

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

-----X  
In the Matter of the Interest Arbitration

between

CITY OF ATLANTIC CITY

"City"

-and-

THE POLICEMEN'S BENEVOLENT  
ASSOCIATION LOCAL NO. 24

"Association"  
-----X

X Re: Docket No.  
IA-97-112

X

X

X

X

X

X

**APPEARANCES**

**For the City**

MURRAY, MURRAY & CORRIGAN  
Robert E. Murray, Esq., of Counsel

**For the Association**

SCHAFFER, PLOTKIN & WALDMAN  
Stanley B. Waldman, Labor Consultant

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

## BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on December 31, 1995. During 1996 and continuing into 1997, they entered into negotiations for a successor agreement. Those negotiations proved unsuccessful, whereupon the Association demanded 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.

A formal hearing in this matter was held before me October 8, 1998. At that hearing, the parties were afforded full opportunity to introduce evidence and argument in support of their respective positions. They did so. After the hearing, the parties also submitted financial evidence in support of their 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.

## POSITIONS OF THE PARTIES

The Association points out that it represents all of the City's uniformed Police Officers, including Sergeants, as well as its Detectives and other police personnel, excluding the Chief, the Deputy Chief, Inspectors and Captains.

The Association relies upon certain demographic facts about Atlantic City. The Association maintains that Atlantic City has the largest resident population in Atlantic County. It relies upon the following data in support of that assertion:

### ATLANTIC COUNTY

#### POPULATION

#### MUNICIPALITY

#### 1997 Population

Absecon	7709
ATLANTIC CITY	38,361
Brigantine City	11,556
Buena Borough	4607
Buena Vista Twp.	8059
Corbin City	457
Egg Harbor City	4545
Egg Harbor Twp.	26,493
Estelle Manor City	1544
Folsom Borough	2225
Galloway Twp.	27,146
Hamilton Twp.	17,863
Hammonton Town	12,433
Linwood City	7083
Longport Borough	1264
Margate City	8554
Mullica Twp.	6154
Northfield City	7430
Pleasantville City	16,591
Port Republic City	1051
Somers Point City	11,217
Ventor City	10,954
Weymouth Twp.	2151

Source: The New  
Jersey Municipal Data

**Book - 1998 Edition**

(Association Exhibit No. 2B)

The Association also contends that Atlantic City has the highest ratables in Atlantic County. It relies upon the following data in support of that assertion:

**ATLANTIC COUNTY**

**NET VALUATION TAXABLE**

<b><u>MUNICIPALITY</u></b>	<b><u>1997 Valuation</u></b>
Absecon City	398,966,309
ATLANTIC CITY	6,378,392,833
Brigantine City	983,252,230
Buena Borough	141,423,446
Buena Vista Twp.	236,426,374
Corbin City	16,565,534
Egg Harbor City	125,141,628
Egg Harbor Twp.	1,409,461,625
Estelle Manor City	82,901,366
Folsom Borough	72,911,307
Galloway Twp.	1,172,330,940
Hamilton Twp.	867,898,837
Hammonton Town	638,126,481
Linwood City	505,418,936
Longport Borough	515,398,837
Margate City	1,244,259,233
Mullica Twp.	257,964,397
Northfield City	452,892,965
Pleasantville City	497,638,709
Port Republic City	59,925,986
Somers Point City	464,120,553
Ventnor City	899,792,619
Weymouth Twp.	78,910,552

Source: The New  
Jersey Municipal Data  
Book - 1998 Edition  
Preliminary Official Statement 8-10-98

(Association Exhibit No. 2B)

The Association further maintains that Atlantic City has the highest crime rate in Atlantic County. It relies upon the

following data in support of that assertion:

**ATLANTIC CITY**  
**1997 COUNTY CRIME STATISTICS**

<u>MUNICIPALITY</u>	<u>Character</u>	<u>Crime Rate per 1000</u>	<u>Violent Crime per 1000</u>
Absecon City	Suburban	45.4	4.7
ATLANTIC CITY	Urban Center	277.6	22.1
Brigantine City	Suburban	43.8	4.2
Buena Borough	Rural Center	31.5	2.6
Buena Vista Twp.	Rural	22.1	2
Corbin City	Rural	19.7	4.4
Egg Harbor City	Rural Center	49.9	7
Egg Harbor Twp.	Rural	55.1	4.7
Estelle Manor City	Rural	15.5	1.9
Folsom Borough	Rural	27	2.2
Galloway Twp.	Rural	27.1	1.8
Hamilton Twp.	Rural Center	68.9	6.5
Hammonton Town	Rural Center	23.6	2.7
Linwood City	Suburban	18.1	0.4
Longport Borough	Suburban	10.3	0
Margate City	Urban Suburb	31.3	1.3
Mullica Twp.	Rural	24.7	2.1
Northfield City	Suburban	37.3	2.3
Pleasantville City	Suburban	80.2	17
Port Republic City	Rural	21.9	1
Somers Point City	Suburban	33.6	4.1
Ventnor City	Urban Suburb	41.5	2
Weymouth Twp.	Rural	13.5	1.4

Source: Crime In  
New Jersey - 1997  
NJSPUCR

(Association Exhibit No. 2B)

For all of these reasons, the Association argues that Atlantic City "is truly sui generis" in Atlantic County and in the state as well. (Association Brief at pg. 16)

The Association also relies upon demographic comparisons

the "Urban 15", which are cities and municipalities in New Jersey with populations of fifty thousand (50,000) or more. It acknowledges that the City's resident population in 1997 was only 38,361. However, the Association points out that visitors bolstered the City's average daily population to one hundred thousand (100,000). (Association Exhibit No. 2B)

The Association contends that Atlantic City's net taxable valuation is the highest among the Urban 15. It relies upon the following data in support of that assertion:

**URBAN 15 PLUS ATLANTIC CITY  
NET VALUATION TAXABLE**

<u>MUNICIPALITY</u>	<u>1997 VALUATION</u>
<u>ATLANTIC CITY</u>	6,378,392,833
Camden	870,511,536
Newark City	861,940,100
Jersey City	5,243,982,190
Trenton City	1,911,061,023
Paterson City	602,357,446
Elizabeth City	893,596,112
Vineland City	1,607,728,351
East Orange City	329,375,300
Irvington Town	278,582,800
Bayonne City	2,386,772,577
Union City	1,379,340,078

Woodbridge Twp.	3,133,789,066
Dover Twp.	5,448,671,847
Clifton Twp.	5,068,122,507
Passaic City	1,313,822,500

