
In the Matter of the Impasse

-between-

THE UNIFORMED FIREFIGHTERS ASSOCIATION
OF GREATER NEW YORK,

CASE NO. I-193-88

Petitioner,

-and-

THE CITY OF NEW YORK,

Respondent.

Before the Arbitration Panel:

Arvid Anderson, Chairman
Lewis M. Gill
Eli Rock

Appearances:

For the Uniformed Firefighters Association:

BACKGROUND

The Uniformed Firefighters Association of Greater New York ("UFA" or "the Union") and the City of New York ("the City"), pursuant to the New York City Collective Bargaining Law, submitted to the undersigned as an Impasse Panel ("Panel") for final and binding determination issues which they have been unable to resolve in their negotiations. for a contract to replace the one that expired on June 30, 1987.

The New York City Fire Department (*the Department") employs approximately 9,300 Firefighters and 300 Fire Marshals. It serves more than 7,262,000 residents in an area comprised of 300 square miles. The Department is organized as follows. Within each of New York City's five boroughs there is one Borough Command. Below the Borough Command, there are eleven Division commands and 53 Battalions. Within the Battalions are the first line firefighting units. Currently, there are 209 Engine Companies, 142 Ladder Companies, 5 Rescue Companies, 1 Hazardous Materials Company and 4 Marine Units.

In April 1987, the City and the UFA commenced negotiations for a contract to replace the Agreement due to expire on June 30, 1987. The parties reached a tentative settlement on July 12, 1988, which the Union's delegate body thereafter rejected. In August 1988, the City and the UFA reached a second tentative settlement. That agreement, however, also was rejected this time by the Union's Executive Board.

On August 22, 1988, the UFA filed a Request for the Appointment of an Impasse Panel with the Board of Collective Bargaining ("the Board") alleging that the City and the UFA had

reached an impasse in their negotiations. The Board, on September 6, 1988, determined that an impasse had been reached between the parties. Thereafter, on November 18, 1988, the Board designated Arvid Anderson, Lewis M. Gill and Eli Rock to serve as the Impasse Panel in this proceeding. Arvid Anderson was selected to serve as the Chairman of the Panel. The Panel held pre-hearing conferences with the parties on December 15, 1988, January 25, 1989 and February 16, 1989 at which time the hearing schedule and several procedural matters were agreed upon.

Between November 27, 1988 and January 17, 1989, the City and the UFA filed various scope of bargaining petitions with the Board on February 24, 1989, after yet a third tentative settlement reached between the City and the UFA was rejected by the Union's delegate body, the Board issued Decision No. B-4-89, consisting of 355 pages, in which it determined the negotiability of all of the issues raised by the parties in their scope of bargaining petitions. Subsequently, on March 6, 1989, the UFA filed another scope of bargaining petition. In that petition, the union sought a determination by the Board on the question whether the City's request that the Impasse Panel direct the UFA to execute and file with the New York State Department of Labor a written statement which must "[detail] their mutual intent and must demonstrate that the [negotiated uniform] allowance is sufficient for the stated purpose," (i.e., that the allowance complies with the OSHA standard) is properly before the Panel. On March 30, 1989, the Board issued Decision No. B-11-89, finding that "the City's demand that the Union in effect waive the right of members of its bargaining unit under state law differs in

material respects from the Union's purely economic mandatory demands [included in its prior scope of bargaining petition], and is a mandatory subject of bargaining."

The parties submitted pre-hearing briefs setting forth their positions on each of the outstanding issues to the Panel and to each other on March 4, 1989. Subsequent to the exchange of their pre-hearing briefs, the City and the UFA realized that they were in agreement on two issues: the term of the agreement;¹ and the status of the Impartial Chairman.² As a result, the parties withdrew these issues from the Panel's consideration.

Hearings were held at the Offices of the American Arbitration Association in New York City on March 6, 7, 8, 9, and 10, 1989. The hearings were stenographically reported and transcribed. The UFA presented its case on March 6 and 7, 1989. The City presented its case on March 8 and 9, 1989. Each party was given an opportunity to present rebuttal testimony and arguments on March 10, 1989.

The parties were ably represented, and were afforded a full opportunity to present evidence and arguments in support of their respective positions. Each party presented the sworn testimony of five witnesses. In addition, each party filed voluminous exhibits which the Panel carefully considered in reaching its decision.

¹The parties have agreed that the term of the agreement shall be July 1, 1987 through June 30, 1990.

²The parties have agreed to review the status of the Impartial Chairman.

STANDARDS

Pursuant to Section 12-311c(3)(b) of the New York City Collective Bargaining Law, we have considered and applied the following standards in reaching our decision on the issues submitted for our determination:

(1) comparison of the wages, hours, fringe benefits, conditions and characteristics of employment of the public employees involved in the impasse proceeding with the wages, hours, fringe benefits, conditions and characteristics of employment of other employees performing similar work and other employees generally in public or private employment in New York city or comparable communities;

(2) the overall compensation paid to the employees involved in the impasse proceeding, including direct wage compensation, overtime and premium pay, vacations, holidays and other excused time, insurance, pensions, medical and hospitalization benefits, food and apparel furnished, and all other benefits received;

(3) changes in the average consumer prices for goods and services, commonly known as the cost of living;

(4) the interest and welfare of the public;

(5) such other factors as are normally and customarily considered in the determination of wages, hours, fringe benefits, and other working conditions in collective bargaining or in impasse panel proceedings.

POSITIONS OF THE PARTIES

The positions of the parties and the issues will be addressed seriatim.

Firefighter Demand No. 3
Fire Marshal Demand No. 6

WORK SCHEDULE - Art. III
Amend to provide for a 37.5 hour work week and work chart consistent with the two-platoon system set forth in Section 487(a)-11.0 of the Administrative Code.

Union Position

The UFA notes that Firefighters currently work pursuant to a 25 group work chart that schedules them to work in excess of 40 hours per week. It's demand would change the 25 group chart to a 27 group chart with 72 hours off after every set of tours, for a total of 37.5 hours of work per week.

With regard to Fire Marshal Demand No. 6, the UFA notes that Fire Marshals currently work pursuant to a work chart that schedules them on 9, 10 and 15 ½ hour tours on three consecutive days, followed by three days off. The cycle then repeats itself. The Union asserts that its demand would conform the Fire Marshal's work hours to the work hours provided by the Administrative Code; thereby reducing the average work week from the current 40.25 hours to 37.5 hours.

City Position

The City notes that the standard work week for all uniformed employees in New York City has been 40 hours since 1961. It also notes, however, that New York City Firefighters and Fire Marshals have a shorter work week than Firefighters and Fire Marshals in any of the 16 largest cities in the United States. In fact, the

City points out that seven of those cities have work weeks of 55 or 56 hours. The fact that Firefighters across the country generally work a longer work schedule than other employees, the City argues, is recognized by the Fair Labor Standards Act (FLSA). Under the FLSA, overtime for fire personnel is based on 212 hours of actual work in a 28 day cycle, or the equivalent of 53 hours per week.

In any event, the City alleges that a shortened work week is an economic demand. If this demand were granted, the City claims that the Department would have to increase the headcount by 796 to provide the same level of coverage. This would cost \$47 million in the going out rate of the contract, based on the current starting salary for Firefighters and Fire Marshals, and \$142 million over 3 years.

Firefighter Demand No. 5

WORK SCHEDULE - Art. III

Provide that a Firefighter injured during an overtime tour of duty shall continue to be compensated at premium time until the end of the scheduled tour.

Fire Marshal Demand No. 8

WORK SCHEDULE - Art. III

Amend to provide that ordered overtime authorized by the Commissioner or the Chief Fire Marshal as his designated representative which results in a Fire Marshal's working in excess of 171 hours in a work period of 28 consecutive days and/or in excess of his normal tour of duty shall be compensable in cash at time and one-half. Further provide that a Fire Marshal injured during an overtime tour of duty shall continue to be compensated at premium time until the end of the scheduled tour.

Union Position

The Union notes that Firefighters and Fire Marshals who are injured in the line of duty during overtime tours currently

receive compensation only until they are placed on medical leave; not for the full overtime tour of duty. This demand would ensure overtime compensation for the entire tour. The UFA claims that its demand is appropriate in that when an employee agrees to work overtime he gives up the opportunity to engage in other activities. "That opportunity," the UFA claims, "is essentially lost by reporting for duty, and is not regained by being removed from duty due to injury."

With regard to Fire Marshal Demand No. 8, the UFA notes that the current 28 day cycle of tours for Fire Marshals results in 171 hours. This demand would ensure that all work in excess of that number, and all work other than work performed during regularly scheduled tours, would be compensated at overtime rates.

City Position

The City notes that under the current agreement, a Firefighter or Fire Marshal who is injured during an overtime tour of duty continues to be compensated at premium time until he or she is formally placed on Medical Leave status by the department's Medical Officer. The City claims that a Firefighter or Fire Marshal cannot have, and should not be entitled to, two different pay/leave statuses at one time. Furthermore, the City contends that this aspect of the UFA's demand would cost \$53,000 in the going out rate; and \$157,000 over a term of three years. In addition, the City submits that by these demands, the UFA "is clearly seeking a benefit of compensation for time not actually worked. The conferral of such a benefit of compensation would be a windfall."

In Fire Marshal Demand No. 8, the City argues, the UFA is seeking to change the stricture for calculating overtime for Fire Marshals. The City notes that the FLSA makes a distinction between fire personnel and fire officers. The former category is eligible for overtime at a premium time rate of time and one-half after 212 hours of actual work in a 28 day cycle and the latter is eligible after 171 hours of actual work in a 28 day cycle. It claims that if this demand were to be granted, Fire Marshals would for the first time be eligible to earn overtime under a lesser standard than Firefighters. The City submits, however, that Fire Marshals should be entitled to contractual and FLSA overtime on the same basis as Firefighters.

Firefighter Demand No. 6
Fire Marshal Demand No. 9

WORK SCHEDULE - Art. III

Provide that Firefighters or Fire Marshals ordered to report for duty from a scheduled off-tour or a scheduled rest period, or offered a tour of MMOT on the subsequent tour, shall be compensated at a minimum of six (6) hours if not assigned to duty and for a minimum of nine (9) hours if assigned to duty. Further amend to provide that such compensation shall be at premium time.

Union Position

The UFA notes that the guaranteed minimums in the current agreement do not apply to Firefighters and Fire Marshals who are ordered to continue on duty. Additionally, the current agreement covers only "emergency" duty and not ordinary overtime duty. The UFA submits that the existing contract provision recognizes that Firefighters who are called up for emergency duty but not used for all or part of the tour are inconvenienced and, therefore, entitled to compensation. The instant demand, the Union asserts,

is intended to reflect the fact that Firefighters who are ordered to continue in service after an on-duty tour or ordered overtime tour but who are not utilized during all or part of the tour suffer the same inconvenience as Firefighters who are called in for emergency duty from an off tour.

City Position

The City asserts that this demand is an economic demand which seeks increased compensation at premium time and a minimum guarantee of either six or nine hours under certain circumstances. The City claims that the benefit sought is greater than that received by any other City employee. It calculates the cost of this demand at \$72,000 in the going out rate, and \$216,000 over three years.

Firefighter Demand No. 7
Fire Marshal Demand No. 10

WORK SCHEDULE - Art. III
Provide that Firefighters ordered to work from a scheduled off-tour during emergency shall be paid from the time of notification.

Union Position

The UFA contends that this demand is necessary because it is from the point of notification forward that the employee's personal time has been interrupted.

City Position

The City asserts that by these demands should be denied because the UFA "is clearly seeking a benefit for time not actually worked." Moreover, the City states that the granting of these demands would cost \$9,000 in the going out rate and \$27,000 over three years.

Firefighter Demand No. 9
Fire Marshal Demand No. 14

UNION REPRESENTATION - Art. IV

Assure right of Union officials to visit all fire units without hindrance. (Fire Marshal Demand No. 14 also provides - Retain provision in 1984-1987 agreement.)

Union Position

The Union contends that the access that would be provided to Firefighters by this demand is intended "to better enable the [UFA] to administer the collective bargaining agreement and to protect the individual and collective interests of the employees it represents."

City Position

The City notes that Union officials have the contractual right to enter firehouses so long as they sign a log book before entry. The purpose of the log book, the City notes, is to announce the arrival of the representative. The City submits that the instant demands, which seek an absolute right of entry without hindrance, would interfere with the Department's operations and its delivery of a critical emergency service, namely the ability to run company drills, to maintain equipment and most importantly to respond immediately to fires and other emergencies in the City. The City argues that these demands are not reasonable. Moreover, the City argues, the UFA has not demonstrated any need to go beyond the current contractual protection.

Firefighter Demand No. 12

SALARIES - Art. VI

Provide for substantial increase in base salary on July

1, 1987, with across-the-board proportionate increases in night differential and weekend and holiday rates.

Fire Marshal Demand No. 21

SALARIES - Art. VI

Provide for across-the-board-proportionate increases in night differential and weekend and holiday rates.

Union Position

The UFA is seeking three 10% wage increases, compounded, effective on July 1, 1987, July 1, 1988 and July 1, 1989. Its proposal does = stretch the number of steps which must be achieved before reaching the basic rate. The UFA explains that the purpose of its proposal is "to maintain the purchasing power of the Firefighters' salary in light of current inflation and to make only a small down payment to compensate UFA members for the loss of purchasing power over the past fifteen years. Moreover," the Union argues, "the increases do not even compensate the Firefighters for what was eliminated from our current collective bargaining agreement as non-mandatory subjects of bargaining [as a result of the Board's scope of bargaining decision.]"

