

SEP 18 1982

~~CONFIDENTIAL~~

In the Matter of Arbitration between

-----  
THE CITY OF AMSTERDAM, NEW YORK

and

AMSTERDAM PROFESSIONAL FIREFIGHTERS  
UNION, LOCAL 2825, IAFF  
-----

OPINION and AWARD

PERB Case IA-81-34; M81-414

I. INTRODUCTION

The instant proceeding is an Interest Arbitration invoked and conducted pursuant to the provisions of New York Civil Service Law, Section 209.4. The petitioner is the Amsterdam Professional Firefighters Union, Local 2825 (hereinafter referred to as the "Employees," the "Firefighters," or the "Union"), and the respondent is the City of Amsterdam, New York (hereinafter referred to as the "Employer," the "Administration," "Amsterdam," or the "City"). The impasse arose out of the inability of the parties to agree upon terms and conditions of a collective agreement for two years commencing January 1, 1982, through December 31, 1983. The preceding agreement expired on December 31, 1981.

The Firefighters petitioned the Public Employment

Relations Board on December 29, 1981, to refer its impasse with the Employer to a Public Arbitration Panel. The Employer responded on January 14, 1982, stipulating to the accuracy of the Union's delineation of issues with minor exceptions.

The Public Employment Relations Board designated the following Panel on January 29, 1982.

Public Panel Member and Chairman	Sumner Shapiro 64 Darroch Road Delmar, NY 12054
Employer Panel Member	Joseph Jacobs, Esq. Corporation Counsel 49 Market Street Amsterdam, NY 12010
Employee Organization Panel Member	Robert F. Gollnick President NYS Professional Fire Fighters Association 111 Washington Avenue Albany, NY 12210

The Panel conducted hearings on all items at impasse in the Common Council Chambers of the City of Amsterdam, New York, on March 25, 1982, and on March 31, 1982. A post-hearing brief due from the City by April 29, 1982, was timely filed. The Union opted to forego its privilege to respond and the record was closed on May 25, 1982.

Appearances were as follows:

For the Union

Celestine G. Kelly, Staff Representative, International Association of Fire Fighters, AFL-CIO, CLC

David Dabiere, President  
Amsterdam Professional Fire  
Fighters Union, Local 2825

David Swart, Vice President  
Amsterdam Professional Fire  
Fighters Union, Local 2825

Robert J. LaConte, Secretary  
Amsterdam Professional Fire  
Fighters Union, Local 2825

Robert W. Forbes, Union Committeeman  
Amsterdam Professional Fire Fighters  
Union, Local 2825

Edward J. Fennell, Municipal  
Finance Consultant,  
44 North Reservoir Street  
Cohoes, New York 12047  
Financial Consultant to and  
Witness for the Union

For the Employer

Rex R. Maltbie, Negotiator for  
the City of Amsterdam

Mario Villa, Mayor  
City of Amsterdam, New York

Anthony Baldine, Chief  
Fire Department  
City of Amsterdam, New York

Wallace Donnelly, Associate  
Examiner, Municipal Affairs,  
New York State Bureau of Audit  
and Control  
(under subpoena)  
Witness

The positions of the parties were accurately delineated in their respective petitions and responses, and further were thoroughly developed in the formal hearings and briefs. Consequently, they will be briefly summarized, along with the Panel's analysis herein.

(1) Driver's Differential

The Amsterdam Fire Department employs two titles of non-officer Fire Fighters, namely, Drivers and Hosemen. Hosemen are promoted to the Driver position on a seniority basis as openings are created through promotion or retirement. The Driver bears fundamental responsibility for the operation of the motor vehicle, and is charged with responsibility for being knowledgeable about safe and expeditious routes over which travel is done in response to emergencies. The pay differential between a Hoseman and a Driver is \$130.00 per annum, and the Fire Fighters petitioned to increase this differential to \$250.00 per annum.