Source: The New  
New Jersey Municipal Data  
Book - 1998 Edition

(Association Exhibit No. 2B)

The Association also maintains that Atlantic City has the highest crime rate and violent crime rate among the Urban 15. It relies upon the following data in support of those assertions:

**URBAN 15 PLUS ATLANTIC CITY  
CRIME RATE STATISTICS - 1997**

<b>MUNICIPALITY</b>	<b><u>Crime Rate Per 1000</u></b>	<b><u>Violent Crime Per 1000</u></b>
ATLANTIC CITY	277.6	22.1
Camden	107.7	28.8
Newark City	110.7	27.4
Jersey City	69	16.5
Trenton City	73.2	14.5
Paterson City	48.1	9.7
Elizabeth City	89.2	10.8
Vineland City	57.8	7.4
East Orange City	81.6	16.2
Irvington Town	106.6	26.8
Bayonne City	27.3	3.1

Union City	48.2	6.2
Woodbridge Twp.	41.4	4
Dover Twp.	41.9	2.6
Clifton City	37.3	2.4
Passaic City	70.7	13.4

Source: Crime in  
New Jersey - 1997  
NJSPURC

<b>MUNICIPALITY</b>	<b><u>Non- Violent Crime Per 1000</u></b>	<b><u>Police per 1000 population</u></b>
<b><u>ATLANTIC CITY</u></b>	255.6	414
Camden	79.3	365
Newark City	83.3	1,418
Jersey City	52.5	858
Trenton City	58.7	369
Paterson City	38.4	382
Elizabeth City	78.5	354
Vineland City	50.4	129
East Orange City	65.4	290
Irvington Town	79.8	179
Bayonne City	24.2	196
Union City	42	178
Woodbridge Twp.	37.3	200
Dover Twp.	39.3	134
Clifton City	34.9	138
Passaic City	57.3	144



Source: Crime in New Jersey  
1997- NJSPUCR

(Association Exhibit No. 2B)

The Association further contends that of those jurisdictions in the Urban 15 with at least a ninety percent (90%) county equalization ratio, Atlantic City had the third lowest general tax rate. It relies upon the following data in support of that assertion:

**URBAN 15 PLUS ATLANTIC CITY**

**GENERAL TAX RATE**

<u>MUNICIPALITY</u>	<u>1997 Valuation</u>
*ATLANTIC CITY	2.949
Camden	4.620
Newark City	23.85
*Jersey City	4.185
Trenton City	3.550
Paterson City	20.87
Elizabeth City	10.49
*Vineland City	2.790
East Orange City	19.44
Irvington Town	23.64
*Bayonne City	3.988
*Union City	3.723
Woodbridge Twp.	4.670
*Dover Twp.	2.226

\*Clifton City 2.480

\*Passaic City 3.840

Source: The New Jersey  
Municipal Data Book  
1998 Edition

\*County Equalization Ratio of  
At Least 90%

(Association Exhibit No. 2B)

The Association has proposed a seven (7) year Agreement with a term of January 1, 1996 through December 31, 2002. It notes that the City has proposed an Agreement with an identical term. The Association maintains that, in effect, this amounts to two (2) separate agreements melded into one (1) seven (7) year contract: one agreement covering the years 1996 through 1999 and another agreement for the years 2000 through 2002. "In order to render a fair decision, [the Association] implore[s] [me] to view each segment separately in regard to the [statutory] criteria ... before rendering the whole cloth." (Association Brief at pg. 4)

The Association has proposed that each step on the parties' salary guide be increased by three percent (3%) on January 1, 1996, by three and one-half percent (3-1/2%) on January 1, 1997, by four percent (4%) on January 1, 1998, by five percent (5%) on January 1, 1999, by five and one-half percent (5-1/2%) on January 1, 2000, by six percent (6%) on January 1, 2001, and by six percent (6%) on January 1, 2002. It also has proposed that the pay differential between top step Police Officers and Sergeants be set at fifteen percent (15%).

The Association maintains that its salary proposals are the most reasonable. It contends that this conclusion is compelled by

a consideration of all of the relevant statutory criteria specified in N.J.S.A. 34:13A-16(g).

With regard to the first statutory criterion, which concerns the interests and welfare of the public, the Association acknowledges that the City must fund and support public services other than police services and that no single labor contract should be at the expense of those other services. However, the Association insists that its wage proposals, if awarded, "would not allocate a disproportionate amount of funds to the Police Department and would have no affect on the interest and Welfare of the Public." (Association Brief at pg. 41)

The Association maintains that the evidence concerning the criterion regarding a comparison of the wages of other employees performing the same or similar services in public employment in comparable jurisdictions supports awarding its wage proposals.

With regard to comparisons with police officers in Atlantic County, the Association asserts that the average wage increase for police officers in Atlantic County was 3.79% in 1996, 3.62% in 1997, 3.59% in 1998 and 3.87% in 1999. It relies upon the following data in support of those assertions:

**ATLANTIC COUNTY**

**1996-99 AVERAGE PERCENT WAGE INCREASE**

<b><u>Municipality</u></b>	<b><u>1996</u></b>	<b><u>1997</u></b>	<b><u>1998</u></b>	<b><u>1999</u></b>
Absecon City	4%	4%	3.5%	4.25%
ATLANTIC CITY	?	-	?	-
Brigantine City	3.75%	4.5%	3.75%	N/A
County Corrections	3%	3%	3%	4.1%
County Prosecutor's	3%	3%	3%	N/A
County Sheriff's	3%	3%	3%	N/A
Egg Harbor City	3%	4.5%	4%	N/A
Egg Harbor Twp.	3%	4%	4%	N/A
Galloway Twp.	5%	2.25%	3%	3.5%
Hamilton Twp.	4.9%	3.1%	3.8%	3.5%
Linwood City	4%	4%	3.75%	4%
Longport Borough	N/A	N/A	3.75%	4.75%
Margate City	4%	3.5%	3.5%	N/A
Mullica Twp.	N/A	4%	5%	N/A
Northfield City	3.5%	3.5%	4%	4%
Pleasantville City	4%	4.5%	N/A	N/A
Somers Point City	4.7%	3%	3.5%	3.5%
Ventnor City	4%	4%	3%	3.3%
<b>AVERAGE</b>	<b>3.79%</b>	<b>3.62%</b>	<b>3.59%</b>	<b>3.87%</b>

