

NYSP PUBLIC EMPLOYMENT RELATIONS BOARD
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PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF THE ARBITRATION BETWEEN
THE CITY OF CORNING

-and-

CORNING FIREFIGHTERS,
LOCAL 932 AFL-CIO, IAFF

Case No. IA82-20; M82-227

Opinion and
Award

The Public Arbitration Panel members designated by the State of New York Public Employment Relations Board are as follows:

PUBLIC PANEL MEMBER AND CHAIRMAN:

Thomas N. Rinaldo, Esq.
Scinta and Rinaldo
305 Elmwood Avenue
Buffalo, NY 14222
(716) 884-6733

EMPLOYER PANEL MEMBER:

Gerald Rossettie
212 Walnut Street
Corning, NY 14830
(607) 962-0259

EMPLOYEE ORGANIZATION PANEL MEMBER:

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126 Cross Street
Binghamton, NY 13903
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On October 14, 1982, the New York State Public Employment Relations Board determined that a dispute continued to exist in negotiations between the City of Corning and the Corning Firefighters and further determined that the dispute comes under the provisions of the Civil Service Law. Pursuant to Section 209.4 of the Civil Service Law, the New York State Public

Employment Relations Board designated a Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute. The Panel was convened by the Chairman on December 22, 1982, in the City of Corning. Appearing on behalf of the City was Herb Hoelter, of Value Management Consultants and on behalf of the Firefighters was Attorney Kevin F. McDonough. After testimony and submission of documents were received on December 22, 1982, the Panel met in executive session to resolve this dispute and as a result thereof issues this Opinion and Award. No stenographic record was made of the proceedings.

The Panel, in arriving at its determination, considered the following relevant factors:

- 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 interest and welfare of the public and the financial ability of the public employer to pay;
- c. Comparisons of peculiarities in regard to other trades or professions, . . .
- d. The terms of collective agreements negotiated between the parties in the past . . .

The parties have submitted for the Panel's determination the following items:

1. Recognition - Agency Shop (Art. I) - Union Demand

2. Sick Leave (Article VI, Sec. 1, Sec. 2, Sec. 3, Sec. 4) - Union Demand
3. Bereavement Leave (Article VII) - Management Demand
4. Holidays (Article VII, Sec. 1) - Union Demand
(Sec. 2) - Management Demand
(Sec. 3) - Union Demand
5. Vacations (Article IX) - Union Demand
6. Medical Insurance (Article XII) - Union Demand -
Management Demand
7. Grievance Procedure (Article XIV) - Management
Demand - Union Demand
8. Salary (Article XX) - Union Demand

Certain items have been submitted to the Public Employment Relations Board for a determination of their mandatory status for negotiation. This Panel has not received any evidence of those items presently before the Board.

SALARY

The Union has petitioned for an across-the-board wage increase in an amount equal to 12 percent retroactive to July 1, 1982. In addition to salary, the Union has requested that an addition be made to the Collective Bargaining Agreement providing for longevity benefits of \$600 after 8 years of service and an additional \$600 after 15 years of service. The City has refused the Petitioners' request for a 12 percent wage increase and to add longevity benefits to the Collective Bargaining Agreement.

The City's last offer consisted of a 5 percent financial package. The Union is also asking that the salary step schedule be returned to the Contract.

The Union cites increased productivity, decrease in real wages and ability to pay as their justification for the 12 percent salary increase. Specifically the Union cites a substantial and effective increase in the number of fire calls, with no corresponding increase in the number of professional firefighters. The Union points out that the roster for 1974 had 27 professional firefighters, while the current staffing is only 27 firefighters fighting an increase in fire calls of 69 percent over a period available for study. The Union has submitted statistical data by way of exhibits demonstrating that a 1st Grade firefighter has lost almost 19 percent in buying power between 1972 and 1982. The loss by Lieutenants has been more significant, 25.5 percent. Both the 1st Grade firefighter and the Lieutenant lost 20 percent, claims the Union, against inflation during the 1978-1982 period. According to the statistics submitted by the Union, if the 1st Grade fireman's salary was increased at the consumer price index rate over a 10-year period, the salary for a 1st Grade fireman in the City of Corning would be \$18,393 while a salary for a Lieutenant would be \$21,211. If the adjustment were made for a 4-year period, the salary for a 1st Grade firefighter would be \$19,525 and the salary for a Lieutenant would be \$21,827.

