

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Interest Arbitration

X Re: Docket No.

between

X IA-2003-094

CITY OF PLAINFIELD

X

"City"

X

-and-

X

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
Local #7

X

"Association"

-----X

APPEARANCES

For the City

HILL & SIAS-HILL
Joffrey Hill, Esq.

For the Association

MARC DAVID ABRAMSON AND ASSOCIATES
Marc D. Abramson, Labor Consultant

BEFORE: Martin F. Scheinman, Esq., Interest Arbitrator

BACKGROUND

The City of Plainfield ("City") and FMBA, Local 7 ("Association") are signatories to a Collective Bargaining Agreement which expired on December 31, 2002. An impasse developed between the City and the Association resulting in a demand for Interest Arbitration. Pursuant to the rules and regulations of the State of New Jersey Public Employment Relations Commission ("the Commission"), I was designated to hear and adjudicate this dispute.

Initially, I met with the parties at their request in an attempt to mediate a settlement of this dispute. A number of unresolved issues were narrowed during mediation. However, the parties were unable to resolve all of their outstanding issues. Thereafter, formal Interest Arbitration commenced.

Formal hearings in this matter was held before me on September 24, 2003, November 3, 2003, February 25, 2004, March 10, 2004, March 17, 2004, November 22, 2004, May 9, 2005, August 9, 2005, January 4, 2006 and March 8, 2006. ¹At those hearings, the parties were afforded full opportunity to introduce evidence and argument in support of their respective positions. They did

¹During the proceeding, the City was originally represented by Eric Bernstein, Esq. and then by Frank Capece, Esq.. Thereafter, Joffrey Hill, Esq. was retained by the City.

so. After the hearings, the parties also submitted financial evidence in support of their respective positions. Each side introduced extensive evidence relevant to the statutory criteria. This included budgetary and financial information. The parties submitted charts, graphs and data dealing with all of the statutory criteria. Upon my receipt of same, the hearings were declared closed.

Thereafter, the parties submitted post-hearing briefs. Upon my receipt of same, the record was declared closed.

As required by statute, the City and the Association submitted the following last offers on the issues in dispute.

FMBA FINAL OFFER

1. An additional free personal day
2. Longevity: all employees hired prior to 1994 as per contract (no change). All employees hired after 1994 shall receive longevity increments of four hundred dollars (\$400) per classification as noted for the prior 1994 employees.
3. Schedule: As currently worked.
4. Clothing Allowance: Increase clothing allowance to seven hundred dollars (\$700).
5. Salary: Increase salaries by 4.75% for 2006 and 2007.

6. Duration: The Association proposes the Award cover through December 31, 2007.

7. Holiday Time: Include a new holiday for the schedule to read as follows:

"In the event that a holiday is declared by the President of the United States, the Governor of New Jersey or the Mayor of the City of Plainfield during the year, the members of the bargaining unit shall be entitled to said holiday pay."

CITY OF PLAINFIELD FINAL OFFER

1. Term of the Collective Bargaining Agreement

The City of Plainfield proposes that the contract expires as of December 31, 2006.

2. Longevity

The City of Plainfield proposes that the Longevity Clause remain unchanged from the existing contract.

3. Uniform Allowance

The City of Plainfield proposes that the Uniform Allowance presently in effect remain in effect in the current contract remain unchanged for 2006.

4. Wages

The City of Plainfield proposes an increase of 3.75% in wages for the year 2006.

The Positions of the Parties

The Association relies upon certain demographic facts about Plainfield. The Association maintains Plainfield is one of New Jersey's "ten most livable cities", as concluded by New Jersey Monthly magazine. It points out the website for the City states the following:

The City is undergoing a renaissance of business activity and growth. More than 1,000 businesses representing all sectors are now located here. Many large manufacturers have been Plainfield-based for decades, while smaller firms in the emerging service and technology sectors continue to flow in.

From plastics to computer software, food processing to environmental clean-up services, recycling equipment to educational services, companies are locating in Plainfield to take advantage of our unique environment and lower cost.

Just a few of the benefits Plainfield offers your business:

- Low-cost industrial, retail and office space.
- Access to a large, highly skilled work force less than 30 minutes away. The country's largest consumer-supplier market (two million people within a half-hour drive)
- A well-developed infrastructure
- Access to training, utility and technical assistance resources that save costs.
- Affordable local labor (annual average private sector wage of \$40,000+ in 1998)

The Association also asserts Plainfield residents have a relatively low tax burden. Citing their exhibits, the Association points to Plainfield having the third (3rd) lowest

tax levy per capita and the tenth (10th) lowest general tax rate in Union County.

Tax Levy Per Capita

<u>Municipality</u>	<u>Tax Levy Per Capita</u>
Berkeley Heights	\$2,711
Summit	2,546
New Providence	2,289
Springfield	2,237
Westfield	2,212
Mountainside	2,210
Kenilworth	2,129
Scotch Plains	1,890
Linden	1,883
Clark	1,876
Garwood	1,858
Cranford	1,809
Fanwood	1,805
Union	1,608
Rahway	1,550
Roselle	1,513
Hillside	1,476

Roselle Park	1,393
PLAINFIELD	987
Winfield	848
Elizabeth	835
Average	1,794

General Tax Rate

<u>Municipality</u>	<u>General Tax Rate</u> <u>Per \$100</u>
Winfield	121.682
Elizabeth	12.633
Union	10.770
Fanwood	7.749
Roselle Park	7.369
Scotch Plains	6.120
Clark	5.454
Garwood	5.267
Roselle	4.932
Westfield	4.926
Hillside	4.451
PLAINFIELD	4.164
Springfield	3.907
Mountainside	3.781

Rahway	3.460
Cranford	3.326
Linden	3.093
New Providence	2.641
Kenilworth	2.516
Summit	2.398
Berkeley Heights	2.241
Average	10.61

The Association proposes a two (2) year Award through December 31, 2007. It submits an Award of this duration will promote stability and continuity in labor relations and negotiations. It contends an award of this proposal will only effectively cover the following year of 2007.

In view of the above, the Association argues its proposal is reasonable and ought to be awarded.

The Association proposes salary increases of 4.75% for each of the two (2) years which are not resolved, 2006 and 2007. It points out the Association accepted salary increase of 3.25% for 2003, 3.85% for 2004 and 3.95% for 2005, which averages 3.68%. It submits the average voluntary settlements distributed by the

Public Employment Relations Commission for the years 2003-2006 is a little better than four percent (4%) per year. It relies upon the following data in support of its position.