While the Union admits that its proposal will disrupt the historic parity relationship between Firefighters and Police Officers, it claims that such a disruption is justified in that "an acceptance of the City's offer and costing methodology would break parity in fact." Thus, the UFA argues that "[i]f parity is to be broken, as the City is trying to do, then the Firefighters must receive salary and benefit increases equal to the job being performed." According to the Union, the City has refused to enter into an agreement with the UFA which would provide the same benefits agreed to by the PBA unless the UFA also agrees to

changes in its current contract which would generate additional cost savings to the City. Thus, the UFA contends, unlike police officers, incumbent Firefighters are being required to pay for the proposed changes.

The Union submits that its leadership originally agreed to the City's proposals in order to avoid a scope of bargaining decision. It contends, however, that

[w]e are now way past that point [and] ... must now request that the UFA membership begin to receive rates which are more in line with our job. We can no longer be held down by parity unless it is fairly applied, in view of the fact that the City - not the UFA broke equity with the Firefighters of New York.

City Position

It is the position of the City that coalition bargaining has been replaced by pattern bargaining. While that is not to say that the resulting agreements will be mirror images of each other; the City submits that they must be uniform in their cost, calculated on a unit specific basis.

With regard to Firefighter Demand No. 12, the City calculated the going out rate at \$191 million, and \$312 million over three years. The City claims that for each 1% over the pattern, the unfunded City cost would be \$5.77 million.

Firefighter Demand No. 13

SALARIES - Art. VI

Provide new longevity pay schedule for Firefighters.
Reduce 25 years to 20 year for full longevity eligibility.

Fire Marshal Demand No. 22

SALARIES - Art. VI

Provide new longevity pay schedule for Fire Marshals including, but not limited to, an increase in longevity pay commensurate with the specialty pay differential in Fire Marshals' salary.

Fire Marshal Demand No. 23

SALARIES - Art. VI

Reduce 25 years to 20 years for full longevity eligibility.

Union Position

The UFA seeks increases in the basic longevity table to \$1,000, \$2,000, \$3,000 and \$4,000 after 5, 10, 15 and 20 years of service, respectively.

City Position

The City contends that if Firefighters and Fire Marshals were to achieve the longevity schedule provided to police officers it would cost \$30.47 million. "One can only assume," the City states, "that the UFA is seeking a greater benefit than that provided by the pattern settlement which would have an even greater cost." The City asserts, however, that the UFA "has no basis whatsoever to support its demand that the current longevity payment schedule be increased without proper funding or that the current rules on pensionability which were not changed in the uniformed pattern settlement be changed just for this unit."

The City further claims that the cost of a reduction from 25 to 20 years for full longevity eligibility, is \$140,000.

Firefighter Demand No. 14

Fire Marshal Demand No. 24

SALARIES - Art. VI

Add paid holiday for Martin Luther King, Jr. Birthday and any additional national holiday; additionally, provide for all work actually performed on designated holidays to be compensated at time and one half in cash or compensatory time.

Union Position

The UFA claims that these demands have two objectives: 1) to increase the number of paid holidays from eleven to twelve by adding Martin Luther King, Jr.'s Birthday as a holiday; and 2) to increase the holiday pay rate from straight time to time and a half for Firefighters who actually work on a holiday. Under the current contract, Firefighters who actually work on holidays receive the same pay as Firefighters whose regular work schedules permit them to take the day off. Thus, the Union asserts, these demands would compensate employees who work on a holidays that others are entitled to take off by providing them with additional pay.

City Position

The City notes that uniformed employees currently receive 11 paid holidays per year. The City calculates the cost of providing an additional holiday with pay at approximately \$1.83 million. The City further notes that uniformed employees, including Firefighters and Fire Marshals receive 11 days of holiday pay whether or not they are scheduled to work, or in fact do work, the holiday. The purpose of the current holiday pay provision is to recognize that these employees are needed twenty-four hours a day, seven days a week. Thus, with regard to the second part of the Union's demands, the City claims that the UFA is in essence seeking the equivalent of triple and one-half time, which it calculates at a cost of \$10.96 million based on the current 11 paid holidays plus the addition of Martin Luther King Day.

Firefighter Demand No. 15

SALARIES - Art. VI

Provide that City shall provide at no cost to each employee fire protective equipment (including, but not limited to helmet, boots, gloves, eye shields, fire retardant pants and shirt, turnout coat) and shall defray the cost for the cleaning and maintenance of said fire protective equipment.

Fire Marshal Demand No. 25

SALARIES - Art. VI

Provide for \$300 increase in uniform allowance in Fiscal Year 1987-1988. Further provide that City shall provide at no cost to each employee fire protective equipment (including, but not limited to, helmet, boots, gloves, eye shields, fire retardant pants and shirt, turnout coat) and shall defray the cost for the cleaning and maintenance of said fire protective equipment and Fire Marshal work uniforms. Additionally provide that the City shall provide for an upgraded bulletproof vest. Retain \$5D as in 1984-1987 agreement.

Firefighter Demand No. 89

Fire Marshal Demand No. 125

SALARIES - Art. VI

Provide for \$300 increase in uniform allowance in Fiscal Year 1987-1990.

Union Position

The Union notes that currently, Firefighters and Fire Marshals are entitled to an annual uniform allowance in the amount of \$705, which is intended to defray the cost and upkeep of uniforms required by the Department. In light of the fact that the City and the UFA have agreed that the contract shall be for a term of three years, the Union now requests an additional uniform allowance of \$750 in 1988 and \$1,000 in 1989.

City Position

With regard to the Union's request for compensation for cleaning and maintaining fire protective equipment, the City

notes that Firefighters and Fire Marshals currently receive a uniform allowance of \$705 for these, among other, purposes. The City notes that the PBA settlement provided an additional \$45 in the second year of the agreement, and \$250 in the third year.

The City points out that in the tentative settlements with the UFA, an agreement was reached that the uniform allowance paid to these employees would constitute compliance with the December 11, 1987 directive from Thomas Hartnett to all Fire Districts; and that a written statement to that effect would be executed by the parties. The City therefor credited the UFA with approximately one-quarter of 1% in savings. The City urges the Panel to direct the parties to reach the same agreement concerning protective equipment as part of its award. Obviously, the City claims, the demands to increase the uniform allowance for Fire Marshals and Firefighters by \$300 are also economic demands which must be treated in the same manner as all other economic demands. While the cost of these demands cannot be determined precisely, the city calculates the cost of increasing the uniform allowance by \$300 at \$2.91 million; each additional \$100 increase would result in an increase in costs of \$.97 million. Thus. the City estimates that the going out rate for these demands would be \$2.9 million; \$8.7 million over the three year term.

Firefighter Demand No. 16
Fire Marshal Demand No. 26

SALARIES - Art. VI

Provide for distribution of paychecks on a weekly basis. Further provide that employees may alternatively elect to have their pay electronically transferred to a designated account in a bank or

savings and loan institution of their choice. [Fire Marshal Demand No. 26 also provides - Retain provision in 1984-1987 agreement.]

Union Position

The Union contends that under the present system of distribution of paychecks, Firefighters and Fire Marshals who are off duty when their paychecks are distributed have to wait until their next scheduled tour of duty to receive their pay. Based on their work chart, the Union submits that Firefighters and Fire Marshals can go for several days before they are scheduled to be on duty and, therefore, pick up their paychecks. The UFA claims that these demands would address that problem.

City Position

The City notes that at the present time, no City employees enjoy the benefit of Electronic Fund Transfer. The City further argues that the UFA has not demonstrated that it has a greater need for this service than any other group of City employees. With regard to the UFA's demand for weekly distribution of paychecks, the City notes that virtually all city employees are on a biweekly payroll; and "[i]t would be extremely difficult and costly to put this group on a weekly payroll." Again, the City claims that the UFA has not demonstrated that its need for this benefit is greater than any other City employees.

Firefighter Demand No. 17
Fire Marshal Demand No. 27

SALARY

Add Provision For:

1) extra pay for employees exposed to identified hazardous chemicals or materials; additionally, provide that an employee requiring diagnostic or medical services as a result of any such exposure may select the physician of his choice with the cost of such services to be borne by the City.

Union Position

The UFA contends that Firefighters and Fire Marshals are increasingly exposed to hazardous substances in fighting fires due to the growing use of toxic substances in the workplace and in building materials. The instant demands would provide hazardous duty pay for employees exposed to identified hazardous chemicals and materials. Furthermore, they would ensure that Firefighters and Fire Marshals who are exposed to toxic substances may obtain compensated diagnostic and medical services from the physician of their choice in order to ensure proper medical monitoring and treatment of the effect of such exposure.

City Position

The City claims that due to the nature of their jobs, all Firefighters and Fire Marshals are exposed to hazardous materials. The City contends, however, that they are also paid at a higher rate of compensation (on a total cost per hour basis) than their counterparts in other large jurisdictions. Furthermore, Firefighters and Fire Marshals receive better pension benefits than civilian employees because of the recognized risks of their jobs. Thus, the City argues, additional compensation is not warranted. In any event, the City notes that each additional \$100 in pay would cost \$1.79 million.

With regard to the second part of the UFA's demand, the City contends that the current system for providing medical treatment is adequate; and a new system which would have increased costs is not necessary or warranted. In support of its contention, the City notes that required medical treatment is free of charge to the Firefighter. When the Medical officer deems it necessary,

the Firefighter is referred to a specialist and the City pays for such treatment. The City submits that under a directive of the Comptroller, physicians', fees are limited to rates approved by the Worker's Compensation Board. In addition, Administrative Code Section 15-108 provides compensation during an employee's absence from duty caused by line-of-duty injuries.

Firefighter Demand No. 18

SALARY

Add Provision For:

2) Specialization pay for Firefighters performing specialized functions, e.g., chauffeurs, tillerman, emergency medical technicians, Firefighters assigned to rescue company, Firefighters assigned to training companies, Firefighters assigned to field inspections and clerical duties in the Bureau of Fire Prevention in headquarters and the Bureau of Health Services; add new section providing that Firefighters performing specialized functions shall be selected from among eligible members by seniority.

Union Position

This demand would provide extra compensation for those Firefighters who have been designated to perform specialized services. Additionally, it would ensure that Firefighters who are selected to perform these specialized functions be selected on the basis of seniority from among eligible (qualified) members.

City Position

The City argues that a demand which would require that a particular assignment be determined by seniority would strip the Department of its ability to assign the best people for the job and, therefore, the flexibility needed by an emergency service agency to carry out its functions efficiently. Furthermore, the City submits that as the demand is drafted, the Union is seeking

specialization pay for nearly the whole force; the specialized units referred to in the demand comprise nearly all of the field forces. "Clearly," the City contends, "this is nothing more than another request for additional compensation [which] ... is not warranted."

Firefighter Demand No. 19
Fire Marshal Demand No. 28

SALARY

Add Provision For:

3) Compensation at the rate of premium time for all work performed between 4 p.m. on Friday through and until 8:00 a.m. on Monday.

Union Position

The Union notes that the work charts for Firefighters and Fire Marshals routinely include weekend work. Thus, these demands seek to provide extra compensation to employees whose work chart schedules them to work on weekends.

City Position

Since the Fire Department is an emergency services agency which operates on a twenty-four hour, seven day a week schedule, the City asserts that Firefighters and Fire Marshals are not entitled to compensation at the premium time rate for weekend work. To extend this benefit to Firefighters and Fire Marshals, the City argues, would confer an economic benefit upon the UFA which has not been granted to employees in other City Departments, such as police and corrections, which also operate on a twenty-four hour, seven day a week basis.

Firefighter Demand No. 20
Fire Marshal Demand No. 29

SALARY

Add Provision For:

4) Annual net cost of living increase, to be included in

base salary for all purposes, directly proportionate to any percentage increase in the Consumer Price Index.

Union Position

The Union asserts that these demands are necessary because they would provide increases in bass salary and, therefore, compensate employees for the loss of earning power resulting from increases in the cost of living.

City Position

According to the City, these demands ignore the fact that it must be able to control its costs for budget purposes and, therefore, cannot afford to tie contractual increases to increases in any price index. in any event, the City notes that these are economic demands; and estimates the going out cost at \$94.7 million; \$152.3 million over three years.

Firefighter Demand No. 21
Fire Marshal Demand No. 30

SALARY

Add Provision For:

5) Payment of interest on retroactive compensation at the prevailing prime rate in effect on the termination date of the previous collective bargaining agreement.

Union Position

The Union notes that the current agreement expired on June 30, 1987 and, consequently, any increases in rates of pay awarded by the Impasse Panel would be paid retroactively to July 1, 1987. The Union claims, however, that the City typically makes retroactive salary increase payments without interest, thereby giving the City a substantial windfall from the interest earned on the increases that were withheld during collective bargaining process. The purpose of the instant demands is to enable

Firefighters and Fire Marshals, not the City, to reap the benefit from the interest earned over a period of approximately two years.

City Position

The City notes that it has never been its practice to make interest payments on retroactive compensation at the prevailing prime rate or any other interest rate. To do so now would break the pattern that has been established with all of the other municipal union over the years of collective bargaining under the Taylor Law and the NYCCBL.

