NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration between the CITY OF BUFFALO, Public Employer, -and the- BUFFALO PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 282, Union	O P I N I O N A N D A W A R D PERB Case #IA88-30 #M88-185

INTRODUCTION

This present matter before the Panel is an Interest Arbitration between the City of Buffalo and the Buffalo Professional Firefighters Association, Local 282. This procedure was invoked pursuant to the provisions of New York Civil Service Law, Section 209.4, and Part 205 of the Rules of Procedure of the New York State Public Employment Relations Board (hereinafter referred to as "PERB"). At issue are the terms of a new collective bargaining agreement.

Negotiations for a new agreement began with a mutual exchange of proposals on March 24, 1988. Several negotiations sessions were held in the months of May, June, and July. A mediator was requested from PERB and mediation sessions were held in July, August, and September of 1988. At the end of the mediation sessions the parties had still

failed to reach agreement on any proposals.

On November 26, 1988, a petition filed by the Firefighters, hereinafter referred to as the "Union", was received by PERB for Interest Arbitration. The City responded with its Response which was received by PERB on December 12, 1988. In addition to its Response, the City filed some Improper Practice charges against the Union. These eventually led to the Union filing Improper Practice charges against the City on April 24, 1989.

As there was no collective bargaining agreement in effect the parties, at least through June 30, 1988, were operating under an interest arbitration award by arbitrator Paul G. Kell issued on September 23, 1987. In response to the Firefighters' petition of November 18, 1989, PERB on December 29, 1988 designated a Public Arbitration Panel for the purpose of making a just and reasonable determination consistent with the statutory provisions and procedural rules applicable to the Interest Arbitration process.

The designated Panel was constituted as follows:

Douglas J. Bantle, Esq.	Chairman and Public Panel Member
Richard Planavsky	Public Employer Panel Member
David Donnelly	Employee Organization Panel Member

The arbitration hearings were held on May 25 and 26, 1989 at the Airways Hotel in Buffalo, New York. The parties were offered full opportunity to present evidence and

argument and to examine and cross-examine witnesses.

Appearances for the parties follow:

For the Firefighters:

Anthony Hynes, Spokesperson for the Team
James Schwan, Esq., Attorney, Local 282
Michael Lombardo, Firefighter, Rescue Company #1
John W. Supple, Division Chief, Buffalo Fire Department
Frank L. Donovan, Battalion Chief, Buffalo Fire Department
Cornelius J. Keane, Battalion Chief, Buffalo Fire Department
Patrick J. Mangan, Former President, Local 282
Ronald Cassel, Lieutenant, Buffalo Fire Department
James Ryan, First Vice President, Local 282
David Bethge, EAP Coordinator representing the Firefighters Member
Edward J. Fennell, Government Finance Consultant

For the City:

Thomas P. Amodeo, Esq., Assistant Corporation Counsel
Janice M. Hupkowicz, Director of Labor Relations
Charles W. deSeve, Director of Research, American Economics Group
Thomas F. Keenan, Director of the Budget, City of Buffalo

There were no limitations put on the parties at the hearing in respect to the number of items put before the Arbitration Panel. The first day of testimony was given by the Union and the second by the City's representatives. At the conclusion of the hearing it was agreed that the parties could submit additional information to each other. There was a time limit set which was exceeded by both parties. A

majority of the Panel, at different times different members joining to form a majority, made a number of rulings allowing in additional information. The end result was that anything which was submitted to the other party before the briefs were due on September 16, 1989 was allowed into the "official record" for review by the Panel.

The Panel met in an executive session on October 2, 1989. That meeting resulted in the determinations made in this Opinion and Award. Under the statute the Panel is empowered to make a "just and reasonable determination of the matters in dispute." In making that determination the Panel, as well as the parties, took into consideration the following statutory criteria as required by Section 209 of Article 14 of the Civil Service Law.

> a. comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
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> b. the interests and welfare of the public and the financial ability of the public employer to pay;
>
> c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
>
> d. the terms of the collective agreements

negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

OPINION AND AWARD

The Panel has spent a great deal of time in examining the evidence that was presented to it. In executive session we have thoroughly discussed all of the major items presented to us. This Opinion will briefly summarize the positions of the parties on some of the major issues. After each parties contentions are summarized there will be a decision based upon a majority of the Panel. On different issues the majority has been formed by different Panel members. This will become clear in the final summary section of the Award.