**Source: NJSPBA & Negotiated Agreements**

(Association Exhibit No. 2C)

The Association further asserts that in 1995, the maximum salary paid to Police Officers in Atlantic City was \$49,167, which

ranked second in Atlantic County. (Association Exhibit No. 2C) It contends that if the Association's wage proposals were awarded, Atlantic City Police Officers would maintain their number two (2) ranking. (Association Exhibit No. 2C)

With regard to comparisons to the Urban 15, the Association asserts that the average wage increase for police officers working in those jurisdictions was 4.75% in 1996, 3.99% in 1997, 4.41% in 1998 and 4.47% in 1999. It relies upon the following data in support of those assertions:

**"URBAN 15" MUNICIPALITIES**

**1996-99 AVERAGE PERCENT WAGE INCREASE**

<u>Municipality</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
Bayonne City	4%	4%	N/A	N/A
Camden City	6.09%	N/A	N/A	N/A
Clifton City	3.75%	4%	N/A	N/A
Dover Twp.	8%	.1%	4.46%	4.7%
East Orange City	3%	N/A	N/A	N/A
Elizabeth City	6%	N/A	N/A	N/A
Irvington City	N/A	5%	5%	N/A
Jersey City	4.25%	4%	4%	N/A
Newark City	5.5%	5.5%	N/A	N/A
Passaic City	N/A	N/A	N/A	N/A
Paterson City	N/A	N/A	N/A	N/A
Trenton City	5%	2.5%	N/A	N/A
Union City	3.9%	3.9%	5%	N/A
Vineland City	3.5%	6.9%	4%	4.25%

Woodbridge Twp.	4%	4%	4%	N/A
AVERAGE	4.75%	3.99%	4.41%	4.47%
ATLANTIC CITY (City Proposal)	0%	0%	2%	1.9%
ATLANTIC CITY (PBA Proposal)	3%	3.5%	4%	5%

Source : NJSPBA & Negotiated Agreements

(Association Exhibit No. 2C)

The Association further asserts that in 1995, the average maximum salary paid to police officers working in the Urban 15 was \$48,684, which was \$483 less than the \$49,167 maximum salary paid to Police Officers in Atlantic City. (Association Exhibit No. 2C) It contends that if the Association's wage proposals were awarded, Atlantic City Police Officers would be paid a maximum salary \$1,415 less than the average maximum salary paid to police officers working in the Urban 15. (Association Exhibit No. 2C)<sup>1</sup>

With regard to comparisons to public and private employment in general, the Association maintains that in 1996 and 1997, the overwhelming majority of private and public sectors employees received wage increases averaging three and one half percent (3-1/2%). (Association Exhibit No. 2C)

The Association rejects any suggestion by the City that there was a pattern of settlement with City employees which is relevant

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<sup>1</sup> The Association acknowledges that this aspect of its argument is based upon "extrapolat[ion] from the limited data available for years 1998 and 1999...." (Association Brief at p. 28)

to this proceeding. It maintains that "[o]ver a five year period from 1995-1999, there was no pattern of wage settlement in any four year sequence for employees hired by the City of Atlantic City." (Association Brief at pg. 26) The Association acknowledges that many City unions received a zero percent (0%) wage increase in 1996 and 1997. However, it contends that other City employees received dollars added to their base in 1997. Thus, the Association insists that the alleged pattern of settlement in Atlantic City is inconsistent. In addition, it argues "that the vast majority of public and private employees in the county and state, including all municipal police departments in Atlantic County and the Urban 15 counties received raises in 1996 and 1997...." (Association Brief, at pg. 48) (emphasis in the original)

Even if such a pattern existed, the Association argues that it should not influence the outcome of this dispute.

The Association dismisses the City's position as being as simplistic as that offered by Atlantic City's Mayor James Whalen when, quoted in the Atlantic City Press on September 22, 1996 stated, "Even more so, now that we have two unions who have agreed to this." ( to 2 years of zero increases) In fairness to those who have agreed, we have to go to the table and make them (the other unions) understand the same situation." The Association states that young children try to use this type of reasoning on adults in an attempt to convince them that some behavior or activity, or in this arbitration a "pattern of settlement" is acceptable because everyone else is doing it. Stated somewhat differently, ...

believe in the post hoc. ergo propter hoc school of reasoning. Parents know better than to accept such a ploy and we are convinced that the Arbitrator will reject such argument.

(Association Brief at pg. 47) It also quotes arbitral authority in support of its position.

For all of these reasons, the Association argues that when all of the relevant comparisons are made, its wage proposals are clearly the more reasonable and ought to be awarded.

As to the criterion regarding overall compensation, the Association acknowledges that the overall compensation of the City's Police Officers is comparable to the overall compensation received by police officers working in the jurisdictions comprising the Urban 15. However, it argues that if the Association's wage proposals were not awarded and the City's proposed benefit reductions were awarded, then the overall compensation of the City's Police Officers would no longer compare favorably to the overall compensation of their counterparts in comparable jurisdictions. For all of these reasons, the Association insists that this criterion also supports the awarding of its wage proposals.

As to the criterion regarding the lawful authority of the City, the Association maintains that this requires an evaluation of the City's authority to pay for the Association's proposals pursuant to the requirements of New Jersey's Cap Law. It argues, however, that the record evidence concerning the Cap Law does not prohibit my awarding the Association's wage proposals.



As to the criterion regarding the financial impact on the governing unit, its residents and taxpayers, the Association maintains that the impact of its wage proposals, if awarded, would be minimal.

The Association contends that in 1995, the City's three hundred and twenty (320) rank and file Police Officers were paid salaries totaling \$15,103,370 and that the City's fifty nine (59) Sergeants were paid salaries totaling \$3,304,767. Based upon the number of police personnel who are at the highest step on the parties' salary tables, it argues that if the Association's wage proposals were awarded, it "would cost the City \$627,634 (3.4%) in 1996, \$777,083 (4.08%) inclusive in 1997, \$928,509 (4.68%), inclusive ... in 1998 and \$1,179,838 ((5.68%) in 1999 ... \$1,205,866 in 2000; ... \$1,387,612 in 2001 and \$1,470,869 [in 2002]." (Association Brief at pg. 36) The Association insists that the record demonstrates that the City can afford to pay these amounts without burdening its residents or taxpayers.

