

**NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD**

IN THE MATTER OF THE :
: **INTEREST ARBITRATION BETWEEN** :
: **SYRACUSE AIRPORT PROFESSIONAL** :
: **FIRE FIGHTERS ASSOCIATION, LOCAL** :
: **1888, INTERNATIONAL ASSOCIATION** :
: **OF FIRE FIGHTERS, AFL-CIO,** :
: **Union,** :
: **-and-** :
: **THE CITY OF SYRACUSE,** :
: **Employer.** :

OPINION AND AWARD

PERB CASE NOS.:
IA97-021 and M97-062

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

JUL 01 1998

CONCILIATION

BEFORE:

PUBLIC PANEL MEMBER AND CHAIRPERSON:

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BACKGROUND FACTS

The Syracuse Airport Professional Fire Fighters Association (hereinafter, the “Union”) and the City of Syracuse (hereinafter, the “Employer”) are signatories to a Collective Bargaining Agreement which expired on June 30, 1997. The Parties engaged in collective negotiations over a number of months regarding wages, hours, and working conditions to be included in a successor written Collective Bargaining Agreement. Although the Parties had reached tentative agreement on certain issues, the ground rules established by the Parties required that all issues had to be resolved in order to have a complete Collective Bargaining Agreement.

On June 5, 1997, the New York State Public Employment Relations Board (hereinafter, “PERB”) appointed Mediator, Ronald Donovan, to help the Parties resolve their impasse. Attempts at mediation were unsuccessful and on August 22, 1997, the Association petitioned PERB to designate a Public Interest Arbitration Panel.

On October 14, 1997, having determined that a dispute continued to exist in the negotiations between the Syracuse Airport Professional Firefighters Association and the City of Syracuse, PERB designated the undersigned Public Arbitration Panel.

Section 209.4 of the Civil Service Law requires the Public Arbitration Panel to hold hearings on all matters relating to the dispute and to make a just and reasonable determination of said dispute. In arriving at such determination, the Panel is mandated to specify the basis of its findings, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with 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.

On March 16, 1997, a hearing was held in the City of Syracuse during which the Panel received evidence regarding the outstanding issues in dispute. The Parties requested the opportunity to submit written post-hearing briefs and reply briefs and dates were established for their submission.

The Panel met in executive session on April 6, 1998.

ISSUES TO BE RESOLVED

The City has offered a 2-year contract with a 1% annual wage increase. For this wage adjustment the City is seeking the following changes: the elimination of restrictive language in the management rights clause; a change in the administrator for the Union's hospitalization/medical plan; an increase in the rate of contributions for medical coverage; elimination of the incentive payment for

employees who drop the City's health insurance plan because they are covered by their spouse's health insurance; imposition of an annual physical agility test; and, the establishment of a drug and alcohol testing program. Lastly, the City wishes to have the ability to select either the PERB Grievance Arbitration Service or the American Arbitration Association, whichever is the more economical for grievance and arbitration procedures.

The Union proposed a 2-year contract providing a 18% total wage increase; the elimination of the presently permitted two-tiered work schedule; an increase in longevity benefits; an increase in holidays and holiday allowance; an increase in the uniform allowance; an increase in the night-shift differential; an increase in vacation for all seniority steps, and a change in the manner in which vacations are charged; an annual EMT bonus; the elimination of the present two-tiered schedule for the accrual of sick leave, and an increase in the maximum number of sick days permitted to be accumulated; an increase in the present annual dental benefit per person cap; an increase in the number of days of paid leave for attendance at Union functions; and a change in the present progressive discipline procedure.

OVERVIEW OF UNIT

There are twenty-five (25) members in the Union, made up of twenty (20) Rescue Firefighters, four Assistant Chiefs, and one (1) First-Assistant Chief. The Unit was created in 1969 pursuant to an amendment to Chapter 6 of the City's charter which established the Department of Aviation and provided that said Department shall "organize and operate a crash rescue and firefighting force." Its headquarters, which is located on the Airport grounds, is staffed 24 hours a day, 7 days a week, by rotating shifts.

The Unit is responsible for providing aircraft crash rescue services for aircraft landing at and departing from the Hancock International Airport. The Unit is also responsible for responding to structural fires prior to arrival by the Syracuse City Fire Department, which has the primary structural fire fighting responsibilities at the Airport. The Unit also responds to aircraft, airfield, and medical emergencies at the Airport; performs safety inspections of Airport facilities and structures; and participates in, and conducts training for, themselves, airline and other Airport employees.

OVERVIEW OF THE CITY OF SYRACUSE AND THE HANCOCK INTERNATIONAL AIRPORT

The City of Syracuse lies within Onondaga County, roughly at the geographic center of New York State, approximately 90 miles east of Rochester and 140 miles west of Albany. As of 1990, the City's population was 163,860 and Onondaga County's population was 468,973.

The City owns and operates the Hancock International Airport (hereinafter, the "Airport") which is located approximately three miles north of the City's limits. The City's Department of Aviation is responsible for, among other things, operating and maintaining the Airport and its buildings, and for conducting negotiations and collecting revenue from Airport leases.

As of 1990, the Airport switched to an Enterprise Fund accounting basis. This means the Airport is a self-sustaining financial entity separate from the City for financial purposes. Rates, user fees, and charges fully support the Airport operations. The City receives no revenue and must not profit from operating the Airport.

Since the Airport still remains within the City's framework of operation, it depends on City personnel in various City departments (engineering, purchasing, police) for maintenance,

improvements, and professional services. However, the City maintains two fire departments: the City's regular fire department staffed by the City firefighters, and the Crash Rescue and Firefighting Force operated by the Department of Aviation.

APPROPRIATE COMPARABLE EMPLOYEE GROUPS

In arriving at a reasonable determination for the resolution of this dispute, this Panel is required to consider, among other statutory criteria, the wages, hours, and conditions of employment of employees performing similar services or requiring similar skills under similar working conditions.

Citing New York State Civil Service Law, PERB and Court decisions, and General Municipal Law, the City argues that the Union's employees do not have the same responsibilities or perform the same duties as City Firefighters. It is the City's position that the best group or class of employees with which to compare this unit are the Firefighters employed at the Greater Rochester International Airport by Monroe County, and the Firefighters employed at the Buffalo International Airport by the Niagara Frontier Transportation Authority.

In 1983, PERB determined that the Syracuse Airport Rescue Firefighters were not members of an organized fire department because they did, "not have the extensive duties of an organized fire department such as making routine inspection of premises with a view in determining hazardous conditions relating to fire; regulation and control of inflammable liquids; inspection of public premises as to proper exits and conditions in complying with state statutes and enforcing the rules and regulations as to occupancy of public places." (See Union Brief, Footnote 3, pages 8 and 9)

In March 1986, the New York Court of Appeals upheld PERB's determination, finding substantial evidence to support PERB's findings, "that the crash rescue unit's duties at the airport

are both narrower and broader than those commonly performed by municipal firefighters. (See Employer's Brief, page 4)

In 1988, the New York State Legislature amended the Taylor Law to create an exception for the Union by affording it compulsory binding interest arbitration as part of its impasse procedure, the same as for municipal police and firefighters.

The Union maintains that its Bargaining Unit is a recognized independent fire department performing similar, if not greater duties, than City Firefighters. Therefore, its members should receive, at a minimum, the same wages and benefits as City Firefighters.

In response to the 1983 PERB decision, the Union points out that PERB did acknowledge that the Syracuse Airport Rescue Firefighters were, in fact, "firefighters." The Union contends that this acknowledgment supports their proposition that its members should be compensated the same, and receive similar benefits as City Firefighters. Moreover, the Union disagrees with PERB's determination that its members do not have the "extensive" duties of an organized fire department, asserting, instead, that its members have more inspection, regulation, and control duties than City Firefighters.

On the other hand, the City maintains that the evidence conclusively establishes that this Bargaining Unit is not an established fire department, neither do its members perform the same duties, nor are they exposed to the same dangers, as City Firefighters.

While the City does not deny that some of the duties performed by the Union's members and City Firefighters are similar, it contends that those similarities do not equate to the same responsibilities or risks regularly experienced by City Firefighters.

The City maintains that the two (2) firefighting units working at the Buffalo and Rochester airports are the most comparable groups of municipal employees to be considered by this Panel in making its decision, and not the firefighting employees of its municipal fire department

In the first interest arbitration that was held between the City and the Union in 1993, Arbitrator Eric Lawson, Jr. tackled the question as to what group of employees constituted the most appropriate basis for a comparison of terms and conditions of employment. Arbitrator Lawson, in a well reasoned decision, stated:

Few would disagree that the most comparable groups of employees to the Crash Rescue Firefighters, as far as the duties they perform and the conditions of their employment, are other firefighters, particularly where identical services are performed. Unfortunately, no such comparable group was identified by either party.

