

Contract no. 715

INTEREST
ARBITRATION

A G R E E M E N T

BETWEEN

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

BRANCH NO. 9

AND

CITY OF ELIZABETH, NEW JERSEY

JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

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FIREMEN`S MUTUAL BENEVOLENT ASSOCIATION BRANCH NO. 9

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AGREEMENT entered into this 20 day of MAY, 1992 by and between the City of Elizabeth, New Jersey, hereinafter referred to as the "City" or the "Employer", and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH NO. 9, hereinafter referred to as the "Association."

ARTICLE I

RECOGNITION

1. The City hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all uniformed firemen, probationary firemen, and all other uniformed members of the City's Fire Department but excluding the Chief, Deputy Chiefs, Battalion Chiefs, Captains and all other Fire officers and probationary Fire officers and all other employees.

2. Unless otherwise indicated, the terms, fire fighter, fireman, firemen, employee, or employees when used in this Agreement refer to all persons represented by the Association in the above-defined negotiating unit.

3. In accordance with the terms and conditions set forth in the Consent Award dated August 31, 1988, John Malkowski, an employee of the Elizabeth Fire Department Electrical and Mechanical Repair Bureau, shall be grandfathered and shall receive sick leave benefits and vacation of uniform personnel.

ARTICLE II

ASSOCIATION SECURITY

1. Upon the request of the Association, the employer shall deduct a representation fee from the wages of each employee who is not a member of the Association.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

3. The amount of said representation fee shall be certified to the employer by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

4. The Association agrees to indemnify and hold the employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The employer shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4 (2) (c) and (3) (L. 1979, c477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making such deductions.

ARTICLE III

MAINTENANCE OF MEMBERSHIP

1. Employees covered by this Agreement at the time it is executed and who are members of the Association at that time, shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision except as provided herein.

2. Employees not members of the Association and who desire membership shall confirm their desire to join for the duration of this Agreement by initiating their Association application form and dues deduction authorization forms.

ARTICLE IV

CHECK OFF

1. Upon receipt of written authorization, the employer shall deduct association dues weekly, on a pro rata basis, and shall remit the moneys collected to the Association once each month, not later than the 15th of the month. The Association agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this clause.

2. All deductions under this Article shall be subject to revocation at the termination of this Agreement by the employees who executed such assignments, upon giving written notice to that effect thirty (30) days prior to the expiration date of this Agreement. Such notice shall be given to the Association and City Comptroller. The City Comptroller and the City Treasurer shall thereafter cease withholding any moneys whatever under such assignments.

3. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of the officers and employees shall not be liable for any delay in carrying out such deductions by mail to the Assignee's last known address, the City and its officers and employees shall be released from all liability to the employee-assignor and to the assignees under such agreement.

4. Dues deductions for any employee in the bargaining unit shall be limited to the Association, the majority representative.

ARTICLE V

BUSINESS LEAVE

1. Meetings between representatives of the City and of the Association for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein should be scheduled, wherever practicable, during non-working time, of all affected employees.

2. Leave of absence with pay to attend and serve as delegates to convention of the Association may be granted in writing to not more than six (6) unit employees during a calendar year, with the extent of the leave limited to four (4) days per delegate, contingent upon manpower. Application for leave shall be made in writing not less than two (2) weeks in advance. The parties also agree to be bound by the provision of N.J.S.A. 11A:6-13 where applicable.

3. Unjustified failure of an employee to return to work promptly upon the expiration of authorized leave may subject the employee to disciplinary action in accordance with departmental rules and regulations.

4. The officers and the Executive Board of the Association shall be granted time off from duty and shall suffer no loss of regular pay while attending meetings of the Association when such meetings take place at a time when such officers are scheduled to be on duty, provided that this provision does not result in any additional cost to the City.

ARTICLE VI

BULLETIN BOARDS

The Association shall have the use of a single bulletin board in each firehouse for the posting of notices relating to meetings and official business only. No notice shall be posted until it has been submitted to the Director.

ARTICLE VII

GRIEVANCE PROCEDURE

1. In the event that any difference or dispute should arise between the City and the Association or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

Step 1. Between the aggrieved employee and his/her immediate superior (Captain). If no satisfactory agreement is reached within three (3) calendar days, then

Step 2. Between the aggrieved employee and the Tour Chief and Chief of the Department. Should no acceptable agreement be reached within an additional three (3) calendar days, then

Step 3. Between an official of the Association in conference with the Director or his/her designee. Should no acceptable agreement be reached within three (3) calendar days, then

Step 4. The matter may be referred to arbitration by the City or the Association only. However a grievance

ARTICLE VII

GRIEVANCE PROCEDURE (Continued)

that pertains to a general order that has been issued may be taken up initially at the Step 3 level between the Director or Chief and an official of the Association.

2. Either party may notify the other in writing, certified mail, not later than ten (10) calendar days after the Step 2 meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) days, the moving party may request the Public Employment Relations Commission or the New Jersey State of Board of Mediation to designate the arbitrator in accordance with their rules and regulations.

3. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. The cost of the impartial arbitrator shall be final and binding. The cost of the impartial arbitrator shall be borne equally by both parties.

4. Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

ARTICLE VII

GRIEVANCE PROCEDURE (Continued)

5. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:

(a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties;

(b) involves issues which were discussed at negotiation but not covered by the terms and conditions of this Agreement;

(c) involves claims of violation of an allegedly implied or assumed obligation;

(d) would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay, or the level, title, or other designation of an employee's job classification;

(e) would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management to assign or reassign work, provided such assignment or reassignment does not conflict with the provisions of Article XXII herein;

(f) pertains in any way to the administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate;

ARTICLE VII

GRIEVANCE PROCEDURE (Continued)

(g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

Nothing contained herein, whether arbitration or aggrieved employee from seeking redress through litigation in the courts.

ARTICLE VIII

WORK WEEK

1. It is agreed that the normal work week for unit employees performing fire fighting duties shall be an average of forty-two (42) hours computed over the period of the full fiscal year.

2. For all other employees in the unit, the normal work week shall be eight (8) hours per day, five (5) days a week, Monday through Friday, for a total of forty (40) hours.

3. Present work schedules shall be maintained subject to change by mutual agreement.

4. Permission to be relieved one-half (1/2) hour earlier prior to completion of each tour shall be granted upon notification to the Captain in charge; such relief shall not exceed one (1) hour. Permission may also be granted to be relieved one (1) hour earlier on all holidays.

5. After five (5) hours of continuous work at the site of a fire, or emergency recall or holdover in excess of five (5) hours, a one (1) hour lunch period will be provided.

ARTICLE IX

EXTRA TIME

1. Whenever an employee works in excess of his/her regularly assigned work week or work schedule in non-emergency detail as provided for in Article VIII, in addition to any other benefits to which he/she may be entitled, he/she shall receive extra time in money for such work at one and one-half (1 1/2) times the hourly rate which he received for his/her regularly assigned duty in accordance with the City ordinance.

2. (a) The Battalion Chief in charge of each tour shall establish a roster of the employees on a seniority basis per tour. Whenever extra-time work paid in money is required, it shall be rotated amongst employees on the roster. If an employee refuses an assignment to work extra time, he/she shall be considered as having worked such extra time assignment for the purpose of maintaining a proper order of rotation for future assignments.

(b) Any employee on emergency recall shall receive compensatory time off at the rate of one and one-half (1-1/2) hours for every hour worked with a minimum of four (4) hours compensatory time off for every such detail.

(c) Any employee held over on his/her job for an emergency detail shall receive a minimum of one (1) hour of compensatory time off. If such employee is held over (beyond

ARTICLE IX

EXTRA TIME (continued)

1 hour) he/she shall receive one and one-half (1-1/2) hours of compensatory time off for each hour (or part hereof worked).

(d) Whenever possible, the City will make all reasonable efforts of paying overtime so that overtime money is paid to the employee in the week following the week during which the overtime is worked.

3. All employees working less than a forty-two (42) hour work week shall receive extra time in money for non-emergency detail at one and one-half (1-1/2) times their regular hourly base rate for all hours over eight (8) hours per day or for all hours after forty (40) hours per week, provided there shall be no pyramiding of overtime.

ARTICLE X

HOLIDAYS

1. Employees working a forty-two (42) hour schedule shall be entitled to holiday pay in compensatory time off for a total of one hundred and twelve (112) hours per calendar year.

2. Employees taking time off under this provision shall be charged with a maximum of ten (10) hours per tour, regardless of whether they take a day or night tour off.

3. The allocation of compensatory time off shall be by mutual agreement between the Director and the employee.

4. Employees working a forty (40) hour schedule shall receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays, even though not required to work:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas

ARTICLE X

HOLIDAYS (Continued)

An extra holiday declared to be such by the President, Governor or Mayor, shall be granted to the employees as additional compensatory time off.

5. All compensatory time earned for holidays authorized during a given calendar year, except in cases of emergency, employee illness, or for the convenience of the City with the approval of the Director or Chief, must be used by April 1st of the year following that in which it was earned or it shall be forfeited.

6. Special cases will be referred to the Director.

ARTICLE XI

LONGEVITY

1. All permanent employees of the Fire Department covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows -- if the employee's anniversary falls between January 1 and June 30, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

5th year of employment to completion of 9th year-----	2%
10th year of employment to completion of 14th year-----	4%
15th year of employment to completion of 19th year-----	6%
20th year of employment to completion of 24th year-----	8%
25th year of employment and over-----	10%

ARTICLE XII

CLOTHING ALLOWANCE

All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance as follows:

The amount of \$400.00 per year payable the second pay period in April.

ARTICLE XIII

INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

(a) apply to all eligible present and future pensioners of the employer and their dependents;

(b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972;

(c) provide the local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972;

(d) require the local employer to pay the full cost of such premiums and Medicare charges.

ARTICLE XIII

INSURANCE (Continued)

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

5. All employees covered by this Agreement and Eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City.

6. All employees covered by this Agreement and eligible members of their families will be covered by a dental plan. The premiums will be paid by the City.

ARTICLE XIV

VACATIONS

1. The employees covered by this Agreement on a 42 hour work schedule shall be entitled to vacation leave with pay according to the following schedule:

0 to less than 1 year of continuous service
1 day per month of service prior to January 1
of each year (to a maximum of ten (10) working days)

1 year to completion of 4 years of continuous
service-----10 working days

5 years to completion of 14 years of continuous
service-----14 working days

Starting 15th year of continuous service
and over-----16 working days

Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) working days vacation for that anniversary year only.