Firefighter Demand No. 22
Fire Marshal Demand No. 31

SALARY

Add Provision For:

6) A retention incentive for Firefighters/Fire Marshals who have in excess of 20 years of service in the amount of \$500 per year for each year of service over 20 years through and including the 30th year of service, to be included in pension calculations.

Union Position

The UFA states that the purpose of these demands is to provide an incentive for senior employees to continue working in the Fire Department.

City Position

The City claims that this demand amounts to an increase in longevity payments; and notes that the PBA negotiated an increased longevity schedule which provided for \$1,000, \$2,000, \$3,000 and \$4,000 after five, ten, fifteen and twenty years, respectively, with the same pensionability rules to apply. The calculates the cost of these demands at \$ 10.02 million in the going out rate; and \$30 million over three years.

Firefighter Demand No. 23

NIGHT SHIFT DIFFERENTIAL - Art. VIII

Amend to provide that probationary Firefighters shall be entitled to receive the night shift differential within 60 days after their appointment or upon graduation from probationary Firefighter's School, whichever occurs first.

Union Position

The UFA submits that the instant demand is intended to overturn an adverse arbitration decision wherein the Impartial Chairman ruled that the night shift differential did not cover Firefighters who were injured during the Probationary Firefighter's School Training Program and who were thereafter continued on a modified duty assignment well in excess of their normal period of training. The UFA maintains that the primary purpose of negotiating a flat rate night shift differential was to provide a benefit for injured Firefighters who could not work at night and, therefore, would not be eligible to receive a night shift differential based on hours actually worked. The instant demand, the Union argues, will effectuate fully the purpose of the negotiated flat rate form of payment in that probationary Firefighters would receive the night shift differential after 60 days, the approximate length of probationary Firefighters' training program.

City Position

The City submits that in order to provide this benefit the Department would have to recalculate the night shift differential factor. The City estimates that if granted, the going out rate for this demand will be \$100,000; \$300,000 over three years. In any event, the City argues that the change requested in these

demands is unwarranted because if a probationer graduates on schedule there is no issue and if not, it is probably because of injury or failure to complete the curriculum. This issue was already addressed and resolved by the Impartial Chairman.

Firefighter Demand No. 24
Fire Marshal Demand No. 35

SECURITY FUND BENEFIT - Art. IX
Increase contribution to the Security Benefit Fund.

Union Position

The Union notes that this demand would increase the annual contribution by \$100 during each year of the agreement.

City Position

The City submits that these are purely economic demands. It notes that the PBA and virtually every other union in this round of bargaining negotiated a \$50 increase in each of the three years of the agreement. Thus, if the Panel adopts the City's proposal of 16.99%, the pattern settlement, the City argues that these three \$50 increases would be available to the UFA. In any event, the City estimates that these demands have a going out rate of \$4.4 million; and \$8.8 million over three years.

Firefighter Demand No. 25
Fire Marshal Demand No. 36

SECURITY BENEFIT FUND - Art. IX
Continue \$25 lump-sum payment.

Union Position

The Union states that this demand would continue the \$25 lump-sum payment during each year of the agreement.

City Position

According to the City, this demand would cost \$.36 million

in the going out rate; and \$1.09 million over three years. As previously stated, no union in this round of bargaining negotiated the continuation of the one time lump-sum payment. Furthermore, the City maintains that the city-wide pattern of welfare fund increases should be maintained.

Firefighter Demand No. 26

SECURITY BENEFIT FUND - Art. IX

Increase contribution to Civil Legal Representation Fund.

Fire Marshal Demand No. 37

SECURITY BENEFIT - Art IX

Increase contribution to Civil Legal Representation Fund. Further provide for establishment of a Criminal Legal Representation Fund for the purpose of covering legal costs incurred by Fire Marshals in criminal matters, not otherwise indemnified by the City and providing 24-hour access by Fire Marshals to a criminal attorney.

Union Position

The Union notes that while this benefit is referred to as the Civil Legal Representation Fund, the City's contributions actually are used to fund the work of the Medmobile - a vehicle that travels to firehouses throughout the City and contains a mini-medical lab with a medical staff. The Medmobile is part of a program that is designed to monitor the health of Firefighters and Fire Marshals for signs of cancer, heart disease, and other diseases associated with firefighting. This demand would increase the City's annual contributions from \$25 to \$100 per employee.

With regard to Fire Marshal Demand No. 37, the UFA notes that Fire Marshals have "police officer" status and, as a result,

often find themselves in situations requiring professional legal advice. This demand would continue the current \$25 contribution to the Civil Legal Representation Fund and, by contributing \$75 to a new Criminal Legal Representation Fund, would provide legal advice to Fire Marshals. Additionally, it would provide a means to reimburse Fire Marshals for expenses incurred defending themselves in situations in which they are not otherwise indemnified.

City Position

The City notes that the PBA settlement provided for a \$25 increase in the existing civil Legal Representation Fund, which would cost \$.24 million if applied to the UFA. The City estimates that the UFA's demand, on the other hand, would cost \$.73 million in the going out rate; \$2.2 million over three years.

As to the UFA's demand for the establishment of a Criminal Legal Representation Fund, the City maintains that it would be against public policy to provide this type of benefit. According to the City, the limits for indemnification of City employees are set forth in a complex statutory scheme, and extends only to civil matters. In any event, the City estimates that this demand would cost \$25,000 in the going out rate; and \$75,000 over three years.

Firefighter Demand No. 27
Fire Marshal Demand No. 38

NEW SECTIONS

Amend to provide continued contributions for surviving spouse and unmarried dependents of covered, active and retired employees, such contributions to continue until, in the case of a surviving spouse, the spouse

remarries or, in the case of a dependent, the dependent reaches the age of 19 or if a full-time college student, the age of 23.

Union Position

The UFA submits that the purpose of this demand is to require the City to make contributions to finance the benefits.

City Position

The City notes that surviving spouses and unmarried dependents have the right to continuation of coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), under which they can elect to continue coverage for a specified period of time by paying 102% of the premium. The City claims that health insurance benefits and the level of the increase in the welfare fund contributions have been negotiated in this round and prior rounds of bargaining on a program-wide basis. It argues that there is no justification for granting this new, unique benefit to the UFA which has participated in the negotiations between the Municipal Labor Committee and the City during this round and in prior rounds.

Firefighter Demand No. 29
Fire Marshal Demand No. 40

NEW SECTIONS

Provide that employees and/or their dependents who are entitled to and elect to continue City health insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272), shall also be entitled to elect continued coverage under the Security Benefit Fund for the same applicable period, the cost thereof to be incurred by the City.

Union Position

The Union notes that currently, the Security Benefit Fund finances from its own fund coverage for those who elect continued

coverage. The UFA asserts that these demands would require the City to make contributions to finance such continued coverage.

City Position

Currently, the City notes, these benefits are provided to Firefighters and Fire Marshals through COBRA, provided the eligible individuals pay 102% of the premium. The City argues that there is no reason to extend benefits beyond those provided by COBRA. Furthermore, the City estimates that these demands would cost \$33,000 in the going out rate; \$100,000 over three years.

Firefighter Demand No. 31
Fire Marshal Demand No. 41

HEALTH - Art. X

Amend to update and improve basic health plan coverage including, but not limited to, coverage for diagnostic examinations and full coverage for treatment for all employees injured in the line of duty, or presumed, by operation of law, to be injured in the line of duty.

Union Position

The Union submits that the purpose of these demands is to ensure that diagnostic and medical services for injuries and illnesses that do not arise or occur literally while in the line of duty, although service connected, are covered.

City Position

The City submits that with these demands the UFA is seeking to change the configuration of the benefits provided in the City's health insurance program. The City asserts, however, that there is no justification for granting this new, unique benefit to the UFA which has participated in the negotiations between the Municipal Labor Committee and the City during this and prior rounds of bargaining.

Firefighter Demand No. 32
Fire Marshal Demand No. 44

HEALTH - Art. X

Provide that the City will provide for inoculations against communicable diseases at the employee's option.

Union Position

The Union explains that these demands would permit any employee who desires an inoculation against communicable diseases, such as hepatitis, to receive an inoculation at the City's expense.

City Position

The City asserts that there is no justification for granting these demands which seek a new health benefit.

Firefighter Demand No. 33

ANNUITY FUND - Art. XI

Substantial increase in contribution.

Fire Marshal Demand No. 45

ANNUITY FUND - Art. XI

Substantial increase in contribution commensurate with specialty pay differential for Fire Marshals.

Union Position

Under the current agreement, the City makes annual contributions of \$1 per tour for each employee with an annual cap of \$261. This demand would increase the City's contribution to \$2 per tour in the second year of the contract with an annual cap of \$750; and to \$3 per tour in the third year of the contract with an annual cap of \$1,000.

With regard to Fire Marshal Demand No. 45, the UFA contends that this demand would simply increase the City's contribution to the existing annuity fund by an amount commensurate with the

salary increases demanded for Fire Marshals in the 1987-1990 agreement.

City Position

The City notes that each \$1 increase would cost \$2.53 million. Thus, the City estimates that the UFA's demands would cost \$5.2 million in the going out rate, and \$7.8 million over three years.

Firefighter Demand No. 34

VACATION AND LEAVE - Art. XII

Provide for annual leave of 35 work days for members with 3 years and over of service, and 29 work days for employees with less than 3 years of service; additionally provide for mandatory splits to be selected by Firefighters in order of seniority.

Union Position

The Union submits that the increase in annual leave days requested in this demand is necessary in light of the increasingly demanding nature of firefighting work.

City Position

The City asserts that if this demand were granted, the department would have to increase headcount by 437 to provide the same level of coverage. Thus, the City estimates that based on the current starting salary for Firefighters, this demand would have a cost of \$25.96 million in the going out rate; \$78 million over three years. In any event, that City contends that the Panel should deny this demand on the ground that New York City Firefighters have the shortest average workweek of Firefighters in any of the 16 largest cities in the United States.

Firefighter Demand No. 36

VACATION AND LEAVE - Art. XII

Require that chart will be promulgated at least 90 days prior to January 1 of each year.

Union Position

The Union argues that under the present system, Firefighters are unable to plan their vacations because the Department frequently delays issuing the vacation chart. The purpose of this demand is, therefore, to require the Department to issue its vacation chart at least 90 days prior to January 1st of each year. The UFA contends that there is no reason to deny this demand in that it will pose no burden on the Department.

City Position

The City contends that the new chart is based in large part on experience with the previous year's chart. Therefore, it is necessary for the Department to obtain as much information as possible about the past year's chart before promulgating the new one. The City further claims that a one month computer lag time is necessary to process the information. As a result, it must wait until later in the calendar year to gather as much information as possible. Thus, the City contends that the UFA's demand "would unduly hinder the Department's ability to promulgate the most efficient chart in order to meet its firefighting needs" and should be denied by the Panel.

Firefighter Demand No. 38

Fire Marshal Demand No. 46

VACATION AND LEAVE - Art. XII

Provide that each employee shall accrue five (5) personal leave days annually, to be taken at the employee's option without restriction in the calendar year of accrual, and may be accumulated from year to year; further provide that upon leaving service employees may be compensated for unused personal leave

days at then current rates of pay, to be included in pension calculations, further provide that accrued vacation days may be utilized in the same fashion as personal leave days if an employee exhausts his personal leave entitlement.

Union Position

The UFA contends that these demands are necessary because they will enable employees to deal with unexpected personal emergencies in a fair and reasonable manner.

City Position

The City asserts that if the UFA were granted the additional leave days it seeks in these demands the Department would have to hire an additional 220 Firefighters and Fire Marshals. Thus, according to the City, the going out cost of these demands would be \$10.27 million; \$30.82 million over three years. The City further claims that the UFA has demonstrated no justification for granting additional time off to its members. It notes that out of the 16 largest cities in the United States, New York City Firefighters work the fewest number of hours per week.

Firefighter Demand No. 39
Fire Marshal Demand No. 49

VACATION AND LEAVE - Art. XII

Delete word "seriously" from third line of paragraph so that an employee disabled but not hospitalized shall have the right to change vacation leave to sick leave. [Also included in Fire Marshal Demand No. 49 - Retain all other provisions in the 1984-1987 agreement.]

Union Position

The Union submits that these demands would prevent those employees who become ill while on annual leave from losing their entitlement to annual leave. Instead, according to the Union, these demands would permit employees to take sick leave whether or not the illness is service connected.

City Position

The City claims that there is no justification for granting UFA members the rights sought in these demands. The City estimates that the cost of these demands will \$5 million in the going out rate; and \$15 million over three years.

Firefighter Demand No. 43
Fire Marshal Demand No. 54

VACATION AND LEAVE - Art. XII

Provide that accrued terminal leave may be taken by employees after ten (10) years of service in time only and that employees shall be compensated in cash at the current pay rates for any unused terminal leave when he leaves service; provide that accrual of terminal leave be increased from three (3) to five (5) days for every year of service. Further provide that an employee must have at least ten (10) years of service to be entitled to terminal pay unless he retires on ordinary or accidental disability retirement prior to ten (10) years or dies, in which case he or his beneficiary shall be entitled to the lump sum value of days standing to his credit at the time of his disability or death.