<u>Unit</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
West Orange	4.50	4.50	4.50	
Bellmawr	4.00	4.00		
Margate	3.60	3.70		
Fanwood	4.00	4.00	4.00	
Harding	4.00	4.00		
South Orange	4.00			
Haledon	3.50	3.75	4.00	
Morristown	4.00	5.00		
Mercer County	4.00	4.50	4.75	
River Edge	3.90	3.90	3.90	3.90
West Orange	3.80	3.90	3.80	
Clinton Township	4.00	4.00	4.00	
Madison	4.25	4.25	4.00	
Morris County	4.50	4.32	4.14	3.97
Atlantic County	4.00	4.00	4.00	4.00
Chatham	3.65	4.00	4.00	

Manasquan	4.00	4.00	4.00	
South River	3.90	3.90	3.90	
Flemington	3.50	3.75	3.90	
Fairfield	3.75	3.75	3.75	
Bernardsville	3.80			
Somerville	3.00	4.00	4.90	
Rumson	4.00	4.00	4.00	4.00
Watchung	4.00	4.00	4.00	
Passaic County	3.50	3.75	3.75	3.90
Washington Tp	3.95	3.95	3.95	3.95
Roselle Park	3.75	3.75	4.00	
Colts Neck	4.75	4.75	4.75	4.75
Winslow	3.50	3.50	3.50	
Manchester		3.55	4.95	4.25
Merchantville *	4.00			
New Providence	4.00	4.00	5.00	5.00

* 2007 4.5%

The Association also points out the PBA in Plainfield was awarded 3.5% for 2003, 3.75% for 2004, 4% for 2005 and 4.25% for 2006, which averaged 3.9% per year (Docket No. IA-2003-080). It submits the differential between the PBA and the Association is

almost one percent (1%) for the same time period. The Association argues in order to maintain the relative stability between the units, it should receive at the very least 4.25% per year for 2006 and 2007. This increase, according to the Association, would provide an average increase for the Association from 2003-2007 of 3.9% per year, which is the average increase for the PBA for 2003-2006.

In view of the above, the Association argues its wage proposal is reasonable and ought to be awarded.

The Association has also proposed an additional personal day. It submits an additional personal day was awarded to the PBA in its Interest Arbitration Award (Docket No. IA-2003-080). As such, the Association's proposal simply maintains the continuity between the PBA and the FMBA. The Association argues the City's suggestion an additional personal day would provide Firefighters with four (4) personal days is incorrect. It points out Firefighters currently have two (2) personal days, and are permitted to use two (2) sick days or a vacation day as personal days. The Association submits if its proposal is accepted, it would uphold the validity of the pattern settlement within the uniform service units of Plainfield.

For all of these reasons, the Association argues its personal day proposal is reasonable and ought to be awarded.

The Association also proposes a change in longevity. The current language of Article X (10-3) is as follows:

For employees hired prior to January 1, 1994, the City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees having completed the following years of service in the following amounts:

10 years of service	\$500
15 years of service	\$1000
20 years of service	\$1300
25 years of service	\$1600

Longevity shall be paid for the full calendar year only and shall be paid to such employees who will qualify for longevity pay through years of service on or before June 30th of the calendar year. Bargaining unit employees hired on or after January 1, 1994 shall have no right or entitlement to any longevity pay.

The Association argues its proposal maintains the "status quo" for all employees hired prior to January 1, 1994, and provides a modest longevity schedule for all employees hired after January 1, 1994. The Association's proposal calls for the "after 1994 employees" to receive longevity as follows:

10 years of service	\$400
15 years of service	\$400
20 years of service	\$400
25 years of service	\$400

The Association argues the above schedule is an affordable request that should be granted. It points out Arbitrator James Mastriani, in Docket No. IA-2003-080, awarded longevity increases to the PBA, which applied to all employees. Specifically, the Association submits Mastriani increased the fifteen (15) year classification by two hundred fifty dollars (\$250.00) thus changing that classification from one thousand dollars (\$1000.00) to one thousand two hundred fifty dollars (\$1250.00). Mastriani also increased the twenty (20) year classification by three hundred dollars (\$300.00) thus changing that classification from one thousand three hundred dollars (\$1300.00) to one thousand six hundred dollars (\$1600.00). He lowered the twenty five (25) year classification by one (1) year, making it twenty four (24) years and increased that classification by four hundred dollars (\$400.00) thus changing that classification from one thousand six hundred dollars (\$1600.00) to two thousand dollars (\$2000.00).

The Association maintains both fire and police units are quasimilitary in nature. It argues similar treatment to all unit members should be mandated for the interest and welfare of the residents of the City of Plainfield.

In further support of its proposal, the Association refers to the longevity programs for municipalities in Union County. They are as follows:

<u>Municipality</u>	<u>Maximum%/\$</u>
Berkeley Heights	8.0%
Clark	\$2000
Elizabeth	10.0%
Fanwood	6.0%
Garwood	7.0%
Hillside (FY)	12.0%
Kenilworth	10.0%
Linden	10.0%
Mountainside	10.0%
New Providence	1.0%
Plainfield	\$1600
Rahway (FY)	12.0%
Roselle	10.0%
Roselle Park	10.0%
Scotch Plains	10.0%
Springfield	15.0%
Summit	10.0%
Union	10.0%

Westfield	9.0%
Average	9.9%

The Association points out its proposal is for a relatively small flat dollar amount that does not fluctuate with salary increases, which is glaringly different than numerous other municipalities. For all of these reasons, the Association argues its longevity proposal is reasonable and ought to be awarded.

The Association also proposed an increase in the amount of clothing allowance from four hundred fifty dollars (\$450.00) to seven hundred dollars (\$700.00). It submits Mastriani, in Docket No. IA-2003-080, awarded the PBA a fifty dollar (\$50.00) per year increase in clothing allowances, retroactive to 2003. In addition, the clothing allowance for 2006 is seven hundred dollars (\$700.00), for PBA members. The Association argues its proposal is fair, just and comparable to other units. Mastriani provided an increase in the clothing allowance of fifty dollars (\$50.00) in each year of the prior contract was made, and, therefore, a similar increase during this agreement is justified. Mastriani stated, "this increase is in line with adjustments made in many other law enforcement agreements."

Those figures for municipalities in Union County are as follows:

<u>Municipality</u>	<u>Uniform</u>	<u>Maintenance</u>	<u>Total \$</u>
Berkeley Heights	615	315	950
Elizabeth	700		700
Farnwood	provided	250	250
Garwood	530	205	735
Hillside (FY)	425	550	975
Kenilworth	650		650
Linden	625	550	1175
Mountainside	450	200	650
New Providence	450	300	750
Plainfield	500	500	1000
Rahway (FY)	900		900
Roselle	500		500
Roselle Park	525		525
Scotch Plains	400	225	625
Springfield	953		953
Summit	750	250	1000
Union	provided		
Westfield		625	625
Winfield	400	305	705

For all of these reasons, the Association argues its clothing allowance proposal is reasonable and ought to be awarded.