In support of its position, the Association relies upon the following conclusions of its expert, Vincent Foti, a Certified Public Account, who analyzed the City's budgets from 1995 through 1997:

1. In 1997 the city regenerated **\$9.9M** in surplus.
2. Budgeted Revenues increased from **minus \$3.6M** in 1995 to a **plus \$4.7M** in 1997. The city has the ability to generate revenues.
3. "The Fund Balance (surplus) under N.J. accounting has increased from **\$2.5M** in 1995 to **10.4M** in 1997 an increase of **316%**. This

further exemplifies the city's financial health."

4. The city's Local Purpose Tax Rate has only increased an average of 2.7% from 1994 to 1998.

5. The city's actual tax collection rate for 1997 was 97.68%, which is considered to be excellent. Mr. Foti concludes, "Clearly the city has the ability to pay salary increase to the P.B.A., its fiscal results has demonstrated the ability to generate surplus, increase revenues and maintain stability in the tax rate.

When you consider the overall financial conditions, Atlantic City has a strong economic base, that more than justifies their ability to pay."

(Association Brief at pgs. 44-45 quoting Association Exhibit No. 2I)

In summary, the Association argues that when all of the relevant data are considered, it is clear that the City can afford to pay for the Association's wage proposals without having a negative impact on the City, its residents or its taxpayers. Thus, it insists that this criterion also supports awarding the Association's wage proposals.

As to the criterion concerning the cost of living, the Association maintains that it is not a key factor in this dispute. While the Association acknowledges that the cost of living is currently increasing at a relatively low rate, it also points out that in the early and mid 1980s, the rates of increase in the Consumer Price Index was in the double digit range. However, it argues that police officers never received double digit wage

increases. Instead, during that period of time, employers protested and downplayed the importance of the cost of living criterion. Thus, in the Association's view, the importance of this criterion should again be downplayed. It asserts that the City certainly downplayed the importance of the cost of living criterion by proposing zero percent (0%) wage increases. The Association further asserts that the City has given its other employees wage increases which exceed recent increases in the cost of living. For these reasons, the Association argues that its wage proposal is consistent with the statutory requirement to consider the cost of living.

As to the criterion regarding the continuity and stability of employment, the Association maintains that awarding its wage proposals will "hold current, experienced employees on the job and ... entice new ones." (Association Brief at pg. 40) Thus, it insists that the Association's wage proposals, if awarded, will encourage continuity and stability of employment within Atlantic City's Police Department. Therefore, the Association argues that this criterion also supports awarding its wage proposal.

For all of these reasons, the Association argues that an analysis of all of the relevant statutory criteria establishes the reasonableness of its wage proposals and that they ought to be awarded.

The Association has proposed that the phrase "excluding sergeants assigned to radio patrol" be removed from the Agreement's Out of Title Pay provision. (Joint Exhibit No. 1 at pg. 10) It

maintains that currently, "out of title" Sergeants assigned to radio patrol do not receive higher rates of pay. The Association argues that "[t]he location of a sergeant, be it on foot or in a patrol car has no bearing on whether he/she should receive 'out of title' pay [and that] [t]he additional responsibilities are still the same." (Association Brief at pg. 18)

The Association further asserts that currently, Officers and Sergeants must work eight (8) days out of title before receiving a higher rate of pay. It has proposed that Officers and Sergeants receive a higher rate of pay for all time spent doing out of title work. It argues that an Officer or a Sergeant who moves into a higher rank, immediately assumes the responsibilities of that higher rank. The Association insists that "[t]here is no eight day delay of responsibility; neither should there be an eight day delay in remuneration." (Association Brief at pg. 19)

For all of these reasons, the Association argues that its out of title pay proposals are reasonable and ought to be awarded.

With regard to health insurance, the Association has proposed that the Agreement's current reference to a Blue Cross and Blue Shield plan be changed to the P.A.C.E. plan currently in effect. It argues that this aspect of the Association's health insurance proposal is only intended to memorialize the health insurance benefits its members currently enjoy.

The Association also has proposed that its members' current catastrophic health insurance coverage of two hundred and fifty thousand dollars (\$250,000) per event be increased to one million

dollars (\$1,000,000) per event. It insists that this aspect of the Association's health insurance proposals is realistic and reflects the current cost of catastrophic medical costs.

For all of these reasons, the Association argues that its health insurance proposals are reasonable and ought to be awarded.

The Association has proposed that the last paragraph of Article XXI of the Agreement, which concerns holidays, be modified to read as follows: "Illness or **non-work related** injury shall be computed at an eight (8) hour rate for holidays." (Association Brief at pg. 20) (Joint Exhibit No. 1 at pg. 18)

The Association also has proposed that the following paragraph be added to Article XXI: "Upon completion of ten (10) years of pension service credit, the employee shall have his/her annual holiday pay and shoe allowance divided equally so as to be included in his her biweekly pay checks." (Association Brief at pg. 20) Since the present pension rules require at least fifteen (15) years of service, the Association maintains that this aspect of its proposal is not an attempt to enhance final year salary for pension purposes. It further maintains that the Association is "confident" that if this aspect of its proposal is awarded, it "will pass muster with the Pension Board." (Association Brief at pg. 20)

For all of these reasons, the Association argues that its holiday proposals are reasonable and ought to be awarded.

With regard to overtime, the Association has proposed that Sections B and C of Article XXVI be deleted and replaced with the following provision: "All Court time, including but not limited to

Municipal, Juvenile and County Court, that does not occur during the employee's regularly scheduled shift, shall be considered overtime and shall be paid at the rate of time and one half with a minimum guarantee of two (2) hours per day per appearance." (Association Brief at pg. 21) (Joint Exhibit No. 1 at pg. 21) It maintains that the current system of overtime for court appearances is a "hodgepodge" which depends upon the specific court at issue. (Association Brief at pg. 21) The Association contends that its overtime proposal, if awarded, will replace this "hodgepodge" with a rational system. Therefore, it argues that the Association's overtime proposal is reasonable and ought to be awarded.

The Association has proposed that the number of personal days be increased from two (2) to four (4). It insists that the Association's personal day proposal is supported by evidence regarding comparability. (Association Exhibit 2D) Therefore, the Association argues that its personal day proposal is reasonable and out to be awarded.

The Association has proposed the following changes in Article XXXII, which concerns dental, prescription and optical benefits:

a. The PBA proposes the following changes:

Delete: "There.....prescriptions."

Add: Effective January 1, 1996, all prescription drugs shall be covered 100% with a three (\$3.00) dollar co-pay for all members and dependents to age nineteen (19) or to age twenty-three (23) if enrolled as a full-time student at an accredited school.

b. Delete: "One.....months."