The Employer had proposed elimination of the Driver classification and the accompanying differential. In the course of bargaining discussions prior to the Arbitration, the Employer concedes to have arrived at a more thorough understanding of the Driver's responsibilities and, on this basis, agreed to retain the \$130.00 per annum differential.

The Panel, in accepting the Union thesis that fire fighting is hazardous and responsible work, concludes the Hoseman bears a responsibility which is no less demanding than that of a Driver. The difference justifying the differential is a skill difference and, on the basis of the record, we do not infer that the existing

\$130.00 per annum differential inadequately compensates for the degree of difference, particularly when we consider the segment of a Fire Fighters compensation attributable to confronted dangers and responsibility for public safety.

The Panel has, therefore, denied the Union petition respecting driver differential.

(2) Grievance Procedure

The expiring Agreement imposes a limitation on the cost of arbitration and/or number of arbitrations which may be pursued in any calendar year. Specifically, the Union is precluded from processing in excess of three grievances through arbitration or pursuing an arbitration when the total cost of prior cases reaches \$6,000 in any calendar year. The cost of arbitrations are divided equally between the parties; consequently, the expense to either party is not permitted to exceed \$3,000.

The Union has sought entirely new grievance procedure language which, among other things, would abrogate the limitation on the number of arbitrations or costs. The Union argues this would be more consistent with the practice in other jurisdictions.

The Employer argues the existing language has not been unduly restrictive and that no grievances have been denied on the basis of either the numerical or cost

limitation. The Employer further argues the existing language which limits grievances to the "interpretation or application" of the Agreement has never burdened the Union with unresolved matters.

The Panel is not persuaded the existing language is unduly restrictive, except with respect to the limitation on the number or dollar cost of processing grievances. An arbitration provision which becomes null and void on the basis of the frequency of use or economic burdens in a specific calendar year clearly emasculates the grievance procedure. If a grievance procedure, with arbitration as a terminal step, has virtue prior to the expenditure of \$3,000 or the presentation of three cases in a single year, it is not shorn of its redeeming assets thereafter. The Panel, therefore, holds the language of Article VI should be altered by striking from Paragraph 3, the following:

"..., but shall not exceed the sum of six thousand (\$6,000.00) dollars in any calendar year in total, or three grievances, whichever comes first, the cost not to exceed three thousand (\$3,000.00) dollars to either party."

(3) Sick Leave

The Union is seeking revision of the pre-existing provision under which unused sick leave was paid-for upon death or retirement at the rate of one day for every four days of sick leave entitlement. The

Union is petitioning to have such unused sick leave redeemed at the rate of two days pay for each four days of entitlement, up to a maximum of 240 days of entitlement. The Firefighters assert a number of retiring members have lost substantial amounts of sick time for which reimbursement should have been forthcoming. This time, the Firefighters maintained, accrued to the individuals' credit only because individuals reported for work when they more properly belonged on the sick list. It is further argued that other Fire Departments pay higher redemption percentages for unused sick leave.

The City responds with the observation that other cited jurisdictions, which provide higher redemption ratios, provide fewer available sick days per month and impose lower maximum accrual limits. Moreover, the Employer advises it has proposed permitting Firefighters to convert additional unused sick leave into pay by providing any Firefighter, who has not utilized any sick leave days during the December-1-through-November-30 period, with two additional days' pay (16 hours at straight time) during the first pay period in December. This would be in addition to existing 60-day maximum retirement or death benefit.

On the basis of the record, the Panel concludes it would be inequitable to channel limited resources into

a higher redemption ratio for unused sick leave upon death or retirement. In the Panel's view, this provision, when measured against allowed days per month and maximum accrual limitations, has not been shown to be out-of-keeping with comparable practice. The Panel is, therefore, disposed to support the Employer's proposal, including institution of the 16-hour straight time pay conversion, in the first pay period of December for persons who have used no sick leave during the prior 12-month period.