The Union further maintains that salaries in the private sector have far outpaced a fireman's salary. The Union submitted

statistics to demonstrate that the average weekly wage in 1980 in Steuben County for manufacturing of durable goods resulted in an annualized average income of \$21,996 in 1980. These figures contrast sharply, claims the Union, with the salary level for the 1st Grade firefighter in 1980-81, \$15,302 and 1981-82, \$16,914.

According to the Union, the City of Corning has the ability to pay the Union's requested 12 percent salary increase. The Union submitted data demonstrating that the City of Corning has the lowest full value tax rate (\$2.96 per \$1,000) in the State. Data was submitted to show that the City of Corning had a total unreserved general fund balance of \$3,501,745.86. As of June 30, 1982, the General Fund balance sheet showed that the City was maintaining cash reserves, at the time, in the General Fund of \$3,551,375. Of this amount \$3,202,620 was in time deposits and \$337,807 in cash. The City has budgeted an additional \$97,656 for Fire Department Salaries for 1982-83 over and above what was budgeted for 1981-82. Further, the City has budgeted \$500,000 for contingencies for 1982-83, an increase from the budgeted \$450,000 for 1981-82.

The City points out to the panel that they have managed their finances in a conservative, prudent manner and that tax payers have a right to expect a continuation of prudent management. Although a budget surplus was developed in the period of full employment, the City maintains the situation has changed citing the closing of the A & P Plant in neighboring Horseheads; the layoff of employees at the Corning Glassworks and

Ingersoll-Rand, the largest employers in the area. The City submits data that a firefighter in the City of Corning has kept pace, generally, with the economy and his pay is comparable with other communities.

DISCUSSION

Corning Firefighters received a 7 percent salary increase in 1979; a 9.5 percent salary increase in 1980 and a 9.25 percent increase in 1981. In 1981, salary increases in 5 comparable area cities ranged from 6.5 percent to 9 percent (average 8.1 percent). A Corning Firefighter's salary compares favorable with other similar communities.

FIREFIGHTER WAGE COMPARISON
12-16-82

<u>Location</u>	<u>RANK</u>		
	<u>Firefighter</u>	<u>Lieutenant</u>	<u>Captain</u>
Cortland (pop. 20,138)	12,661 to 17,965 (19 yrs.)	17,965 to 19,581 (19 yrs.)	None
Dewitt (pop. 26,868)	13,500 to 15,600 * (3 yrs.)	Volunteer	17,500 * (4 yrs.)
Elmira (pop. 35,327)	13,732 to 18,507 (20 yrs.)	20,390 * (3 yrs.)	22,280 * (3 yrs.)
Fulton (pop. 13,312)	14,388 to 18,582 (15 yrs.)	18,763 to 19,400 (5 yrs.) (15 yrs.)	19,579 to 20,215 (5 yrs.) (15 yrs.)
Hornell (pop. 10,234)	13,182 to 17,462 (10 yrs.)	None	18,532 *
Ithaca (pop. 6,022)	15,385 to 21,119 (16 yrs.)	22,808 to 24,744 (16 yrs.)	None

<u>Location</u>	<u>RANK</u>		
	<u>Firefighter</u>	<u>Lieutenant</u>	<u>Captain</u>
Oswego (pop. 19,793)	13,185 to 18,770 (20 yrs.)	17,946 to 19,712 (5 yrs.) (20 yrs.)	19,605 to 20,772 (5 yrs.) (20 yrs.)