Add: The Vision Plan shall provide: (1) glasses and contact lenses every twelve (12) months with usual, customary and reasonable fees coverage; (2) eye examination coverage every twelve (12) months with usual, customary and reasonable fees covered; (3) oversized lenses; (4) tinted lenses; (5) one hundred (100%) percent examination with participating optometrist; (6) coverage for members and dependents, children to nineteen (19) or to age twenty-three (23) if enrolled as a full-time student at an accredited school.

c. Delete: "Orthodontic .....75%"

Add: The Dental Plan shall provide: (1) dental coverage two thousand (\$2,000) dollars per year per patient; (2) orthodontic coverage two thousand (\$2,000) per year per patient; (3) coverage for members and dependents, children to nineteen (19) or to age twenty-three (23) if enrolled as a full-time student at an accredited school.

Explanation: Dependents are lawful spouse and unmarried children to age nineteen (19) or to age twenty-three (23) if enrolled in an accredited, school, college or university. Children include step-children, adopted children and foster children, provided such children are dependent upon the employee for support and maintenance.

(Association Brief at pgs. 22-23) (Joint Exhibit No. 1 at pgs. 27-28)

The Association insists that its dental, prescription and optical benefit proposals are supported by evidence regarding comparability. (Association Exhibit 2D) Therefore, it argues that the Association's dental, prescription and optical benefit

proposals are reasonable and out to be awarded.

The Association has proposed that the present shift differential for the 4:00 p.m. to 12:00 a.m. shift be increased from three hundred dollars (\$300) to four hundred dollars (\$400). It also has proposed that the present shift differential for the 12:00 a.m. to 8:00 a.m. shift be increased from four hundred dollars (\$400) to five hundred dollars (\$500). The Association asserts that the current shift differentials have not been increased for seven (7) years. Thus, it argues that the Association's shift differential proposals are reasonable and ought to be awarded.

The Association has proposed improving the bereavement leave of its members by changing the reference to calendar days in Article XIII, Section B, of the Agreement to work days and by adding an additional two (2) days for travel of more than two hundred and fifty (250) round trip miles for viewing and funerals. It argues that the Association's bereavement proposals are clearly reasonable and ought to be awarded.

Except for the City's proposal to change the title of Article XIII from Detective & Bomb Technicians Differential to Plainclothes Detail, the Association opposes the City's proposals to alter the Agreement. It asserts that many of the City's proposals, such as its proposals to eliminate education and training incentives, are undermined by the record evidence concerning comparability. The Association further asserts that many of the City's proposals, such as its vacation proposal, would adversely affect morale with



Atlantic City's Police Department by creating two tier benefit entitlements. For all of these reasons, the Association argues that the City's proposals are unreasonable and should not be awarded.

In all, the Association submits that its final offer comports more closely than the City's 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.

The City, on the other hand, maintains that its final offer is the more reasonable one. It has proposed either a four (4) year Agreement with a term of January 1, 1996 through December 31, 1999, or a seven (7) year Agreement with a term of January 1, 1996 through December 31, 2002.

Currently, City Police Officers hired before January 1, 1993, earn a base salary of \$49,167. (Joint Exhibit No. 1 at pg. 29) City Police Officers hired after January 1, 1993 are paid according to the following schedule.

\$30,400.00	(Step One)
\$31,600.00	(Step Two)
\$32,800.00	(Step Three)
\$36,300.00	(Step Four)
\$39,800.00	(Step Five)
\$43,300.00	(Step Six)
\$49,167.00	(Step Seven)

(Joint Exhibit No. 1 at pg. 30)

The City has proposed that its Police Officers be paid according to the following salary schedules:

1/1/96

\$30,400.00 (Step One)  
\$31,600.00 (Step Two)  
\$32,800.00 (Step Three)  
\$36,300.00 (Step Four)  
\$39,800.00 (Step Five)  
\$43,300.00 (Step Six)  
\$49,167.00 (Step Seven)

1/1/98

\$30,400.00 (Step One)  
\$31,600.00 (Step Two)  
\$32,800.00 (Step Three)  
\$36,800.00 (Step Four)  
\$39,800.00 (Step Five)  
\$44,300.00 (Step Six)  
\$50,167.00 (Step Seven)

1/1/99

\$30,400.00 (Step One)  
\$31,600.00 (Step Two)  
\$32,800.00 (Step Three)  
\$37,300.00 (Step Four)  
\$40,800.00 (Step Five)  
\$45,300.00 (Step Six)  
\$51,167.00 (Step Seven)

(City Brief at pg. 5)

This represents a zero percent (0%) increase in 1996 and 1997, a five hundred dollar (\$500) increase at step four and a one thousand dollar (\$1,000) increase at step seven in 1998, and a five hundred dollar (\$500) increase at step four and a one thousand dollar (\$1,000) increase at steps five, six and seven in 1999. "In the event of a seven-year contract, the City defers to the arbitrator's judgement for appropriate wage increases." (City Brief at pg. 5)

The City maintains that its salary proposals are the most reasonable. It contends that this conclusion is compelled by a consideration of all of the relevant statutory criteria specified in N.J.S.A. 34:13A-16(g).

With regard to the first statutory criterion, which concerns the interests and welfare of the public, the City acknowledges that the public is benefitted by a cohesive and dedicated police department whose Officers are well paid and dedicated to their careers. However, it also contends that the interests and welfare of the public are affected by its tax burden and the programs and services the City can afford to provide. The City insists that the Association's wage proposals, if awarded, will "jeopardize the [City's] tax rate, delay needed renovations and compromise the fiscal philosophy which has served the [City's] taxpayers so well." (City Brief at pg. 44)

The City also maintains that all of the its unions, except for the Association, have voluntarily settled for packages which included a two (2) year wage freeze. It contends that "the public interest and sound labor relations demand that the Arbitrator refrain from undermining the voluntary negotiations process in Atlantic City...." (City Brief at pg. 10) The City insists that if this proceeding yields "any more benefits or any fewer givebacks than the voluntary settlements in Atlantic City, it will embarrass the other union leaders [who settled with the City], doom future negotiations and guarantee a morass of litigation in Atlantic City for all unions." (City Brief at pg. 10) It quotes numerous

interest arbitration awards in support of the City's position that interest arbitrators in New Jersey must give great, if not dispositive weight to what other unions have agreed to with the same employer. (City Brief at pgs. 17-20)

For all of these reasons, the City insists that this statutory criterion supports awarding its wage proposals.