The Union has further petitioned for elimination of five specific provisions set forth in Article IX, Section E, under which the Firefighter may be required to submit to medical examination. The Union seeks to replace these conditions with a single provision which would permit the Employer to request a doctor's certificate, at its expense, after an Employee is absent for three or more days.

The Employer is agreeable to the elimination of the contractual wording as proposed by the Union, provided alternate language is developed to insure against abuse of sick leave by requiring medical certification of inability to work. The Employer would seek to have such safeguards applied at the discretion of the Chief.

The Panel has reviewed the contested language

in the prior Agreement in considerable detail. It has sought to balance the Employer's clear right to insist upon sick leave being employed for that specific purpose only - and the Union's equally legitimate concern that the Firefighter be insulated from harassment. The Panel concludes that Provisions 1 through 4 of Article IX-4-e provide strictures consistent with those which would be permissible under the language of the Union proposal. The sticking point was Provision 5 which, it was argued, permits harassment because it permits immediate and possibly arbitrary investigation. However, the Panel finds no evidence this provision has been abused and, moreover, believes this is unlikely to be the case since the only individual who is afforded immediate access to the Firefighter is the Employer's physician. We take arbitral note of the difficulties and expense associated with medical house calls and conclude, on this basis, that apprehension about the use of this provision as a tool for harassment is not well-founded. The Union petition for a change in the subject, "contractual language," is, therefore, denied.

(4) Longevity

The Union has petitioned for an improvement in its longevity allowance, which is now \$100 per annum at years 10, 15, and 20, for a total of \$300. It proposes

\$150 at eight (8) years, with an additional \$100 at 12, 15 and 20 years, respectively, for a total of \$450. In support of this proposal, the Union cites practice in other departments, and in the Amsterdam Police Department, but notes that longevity payments have not been increased in a decade, and that the present schedule is deficient relative to comparable departments.

The Employer asserts the existing longevity-pay plan is consistent with that of the Amsterdam Public Works Department, as well as the practice in at least one neighboring city; however, it argues against adoption of this proposal mainly on the basis of the potential cost of adoption.

The Panel members were unable to reconcile their disparate views on the philosophy of longevity increments. However, it was agreed on the proposition that this proposal was amenable to a classic collective bargaining compromise, and that the Panel, in accepting its charge, assumed responsibility for devising a solution. The compromise arrived at by the Panel was to increase the existing \$100/annum longevity increments paid at years 10, 15 and 20, respectively, to \$150 each, for a maximum total of \$450/annum, effective with the second year of the Agreement. Payment will continue to be on a 10, 15 and 20-year basis as in the past.

(5) Minimum Call-back Pay

The Union is petitioning for inclusion in the Agreement of a new provision which would entitle Firefighters to four hours' pay at 1-1/2 times individual straight time hourly rates for calls back to work. The Union maintains such a provision would be consistent with comparable practice elsewhere.

The Employer argues its present administrative practice of paying time-and-one-half for hours actually worked is equitable and that an increase in the expense attributable to call-backs would be unduly burdensome because Firefighters are typically called back in teams, generally numbering at least five men and, not infrequently, as many as ten. The City had, however, proposed a minimum call-back pay of two hours at straight time as an administrative policy, but that all time worked would then be paid on a straight-time basis.

The Panel believes equitable treatment dictates payment of some minimum call-back compensation as a quid pro quo for inconveniencing the Firefighter and disrupting his or her personal life. But it is not persuaded that a four-hour minimum is the general rule in comparable jurisdictions at this time.

In weighing the facts before it, the Panel has concluded the contract should provide for payment of a

minimum call-back time of two hours at one-and-one-half times the individual's straight time hourly rate.