The Association's also proposes the following language be added to the Agreement:

In the event that a holiday is declared by the President of the United States, the Governor of New Jersey or the Mayor of the City of Plainfield during the year, the members of the bargaining unit shall be entitled to said holiday pay.

It points out if no holiday is declared, no costs are incurred. In addition, the Association argues it provides a clear message in the event the President, Governor or Mayor declare a holiday, unit members although required to work, will be paid for an additional holiday. In actuality, the Association suggests this language is simply a "goodwill" provision which helps improve morale and good labor relations. It argues high morale generally results in high productivity and low sick time utilization which is good for the employees, better for the City and most beneficial to the residents of the City.

The Association also refers to the holidays of comparable communities in Union County. It asserts a number of these municipalities currently have more holidays than Plainfield prior to this proposal. Those statistics are as follows:

<u>Municipality</u>	<u>Days</u>
Berkeley Heights	13
Clark	13
Elizabeth	14
Fanwood	13
Garwood	15
Hillside (FY)	11
Kenilworth	13
Linden	9
Mountainside	13
New Providence	12
PLAINFIELD	13
Rahway (FY)	14
Roselle	14
Roselle Park	14
Scotch Plains	13
Springfield	13
Summit	12

Union	13
Westfield	13
Winfield	12
Average	13

For all of these reasons, the Association argues its holiday proposal is reasonable and ought to be awarded.

The Association submits the proposed 24/72 work schedule was the key issue separating the parties in 2003. In support of the proposal, State FMBA President, Lavin, testified as to the utilization of the 24/72 work schedule throughout New Jersey, as well as nationwide.

The Association points out Lavin's testimony indicated the tours worked by officers are on the 10/14 schedule and the 24/72 schedule were virtually the same. For example:

<u>Tour</u>	<u>10/14</u>	<u>24/72</u>
Days	90	92
Nights	92	92
Days/Weekends	25	26
Nights/Weekends	28	26

Lavin also stated levels of training could be maintained or increased with no adverse affect because members will still be

working the same amount of days and nights. Lavin further testified the 24/72 schedule enhances the Department's training effectiveness because there is only a four (4) day personnel turnover as opposed to the present schedule's eight (8) day turnover.

Lavin also referred to the fatigue factor that needs to be considered in this issue. Lavin stated the schedule provides seventy two (72) hours rest and relaxation between tours as opposed to the present schedule which provided less than nine (9) hours between tours.

Lavin referred to an overtime study for the Union Fire Department covering the time period 1974-1985. The Union Fire Department was working a 10/14 work schedule during 1974-1979 and reported the following overtime occurrences (each is a 12 hour overtime):

<u>Year</u>	<u>Overtime</u>
1974	438
1975	246
1976	251
1977	282
1978	464
1979	268

Lavin then testified the 24/72 schedule was implemented in 1980 and showed the following statistics:

<u>Year</u>	<u>Overtime</u>
1980	127
1981	152
1982	213
1983	164
1984	86
1985	80

The Association points out the above statistics clearly indicate a drastic reduction in overtime once the 24/72 work schedule was implemented.

Further, the Association submits Lavin presented documentation regarding local cities within Union County working twenty four (24) hour shifts including Hillside, Union, Elizabeth, Westfield and Roselle. Other local cities working twenty four (24) hour shifts include West Orange, South Orange, East Orange, Maplewood, Paterson, Bayonne, Jersey City, Harrison, Hoboken, Staten Island, Carteret, Edison, Woodbridge

and Perth Amboy. In fact based upon the number of Fire Departments utilizing the 24/72 schedule, it is considered to be the standard in departmental scheduling, according to the Association.

The Association submits as a result of discussions regarding the 24/72 schedule, the City and the Union then with my assistance, agreed to structure a trial schedule period, ("Trial Agreement") and the Association agreed to set benchmark improvements in sick time utilization and overtime. That agreement is as follows:

The City of Plainfield and the Plainfield FMBA Local 7 have agreed to implement a schedule change for a 24/72 tour of duty work schedule on an interim period from May 2, 2004 through December 31, 2004 inclusive. The parties agree that the actual implementation of the schedule will occur on a date which does not create an overtime situation for any affected employees. A second meal period shall be schedule for 6:15 pm. The parties have established November 22, 2004 at 1:00 pm as a meeting date to discuss and review the trial schedule change and implementation; Arbitrator Scheinman shall be present at such meeting and preside.

As a part of said trial change, the parties have agreed at a twenty five (25%) percent reduction in both sick leave and overtime from the preceding period in question (May 1, 2004 to November 15, 2004). Further sick leave and overtime shall be measured by "occurrences." If either side is not satisfied with the trial schedule, the experiment will end on December 31, 2004. The parties agree that Arbitrator Scheinman shall retain jurisdiction in this matter (Docket No. IA-2003-094 regarding all open items) and in the event that either or both parties request his assistance, Arbitrator Scheinman shall become actively involved in the process and/or issue.

The parties agree that members of this bargaining unit, for calendar year 2003 shall receive a three and one-quarter (3-1/4%) base salary increase retroactive to January 1, 2003 and that concludes all bargaining items for calendar year 2003. Any further changes shall commence whatever dates the parties agree to and/or the arbitrator awards, but no changes shall commence before January 1, 2004. The parties concur that, in participating in this trial schedule change, this does not bind either party to accept the continuance of the 24/72 tour of duty work schedule at the conclusion of the trial period in any form. Further, the parties agree that they may modify this schedule after the trial period with written mutual consent of the parties and approved by the membership/Mayor and Council.

For purposes of implementation of the trial work schedule, the parties agree as follows:

1. All current sick leave/vacation/personal leave on the books as of May 1, 2004 shall be converted from days to hours. For the purposes of implementing the trial period, a day shall convert to twelve (12) hours. During the trial period, a day shall equal twenty four (24) hours. Any accumulated time used during this period shall also be converted to hours. Sick leave shall be taken in accordance with present City policy, practice and the applicable collective bargaining agreement provision.

2. The 24/72 work schedule shall be based on an eight (8) day regular, recurring work period consisting of one (1) 24 hours tour of duty, followed by 72 hours scheduled off, followed by a second 24 hour tour of duty, followed by 72 hours off. A tour of duty shall run from 0800 to the following 0800.

3. Overtime shall be paid as follows:

- a) First thirty (30) minutes past the end of the tour of duty shall be paid at straight time.
- b) Starting with the thirty-first (31) minute past the end of the tour, payment shall be made at time and one-half (1-1/2), retroactive back to the first minute.
- c) All other aspects of overtime shall be in accordance with the present City policy, practice and the applicable collective bargaining agreement provisions.