CONTENTIONS OF THE CITY ON SALARY

The first and foremost issue in this case was the proper salary levels for the members of the bargaining unit. The City argued that its salary position in respect to other comparable U.S. cities was appropriate. This assertion was primarily based upon what is commonly referred to as "an ability to pay argument". The City argued that factors such as population, family income per capita, the economic growth rate, and city taxes per capita as well as other factors ought to be given consideration. It also argued strenuously that the Panel ought to look at internal comparisons with

other City bargaining units. The City contends that there has been a pattern established among some of the City's unions. On page 10-11 of her brief, the City's Director of Labor Relations under the Section titled "Other City Bargaining Units" says,

> Comparisons of this nature allow the Panel to analyze trends in City Government, whether it be in fiscal and budgetary matters, or in bargaining. It is through analysis of this evidence that a theme will emerge - one of consistent treatment to all employees throughout the past twenty years. This consistency and equity is understandable, for the City would not be served well by giving one union preferential treatment at the expense of others. The City is also cognizant of the fact that a failure to maintain a trend is disruptive and is damaging to harmonious relations. Nor is it in the best interests of those who serve the City to experience inequitable treatment of this nature - particularily when the City's history dictates a policy of equity.

Even though she at other times in the brief argues that the City could not give what the Firefighters were asking for, she concedes that the City has attempted to treat the Firefighters under a policy of equity. That equity in the past has been particularly observable when measured against the Police unit. A major part of the City's argument was an extensive review of the past arbitration awards involving the fire unit. In this examination she pointed out the comparisons with other cities which the Union had argued and which had at times been accepted in prior interest arbitration awards. She also addresses the Firefighters'

claim that they are different from the Police. Her contention is that the Firefighters then ought not to be able to use police unit salary comparisons if they are in fact different in so many ways from the police.

The City has also presented a number of statistics in respect to its ability to pay. Comparisons have been made concerning the state of the general economy, the City's finances, the City's budget for two (2) years, and special mention has been made of situations where interest arbitration awards exceeded the City's appropriations. Also presented were comparables for benefits as well as pay.

CONTENTIONS OF THE UNION ON SALARY

The Union argues that the City's comparables are totally inappropriate. It contends that other New York State cities should be the best measure of what firefighters in Buffalo should be paid. In its presentation it presented salaries from the "Big 5" (Buffalo, Albany, Syracuse, Rochester, and Yonkers) as well as the one (1) possible other regional comparable, Niagara Falls. When one looks at any of these cities one can see that Buffalo Firefighters are way behind the others. In contrast, argues the Union, the City has chosen a number of cities as comparisons that are not entitled to binding interest arbitration for their contracts, are not under a collective bargaining law like the New York State Taylor law, and where the taxation policies and

economies are entirely different from New York State.

In addition, the Union argues that there is a historic comparability between the Buffalo Police and Fire bargaining units. Not only has there been pay parity between the police and fire units in the City of Buffalo but also in the cities of Albany, Rochester, and Syracuse. Previous interest arbitration panels have recognized this historic comparability. The recent Sands panel used as comparables a number of New York State cities. Among them were Syracuse, Rochester, Yonkers, as well as New York City and Suffolk and Nassau Counties. In the geographical area of Buffalo, the Sands Panel used Amherst, Cheektowaga, and the Town of Tonawanda. This list, argues the Union, is very similar to the one that it believes should be used by the Panel in this case. The City's comparables should not be used as they do not meet the criteria of the State's interest arbitration statute. Cities such as the three (3) in Virginia used by the City are not valid since there is not even an interest arbitration statute in that state. The City's exhibits alleging comparability use factors which are simply neither accurate or relevant for valid comparisons with Buffalo firefighters. Even with their New York comparisons the City tried to compare "apples and oranges". It included North Tonawanda, Dunkirk, Tonawanda, and Salamanca as comparables. All of these cities have paid drivers only. Fire suppression

is done by volunteers. The City failed in its proof in respect to comparables contends the Union.

In respect to the City's ability to pay argument, the Union contends that the City is using an incorrect measure. In labor relations substantial authority suggests that a claim of ability to pay by an employer demands "substantial" proof of "substantive" if not "drastic" fiscal problems (See Union's brief, page 32). The City challenged an earlier interest arbitration award in court. The Court upheld the Award even though the City showed a deficit on June 30, 1975 of $34,779,750 in its General Fund. In the 1988 fiscal year the City showed a General Fund balance of $20,446,000. Surely, contends the Union, if the condition of the City is 1976 was not drastic enough to support a claim of inability to pay, the fund balance in 1988 certainly should foreclose their argument.