(6) Vacation

Amsterdam Firefighters receive a three-week vacation each year, irrespective of length of service. The Union argues this is out-of-keeping with general practice where more senior employees are accorded longer vacations, and it is seeking an additional one week for a total of four weeks' vacation for persons who have completed ten (10), but less than fifteen (15) years of service. Persons who have completed fifteen (15) years of service would, under the Union proposal, receive a fifth week of vacation each year. The Union argues that the vacation period of senior Firefighters is less than that provided Policemen and Public Works Employees. Policemen receive twenty-one (21) days as a maximum after ten (10) years of employment - and Public Works Employees can receive a maximum of twenty (20) working days at fifteen (15) or more years of service.

The Employer notes the Amsterdam Firefighter is granted three (3) full weeks after the first year of employment. Moreover, it argues that Firefighters who work a 24-on/72-off schedule may not be compared with Police and Public Works Personnel who work eight (8) hour

days. Finally, the Employer argues that Amsterdam Firefighters' vacation schedules are not markedly different from those of nearby communities.

The Panel finds the Union's assertion that the Firefighter benefit is inferior to that of the Police and Public Works Employees in Amsterdam to be unfounded. A Police Officer must complete ten years of service to obtain the benefit level afforded the Firefighter after one year. At the point in his or her career when the Police Officer becomes entitled to a vacation period equal to that of the Firefighter, he or she will have received a total of approximately forty-five (45) fewer vacation days. If the individual works for an additional ten (10) years, that is, for a total of twenty (20) years of service, he or she will receive a total of approximately ten (10) more days than the Firefighter over that entire period. Thus, the twenty (20) year service period differential will be approximately thirty-five vacation days favoring the Firefighter.

A similar calculation suggests the Public Works Employee would about break even with the Firefighter over a twenty (20) year career.

There is some evidence that the Amsterdam Firefighter's vacation schedule may be inferior to that of some other jurisdictions, and it does appear that the uniform schedule, irrespective of years of service, is

somewhat unusual. However, the evidence is neither so conclusive nor so compelling as to sustain a finding that modification is in order at this time. The Union petition respecting vacation schedules is, therefore, denied.

(7) Holidays

Amsterdam Firefighters have been entitled to eleven (11) paid holidays per year. The Union is seeking to add Good Friday to the list, making a total of twelve (12) which, it maintains, would bring conditions into line with local Police and Public Works Employees, as well as other fire departments.

The Employer argues the present schedule is equitable because of the 24-hour-on/72-hour-off schedule which is being maintained on the basis of the Firefighters' preferences. As a result, Firefighters receive holiday payment in the form of extra pay, totalling eighty-eight (88) hours in the first pay of each December. Because the holidays are not actually reflected as time-off from work in Amsterdam, this provision is, in the Employer's view, merely a basis on which to provide extra pay.

The Panel concurs in the assertion that the holiday schedule does, in fact, ultimately reduce to a pay bonus, rather than a rest-time and non-work-time bonus for Amsterdam Firefighters. On this basis, the Panel

agreed that any resources which might be allocated to holiday pay would be more properly reflected in salary adjustment at this time.

(8) Dental Plan

The Union has proposed addition of a dental plan to its fringe package. In support of this demand, it cites the practice in certain other New York State jurisdictions. The Employer contends the vast majority of New York State fire departments do not have dental plans, and that the City of Amsterdam is unable to absorb the expense at this time. In furtherance of this argument, it cites the high cost of hospitalization insurance, as well as the history of recent substantial increases.

The Panel faced substantial internal division respecting this proposal. The Panel recognizes the special utility of a fringe benefit of this sort to the Firefighter and his family; however, in view of other needs and the fact of the still limited popularity of such provisions in other jurisdictions, the Panel was constrained to deny the Union petition for institution of a dental insurance plan.

(9) Bereavement

The Union is seeking to alter the bereavement provision of the expiring Agreement in two respects;

namely, (1) that the term four (4) continuous days be altered to read, "two (2) working days," one of which would be the day of the funeral, and (2) that grandparents be added to the list of immediate family. The adoption of these revisions would, in the Union's view, provide benefits similar to those in comparable jurisdictions.