4. Holidays shall be charged in twenty four (24) hour blocks. The parties agree that under the Department's discretion, and at the request of the employee, the Department may allow for twelve (12) hour periods off; if so, such period shall either be 0800-2000 hours or from 2000-0800 hours. Holidays shall be taken in accordance with present City policy, practice and applicable collective bargaining agreement provisions.

5. Personal leave shall be converted into hours in accordance with the definition of a day above, but an employee who has not used any personal leave time as of May 2, 2004, shall have no more than two (2) twenty four (24) hour personal days. Personal leave shall be taken in twenty four (24) hour periods. The parties agree that personal leave shall be taken in accordance with present City policy, practice and the applicable collective bargaining agreement provisions.

6. Vacation leave shall be taken in twenty four (24) hour periods. The parties agree that vacation leave shall be taken in accordance with present City policy, practice and the applicable collective bargaining agreement provisions.

7. All other aspects of the existing collective bargaining agreement between the City and FMBA Local 7 shall remain in full force and effect during the trial schedule change.

The Association points out the schedule was extended an additional time period to determine if the benefits realized initially would be maintained for a longer period of time. The overtime and sick time utilization exceeded the expectations of the City regarding the above classifications. The Association points out for the time period June 1, 2004, to April 30, 2005, there was a 37.4% reduction in overtime occurrences, compared to

the prior reporting period. It submits there was a decrease in sick hour occurrences from five hundred fifty five (555) to three hundred three (303), over a fifty percent (50%) decrease. The Association maintains these reductions in overtime and sick hours clearly exceeds the twenty five percent (25%) reduction the parties addressed in the trial schedule agreement. The Association submits this statistical data indicates the 24/72 work schedule was, and will continue to be, extremely beneficial to the City of Plainfield. It argues although the City's prior Finance Director attempted to dispute the data, it was not supported by any relevant facts.

In addition, the Association submits the Superior Officers received the 24/72 work schedule without having to accept lower wages and benefits as its members did in order to receive the 24/72 hour work schedule on a trial basis. It argues it is time to end the trial period of the 24/72 hour work schedule and memorialize the schedule permanently into the Agreement. In all, the Association indicates it has clearly demonstrated the benefits of the proposed schedule change.

For all of these reasons, the Association argues its proposal regarding the 24/72 work schedule ought to be awarded.

The City proposes a one (1) year agreement for the period through December 31, 2006. It asserts the parties have been operating with interim agreements since the last agreement expired in December of 2002. It is the City's position the Award should only cover the time period through 2006, thereby, creating a four (4) year agreement.

The City points out agreements with this Union, as well as other unions within the City, have had a term of four (4) years. Therefore, the City argues, in order to remain consistent with past practice, the agreement should end in December 2006, and at that point, the parties may enter negotiations for a successor agreement. The City contends there are serious concerns regarding economic and the rising costs of healthcare, which need to be addressed in the new agreement. As such, the City is requesting an award cover the contract period from December 2002 through December 2006.

For the above reasons, the City maintains its proposal pertaining to the term of the agreement is reasonable and ought to be awarded.

As to salary increase, the City proposes an increase of 3.75% for the year 2006. It submits based upon prior agreements, FMBA members received an increase of 3.25% for 2003, 3.85% and

3.95% for 2005. It points out the Association proposes an increase of 4.75% for 2006 and 2007. For an entry-level employee hired before January 1, 2006, the increase reflects an increase from a base salary of thirty nine thousand nine hundred eighty one dollars (\$39,981.00) as of December 2002 to forty six thousand six hundred seventy eight dollars (\$46,678.00) by January 2006. It points out at the highest level, the increase would be from sixty two thousand one dollars (\$62,001.00) in 2002 to seventy two thousand three hundred eighty seven dollars (\$72,387.00) by January 2006.

On the other hand, the City's proposal would result in a salary of seventy one thousand six hundred ninety six dollars (\$71,696.00) at the highest level at the end of 2006. It is the position of the City its proposal is more reasonable based upon the current agreements which exist with other City employees. It acknowledges the difference between the salary of each individual employee is not significant, but it must be considered due to the number of employees affected by the increase. Coupled with other proposed increases, the City argues, the difference becomes significant.

The City also refers to agreements recently reached by other unions in the City in support of its position. First, the

following reflects the agreement with the Fire Officers Association (FOA) with the following increases:

2003 January-June 2%

2003 July-December 2%

2004 January-June 2%

2004 July-December 2%

2005 January-June 2%

2005 July-December 2%

2006 January-June 2%

2006 July-December 2%

Next, in December 2004, the Plainfield Municipal Employees Association (PMEA) accepted a contract which resulted in increases in 2005 of 3.25% and 3.8% in 2006. The City conceded its current proposal regarding salary increases is reflective of the overall trend which has been established in recently negotiated contracts with other similarly situated City employees. In addition, it is the City's belief the Union's proposal is somewhat extravagant and if awarded, the City may be compelled to raise taxes for its residents.

For the above reasons, the City maintains its salary proposal is reasonable and ought to be awarded.

The City proposes there be no change in the current language as it pertains to longevity. It contends the Association's proposal would entitle employees hired after 1994 to receive a longevity payment of four hundred dollars (\$400.00) following ten (10) years of service and then receive a four hundred dollar (\$400.00) increase every five (5) years. Therefore, following the twentieth (20th) year, the employee would receive a payment of one thousand two hundred dollars (\$1200.00). The City has proposed the clause remain unchanged and only employees hired before 1994 be eligible for longevity payments.

It is the City's position the salary increases which have already been implemented for 2003-2005 are a significant increase from the previously negotiated agreement. It submits any additional longevity payments would be unduly burdensome on the City. It points out based upon the number of employees that would be affected by this proposal, an additional four hundred dollars (\$400.00) per employee would be costly and unfair. In light of escalating salaries, the trend has been toward lesser longevity payment, according to the City. While the City maintains it does not intend to eliminate the longevity program

completely, it contends the current language recognizes the contributions of those long-term employees.

In its view, the City argues its wage proposal is more than adequate to fully compensate newer employees, and additional payments would create a financial burden resulting in increased payments from the taxpayers.

For the above reasons, the City maintains its proposal is reasonable and ought to be awarded.

As to clothing allowance, the City proposes there be no increase in the current allowance. It contends the present allowance is sufficient, absent any evidence which would indicate the uniform prices have increased to a level that would warrant a two hundred dollar (\$200.00) increase. The City points out the Association's proposal results in approximately a twenty five percent (25%) increase from the present rate.

The City submits although this item does not appear to have a significant financial impact, when it is multiplied by the number of affected employees, it becomes a twenty thousand dollar (\$20,000.00) proposal. In its view, this is a significant amount of taxpayer dollars. In light of this financial burden, the City asserts there should be no increase in clothing allowance.