To the almost total exclusion of any other unit of employees, the Union cites City firefighters as those to which the Crash Rescue Firefighters' terms and conditions of employment should be measured. While both the Crash Rescue Firefighters and City firefighters perform primarily firefighting duties and by this standard are probably more appropriately compared with each other than a comparison with police or non-security employees, the match is nevertheless imperfect.

By the Union's own description, City firefighters perform different services, meet different civil service requirements and respond to calls which may present uniquely different circumstances than are required of or faced by the Crash Rescue Firefighters here. The significance of these differences and the most limited duties performed by airport fire fighting crews lay behind PERB's decision in 1983 to exclude them from the Taylor Law's compulsory binding arbitration requirements. While the law extending arbitration to the Crash Rescue Firefighters rendered moot the refusal of PERB to administratively extend the binding arbitration provisions that statutory enactment did not also per se, make the two groups any more similar with regard to the duties they perform, to the conditions of their employment, to the hazards of employment, to the physical qualifications of the job, to the educational qualifications, to the mental qualifications or to the job training and skills than existed prior to the legislative enactment.

The Union offered evidence in support of their contention that the range of Firefighter duties, the types of emergencies they may be asked to respond to and other criteria are equal to or greater than similar duties for City

firefighters. The fact is however, that City firefighters may be pressed into service in situations which are unlikely to ever be faced by airport firefighters. Accidents involving rail road cars carrying toxic chemicals, factory fires involving the threat of explosion and/or the collapse of large buildings, fires in multi-storied buildings, in fuel and chemical refineries, storage facilities, and at public facilities accommodating large numbers of persons create situations at least as perilous to those responding to the emergency as may be [sic] faced at the airport.

Also of relevance to these comparisons is the fact that City firefighters respond to a significantly larger number of calls than do airport firefighters, even though a portion of these calls may be false alarms, or calls requiring limited service. (No figures were offered to show the number of false alarms, or non-crisis calls received at the airport, See Table V)

Surely comparability exists [sic] between Crash Rescue Firefighters and the City firefighting unit, but the comparison is not exclusive.

[See Joint Exhibit No. 2].

Two years later, in the second interest arbitration proceeding involving this unit, Arbitrator I. Leonard Seiler, Esq. rejected the City's argument that any salary increase for the Airport firefighters should only be proportional to the salary increases awarded to the City firefighters and to airport firefighters in Rochester and Buffalo. Instead, his salary award of six (6) percent and five percent (5) increases for 1995 and 1996, respectively, was intended to address the disparity with the City Firefighters and bring the total salaries "more in line with those of Crash Rescue Firefighters of Buffalo and Rochester." (See Joint Exhibit 3, pages 9 and 10; and, Union rebuttal letter, dated March 26, 1998, page 3.) However, Arbitrator Seiler did not clearly define what group of employees he was using for a comparison.

This Panel has carefully reviewed the duties performed by the members of this Bargaining Unit with those duties performed by City Firefighters and has found that, while many of the duties are similar, this Unit's employees are not exposed to the same hazards, with the same frequency, as are City Firefighters. City Firefighters are pressed into service with considerable regularity to fight

fires and to respond to other related emergencies. The daily stress associated with fighting fires on a City-wide basis and responding to other related emergencies are considerable.

Accordingly, this Panel concurs with Arbitrator Lawson's conclusion that, "while this Unit can be compared to the City's Firefighting Unit, such comparison is not exclusive." Nevertheless, It is important to note that this assessment is not intended to diminish the work performed by the Union's employees.

Therefore, this Panel will give considerable weight, for comparison, to the wages and other terms and conditions of employment of the Crash Rescue Workers employed at the municipal airports servicing the Buffalo and Rochester metropolitan areas. Those employee bargaining units, as evidenced by their job descriptions, perform similar services, under similar working conditions, in cities comparable to the City of Syracuse. (*See* City Brief, Exhibit A). However, consistent with mandated statutory criteria, this Panel will also certainly consider the wages and benefits of the City's other employee groups, which includes the City Firefighters, in making its determinations to resolve the instant dispute between the Parties.

FINANCIAL ABILITY OF THE PUBLIC EMPLOYER TO PAY

In arriving at it's determination, this Panel is required to consider, among other statutory criteria, the financial ability of the public employer to pay any wage increase, as well as the interest and welfare of the public.

In 1990, the City created the Airport Enterprise Fund, an independent self-sustaining financial entity to generate revenue and recover the cost of providing Airport services to the general public. Therefore, an examination of the City's ability to pay any salary or benefit increases must necessarily focus on the financial stability of the Enterprise Fund, and not on the general resources of the City.

The Union contends that the Airport's Enterprise Fund has adequate resources to support the salary and other benefit increases it has proposed. Because the Enterprise Fund can pass on their expenses to the users of the Airport, the ability to pay should not be a serious impediment to fund the salary and benefit adjustments proposed by the Union.

According to the Union, the retained earnings of the Enterprise Fund grew from \$7,644,749 as of June 30, 1994, to \$13,450,158 as of June 30, 1997-- a 75.5% increase. Additionally, total fund equity was \$40,626,586 as of June 30, 1994 and \$42,234,629 as of June 30, 1997 -- a 4% increase.

The Union submitted the following statement of operating revenues and expenses for the years ended June 30, 1994, and June 30, 1997:

TABLE X

COMPARISON OF ENTERPRISE FUND'S OPERATING REVENUES AND EXPENSES

<u>OPERATING REVENUES</u>	<u>1993-1994</u>	<u>1996-1997</u>
Landing Fees	\$ 1,251,736	\$ 2,119,965.47
Parking Fees	\$ 3,206,056	\$ 3,459,022.37
Terminal Rents	\$ 5,446,480	\$ 6,389,919.48
Concession and Other	\$ 3,757,756	\$ 4,404,430.41
Miscellaneous	\$ <u>59,512</u>	\$ <u>43,398.50</u>
TOTAL OPERATING REVENUES	\$15,021,540	\$16,416,736.23
<u>OPERATING EXPENSES</u>		
Costs of Service	\$ 5,715,454	\$ 5,580,485.93
Administration	\$ 3,453,110	\$ 4,461,561.54
Depreciation and Amortization	\$ 7,015,046	\$ 6,413,504.18
Airline Distribution Expense	\$ 335,022	(\$ 61,875.00)
Uncollectible Accounts Receivable	\$ <u>0*</u>	(\$ <u>210,089.61</u>)
TOTAL OPERATING EXPENSES	\$16,518,632	\$16,603,766.26
OTHER INCOME	(\$ 1,497,092)	(\$ 187,030.03)

*The six-month transition period balance sheet contained no entry for this item.
[See Union's Brief, page 46].

According to the Union, the above data demonstrates that, while total operating expenses increased by only \$84,134 between June 30, 1994, and June 30, 1997, total operating revenues increased by \$1,395,196. Consequently, the operating income decreased by only \$187,030 as of June 30, 1997.

It is the Union's position that the stability of the Enterprise Fund will not be significantly affected, even if this Panel were to grant the entire salary and benefit package it has proposed.

The City points out that the goal of the Airport Enterprise Fund is to recover the cost of providing Airport services to the general public through the imposition of user charges rather than through any other unrelated City revenue sources. Only operating revenues derived from unrestricted sources are available for the operation, maintenance, and administration of the Airport. These revenue sources are primarily comprised of landing fees, apron fees, rents, concessions, parking garage charges, and land leases. Non-operating revenues derived from restricted sources can only be used for capital improvements and equipment. Federal law requires the City to manage unrestricted and restricted funds separately.