The Employer maintains the bereavement section takes into consideration the one-day-on/three-day-off work schedule and that an employee provided with two working days off would, as a result, be off the job for eight (8) calendar days. The Employer also argues the existing list of relatives should not be amended.

The Panel, in reviewing the record, concluded the duration of bereavement leave should not be altered, i.e., the Agreement should continue to provide for four (4) continuous days as bereavement leave; however, the Panel concludes the inclusion of grandparents within the list of immediate family as defined would be appropriate, and it has so awarded.

(10) Personal Days

The expiring Agreement provides members of the bargaining unit with one day of paid personal leave per year, and the Union is seeking to increase this to two on the basis that such a provision would be in keeping with the benefit provided other Amsterdam Public Safety

and Public Works employees. The Union also cites other Firefighter agreements which provide two or more days of personal leave per annum.

The Administration's response to the cited varying practices within its own jurisdiction is that the Firefighters who have available three consecutive days off between reporting tours, in addition to their "Kelly Days," have more available time for pressing personal matters than do employees who work an eight (8) hour day, forty (40) hour week, and who do not receive "Kelly Days."

The Panel concludes the Firefighters are better able to cope with personal matters during business hours than are employees working more conventional work shifts. Moreover, its reasoning is dominated by its resolve equitably to distribute available resources among all members of the bargaining unit, and it concluded that denial of the personal leave demand served that objective.

(11) Clothing Allowance

The Firefighters now receive vouchers worth \$33.00 per year as a clothing allowance. The Union notes this level of benefits has been in effect for a number of years, during which the price of the items to be purchased has risen sharply. The Union is proposing a \$100/year allowance as being more consistent with the allowance in effect in other departments, yet still far

below those paid in many comparable jurisdictions.

The Employer acknowledged cost increases have occurred, and is proposing to institute a Quartermaster System under which the Employer would provide garments of proper quality and fit, replacing returned damaged items. The Employer would propose to pay half the present clothing allowance in cash for the first year of the Agreement.

The Panel observes that the time for establishing a Quartermaster System during the first year of the Agreement has already passed. It recognizes the purpose of the clothing allowance as being to maintain the individual's Fire Department clothing in good condition and in adequate supply. The Panel, therefore, holds that the Employer should be empowered to adopt a Quartermaster System which will meet these objectives. In the absence of a better articulated explanation of the purposes to which the \$33.00 vouchers are dedicated, the Panel is reluctant to permit its withdrawal during the life of the Agreement. Consequently, the award will provide for an increase in the clothing allowance to \$75.00 for the first year of the Agreement, with the proviso that if the Employer opts to institute a Quartermaster System, in the second year of the Agreement the allowance shall revert to the \$33.00/year level.

(12) Salary

The Union has proposed a 15% per annum increase to the salary table for each of the two years of the new Agreement. It is further seeking a cost of living adjustment based upon the Consumer Price Index to be applied at reasonable intervals over the 24-month life of the Agreement. In support of its proposal, it cites salary levels in other jurisdictions in the nominal \$20,000 to \$25,000 per capita population level. It also cites wages paid skilled tradesmen and other area employees, all of which are substantially higher than those of the Amsterdam Firefighters on an annualized basis. The Union further argues that since 1972 the Consumer Price Index has risen by 86.6%, while Amsterdam Firefighters' wages have been increased by only 64.4%, for a loss of 22.2%. This loss, it is argued, aggregates to an equivalent of nominally \$14,000 through 1981. The Union further argues that median family income for the year 1980, the last statistic available from the Bureau of Labor Statistics at the time of the hearing, was nominally \$23,134, or approximately \$9,500/year more than an Amsterdam Firefighters' salary.