* Subject to annual negotiation

The City does not argue inability to pay, but rather argues that this Panel should grant a salary increase consistent with the conservative prudent management of the City Council. Clearly the financial data supports a conclusion that the City does have the financial ability to fund a reasonable salary increase. Employment is fairly stable in the area although there have been some layoffs and a closing of the A & P Plant. This will, if continued, affect the City's financial affairs in the future. For the present, however, the City does have available funds to grant a reasonable salary increase.

This Panel recognizes the responsibility and danger a firefighter undertakes in performing his job -- increased fire calls have made the job more difficult and dangerous.

AWARD

Having carefully considered and studied the financial data submitted by the Parties, it is this Panel's determination that the City of Corning Firefighters shall receive a pay increase of 7 percent effective July 1, 1982 and an additional 1 percent

beginning January 1, 1983 to bring a firefighter's base salary to \$18,279. This is computed as follows: base salary \$16,914 X 7% = \$1,184 X $\frac{1}{2}$ = \$592 salary increase for July 1, 1982 to December 31, 1983. The new base salary is then computed as follows: \$16,914 + \$1,184 = \$18,098 + \$181 = \$18,279. A Lieutenant's base salary computed in the same manner will equal \$20,359 (\$18,904 X 7% = \$1,324 X $\frac{1}{2}$ = \$662.00 salary increase for July 1, 1982 to December 31, 1983 and \$18,904 + \$1,323 + \$132 = \$20,359). A probationar's base shall be \$13,211 (\$12,266 X 7 X $\frac{1}{2}$ = \$429 salary increase July 1, 1982 to December 31, 1983, at \$12,266 + \$859 + \$86 = \$13,211)

For the 1983-84 year, a salary increase equal to $7\frac{1}{2}$ percent shall be granted across-the-board.

This Panel rejects any requests for longevity and makes no award on the returning of the step salary schedule to the contract.

RECOGNITION - AGENCY SHOP (ARTICLE I)

The firefighters propose a new section requiring the City to deduct from the wages of all firemen covered by this agreement, who are non-members of the employee organization, an amount equivalent to the dues levied by Local 932, said amount to be transmitted to the Association within 10 days.

The City has resisted this proposal claiming the right of employees who do not wish to join or support the Association should not be interfered with by this Panel.

AWARD

This Panel recognizes that non-members of the employee organization should contribute toward the collective negotiations in accordance with the provisions of the Civil Service Law. We hereby grant the Union's request, however, only to cover full time employees.

SICK LEAVE

The Union proposes that Section 1 of the Sick Leave provisions of the current contract remain the same except that the maximum accumulated sick leave shall be increased from 150 days to 180 days. In addition, the Union proposes that a new provision Section 2 be added to provide for a sick leave bank in the event that an employee uses up his accumulated sick leave. Further the Union requests that Section 3 be modified so that the Chief may, at his discretion, after an employee has been off 2 working days, request a medical certification from any employee for paid sick leave. Lastly, the Union requests the payment for accumulated sick leave to a fireman upon their retirement.

The City resists any increase in the accumulation of sick time, claiming that the 150 maximum days is similar to other bargaining units in the City and resist the Union's proposal for a sick leave bank claiming that the City has no objection to the firefighters voluntarily contributing their unused sick time to

the benefit of another firefighter. Further the City believes that there should be no change in Section 3 claiming that there has been no evidence of abuse by the Chief. Lastly, the City resists payment of accumulated sick leave.

AWARD

Section 1 - No change in the current contract language, accumulated sick leave to remain at 150 days.

Section 2 - The Union's request for a sick leave bank is denied.

Section 3 - The Union's demand is denied.

Section 4 - Payment for accumulated sick leave in the nature of a cash pay-out is hereby denied. This Panel does grant the payment of accumulated sick leave in the nature of individual or family medical insurance coverage upon the retirement of a firefighter.

BEREAVEMENT LEAVE

The City has proposed to reduce the present 3 days leave of absence with full pay to 1 day leave of absence with full pay in the event of the death of an employee's father-in-law, mother-in-law, sister-in-law or brother-in-law. The firefighters have refused the City's proposal.

AWARD

No change in the current contract language.