For the above reasons, the City maintains its proposal is reasonable and ought to be awarded.

As to the Association's proposal for an additional personal day, the City submits the number of personal days currently provided in the agreement are sufficient. It contends the Association has provided no evidence which would support an increase in personal days.

For the above reasons, the City maintains its proposal is reasonable and ought to be awarded.

As to the Association's proposal for language pertaining to an additional holiday, the City contends there is no justification for awarding this request. It argues the Firefighters currently receive thirteen (13) holidays, which is the average number of holidays enjoyed by other departments within Union County. The City submits the Association has not presented any compelling evidence which would justify a deviation from this average. It asks the current language remain unchanged as it pertains to holidays.

For the above reasons, the City maintains its proposal is reasonable and ought to be awarded.

In all, the City maintains its final offer best comports with all of the relevant statutory criteria set forth in N.J.S.A. 34:13A-16(g). It asks that its final offer be awarded.

OPINION

Several introductory comments are appropriate here. In the absence of an agreement to the contrary by the parties, the procedure to be used in this matter is conventional Interest Arbitration. As Interest Arbitrator, I must adhere as follows to the statutory criteria set forth in N.J.S.A. 34:13A-16(g).

[The Interest Arbitrator must] decide the dispute based on a reasonable determination of the issues, giving due weight to those factors listed below that are judged relevant for the resolution of the specific dispute. In the award, the arbitrator or panel of arbitrators shall indicate which of the factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor:

(1) The interests and the welfare of the public. Among the items the arbitrator shall assess when considering this factor are the limitations imposed upon the employer by P.L. 1976, c.68 (C.40A:4-45.1 et seq.).

(2) Comparisons of the wages, salaries, 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 the same or similar services and with other employees generally:

- (a) In private employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.
- (b) In public employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.

(c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with sections 5 of P.L. 1995, c.425 (C.34:13A-16.2); provided, however, that each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.

(3) The overall compensation presently received by the employees, inclusive of direct wages, salaries, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.

(4) Stipulations of the parties.

(5) The lawful authority of the employer. Among the items the arbitrator shall assess when considering this factor are the limitations imposed upon the employer by P.L. 1976, c.68 (C.40A:4-45.1 et seq.).

(6) The financial impact on the governing unit, its residents and taxpayers. When considering this factor in a dispute in which the public employer is a county or a municipality, the arbitrator shall take into account, to the extent the evidence is introduced, how the award will affect the municipal or county purposes element, as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element or, in the case of a county, the county purposes element, required to fund the employees' contract in the preceding local budget year with that required under the award for the current local budget year; the impact of the award for each income sector of the property taxpayers of the local unit; the impact of the award on the ability of the governing body to (a) maintain existing local programs and services, (b) expand existing local programs and services for which public moneys have been designated by the governing body in a proposed local budget, or (c) initiate any new programs and services for which public moneys have been designated by the governing body in a proposed local budget.

(7) The cost of living.

(8) The continuity and stability of employment including seniority rights and such other factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours and conditions of employment through collective negotiations and collective bargaining between the parties in the public service and in private employment.

Accordingly, and with these principles in mind, I now turn to the facts of this dispute.

TERM OF AGREEMENT

The Association has proposed a five (5) year Agreement with a term of January 1, 2003 through December 31, 2007. The City has proposed a four (4) year Agreement with a term of January 1, 2003 through December 31, 2006. For the following reasons, I agree with the Association's preference for a five (5) year Agreement.

A five (5) year Agreement makes good sense.² First, an Award covering a five (5) year period will enable the parties involved in this proceeding to have a sufficient period of time, albeit not lengthy, to resume their relationship free from the interruptions of collective bargaining.

²Given the parties' Trial Agreement, which resolved 2003 in its entirety, and permitted any further changes begin no earlier than January 1, 2004, in reality this Award effects January 1, 2004 through December 31, 2007, a period of four (4) years.

Second, it is important to note an Award of only a four (4) year Agreement, which is the other option the City has proposed, would virtually require negotiations between the parties to begin immediately for a successor agreement. This would be unduly burdensome on both the City and the Association.

Thus, I have formulated this Award based upon a contract term of five (5) years, covering the period January 1, 2003 through December 31, 2007.

I now turn to the remaining components of the parties' proposals.

WAGES

Based upon prior agreements between the parties, FMBA Local #7 members received an increase of 3.25% for 2003, 3.85% for 2004 and 3.95% for 2005. The Association has proposed increases of 4.75% each year for 2006 and 2007.

The City has proposed a 3.75% increase in wages for the year 2006.

I find both proposals to be unacceptable. Clearly, given the pattern of settlements between the City and its other unions, as well as the other record evidence concerning the statutory criteria, there can be no justification for the wage increases being sought by the Association. This level of

increase cannot be justified in light of the relevant statutory criteria.

On the other hand, the City's proposal also is not justified. The increase proposed by the City is neither compelled by the pattern of settlements between the City and its other unions nor by the other record evidence concerning the statutory criteria. In addition, as explained below, the pattern of settlements within Plainfield, as well as the financial circumstances of the City, can be taken into account without requiring the wage increases awarded to the City's Firefighters result in them falling behind their counterparts in comparable jurisdictions. Thus, the City's wage proposals cannot be selected when all of the relevant statutory criteria are taken into account.

Instead, I am persuaded wage increases between the Association's proposals and the City's proposals are appropriate here. In order to determine the appropriate economic package, it is necessary to analyze each of the statutory criteria in relation to the positions proffered by the parties.

As to the interests and welfare of the public, I agree with the City its citizens are not benefitted by salary increases which the City cannot afford and which result in tax increases

and reductions in other needed services. Therefore, logically, the City's proposal, which is lower than the Association's, is preferred when evaluating the economic interests and welfare of the public.

However, the public's interests and welfare are also served by a Department force that is stable and whose morale is high. This is especially so in a community like Plainfield where the crime rate and the violent crime rate is much higher than it is in surrounding communities. These factors are relevant to Firefighters who must service a community with these characteristics. The record indicates Plainfield's Total Crime Index (TCI), based upon the 2002 Uniform Crime Report, is the second highest in Union County. Plainfield has the highest TCI in focus communities and contiguous communities. Similarly, Plainfield ranks second (2nd) in the Violent Crime Index (VCI), when compared to other municipalities in Union County. It again ranks highest in VCI when compared to focus communities and contiguous communities.

Thus, I am persuaded a wage package which unnecessarily deviated from the type of salary increases provided to other Firefighters in comparable communities, would not serve the interests and welfare of the citizens of the City. After all,

the interests and welfare of the public criterion is not limited solely to the public's financial interests and welfare. By necessity, it also must involve the community's interest and welfare in having its Fire Department continue to serve its essential needs and provide essential services.

