

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

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ALBANY, N.Y.
AUG 2 1982

In the Matter of the Arbitration
between
CITY OF LOCKPORT
and
LOCKPORT PROFESSIONAL FIREFIGHTERS ASSOC.,
Local 963, AFL-CIO

Case No. IA81-36,
MB1-454

PANEL MEMBERS:

Mona Miller, Chairperson, Public Panel Member
Kenneth Anderson, City Panel Member
Jacob A. Palillo, Union Panel Member

APPEARANCES:

For the City:
Allen D. Miskell, Deputy Corporation Counsel

For the Association:
Bernard E. Stack, Esquire

PRELIMINARY STATEMENT:

This arbitration award arises out of the Collective Bargaining Dispute between the City of Lockport, hereinafter referred to as "City" and the Lockport Professional Firefighters Association, hereinafter referred to as the "Union." The dispute concerns the terms of the new agreement to replace the contract which expired on December 31, 1981. The Union is the bargaining agent for 73 employees of the fire department of the City of Lockport. Eight unresolved issues were submitted to this Panel for resolution pursuant to Article 209.4 of the New York State Civil Service Law, Section 209.4. The statute empowers this Arbitration Panel to make

a just and reasonable determination of the matters in dispute.

The statutory considerations which the Panel followed are:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

An arbitration hearing was held on July 8, 1982 at the Lockport City Hall. Both sides were given full opportunity to present evidence and examine witnesses on the issues in dispute. At the end of the hearing, the record was closed.

The Panel met in executive session immediately following the arbitration hearing. The Panel met again on July 13, 1982. The following is the unanimous award of the Panel pursuant to the statutory authority contained in 209.4 of the New York State Civil Service Law.

1. Salaries -

The Union has requested a 9% increase on all wages for 1982. The City did not make an actual

percentage offer, but the evidence presented in the hearing yielded an offer of about 5.5%. However, the City has negotiated a salary settlement with the police unit for 1982 that will yield a total higher salary at top pay than the 9% request would yield for firemen. The addition of briefing and debriefing pay for police brings their top pay to \$19,325 compared to \$18,701 for the firefighters.

The Panel in making an award takes into consideration the past bargaining history of the parties, the ability of the City to pay; comparability within the surrounding area; the wage increases paid to other City Unions, especially the police; the current operating fund surpluses and the economic climate. The award of this Panel is to grant a general 9% increase for 1982 for all members of the Union. The 9% increase will be retroactive to January 1, 1982 and paid by a separate check.

2. Bonus Pay For Rescue Team -

The Union asked that all members of the bargaining unit who are regularly assigned to Rescue #1 and who actually work on Rescue #1 be

paid a 50¢ an hour bonus above their base pay, limited to two members per shift. The City opposed the bonus, pointing out that the agreement with the firefighters to take over the rescue and ambulance service had been accompanied by an across-the-board dollar increase of \$350 in 1979 and an additional stipend of \$100 for EMT's.

The Panel notes that new firefighters must take and maintain EMT certification and that the rescue operation is now considered an integral part of the employee's job duties. The Panel denies the request for bonus pay.

3. Longevity Pay -

The longevity increase requested by the Union was \$100 for 5 years, \$300 for 10 years, and \$400 for 15 years. The City made no counter offer. The demand ^{was} considered by the Panel and revised in favor of a schedule comparable to that of longevity payments for police officers. Keeping in mind the statutory criteria and the evidence presented at the hearing, the Panel decided that the following schedule shall reflect longevity increments:

After 5 years	-	\$200
After 10 years	-	250
After 15 years	-	350
After 20 years	-	450

All other parts of the Article remain the same.

4. Clothing Allowance -

The Union requested an increase of \$100 in the clothing allowance. The City offered none. The Panel, again judging comparability with the other uniformed and safety unit, awards a \$50 increase for 1982.

5. Sick Leave Termination Pay -

The Union requested the change from 50% to 55% for the allowable rate at which a member could receive his accumulated sick leave. The City refused.

The Panel denies the request.

6. Sick Leave Bank -

The Union asked for the establishment of a sick leave bank. The City refused.

The Panel denies the request.

7. Holidays -

The Union called for an increase in the guaranteed number of paid holidays from 11 to 12.

The City opposes this request.

The Panel denies the request. The Panel notes that the Police Unit has a total of 11 holidays, that firemen do work staggered schedules which allow periods of time away and denies the request.

8. Holiday Pay Provisions -

The Union asked that pay for holidays, when taken, be paid for a 10 hour day rather than the 8 hour rate in effect.

Recognizing that the normal workday of a firefighter is 10 hour/ days and 14 hour nights, the Panel awards the 10 hour rate for holiday pay taken in lieu of time off.

Conclusion:

This award is for a one year contract, takes effect retroactively January 1, 1982 and remains in effect until December 31, 1982.

All clauses not specified as having been altered by this award or by previous agreements of the parties during negotiations remain the same.

This award constitutes the entire award of the Panel concerning all issues properly before it.

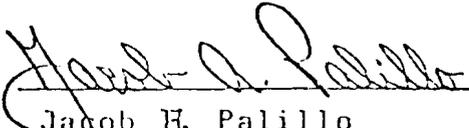
Dated July 28, 1982

Mona Miller
Mona Miller, Chairperson
Public Panel Member

Dated July 28, 1982

Kenneth Anderson
Kenneth Anderson
City Panel Member

Dated July 28, 1982



Jacob H. Palillo
Union Panel Member