OPINION ON THE SALARY ISSUE

In this case the salary issue is the most important issue to both parties. As stated above, the Union has put its major emphasis on the fact that when compared to other New York cities, the Buffalo firefighters fall far below their counterparts. The Union also has argued that the City Council and Administration have had a continuing policy of compensating the police and fire units the same. One of the City's main arguments is that the City is paying proper

levels of wages when viewed against the U.S. cities it views as comparables. It also argues that the Firefighters are compensated far better than other fire units in the region. It believes that the Firefighters are adequately compensated given the wealth of both the City and its residents which must pay for the services. This is the essence of its ability to pay argument.

A majority of the Panel believes that the City's comparables with other U.S. cities is not a valid comparison as is required under the Taylor Law. New York has an interest arbitration statute. It also has a law which allows public employees to organize and bargain with their employers. The list of the comparables provided by the City presents a number of cities that do not have such laws for the benefit of public employees. The New York laws have been developed by the State Legislature providing for a balance between the interests of the public employers and the public employees in the State of New York. This balancing has taken into account the abilities to pay of the residents of New York State, the taxes that such residents pay, and the costs of living in New York. In other words our law has been developed to meet the needs of all of the citizens of New York.

The City in its presentation gave us no way to properly assess the laws in the other localities or the factors that

were taken into account by those legislatures when they passed whatever laws regarding bargaining of police and fire units they have in effect. We are not saying that other jurisdictions should not be looked at when one is trying to decide what is proper compensation in New York. What we are saying is that the City's "cluster analysis" which uses a large number of cities in coming to its conclusions does use jurisdictions that clearly have significantly different methods of arriving at contracts. Such differences in our opinion skew the data so much as to make much of it worthless for the comparisons required under the New York statute.

The Panel majority on this issue found that the most valid comparisons presented to calculate the proper raises are those in Union Exhibits #42, #43, #45, #46, #47, #48, #49, #50, and #51. These show comparisons of firefighters at a number of different years of service in the cities of Buffalo, Niagara Falls, Rochester, Syracuse, Albany, and Yonkers. When one takes cumulative earnings during the first five (5) steps as the basis for comparison (See Union Exhibit #52), the Buffalo firefighters in 1988 comparisons fall 15.8% to 28.8% behind the six city average (Minus Buffalo). If one looks at the two (2) city comparison in the same exhibit of those that have settled in 1989, Rochester and Niagara Falls, the statistics get even worse. This shows a need for raises of from 22.9% to 39.0% to stay even with the competing steps.

Another way of looking at the data is by removing the high and low cities of Yonkers and Buffalo respectively (See Union Exhibit #45). A 15 step or year employee in Buffalo as of 1988 would still need a $3,956 or 14.1% increase to make the average wage. Please remember that at least some of these figures such as those in Union Exhibit #42 reflect "all forms of compensation such as holiday pay, night differential and longevity" for a firefighter under his/her respective collective bargaining agreement. The Firefighters, using the statutory test of Section 209 of comparable cities along with presentations of the education and skills needed and the particular risks of the job of a Buffalo Firefighter, have presented a prima facie case for the raises they have sought in this round of negotiations.

The City has attempted to show that these comparisons are inaccurate because they do not take into account "local income differentials" (See City Exhibits #D11, #D16 and #D18). The majority of the Panel does not believe the City's use of local income differentials gives an accurate picture of comparables as defined by the Statute. We are also of the opinion that the majority of the comparables in New York State chosen by the City (See City Exhibit #D11) are not valid comparisons. They are either cities of drastically different population, tax bases, etc. or are not "full fledged" fire units. For example, as noted earlier in the

Union's contentions, some do not have full time professional firefighters who fight fires.