The City contends that an examination of the its ability to pay any salary increase must necessarily focus upon the operating revenues derived from unrestricted sources, and has introduced the following income statements for the last three (3) years in order for this Panel to gain a prospective of the revenue and expense trends, and, ultimately the City's financial ability to pay any unanticipated expenses resulting from an arbitration award:

**CITY OF SYRACUSE
AIRPORT ENTERPRISE ACCOUNT
INCOME STATEMENT
FOR THE PERIOD OF 07/01/94 THROUGH 06/30/95**

OPERATING REVENUES:

Landing Fees	2,364,764.01
Parking	3,136,598.84
Terminal building	5,992,245.06
Concession & Other	3,945,491.75
Misc. revenue	<u>44,402.67</u>

TOTAL OPERATING REVENUES **15,483,502.33**

OPERATING EXPENSES:

Cost of service	5,370,710.71
Administration	3,708,374.14
Depreciation and Amortization	7,136,233.10
Airline Distribution Exp.	<u>323,588.00</u>

TOTAL OPERATING EXPENSES: **16,538,905.95**

OPERATING INCOME **(1,055,403.62)**

NONOPERATING REVENUES (EXPENSES)

Federal and State Grants	0.00
Interest income unrestricted	471,436.71
Interest income restricted	425,616.05
Interest expense	(2,934,288.72)
Gain on Sale of Asset	251,318.73
Recovery of Bad Debts	5,113.88
Gain on Sale of Investment	69,864.13
Extraordinary Loss	<u>0.00</u>

TOTAL NONOPERATING REVENUES (EXPENSES) **(1,710,939.22)**

NET INCOME (LOSS) **(2,766,342.84)**

ADD: depreciation on fixed assets acquired with federal & state capital grants **2,912,239.19**

INCREASE IN RETAINED EARNINGS **145,896.35**

RETAINED EARNINGS - beginning of the year **7,665,348.64**

Adjustment to Retained Earnings **242,081.01**

RETAINED EARNINGS - end of year **8,053,326.00**

CONTRIBUTED CAPITAL - beginning of year **32,961,836.98**

ADD: Capital grants (change in cc grants)	2,525,304.56
LESS: depreciation	(2,912,239.19)
adjustment to city cash capital	<u>0.00</u>

CONTRIBUTED CAPITAL - end of year **32,574,902.35**

EQUITY - end of year **40,628,228.35**

**CITY OF SYRACUSE
AIRPORT ENTERPRISE ACCOUNT
INCOME STATEMENT
FOR THE PERIOD OF 07/01/95 THROUGH 06/30/96**

OPERATING REVENUES:

Landing Fees	2,101,886.75
Parking	3,251,264.19
Terminal building	4,230,000.76
Concession & Other	6,184,252.34
Misc. revenue	<u>4,892.39</u>

TOTAL OPERATING REVENUES **15,772,216.43**

OPERATING EXPENSES:

Cost of service	5,640,601.29
Administration	4,027,531.81
Uncollectible Accts Rec Exp	2,530.70
Depreciation and Amortization	6,856,327.62
Airline Distribution Exp.	<u>291,650.00</u>

TOTAL OPERATING EXPENSES: **16,818,641.42**

OPERATING INCOME **(1,046,424.99)**

NONOPERATING REVENUES (EXPENSES)

Federal and State Grants	0.00
Passenger Facility Charges	1,979,843.95
Interest income unrestricted	571,498.75
Interest income restricted	368,095.59
Interest Expense	(2,895,199.93)
Gain on Sale of Asset	435,145.13
Recovery of Bad Debts	0.00
Gain on Sale of Investment	154,425.61
Loss of Sale of COPS	<u>(13,781.25)</u>

TOTAL NONOPERATING REVENUES (EXPENSES) **620,328.05**

NET INCOME (LOSS) **(446,396.94)**

**ADD: depreciation on fixed assets acquired with federal
& state capital grants** **2,943,546.83**
INCREASE IN RETAINED EARNINGS **2,497,149.89**

RETAINED EARNINGS - beginning of the year **8,053,326.00**
Adjustment to Retained Earnings **0.93**

RETAINED EARNINGS - end of year **10,550,476.12**

CONTRIBUTED CAPITAL - beginning of year **32,574,902.35**

ADD: Capital grants (change in cc grants) **780,036.83**
LESS: depreciation **(2,943,546.93)**
adjustment to city cash capital **0.00**

CONTRIBUTED CAPITAL - end of year **30,411,392.35**

EQUITY - end of year **40,991,888.47**

**CITY OF SYRACUSE
AIRPORT ENTERPRISE ACCOUNT
INCOME STATEMENT
FOR THE PERIOD OF 07/01/96 THROUGH 06/30/97**

OPERATING REVENUES:

Landing fees	2,119,965.47
Parking	3,459,022.37
Terminal building	6,389,919.48
Concession & Other	4,404,430.41
Misc. Revenue	<u>43,398.50</u>

TOTAL OPERATING REVENUES **16,416,736.32**

OPERATING EXPENSES:

Cost of service	5,580,485.93
Administration	4,461,561.54
Uncollectible Accts Rec Exp	210,089.61
Depreciation and Amortization	6,413,504.18
Airline Distribution Exp.	<u>(61,875.00)</u>

TOTAL OPERATING EXPENSES: **16,603,766.26**

OPERATING INCOME **(187,030.03)**

NONOPERATING REVENUES (EXPENSES)

Federal and State Grants	0.00
Passenger Facility Charges	2,624,045.41
Interest income unrestricted	550,881.66
Interest income restricted	745,386.30
Interest Expense	(3,905,733.35)
Gain on Sale of Asset	72,758.97
Recovery of Bad Debts	0.00
Gain on Sale of Investment	0.00
Loss on Sale of COPS	<u>(158,775.32)</u>

TOTAL NONOPERATING REVENUES (EXPENSES) **71,436.33**

NET INCOME (LOSS) **(258,466.36)**

**ADD: depreciation on fixed assets acquired with federal
& state capital grants** **2,833,245.47**

INCREASE IN RETAINED EARNINGS **2,574,779.11**

RETAINED EARNINGS - beginning of the year **10,550,476.12**
Adjustment to Retained Earnings **324,902.73**

RETAINED EARNINGS - end of year **13,450,157.96**

CONTRIBUTED CAPITAL - beginning of year **30,411,392.35**

ADD: Capital grants (change in cc grants) **1,206,324.24**
LESS: depreciation **(2,833,245.47)**
adjustment to city cash capital **0.00**

CONTRIBUTED CAPITAL - end of year **28,784,471.12**

EQUITY - end of year **42,234,629.08**

The City maintains that the unrestricted operating income continues to run at a deficit. However, the size of the deficit has decreased significantly from \$1,055,403.62 in 1994-95 to \$187,030.03 in 1996-97. The City contends that, even with this decreasing deficit, the signatory airlines have only agreed to support a 1% annual salary increase for the Union's membership.

According to the City, looming on the near horizon is the news that the freight carriers who have not been signatories to the Airport Use and Landing Agreements, thereby causing them to pay the non-signatory rate for landing fees, are poised to execute said Agreements for the first time. These new agreements will be retroactive to July 1, 1994, which means they will not only be entitled to preferred signatory landing fees, but that they will receive credits for the preferred rate retroactive to July 1, 1994. Thus, the Airport Enterprise Fund is going to be hit with a major reduction in its landing fee revenues, resulting in a larger deficit for the next fiscal year.

There is little question that a comparison of the Enterprise Fund's operating revenues and expenses for the years 1993 through 1997 shows a decreasing deficit with a corresponding increase in retained earnings. Additionally, total fund equity increased by 4%. While the above data supports the conclusion that the Enterprise Fund is financially sound, this Panel recognizes that it is not a limitless source of revenue to support a wage and benefit adjustment, as suggested by the Union.

Therefore, in awarding any wage and benefit package, this Panel must consider not only the operating needs of the Airport but the concerns of the Carriers who pay landing fees based on the Airport's operating expenses.

DURATION OF AWARD

Civil Service Law Section 209.4(c)(VI) limits the duration of an interest arbitration award to a maximum of two years.

Both Parties agree that this Panel should impose a two (2) year award covering the period July 1, 1997, through June 30, 1999.

AWARD

Because both Parties concur that a 2-year award is appropriate, this Panel's award will cover a 2-year period commencing July 1, 1997, and running through June 30, 1999.

WAGES

Union's Proposal

Six percent (6%) increase effective July 1, 1997.

Six percent (6%) increase effective July 1, 1998.

Six percent (6%) increase effective June 30, 1999.

City's Offer

One percent (1%) increase effective July 1, 1997.

One percent (1%) increase effective July 1, 1998.

Union's Position Regarding Wages

The Union asserts that, even if this Panel were to award the requested 18% salary increase, their members would still be paid below the City's Firefighters. For example, if the Union's salary increases are awarded, as of June 30, 1999, Assistant Chiefs would still be paid up to 17.3% less than City District Chiefs.