Under any reasonable view, a 2006 increase of 3.75%, proposed by the City, if awarded, will unnecessarily and invariably cause a decline in Firefighter morale. This does not serve the interests and welfare of the public. Moreover, it is not necessitated by the evidence concerning the statutory criteria submitted by the City.

The City, as explained below, also has made a compelling case the pattern of settlements between Plainfield and its other unions should be respected and adhered to in this Award.

Thus, I find an average annual wage increase between the 4.75% annual wage increase for 2006 and 2007 proposed by the Association and the 3.75% annual increase proposed by the City, can adhere to the pattern of settlements between Plainfield and its other unions and not result in tax increases or a reduction in other municipal services, while at the same time preserving and building morale within the Plainfield Fire Department. Therefore, I find the statutory criterion concerning the

interest and welfare of the public favors awarding wage increases between the increases proposed by the parties.

The second criterion requires a comparison of the wages, salaries, hours and conditions of employment of Plainfield Fire Department with those of other employees performing the same or similar services in the public sector in comparable jurisdictions, in comparable private employment and in public and private employment in general.

The Association relied, in part, on an analysis of salary increases for Firefighters in Union County, which showed that between 2003 and 2006, their counterparts in Union County received average annual wage increases of approximately four percent (4%). This is .75% less than the 4.75% average annual wage increase proposed by the Association.

Therefore, even under the analysis of comparable communities proffered by the Association, a salary increase of the magnitude proposed by the Association is not required to maintain the relative ranking of the City's Firefighters in terms of salary.

On the other hand, an analysis of the impact of the wage proposals made by the City, demonstrates if its proposals were

awarded, the salary ranking of the City's Firefighters in Union County would decrease.

Thus, I find an analysis of comparable communities in Union County supports awarding the City's Firefighters a larger average annual wage increase than the City has proposed. This is especially so since, as explained below, the pattern of wage settlements within the City, as well as the City's financial circumstances, can be taken into account while awarding the City's Firefighters an average annual wage increase which will allow them to retain their salary ranking within Union County.

Thus, after considering all of the evidence submitted by the parties concerning Firefighters in comparable jurisdictions, I find that it supports awarding wage increases between the increases proposed by the parties.

With regard to the comparability evidence submitted by the City concerning comparisons to its other unionized employees, the record evidence demonstrates a pattern of wage settlements does exist between the City of Plainfield and its unionized employees.

As noted above, the statute requires me to compare the wages, hours and conditions of employment of City Firefighters with the wages, hours and conditions of employment of other

employees performing the same or similar services and with other employees generally in public employment in the same or comparable communities.

Thus, this aspect of the statute clearly requires me to give appropriate weight to the terms and conditions of employment of Firefighter personnel in comparable jurisdictions, as the Association has emphasized, and also requires me to give appropriate weight to the terms and conditions of employment of other City employees, as the City has emphasized.

The terms and conditions of employment of other City employees are of major significance. Such evidence is clearly relevant and probative, especially when considering the first three (3) years of the Agreement awarded below, which covers the period January 1, 2003 through December 31, 2007. Those three (3) years have already passed and a pattern has been established among City employees with regard to their compensation during that period. Stated otherwise, the linkage between the Association and the other unions representing City employees must be credited.

To deviate from an already existing pattern among City employees would do a disservice to the statutory criteria which require that "the interest and welfare of the public" be

considered along with evidence of comparability and the City's financial circumstances. These statutory criteria were clearly intended to foster stable labor relations and to avoid bickering among the City's unionized employees.

Basic adherence to the pattern of wage settlements in Union County is necessary to avoid undermining the bargaining unit that first reaches an agreement with the City or receives the first Interest Arbitration Award in a particular bargaining round. No public employee bargaining unit within the City would be willing to proceed with bargaining or the Interest Arbitration process, so long as it remained possible it would be embarrassed by subsequent agreements or awards that improve upon what the first bargaining unit agreed to or was awarded.

Moreover, basic adherence to the pattern of settlements within Plainfield will provide an impetus for quick settlements which has a number of advantages for the City and its employees. Quick settlements make it possible for the City to know the future cost of Firefighters and other services, thereby, making it easier for the City to make correct decisions regarding manpower and its financial commitments. Quick settlements also avoid the morale problems usually associated with a drawn out negotiation process. Finally, quick resolution is an

advantageous because it frees labor relations, fire and other public employee personnel to address other pressing issues.

For all of these reasons, I subscribe to the City's desire to respect the agreements reached between the City and its other unionized employees. Thus, my Award has conformed, as much as possible, with the agreements already reached by the City with its other unionized employees, during 2006.

Moreover, I have given additional emphasis to the Collective Bargaining Agreement between the City and its Police Officers. After all, Plainfield Firefighters do not only represent public employees in the same jurisdiction, but also represent employees in the same jurisdiction who are performing similar services. Although Police Officers and Firefighters perform different job duties, it is well accepted they are more comparable to each other than they are to non-uniformed employees in both the private and public sectors.

The evidence concerning the pattern of settlement within the City, however, does not support the awarding of the average annual wage increase the City has proposed over the life of the entire Agreement. Nor does it support the awarding of an average annual wage increase which would result in the City's

Firefighters losing their highly paid status when compared to their counterparts in other Union County communities.

In summary, I find the different types of evidence of comparability presented by both the City and the Association support the awarding of wage increases between the increases proposed by the City and the Association.

The next criterion deals with the overall compensation received by the City's Firefighters. I agree with the City the overall compensation received by its Firefighters is quite good. I also agree with the Association the overall compensation of the City's Firefighters tends to be similar to the overall compensation received by Firefighters in comparable jurisdictions. The same points can also be made about the benefits received by the City's Firefighters. However, the overall compensation of the City's Firefighters would not fare relatively well with the overall compensation received by other firefighters in comparable jurisdictions, if I were to award the City's wage proposal. Under those terms, the City's Firefighters would fall behind their counterparts in comparable jurisdictions in terms of overall compensation and benefits. On the other hand, the wage increases being sought by the Association are more generous than is necessary to maintain the

relative standing of the City's Firefighters in terms of overall compensation and benefits. Thus, I find this criterion also demonstrates the appropriateness of awarding wage increases which fall between the wage increases being proposed by the City and the Association.

As to the criterion concerning the stipulations of the parties, I note there are no stipulations by the City and the Association which are relevant to this dispute.

As to the lawful authority of the employer, I note the existence of New Jersey's Cap Law. I agree with the Association this criterion requires an evaluation of the City's authority to pay for the wage increases proposed by the parties pursuant to the requirements of New Jersey's Cap Law. The Association has persuasively argued the City has the budgetary flexibility to pay for the Association's wage proposals within the framework of New Jersey's Cap Law. The City has conceded this point. This is not to say the City has failed to present a compelling case it cannot afford to pay for the wage increases proposed by the Association without over-burdening its residents and taxpayers. However, that type of evidence is more appropriately considered when evaluating the financial impact upon the governing unit, its residents and taxpayers. Thus, there can be no dispute the

City has the lawful authority to pay for the wage increases awarded, herein.