However, we are of course also required to look at the health of the City, particularly since the City has made an issue of ability to pay. Basically what the City has argued is that it has a limited ability to pay. It has not said that it cannot pay and for good reason. No one would argue that Buffalo is a City without any financial problems. Nevertheless, the data presented clearly shows that the City is not a City that can be considered in crisis as it was in the past. One of the indicators of that is the General Fund balance of the last fiscal year, 1988, of $20,446,000. Another factor is the general economic health, growth, and vitality of the City which can be seen by driving through it. This is also seen in Union Exhibit #103, a publication about the economic health of the City by the by the City's Comptroller Robert E. Whelan. The City claimed and properly so that large amounts of the construction and renovation have been a result of or are burdened by temporary tax reductions. Nevertheless, it is plain to see that the City is in much better health than it was in the past. It is known as a City which has been undergoing a rebirth and is coming alive as a vital city once again. There is unanimity on the Panel that we do not want to do anything to destroy that rebirth. On the other hand a majority of the Panel believes that the City

has not made a successful defense against paying more on the basis of an ability to pay argument. The bottom line usually is in these cases, and this is no exception, that what the City is really arguing is "unwillingness" to pay not inability to pay. There is no claim that the City is anywhere near its taxing limitations and that it has no way of financing the Association's demands. It has presented a case that is based upon its strong views of what is proper and prudent fiscal management. As Chairman I certainly applaud the City for its recent past handling of its finances. The City has come a long, long way in the past ten to fifteen years. Nevertheless, a majority of the Panel do find that it has the "ability to pay" as the Statute uses the term to pay the requested increases.

One might argue that given this analysis the majority of the Panel must simply have come to the conclusion that the Firefighters have proven their case so well that they should get everything they asked for at the hearing. Unfortunately for the unit that is not the end result. Anyone reading this document and/or are familiar with the negotiations and the arbitration hearing will recall that both parties extensively addressed the parity of the police and fire units over the years. The Firefighters made it a major part of their case. On page 15 of the Union brief, representative Hynes states, referring to the 1987 interest arbitration awards for the

police and fire units rendered by arbitrators Levin and Kell respectively,

> The net result of both awards, was that they provided for nearly identical overall percentage increases in total compensation enjoyed by both police and firefighters; they provided for identical increases in base salary and longevity, and they preserved the parity which has historically existed between firefighter and police officers in Buffalo.

Obviously, my colleague on the Panel representing the employees given our findings so far in this document would and did argue that his Firefighters deserved more than the police unit received in the 1989 Sands award. However, that is not going to be the case. As Chairperson I believe that it is my duty to make sure that a unit presents a prima facie case which technically meets the criteria of the law for the increase that the unit is seeking. However, having done so does not guarantee that they will get that entire amount.

In this case both parties made such a persuasive case that equities demand similar treatment between the two (2) units that I have become convinced that is the proper solution. In other words, even though the Firefighters may have demonstrated that they from a theoretical perspective are entitled to more than the police, I believe that other factors are equally if not more important. First of all there is no showing that the Firefighters would be inordinately harmed in by receiving the same monetary

settlement as was awarded the Police Unit. The City in its case made a persuasive argument that when doing valid comparisons one should look at the long time "positional relationships" of Buffalo's bargaining units in relation to the other units being examined. What was contended was that while a group might be arguably entitled to "move up" as against other comparables, it should not be necessarily allowed to advance to the average or even more in one contract or award. The majority of the Panel on this issue believes the Sands Panel appears to have taken this into consideration. Even though we as a Panel were not presented with a transcript or exhibits from that hearing, we did discuss some of its findings and the basis of those findings. Public Employer Panel Member Planavsky had also served as the Public Employer Panel Member on the Sands Panel. I believe that Arbitrator Sands did a thorough job and took into account the traditional relationship of Buffalo bargaining units to their comparables.

From my perspective the Sands award monetarily falls within the range that I believe is totally justified by the Firefighters' presentation. Therefore, I am comfortable with awarding the same financial package as was done by the majority of the Sands Panel. It should be obvious that the Firefighters' representative on the Panel is unhappy with this conclusion. Nevertheless, to have a valid award two (2)

members must sign. The City's member of the Panel is unwilling to sign as a majority member any of the financial findings of the Panel. He believes that the Award will severely impair the City's ability to control its finances properly over the fiscal years 1989 and 1990. In addition, he believes as demonstrated by his dissent in Sands, that the Sands award was excessive given the current financial health of the City. Therefore, the financial portions of this Award are based upon a majority formed by the Public Panel Member and the Employee Organization Panel Member. Following is the Award of the Panel. In the summary I will note which Panel member joins with the Public Member to form the majority.