The City maintains that the evidence concerning the criterion regarding a comparison of the wages of other employees performing the same or similar services in public employment in comparable jurisdictions supports awarding its wage proposals. It contends that the record demonstrates that Atlantic City Police Officers are already the highest paid police personnel in Atlantic County. The City relies upon the following data in support of that assertion.

**MAXIMUM SALARIES, PATROLMEN, ATLANTIC COUNTY**

(1995)

<b>ATLANTIC CITY</b>	<b>\$49,167</b>
<b>Galloway</b>	<b>\$47,968 (1996)</b>
<b>Brigantine</b>	<b>\$45,046</b>
<b>Margate</b>	<b>\$44,440</b>
<b>Absecon</b>	<b>\$44,036 (1996)</b>
<b>Ventnor</b>	<b>\$43,429</b>
<b>Hamilton</b>	<b>\$41,987</b>
<b>Northfield</b>	<b>\$41,169</b>
<b>Somers Point</b>	<b>\$41,093</b>
<b>Hammonton</b>	<b>\$39,000</b>

**MAXIMUM SALARIES, SERGEANT, ATLANTIC COUNTY**  
**(1995)**

ATLANTIC CITY	\$56,013
Brigantine	\$49,550 (1996)
Margate	\$47,055
Ventnor	\$45,775
Northfield	\$44,505

**MAXIMUM SALARIES, CAPTAIN, ATLANTIC COUNTY**  
**(1995)**

ATLANTIC CITY	\$63,891
Brigantine	\$59,956 (1996)
Ventnor	\$51,142
Norhtfield	\$47,584

(City Exhibit Nos. 2U, 2V, and 2W)

The City also contends that its Police Officers are well paid when compared to their counterparts in the major area cities of Newark, Elizabeth, Camden, Trenton, Philadelphia and New York City. It relies upon the following data in support of that assertion.

**MAJOR AREA CITIES AND ATLANTIC CITY**  
**PATROLMEN - MAXIMUM SALARIES**

**1994**

<b>New York City</b>	<b>\$48,593</b>
<b>ATLANTIC CITY</b>	<b>\$47,292</b>
<b>Newark</b>	<b>\$45,144</b>
<b>Elizabeth</b>	<b>\$44,135</b>
<b>Camden</b>	<b>\$43,928</b>
<b>Trenton</b>	<b>\$42,711</b>
<b>Philadelphia</b>	<b>\$33,382</b>

(City Exhibit Nos. 2Y)

Thus, the City argues that comparisons to police officers in comparable jurisdictions does not support breaking the City's pattern of settlements with its other unions.

With regard to comparisons to private employment in general, the City maintains that in 1996 and 1997, the median first year wage increase in private sector collective bargaining agreements was three percent (3%). (City Brief at pg. 24 citing City Exhibit 2E) Thus, it insists that the record evidence concerning private sector wage increases also does not support breaking the City's pattern of settlements with its other unions.

For all of these reasons, the City argues that when all of the relevant comparisons are made, its wage proposals are clearly the more reasonable and ought to be awarded.

As to the criterion regarding overall compensation, the City maintains that its Police Officers are well compensated in wages and benefits when compared to other public sector employees. It contends that the City's Police Officers have more personal days, better bereavement leave, more holidays, and more generous minimum

call-in time than their counterparts in Atlantic County.

The City also maintains that the benefits provided to its Police Officers compare favorably to the benefits provided to their counterparts in comparable major area cities. For example, it asserts that the City's Police Officers have more personal days than police officers in comparable major area cities. The City relies upon the following data in support of that assertion:

**MAJOR AREA CITIES AND ATLANTIC CITY**  
**POLICE OFFICERS - PERSONAL DAYS**  
**1994**

ATLANTIC CITY	2 days per year
New York City	1 day per year
Newark	0 days per year
Elizabeth	0 days per year
Camden	0 days per year
Trenton	0 days per year

(City Exhibit No. 3B)

The City further asserts that its Police Officers have a generous clothing allowance when compared to the clothing allowance of police officers in comparable major area cities. It relies upon the following data in support of that assertion:

**MAJOR AREA CITIES AND ATLANTIC CITY**  
**POLICE OFFICERS- CLOTHING ALLOWANCE**  
**1994**

Trenton	Clothing Allowance	\$1,225
New York City	Uniform Allowance	\$1,000
Newark	Clothing & Equip. Main. Allowance	\$850
ATLANTIC CITY	Clothing & Shoe Allowance	\$850
Elizabeth	Clothing Allowance	\$500
Camden	Clothing Allowance and Maintenance	\$200
Philadelphia	Uniform Maintenance Allowance	\$350

(City Exhibit No. 3C)

The City also contends that its Police Officers have generous benefits when compared to their counterparts in the Urban 15 relied upon by the Association. (Association Exhibit No. 2) It argues that "nothing among the Urban 15 comparisons shows that Atlantic City's wages or benefits are deficient." (City Brief at pg. 31)

For these as well as other reasons, the City insists that "[t]he inescapable fact is that [the Association's] members are very well compensated police officers. To suggest that any 'catch-up' is needed is absurd. The City's offer should be awarded in accordance with the pattern." (City Brief at pg. 32)

The City contends that the its Police Officers will remain well compensated even if their salaries are frozen for two (2) years. The City asserts that many municipal and state employees in New Jersey had their wages frozen in 1995, 1996 and 1997. (City Exhibit Nos. 5A through 5F)

For all of these reasons, the City argues that this criterion also supports respecting the wage pattern in Atlantic City and awarding the City's wage proposals.

As to the criterion regarding the lawful authority of the employer, the City acknowledges that New Jersey's Cap Law does not prohibit the City from paying for the wage increases proposed by either party. However, it contends "that the fact that the City is well under its CAP demonstrates the efficiency of the City's administration" and provides no support for the Association's wage demands. (City Brief at pg. 48) Thus, the City argues that this criterion is not a relevant factor in these proceedings.



As to the criterion regarding the financial impact on the governing unit, its residents and taxpayers, the City maintains that this "criterion requires continuation of the pattern of settlement [within Atlantic City] and rejection of the [Association's] proposals." (City Brief at pg. 33) It acknowledges that the City has climbed back from its poor financial condition and is now a "success story." However, the City insists that its financial success is the result of conservative planning and strict budgeting strategies, and should not be a boon for the Association's members.