Union Position

This demand would increase terminal leave accrual from 3 to 5 days per year; and would entitle an employee after 10 years to take accrued terminal leave at any time prior to retirement. In addition, this demand would permit an employee either to trade his/her remaining accrued personal leave time immediately prior to retirement or cash it out upon retirement.

City Position

The City claims that terminal leave was never intended to provide sabbaticals for firefighters after ten years of service. Rather, it was a benefit to be granted to employees upon termination of their service with the City. The City alleges that the UFA is attempting to change the meaning of its terminal

leave benefit so that its members will not have to use terminal leave in their last year of service. The City notes that the number of hours actually worked in the last year of service is the number used to determine pension calculations.

The City maintains that terminal leave for uniformed employees is standard; and there is no basis for granting these employees a greater benefit. In any event, the City estimates that increasing the number of terminal leave days accrued each year would have a cost of \$8.54 million. Moreover, it calculates the going out rate of these demands to be \$15 million; \$45 million over three years.

Firefighter Demand No. 44
Fire Marshal Demand No. 55

VACATION AND LEAVE - Art. XII
Provide that each employee, upon separation from service, may take a vacation in cash at the then applicable straight time rates, or in time off, at the employee's option, to include the present year's entitlement and accrual, to be included in pension calculation.

Union Position

The Union maintains that this demand would permit employees to cash out their annual leave during their final year. Thus, the Union submits, employees would not be required to take unwanted additional vacations in their final year so as not to lose their accrued vacation entitlement.

City Position

The City estimates the cost of these demands at \$1.5 million in the going out rate; and \$4.5 million over three years.

Firefighter Demand No. 46
Fire Marshal Demand No. 57

VACATION AND LEAVE - Art. XII
Provide all employees the opportunity for two (2) blood

days without restriction of the number of employees involved.

Union Position

The Union claims that increasing the number of blood days per year would encourage the donation of much needed blood.

City Position

The City notes that civilian employees and other uniformed groups no longer have blood days. Thus, the City argues, while the trend has been to give up blood days the UFA is seeking to increase the number per year. Currently, Firefighters and Fire Marshals are entitled to one fifteen hour tour off when they donate a pint of blood. The City claims that the elimination of this benefit in its entirety would provide savings which could be used to fund benefits beyond the 16.99% pattern settlement. On the other hand, the City circulates that if these demands were granted it would cost \$.333 million in the going out rate; and \$1.0 million over three years.

Firefighter Demand No. 47
Fire Marshal Demand No. 58

VACATION AND LEAVE - Art. XII

Contractually clarify Department policy on vacation leave for members or spouse's childbirth or childcare (aside from medical leave for childbirth).

Union Position

The UFA maintains that this demand merely seeks to provide parental leave to male and female Firefighters equally.

City Position

The City maintains that while the Fire Department currently has no written policy on childcare leave, it does intend to promulgate a written policy on this subject. Thus, the City

argues, once the policy is promulgated there will be no need to clarify it contractually.

Firefighter Demand No. 49
Fire Marshal Demand No. 60

VACATION AND LEAVE - Art. XII
Provide contractual entitlement to death leave currently set forth in regulations; expand definition of "immediate family" to include Grandparents.

Union Position

The Union notes that by these demands bereavement leave would become a contractual right rather than a regulation subject to unilateral change in certain circumstances.

City Position

The City claims that the UFA has presented no evidence or arguments to justify inclusion of the Department's regulation on bereavement leave in the contract. In terms of expanding the definition of "immediate family", the City claims that the UFA is seeking a benefit to which no other City employees are entitled. In any event, the City estimates that the cost of these demands would be \$.75 million in the going out rate; \$2.26 million over three years.

Firefighter Demand No. 50
Fire Marshal Demand No. 61

VACATION AND LEAVE - Art. XII
Provide contractual entitlement to policy currently set forth in Command Chief Circular #16 Revised, concerning release of employees to attend funerals of deceased Firefighters and Fire Marshals.

Union Position

The UFA asserts that these demands have a two-fold purpose; (1) to establish a contractual right to release time to attend the funerals of deceased Firefighters and Fire Marshals and; (2)

to clarify that the City cannot amend its policies unilaterally.

City Position

The City maintains that the UFA has demonstrated no need to include Command chief Circular #16 in the agreement. Moreover, it notes that the Union has the right to grieve any misapplication or misinterpretation of the regulations and policies of the Department.

Firefighter Demand No. 53

SAFETY STANDARDS AND EQUIPMENT - Art. XIII

Provide for the establishment of a safety committee to replace the existing Fire Department Safety Committee, with equal Union/Management representation. Further provide for the submission of deadlocked disputes to the arbitration machinery of the agreement within 30 days of the deadlock.

Fire Marshal Demand No. 67

SAFETY STANDARDS AND EQUIPMENT - Art. XIII

Provide for the establishment of a safety committee consisting of six (6) members, with equal Fire Marshal/Fire Department representation; one Department-designated member of the Committee to be from the Safety Division. Provide for the submission of deadlocked disputes to the arbitration machinery if the agreement within 30 days of the deadlock.

Union Position

The Union claims that the purpose of these demands is to reconstitute the safety committee with a more clearly defined objective of addressing and resolving safety issues. While the UFA acknowledges that in its scope of bargaining decision the Board held that the demand for binding arbitration was nonmandatory and, therefore, could not be submitted to the Impasse Panel, it nevertheless maintains that it needs direction from the Panel to reformulate the safety committee in a way which would enable it to consider safety issues "in a more serious

manner", and thereby contribute to the appropriate resolution of safety issues as they arise.

City Position

The City submits that the addition of members to the currently existing Safety Committee would make the committee much too cumbersome to be effective. Moreover, the city asserts, in reality neither union nor management representatives have been excluded from Safety Committee meetings.

Firefighter Demand No. 55
Fire Marshal Demand No. 70

Require Department to provide adequate decontamination facilities for protective clothing. Further amend last sentence [of Article XIV, §1] to provide that if the Department does not correct a claimed violation within 72 hours the Union may file a grievance at Step III of the grievance procedure.

Union Position

The Union notes that the Board has ruled that a demand for decontamination facilities is not a mandatory subject of bargaining; but ordered a safety impact hearing. The second part of the demand, the UFA notes, would entitle the Union to file a grievance if after 72 hours the defect is not corrected. The Union submits that this would eliminate the uncertainty as the Union's right to file.

City Position

According to the City, the UFA in its pre-hearing brief seems to indicate that the second part of this demand relating to the filing of a grievance remains even after the Board's scope decision. The City disagrees. With regard to the second part of this demand, the City alleges that the UFA has failed to demonstrate that the existing grievance machinery does not

address its needs adequately.

Firefighter Demand No. 58
Fire Marshal Demand No. 73

MESSENGER DUTY - Art. XVI

Provide that any messenger duty in addition to that currently set forth in the agreement shall be performed by Firefighters on overtime at premium pay.

Union Position

The Union alleges that these demands would enable messenger duty be performed without detracting from normal work duties.

City Position

Inasmuch as the Board determined that it could delete Article XVI of the agreement without negotiation, the City argues that it sees no reason to respond to these demands.

Firefighter Demand No. 59

TRANSPORTATION - Art. XVII
Increase rate of reimbursement.

Fire Marshal Demand No. 75

TRANSPORTATION - Art. XVII
Retain provisions of the 1984-1987 agreement except to provide for increase in the rate of reimbursement.

Union Position

The Union submits that under the current agreement, employees are actually reimbursed at the rate of \$6.90, even though the agreement still recites the old rate of \$1.75. Thus, the UFA claims that the purpose of these demands is to conform the contract to existing practice; and in addition, to increase the amount to \$10. The Union claims that this increase is necessary "because of the obvious increases in the cost of operating personal vehicles."

City Position

The city estimates that the cost of this demand would be \$100,000 in the going out rate; and \$300,000 over three years.

Firefighter Demand No. 60
Fire Marshal Demand No. 76

TRANSPORTATION - Art. XVII

Require City to reimburse and/or indemnify an employee for any expense or liability incurred as a result of use of personal car in course of employment.

Union Position

The Union notes that these demands would ensure that employees who use their own cars to perform their duties will receive reimbursement and indemnification for expenses and liabilities incurred as a result of that use.

City Position

The City points out that these demands do not require that employee be authorized to use their own car during the course of employment. The City also notes that there are provisions in the current contract which cover these demands. In addition, but the Administrative Code Section 15-119 provides that "whenever any member of the uniformed force of the department, while in the actual performance of his or her duty, shall lose or have destroyed any of his personal belongings ... such member shall be reimbursed to the extend of the loss sustained, at the expense of the City." Thus, it is the City's position that the benefits currently provided are sufficient and should not be increased. To do so, the City alleges, would disrupt the current web of contractual and statutory provisions for all City employees. Furthermore,, the City asserts that these demands would cost \$50,000 in the going out rate; and \$150,000 over three years.

Firefighter Demand No. 61
Fire Marshal Demand No. 77

TRANSPORTATION - Art. XVII

Provide that employees be given free passage on all City or MTA controlled transportation facilities and for all intra-City bridges and tunnels.

Union Position

The UFA maintains that police officers currently are permitted free passage on all New York City Transit Authority controlled transportation facilities; Firefighters are not. These demands seek to apply the benefit equally to Firefighters and police officers.

City Position

The City notes that it does not have control over the Transit Authority which is a component of a separate state authority, the MTA, with its own governing Board. The City claims that even if it wanted to grant this benefit, which it states it does not, it would have to petition the MTA and the TA to extend this benefit to this group of employees. If the request was granted, it would then be required to fund the request. The City maintains that there is no justification for doing so.

In any event, the City asserts that if the Panel granted these demands the cost for free TA passes would be \$1.6 million in the going out rate; and \$4.8 million over three years.

Firefighter Demand No. 62
Fire Marshal Demand No. 78

VACANCIES - Art. XVIII

Delete last sentence, thereby making right to a vacancy solely upon seniority and qualifications contractual.

Union Position

The purpose of these demands, the Union claims, is to ensure that vacancies are filled based on seniority among qualified individuals so that there can be no improper basis for a decision to fill a vacancy.

City Position

The City asserts that the Fire Department, an emergency service agency, must maintain the flexibility needed to carry out its functions efficiently. Part of this flexibility is the ability to select which of its employees will perform various duties in the Department. The City claims that a provision which would require that a particular assignment be made based on seniority would strip the Department of the ability to assign the best people for the job. Therefore, the City maintains that the Panel should deny the instant demands.

Firefighter Demand No. 64
Fire Marshal Demand No. 82

GRIEVANCE PROCESS - Art. XX
Substantial revision to ensure: a) speedy resolution;
b) participation by department representatives
authorized to resolve issues; c) prompt issuance of
decisions.

Union Position

The Union submits that these demands would restore the integrity of the grievance process by ensuring that Fire Department representatives at the Step III level have the authority to make decisions and resolve grievances at that step.

City Position

The City claims that the UFA has failed to demonstrate that the grievance procedure currently in place is lacking in the

above-listed elements. The City contends that the grievance procedure in its current form serves both parties well; and has not deterred the UFA from filing grievances.

Firefighter Demand No. 68
Fire Marshal Demand No. 86

DELEGATES - Art. XXII
Provide release time for Delegate attendance at UFA sponsored seminars.

Union Position

The UFA notes that each year delegates attend a UFA-sponsored seminar which lasts several days and includes presentations by the Union on matters relating to collective bargaining and the administration of the agreement. Because delegates currently are not given release time to attend the seminar they must make mutual exchanges of tours or use their personal leave days in order to make the necessary adjustments to attend the seminar. The instant demands, the Union maintains, would remove restrictions on delegate attendance at the seminar by granting all delegates release time to attend the seminar.

City Position

The City asserts that the instant demands seek greater benefits than those granted under E.O. 75, which provides release time on an ad hoc basis, "for the more purpose of contractually permitting Delegates to attend UFA junkets." The City claims that it has no control over when or how often the UFA would schedule these seminars. Additionally, it maintains that these demands have an economic cost in that it would permit Firefighters and Fire Marshals to use their delegate status to spend less time working. No other City union enjoys this

contractual benefit, which the City claims has a cost of \$.5 million in the going out rate; and \$1.5 million over three years.

Firefighter Demand No. 71
Fire Marshal Demand No. 91

LINE-OF-DUTY BENEFIT - Art. XXVII

Amend to provide that in the event that an employee on active duty dies as a result of any job-related injury or condition, including but not limited to heart and/or lung disease, or as a direct result of a characteristic hazard of Firefighting duty, or as a result of any attempt on such employee's part to effect the rescue of any person from danger while on or off duty, or while taking any action on off duty arising from his status as a Firefighter, a payment of \$25,000 will be made to the estate of the deceased from funds other than those of the Retirement Fund in addition to any other payment which may be made as a result of such death.

Firefighter Demand No. 72
Fire Marshal Demand No. 92

LINE-OF-DUTY DEATH BENEFIT - Art. XXVII

In addition to the foregoing, provide a \$100,000 life insurance benefit from City funds for any employee who dies while on active service or who is permanently disabled as a result of any job-related injury.

Union Position

According to the UFA, these demands "erase the present false distinction between certain line-of-duty deaths and others related to the performance of Firefighter duties."

