

NEW YORK STATE EMPLOYMENT RELATIONS BOARD

In the matter of the interest
arbitration between,

THE CITY OF NIAGARA FALLS,
Employer,

-and-

THE NIAGARA FALLS FIRE DEPARTMENT
OFFICERS ASSOCIATION,

Union.

OPINION AND AWARD

PERB CASE NO.

IA97-027

M97-055

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

Before the following Public Arbitration Panel:

DEC 11 1998

Chairperson: Michael S. Lewandowski
Chairman

CUNCILIATION

Member: Stefan Kundl
Employee Organization Panel Member

Member: Nicholas J. Sargent
Public Employer Panel Member

Appearances:

For the City: Christopher M. Mazur, Esq.

For the Association: W. James Schwan, Esq.

Pursuant to the provisions of Section 209.4 of the Civil Service Law the New York State Public Employment Relations Board ("PERB") designated the undersigned Panel to make a just and reasonable determination of a dispute between the City of Niagara Falls ("City") and the Niagara Falls Fire Department Officers' Association. The panel was convened to resolve the impasse in

the negotiations between the parties as they sought to reach agreement on a successor Agreement to the Collective Bargaining Agreement that expired on December 31, 1996.

The panel met and conducted a hearing in the City of Niagara Falls on March 25, 1996, March 26, 1998, August 27, 1998 and September 15, 1998. The panel met in executive session on December 1, 1998.

At the hearing, the parties were afforded a full opportunity to present relevant evidence in support of their positions. Each presented witnesses for examination and cross-examination and documentary evidence including data collected concerning fire departments that they considered to be comparable to that of the City. The content of this opinion and award reflects the results of consideration of the evidence presented against the criteria contained in the Fair Employment Act. The evidence presented by the parties was considered against the criteria set forth in the Law including but not limited to a comparison of wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions; the interests and welfare of the public and the financial ability of

the public employer to pay; the peculiarities in regard to other professions such as hazard, educational qualifications, training and skills and the terms of collective agreements negotiated between the parties in the past providing the compensation and fringe benefit package that currently exists for the bargaining unit members.

During the course of the preceding, the parties were able to reach a agreement on the terms included in this award and specifically authorized the panel to extend the term of the agreement to three years.

AWARD

1. Term of Award

3 year term, commencing 1/1/97 and ending 12/31/99.

2. Wages

3% effective 1/1/97

3% effective 1/1/98

5.5% effective 1/1/99

The percentages and effective dates listed above shall apply to longevity increments as they have in prior agreements.

3. Vacation Cash Conversion

Effective 1/1/99, a bargaining unit member may request vacation cash conversion during the month of August of the preceding year, except in 1999 when a bargaining unit member may submit his request within sixty (60) days of the Date of this Award.

A bargaining unit member may convert into cash up to two (2) weeks of vacation time provided the employee uses the same number of weeks (subject to maximum of 2) for which he/she is requesting conversion.

If a bargaining unit member converts vacation time into cash and subsequently does not take the equal time off in actual vacation, he/she will not be able to carry over those weeks into the next year.

Vacation cash conversion will be paid during the month of July.

4. Vacation Accumulation

Effective on the date of this Award, an employee may accumulate a maximum of sixteen (16) weeks of unused vacation time if hired before 11/15/79 and a maximum of twelve (12) weeks if hired after 11/15/79.

Section 10.2.9 of the Agreement shall be so amended.

5. Payment of Sick Leave Upon Separation From Service

Effective on the date of this Award, Section 10.5 of the Agreement is amended to replace the sliding scale of 20%, 40%, and 60% with a flat 50% rate at time of termination of service. There is no cap on the maximum number of sick leave days which can be paid upon termination of service.

6. Health Insurance

The City's Health Insurance Proposal dated 6/23/97 is adopted, subject to the following modifications.

1. For new employees hired on or after the Date of Award:
 1. For the first six (6) months of employment, he/she will be required to pay 25% of the monthly health insurance premium. No contribution will be required after the completion of six (6) months of employment.
 2. The current Blue Cross/Blue Shield Traditional Plan and the Traditional Alternative Plan will not be available.
 3. Available health insurance options are the City Sponsored Traditional Plan, the City Sponsored PPO (HMO) Plan, Choice Care Plan, Independent Health Gold Plan and the Community Blue Option 1 Plan.
2. For employees hired before the Date of this Award:
 1. May elect to remain in the current Blue Cross\Blue Shield Traditional Plan but will be required to pay 15% of the monthly health insurance premium.
 3. Bargaining unit members will be given thirty (30) days from the Date of this Award to indicate to the City their health insurance option, consistent with this Award, until the window period in August as set forth in the attached plan.

A copy of the Plan is attached to this Award.

7. Jury Duty

Effective on the Date of this Award, when a bargaining unit member is summoned to report for jury duty, the member will be excused for work with pay. The member who reports for jury duty shall not be required to work for eight (8) hours prior to the beginning of jury duty and for the eight (8) hours after the jury service. All jury service per diem fees shall be remitted to the City.

8. Eight Hour Rotating, Seven Day Continuous Shifts

1. In the event that the Fire Fighters shift schedule changes to the eight (8) hour, seven (7) day continuous shift schedule, the members of this unit will change to the same schedule on the same effective date.
2. Should the change in schedule referred to above occur, the same additional compensation and benefits received by the Fire Fighters for such schedule change shall be given to the members of this unit.

9. Uniform Allowance

Effective 1/1/98, those personnel currently receiving the annual allowance of \$500 per year provided pursuant to Section 7.10.1 of the Agreement, shall also be given a \$200 line of credit each, to be used for the purchase of uniforms. The Agreement shall be so amended.

10. Battalion Chief Salary Upgrade

Effective January 1, 1998, there shall be a one percent (1%) pay upgrade for Battalion Chiefs

11. Preparation of 1997-1999 Agreement

The 1995-1996 Agreement shall be amended to reflect the terms of this Interest Arbitration Award and shall be reproduced as the 1997-1999 Agreement, for distribution to all interested parties.

12. Remaining Issues

All other terms of the 1995-1996 Agreement are continued unless modified herein. Any proposal and/or items other than those specifically modified by this Award are hereby rejected.

By our signature below, we indicate that concur with the terms of the award as specified above.

AFFIRMATION

We, MICHAEL S. LEWANDOWSKI, STEFAN KUNDL AND NICHOLAS J. SARGENT, do hereby affirm upon our oaths as arbitrators that we are the individuals described in and who executed this instrument, which is our award.

Michael S. Lewandowski
MICHAEL S. LEWANDOWSKI
Public Panel Member and Chair

December 7, 1998
Date of Award

Stefan M. Kundl
STEFAN KUNDL
Employee Organization Panel Member

December 8, 1998
Date

Nicholas J. Sargent
NICHOLAS J. SARGENT
Employer Panel Member

December 8, 1998
Date