2. The employees covered by this Agreement assigned to the Fire Prevention Bureau and any other uniformed member on a 40 hour work schedule shall be entitled to vacation leave with pay according to the following schedule:

0 to less than 1 year of continuous service
1 day per month of service prior to January 1
of each year (to a maximum of ten (10) working days)

1 year to completion of 4 years of continuous
service-----15 working days

5 years to completion of 14 years of continuous
service -----21 working days

Starting 15th year of continuous service
and over -----24 working days

Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) working days

ARTICLE XIV (Continued)

VACATIONS

vacation for that anniversary year only.

3. In computing vacation eligibility, the employee must complete his/her 1st, 4th and 14th year of continuous service as of December 31st, the last day of the vacation period.

4. Vacations shall normally begin following the regular "days off" of the employee.

5. Vacation time must be used in the vacation year in which it is earned or it shall be forfeited. However, one (1) year's accumulation may be carried into the next succeeding year.

Should circumstances warrant, this provision may be waived by the Business Administrator and the Director upon mutual agreement with the Association.

5. The vacation period shall be the calendar year, from the first day of January to the 31st day of December. Vacations shall be scheduled throughout the calendar year. The Director shall schedule all vacations, giving preference to employee seniority where practicable and where consistent with efficient operations.

6. Company Captains shall submit a Form #5 with the residual vacation requests no later than December 1st of the year prior to vacation year. By December 31st of the same year, the Deputy Chief of each tour shall post a list of the residual vacations of his/her tour. Subject to manpower needs, two-thirds

ARTICLE XIV (Continued)

VACATIONS

(2/3) of the residual vacation requests must be used by June 15th, or the start of the summer vacation period.

7. By March 1st of the vacation year, Deputy Chiefs of each tour will announce the dates of the six (6) summer vacation periods. Company Captains shall then submit a Form #5 with the summer vacation requests no later than April 1st of the vacation year. By April 30th of the same month, Deputy Chiefs of each tour shall post a list of the summer vacations of his/her tour.

8. Full vacations have preference over residual vacation picks when submitted with residual vacation requests in December.

9. Employees may take residual vacations (i.e., vacation days due employees which are in excess of the normal vacation stretch and amount to between six (6) and eight (8) working days depending on seniority, in two (2) day increments rather than all at one time). This is a voluntary program and is subject to the requirement of sufficient manning being available for the needs of the Fire Department.

10. In order not to jeopardize the efficiency of the department, the vacation schedule shall be as follows: the early section shall be used before June 15, the summer section shall be used between June 15 and September 15, and the late section shall be used after September to December 31.

ARTICLE XIV (Continued)

VACATIONS

11. When the efficiency of the Department is not jeopardized, every effort shall be made to give at least eight (8) consecutive working days during vacation during the ten (10) prime summer weeks commencing during the last week of June and ending during the first week of September, it being the intent of the parties to approximate as closely as possible in this provision the summer recess of the children in the Elizabeth School System.

ARTICLE XV

ACTING OFFICERS

1. Any fireman assigned to a Captain's position on an acting basis shall be paid for such work at the Captain's base rate of pay, but longevity shall continue to be based on his/her fireman's pay.

2. Any mechanical repairman, signal system repairman or senior electronics repairer performing in a supervisory position shall be paid for such work at the minimum rate of pay in such supervisory range, but longevity shall continue to be based on the employee's regular rate of pay.

ARTICLE XVI

LEAVE WITHOUT PAY

1. Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days shall make a request in writing to the Officer in charge not less than one (1) week in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested. Leaves may be granted or denied at the discretion of the Director. Extensions of such leaves may be granted providing that, at least two (2) weeks prior to the date on which the initial and subsequent leave would terminate, the employee requests said extension of the Director. In granting leaves or extension of leaves, approval will not be unreasonably withheld. Falsification of the reason for leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, and where warranted by the circumstances, a returning employee may be required to undergo a physical examination by the Department physician prior to resuming duties.

2. Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action.

ARTICLE XVII

EXCHANGE OF SHIFTS

An employee may, with the approval of the Captain not less than one (1) day in advance, arrange to exchange shifts with another employee so long as there is no additional cost to the City.

ARTICLE XVIII

FUNERAL LEAVE

A regular, full-time employee shall be excused from work because of death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled working hours missed during the first ninety-six (96) hours following the death. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law or mother-in-law, brother-in-law, sister-in-law, grandparents and grand children of employee or spouse. One (1) working day shall be allowed in the event of the death of an aunt or uncle. Special and other cases will be referred to the Director and acted on as heretofore.

ARTICLE XIX

SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last day of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- (a) discharge;
- (b) resignation;
- (c) absence for five (5) consecutive calendar days without leave or notice of justifiable reason for failing to give same;
- (d) absence for illness or injury for more than one continuous year
- (e) layoff for longer than eighteen
(18) consecutive months.

ARTICLE XX

BAN ON STRIKES

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

3. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

4. The Association shall not be held liable for unauthorized acts of unit employees.

ARTICLE XXI

UNIFORMS AND MISCELLANEOUS

1. Work uniforms are to be worn to and from work and while on duty. Dress uniforms shall be maintained by the employees.

2. Employees may be assigned to perform any duty related to fire fighting, fire prevention, rescue, salvage, care and maintenance or housekeeping of fire houses. It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry or other such maintenance work and mechanical work normally performed by Repair Bureau employees or non-negotiating unit employees.