Moreover, if City Firefighters receive a 3% raise for each of the years 1998 and 1999, Syracuse Airport Rescue Firefighters would still be paid up to 4% less than City Firefighters; and, Assistant Chiefs would still be paid up to 24.4% less than City District Chiefs.

The Union maintains that its proposal of an 18% pay raise would cost the City's Enterprise Fund a "modest" increase of \$150,016.

In support of its proposal for wage increases, the Union submitted the following comparison of base salaries of the Syracuse Airport Firefighters with those of City Firefighters:

TABLE II
COMPARISON OF CURRENT BASE SALARIES
AS OF NOVEMBER 1, 1997

City Firefighter		Airport Crash Rescue Workers		
Step	Amount	Amount		Difference
1	\$32,194	\$27,576		\$4,618
2	\$35,304	\$32,407		\$2,897
3	\$36,473	\$33,541		\$2,932
4	\$37,629	\$34,669		\$2,960
5	\$39,082	\$35,994		\$3,088
City District Chiefs/Deputy Chief		Airport Crash Rescue Assistant Chiefs/1st Assistant Chief		
Step	Amount	Step	Amount	Difference
Dist. Chief	\$50,567	1	\$36,431	\$14,136
Dist. Chief	\$50,567	2	\$37,698	\$12,869
Dist. Chief	\$50,567	3	\$38,825	\$11,742
Dist. Chief	\$50,567	4	\$39,958	\$10,609
Dist. Chief	\$50,567	5	\$41,279	\$ 9,288
Deputy Chief	\$62,421	1st Asst. Chief	\$43,343	\$19,078

The Union maintains that the above table clearly demonstrates that the City currently pays its Airport Rescue Firefighters between 8.9% and 16.7% less than the salary paid to the City Firefighters. Furthermore, the City currently pays its Airport Rescue Assistant Chiefs between 22.5% and 38.8% less than that provided to the City District Chiefs; and its First Assistant Chief 44.4% less than a City Deputy Chief.

The Union asserts that the salaries awarded to its employees should be comparable to the salaries paid to the City Firefighters for the following reasons:

(a) The firefighting hazards faced by the Airport Rescue Firefighters are identical to the firefighting hazards faced by the City firefighters.

(b) The qualifications, job training, and skills possessed by the Airport Rescue Firefighters are greater than the qualifications, job training, and skills possessed by the City firefighters.

(c) The functions performed by the Airport Rescue Firefighters are identical to the functions performed by the City firefighters.

(d) The cost of living for both groups of employees is the same; however, the Airport Rescue Firefighters are required to live within the City limits, which limits their abilities to live in less costly areas.

(e) The cost to the City of closing the gap in pay between the City Firefighters and the Airport Rescue Firefighters would be minimal: \$150,116.

It is the Union's position that the City's Firefighters should not be paid substantially higher than the salaries paid to its members who are also employed by the City as Firefighters, albeit in a different location, the City Airport.

The Union maintains that their salary request is reasonable and should be awarded for the following reasons:

(a) Its members must continually and constantly face exposure to the hazards of firefighting.

(b) Its members possess significant and unique qualifications, job training, and skills, which are absolutely necessary to protect the public.

(c) The economic benefits provided by the City to its Union members should be comparable to the economic benefits provided to the City firefighters because, among other things, the financial condition of the City's Enterprise Fund is such that it can afford to pay the Union's salary demands.

(d) No other group of City employees, with the exception of the City firefighters and perhaps the police, have the same significance or impact upon the general public and safety as do the Association members employed by the City.

The City's Position Regarding Salary

The City contends that their proposed 1% wage increase per year will continue the Syracuse Airport Professional Firefighters as the highest paid Airport Crash Rescue workforce among their counterparts in Buffalo and Rochester. The City submits the following table to compare the top step salary of City Airport Professional Firefighters with the top salaries of Crash Rescue Workers employed at the Rochester and Buffalo Airports:

**TOP STEP
AIRPORT CRASH RESCUE WORKERS
GROSS WAGE INCREASE COMPARISONS**

YEAR	MONROE COUNTY ROCHESTER SALARY/%/ EFF. DATE	BUFFALO (NFTA) SALARY/%/ EFF. DATE	CITY OF SYRACUSE SALARY/ % /EFF. DATE
1990	\$29,299 5% 1/1/90	\$27,908 4.5% 4/1/90	\$25,734 5.34% 1/1/90
1991	\$30,471 4% 1/1/91	\$29,164 4.5% 4/1/91	\$28,071 5.0% 1/1/91
1992	\$31,842 4.5% 1/1/92	\$30,476 4.5% 4/1/92	\$29,615 5.5% 1/1/92
1993	\$33,434 5.0% 1/1/93	\$31,695 4.0% 4/1/93	\$31,096 5.0% 1/1/93
1994	\$33,434 0% 1/1/94	\$32,963 4.0% 4/1/94	\$32,340 4.0% 6/1/94
1995	\$34,437 3.0% 1/1/95	\$34,281 4.0% 4/1/95	\$34,280 6.0% 7/1/95
1996	\$35,298 2.5% 1/1/96	\$34,281 No Agreement (Impasse)	\$35,994 5.0% 7/1/96
1997	\$36,286 2.8% 1/1/97	\$34,281 No Agreement (Impasse)	No Agreement (Impasse)

The City also points out that the cost of living in the cities of Rochester and Buffalo is higher than that in Syracuse. According to the *Places Rated Almanac for 1997*, the cost of living index for Buffalo is 37.98, Rochester is 35.01, and Syracuse is 46.58, with the lower the numerical index, the higher the cost of living. (See, City Brief, page, 10).

The City also submitted statistical comparisons of the volume of responses to alarms and emergencies of this Unit with the Crash Rescue Workers employed at the Rochester and Buffalo airports.

According to the City, for the years 1996 and 1997, aircraft emergencies comprise 16.5% of the alarms in Syracuse, 14.5% in Rochester, and approximately 20% in Buffalo. During the same period, fire/hazmat/fuel spills comprised 14% of the alarms in Syracuse, 17% in Rochester, and 10% in Buffalo. Likewise, fire alarms made up 18.5% of the alarms in Syracuse, 35.5% in Rochester, and

about 10% in Buffalo. Finally, medical emergencies resulted in 36.5% of the alarms in Syracuse, 33% in Rochester, and 60% in Buffalo.

DISCUSSION

In arriving at its determination, this Panel cannot disregard the fact that the City of Syracuse Airport Professional Firefighters are presently enjoying higher wages than Crash Rescue Workers employed at the Rochester and Buffalo airports. While, admittedly, their salaries are below that of the City's Firefighters, this Panel, as noted above, has not accepted the City's Firefighters as the exclusive comparable employee group for purposes of deciding a fair wage adjustment.

Nevertheless, this Panel is not prepared to accept the 1% pay raise proposed by the City as a reasonable wage adjustment for the services performed by this Unit. An Airport Crash Rescue Worker must have the physical agility, strength and stamina to perform hazardous duties, often under very demanding and stressful conditions. In addition the job requires specific knowledge and skills to respond to airport crash rescues and other related emergencies.

However, this Panel does not accept the Union's proposal for salary increases totaling 18%, finding it to be excessive in comparison to the wages paid to the Crash Rescue Workers employed at the Buffalo and Rochester airports. Moreover, a 6 % increase per year would also be way above the average state-wide reported public sector wage settlements, including police and fire units, which this Panel must consider, as well, in fashioning an appropriate award.

Therefore, this Panel believes that a wage adjustment greater than the 1% per year offered by the City, but less than the Union's proposed 18% total wage increase, will represent a fair wage adjustment considering other comparable employee groups, and reported wage settlements for

municipal employee groups, in general, and will not jeopardize the capital or operating cost requirements of the Airport Enterprise Fund.

AWARD

An award representing a wage adjustment equaling **3.5% for 1997-98** and **3.5% for 1998-99** represents a fair wage increase and will continue to keep this unit as the highest paid crash rescue workforce among the Cities of Rochester and Buffalo.

HOURS OF WORK

Union's Proposal

Under Section 4.1 of the expired Labor Agreement, employees hired after January 1, 1986, may be placed on a non-continuous, 8-hour shift schedule, averaging 40 hours per week, during periods of heightened Airport activity.

The Union requests that paragraph 4.1 be eliminated, so that employees hired after January 1, 1986, will be treated the same for scheduling purposes as employees hired before that date.

City's Proposal

No change in the current contract language.

Union's Position Regarding Hours of Work

The Union contends that there is no urgent operational need to discriminate against employees hired after January 1, 1986, for scheduling purposes. Fairness dictates that all Union employees receive the same treatment.