The Union turns from the question of comparable practice to that of ability to pay. In this endeavor, it relies upon Union Exhibit XVIII, a review of certain

financial documents of the City by its Finance Consultant and witness, Edward J. Fennell. This Union witness contended the City (1) has undepleted resources at its disposal, specifically nominally \$571,000 of unexploited tax margin, (2) nominally 63% of its debt limit which has not been depleted, (3) accrued a surplus of more than \$217,000 in 1981, (4) estimated its '81-'82 State Aid receipts at the same level as that of '80-'81, despite a new small cities' allocation of nearly \$400,000 which should become available. The analysis does concede the surplus reflects an expectation of payment of a substantial portion of delinquent taxes, acknowledging that these monies may not be available in the '82-'83 budget year.

The Administration urges that a number of the jurisdictions cited in the Union brief are not located in the same region as Amsterdam, and cites some such jurisdictions in support of its position. It also argues the measures employed by the Union in gauging ability to pay do not consider the realities of local demographic characteristics. For example, Amsterdam is said to have one of the highest ratios of senior citizens to total population in New York State. The census cited in support of this was 1970, and it is argued that the percentage of older citizens has increased since then.

They note that 559 properties have been listed for sale because of tax delinquency, and that the city population has shrunk from over 25,000 to under 22,000 between 1970 and 1980. The Employer, in effect, challenges the propriety of annualizing hourly rates paid in various trade classifications where it is alleged steady employment is unusual. It also maintains some of the hourly rates shown were not yet effective at the time of the hearing, and that one, at least, was the highest rate paid in the plant and attached to a position which was not normally reached with less than ten (10) years service.

The Administration relied upon the testimony of Mayor Villa and Mr. Wallace Donnelly, Associate Examiner of Municipal Affairs of the New York State Bureau of Audit and Control, who was subpoenaed by the Employer. The Budget Examiner testified that his recently concluded examination disclosed liabilities not reflected in the Annual Financial Report of June 30, 1981, in three areas, the first of which amounted to nominally \$64,500, representing an advance from the New York State Health Insurance Reserve Fund which the City was entitled to keep as long as it continued participation in the New York State Health Insurance Program. When the City switched out of this program on May 5, 1981, it was advised it became obligated to repay within thirty (30) days. Actually

it did not do so until July 9, 1981, with the result that the liability was improperly omitted from its June 30 statement. This fact was, of course, not available to the Union's financial consultant who relied upon the Annual Financial Report as provided. Secondly, the City is obligated to repay \$180,000 to Montgomery County. This charge arises out of a disallowance on a CETA-audit for the 1980-81 fiscal year activities. The date for repayment has not been set, but interest charges will accrue. Mayor Villa testified that these charges will be at the rate of 13% to 14% per annum, and that the problem arose because the expenditures on existing programs were not timely curtailed.

Thirdly, the City has contracted a liability of nominally \$150,000, which arose out of the issuance of some Bond Anticipation Notes required to repay HUD for expenditures disallowed on a HUD allocation to the City's Community Development Agency. This liability was reported in the Capital Fund, and the State Auditors noted it must be accounted for in the General Fund; thus, the deficit on these items, it was testified, amounts to \$443,444, which must be added to the jurisdiction's deficit.

With respect to unused Capital Fund monies amounting to \$493,000, reported in the Union's financial analysis, the Employer contends these monies are involved

with the repair of the Willow Street bridge, and that that figure merely reflected what it was thought the job would cost. The job actually cost nominally \$394,500, which the City borrowed prior to receiving State and federal funds. This was borrowed with Bond Anticipation Notes. Ultimately, the bonds were never issued and the BANS were retired one-half out of the General Fund and one-half out of Aid Funds. When various sources of aid were fully developed, the State was left with \$197,200 of unexpended funds which, in effect, became a surplus and was committed as revenue in the '81-'82 budget. In addition, the City realized about \$78,000 in savings on project costs which fell short of the budgeted levels, and these monies, too, were transferred to the 1981-82 General Fund.