3. Where there is a labor dispute involving the firemen of another community with which the City of Elizabeth has a mutual aid pact, there shall be no assignment of employees on a standby basis. However, the Union and employees agree to perform all customary functions related to fire fighting in such community.

4. During non-working hours, an employee shall leave a telephone number or address at which he/she can be contacted. Said employee is subject to emergency recall under the terms of this agreement.

ARTICLE XXII

RULES AND REGULATIONS

1. The City may establish and enforce reasonable rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association and opportunity for discussion of the rules and regulations shall be afforded to the Association.

2. Except as herein provided, it is understood that employees shall promptly comply with all reasonable rules, regulations, instructions and orders made by the City or the employee's officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instructions, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VII of this contract.

ARTICLE XXII

RULES AND REGULATIONS (Continued)

3. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XXIII

STANDARDS OF APPEARANCE

1. PURPOSE

a) The purpose of this Article is to set standards of appearance for hair styles and facial hair growths worn by Firemen. The tolerance set forth represents a conciliation between the current acceptance of fuller and longer male hair styling and the need for establishing clearly defined limits which within which our Department can maintain its uniformed identity.

b) In addition, this Article is to insure the safety of members of this Department in accordance with tests conducted by Scott Aviation Company and the American National Standard Practices for Respiratory Protection.

2. REQUIREMENT

The standards are defined and are a compilation of recommendations made by Battalion Chiefs after consultation with Union representatives in accordance with Article XXII of the contract now in existence between the City and the Association. The tenets of this Article are binding on all Firemen except when their assignments or duties permit a departure from the requirements. However, any departure must be approved by the Director of the Department.

3. STANDARDS

Effective this date, all Firemen shall regulate their hair style and facial hair growths to conform with the standards for on-duty appearance as listed in this section:

ARTICLE XXIII

STANDARDS OF APPEARANCE (Continued)

A. HAIR

- (1) The style shall be of medium length and fullness with a maximum length of 1/2" below the collar.
- (2) The duck tail length is prohibited.
- (3) A neat pattern on the rear of the neck shall be maintained. The growth must be neatly trimmed.

B. SIDEBURNS

- (1) The length shall not extend beyond 1/2" from the tip of the ear lobe.
- (2) The extent for growth shall be limited to 1/2" below the line of the corner of the mouth.
- (3) The growth shall not be more than 1/4" in depth.

C. MUSTACHE

- (1) The pattern shall be neatly trimmed.
- (2) The extent of growth shall be limited to 1/2" below the line of the corner of the mouth.
- (3) The thickness shall be 1/4" in depth and shall not appear bushy.
- (4) The ends may not be waxed or twisted.

D. BEARDS-GOATEES

Full beards, goatees, or other growths of hair below the lower lip on the chin, or the lower jawbone area are prohibited.

E. Except for the areas of facial hair growth

ARTICLE XXIII

STANDARDS OF APPEARANCE (Continued)

permitted by this order, all members of the Fire Department shall be clean shaven. No extra full hair growth of any type which might interfere with face piece to face seal in the use of respiratory equipment shall be permitted.

ARTICLE XXIV

EDUCATION

1. Employees taking courses in fire science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Director. Such approval will not be unreasonably withheld. Whatever moneys are to be allotted for taking science courses would be subject to agreement between the Director and the employee prior to any commitment.

2. Every effort will be made to adjust employees' schedules when necessary so that they may take advantage of available fire science courses.

3. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

ARTICLE XXV

ASSOCIATION PRIVILEGES

1. The Association shall have the right to use fire houses at all reasonable hours for Association meetings, subject to advance approval of the officer in charge.

2. Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the President of the Association within 24 hours of their promulgation.

3. The Association shall have the right to use the Fire Department's mail or message routing system and Fire House and Fire Department mailboxes.

4. Whenever any employee is required to appear before a superior officer concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or his/her total salary, then the employee and the Association shall be given prior notice of the meeting or interview and the employee shall be entitled to have a representative of the Association present to advise and represent him or her during such meeting or interview.

ARTICLE XXVI

INJURY LEAVE

1. Whenever an employee shall be injured, ill or disabled from any cause so as to be physically unfit for duty during the period of such disability, except in connection with off-duty employment, the City may grant a leave of absence with pay up to a maximum period of one (1) year commencing from the date of such injury, illness or disability.

2. Any payments from temporary disability insurance or worker's compensation insurance received by the employee shall be credited toward the pay referred to above.

3. The employer may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Department to examine the employee.

4. In the event of an emergency, upon notification to the Chief in charge, an employee may receive two (2) tours for such emergency during any working period.

ARTICLE XXVII

SICK LEAVE

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement. The City may require proof of illness of any employee on sick leave.

ARTICLE XXVIII

MANPOWER

1. The manpower strength for each truck company, engine company or rescue squad on tour of duty shall be determined by the needs of the Department, availability of personnel, and safe procedures.

2. In the event of shortages in the required manpower strength, they may be filled either by temporary details from other companies or by overtime assignments.

3. In the event a vacancy in a company or tour may exist or is anticipated, the City (Director/Chief) shall make known to all members of this unit the availability of such assignment. Any member interested in such assignment shall notify the City (Director/Chief) by a form #5 indicating such interest.

