the establishment of a dental program is denied, but we refer to the City's stated intent to revise its health program, which will provide, as we understand it, for a limited dental program.

Item #12 Personal Leave The Union demand is that personal leave days be taken in blocks of six hours rather than a full day of 24 hours at one time. The City has agreed to the six hour arrangement provided only one Firefighter is on personal leave at the same time.

The Union opposes the restriction of one man off at a time. Currently, three Firefighters may have personal leave at the same time.

The City contends that manning problems would be intolerable if three Firefighters were off for a six hour period, especially in the light of so many other claims for days off such as Kelly Days and other forms of leave.

Panel Analysis and Award The Mediator's report (p. 19) recommends that personal leave may be taken in intervals of six hours with the proviso that no more than two (2) Firefighters can be on personal leave at the same time. This appears to be a reasonable arrangement. The problem of replacement is troublesome and we are of the opinion that firm advance notice must be given of the intent to take personal leave and some priority established when more than two requests for the same time are received.

Award We adopt the Mediator's recommendation that personal leave may be taken in intervals of six hours with the proviso that no more than two (2) Firefighters can be on personal leave at the same time. We also add, that requests by Firefighters for leave time should be honored in order to priority of their receipt in writing.

Item #13 Sub-Contracting The Union has proposed that the following paragraph be incorporated in the new Agreement

The City shall enter into no agreement with any organization, company, group or agency to provide services now being performed by members of the Cohoes Fire Department.

The Union looks upon this prohibition against sub-contracting as necessary to protect the jobs of professional Firefighters. Two recent experiences in the sub-contracting of ambulance services and the substitution of part-time civilians for Firefighters to perform the function of dispatchers create uncertainty in future employment. The Union charges that the arrangements introduced by the City were more costly than the retention of regular Firefighters but, more important, the City has by these new arrangements reduced

the number of professional Firefighters available to fight fires. A serious condition of undermanning is the result.

The City argues that the Fire Department now performs only essential firefighting functions and the City does not see in the future any functions which could or should be performed except by Firefighters, but it objects to the inclusion of the prohibition.

Panel Analysis and Award While sub-contracting has been held a mandatory subject for collective bargaining by PERB (Mandatory/Non-mandatory Subjects of Negotiation PERB December 31, 1978) experience with clauses prohibiting sub-contracting is severely limited. There appears to be no danger in the near future from any further efforts by the City to remove current duties from the Fire Department. The Union proposal is denied but prior consultation is awarded.

Award The Union proposals that the contract include a prohibition against sub-contracting is denied. We note, however, the City's position that, in its opinion, duties now performed by Firefighters are essentially firefighting duties and no further sub-contracting is anticipated. The Panel awards, nevertheless, that any time in the future, if sub-contracting is planned, that the City meet with and discuss such sub-contract proposals with the leadership of the Union.

Item #14 Duty Assignment Bid

Panel Award We understand (Tr. p. 126) that the parties have reached agreement on this item, provided that both seniority and qualifications are included in the determination of (who receives) the duty assignment bid, qualifications to be determined by the Chief.

Item #15 Transfer Overtime The Union requests that when a Firefighter is required to change a duty location, he be paid for one hour at time and one-half in compensation for reporting early.

The Union argues that, with three stations, a change in duty location means that a Firefighter must go first to his regular station, pick up his gear, and then travel to his new assignment. This takes time and the Firefighter should be compensated at overtime rates.

The City contends that its three fire stations are within five minutes drive of one another. It is a small city and no hardship is experienced in stopping by one station en route to another. The City sees this item as an added expense without any real justification.

Panel Analysis and Award Stations are not more than one mile apart and, at most, 15 minutes would be involved in transfer. The gear that has to be moved from station to station in case of transfer is "boots, his rubber coat, a helmet, his bedding, he maybe even might want to pick up cooking utensils". The Chief testified that men are notified the night before if they can be reached, if not, they are notified when they come in the next morning. In the latter case, no extra time is needed. The inconvenience and loss of time required by

by these duty location transfers appears so minimal that no compensation is justified.

Award The Union demand for one hour at time and one-half when a Firefighter is given a duty location transfer is denied.

Item #16 Vacation

Panel Comment It is our understanding, based upon the Union's communication dated May 18, 1981, from Mr. Keefe, Secretary of Local 2562 IAFF, that this item regarding vacation selection and timing of vacation pay has been settled by agreement.

Respectfully submitted,

J. Richard Williams
J. Richard Williams, Esq.
City Panel Member

State of New York)
County of *Albany*) ss.:

On this *30* day of June, 1981, before me personally came and appeared J. RICHARD WILLIAMS to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Beverly S. Stringer
Notary Public
BEVERLY S. STRINGER
Notary Public, State of New York
Qualified in Rensselaer County
No. 4702318
Commission Expires March 30, 1983

Celestine Kelly
Celestine Kelly
Employee Organization Panel Member

State of New York)
County of *Albany*) ss.:

On this *24* day of June, 1981, before me personally came and appeared CELESTINE KELLY to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Beverly S. Stringer
Notary Public
BEVERLY S. STRINGER
Notary Public, State of New York
Qualified in Rensselaer County
No. 4702318
Commission Expires March 30, 1983

John W. McConnell
John W. McConnell
Public Member and Chairman

State of New York)
County of *Tompkins*) ss.:

On this *11th* day of June, 1981, before me personally came and appeared JOHN W. McCONNELL to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Marilyn E. Ouch
Notary Public
MARILYN E. OUCH
Notary Public, State of New York
No. 4570969
Qualified in Tompkins County
Term Expires March 30, 1982