The statutory criteria concerning the financial impact of the parties' wage proposals on the governing unit, its residents and taxpayers, essentially asks for an analysis of the City's ability to pay for the parties' proposals.

The City has made a compelling case it is not flush with money. Given the record evidence concerning the current economic climate in Plainfield, this statutory criterion requires I not award the wage increases being sought by the Association. Instead, the wage increases awarded must be more modest. Otherwise, there will be an unnecessary burden upon the governing unit and its residents and taxpayers.

For this reason, I conclude while a weighing of all of the relevant statutory criteria entitles the City's Firefighters to a wage increase significantly higher than wage increases proposed by the City, the financial circumstances of the City necessitate moderating the cost of such an increase to the City. Thus, primarily because of the financial impact upon the governing unit and its residents and taxpayers, the wage increases awarded below are less than what would be justified if the other statutory criteria were emphasized.

However, the City has not demonstrated that awarding its Firefighters an average annual increase greater than the wage increases proposed by the City would force the City to increase taxes or cut back on important municipal services.

Thus, I find the record evidence concerning the financial circumstances of the City and its residents and taxpayers also supports the awarding of wage increases between the increases proposed by the City and the Association.

As to the cost of living, the evidence demonstrates that both the proposals of the City and the Association exceed the cost of living. Obviously, this criterion favors the City's proposal which is lower than the Association's.

The final criterion concerns the continuity and stability of the employment of Plainfield's Firefighters. The evidence establishes the present complement of Firefighters in Plainfield has a high level of continuity and stability in their employment. That is, there is no evidence to suggest the City's Firefighters face the imminent threat their positions will be eliminated or the number of Firefighters will be reduced. As a result, this criterion favors a more moderate increase than the one sought by the Association.

permanent, I reject the argument the Firefighters are entitled to "catch up" for the period 2003-2005.

However, it must be noted for 2006 the PBA received 4.25%. While I do not think that amount is appropriate in 2006 for Firefighters, taking into account the chart becoming permanent, it is reasonable and appropriate for the Firefighters to receive 4.25% for 2007, the same percentage the PBA received in 2006. Otherwise, the disparity between the units, even taking into account the permanent chart, would be glaring.

Therefore, I Award 4.0% for 2006 and 4.25% for 2007.

These increases balance the legitimate right of the City's Firefighters to be compensated appropriately without unduly burdening the residents and taxpayers of Plainfield. The method of salary adjustment utilized, herein, intentionally adheres to the pattern of settlements between the City and its other unions, while granting the City's Firefighters wage increases which are reasonable when considered over the life of the entire Agreement. Also, these percentages permit the City's Firefighters to maintain their relative standing in comparison to their counterparts in comparable jurisdictions, enhancing the continuity and stability of employment criterion.

I turn now to the other economic and non-economic proposals and arguments made by the parties.

LONGEVITY

Currently, Article X (10-3) of the Agreement provides the following:

For employees hired prior to January 1, 1994, the City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all Employees having completed the following years of service in the following amounts:

10 years of service	\$500
15 years of service	\$1000
20 years of service	\$1300
25 years of service	\$1600

Longevity shall be paid for the full calendar year only and shall be paid to such Employees who will qualify for longevity pay through years of service on or before June 30th of the calendar year.

Bargaining unit employees hired on or after January 1, 1994 shall have no right or entitlement to any longevity pay.

The Association has proposed longevity for all employees hired before 1994 remain the same. As the current language does not provide longevity for employees hired after 1994, it seeks, retroactive to 2004, a longevity schedule for those employees.

That proposal is as follows:

10 years of service	\$400
15 years of service	\$400

20 years of service \$400

25 years of service \$400

The City has proposed the current longevity language remain the same. It argues based upon the number of employees that would be affected by this proposal, an additional four hundred dollars (\$400.00) per employee would be costly, for employees hired after 1994 especially given the Association's demand such increase begin in 2004.

After a review of the evidence, I find the Association's proposal calls for an appropriate payment for all employees hired after January 1994. This payment would apply to employees who have provided a significant period of service to the City. There is no justification for the disparity between the pre and post 1994 hires. Some type of longevity payment is justified. In addition, the Association points out the PBA was recently awarded an increase in their longevity schedule, with no restriction based upon the employee's date of hire. However, to lessen the financial impact upon the City, this change shall not begin until January 1, 2007.

Therefore, I find the Association's proposal is reasonable and shall be granted as specified, herein.

PERSONAL DAY

The Association has proposed an additional personal day. It submits an additional personal day was awarded to the PBA in its Interest Arbitration Award and will maintain the continuity between the PBA and the FMBA.

The City submits an additional personal day is not warranted, when reviewing comparable communities.

In order to maintain the relative stability between the uniformed units, the Association's proposal for an additional personal day is granted beginning in 2007. Doing so comports with all of the statutory criteria, especially since the Firemen wage percentage is less than the PBA for 2006.

CLOTHING ALLOWANCE

Currently, Article XV (15-11) of the Agreement states the following:

All uniformed Employees shall receive the annual reimbursement for the maintenance of their uniforms in the amount of \$450.00. Payment shall be made in December of each year. The City shall provide all necessary uniforms when individually needed due to Fire service activity and not strictly on a time limit schedule.

The Association has proposed an increase in the clothing allowance from four hundred fifty dollars (\$450.00) to seven hundred dollars (\$700.00). It submits Mastriani, in Docket No. IA-2003-080, awarded the PBA a fifty dollar (\$50.00) per year increase in clothing allowances, retroactive to 2003. This results in a clothing allowance in the year 2006 of seven hundred dollars (\$700.00), for PBA members. The City opposes any increase indicating the current allowance is sufficient. However, it does acknowledge the allowances for PBA and Firefighters have long been comparable.

The record evidence indicates the average clothing allowance for Firefighters in Union County is seven hundred and sixty six dollars (\$766.00). Obviously, the current allowance of four hundred and fifty dollars (\$450.00) is drastically lower than the County average. In order to bring Plainfield Firefighters in line with comparable municipalities, and in order to continue relative comparability with Plainfield's Police Officers, a significant increase is warranted. Yet, I am concerned about the magnitude of the increase being sought by the Association.

Therefore, I find effective in 2007, the clothing allowance shall be six hundred fifty dollar (\$650.00). This is the proper amount balancing all of the statutory criteria.

