
In the Matter of the Compulsory Interest Arbitration

between

VILLAGE OF MEDINA, the Village

- and -

MEDINA FIREFIGHTERS ASSOCIATION, LOCAL 2161,
the Association

REC'D
EXECUTIVE D
MAR 13 1982
OPINION
AND
AWARD
CONCILIATION

Re: Amount of General Increase in Salaries
from 6/1/81

On August 6, 1981 PERB designated Daniel House as the Public Member and Chairman, Glenn A. Stalker as the Employer Member and Jacob A. Palillo as the Employee Organization Member of the Public Arbitration Panel to make a "just and reasonable determination" of the dispute involved herein.

On September 14, 1981 the Panel held a hearing in the matter.

There appeared for the Village:

Norris L. Webster, Esq., Village Attorney

There appeared for the Association:

Bernard E. Stack, Esq., Attorney

By October 10th each party had filed its brief. On November 23, 1981 the Panel held an executive session at which the award below was adopted by a unanimous vote. The Opinion, however, is the responsibility of the Public Member only.

THE ISSUE

The only change from the preceding labor agreement involved in the dead-locked negotiations for the Agreement to begin on June 1, 1981 was with regard to the amount of the salary increase: The Association asked for a:

"16% across the board salary increase..."

and the Village proposed a:

"7% across the board salary increase for all members of the bargaining unit."

Thus the issue to be determined by us may be stated:

What shall be the amount of the across the board salary increase in the new contract between the parties from June 1, 1981?

THE ARGUMENTS

According to the Association, comparisons of salaries for other firefighters employed in other communities in the State show that comparatively

"the firefighters in Medina are very low paid in salary and in benefits..."

The Association also asks:

"that the panel take into consideration the soaring cost of living increases over the past four (4) years...particularly the last year in determining a fair and equitable amount of salary increase in this matter..."

The Association brief concludes:

"In conclusion therefore it is suggested that based on the Village's ability to pay and financial situation and comparison of the firefighters pays throughout the State and area and comparable communities with the same financial ability to pay and in comparison to the actual amount of increase paid to the Police Department in their current one (1) year contract for the same period of time that we are in arbitration for that a 16% salary increase would be a fair and reasonable increase for the Medina Firefighters."

The Village argued that salary schedule comparisons, "as regards recent contract settlements", with communities of comparable size (about 6400 population) show that the Village's 7% offer "will produce a salary (for the Medina unit) above the median" and that such an "increase is fair and equitable and ought to be approved by the Arbitration Panel".

Furthermore, according to the Village, it has proved that:

"there has been a history and past practice in the Village of essential equality of pay as between the Village's Police and Fire Departments."

and that:

"the firefighters demand for a 16% increase which was apparently thereafter reduced to a 14% increase is based on the proposition that if the Police Department employees got a 14% increase that the Fire Department employees ought to get a similar increase...(but) the 14% increase given the Police Officers in the latest Police contract was granted so that the Police Department could obtain a level of pay essentially equal to the Fire Department inasmuch as the Fire Department had obtained a substantial and disproportionate increase in salary, particularly in the 1980-81 fiscal year..."

and:

"It is the Village's position that the Firefighters demand is unrealistic and would be inequitable both as compared to similar communities and as regards other Village Departments and employees...the firefighters... seek unfairly to take advantage of the Village's wish to be fair and equitable with all of its employees and to recognize that the policemen's contract (for the preceding three years) 'id not keep up with inflation and costs."

The brief for the Village argues that at the hearing the Association

"virtually admitted that they were exaggerating the value of the benefits. Although it is understood that the value of such fringe benefits may be considered by the Arbitration panel it should also

"be considered that the firefighters demand was not for additional fringe benefits and was for a salary increase only. It would be the Village's position that the fringe benefits are beyond the scope of the arbitration, the issue not having been raised in the original negotiations."

The Village made clear at the hearing that it was raising no question and making no claim of inability to pay the Association's demand. The Village's brief summarizes its position:

"Summarizing, the Village feels that its proposal to the firefighters is fair and equitable, is in line with communities of comparable size in the State of New York, is in keeping with the history and past practice of the Village and its various departments and re-establishes the historic essential equality between the Police and Fire Departments..."

In its brief (which was written, apparently, after it received a copy of the Village's brief) the Association says:

"We also want to make it clear that the firefighters object to any 'history and past practice in the Village of essential equality of pay as between the Village's Police and Fire Departments.' For the last three years and in addition for this current year the Firefighters have made it very evident that they do not agree with this practice but have been forced in each of the four years to take the matter to the Public Employment Relations Board of the State of New York. By now it should be very clear that while the Village might want to continue that practice (if there ever was one) that the Firefighters do not desire to continue same."

DISCUSSION AND CONCLUSIONS

At the November 23rd Executive Session, after a discussion of the above issues and a review of a draft of part of a draft Opinion prepared by the Public Member, with the participation of the Public Member acting as a mediator with their consent, both the other Members arrived at an agreement to resolve the issue by having the parties agree to a two-year contract from June 1, 1981 with changes from the prior

agreement providing only for across-the-board increases in salaries and in the salary schedules as set forth in the award below; all the other terms and conditions contained in the prior agreement are to be extended to May 31, 1983. This Opinion and Award does not intend to deal directly with the arguments set forth above; the parties, through their Panel Members, arrived at it as a fair and equitable resolution of the deadlock in negotiations which gave rise to this arbitration.

A W A R D

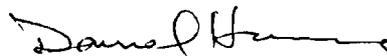
The undersigned Public Arbitration Panel hereby makes the following Award:

The Agreement between the parties with a termination date May 31, 1981 will be extended to May 31, 1983 with only the following changes:

(a) effective as of and retroactive to June 1, 1981, all employees in the bargaining unit shall be given a salary increase of 11% and the salary schedules as of that date shall be increased by 11%;

(b) effective June 1, 1982, the then current salaries and salary schedules shall be increased by 5%;

(c) effective December 1, 1982, the then current salaries and salary schedules shall be increased by 4%.



Daniel House, Public Member & Chairman

CONCURRING


Glenn A. Stalker, Employer Member

CONCURRING


Jacob A. Palillo, Employee Organization Member

Dated: November 24, 1981

STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

On this 24th day of November 1981 before me personally came and appeared DANIEL HOUSE 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.

Sidney Holtzman

SIDNEY HOLTZMAN
Notary Public, State of New York
No. 24 6931200
Qualified in Kings County
Commission Expires March 30, 1982

Dated:

STATE OF NEW YORK

SS:

COUNTY OF

On this ¹⁹⁸² 24th day of Feb 1981 before me personally came and appeared GLENN A. STALKER 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.

E. Margaret Slack

E. MARGARET SLACK
Notary Public, State of New York
Qualified in Orleans County
My Commission Expires March 30, 1982

Dated:

STATE OF NEW YORK

SS:

COUNTY OF

On this ¹⁹⁸² 1st day of March 1981 before me personally came and appeared JACOB A. PALILO 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.

NANCY PACK
Notary Public, State of New York
Appointed in Niagara County
Commission expires March 30, 1982

Nancy Pack