AWARD ON SALARY

1. Effective on the date of this Award, the base annual salaries of bargaining unit personnel shall be increased by an amount equal to ten percent (10%) of the rate in effect on July 13, 1988.*

* PLEASE NOTE: The July 13, 1988 date is based upon the release date of a Common Council Committee report concerning police unit raises. There is a dispute as to whether the ten percent (10%) should be paid on the basis of the wages in effect at the end of the prior arbitration award, the Levin Award, that is as of June of 1988, or whether the intention of the Sands panel was to pay whatever wage rates would have been in effect, given the rest of its Award, on July 13, 1988. The sentence open to interpretation from the Sands Award on page 6 reads, "We have therefore decided to grant, effective on the date of this Award, the Committee's immediate, ten-percent across-the-board increase of base annual police salaries computed on the basis of salary levels in effect on the date of the Committee's report."

The majority of this Panel in keeping with the spirit of this Award agree that the Firefighters Unit shall be paid in the same fashion that the Police Unit is ultimately paid on this issue. It makes no difference whether the payment is determined voluntarily between the parties, by an arbitrator, or a court of competent jurisdiction. The method or calculation of the payment is to be the same for this unit as for the Police Unit.

2. Effective July 1, 1988 and July 1, 1989 the base annual salaries of bargaining unit personnel shall be increased by five percent (5%). Those increases shall not include any portion of the preceding paragraph's, labeled as #1, ten percent adjustment.

3. There has been an ongoing dispute over the application of two, one hundred dollar ($100) upgradings awarded to firefighters by the Kell Panel in 1987. The dispute is whether the men titled "Marine Oilers" are entitled to the upgrades. The answer of the above mentioned majority is "Yes". These men should be treated the same. Union Exhibit #73 clearly demonstrates that the Fire Fighter and Marine Oiler ranks have been assigned identical pay grades in the past. In the last signed contract, the 1984-1986 agreement, in Appendix "A" the Marine Oilers and the Firefighters were also paid at the same rate. This should become the case again and thus is part of this Award.

JOINT LABOR-MANAGEMENT COMMITTEE DEALING WITH PRODUCTIVITY

The second item for our majority Panel Award concerns the issue of a joint labor-management committee for looking at productivity increase possibilities. This item was a key part of the Sands Award when it adopted the Common Council's Committee report mentioned above. The City's representative has convinced me that some language was appropriate for this unit as well given the financial implications of the entire

Award. Over the vociferous objections of the Employee Organization Panel Member 1 agree with the City's Member. The following will become a part of the Award and any subsequent agreement between the parties.

AWARD-JT. LABOR-MGMT. COMMITTEE DEALING WITH PRODUCTIVITY

> The City and the Union agree that productivity improvements are an important goal in the Fire Department. If the City hires a consultant to achieve this goal the parties agree to establish a joint labor/management committee to work toward achieving productivity improvements.

MEDICAL BENEFITS

The area of medical benefits was the next discussed by the Panel. The Union had asked for a variety of increases in the dollar amounts of benefits as well as some new benefits. The City's position is that the medical benefits are adequate and that the employees ought to pay a part of the dollars required to coverage. Two (2) of the the main areas of concern expressed in the Panel's executive session were a psychiatric illness rider and catastrophic illness coverage for those employees who were hired after July 1, 1984. That group has limited sick leave benefits when compared to the other members of the unit. Witness Bethge's testified as to the need for the psychiatric rider. Firefighters are under unusual stresses because of the nature of their jobs which at times puts them in situations of great danger. The cost of these provisions is approximately one-tenth of one percent

(.1%). A majority of the Panel find that the cost of these two (2) provisions is minimal and is consistent in costs with benefits provided the police under the Sands Award.

AWARD-MEDICAL BENEFITS

> The medical benefits provided by the City for this unit will remain unchanged except for the following:
>
> Effective on the date of this Award, the City shall improve its medical benefit program for bargaining unit personnel by adding a rider covering psychiatric illness and coverage for catastrophic illnesses at the base level of benefits for employees hired on or after July 1, 1984.
>
> If at some point in time in the future a sick leave bank is established between the parties, the parties may elect to drop the catastrophic insurance rider and put the savings toward a life insurance benefit package.