City's Position Regarding Hours of Work

The City opposes the elimination of this provision which was placed in the contract as a result of collective negotiations. Eventually, when employees with seniority dates prior to January 1, 1986, retire from service, all the workforce will be governed by this provision and the City will be able to efficiently utilize its manpower to meet its operational needs in the peak volume periods at the Airport.

DISCUSSION AND AWARD

In previous negotiations, the City had obtained the right to deploy employees hired after January 1, 1986, on a non-continuous 8-hour shift schedule averaging 40 hours per week. Eventually, as employees hired prior to January 1, 1986, retire, all employees will be subject to the non-continuous 8-hour shift schedule.

This Panel finds no compelling justification why this provision should be changed or eliminated at this time.

AWARD

No change in current contract language.

LONGEVITY

The Union's Proposal

Effective July 1, 1997:

10 years	\$750
15 years	\$900
20 years	\$1,100
25 years	\$1,500
30 years	\$1,750

City's Proposal

No change in current contract language.

Union's Position Regarding Longevity

Under Section 6.3 of the expired Labor Agreement, each firefighter of the Unit is entitled to receive longevity payments in the amounts of \$425, \$675, and \$925 after 10, 15, and 20 years of service.

The Union acknowledges that the longevity currently paid to their members is higher than that paid to the City's Firefighters. The Union argues that, even if this Panel were to award its requested 18% salary increase, this will not rectify the inequity in the base salaries of the City Firefighters and the Airport Rescue Firefighters, even assuming the City Firefighters are granted only 3% raises in 1998 and 1999.

The Union submitted the following justification for an adjustment to be made to the longevity payment schedule:

a) Its members are paid substantially below that of the City's Firefighters, although the qualifications, job training, and skills are identical if not greater than that of the City's firefighters.

(b) The cost of living is the same for Airport Rescue Firefighters and City Firefighters, however, the Airport Rescue Firefighters are required to live within the City's limits.

(c) The financial condition of the City's Enterprise Fund does not prevent it from paying such increases.

The Union also contends that an adjustment in longevity payments will provide an incentive for its members to continue to work as Airport Rescue Firefighter rather than transfer into other firefighting units. This would be beneficial to the City because of the high cost of training recruits to replace veteran employees and the City would lose valuable experienced employees.

City's Position Regarding Longevity

The City opposes the Union's proposal because the current longevity bonus schedule already exceeds that of the Airport Crash Rescue Workers at the Rochester airport, and is not far behind

payments made to Crash Rescue Workers employed at the Buffalo airport. The City submitted the following chart for this Panel's consideration:

CRASH RESCUE COMPARABLE

<u>SYRACUSE</u>	<u>ROCHESTER</u>	<u>BUFFALO</u>
10 yrs \$425	10 yrs \$350	7 yrs \$500
15 yrs \$675	15 yrs \$425	11 yrs \$700
20 yrs \$925	20 yrs \$525	15 yrs \$900
25 yrs \$1,100	25 yrs \$625	20 yrs \$1,100

DISCUSSION AND AWARD

The above data establishes that longevity payments made to this Unit exceed payments made to the Airport Crash Rescue Workers employed at the Rochester airport and is quite comparable to payments made to those employed at the Buffalo airport. Longevity payments to this Unit also exceed payments made to City Firefighters.

The following table submitted by the Union demonstrates that this Unit's longevity payments exceed that of City Firefighters:

TABLE XVI
LONGEVITY PAY

<u>CITY</u>	<u>AFTER</u> <u>5 YEARS</u>	<u>AFTER</u> <u>10 YEARS</u>	<u>AFTER</u> <u>15 YEARS</u>	<u>AFTER</u> <u>20 YEARS</u>	<u>AFTER</u> <u>25 YEARS</u>	<u>AFTER</u> <u>30 YEARS</u>
Syracuse City Firefighters	0	200.00	400.00	600.00	800.00	1,000.00
Airport Crash & Rescue Firefighters	0	425.00	675.00	925.00	1,100.00	-----

Based on the above, this Panel will not award any adjustment to the current schedule of payments. If longevity payments represent an incentive for employees to continue working at the Airport, the current level of payments appears sufficient to accomplish this desired outcome.

NIGHT SHIFT DIFFERENTIAL

Union's Proposal

The Union is proposing to amend Section 5.7 of the Collective Bargaining Unit to increase the night shift differential payment from twenty cents (\$.20) per hour to forty cents (\$.40) per hour.

City's Proposal

No change in current contract language.

Union's Position Regarding the Night Shift Differential

Although the current night shift differential payment is the same as that of the City Firefighters, the Union contends the increased payment will help make up for the disparity of the base salaries between the two Units.

City's Position Regarding the Night Shift Differential

The City is opposed to increasing the current night shift differential payment which, it points out, was just increased from fifteen cents (\$.15) per hour, effective July 1, 1996. According to the City, the Airport Rescue Workers that work at the Buffalo airport receive no night shift differential, while at the Rochester airport, the night shift differential is sixty-five cents (\$.65) per hour. Although

the differential in Rochester is higher, the base salary for Syracuse Airport Professional Firefighters is higher.

DISCUSSION AND AWARD

This Panel is not persuaded that the night shift differential should be increased. The current night shift differential is equal to that paid to the City Firefighters and exceeds that of the Buffalo airport employees, who receive no night shift differential at all. It is this Panel's opinion that the current night shift premium payment of twenty cents (\$.20) per hour is a fair wage adjustment for those employees who are inconvenienced by having to work the night shift.

HOLIDAY PAY

Union's Proposal

The Union is requesting that the number of holidays be increased from thirteen (13) to fourteen (14). The Union is also requesting that members be paid at one and one-half (1 1/2) times the regular rate for hours actually worked on a scheduled holiday.

City's Proposal

No change in the current contract language.

Union's Position Regarding Holiday Pay

Although the Union acknowledges that they receive the same number of holidays as the City Firefighters, it contends that an increase in this benefit will offset some of the other inequities that exist between the benefits received by the Union and those received by the City Firefighters.

The Union also asserts that its members should be paid at one and one-half (1 1/2) times their regular rate of pay for hours actually worked on a scheduled holiday, a benefit that the City's Firefighters currently receive.

City's Position Regarding Holiday Pay

The City opposes these economic items claiming that they represent excessive fringe benefits. According to the City, any adjustment made to holiday pay will place the Syracuse Airport Professional Firefighters beyond what the other comparable bargaining units are granted, as demonstrated in the following table:

<u>CRASH RESCUE COMPARABLE</u>		
<u>SYRACUSE</u>	<u>ROCHESTER</u>	<u>BUFFALO</u>
13 holidays	13 holidays	14 holidays
holiday/straight time	holiday/6 hr pay	holiday + time worked straight time

DISCUSSION AND AWARD

This Panel is not persuaded that there should be any increase in holidays. Nevertheless, it does accept the Union's proposition regarding actual work performed on a holiday. Therefore, when employees are required to work a holiday, they shall receive, in addition to their holiday pay, a premium of one and one-half times their regular rate for having to work the holiday. This change will be prospective only, effective July 1, 1998.

UNIFORM ALLOWANCE

Union's Proposal

The Union is requesting that the annual uniform allowance be increased from \$750 to \$850.

City's Proposal

No change in the current contract language.

Union's Position Regarding Uniform Allowance

The Union asserts that, although its members are currently paid a higher uniform allowance than the City Firefighters, the proposed increase is necessary to offset some of the other inequities that exist between the benefits received by its members and those received by the City Firefighters.

City's Position Regarding Uniform Allowance

The City opposes any increase in the current annual allowance for uniforms, contending that said benefits had just recently been increased from \$700 to \$750, effective July 1, 1996. According to the City, Syracuse Airport Professional Firefighters receive a better or comparable allowance for their uniforms, as compared to the allowance granted to airport employees at the Buffalo and Rochester airports, submitting the following table for this Panel's consideration:

CRASH RESCUE COMPARABLE

SYRACUSE

\$750.00

ROCHESTER

(supplied)

BUFFALO

\$549.00 (uniform allowance)

\$251.00 (cleaning)

DISCUSSION AND AWARD

This Panel is not persuaded that there should be any adjustment to this benefit. The present allowance appears adequate to compensate the Union's members for any costs associated with purchasing or maintaining a uniform. Moreover, the current amount compares favorably with the comparable units at the Buffalo and Rochester airports.