HOLIDAYS

Section 1 - The firefighters propose that Easter Sunday and Election Day be added to the list of paid holidays and appropriate date changes made to this Section. The City resists any increase in holidays.

Section 2 - The City proposes that they have the option of deciding whether holidays worked shall be paid in cash or in compensatory time off. The firefighters have refused the City's proposal.

Section 3 - The firefighters propose to amend Section 3 to provide that firemen will receive payment for holidays worked, at the rate of time and one-half for hours actually worked. The City resists this change.

AWARD

Section 1 - This Panel awards an additional holiday to the firefighters of Easter Sunday.

Section 2 - No change in the current contract language.

Section 3 - No change in the current contract language.

VACATIONS

The firefighters propose an increase in vacation time. The City resists any increase in vacation.

AWARD

No change in the current contract language.

HOSPITALIZATION INSURANCE

The firefighters propose that the City substitute a Super Blue Family Plan for the present Select Blue Family Plan, and upgrade the present dental plan to a full dental plan. The City proposes to reduce its 100 percent assumption of the cost of said insurance to an assumption of 75 percent of the cost.

AWARD

No change in the current contract language.

GRIEVANCE PROCEDURE

The firefighters propose that the term "grievance" shall include matters relating to the discipline of an employee. The firefighters have refused the City's proposal to delete the word

"or the Union" in Section 1, (1)(b), and to delete Section 1, (5) (arbitration). The firefighters have refused the City's proposal to move a grievance within 5 days to the next step or it will be deemed a withdrawal.

AWARD

It is this Panel's determination that an additional Article be added to the Parties' contract to provide as follows:

Discipline is a prerogative of the department administration except that no firefighter shall be reprimanded in writing, suspended without pay or discharged except for just cause.

Section 1(b) the following shall be added:

If the Union is filing a grievance, they shall designate the agrieved employee or employees.

Step 2 shall be changed as follows:

If the Grievant is not satisfied with the determination at Step 1, he shall present it in writing to the Chief of the Department within 15 days, who shall within 5 days after receipt thereof, make a determination in writing and present a copy to the Grievant and to the Union.

Step 3 shall be changed as follows:

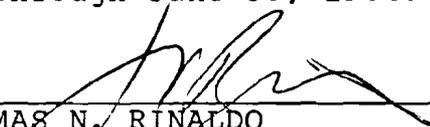
If the Grievant is not satisfied with the determination at Step 2, he shall present his grievance in writing within 15 days of the Step 2 determination with a copy of the Step 2 determination through the Fire Chief to the Fire Commissioner. (The rest of the language shall remain the same).

Step 4 shall be changed as follows:

If the determination at Step 3 is not satisfactory to the Grievant, the Union alone may process the Grievance through arbitration by filing a Demand for Arbitration within 15 days of the Step 3 answer through the Fire Chief to the Fire Commissioner. (The rest of the language shall remain the same.)

TERMS OF CONTRACT

The terms of this Arbitration Award shall be for a two-year period effective July 1, 1982, through June 30, 1984.



THOMAS N. RINALDO
Public Panel Member and Chairman



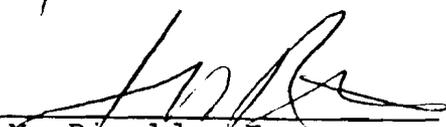
GERALD ROSSETTIE
Employer Panel Member



DONALD E. FAUGHNAN
Employee Organization Panel Member

STATE OF NEW YORK) SS:
COUNTY OF ERIE)

I, THOMAS N. RINALDO, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this Arbitration Award on 11/12/83.



Thomas N. Rinaldo, Esq.
Public Panel Member and Chairman

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

I, GERALD ROSSETTIE, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this Arbitration Award on 1/12/83.

Gerald Rossettie
Gerald Rossettie
Employer Panel Member

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

I, DONALD E. FAUGHNAN, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this Arbitration Award on 1/12/83.

Donald E. Faughnan
Donald E. Faughnan
Employee Organization Panel Member