GRIEVANCE PROCEDURE

The City proposed four (4) changes in the grievance procedure. These were discussed by the Panel. Some of them were merely supposed to clarify the current practice. Others were to add some limitations to the current language. The City's Panel Member along with the City's representative at the hearing made a convincing argument that a change was needed in Step 2 of the procedure. This can be found in the latest agreement on page 40 in Article XXIII. The second step now contains no time limit for the employee to appeal the Step 1 decision. The Union's position is that it has

been this way a long time and has not been a problem. The Public Member of the Panel is convinced that the City faces a severe limitation by the current language. There is nothing saying that an employee could not move a grievance even after a year had passed. An important factor in labor relations is dealing promptly with claims or grievances. As the events surrounding incidents become stale it becomes increasingly difficult for either party to obtain evidence to support one's case. I believe that the gap left in this Step creates a potentially serious situation for both parties. The City has requested that the grievant file his appeal within five (5) calendar days. I believe that a longer period is in order, given that the parties have lived so long without any limitations. The Employee Panel Member of course disagrees with my determination and wants the language to remain the same. The City's Member has reluctantly agreed to my thirty (30) day response or appeal period.

AWARD-GRIEVANCE PROCEDURE

The language of Step 2 in any subsequent agreement should read,

> If a satisfactory settlement or disposition is not made within two (2) days after the oral submission of the grievance, the employee and/or the Union may submit the grievance in writing within thirty (30) days thereafter to his next immediate superior who shall answer the same within five (5) calendar days. If an answer is a rejection of the grievance, then the said superior shall detail his reasons therefor in writing.

DURATION OF CONTRACT

We unanimously agree that the term of the contract imposed by this Award should be the Taylor Law's two-year maximum as provided in Section 209 (4)(c)(vi). Therefore, the following language should be incorporated in any agreement.

AWARD-DURATION OF CONTRACT

The term of the parties' collective bargaining agreement shall be two (2) years, from July 1, 1988 to June 30, 1990.

REMAINING ISSUES

The Panel has reviewed the extensive demands and proposals of both parties. There are many other proposals which theoretically deserve more attention than we have given to them. Collective bargaining involves give and take. There is no guarantee to any party under the law that when one has made a theoretical case for receiving a benefit, that it will automatically receive it. In interest arbitration cases the parties have been unable to agree in bargaining on their own on the issues that are brought before the Panel. Obviously, there should be no expectation that a party would be entitled to obtain any more benefits than a party might be expected to obtain in a "normal" bargaining situation. The bottom line is that both parties in this case have not received a number of things that they wanted. The way that

this situation is normally handled in bargaining is how the majority of the Panel chooses to handle it here. The Award follows,

> Any items other than changed by this Award remain "status quo" as they existed under the 1984-1986 contract and the subsequent Kell interest arbitration award. For the purposes of this Award there shall be no other changes in the parties' collective bargaining agreement.

SUMMARY OF THE AWARD

This section is to make the readers clear on what parts of the Award the different members have joined with the Public Panel Member in forming a majority. The sections are listed below:

> 1-SALARY. Public Panel Member Bantle joins with Employee Organization Member Donnelly. Public Employer Panel Member Planavsky dissents.
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> 2-JOINT LABOR-MANAGEMENT COMMITTEE DEALING WITH PRODUCTIVITY. Public Panel Member Bantle joins with Public Employer Panel Member Planavsky. Employee Organization Panel Member Donnelly dissents.
>
> 3-MEDICAL BENEFITS. Public Panel Member Bantle joins with Employee Organization Panel Member Donnelly. Public Employer Member Planavsky dissents.
>
> 4-GRIEVANCE PROCEDURE. Public Panel Member Bantle joins with Public Employer Panel Member Planavsky. Employee Organization Member Donnelly dissents.
>
> 5-DURATION OF CONTRACT. All Panel Members are unanimous on this issue.
>
> 6-REMAINING ISSUES. Public Panel Member Bantle joins with Employee Organization Panel Member Donnelly. Public Employer Panel Member Planavsky dissents.

AFFIRMATION

Pursuant to Article 75 of the Civil Practice Law and Rules a majority of us affirm the foregoing as our Interest Arbitration Award in the above matter and that at least a majority of us has concurred in each item of this Award.

October 16, 1989
Mendon, New York 14506

Douglas J. Bantle, Esq.
DOUGLAS J. BANTLE, ESQ.:
PUBLIC MEMBER OF THE PANEL

STATE OF NEW YORK)
) SS.:
COUNTY OF MONROE)

I, DOUGLAS J. BANTLE, ESQ., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument.

October 16, 1989

Douglas J. Bantle, Esq.

STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

Sworn to me before me this _____ day of October, 1989.

Notary Public

Richard Planavsky
EMPLOYER PANEL MEMBER

STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

Sworn to me before me this 16th day of October, 1989.

Notary Public

DOROTHY E. PANKE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Feb. 16, 1990

David Donnelly
EMPLOYEE PANEL MEMBER