VACATION

Union's Proposal

The Union is requesting that the vacation allowance be increased by two (2) days per seniority step and that its vacation be scheduled in 8-hour increments.

City's Proposal

No change in the current contract.

Union's Position Regarding Vacation Leave

The Union submitted the following schedule to demonstrate that its members' vacation entitlement is not comparable with that of the City Firefighters:

TABLE XX

**VACATION ALLOWANCE
(in hours)**

	<u>6 mos</u>	<u>1+ yrs</u>	<u>5+ yrs</u>	<u>15+yrs</u>	<u>20+yrs</u>	<u>25+yrs</u>
CITY FIREFIGHTERS	48	120	144	184	184	184
AIRPORT FIREFIGHTERS	40	80	120	160	184	192

The Union is also requesting that its members have the opportunity to schedule their vacation time in less than “blocks” of forty-eight hours (six (6) days). Currently, vacation must be taken in “blocks” of forty-eight (48) hours until an employee’s remaining vacation time is less than a forty-eight hour (48) block. The Union claims that its employees are severely disadvantaged by not being allowed to take vacation time in eight (8) hour shifts.

It is the Union’s position that if this request is granted, its members’ vacation allowances will be similar with that granted to City Firefighters, both in terms of the vacation time allotted and in the flexibility in scheduling vacation time.

City’s Position Regarding Increased Vacation Benefits

The City is opposed to any adjustment in vacation benefits, citing that the vacation entitlement for steps 20 and 25 years or more, just recently became effective on July 1, 1996. According to the City, the following chart summarizes the vacation benefits granted to employees employed by the Rochester and Buffalo airports:

CRASH RESCUE COMPARABLE

SYRACUSE

1-4 yrs = 80 hrs

5-14 yrs = 120 hrs

15+ yrs = 160 hrs

20 yrs = 184 hrs

25 yrs = 192 hrs

ROCHESTER

1-2 yrs = 10 days

3-8 yrs = 17 days

9-14 yrs = 18 days

15 yrs = 24 days

BUFFALO

1st yr - 13 days
ea. add. yr, 1 day

8-11 yrs = 20 days

12-16 yrs = 21 days

17-21 yrs = 22 days

22-26 yrs = 23 days
27-31 yrs = 24 days

The City is also opposed to allowing employees to take vacation time in eight (8) hour shifts rather than the current practice of scheduling in blocks of forty-eight (48) hours.

DISCUSSION AND AWARD

This Panel is not persuaded that there should be an increase in the vacation allowance. Vacation time, as pointed out by the City, was just increased by the addition of steps 20 and 25 yrs.

This Panel will grant the Union's request to allow employees more flexibility in scheduling their vacation by allowing them to schedule a portion of their vacation in less than forty-eight (48) hour blocks. However, this Panel is not prepared to allow employees to take their entire vacation in eight (8) hour blocks. Rather we will require employees to first schedule two (2) forty-eight blocks of vacation, before they can take their remaining vacation in eight (8) hour increments.

SICK LEAVE BENEFITS

Union's Proposal

The Union is requesting that the maximum allowable accumulation of sick leave be increased to two hundred (200) days.

City's Proposal

No change in the current contract language.

Union's Position Regarding Sick Leave Benefits

The Union contends that, although the City Firefighters receive fewer hours of sick leave than its members, City Firefighters are also charged with less sick leave because they are allowed to accumulate sick leave in hour increments to a maximum of 1,040 hours. For example if one of the Union's members was to take 4 sick days off during his or her normal rotation, he or she would be charged with six (6) sick leave days. If a City Firefighter were to take four (4) sick days off during his normal rotation, he or she would only be charged with four (4) sick leave days.

City's Position Regarding Sick Leave Benefits

The City is opposed to the Union's proposal, contending that any increase in this provision would represent excessive sick leave benefits in relation to the sick leave benefits of the other

comparable units at the Buffalo and Rochester airports. The following comparison was submitted by the City:

CRASH RESCUE COMPARABLE

SYRACUSE

1 1/4 days/mo.
(pre 9/30/96)

1 day/mo.
(post 9/30/96)

accrue 180 days

ROCHESTER

1 day/mo.

accrue 200 days

BUFFALO

1/2 day/bi-weekly
pay period

accrue 180 days

DISCUSSION AND AWARD

This Panel is persuaded that there should be an increase in the maximum accumulated sick leave. We, therefore, award an increase from one hundred eighty (180) to one hundred and ninety (190) days.

EMT BONUS

Union's Proposal

The Union is requesting that the current one time payment made to employees upon receiving Emergency Medical Technician (EMT) certification in the amount of \$250 be increased to an annual payment in the amount of \$750.

City's Proposal

No change in the current contract language.

Union's Position Regarding EMT Bonus

According to the Union, approximately 37.4% of the alarms responded to by the Syracuse Airport Fire Department in 1996 were rescue/emergency medical service alarms. The Department's calls for response to rescue/emergency medical service emergencies increased over 116% between 1969 and 1996, from approximately 60 such calls in 1969 to approximately 130 in 1996. Consequently, the need for emergency medical technician training is now greater than it has ever been. The Union points out that employees possessing emergency medical technician certification are better trained to respond to such emergency calls. Accordingly, the public welfare is greatly enhanced when its members receive emergency medical technician certification.

The Union asserts that its request should be granted because an annual payment of \$750, rather than the current one time bonus of \$250, will provide an incentive to its members who do not currently have EMT certification to obtain such certification and to become re-certified every three (3) years.

The Union points out that some of its members have acquired the necessary training and New York State certification to provide in-house EMT training. According to the Union, this effort will save the City's Enterprise Fund, and ultimately the airlines, thousands of dollars in operating expenses over the long term.

City's Position Regarding EMT Bonus

The City is opposed to the Union's proposal, contending that the current EMT bonus is adequate, and any increase to it would create an excessive fringe benefit and would represent unnecessary additional cost.

DISCUSSION AND AWARD

This Panel is persuaded that there should be an adjustment in the EMT bonus. A considerable portion of services performed by the Syracuse Airport Professional Firefighters is related to emergency medical services. Moreover, the general public benefits by having as many of the Union's members of the department EMT certified.

Therefore, the Panel is making an award to modify the current contract language to provide for annual payments of \$250 to EMT certified employees. Rather than a one-time bonus, this \$250 stipend will encourage employees to obtain their initial certification, and maintain their certification through periodic retraining, as necessary. We, therefore, make the following:

AWARD

The current contract language will be amended to grant EMT certified employees an annual stipend of \$250.

UNION LEAVE

Union's Proposal

The Union is requesting that the total paid Union leave be increased from the fourteen (14) to twenty-five (25) days. The Union is further requesting that language be added to the Labor Agreement to specify that one (1) 8-hour day shift or one (1) 16-hour night shift count as a single Union day for purposes of leave calculation.

City's Proposal

No change in the current contract language.

Union's Position Regarding Union Leave

The Union contends that the City Firefighters are allowed up to forty (40) man days per year under Section 4.4 of their Labor Agreement for the attendance by up to five officers (5) at conventions, meetings, or seminars. Therefore, the Union is requesting additional days to close the gap in the overall level of benefits received by the City Firefighters and its Bargaining Unit.

The Union points out that when an association function obligates an association official to miss a shift of work or a calendar day, the number of association business days consumed should not increase merely because the official was scheduled to work a night shift rather than a day shift.

City's Position Regarding Union Leave

According to the City, the Union has demonstrated no need to increase the fourteen (14) days currently granted to the Union president or designated member to attend association functions. The City submits the following relevant comparable for this Panel's consideration:

CRASH RESCUE COMPARABLE

SYRACUSE

14 days

ROCHESTER

allowed, # of days
not specified but paid

BUFFALO

allowed, # of days
not specified but paid

DISCUSSION

This Panel is persuaded that the current contract language should be modified to increase the amount of paid leave for attendance at Union functions from fourteen (14) days to twenty (20) days per year, effective July 1, 1998. We also concur with the Union's request that a single 8-hour day shift or 16-hour night shift should be counted as one (1) day for purposes of calculation of Union leave days taken. This adjustment will accord the Union a full twenty (20) days paid leave to conduct Union business. We, therefore, make the following:

AWARD

Modify the current contract language to increase current leave from fourteen (14) days to twenty (20) days, effective July 1, 1998. Said contract language should specify that a single 8-hour day shift or a 16-hour night shift should be considered one (1) day, for purposes of calculating Union leave days taken.

DENTAL INSURANCE

Union's Proposal

Increase the current dental reimbursement cap for employee-only coverage and for family coverage from \$1,000 per person, per year, to \$2,500 per person, per year.