The Union responded that even if the General Fund deficit were to be taken at \$440,000, approximately \$600,000 of the liabilities is in the form of Notes which are paid off over, typically, a five-year period - and that, in some cases, the first payment would not be due until July of 1983. Thus, the Union argues, the deficit shown does not demand repayment in any single fiscal year. The Union also elicited from the witness, Donnelly, that some 45% of jurisdictions with which he deals do operate with deficits. The witness also conceded that certain deficits, under some conditions, may be funded with

bonds with approval of the Legislature.

The Panel is sensitive to the burden it has assumed to balance the public interest and the Firefighters' entitlement to equitable treatment consistent with the Employer's circumstances. The Panel rejects the notion that the Employer ipso facto is endowed with the ability to pay so long as borrowing has not progressed to the ultimate permissible limit. It recognizes also that the City is, at this point in time, traversing turbulent fiscal waters and its ability to pay is impaired. However, while this condition may have been somewhat exacerbated in recent months, or possibly years, acute economic challenges are no stranger to Amsterdam. The compensation level provided in the expiring Agreement reflects past economic history.

Amsterdam Firefighters have been provided a compensation package which falls short of providing the benefits enjoyed in more affluent communities; however, these differences are less pronounced than the Union's salary brief suggests as some of the salaries shown in other communities are for the 1982 salary year, and they are, of necessity, compared with Amsterdam's 1981 level. Additionally, the Union has cited the differentials between increases received and rises in the Consumer Price Index since 1972. While it is popularly acceptable to refer to the Consumer Price Index as the cost of living,

it is not, in fact, a measure of living costs. It does, however, provide a rather reliable indication of the direction and general magnitude of changes in living costs. That Amsterdam Firefighters have not enjoyed increases which equalled or exceeded the rise in the Consumer Price Index is clear, but it must also be recognized that many, if not most, Public Safety and private sector people have suffered similarly. With the exception of debtors, few of us have been fortunate enough to escape the ravages of inflation and Amsterdam Firefighters are no exception.

The Firefighters have cited Annual Cost of an Intermediate Budget for a four-person family for the year 1980, as computed by the Bureau of Labor Statistics. The calculation, according to the Union brief, shows that the income required is nominally \$23,000. On this basis, the Union argues that Amsterdam Firefighters fall short of this measure of adequacy by more than \$9,000. It is pertinent to note that the Lower Budget for a family of four in the non-Metropolitan Northeast was specified to be \$15,160 in the Fall of 1981. The Intermediate Budget had risen to \$25,839 and the Higher Budget reached \$36,482. We find, however, that there are two additional factors to be weighed in the consideration of this argument. Firstly, the statistic cited does not

define actual mean income. It merely delineates the income which would be required to maintain a family of four at the intermediate budget level. The generated statistics do not establish that such incomes are actually being realized. Further, a family's income is not necessarily provided by a single wage earner. In 1979, households with employed husbands benefited from the income attributable to the wife or other family members in the work force in 64.2% of the cases. In 1968, that condition existed in only 50% of the cases, and in 1959, in only about 43% of the cases. In summary, the statistic cited is not an income figure and is not a cost figure which, on the average, will be met out of the income of a single wage earner.

The Panel's review supports the inference that Amsterdam Firefighters have historically found themselves in a compensation niche shaped by the pre-established ability-to-pay limitations of the community. In our view, the record provides no rationale in support of the proposition that this limitation should be repeatedly and sequentially employed; i.e., to establish a compensation plateau relative to other communities, and then repeatedly relatively to depress that compensation level on the basis of the same statistic. A reasonable and equitable resolution should permit Amsterdam Firefighters essentially to maintain their compensation

levels at their established relative positions. In light of the Employer's fiscal problems, we are not proposing to close the absolute gap and we recognize that the fixing of numbers which are intended to implement our philosophy is less than a wholly scientific procedure. The Panel's best estimate of the increase required to provide equity in the first year of the Agreement is 7.25%. In selecting this number, we have taken arbitral notice of numerous economic forecasts for the likely change in the Consumer Price Index over the 1982 calendar year, and we believe a 7.25% increase which would be effective over the entire year will provide some modest improvement in the Firefighters' purchasing power.