4. The City (Director/Chief) shall consider the members seniority for such assignment. Granting of such requests shall not be denied without good reason. Such denial shall be made known to the employee by the Director or Chief within ten (10) working days. It is understood that the request will be for the initial vacancy and not for a vacancy created by the granting of such request.

ARTICLE XXIX

DISCIPLINE AND DISCHARGE

1. It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of his/her seniority, for just cause. Grounds for summary discharge shall include, but not be limited to drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties, and incompetence.

2. In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee or the Association, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the City within ten (10) work days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed absolute.

ARTICLE XXX

MILITARY CLAUSE

1. Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given a leave of absence, and will accumulate seniority during such period of service not to exceed four (4) years or the duration of the emergency, whichever is the longer. Upon the termination of such service, he/she will be reemployed at the rate of pay prevailing for work to which he/she is assigned at the time of his/her reemployment, provided, however, he/she has not been dishonorably discharged, there is work available, he/she is physically, mentally, and emotionally able to perform such work and he makes written application for reinstatement within ninety (90) days after discharge.

2. Any employee required to be absent from work because of National Guard training or service shall receive the difference in pay for work time missed between his/her regular straight-time rate and the pay received for such National Guard service. Proof of required service and of pay received may be requested by the Director.

ARTICLE XXXI

ACCUMULATION OF TIME OFF

1. All compensatory time off provided under the terms of this agreement may be accumulated up to a maximum of thirty (30) days.

2. Employees utilizing accumulated compensatory time off under this provision shall be required to take such time off in periods of at least one (1) hour or more and only in one (1) hour segments. This means if an employee takes three (3) hours off from 6 p.m. to 9 p.m. and returns to the company at 8:40 p.m. he/she is still credited with a three (3) hour reduction in his/her accumulated time record. Employees may also substitute earned holidays in lieu of accumulated compensatory time off and will be charged for same in accordance with section two (2) and section five (5) of Article X of this contract.

ARTICLE XXXII

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Fire Department, the control of its properties and the maintenance of order and efficiency, are sole responsibilities of the City. Accordingly, the City retains the following rights, except as they may be abridged in this Agreement, including but not limited to select and direct the force; to hire, to suspend or discharge for just cause, following a hearing where required by law; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for legitimate reasons, including a decrease in the force for reasons of economy; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and the control of equipment and materials and to purchase services of others, contract or otherwise.

2. Should a decrease in the number of firemen occur, for reasons of economy, firemen will be laid off in inverse order of their seniority in the Fire Department.

ARTICLE XXXII

MANAGEMENT RESPONSIBILITY (Continued)

3. Recall to vacant positions shall be offered to laid off firemen on the same basis. No special seniority rights or protection from layoff or recall to a fireman position shall be given to officers demoted to a fireman position.

4. It is recognized that the foregoing is in apparent conflict with the position of the Department of Civil Service and accordingly, upon initial notice to a demoted officer of his/her contemplated layoff from the firemen ranks, the Association and City agree, if required, to jointly seek a declaratory judgment or by P.E.R.C. procedures a determination as to the validity of said Article XXXII Section (2) and further agree to modify said provision to comply with such interpretation if in any way such modification is required.

5. City-wide employee benefits granted during the life of this Agreement will include employees covered by this contract.

ARTICLE XXXIII

WAGES

The wage rates for covered employees shall be as set forth in Appendix "A" attached hereto.

APPENDIX "A"

Effective: JANUARY 1, 1991 (6% increase)

TITLE: Firefighter, Fire Prevention Specialist UFD,
and Fire Protection Subcode Official UFD

1st year of employment	\$31,202.00
2nd year of employment	32,665.00
3rd year of employment	34,128.00
4th year of employment	35,595.00
5th year of employment and thereafter	37,057.00

Effective: JANUARY 1, 1992 (6% increase)

TITLE: Firefighter, Fire Prevention Specialist UFD,
and Fire Protection Subcode Official UFD

1st year of employment	\$33,074.00
2nd year of employment	34,625.00
3rd year of employment	36,176.00
4th year of employment	37,731.00
5th year of employment and thereafter	39,280.00

Effective: JANUARY 1, 1993 (6% increase)

TITLE: Firefighter, Fire Prevention Specialist UFD,
and Fire Protection Subcode Official UFD

1st year of employment	\$35,058.00
2nd year of employment	36,703.00
3rd year of employment	38,347.00
4th year of employment	39,995.00
5th year of employment and thereafter	41,637.00

ARTICLE XXXIV

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to their being allowed by law.

ARTICLE XXXV

SEVERABILITY

If any provision of this Article is invalid under Federal Law, or the laws of the State of New Jersey , said provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE XXXVI

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

ARTICLE XXXVII

FUTURE CONTRACT NEGOTIATIONS

1. Intention to Commence Negotiations:

One hundred thirty-five (135) days prior to the Public Employer's budget submission date, a party wishing to change the contract must notify the other party in writing of its intentions and of its proposals. Upon submission of such intentions and proposals, the following schedule of good faith negotiations, to be conducted by authorized negotiators, shall commence:

a. The parties shall meet at least once every fifteen (15) working days and, in addition, each party shall be prepared at least on alternate meeting days to discuss each of the other's current proposals presently on the table and to offer specific counterproposals or to offer other disposition regarding the same. In the event, due to circumstances, this schedule is not maintained, any missed meetings shall be made up within the next six (6) calendar weeks so that good faith attention is given by both parties to effective negotiations;

b. Each party shall designate a negotiator who shall have the authority to negotiate all of the terms and conditions of the contract with the negotiator for the other party. The negotiators shall respectively keep the parties apprised, in the case of the F.M.B.A., the negotiating committee and membership, in the case of the City, City Council and any other administrator concerned, of the current proposals and counterproposals, in effect, the positions of both parties at any given time.