City's Proposal

No change in the current contract language.

Union's Position Regarding Dental Insurance

The Union contends that their request for an increase in dental cap is reasonable and would assist in closing the gap between this bargaining Unit and the City Firefighters, whose pay and benefits are substantially greater.

City's Position Regarding Dental Insurance

The City opposes raising the dental benefit cap, primarily because the current cap was awarded to the City in the most recent interest arbitration award, and was intended to assist in controlling its escalating employee health care costs.

DISCUSSION AND AWARD

This Panel is not persuaded that the current dental cap should be increased.

PROGRESSIVE DISCIPLINE

Union's Proposal

The Union is proposing that the current contract language providing for a series of progressive disciplinary steps be limited to one (1) year in duration.

City's Proposal

No change in the current contract language.

Union's Position Regarding Progressive Discipline Language

According to the Union, the existing progressive disciplinary procedure allows severe penalties, up to and including termination, for infractions which potentially could have occurred over many years of service, with no time limit for consideration of past disciplinary problems. For example, a 25-year employee could potentially be terminated for isolated incidents of absenteeism that occurred sporadically, every five (5) years. According to the Union, their proposed modification would change the inequities of the current discipline policy.

City's Position Regarding Progressive Discipline Language

The City argues that the Union's proposal provides for an unreasonably short period of time in which the employer can impose the 5-step progressive discipline procedure contained in the Collective Bargaining Agreement.

DISCUSSION AND AWARD

This Panel is persuaded that the current contract language should be modified to place some limits on the current practice of imposing progressive discipline penalties upon an employee who manages to maintain a clean record for an extended period of time. However, the Union's proposal to compress the period for review of past disciplinary infractions, so that the prior disciplinary record of its members can not be counted after twelve (12) months, is an unusually short time to allow the City to properly employ the contractual system of progressive discipline to rehabilitate its employees who exhibit performance problems.

The Panel believes that if employees have otherwise clean records for a period of thirty-six (36) months, then prior disciplinary actions should not be considered for purposes of imposing progressive disciplinary penalties against them.

MANAGEMENT RIGHTS

City's Proposal

The City is seeking to remove the clause, "in accordance with Article 4," from Section 3.1 of Article 3.

Union's Proposal

No change in the current contract language.

City's Position Regarding Management Rights

The City contends that Section 3.1 of Article 3 effectively restricts its right to determine the hours of work and work schedules. According to the City, they should have the right to determine the hours of work based upon its assessment of its operational needs and to meet Federal Aviation Administration standards.

Union's Position Regarding Management Rights

The Union contends that the City's proposal would permit the City to do as it pleases with regard to scheduling -- a result which would wreak havoc with its members' personal and business commitments, apart from their professional responsibilities at the airport. The negotiated restrictions on scheduling found in the expired Collective Bargaining Agreement, including the standard work

schedule, are fundamental terms and conditions of its members' employment, and should not be lightly dispensed with, particularly where the City offers essentially no justification for the change.

DISCUSSION AND AWARD

The Panel was not persuaded to make any change to the current contract language.

ANNUAL PHYSICAL AGILITY / FITNESS TEST

City's Proposal

The City is proposing that they be granted the right to require union members to submit to an annual physical agility / fitness test to determine each member's fitness for duty.

Union's Proposal

The Union strongly opposes any requirement to mandate its members to submit to an annual physical agility / fitness test, citing the fact that the City has offered no reason why such tests were needed, nor the procedures or standards that would be applied to evaluate each member's fitness for duty.

DISCUSSION AND AWARD

Because the City has offered no persuasive evidence to justify why an annual physical agility / fitness test is necessary, nor a proposed procedure for the conduct of said test, nor the standards that would be applied in evaluating an employee's fitness for duty, this Panel will not impose this change.

DRUG AND ALCOHOL TESTING PROGRAM

City's Proposal

The City is proposing the implementation of a drug and alcohol testing program for all Unit members.

Union's Proposal

The Union rejects the City's proposal for a drug and alcohol testing program.

City's Position Regarding a Drug and Alcohol Testing Program

The City contends that the implementation of a drug and alcohol testing program for all Unit members would protect the general public, ensure the general members' health and welfare, ensure an individual member's fitness for duty, and reduce any potential liability exposure for the City.

Union's Position Regarding a Drug and Alcohol Testing Program

The Union contends that, while it is not philosophically opposed to a drug and alcohol testing program, it is concerned with the imposition of such a program by this Panel, based on the City's failure to present a specific drug and alcohol policy or program for consideration by the Union and/or this Panel.

DISCUSSION AND AWARD

This Panel is persuaded that a drug and alcohol testing program not only benefits the general public, but ultimately benefits the Union's members who may be required to work with an individual employee who is under the influence of drugs or alcohol. This Panel will make a limited award to require the Parties to negotiate a drug and alcohol testing program on or before December 1, 1998.

In the event that the Parties are unable to mutually agree on all of the terms of said program, then they shall submit the unresolved issues to an arbitrator, to be mutually selected by the Parties.

HOSPITALIZATION AND MEDICAL PLAN

City's Proposal

The City is proposing to change the administration of its hospitalization and medical plan and to increase employee contributions toward health insurance coverage by amending Article 12.1.A to read as follows:

The City shall continue to provide health insurance coverage to members of the bargaining unit. Effective January 1, 1998, the City shall provide POMCO Plus with POMCO as the hospitalization/medical administrator. The benefits of the POMCO administered plan shall include all the benefits provided under the previous plan. The City shall furnish all bargaining unit members with the health insurance booklet detailing eligibility and benefits. All bargaining unit members will contribute 10% of the total premium cost for either individual or family medical coverage under the Plan. The medical insurance deductibles will be per year \$375 for family coverage and \$125 for individual coverage.

Union's Proposal

No change in the current contract language

City's Position Regarding Hospitalization and Medical Plan

The City contends that its proposal is intended to help control its continuously escalating health care costs. Medical advances in state mandated coverages continuously enhance benefits without the opportunity to collectively bargain said changes. These benefit enhancements have been a significant reason for the dramatic increases in health insurance premiums of 8% to 10% over the past several years.

Union's Position Regarding Hospitalization and Medical Plan

The Union contends that, although the City has claimed that the existing health insurance programs impose disproportionate financial cost upon the City, it has offered no or insufficient data to support this claim. Because the expired Collective Bargaining Agreement requires pre-September 1996 employees to pay only \$6.00 (single) or \$15.00 (family) per month for medical coverage, the proposed 10% employee premium contribution would potentially represent a substantial added financial burden upon its members.

DISCUSSION

This Panel has been provided insufficient data for it to mandate a change in the current employee health insurance contribution or to require a change in the health insurance administrator. This Panel is sensitive to the concern of the City to control health insurance costs. However, this is a significant item and of equal concern to the Union who is satisfied with the status quo.

Based upon the data submitted to this Panel, we are not prepared to impose either of the changes proposed by the City.

INCENTIVE PLAN FOR HEALTH INSURANCE WAIVER

City's Proposal

The City proposes to eliminate the contract provision which grants Unit members hired as of September 30, 1996, the right to receive an incentive for dropping the City's health care plan in favor of being covered under the spouse's plan

Union's Proposal

No change in the current contract language.

City's Position on Incentive Plan

The City maintains that the current contract language which provides for an incentive to employees who choose not to avail themselves of the City's health care plan has produced no savings for the City. Because the City is self-insured, their proposal to eliminate this benefit would greatly ease the City's health insurance burden.

Union's Position on Incentive Plan

The Union maintains that this benefit represents a positive benefit to its members who already enjoy coverage under their spouse's health insurance, and therefore, by opting not to be covered under the City's health plan, do not represent an added insurance burden for the City.

DISCUSSION AND AWARD

The City has not presented sufficient justification for this Panel to eliminate this negotiated benefit.

INTEREST ARBITRATION AWARD

SUMMARY

DURATION OF AWARD

July 1, 1997 through June 30, 1999

RETROACTIVITY

Except as otherwise noted, all proposals awarded are to be effective July 1, 1997

WAGES

1997-98 3.5%

1998-99 3.5%

HOURS OF WORK

No change in current contract language.

LONGEVITY

No change in current contract language.

NIGHT SHIFT DIFFERENTIAL

No change in current contract language

HOLIDAY PAY

Change current contract language to provide for premium pay of one and one half pay for working on a holiday, effective July 1, 1998.