The City maintains that throughout the 1990s it took drastic steps to counteract its declining ratable base. It asserts that those measures included an eight (8) year wage freeze on the salaries of the City's directors and elected officials, as well as the two (2) year wage freeze accepted by the City's other unions. The City further asserts that it implemented numerous layoffs throughout the 1990s to streamline government and save money.

The City contends that these cost savings have resulted in better services for its taxpayers, including much needed improvements in the facilities used by its police department and its fire department. However, it maintains that City Hall still needs remodeling.

For all of these reasons, the City insists that the Association's wage proposals, if awarded, will diminish the City's ability to establish and maintain programs and services for its taxpayers and residents.

The City maintains that the report of the Association's expert, Vincent Foti, does not dictate a contrary conclusion. It asserts that Foti simply identified the City's financial strengths without addressing the City's financial history or its fiscal policies and goals. The City insists that "Foti's conclusions are illusory [because the facts that he represents as enduring economic strengths are products of a one-shot tax sale [in 1997]]." (City Brief at pg. 35) In addition, it contends that Foti's analysis masks the City's over reliance on casinos for its financial health. The City argues that "[w]ith the trend of widespread gambling (now in 30 states) Atlantic City must develop other attractions in order to survive." (City Brief at pg. 36) In support of these positions, the City relies upon the detailed analysis of its auditor, Edward Kennedy, CPA.

For all of these reasons, the City argues that the criterion concerning the financial impact on the governing unit, its residents and taxpayers, supports awarding the City's wage proposals.

As to the criterion concerning the cost of living, the City maintains that the cost of living increased by three and three tenths percent (3.3%) in 1996, by a "trifling" one and seven tenths percent (1.7%) in 1997, and by one and seven tenths percent (1.7%) for the year ending July 1998. Thus, it contends that increases in the cost of living are at historic lows. The City insists that interest arbitrators may not discount evidence concerning the cost of living simply because it is at historic and stable lows.

The City also claims that increases in the real cost of living are actually less than the those suggested by increases in the consumer price index. It asserts that the federal government has announced plans to change the formula used to measure the consumer price index because the current formula has a tendency to overstate inflation. (City Exhibit No. 3G) The City further asserts that since its Police Officers have full medical coverage, they "are totally insulated from one of the major components of cost of living increases: medical care." (City Brief at pg. 36) (City Exhibit No. 6U)

For all of these reasons, the City insists that this criterion also supports awarding its wage proposals.

As to the criterion regarding the continuity and stability of employment, the City maintains that its Police Officers "have unrivaled job security, and their wage and benefit levels are sufficient to attract and retain qualified applicants." (City Brief at pg. 46) It asserts that the Association was unable to name even one (1) Police Officer who left the Atlantic City Police Department for better wages and benefits at another police department. In addition, the City contends that even though it laid off more than two hundred (200) employees during the 1990s, the City did not lay off any of its Police Officers. Thus, the City insists that this criterion also weighs heavily in the City's favor.

The City has proposed eliminating Section A and Section B of Article XII of the Agreement, which deals with the shoe and clothing maintenance allowance for the City's Police Officers.

for Section C of that article, to provide that the replacement of uniforms shall be implemented provided the budget for the year in question has been passed and enacted...." (City Brief at pg. 6) It also has proposed eliminating Section D and Section F of Article XII and inserting the following language:

The parties further agree that personal effects (including civilian clothes) damaged in the line of duty shall be replaced by the City provided the claim is filed not later than thirty (30) days after the loss. Provided further that the maximum reimbursement in each instance shall not exceed \$250.00 for clothing and \$150.00 for personal effects.

(City Brief at pg. 6)

The City argues that its shoe and clothing allowance proposals are reasonable and ought to be implemented.

The City has proposed that the following language be added to Section A of Article XIII of the Agreement, which concerns special leaves:

The maximum number of officers who shall be granted leave with pay pursuant to this provision shall not exceed the president and five additional representatives.

(City Brief at pg. 6)

The City argues that its special leave proposal is reasonable and ought to be implemented.

The City has proposed that Article XVIII of the Agreement, which deals with education and training incentives, be deleted and replaced with the following language:

A. Officers currently receiving education and training incentive pay under the prior Collective Bargaining Agreement shall receive those dollar payments at the dollar rate in effect on

December 31, 1996.

B. Effective January 1, 1996, the City of Atlantic City shall pay an additional salary adjustment of \$5,000 per annum for Officers who receive a Bachelor of Arts Degree with a major in criminal justice. If the Officer is receiving such payment under the foregoing provision in this Article, there shall not be an additional payment required by this provision.

C. Effective January 1, 1996, Officers assigned to the K-9 Unit and Bomb Technicians shall receive 1% increment in their base salary during such time as they are assigned to the K-9 Unit and Bomb Technicians. This payment shall not be in addition to payments provided for under Paragraph A foregoing.

(City Brief at pg. 6)

The City maintains that its training and education incentive proposal is reasonable and ought to be awarded.

The City has proposed that the following language be added to Article XIX of the Agreement, which deals with terminal leave with pay: "The maximum payment under the terms of this Article shall not exceed \$25,000." (City Brief at pgs. 6-7) The City argues that its terminal leave proposal is reasonable and ought to be awarded.

The City has proposed that Article XXIII of the Agreement, which is entitled "Detective and Bomb Technicians Differential" be entitled "Officers Assigned to Plainclothes Detail." It argues that this new title is more accurate and, therefore, that this City proposal also should be awarded.

The City has proposed deleting paragraph 3 and paragraph 4 of

Article XXIX of the Agreement, which deals with sick and injury leave. It also proposes adding a provision to Article XXIX which provides that Officers hired after January 1, 1996 shall be granted one hundred (100) hours of sick leave. The City argues that its sick and injury leave proposals are reasonable and ought to be awarded.

The City has proposed that pursuant to the following schedule, new hires be given fewer vacation days: "First year - 1 day per month of employment maximum 5 days; second year - 10 days; fifth year - 15 days; tenth year - 20 days." (City Brief at pg. 7) It maintains that the City's new hire vacation proposal is reasonable and ought to be awarded.

The City has proposed that Police Officers not be granted any personal days until they have completed ten (10) years of service with the Department. It also has proposed that Officers no longer be permitted to convert one (1) personal day to holiday pay or to carry one (1) personal day over to the following year. The City argues that its personal day proposals are reasonable and ought to be awarded.

The City has proposed the following changes to Article XXXII of the Agreement, which deals with dental, prescription and optical benefits.