City Position

With regard to Firefighter Demand No. 71 and Fire Marshal Demand No. 91, the City notes that a UFA member's estate currently is entitled to a \$25,000 payment if the member dies while "actually responding to, working at or returning from an alarm" All other uniformed employees enjoy the same contractual line-of-duty death benefit. These demands, the City argues, expands the coverage of this benefit at an estimated cost

of \$600,000 in the going out rate; and \$1.8 million over three ears.

As to Firefighter Demand No. 72 and Fire Marshal Demand No. 92, the City claims that Firefighters and Fire Marshals already receive a death benefit similar to that received by other uniform employees. The City argues that there is no justification for UFA members to receive a greater benefit than their uniformed brethren. In any event, the City estimates that the cost of these demands would be \$2.4 million in the going out rate; and \$7.2 million over three years.

Firefighter Demand No. 73

PARKING - Art. XXIX

Revise to require issuance of parking permits to each employee.

Fire Marshal Demand No. 94

PARKING - Art. XXXX

Amend to require provision of twelve (12) parking spaces and issuance of parking permits to each employee.

Fire Marshal Demand No. 107

ATTACHMENT G

The existing provisions of the 1984-1987 agreement shall remain in effect for the term of the new agreement.

Union Position

The Union submits that many firehouses are located in neighborhoods with "chronic and extreme parking congestion." Since many employees drive their cars to work, the Union argues that "parking problems pose a major burden". The Union submits that this demand would alleviate that burden by making parking permits available to each employee.

City Position

The City notes that it is currently required under the Clean Air Act to restrict the flow of vehicular traffic in New York City. It claims that to grant these demands would encourage the use of private vehicles rather than public transportation without serving any valid purpose and, therefore, would contravene public policy. The City also claims that it would provide a guaranteed benefit that is not enjoyed by other City employees. In any event, the City asserts that it might be impossible to provide parking spaces in many of the locations.

Firefighter Demand No. 74
Fire Marshal Demand No. 95

MEAL PERIOD - Art. XXX

Provide for compensation at premium rates for any portion of a meal period which is missed by an employee in order to respond to a fire or other emergencies. Further provide that an employee who works four (4) or more hours of overtime shall be entitled to an additional meal period.

Union Position

The Union contends that these demands seek to provide compensation to Firefighters who miss their meal period; and would ensure that Firefighters who work overtime are provided an appropriate meal period.

City Position

The City characterizes these demands as economic demands and points out that these benefits are not enjoyed by police officers or any other City employees. Moreover, the City notes, pursuant to these demands it would end up paying for four hours of work at the rate of time and one-half when only three hours were worked. In any event, the City estimated that the cost of these demands

would be \$11 million in the going out rate; and \$33 million over three years.

Firefighter Demand No. 77
Fire Marshal Demand No. 108

ATTACHMENT H

Increase entitlement to allowance for cleaning and maintaining of personal equipment from one-half hour to one hour; additionally, provide for administrative time for Chief's Aids of one (1) hour under circumstances which such employees are also entitled to the foregoing. [Fire Marshal Demand No. 108 also provides: Amend by inserting "or Supervising Fire Marshal" after the term "Company Officer."]

Union Position

These demands are intended to increase wash-up time for Firefighters and Fire Marshals. In addition, they would provide one hour of administrative time to Chiefs' Aides.

City Position

The City contends that this is an economic demand which would increase "wash-up" time by 100%. As to the merits, the City asserts that "there is not even a scintilla of evidence which would warrant this increase." The City estimates that these demands have a cost of \$667,000 in the going out rate; and \$2.0 million over three years.

Firefighter Demand No. 79
Fire Marshal Demand No. 111

ATTACHMENT K

Extend coverage to employees who have transferred from New York State Fire and Police Department retirement funds. In addition, amend to provide that the transferred employees referred to in Attachment K, as amended, & shall be treated in the same manner as if they transferred from the uniformed service of the New York City Police Department for the purpose of, including, but not limited to, calculating increments and longevity adjustments, taking of entrance and promotional exams, seniority, vacation reimbursement, retirement and pension.

Union Position

The Union claims that these demands would give prior time credit to employees who transferred from the New York State Fire and Police Department Retirement Funds. It would also permit, to the extent authorized by Section 343 of the Retirement and Social Security Law, use of prior time in calculating seniority, vacation reimbursement, retirement and pension.

City Position

The City submits that these are economic demands inasmuch as they would increase the cost of increments, longevity adjustments and vacation reimbursements by providing time, in an accelerated manner, to UFA members who have transferred from the New York State Fire and Police Department Retirement Funds. Furthermore, the City notes that Section 343 of the Retirement and Social Security Law governs the transfer of membership between retirement systems. Therefore, it argues that the Panel should not disrupt the legislative structure provided in the above-mentioned section.

Firefighter Demand No. 80
Fire Marshal Demand No. 113

ADDITIONAL PROVISIONS

Provide an education allowance of \$1,200 per year for each employee attending job-related credit college courses and/or seminars; provide for release time of up to six (6) hours per week for employees to attend such courses and/or seminars.

Union Position

The Union explains that this demand would provide an education allowance and release time to Firefighters and Fire Marshals who are attending job-related college courses or seminars.

City Position

The City claims that these are economic demands, for which the Union has provided no justification. The City calculates the cost of these demands at \$23.50 million in the going out rate; and \$70.5 million over three years.

Firefighter Demand No. 83
Fire Marshal Demand No. 115

ADDITIONAL PROVISIONS

Provide that the City will defray the cost of line-of-duty funerals.

Union Position

According to the Union, the City currently does not defray the expenses incurred from funerals due to line-of-duty deaths. This demand would provide such compensation.

City Position

The City argues that these demands have an economic cost. Therefore, if the UFA were to achieve this benefit, additional savings would have to be provided or it would have to be funded out of the pattern settlement.

Firefighter Demand No. 93
Require that the City shall provide at no cost to probationary Firefighters all required uniforms, in lieu of the uniform allowance required to be paid to such probationary Firefighters pursuant to Article VI, Section 5 of the Collective Bargaining Agreement.

Union Position

The Union notes that currently, newly hired probationary Firefighters are required to purchase their entire designated work uniform in addition to their protective equipment. This demand would require the Fire Department to provide the required work uniform to newly hired Firefighters.

City Position

The City claims that no other uniformed department in the City provides its probationary employees with "all required uniforms" at no cost. It submits that the current uniform allowance is sufficient to meet the needs of probationary Firefighters. Moreover, the City estimates that the cost of this demand would be \$275,000 in the going out rate; and \$825,000 over 3 years.

Fire Marshal Demand No. 9

WORK SCHEDULE - Art. III

Retain first sentence of provision in 1984-1987 agreement. Amend to provide that the four (4) hour minimum compensation for court appearances shall not include travel time. In addition, provide that a Fire Marshal shall not be required to use his own vehicle for court appearances unless he is compensated with two (2) additional hours of overtime. Further provide that Fire Marshals ordered to report for duty from a scheduled off-tour or a scheduled rest period, shall be compensated at a minimum of six (6) hours if not assigned to duty and for a minimum of nine (9) hours if assigned to duty. Further amend to provide that such compensation shall be at premium time.

Union Position

This demand, the Union points out, would provide that the four hour minimum guarantee does not include travel time, for which there are separate provisions governing compensation. In addition, the Union notes that the demand also would provide for compensation if the Department does not provide the Fire Marshal with car to travel for a court appearance.

City Position

The City contends that this is*an economic demand which would have a cost of \$122,000 in the going out rate; and \$366,000 over three years. In any event, the City claims that there is no

basis for compensating Fire Marshals for time not actually spent working.

Fire Marshal Demand No. 11

WORK SCHEDULE - Art. III

Retain provision in 1984 -1987 agreement. Amend to provide additionally that when Fire Marshals are ordered to work overtime to complete required administrative duties, they shall be compensated at a minimum of one (1) hour.

Union Position

The Union claims that the work of Fire Marshals involves a significant amount of paperwork. Currently, when the amount of that work is such that they cannot complete it by the end of their regularly scheduled tour and they are ordered to work past the end of the tour to complete that work, Fire Marshals are provided compensation for one-half hour at the rate of time and a half. This demand seeks to ensure that Fire Marshals are compensated at premium pay rates for a minimum of one hour for such ordered administrative duties after the end of the regularly scheduled tour.

City Position

The City asserts that there is no reason to compensate Fire Marshals for time not spent working. Moreover, the City contends that this is an economic demand which would have a cost of \$853,000 in the going out rate; and \$2.56 million over three years.

Fire Marshal Demand No. 13

WORK SCHEDULE - Art. III

Provide that an additional 30 minutes of administrative preparation time shall be added to the Fire Marshals' work chart to be compensated in 10 days time off each year to be taken at the Fire Marshals' discretion.

Union Position

This demand would provide that Fire Marshals begin their regularly scheduled tours one half hour early in order to finish their administrative work and preparation by the time their regularly scheduled tours start. The extra half hour would be compensated in the form of 10 days of compensatory time.

City Position

The City asserts that this is an economic demand which would have a cost of \$1.6 million in the going out rate; and \$4.8 million over three years. In addition, the City claims that "there is no basis or merit for this demand."

Fire Marshal Demand No. 20

SALARIES - Art. VI

Provide for substantial increase in the base salary of Fire Marshals on July 1, 1987, consisting of a substantial increase in the base pay of Firefighters First Grade plus specialty pay in the amount specified below:

<u>Level As A Fire Marshal</u>	<u>Specialty Pay</u>
First Year	8.32% above present 9.68% differential
Second Year	Additional 6%
Third Year	Additional 4%
Fourth Year and beyond	Additional 4%

Union Position

The UFA notes that Fire Marshals currently earn approximately 9.68% above Firefighters with equivalent years of service. Notwithstanding the stagnation of the wage differential, the Union argues, the Fire Marshals' job has undergone a striking transformation. The central duties are and

always have been: 1) to determine the cause and origin of a fire; and 2) if a fire is determined to be incendiary, to investigate the crime in order to identify and apprehend the perpetrators and facilitate their prosecution. The Union states, however, that the level of training, skills and sophistication required of Fire Marshals have increased dramatically over the years.

Consequently, the UFA has been attempting to obtain increases in the differential to reflect the changes in the Fire Marshals' job. The Union further claims that it is seeking an increase in the wage differential to address the problem of retention and attrition of Fire Marshals. According to the UFA, after the last impasse arbitration award (by the Nicolau Panel) "35 men went back [to the title Firefighter First Grade] within four months [because] the differential wasn't substantial enough for them to stay here."

The UFA's proposal would add 8.32 % to the current 9.68% differential for a total of 18% above first grade Firefighters. That differential approximates the differential given to third grade detectives in the Police Department whose duties, the UFA asserts, are similar to those of Fire Marshals. The Union notes that while the Nicolau Panel recognized the dramatic changes in the Fire Marshals' job and the nature of their work as investigators, they only recommended a 14% differential. The Union submits that the Fire Marshal group voted to reject that Panel's recommendation because it did not adequately reflect the value of their work.

In addition to the basic differential of 18%, the UFA is also proposing a series of three merit promotions with

corresponding increases in the differential of 6%, 4% and 4%.

City Position

The City claim that the Union's demand would increase the cost of fielding Fire Marshals. It estimates the cost of this demand at \$4.0 million in the going out rate; \$12 million over three years.

The City contends that there is no merit to the UFA's demand. In support of its contention, the City notes that the Nicolau Panel considered a similar demand which was raised in the last round of bargaining. It determined that there was no basis to grant an increase in the differential without concomitant savings.

Fire Marshal Demand No. 32

TEMPORARY SAVINGS - Art. VII
Amend parenthetical language to include Supervising Fire Marshal.

Union Position

The Union states that the purpose of this demand is to clarify that the broad language of the provision includes assignments to Supervising Fire Marshal positions.

City Position

The City asserts that the UFA is seeking additional payments for Fire Marshals who, due to unforeseen circumstances, are called upon to replace temporarily supervising Fire Marshals during particular tours of duty. The City notes that while Firefighters currently have this benefit, it is seeking to eliminate the benefit in this round of bargaining. The City claims that the savings realized from the elimination of the

benefit could be used to fund the overall package. In any event, it is the city's view that there is no merit to this demand in that both uniformed and civilian employees regularly are called upon to fill in for their supervisors on a temporary basis.

Fire Marshal Demand No. 47

VACATION AND LEAVE - Art. XII

Amend to provide that the longstanding practice regarding annual leave for Fire Marshals, which provides for annual leave in the amount of 226 hours plus an adjusted tour, shall continue.

Union Position

The Union contends that the current provision should be continued unchanged for the term of the new agreement.

City Position

The City claims that due to a mistake inadvertently made by the Department 20 years ago, Fire Marshals receive more annual leave than any other uniformed employee in the Fire Department. The City asserts that this error was discovered when the new payroll management system was implemented. The City notes that when it attempted to correct the error, the UFA filed a grievance on behalf of Fire Marshals, and prevailed because of departmental past practice. The City maintains that the error should be rectified in this proceeding so that Fire Marshals are not treated better than their fire brethren.

Fire Marshal Demand No. 62

VACATION AND LEAVE - Art. XII

New Sections: Provide that when a Fire Marshal changes squads, he will not be denied his normal rest period between tours. In the event that a Fire Marshal is denied his normal rest period and is required to work, he shall be compensated at premium time.

Union Position

The Union claims that the purpose of this demand is to ensure that upon reassignment to different squads, Fire Marshals will be compensated for the denial of their regularly scheduled rest period.