VACATION

Change current contract language to allow an employee to schedule vacation in eight (8) hour increments after first scheduling two forty-eight hour (48) increments.

SICK LEAVE BENEFITS

Increase from one hundred eighty (180) to one hundred ninety (190) days.

EMT BONUS

Change current contract language to provide for an annual stipend of \$ 250.00

UNION LEAVE

Modify current contract language to increase current leave from fourteen (14) days to twenty (20) days effective July 1, 1998.

DENTAL INSURANCE

No change in current contract language.

PROGRESSIVE DISCIPLINE

Modify current contract language to limit review of employees' past disciplinary record to previous thirty-six (36) months.

MANAGEMENT RIGHTS

No change in current contract language.

ANNUAL PHYSICAL AGILITY / FITNESS TEST

No change in current contract language.

DRUG AND ALCOHOL TESTING PROGRAM

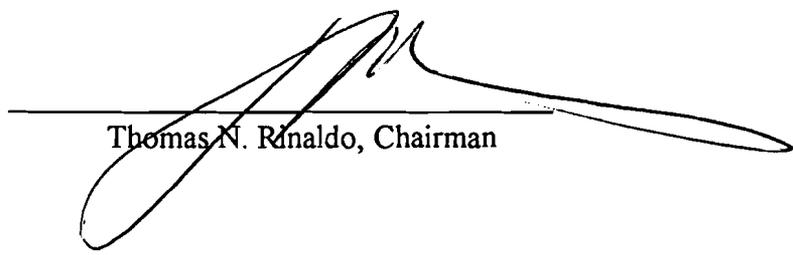
Parties are ordered to negotiate a mutually acceptable drug and alcohol testing program on or before December 1, 1998. If the Parties are unable to mutually agree to said program, issues of disagreement will be submitted to a neutral third party for binding arbitration.

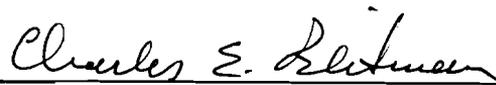
HOSPITALIZATION AND MEDICAL PLAN

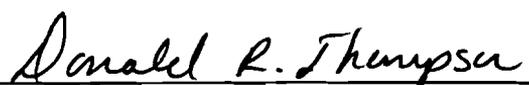
No change in current contract language.

INCENTIVE FOR WAIVER OF HEALTH COVERAGE

No change in current contract language.


Thomas N. Rinaldo, Chairman

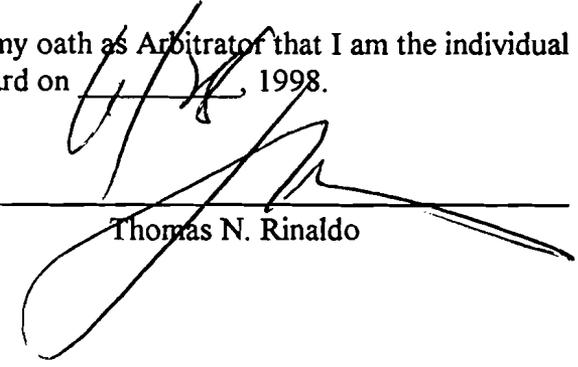

Charles E. Blitman, Union Panel Member
(Concur-~~Dissent~~-with the above findings)


Donald R. Thompson, City Panel Member
(~~Concur~~-Dissent with above findings)

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF

I, Thomas N. Rinaldo, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed the within the award on 6/22/98, 1998.



Thomas N. Rinaldo

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF

I, Charles E. Blitman do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed the within the award on 6-22, 1998, and that I Concurs (See a Herchel concurrence) with all of the findings set forth above.



Charles E. Blitman

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF

I, Donald R. Thompson do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed the within the award on 6/22/98, 1998, and that I Dissent from all of the findings set forth above .



Donald R. Thompson

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF THE

OPINION AND AWARD

INTEREST ARBITRATION BETWEEN

PERB CASE NOS.:

SYRACUSE AIRPORT PROFESSIONAL
FIRE FIGHTERS ASSOCIATION, LOCAL
1888, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

IA97-021 and M97-062

Union,

-and-

THE CITY OF SYRACUSE,

Employer.

The undersigned, as the Public Employee Panel Member, is compelled to execute this Opinion and Award as prepared by the Public Panel Member and Chairman. This compulsion is based upon the need to bring this matter to closure rather than complete acquiescence in the rationale adopted by the author of the Opinion and Award. Nevertheless, execution of this Opinion and Award, demonstrates adoption and affirmance of the Opinion and Award in order to comply with the law.

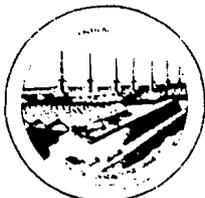
Dated: 6-22-98

Charles E. Blitman
Charles E. Blitman, Esq.

STATE OF NEW YORK)
COUNTY OF ONONDAGA)
CITY OF SYRACUSE)

I, CHARLES E. BLITMAN, ESQ. do hereby affirm upon my oath as a Public Employee Panel Member that I am the individual described herein and have executed this statement.

Charles E. Blitman
Charles E. Blitman, Esq.



Donald R. Thompson
Assistant Director

OFFICE OF PERSONNEL AND LABOR RELATIONS

Roy A. Bernardi, Mayor

Mr. Thomas N. Rinaldo
Public Panel Chairperson
305 Elwood Avenue
Buffalo, NY 14222

June 15, 1998

Dear Mr. Rinaldo:

Please accept the following as the City's dissenting opinion to the final compulsory arbitration award for the Syracuse Airport Professional Fire Fighters Association, Local 1888 (PERB Case Nos: I A 97-021 and M97-062) which was rendered June 3, 1998.

Specifically the City is opposed to the following:

1. **Wages**

Award:	July 1, 1997 - June 30, 1998	3.5%
	July 1, 1998 - June 30, 1999	3.5%

The City continues to maintain that the Airport Enterprise Fund is operating at a deficit which was clearly illustrated in the City's hearing brief. A 3.5% general wage increase for both years of this contract, although considered by some to be a reasonable and fair increase for the Crash Rescue Unit, is excessive and will result in higher landing fees, apron fees, rents, concessions, parking garage charges and land leases. These increased fees will ultimately be passed on to the passengers and consumers who are already abandoning the Syracuse Airport and driving to Rochester and Buffalo airports to obtain cheaper airline fares. Furthermore, the evidence presented clearly showed that Local 1888's members, who live in the City with the lowest cost of living, are already the highest paid Crash Rescue Workers of the relevant comparables. Finally, the only evidence presented in support of an increase was tied to Local 1888's failed attempt to establish that its members were firefighters and therefore entitled to comparable wages with the City's firefighters.

2. **Holiday Pay**

Award: Change current language to provide for a premium pay of one and one half day's pay for working each holiday.

The City asserts that increasing the holiday pay to time and one half in addition to payment for such holiday whether worked or not is excessive and unwarranted.

3. **EMT Bonus**

Award: Change current language to provide for an annual stipend of \$250.00.

The City maintains that this is an excessive fringe benefit and represents unnecessary additional cost.

4. **Union Leave**

Award: Modify current contract language to increase current leave from fourteen (14) days to twenty (20) days effective July 1, 1998. Said contract language should specify that a single 8-hour day shift or a 16-hour night shift should be considered one (1) day, for purposes of calculating Union leave days taken.

The City is in total opposition to this award which increases the amount of paid leave time for attendance at union functions.

The City fails to comprehend why we are expected to pay additional time for bargaining unit members to attend union sponsored functions. This benefit increases the days from 14 to 20 and calculates a day in terms of a shift assignment wherein a bargaining unit member could be off 8 hours or 16 hours thereby enhancing the already excessively generous increase to 20 days. Moreover, this benefit directly increases our overtime cost.

5. **Hospitalization and Medical Plan**

Award: No change in current language.

The City is both surprised and disappointed that no relief was provided to the City for the ever increasing cost of maintaining employee medical plans. Considering this unit is receiving a more than adequate general wage increases for two years, a modest increase in the employee contribution rate should have been justifiable. At the very least, the City provided a very extensive independent audit report which clearly supports the City's positions to change the health administrator from Blue Cross/Blue Shield to POMCO. The POMCO plan was determined to be equal to or better than the Blue Cross/Blue Shield plan and it was more cost effective.

For the aforementioned reasons, I must dissent on behalf of the City to this award.

Sincerely,


Donald R. Thompson, Assistant Director
Employer Panel Member

DRT/smp

cc: John Black
Charles Blitman ✓

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