

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD, ADMINISTRATOR

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JUL 14 1983

In the Matter of the Interest Arbitration

between

THE CITY OF OSWEGO

and

OSWEGO FIRE FIGHTERS ASSOCIATION  
IAFF LOCAL 2707

AWARD OF THE PUBLIC  
ARBITRATION PANEL

Case No: IA82-46: M82-584

BEFORE Alice B. Grant, Public Panel Member and Chairperson

Marta Anderson, Employer Panel Member

Robert Gollnick, Employee Organization Panel Member

APPEARANCES

For the City: James McCarthy, City Attorney

For the Union: Joseph T. Paeno, Negotiator

A hearing in the above matter was held on July 14, 1983 in Oswego, New York. On July 21, 1983 the Public Arbitration Panel met in Rochester, New York, to examine the evidence and testimony presented at the hearing and to consider this in relation to the following statutory criteria set forth in the Taylor Act:

- 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.

The following is the unanimous award of the Panel made pursuant to the statutory provisions contained in Section 209.4 of the Civil Service Law:

1. The duration of the Agreement is two years, effective from January 1, 1983 to December 31, 1984. All provisions of the Agreement are retroactive to January 1, 1983.

2. Effective as of January 1, 1983 the Fire Fighters will receive a 9% increase.

Effective as of January 1, 1984 the Fire Fighters will receive a 7.75% increase.

3. No change in the present medical insurance provisions.

A committee is to be established to review existing health and dental plans. The committee will consist of two City representatives and two Fire Fighter representatives. The co-chairpersons will be selected by their respective organizations (the City and the Fire Fighters). Representatives of other City units will be invited to participate on the committee if they so desire. No more than two representatives from each unit may serve on the committee. All committee members will be selected by their own organizations.

The committee will make a preliminary report by November 1, 1983. The final report is due by January 30, 1984.

4. Article 11, Section 1.b. (3.) shall be changed in the last line to read, "then said fireman shall receive pay at time and one half."

5. Article 18, Section 1 shall be changed to read, "All employees will be entitled to pay for the eleven (11) holidays a year as follows."

Article 18, Section 3 shall be deleted.

Article 19, Section 2 - Delete "prior to one year 5 working days."

The other provisions remain the same.

6. Article 8 shall be deleted and replaced by the following language:

ARTICLE 8  
GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the applications or interpretations of the Agreement, or any complaint by a Fire Fighter or the Union as to any action or non-action which may violate any right arising out of his or their condition of employment. The City shall not discipline a Fire Fighter without just cause.

- 8.1 Step 1 - All grievances by Fire Fighters and/or the Union and responses to same by the City shall be in writing. The Union shall appoint a grievance committee, hereinafter referred to as the "Committee," and the Committee shall receive, screen, and process all grievances within ten (10) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union.
- 8.2 Step 2 - The Committee shall within five (5) days after screening submit grievances to the city for resolution or written response. The City will respond in writing within fifteen (15) days of receipt of the written grievance.
- 8.3 Step 3 - Arbitration - In the event the grievance is not resolved at the second step, either party may refer the matter for impartial arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Board that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Union. If the City and the Union cannot mutually agree on the choice of an arbitrator within ten (10) working days after receipt of the list from the Public Employment Relations Board, PERB shall by administrative appointment designate an arbitrator.
- 8.4 The arbitrator shall hear the matter on the evidence, and within the meaning of the Agreement and such rules and regulations as may be in effect by the Public Employment Relations Board of the State of New York which may be pertinent, and shall render the award in writing within 30 days. The Arbitrator's Award shall be final and binding upon the parties.
- 8.5 Any steward or officer of the Union required in the grievance procedure to settle disputes and/or appear for any arbitration shall be released from work without loss of pay for such purpose. Any witness employed by the City who is reasonably required to testify shall be made available during working hours without loss of pay.

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

Alice B. Grant

Alice B. Grant, Public Panel Member and Chairperson

Marta S. Anderson

Marta Anderson, Employer Panel Member

Robert Gollnick

Robert Gollnick, Employee Organization Panel Member

STATE OF NEW YORK  
COUNTY OF MONROE

On this 21st day of July, 1983, before me personally came and appeared Alice B. Grant, Marta Anderson, and Robert Gollnick to me known and known to me to be the individuals described in and who executed the foregoing instrument and they acknowledged to me that they executed the same.

Grace M. Spencer

GRACE M. SPENCER  
NOTARY PUBLIC State of N.Y. Monroe Co.  
My Commission Expires March 30, 1985