City Position

Currently, the City notes, when a Fire Marshal changes squads he is granted his normal rest period between tours. Consequently, "there is absolutely no basis whatsoever for this demand."

Fire Marshal Demand No. 79

VACANCIES - Art. XVIII

Provide that BFI shall post vacancies and transfers within the Bureau by Department Order.

Union Position

This demand, the Union asserts, is intended to require the Bureau of Fire Investigation to post vacancies by Department Order, and thereby permit all Fire Marshals the opportunity to request assignment to those vacancies.

City Position

The City submits that this demand would create an administrative burden and, in addition, would be impossible to implement in writing. Moreover, the city notes that the UFA has raised no inequities in the application of the current assignment and transfer policy.

Fire Marshal Demand No. 83

Provide for the establishment of a Labor-Management Committee consisting of four (4) members, with equal Fire Marshal/Fire Department representation.

Union Position

According to the Union, Firefighters and Fire Marshals have entirely distinct jobs and, therefore, are concerned with entirely different labor-management issues. This demand, the Union claims, recognizes that fact; and by establishing separate labor-management committees for Firefighters and Fire Marshals would facilitate the efficient resolution of distinct labor-management issues that arise in the two groups.

City Position

The City notes that the current agreement already provides for a Labor-Management Committee covering both groups represented by the UFA, Firefighters and Fire Marshals. The City claims that the UFA has provided "no adequate justification or basis" for establishing yet another committee; nor has it demonstrated that the existing committee has not adequately addressed Fire Marshal issues.

Fire Marshal Demand No. 84

DELEGATES - Art. XXII

Amend to provide that where there are more than 25 Fire Marshals in a location, the Union may designate additional delegates in a ratio of one delegate for each additional 10 to 25 Fire Marshals at such location.

Union Position

The UFA submits that the actual practice has been to provide an additional delegate for each additional 10 to 25 Fire Marshals. The instant demand, the Union claims, "is merely intended to codify existing practice."

City Position

The City notes that in the last round of bargaining the UFA sought one UFA delegate for every 25 Fire Marshals. The Nicolau Panel granted that demand on the ground that it gave Fire Marshals the same ratio as Firefighters. The City claims that the UFA is now seeking an even greater benefit than it achieved in the last round of bargaining; a benefit that is even greater than Firefighters currently enjoy. The City contends that this is an economic demand inasmuch as delegates receive release time with pay. In any event, the City claims that there is no objective basis or merit for this demand.

Fire Marshal Demand No. 105

ATTACHMENT E

Amend by inserting the words "or a Fire Marshal" after the words "Firefighter first grade."

Union Position

The Union asserts that the purpose of this demand is to clarify that Attachment E applies equally to Firefighter and Fire Marshal delegates.

City Position

The City asserts that this demand is redundant in that it seeks to give Fire Marshals a right which they already possess under the NYCCBL. As a result, the City argues, if this demand were granted, Fire Marshals could seek redress in a multiplicity of forums.

Fire Marshal Demand No. 106

ATTACHMENT F

Clarify that Attachment F applies to Fire Marshal quarters as well.

Union Position

The Union submits that the purpose of this demand is to

ensure that the provisions of Attachment P, concerning adequate ventilation in the firehouses, apply equally to Fire Marshal facilities.

City Position

The City asserts that the purpose behind Attachment F is to provide proper ventilation of the floors in firehouses where diesel equipment is stored and operated. Since Fire Marshals do not operate diesel equipment, the City contends that there is no objective basis whatsoever for the extension of this provision to them.

THE CITY'S DEMANDS

CITY DEMAND NO. 6

RELEASED TIME

All released time shall be reduced by 50%.

Union Position

The Union argues that the current provision should be continued unchanged for the term of the new agreement.

City Position

The City notes that currently there are 10 Firefighters comprising the Executive Board of the UFA who receive "full release time" from the City. This means that while their salaries are paid in full by the City, they are released full time to perform Union duties. In addition, there are 381 delegates who receive partial release time from the City, more than any other uniformed forces. The City claims that this high percentage of release time directly impinges upon the Department's ability to schedule its employees. Moreover, it

submits that if the Panel adopted its proposal, the savings generated would be used to fund benefits for the UFA beyond the pattern settlement.

CITY DEMAND NO. 8

ASSIGNMENT OF PERSONNEL AND SCHEDULING

Eliminate all restrictions, limitations and penalties on management's right to assign and schedule its employees such as acting out-of-title; portal to portal; recall; restrictions on detailing, inspectional activities, backfilling, overtime assignments and brush fire units.

Union Position

The UFA notes that the NYCCBL states that in making its award, an impasse panel shall confine itself to matters within the scope of collective bargaining. The Union contends, however, that that does not mean that in making its award and in its thinking process leading to that award the Panel cannot consider the savings that will result from changes in the contract due to the Board's decision. .;For example, the Union submits that the limit on inspections, valued by the City at \$500,000, was removed. In addition, the UFA notes that as a result of the scope decision, the City is now allowed to detail Firefighters city-wide. The UFA calculates the value of this savings to the city at \$3.9 million. Moreover, it asserts that with the restrictions on detailing removed, the need for Firefighters to be paid premium pay under the portal-to-portal provision is greater than ever.

Finally, with regard to the City's demand concerning the scheduling of Firefighters off the duty chart and off the two-platoon system, the UFA states that it is "somewhat difficult in some respects to understand exactly what [the City is) seeking."

In any event, the Union claims that there is at least a serious question as to whether or not an Impasse Panel has the authority to award that which the City is seeking. The Union contends that Section 15-112 of the Administrative Code, which sets forth a two-platoon system for all employees within the title Firefighter, "does not admit of the variations that the City would have this [P]anel award." Accordingly, the Union asserts that this is "an issue which could affect the entire award of the [P]anel were it dealt with in a way that the City ... wants it to be dealt with."

City Position

The City notes that the Board determined that a number of the item raised in this demand are nonmandatory subjects of bargaining and, therefore, may be submitted to the Panel only by the agreement of the parties. The Union has not agreed to do so. The City submits, however, that if it did, the "[s]avings generated from the elimination of those aspects of this demand that remain can be used to fund benefits beyond the uniformed pattern settlement."

With regard to the scheduling of Firefighters and Fire Marshals off the duty chart when they work in non-firefighting functions, the City states that it "firmly believes" that this issue is within the scope of bargaining. The City contends that this demand relates to the length of the work day and work week, a subject which the Board has determined to be a mandatory subject of bargaining. Thus, the City argues, this demand is properly before this Panel; and it must recognize the right of the City to schedule its employees when their services are

required.

CITY DEMAND NO. 9

GRIEVANCES

a.) Grievances must be initiated within 60 days.

Union Position

The Union contends that the current provisions should be continued unchanged for the term of the new agreement.

City Position

The City claims that reducing the amount of time to file a grievance would make the grievance procedure more expeditious, a result which would promote sound and harmonious labor relations and, therefore, be in the public interest. In support of its demand, the City alleges that when grievances are left unanswered for a period of time, witnesses are often not available or do not have complete recall of the events leading up to the filing of the complaint. Thus, a full and fair adjudication of the dispute is no longer possible. The City asserts that "[t]he quick resolution of grievances will be beneficial to the UFA and the employees it represents, as well as management." Moreover, the City notes that the UFA also has a demand seeking to make the grievance procedure more expeditious.

b.) The grievance machinery shall be the exclusive remedy for all matters defined as a grievance in Article XX.

Union Position

The UFA contends that the current provisions should be continued unchanged for the term of the new agreement.

City Position

According to the City, there is nothing in the current agreement to prevent the UFA from seeking relief for its

contractually defined grievances outside the grievance and arbitration procedure. Many of the collective bargaining agreements between the City and the municipal unions contain language which requires the union and individual employees to pursue their grievances through the grievance and arbitration procedure. Furthermore, the City claims that the courts of this state have adopted the doctrine of exhaustion of administrative remedies and, upon the proper notion of the City, will dismiss court actions which it has determined are more properly the subject of a grievance. The City maintains that if the Panel adopts its demand it will expedite and facilitate the processing of grievances and, therefore, save the parties both time and expense.

c.) Grievances shall be limited to claimed violations, misinterpretations or inequitable applications of the provisions of the contract or of written policies or regulations of the Fire Department affecting the terms and conditions of employment.

Union Position

The Union contends that the current provisions should be continued unchanged for the term of the new agreement.

City Position

The City alleges that virtually all of the collective bargaining agreements between the City and the municipal unions provide for the limitation contained in the instant demand. The UFA contract currently permits grievances involving past practices. The City submits that this language encourages the UFA on its own behalf and on the behalf of its members to pursue frivolous claims which are based on alleged conversations or practices. The City contends that if the UFA is truly seeking to

expedite the processing of grievances, the language it proposes would be a major step in that direction.

CITY DEMAND NO. 10

VACATION SCHEDULE

There shall be a new reduced vacation schedule for new hires and the allocation of delegate summer vacations shall be reduced.

Union Position

It is the position of the Union that if this Panel grants its members full parity with police officers on the rates of pay, including the longevity increases and the uniform allowance, without requiring incumbent Firefighters and Fire Marshals to fund these benefits by providing additional savings to the City, it would accept a reduction in the vacation schedule as well as a stretch on the number of steps to maximum for new hires. If, on the other hand, this Panel does not award full parity with the PBA, the UFA proposes that there be a break in parity, which includes three 10% compounded wages increases without any reduction in the vacation schedule or stretch on the number of steps for new hires.

City Position

The City notes that the PBA pattern settlement provided for a reduced vacation schedule for new hires. The savings from the reduced schedule was used to generate benefits above the 16.99% cost to the City. If the panel were to grant this demand, the City maintains that the savings would be used to generate benefits above the pattern.

CITY DEMAND NO. 12

NONPRODUCTIVE TIME

Eliminate all nonproductive time such as wash-up time, overtime guarantees and travel time.

Union Position

The UFA contends that the current provision should be continued unchanged for the term of the new agreement.

City Position

The City states that if the Panel were to grant this demand, the savings would be used to generate benefits greater than the pattern settlement.

CITY DEMAND NO. 14

LETTERS AND AGREEMENTS (DELETE)

All the side letters and attachments to the 1984-1987 Agreement shall be deleted.

Union Position

The Union contends that the current provision should be continued unchanged for the term of the new agreement.

City Position

The City asserts that if the Panel were to adopt any of the economic aspects of the demand which remain, the savings generated would be used to fund benefits above the pattern settlement.

DISCUSSION

This Panel has been presented with a great number of issues for its consideration. We have described all of the issues in some detail. However, we are persuaded that we should focus primarily on economic issues. since the pattern for the uniformed forces unions has been set by the PBA settlement, we believe that the costs that should be considered are necessarily limited.

This panel accepts the premise that parity, i.e. equal pay

and benefits for Firefighters with Police Officers, is essential to maintaining sound labor relations with the uniformed forces in New York City. The importance of parity has been amply demonstrated by the documentary and testimonial evidence presented both by the City and the UFA, especially that of Chief Hart. This Panel does not intend to disturb that relationship. Moreover, we note that parity has been endorsed by the city as evidenced by its rejection of the Zuccotti Commission's recommendation that the parity relationship between New York City Police Officers and Firefighters, which has existed for nearly one hundred years, be broken.³ In any event, we find that our determination in this matter is consistent with the statutory criteria of "comparability".

Having accepted that parity must be maintained, the first step in our decision is to endorse the three six percent compounded annual wage increases negotiated by the City and the PBA, the first of which is effective July 1, 1987. That results in an overall benefit to incumbent Firefighters and Fire Marshals of 19.1% at the beginning of July 1989. But then the matter becomes complicated.

³The Final Report of the Mayor's Advisory Committee on Police Management and Personnel Policy (the Zuccotti Commission's Report), dated February 24, 1987, stated in pertinent part that

"... given the budgetary constraints of the City, it will take time and perhaps several collective bargaining contracts before police officers in New York City are compensated at the level they deserve. Nevertheless, we recommend that new standards of Professionalism and the unique role of police officers should be recognized through the elimination of Rarity with other uniformed services' (Emphasis added)

It is not disputed that in this round of bargaining the uniformed forces unions, upon the initiative of the PBA, abandoned the practice of coalition bargaining. Aided by the mediation efforts of Alan Viani, Deputy Chairman of the Office of Collective Bargaining, the PBA and the City arrived at a new schedule for Police Officer salaries. The parties agreed to freeze the starting rate since experience has demonstrated that recruitment is not a problem insofar as there exists a large number of applicants for Police Officer positions. They also agreed to stretch the length of time it takes a recruit to become a Patrolman from the present three years to five years. In addition, the PBA settlement includes a reduction in the annual leave for employees hired on or after July 1, 1988 to 20 days for the first five years of service. The parties applied some of the savings from these changes to increase the annual longevity rates in the expectation that such a measure would aid in the retention of Police Officers. The result was that the longevity rate increased from \$300 to \$1000 after five years, from \$400 to \$2,000 after ten years, from \$500 to \$3000 after fifteen years, and from \$600 to \$4000 after twenty years.

Applying these benefits to Firefighters, however, results in a greater cost to the city because Firefighters do not have as high a rate of turnover as Police Officers. It is the position of the City that not only must the salaries for comparable service provided by Police Officers and Firefighters be the same, but the cost to the City also must be the same, or nearly so. The City claims this is can be achieved if the Firefighters yield certain benefits that they now enjoy.