ARTICLE XXXVII

FUTURE CONTRACT NEGOTIATIONS (Continued)

2. Any issues remain unresolved sixty (60) days prior to the required budget submission date of the Public Employer shall be disposed of pursuant to the provisions of N.J.S.A. 34:13A-16.

3. In the event that N.J.S.A. 34:13A-16 is declared invalid or for any other reason does not become operative, then and in that event the schedule set forth hereinabove is continued until such time as either party shall request the intervention of the Public Employment Relations Commission, pursuant to the provisions of N.J.S.A. 34:13A-1, et. seq.

ARTICLE XXXVIII

MAINTENANCE OF STANDARDS

All benefits and other terms and conditions of employment which are beneficial to unit members shall be maintained at the highest standards existing on the date of commencement of collective negotiations leading to the execution of the Agreement to become effective JANUARY 1, 1991.

ARTICLE XXXIX

MISCELLANEOUS

1. The City agrees to advise the employees of the nature of the substances which they are required to come in contact with in such programs as the Chemical Pollution Removal Program so that employees may competently guard against dangers inherent in said substances and so that reasonable provisions may be made for protective clothing and devices with respect to such substances.

2. The City agrees to improve accommodations for the fire watch conducted by the firemen at the Chemical Pollutant Dump site. It has been agreed that providing a van (trailer) at the dump site constitutes such an improvement.

ARTICLE XL

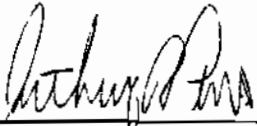
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from JANUARY 1, 1991 and including the 31st day of DECEMBER, 1993. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth at the time of expiration, he/she must notify the other party in writing not less than sixty (60) days prior to such expiration date.

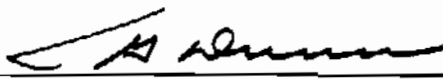
2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between either party extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered mail in which event the Agreement shall terminate five (5) days following receipt of such notice.

ATTEST:

CITY OF ELIZABETH, NEW JERSEY



ANTHONY R. PILLO, CITY CLERK
DATE: 5/20/92

BY: 

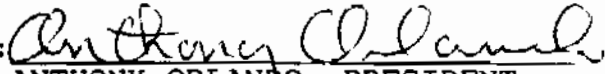
THOMAS G. DUNN, MAYOR
DATE: 5/20/92

CITY OF ELIZABETH


APPROVED AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS
DESCRIPTION

J.P.
J.P.

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH NO. 9

BY: 

ANTHONY ORLANDO, PRESIDENT
DATE: 5-15-92

BY: 

JAMES BAUER, SECRETARY
DATE: 5-15-92

ljd/92

PUBLIC EMPLOYMENT RELATIONS COMMISSION IA-91-31
 ----- X
 In the Matter of the Interest Arbitration between :
 F.M.B.A. LOCAL 9 : OPINION
 - and - : AND
 CITY OF ELIZABETH : AWARD
 ----- X

APPEARANCES:

For the F.M.B.A.:

Fox and Fox
By: David I. Fox, Esq.

For the City:

Murray, Murray & Corrigan
By: Robert E. Murray, Esq.

BEFORE: Herbert L. Haber, Arbitrator

Pursuant to N.J.S.A. 34:13A16, and in accordance with its rules, the Public Employment Relations Commission ("PERC") has designated the undersigned as the Arbitrator to hear and finally determine the contract issues in dispute between the above named parties, hereinafter "FMBA" and "City."

Due notice having been given, hearings were convened on August 20 and 29, October 15, November 19, and December 10, 1991 at which the parties appeared by counsel and were afforded full opportunity to present oral and documentary evidence, examine witnesses, and make argument in support of their respective positions. The record was closed on January 20, 1992, following the receipt of final positions and written briefs from the parties.

The statute under which this proceeding occurs, *N.J.S.A.* 34:13A14 to 34:13A21, requires that the Arbitrator, in the absence of agreement between the parties on some other acceptable terminal procedure for the resolution of their impasse, select between the last economic offers made by the parties. In the instant matter, the parties elected the statutory procedure mandating the selection of one party's last best economic offer as a single package. The statute also imposes upon the Arbitrator that he "shall 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:

- (1) The interest and welfare of the public.
- (2) Comparison of the wages, salaries, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employees performing the same or similar services and with other employees generally:
 - (a) In public employment in the same or similar jurisdiction.
 - (b) In comparable private employment.
 - (c) In public and private employment in general.
- (3) The overall compensation presently received by the employees inclusive of direct wages, salary,

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.
- (6) The financial impact on the governing unit, its residents and taxpayers.
- (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 traditionally considered in the determination of wages, hours and conditions of employment through collective negotiations and collective bargaining in the public service and in private employment."

The conclusions that follow are based upon a careful examination and thoughtful analysis of the record in the light of the standards and criteria set forth above, giving due weight to those most significant and applicable to the specific issues under consideration. The award, in accordance with the procedure mandated under the statute, selects the final offer that most closely meets the criteria outlined.