The fixing of a wage increase for the 1983 contract year presents a more difficult challenge because the Panel is compelled to rely upon more far-reaching forecasts with a concomitant decrease in reliability. Our collective inclination is to accept the expectation of a Consumer Price Index rise at a somewhat lower rate than in 1982 and, on this basis, we have fixed the second year increase at the 6% level.

## II. AWARD

The Panel, having considered all issues of

impasse and all arguments and testimony, awards as follows:

1. The Union petition respecting Drivers' differentials is denied.
2. The language of Article VI, Paragraph 3, shall be modified by striking the language, stating:  
  
"... , but shall not exceed the sum of six thousand (\$6,000.00) dollars in any calendar year in total, or three grievances, whichever comes first, the cost not to exceed three thousand (\$3,000.00) dollars to either party."
3. The Union petition for changes in the sick leave provisions, Article IX, Paragraph 4, is denied. The Employer's proposal to permit conversion of two days (16 hours) at the individual's applicable straight time hourly rate equivalent, payable in December, is sustained. This conversion or redemption privilege is to be restricted to people who have utilized no sick leave days during the prior December-1-November-30 period.
4. Effective with the inception of the second year of the Agreement, the longevity increments shall become \$150.00 each for a maximum

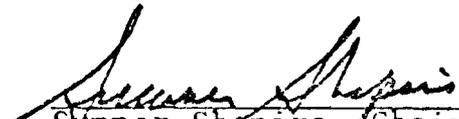
of \$450.00 total, and shall be payable on the pre-existing 10, 15 and 20-year schedule.

5. Minimum call-back pay shall be provided to the extent of two hours per call-back at one-and-one-half times (1-1/2 X) the individual's straight-time hourly rate equivalent.
6. The Union's petitions respecting Vacation, Holidays, Dental Plan, and Personal Days are denied.
7. The Union petition respecting Bereavement Pay is sustained to the extent of including Grandparents as members of the immediate family with the "four continuous days" provision being retained.
8. Clothing allowance vouchers shall be in the amount of ~~\$100~~<sup>#75.99</sup> for the first year of the Agreement. If the Employer institutes a Quartermaster System, which provides replacements which would otherwise be purchased with vouchers, by the inception of the second year of the Agreement, the \$33.00 vouchers may be restored in the second year at the Employer's option.

9. Salaries shall be increased by 7.25% for the first contract year, commencing January 1, 1982, and terminating December 31, 1982. This increase shall be implemented by increasing each salary position through Step 5 in Appendix B of the expiring Agreement by seven-and-one-quarter (7.25%) percent. Longevity increments shall be added to the Step 5 salary as in the expiring Agreement.
10. Salaries shall be increased uniformly by six (6%) percent for the second year of the Agreement, commencing January 1, 1983, and terminating December 31, 1983, by increasing each salary through Step 5 in the table calculated above by six (6) percent. Longevity increments shall be increased to \$150.00 each and shall be added to the Step 5 salary as for prior years.

This Award addresses and resolves all stipulated issues before the Arbitration Panel.

Respectfully submitted,

  
Sumner Shapiro, Chairman  
and Public Member

Date: Sept 8, 1982

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

Sworn to before me this 8<sup>th</sup> day  
of Sept, 1982.

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

CONCURRING:

Joseph Jacobs, Esq.  
Employer Panel Member  
Date: August 18, 1982

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

Sworn to before me this 18<sup>th</sup> day  
of August, 1982

Michael D. Malinoski  
Notary Public

CONCURRING:

Robert F. Gollnick  
Employee Organization  
Panel Member  
Date: 8/26/82

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

Sworn to before me this 26 day  
of August, 1982.

Collfen Ann Wagner  
Notary Public

COLLFEN ANN WAGNER  
Notary Public, State of New York  
Qualified in Albany County  
My Commission Expires March 30, 1984

4632387