The City further points out that the PBA settlement included a major benefit to the City, the trade in of the Variable Supplement Fund ("VSF"). The VSF, negotiated and granted by an Impasse Panel in 1969 and legislated in 1970, was created to supplement the retirement allowances of certain members of the Police and Fire pension systems. The VSFs are funded by transfers of assets ("skim") from their respective pension funds. The statutory formula for determining transferable earnings compares the earnings of the stock investments of the pension funds in each fiscal year with the earnings which the same amount of principal, if invested in fixed securities (bonds), would have produced in the same fiscal year. The rate of interest which would have been earned by the hypothetical fixed-income investments with respect to each fiscal year is fixed for such fiscal year by the trustees of the pension funds.

The excess of the actual stock investment yield for a fiscal year over the hypothetical bond investment yield for such fiscal year is transferred to the VSFs. If the hypothetical bond investment yield exceeds the stock investment yield for a fiscal year, that "loss" must be overcome by cumulative gains in subsequent fiscal years before any excess stock investment yield is transferred to the VSFs. No money is ever transferred back from the VSF to the pension plans. Moreover, in such a situation an artificial 6% cap is placed on the hypothetical bond investment yield.

The pension funds are thus limited to the hypothetical fixed-income rate of return, with the expectation that that rate will be lower than the stock yield. Yet when that rate exceeds

the stock investment yield, the difference only, inures to the benefit of the pension funds as a reduction of future skims. No funds are transferred from the VSFs to the pension, plans and no interest accrues on the excess of the hypothetical bond yield over the stock yield. Furthermore, in such a situation, the pension plan's yield is arbitrarily capped at 6%.

Under the VSF as it now exists for Firefighters, there is no way of predicting what the skim or the benefit for eligible retirees will be.

The trade in of the VSF by the PBA resulted in an elaborate costing formula which makes it's net package cost to the City approximately 17%. The savings to the City from the VSF trade in, stated in percentage terms, is valued at .878% of the cost of the PBA settlement. This figure is arrived at by taking the net present value of the VSF for a Police Officer with 30 years of service. However, when an equivalent formula is applied to the Firefighters the savings amount to only .419%. The City insists that the difference in cost must be made up by additional savings or concessions from the UFA.

By projecting the net present value cost to the City of the PBA settlement at the 11th year, the cost to the City is essentially a wash at .02%. For Firefighters, on the other hand, the cost is 1.26%, or 1.24% more than the cost of the PBA settlement. Again the City insists that this cost differential must be not by the UFA.

The UFA suggests that if the net present value is to be used, it should be based on a longer period for the UFA than the 11 year period used by the City and the PBA in their

negotiations. We note that for a Firefighter at twenty years the net present value of the cost of the PBA package as applied to the UFA is .467%; at 25 years it is .02%; and at 29 years it is (.21)%. The City states that the 11 year figure was recommended by the City's actuary, and that if it had used the 20 year figure for the PEA it would have been (.81)4; much more expensive for the City.

The UFA argues that it is unfair to apply the cost of the PBA settlement, which is based on demographics unique to that bargaining unit, to the UFA. Firefighters, according to the Union, should not be punished for staying on the job longer than Police Officers. The City, on the other hand, points out that its costs are greater when applied to the UFA in that it costs more to give a percentage increase to a bargaining unit which is comprised of employees with greater longevity. It also notes that when it agreed to a longevity increase for the civilian groups in 1987, it charged District Council 37 with a cost of 1.2% and the Communications Workers of America, which represents longer service employees, with a cost of 1.71% for longevity. Furthermore, the City argues, a percentage increase costs more when applied to the UFA because Fire Marshals are included in the bargaining unit, and they presently receive a differential of 9.68% over the salary of Firefighters. Finally, the City notes that it was the decision of the uniformed forces to forego bargaining as a coalition in this round. As a result, the City asserts that it is justified in adapting the PBA pattern for all subsequent settlements.

In reaching our decision, we have accepted the City's above-

referenced method of costing for this round of bargaining for the following reasons. First, we note that all three of the tentative agreements negotiated by the UFA prior to the instant impasse proceeding accepted the City's costing methodology. Secondly, to ignore the variations in cost to the City of providing similar benefits to different bargaining units would be to reject the costing methodology accepted by the civilian unions in their negotiations with the City in the 1984-87 round of bargaining (the civilian unions' first round of bargaining outside of a coalition since the Fiscal crisis) and again in the 1987-90 round of bargaining. Lastly, in the absence of a better method of costing, such as using the Uniformed Forces Coalition as it previously existed as a base, we know of no better method. In this regard, it is important to note that the UFA does not disagree with the numbers provided by the City. Rather, it disagrees only with the City's method of costing.

Having accepted the City's method of costing, we now turn to how the package should be constructed. We have decided to provide two packages in the alternative at the election of the UFA's rank and file membership. We do so because we recognize that the scope of bargaining decision issued by the Board of Collective Bargaining and the New York City Collective Bargaining Law mandate that absent the consent of the parties, this Panel may only consider issues and, therefore, base its award, on matters which are mandatory subjects of bargaining. In the present case, the City has made it clear that we are free to consider the VSF and the matter of hours of work. Accordingly, one of our options will include these issues, subject to an

affirmative vote by the rank and file membership of the UFA within thirty days of the receipt of this award. In the event timely approval by the UFA's rank and file membership is not conferred, the alternative package, which consists only of mandatory subjects, shall be awarded.

We shall also provide an increase of 2.32% in the differential for Fire Marshals effective July 1, 1989. This increase will bring the differential for Fire Marshals to 12% over the Firefighters rate. We recognize that the amount is less than that requested by the UFA in the instant proceeding, and less than the 4.32% increase that the Nicolau, Gellhorn, Wolf Panel recommended provided certain conditions specified therein were met. Nevertheless, we do not award the 4.32% which was previously recommended because the Fire Marshals have not accepted a change in the number of appearances required per year - a provision sought by the City in the prior proceeding and a condition required by that Impasse Panel before the 4.32% increase could become effective. Moreover, according to the City, the situation has changed since the Nicolau Panel issued its award and, therefore, that option is no longer available. Thus, inasmuch as the City has changed the starting and finishing times of -Fire Marshals I tours to better meet the needs of the Department, we have concluded that Fire Marshals should be compensated therefor. We note, however, that the City did not change the length of the tour or the length of the work week.

As for the important criteria "interest and welfare of the public" which encompasses the City's ability to pay, we have concluded that it is not an issue in this proceeding. In

reaching this conclusion, we note that the City asserts that its cost limit is approximately 17%. Since the Union presented no convincing evidence or arguments to contradict the City's assertion, we have accepted the city's cost limits in formulating the two options. The issue of ability to pay, however, is also related to the numerous other demands made by the UFA which have been described above in considerable detail. Because we have concluded that we should stay within the overall cost limitations of the PBA settlement, we must reject consideration of all additional requests involving cost items regardless of their merit.

We are satisfied that the increases awarded herein will bring the Firefighters and Fire Marshals total compensation up to a level which they deserve, and which compares very favorably with the highest paid Firefighters and Fire Marshals in the nation.

Additionally, we are persuaded that the increases awarded herein are more than equal to the changes in the Consumer Price index during the contract period.

It is not disputed that the Fire Department is in a transitional stage. Fire activity has dropped, and is likely to continue to drop, due to many factors including better firefighting and increasing property values. As the demand for fire service changes, the Department must also change. For example, Apparatus Field Inspections Duties ("AFID") serves the functions of fire prevention and also familiarization of the firefighting units with the structure under non-fire emergency conditions. In addition, more flexibility in the staffing of the

District Offices and Headquarters is needed since the Firefighters and Fire Marshals duty chart schedules do not conform to the hours of those offices which are run on a business day schedule. Thus, with regard to AFID/AFRD inspections, our award is as follows:

Current restrictions on the scheduling and performance of AFID/AFRD inspections shall be eliminated except under severe weather conditions, such as extreme heat or cold and heavy rain or snow. The parties will resolve any problems with respect to the application of this policy between themselves. In the event the parties are unable to develop agreeable standards for the application of this determination, the Panel Chairman will retain jurisdiction to resolve any outstanding issues. We believe this obviates the need for further hearings before the Board of Collective Bargaining on this issue.

With regard to the assignment of Firefighters and Fire Marshals to schedules that do not conform to the duty chart, our award is as follows:

The Department shall have the ability to assign a finite number of Firefighters to non-firefighting duties (such as the Bureau of Training, Bureau of Fire Prevention, Headquarters, etc.), and to schedules that do not conform to the Firefighter's duty chart. The Department shall also have the ability to assign a finite number of Fire Marshals to special squads (such as Juvenile Firesetters, Modified Red Cap, Day Squads, etc.) to schedules that do not conform to the Fire Marshals' duty chart.

With respect to these two issues, the Union and the Department will be given the opportunity to agree on the details

of the application of this determination, such as the number of employees involved, method of assignment to such schedules and term of the assignment. In the event the parties are unable to agree upon any issues relating to the application of this determination, the Panel Chairman will retain jurisdiction to resolve any outstanding issues.

With regard to all of the other Union and City demands presented to this Panel that do not involve cost, described in detail above, we have reviewed them and conclude that while eloquent arguments have been made, insufficient evidence has been submitted to warrant changing the existing practices and procedures during the term of this contract.

We now turn to an analysis of the PBA package and the options to be awarded herein. The City valued the cost of the three 6% compounded annual wage increases at 19.1%. The reductions in cost achieved by freezing the rate of pay for new hires, by stretching the length of time it takes to reach the maximum rate of pay to six steps, as well as by reducing the annual leave of new hires resulted in savings of 3.17%. However, the cost of the increased longevity payments, the addition to the uniform allowance and Civil Legal Representation Fund, and the cost of the step increments brought the cost back up to 3.19%. When the value of the VSF savings was applied it resulted in additional savings of .878%; or a net: total cost to the City of approximately 17%. It was on this cost basis that three UFA packages were negotiated and ultimately rejected either by the UFA delegates or the Executive Board.

Applying the PBA longevity provisions to the UFA results in

an additional cost to the City of approximately 1%. This is because the longevity increase, at a cost of 2.09% when applied to the PBA, has a cost of 3.05% when applied to the UFA. When all of the costs associated with the PBA package are added up, it would require savings of 2.116% from the UFA to match the PBA package. That is without the VSF trade in. With the UFA's trade in of the VSF, which is valued at .419%, 1.697% in savings would be required to match the PBA package.⁴

With these facts in mind, we turn our attention to the First and Second Option, and their component parts. We note that all of the figures that we have used assume that the agreement between the City and the UFA will be implemented by June 1, 1989.⁵ Accordingly, we emphasize that the viability of Option 1, set forth below, depends upon acceptance by the UFA's rank and file membership of its terms within 30 days of the Union's receipt of this award. Both Options direct that the City's offer of three annual 6% compounded wage increases will be effective retroactive to July 1, 1987. Both Options also direct annual longevity increases, effective on July 1, 1989 in option 1 and on

⁴These figures and those that follow are taken from City Exhibit No. 53, which presents the percentage value of various benefits. Again, we note that the UFA does not dispute the City's cost figures. Rather, its objection is to the City's costing methodology.

⁵The City contends that once the new fiscal year begins on July 1, 1989, the costs associated with the UFA package will change. We note that the UFA did not dispute the City's contention.

July 1, 1991 in Option 2, to total as follows:

after 5 years, increase by \$ 700 to \$1,000
after 10 years, increase by \$1600 to \$2,000
after 15 years, increase by \$2500 to \$3,000
after 20 years, increase by \$3400 to \$4,000

These longevity increases are granted with the understanding that the current rules on pensionability shall remain in effect; that the calculation of night shift differential payments shall be based upon the old longevity amounts of \$300 after five years, \$400 after ten years, \$500 after fifteen years and \$600 after twenty years; and that the Increased Take Home Pay ("ITHP") and pension benefit calculations shall only include the amount of the annual longevity payment that is pensionable.

Both options also assume that the salary for employees hired on or after July 1, 1988 will be frozen; that it will take six steps for those employees to reach the basic maximum; and that the annual leave for those employees will be reduced to 20 days for the first five years of their service, which will result in a reduction of 114 hours from the current entitlement.

Both Options also assume that all incumbents shall receive the basic step increase. Option 1 assumes a \$25 increase in the Civil Legal Representation Fund effective July 1, 1987, as well as an increase in the uniform allowance of \$45 effective July 1, 1988, and an additional \$250 effective July 1, 1989. Option 2 would eliminate the increase in the Civil Legal Representation Fund, but would retain the increase in the uniform allowance.

Additionally, both Options assume that appropriate statutory and contractual changes will be made to put Firefighters and Fire Marshals in the same position as Police Officers are currently

with regard to tax benefits for service-connected sick leave.

Finally, both options assume that the increased differential for Fire Marshals will be 2.32% effective July 1, 1989.

Each Option will contain certain additional variations, as set forth below.

First Option

1. That the UFA trade in its VSF. This is contingent on legislative approval As well as a commitment by the parties that, if the change in benefits is found to be unconstitutional, they will renegotiate on the impact of such a decision. Moreover, in the event that any provision of the VSF legislation once enacted into law shall be adjudged to be invalid or unconstitutional on its face or in its application by a court of competent jurisdiction, the City's obligation to continue the increased longevity differentials awarded herein shall cease nunc pro tunc and the parties shall be required to negotiate the impact of such adjudication on the continuation of said longevity. Savings .419%.