Positions of the Parties

The parties submitted two (2) issues for determination: wages and term of the Agreement. Their final offers follow.

FMBA:

Salary increases of six per cent (6%) to be effective in each of three (3) years, January 1, 1991, January 1, 1992, and January 1, 1993.

CITY:

Salary increases of five and one-half per cent (5.5%) to be effective on January 1, 1991 and January 1, 1992.

FMBA argues that its proposal most closely meets the criteria set forth in the statute because: (1) Elizabeth firefighters receive pay and benefits that are significantly lower than those received by other New Jersey firefighters; (2) the percentage increases awarded the Elizabeth firefighters in the past have been lower than the increases granted most other firefighters; (3) the City's final offer is well below the "norm" of recent interest arbitration awards and contract settlements for public safety employees in Essex and Union Counties, and in the "Big Six" cities of the state of which Elizabeth is one; (4) the current salaries of the Elizabeth firefighters are below the increase in the cost of living over the nineteen year period since inflation became a major factor in the nation's post-war economy; (5) a three year contract term is in the best interests of the employees, the City, and its citizens and, (6) the City is financially able to afford the Union's proposal. FMBA points out that in 1988 firefighters in seventeen out of twenty-two Essex and Union county municipalities considered were paid more than the Elizabeth firefighters and that during 1989, 1990, and 1991, the Elizabeth firefighters remained near the bottom of the countywide comparability charts in terms of base salary and total compensation. Its exhibits reveal that all of the awards or settlements in 1991, eleven in the two counties and three among the Big Six, and in 1992, five in the Counties and two among the Big Six, provided wage increases of six percent or higher, and that this pattern has continued into 1993 for the three contracts that had been completed for that year by October 8, 1991,

the date by which these statistics had been compiled. FMBA further notes that the City's Board of Education entered into a three year contract with its teachers and support staff which called for eight percent (8%) wage increases in each of those years. FMBA urges acceptance of its proposal for a three year term on the grounds of stability and continuity of its relations with the City. It points out that almost two of those three years have passed and that a two year contract would put the parties right back at the bargaining table. Finally, FMBA argues that the City is financially able to meet the Union proposals. It points out that the City had advanced the same "economic hardship" arguments in the prior interest arbitration with FMBA while offering six percent (6%) wage increases and it contends that the savings the City has realized during the term of that contract and in 1991, with retirements and a hiring freeze, places it in better position now to pay the same level of increase. Moreover, FMBA points out that Elizabeth has been rated as a "high performance government," among the top ten percent in the nation for "effective use of financial resources." This study of 15,260 cities and counties nationwide, conducted in 1991 by a private financial rating service, looked at five general areas: diversified revenues; high employee productivity; controlled expenses by individual departments; careful use of state and federal aid; and use of a controlling debt. Finally, FMBA notes that the City is experiencing economic development that reflects a favorable trend of new job creation and increased tax rates.

The City argues that the serious economic circumstances existing today, with unemployment rates approaching eight percent and massive employee layoffs at many major corporations, would justify making no offer for an increase in salaries to employees fortunate enough to be working and receiving generous wage and fringe benefits. It asserts that economic conditions have continued to decline since the last round of negotiations in which it granted six percent (6%) wage increases and it avers that its current offer of five and one-half percent (5.5%) in each of two years is both generous and appropriate. The City argues that the record is devoid of any support for a "long term contract" extending over three years and that the trend is clearly for contracts of shorter duration, particularly in view of the economic uncertainty at hand. It contends that the difficulties of predicting future conditions with any degree of certainty mandates a rejection of the FMBA proposal, if for no other reason than its third year projection.

The City states that it is well established that the Employer's ability to pay is a "most significant and critical" criterion in interest arbitration and that it is no longer seriously argued that the demonstration of a "genuine ability to pay difficulty" warrants a ruling in the Employer's favor. In this connection, the City points to the recently amended "CAP" law in which the inclusion of previously excluded expenditures and revenues has added serious constraints to the City's ability to fund any wage increases. It states that, notwithstanding its

difficult financial position with regard to the CAP law amendments, the depressed level of real estate values and tax collections, and the increase in tax appeals, the wage levels of its employees compare favorably with other large city departments. It points out that it has one of the highest tax rates in Union County coupled with the lowest *per capita* income in the County, and that it has had to increase taxes while at the same time experiencing one of the lowest percentages of tax levy collection in the County. It further points out that the cost of the health insurance coverage the City provides its employees has increased dramatically and that to simply continue it in place, which the City is willing to do without cost to the employee, will represent an immediate increased annual cost to the city of \$1200.00 per employee with the expectation of continuing future increases. It notes that the cost of living has increased at a relatively conservative rate and offers evidence that private sector settlements have been running at or below the level of the Consumer Price index and substantially below the City's offer to its firefighters.

The City contends that its firefighters compare favorably in relevant comparisons with other urban communities. It points out that among the other five largest cities in the State, Jersey City, which has the highest maximum salary, has the lowest starting salary while Elizabeth, with the fourth highest maximum, has the highest starting salary. It further points out that it maintains a larger, more complex department than most of the wealthier suburban communities in the County, some of which do not even have paid

firefighters and all of which are able to afford higher salary rates. Finally, the City cites a number of recent "awards" which it contends reflect a pattern of increases more in line with its offer than with the demand of the FMBA.