ADDITIONAL HOLIDAY

The Association's proposes the following language be added to the Agreement:

In the event that a holiday is declared by the President of the United States, the Governor of New Jersey or the Mayor of the City of Plainfield during the year, the members of the bargaining unit shall be entitled to said holiday pay.

The Association argues there is no cost associated with this proposal if a holiday is not declared by the President, Governor or Mayor. It contends a number of comparable communities have more holidays than Plainfield, without this proposal. The City argues the Firefighters currently receive thirteen (13) holidays, which is the average number of holidays enjoyed by other departments within Union County.

I agree with the City. There is no record evidence which would justify the awarding of an additional holiday especially in light of the other improvements awarded, herein.

For these reasons, the Association's proposal is not granted.

24/72 WORK SCHEDULE

During the early stages of negotiations between the parties, the Association proposed the implementation of a 24/72 schedule, as opposed to the 10/14 work schedule. The 24/72 work schedule was based on an eight (8) day regular, recurring work period consisting of one (1) twenty four (24) hours tour of duty, followed by seventy two (72) hours scheduled off, followed by a second twenty four (24) hour tour of duty, followed by seventy two (72) hours off.

At the February 25, 2004, hearing, Lavin testified as to the utilization of the 24/72 work schedule throughout New Jersey, as well as nationwide. Lavin provided statistics which indicated the tours worked by Firefighters on the 10/14 schedule and the 24/72 schedule were virtually the same. For example:

<u>Tour</u>	<u>10/14</u>	<u>24/72</u>
Days	90	92
Nights	92	92
Days/Weekends	25	26
Nights/Weekends	28	26

Lavin also stated levels of training could be maintained or increased with no adverse affect because members the number of tours would remain constant. Lavin also referred to the fatigue factor; he stated the schedule provides seventy two (72) hours rest and relaxation between tours as opposed to the present schedule which provided less than nine (9) hours between tours.

Lavin referred to an overtime study for the Union Fire Department covering the time period 1974-1985. The Union Fire Department was working under a 10/14 work schedule during 1974-1979 and reported the following overtime occurrences (each is a 12 hour overtime):

<u>Year</u>	<u>Overtime</u>
1974	438
1975	246
1976	251
1977	282
1978	464
1979	268

Lavin then testified the 24/72 schedule was implemented in 1980 and showed the following statistics:

<u>Year</u>	<u>Overtime</u>
1980	127
1981	152
1982	213
1983	164
1984	86
1985	80

Further, evidence was presented regarding the number of local cities within Union County working twenty four (24) hour shifts including Hillside, Union, Elizabeth, Westfield and Roselle. Other local cities working twenty four (24) hour shifts include West Orange, South Orange, East Orange, Maplewood, Paterson, Bayonne, Jersey City, Harrison, Hoboken, Carteret, Edison, Woodbridge and Perth Amboy.

After a series of negotiation sessions, the parties agreed to implement a schedule change for a 24/72 tour of duty work schedule on an interim period from May 2, 2004, through December 31, 2004, inclusive. The parties then agreed to a hearing date of November 22, 2004, to discuss and review the trial schedule change and implementation.

As a part of the trial change, the parties agreed a twenty five percent (25%) reduction in both sick leave and overtime from the preceding period (May 1, 2004 to November 15, 2004) would be the desired impact if the trial was to work for both the City and the Association. If either side was not satisfied with the trial schedule, the experiment would end on December 31, 2004. The parties further agreed I would retain jurisdiction in this matter.

The schedule met the desired thresholds. However, to be sure these were not just short term savings, the City proposed and the Association agreed to extend for an additional time period the trial to determine if the benefits realized initially would be maintained for a longer period of time. The overtime and sick time utilization exceeded the previous expectations. For the time period June 1, 2004 to April 30, 2005, there was a 37.4% reduction in overtime occurrences, compared to the prior reporting period. There was also a decrease in sick hour occurrences from five hundred fifty five (555) to three hundred three (303), almost a fifty percent (50%) decrease. These reductions in overtime and sick hours clearly exceeded the twenty five percent (25%) reduction the parties premised the trial schedule agreement upon. Clearly, the schedule has

provided even greater savings to the City than was contemplated. It also continues to be desired by the Association's membership.

Based upon the evidence presented, it appears as if the 24/72 work scheduled is beneficial not only to the Firefighters, but to the City. It clearly meets the needs of the Association, with a positive impact upon the staffing and overtime costs for the City. Both parties agree pursuant to their prior agreements the schedule shall be awarded as permanent by me. Since these parties have lived under a trial period now of over two and one half years (2½), and both sides are satisfied with this schedule and have agreed I am to award it in furtherance of their mutual understanding regarding their experiment with a trial period, and since the City and its Superior Officers have adopted the schedule, the current 24/72 schedule shall be adopted as the permanent schedule in the City for these parties, too.

In summary, I have carefully considered all of the relevant statutory criteria, as well as the type of standards normally evaluated in interest arbitrations of this kind, in reaching my findings above. In my view, they balance the rights of the members of the bargaining unit to fair improvements in their terms and conditions of employment with the legitimate needs of the City to budget its economic resources.

Accordingly, the changes, herein, are awarded to the extent indicated in this Opinion and Award. Any specific proposal not awarded, herein, is explicitly rejected.

AWARD

1. TERM

The Agreement shall have a term of January 1, 2003 through December 31, 2007, with all previously agreed upon terms and conditions for 2003, 2004 and 2005 being awarded.

2. WAGES

The existing salary schedule shall be adjusted at each step, relative to the effective dates, by the following percentages:

January 1, 2006	4%
January 1, 2007	4.25%

3. PERSONAL DAY

Personal days shall be increased from two (2) to three (3) effective January 1, 2007

4. LONGEVITY

Effective January 1, 2007

Employees hired after January 1, 1994, shall receive the following longevity:

10 years of service	\$400
15 years of service	\$400
20 years of service	\$400
25 years of service	\$400

For employees hired prior to January 1, 1994, the current longevity program shall continue.

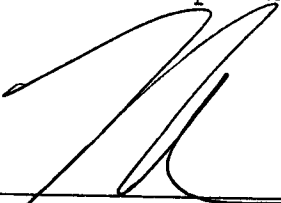
5. CLOTHING ALLOWANCE

Effective January 1, 2007, the clothing allowance shall be increased from four hundred and fifty dollars (\$450.00) to six hundred fifty dollars (\$650.00).

6. 24/72 SCHEDULE

The 24/72 trial work schedule which has been utilized by the parties since May 2, 2004, and which is now in effect for the Superior Officers, shall be made permanent.

November 3, 2006.



Martin F. Scheinman, Esq.,
Interest Arbitrator

On this 3rd day of November 2006, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.



NOTARY PUBLIC

KATE TIERNEY
Notary Public, State of New York
No. 01110130538
Qualified in Queens County
Commission Expires November 7, 2009