2. That the number of hours Firefighters and Fire Marshals are scheduled to work be increased by 39.6 hours, on an annual basis. This schedule is accomplished by increasing the annual hours by 54.6 and then offsetting that number by granting an additional vacation day of 15 hours, described in City Exhibit No. 53 as an adjusted tour. Thus, the effect is a work obligation totaling 2127.6 hours annually. This will produce a net savings of 1.25%. In this connection, we note that New York City Firefighters work a 40 hour week, which is less than the number of hours worked by Firefighters in any of the 16 largest

cities in the United States. The evidence presented showed that the average number of hours worked per week by Firefighters in those 16 cities is 51 hours. Furthermore, we note that New York City Firefighters are required to make much fewer appearances annually than New York City Police Officers.

To conform this part of the award to the PBA agreement, we also include the following conditions. In the event the above change of hours shall be adjudged to be invalid on its face or in its application by a court of competent jurisdiction, the City's obligation to continue the increased longevity differentials awarded herein shall cease nunc pro tunc and the parties shall be required to negotiate the impact of such adjudication on the continuation of said longevity.

3. That the uniform allowance paid to employees will be deemed to constitute compliance with the December 1987 directive issued by the Commissioner of the New York State Department of Labor concerning compliance with Federal OSHA standards. In addition, the parties are directed to send a letter to the Commissioner of the New York State Department of Labor stating that the negotiated uniform allowance of \$705 effective July 1, 1987 and \$750 effective July 1, 1988 for employees in the titles of Firefighter and Fire Marshal constitutes compliance with Federal OSHA Standards and New York State Public Employee Occupational Safety and Health Regulations set forth at 29 C.F.R. Section 1910.156(e), as incorporated in 12 N.Y.C.R.R. Part 800, which require an employer to provide to an employee who performs interior structural firefighting, at no cost to the employee, protective equipment (referred to in the regulation as protective

clothing) which meets the required standards. In addition, the annual amounts of the negotiated allowance are sufficient to cover the cost of the equipment which meets the required standards. On this basis, we will credit the UFA with .227% in savings.

4. That the restrictions on the City's ability to assign Firefighters to Apparatus Field Inspection Duties be eliminated. The saving is valued at .026%. In addition, the Department's right to assign Firefighters and Fire Marshals to non-firefighting duties and special squads respectively, on schedules that do not conform to their duty chart, as described above, shall be implemented.

5. That an equity fund will be provided, effective July 1, 1989, to increase the Fire Marshals' differential by 2.32% to a total of 12%.

6. That we will credit the UFA with one half of the projected value of the elimination, resulting from the Board's scope of bargaining decision, of the contractual limitation on Division detailing. Not savings .210%.

For convenience the above is summarized from City Exhibit No. 53 as follows:

June 1

AMOUNT OVER PBA	1.697*
54.6 HOURS	(1.552)
DIVISION DETAILING	(0.210)
OSHA	(0.227)
AFID	(0.026)
ADJUSTED TOUR 15 HOUR DAY	0.295
FIRE MARSHAL EQUITY	<u>0.023</u> ⁶
	(1.697)

If the above option is not accepted by the rank and file membership, or if they fail to vote to approve the proposal within 30 days of the receipt of his award, the following terms shall be mandated in addition to the general wage increase described above. This option assumes no VSF trade in of .419%.

Second Option**

1. Delay the effective date of longevity to July 1, 1991. Savings .676%.
2. Eliminate the wash up period effective June 1, 1989. Savings .375%.
3. Eliminate Portal-to-Portal pay effective June 1, 1989. Savings .188%.
4. Eliminate one personal leave day commencing fiscal year 1989. Savings .177%.

*This number does not include the VSF trade in.

⁶The bracketed numbers should be added and the non-bracketed numbers subtracted from that total to achieve the number 1.697.

**Option 2 assumes that 2.116% in savings is required of the UFA to equal the cost of the PBA package.

5. Eliminate Blood Day effective June 1, 1989. Savings .044%.

6. Eliminate \$25 increase in Civil Legal Representation Fund. Savings .033%

7. Eliminate vacation day (adjusted tour) commencing fiscal year 1989. Savings .295%.

8. Remove restrictions on Division detailing effective June 1, 1989. Savings .210%.

Inasmuch as this package results in savings which are fractionally more than the 2.116% required, we suggest that the additional amount be used to defray the cost of the increase of 2.32% in the Fire Marshal salary differential which has been awarded herein.

Again with respect to the Options, we wish to make clear that we would have preferred not to offer them. However, if the concept of parity is to be maintained and not disturbed, as we believe it should be, it seems wise to offer a package which includes the VSF trade in since that provision was accepted by the PBA. Inasmuch as we can only do so with the consent of the UFA, we have given the UFA rank and file membership the opportunity to grant that consent by accepting Option 1. If the UFA rank and file membership rejects Option 1 or does not vote on it, we award Option 2 as an alternative in order to carry out our responsibility to make a final determination. While we are not enthusiastic about the elimination of any items in this alternative, the list chosen seemed the least objectionable to us.

Thus for the reasons stated above, it is our award:

FIRST OPTION

1. The parties have agreed that the term of the agreement shall be three years.

2. There shall be three annual 6% compounded wage increases for employees hired prior to July 1, 1988. The first shall be effective July 1, 1987, the second July 1, 1988 and the third July 1, 1989.

3. The length of time for employees hired on or after July 1, 1988 to reach the basic maximum rate shall be increased to six steps according to the following schedule:

<u>GRADE</u>	<u>EFFECTIVE 7/1/88</u>	<u>EFFECTIVE 7/1/89</u>
6th	\$25,977	\$25,977
5th	\$27,276	\$27,276
4th	\$28,640	\$28,640
3rd	\$30,071	\$30,071
2nd	\$31,575	\$31,575
Basic	\$36,711	\$38,914

All incumbents shall receive the increments until they reach the basic maximum rate.

4. The annual leave of employees hired on or after July 1, 1988 shall be 20 days for the first five years of service. This will result in a reduction of 114 hours from the current entitlement.

5. The annual longevity rates shall be increased, effective July 1, 1989, to total as follows:

after Five Years	\$1,000
after Ten Years	\$2,000
after Fifteen Years	\$3,000
after Twenty Years	\$4,000

6. The City shall increase the Civil Legal Representation Fund by \$25 effective July 1, 1987, and the uniform allowance by \$45 effective July 1, 1988 and by an additional \$250 effective July 1, 1989.

7. The Fire Marshals shall receive an increase in their differential of 2.32%, effective July 1, 1989 according to the following schedule:

FOR EMPLOYEES PROMOTED PRIOR TO 7/1/88

	<u>EFFECTIVE</u>		
	<u>7/1/82</u>	<u>7/1/88</u>	<u>7/1/89</u>
First Grade	\$3,353	\$3,554	\$4,670
Second Grade	\$3,225	\$3,419	\$4,493
Third Grade	\$3,101	\$3,287	\$4,319
Fourth Grade	\$2,644	\$2,803	\$3,683

FOR EMPLOYEES PROMOTED ON OR AFTER 7/1/88

	<u>EFFECTIVE</u>	
	<u>7/1/88</u>	<u>7/1/89</u>
First Grade	\$3,554	\$4,670
Second Grade	\$3,056	\$3,788
Third Grade	\$2,911	\$3,609
Fourth Grade	\$2,772	\$3,436
Fifth Grade	\$2,640	\$3,273
Sixth Grade	\$2,515	\$3,118

8. The UFA shall agree to trade in the VSF under terms and conditions equivalent to the PBA settlement, as described above.

9. Effective June 1, 1989, the scheduled hours of Firefighters and Fire Marshals shall be increased by 39.6 hours, over the 2088 hours that are presently scheduled on an annual basis. This is accomplished by increasing the scheduled number of hours by 54.6 and then offsetting that number by an additional vacation day of 15 hours, described as an adjusted tour. Thus, on an annual basis, Firefighters and Fire Marshals shall be scheduled for a total of 2127.6 hours.

10. That the contributions to the Welfare Fund shall be increased by \$50 per full-time employee per annum effective July 1, 1987; the contributions to each Welfare Fund shall be increased by an additional \$50 per full-time employee per annum effective July 1, 1988; the contributions to each Welfare Fund shall be increased by an additional \$50 per full-time employee per annum effective July 1, 1989.

11. That the uniform allowance paid to employees shall be deemed to constitute compliance with the OSHA directive issued by the Commissioner of the State Department of Labor, as described above, effective July 1, 1989.

12. That the restrictions on the City's ability to assign Firefighters to Apparatus Field Inspection Duties shall be eliminated, and the procedures regarding AFID/AF inspections described above shall be implemented effective June 1, 1989. In addition, the Department's right to assign Firefighters and Fire Marshals to non-firefighting duties and special squads respectively, on schedules that do not conform to their duty

chart, as described above, shall be implemented effective June 1, 1989.

13. We are crediting the UFA with one half of the projected value of the Board of Collective Bargaining's scope of bargaining decision on the contractual limitations of Division detailing.
3.4. That the above option shall be submitted to the UFA's rank and file membership for an affirmative vote within thirty days of the receipt of this Award.

All of the terms summarized in option 1 are conditioned upon the specific terms applicable to each issue, as described in the above discussion.

If the UFA rank and file membership does not vote to approve the First Option, the Second Option shall be awarded.

SECOND OPTION

1. The parties have agreed that the term of the agreement shall be three years.

2. There shall be three annual 6% compounded wage increases for employees hired prior to July 1, 1988. The first shall be effective July 1, 1987 the second July 1, 1988 and the third July 1, 1989.

3. The length of time for employees hired on or after July 1, 1988 to reach the basic maximum rate shall be increased to six

steps according to the following schedule:

<u>GRADE</u>	<u>EFFECTIVE 7/1/88</u>	<u>EFFECTIVE 7/1/89</u>
6th	\$25,977	\$25,977
5th	\$27,276	\$27,276
4th	\$28,640	\$28,640
3rd	\$30,071	\$30,071
2nd	\$31,575	\$31,575
Basic	\$36,711	\$38,914

All incumbents shall receive the increments until they reach the basic maximum rate.

4. The annual leave of employees hired on or after July 1, 1988 shall be 20 days for the first five years of service. This will result in a reduction of 114 hours from the current entitlement.

5. The annual longevity rates shall be increased, effective July 1, 1991, to total as follows:

after Five Years	\$1,000
after Ten Years	\$2,000
after Fifteen Years	\$3,000
after Twenty Years	\$4,000

5. The Fire Marshals shall receive an increase in their differential of 2.32%, effective July 1, 1989 according to the following schedule:

FOR EMPLOYEES PROMOTED PRIOR TO 7/1/88

	<u>EFFECTIVE</u>		
	<u>7/1/87</u>	<u>7/1/88</u>	<u>7/1/89</u>
First Grade	\$3,353	\$3,554	\$4,670
Second Grade	\$3,225	\$3,419	\$4,493
Third Grade	\$3,101	\$3,287	\$4,319
Fourth Grade	\$2,644	\$2,803	\$3,683

FOR EMPLOYEES PROMOTED ON OR AFTER 7/1/88

EFFECTIVE

	<u>7/1/88</u>	<u>7/1/89</u>
First Grade	\$3,554	\$4,670
Second Grade	\$3,056	\$3,788
Third Grade	\$2,911	\$3,609
Fourth Grade	\$2,772	\$3,436
Fifth Grade	\$2,640	\$3,273
Sixth Grade	\$2,515	\$3,118

7. The uniform allowance shall be increased by \$45 effective July 1, 1988 and by an additional \$250 effective July 1, 1989. There will be no increase in the Civil Legal Representation Fund

8. The compensation for the wash up period shall be eliminated effective June 1, 1989.

9. That the contributions to the Welfare Fund shall be increased by \$50 per full-time employee per annum effective July 1, 1987; the contributions to each Welfare Fund shall be increased by an additional \$50 per full-time employee per annum effective July 1, 1988; the contributions to each Welfare Fund shall be increased by an additional \$50 per full-time employee per annum, effective July 1, 1989.

10. Portal-to-Portal pay shall be eliminated effective June 1, 1989.

11. One personal leave day of nine hours shall be eliminated commencing fiscal year 1989.

12. A blood day shall be eliminated. effective June 1, 1989.

13. One vacation day of fifteen hours will be eliminated commencing fiscal year 1989. This is in addition to the vacation

reduction referred to in Option 2, Section 4 above.

14. All contractual restrictions on Division detailing may be eliminated effective June 1, 1989.

15. The restrictions on the City's ability to assign Firefighters to Apparatus Field Inspection Duties shall be eliminated; and the procedures regarding AFID/AFRD inspections described above shall be implemented effective June 1, 1989. In addition, the Department's right to assign Firefighters and Fire Marshals to non-firefighting duties and special squads respectively, on schedules that do not conform to their duty chart, as described above, shall be implemented effective June 1, 1989.

16. There will be no trade in of the VSF.

All of the terms summarized in Option 2 are conditioned upon the specific terms applicable to each issue, as described in the above discussion.

New York, New York

April 14, 1989

ARVID ANDERSON

LEWIS M. GILL

ELI ROCK