DISCUSSION

These are difficult economic times and governmental institutions at all levels are sorely pressed to meet the rising costs of providing services to their citizens. The current groundswell of resentment and resistance on the part of the taxpayers makes difficult any further tapping of this source for increased funds and, at the county and municipal levels in New Jersey, the problem is compounded by the spending limitations imposed by the "CAP" law. Those of us who, under the "compulsory arbitration" provisions of the New Jersey Employer-Employee Relations Act, are placed in the position of mandating the expenditure of funds by these political units of government must be mindful of these factors as we examine the evidence and consider the arguments of the parties in the pursuit of a determination of how large a share of this financial burden is reasonably and appropriately placed on the employees of the municipality.

As noted earlier, the instant dispute centers on wages and term of contract. (An issue relating to the FMBA's submission and withdrawal of "non-economic" demands, which the City challenged as being "economic," I have held not to be a part of the FMBA final offer.) Counsel to the parties have offered cogent and vigorous argument and provided voluminous and detailed statistical data in

support of their respective positions. Unlike the last time around when, in establishing the "pattern-setting" contract between the City and its uniformed employees I held the City's position to more closely meet the statutory criteria, in the current instance, I find the Union proposal in that position.

The difference between the parties is one-half percent (.5%) in each of two (2) years, and a third year at six percent (6%). I am persuaded that a three (3) year contract, in this instance, is the more desirable term and, if it can withstand attack on economic grounds, should be awarded. The City notes that it has not made a three (3) year offer and argues that the FMBA proposal for such a term violates public policy and flies in the face of present trends of contract duration. I know of no such policy and, indeed, feel strongly that the public interest is better served with longer terms of labor peace and stability. Moreover, I find, contrary to the City's assertion, that the trend for longer contracts is on the upturn. In the private sector, where there is increasing concern about job security, five (5) and ten (10) year terms are being negotiated, and in the public sector, according to an exhibit introduced by the City, sixty-eight percent (68%) of the contracts entered into during the first half of 1990 were for three (3) year terms, including one recently entered into by the City of Elizabeth Board of Education with its teaching and support staffs in which it agreed to wage adjustments averaging eight percent (8%) for the 1990-91, 1991-92, and 1992-93 school years.

I also reject the City's further argument that, in the absence of statistical material in the record, an award for 1993 cannot be supported. In the normal course (a closed current contract expiring at the end of 1992, as would be the case were I to award a two (2) year contract as the City urges) the parties here would be commencing their negotiations almost immediately for 1993 and those discussions would be based on the same currently available statistical material. The statute contemplates prospective negotiations and a three (3) year contract would enable them to be in that position for its renewal in 1994.

Among the data offered by both sides are comparisons of settlements being made and of a range of statistics, population size, revenues, ratables, debt and debt service, tax rates and collections, etc., intended to reflect the Employer's ability to pay the increases in issue. Elizabeth is the major urban center in Union County, with a population more than twice as large as Union, the next largest municipality and 100 times greater than Winfield, the smallest of the twenty-one County units referred to in the City's statistics. Any comparisons considered here would have to be adjusted, not only for size, but for the nature of the communities and the types of services expected and provided. A more realistic basis of comparison, to the extent that comparisons are valid and ought to be considered, lies among the six (6) large urban centers in the state, the so-called Big Six cities which include, along with Elizabeth, Jersey City, Newark, Trenton, Camden, and Paterson. Among these, Elizabeth ranks fourth in

population, total revenues and expenditures; fifth in total issued and outstanding debt; third in net taxable valuation and state equalized value; second in tax levy per capita; and first in per capita income. In both of these groups, Big Six and County-wide, the Elizabeth firefighters stand at the bottom, or close to the bottom in both base salaries and total compensation. The six percent (6%) increases being contemplated will not change those relative standings. Moreover, the pattern of firefighter increases, negotiated or arbitrated in both the County and Big Six groups for 1991, '92, and '93, is at six percent (6%) or higher. Where contract increases at lower than the six percent (6%) level do occur, they manifest in more rural portions of the State and reflect local patterns that are not relevant to the instant dispute. Also, the private sector settlements noted by the City as reflecting wage adjustments at lower than six percent (6%) usually include significant other gains in other areas such as working conditions, pension and health insurance benefits, longevity, etc. In the instant matter we are considering only wages and it is important to note again that the difference between the parties in each of the first two years of this contract is one-half percent (.5%); about \$ 95,000 or one-tenth percent (.1%) of the City's total expenditures for each year. My analysis of the statistics persuades me that the City can meet the costs of this holding.

Based on a consideration of the statutory criteria and the facts and arguments presented by the parties, I find the final


offer made by the Union to more closely meet the criteria and I adopt it.

Accordingly, on the basis of the foregoing, I make the following

AWARD


The new agreement between the parties shall be for the term January 1, 1991 to December 31, 1993, and shall include salary increases of six per cent (6%) to be effective in each of the three (3) years on January 1, 1991, January 1, 1992, and January 1, 1993.

Dated: April 7, 1992


Herbert L. Haber, Arbitrator

STATE OF New Jersey)
COUNTY OF Bergen) ss:

On this 7th day of April, 1992, before me personally came and appeared Herbert L. Haber, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.


NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 1, 1994