In Article XXXII, the City proposes to delete "The Union shall have the right to draw up the specifications for such plans." The following would be inserted in its stead: "The City retains the right to change carriers or the method for providing this insurance

provided the result shall be substantially the same." Additionally, an (a) increase prescription co-pay to \$5.00 effective January 1, 1999. Additionally, the City seeks to clarify the eyeglass and contact lens benefit to provide \$150.00 as the maximum for either benefit. Further, the City proposes that the provision for dental coverage indicate that the \$2,000 figure shall be for the life of an individual person covered.

(City Brief at pg. 7)

The City has proposed deleting Article XXXIII of the Agreement, which reads as follows: "Should any representing units employed by the City be awarded or shall they negotiate a prepaid legal plan, then P.B.A. Local No. 24 shall be entitled to have such as well." (Joint Exhibit No. 1 at pg. 28) It also has proposed deleting Article XXXIX from the Agreement, which deals with the Association President. (Joint Exhibit No. 1 at pg. 33) The City argues that these proposals are reasonable and ought to be awarded.

The City opposes the Association's proposal to increase catastrophic health coverage for the City's Police Officers from two hundred and fifty thousand dollars (\$250,000) to one million dollars (\$1,000,000). It maintains that the Association has failed to demonstrate that the present coverage is inadequate. The City also contends that the Association has failed to show that the cost to the City for this increase in coverage is reasonable. Therefore, it argues that the Association's catastrophic health coverage proposal should not be awarded.

In all, the City maintains that 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.

The Association has proposed a seven (7) year Agreement with

a term of January 1, 1996 through December 31, 2002. The City has proposed either a four (4) year Agreement with a term of January 1, 1996 through December 31, 1999, or a seven (7) year Agreement with a term of January 1, 1996 through December 31, 2002. For the following reasons, I agree with the Association's preference for a seven (7) year Agreement.

A seven (7) year Agreement makes good sense. First, an Award covering a seven (7) year period will enable the parties involved in this proceeding to have a sufficient period of time to resume their relationship free from the interruptions of collective bargaining.

Second, it is important to note that 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.

Third, since I have awarded certain changes in the benefits for newly hired Police Officers, the parties must have a sufficient period of time to evaluate those changes before entering into collective negotiations during which the parties may seek to alter some or all of the changes for new hires awarded herein. Nine (9) months, which is when a four (4) year Agreement would expire, is not a sufficient period of time in which to evaluate the changes awarded herein.

Thus, I have formulated this Award based upon a contract term of seven (7) years, covering the period January 1, 1996 through

December 31, 2002.

I now turn to the remaining components of the parties' proposals. The Association has proposed that each step on the parties' salary guide be increased by three percent (3%) on January 1, 1996, by three and one-half percent (3-1/2%) on January 1, 1997, by four percent (4%) on January 1, 1998, by five percent (5%) on January 1, 1999, by five and one-half percent (5-1/2%) on January 1, 2000, by six percent (6%) on January 1, 2001, and by six percent (6%) on January 1, 2002. This amounts to an thirty three percent (33%) increase over seven (7) years, or an average annual increase of approximately four and seven-tenths percent (4.7%) over the life of the Agreement.

The City has proposed a zero percent (0%) increase in 1996, a zero percent (0%) increase in 1997, a five hundred dollar (\$500) increase at step four and a one thousand dollar (\$1,000) increase at step seven in 1998, and a five hundred dollar (\$500) increase at step four and a one thousand dollar (\$1,000) increase at steps five, six and seven in 1999.<sup>2</sup> This amounts to a zero percent (0%) increase over four (4) years at step 1, a zero percent (0%) increase over four (4) years at step 2, a zero percent (0%) increase over four (4) years at step 3, a two and three quarters percent (2.75%) increase over four (4) years at step 4 (\$37,300 - \$36,300 divided by \$36,300), a two and one-half percent (2.5%)

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<sup>2</sup> "In the event of a seven-year contract, the City defers to the arbitrator's judgement for appropriate wage increases." (City Brief at pg. 5)

increase over four (4) years at step 5 (\$40,800 - \$39,800 divided by \$39,800), a four and six tenths percent (4.6%) increase over four (4) years at step 6 (\$45,300 - \$43,300 divided by \$43,300), and a four percent (4%) increase over four (4) years at step 7 (\$51,167 - \$49,167 divided by \$49,167). This amounts to an average annual increase of from zero percent (0%) to 1.15%, depending upon the step at issue.

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 magnitude of the wage increases being sought by the Association. Under no circumstances can this level of increase be justified in light of the relevant statutory criteria.

On the other hand, the City's proposal also is not justified. The meagerness of the increases proposed by the City are 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 Atlantic City, as well as the financial circumstances of the City, can be taken into account without requiring that the wage increases awarded to the City's Police Officers result in them falling behind their counterparts in comparable jurisdictions. Thus, the City's wage proposals cannot be justified when all of the relevant statutory criteria are taken into account.

Instead, I am persuaded that wage increases between the Association's proposals and the City's proposals are appropriate here. In order to determine with specificity 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 that its citizens are not benefitted by salary increases which the City cannot afford and which results 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 police force that is stable and whose morale is high. This is especially so in a community like Atlantic City where the crime rate and the violent crime rate is a much higher than it is in surrounding communities. (Association Exhibit No. 2B)

Thus, I am persuaded that a wage package which unnecessarily deviated from the type of salary increases provided to other police officers 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 police force continue to serve its essential needs and provide essential services.

Under any reasonable view, an average annual increase of zero percent (0%) to 1.15%, depending upon the step at issue, proposed by the City, if awarded, will unnecessarily and invariably cause a decline in police 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 that the pattern of settlements between Atlantic City and its other unions should be respected and adhered to in this Award. Adhering to the pattern of settlement within the City would, as the City argues, limit the size of the wage increases awarded during the first two (2) years of the Agreement, i.e., 1996 and 1997. However, respecting that pattern of settlement within the City would not, as the City suggests, limit wage increases in subsequent years to the meager increases proposed by the City. Nor, as explained below, are such meager wage increases required by the City's financial circumstances.

Thus, I find that an average annual wage increase between the four and seven-tenths percent (4.7%) average annual wage increase proposed by the Association and the average annual increase of zero percent (0%) to 1.15%, depending upon the step at issue, proposed by the City, can adhere to the pattern of settlements between Atlantic City 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 Atlantic City Police

Department. Therefore, I find that 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 Atlantic City Police Officers 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 evidence demonstrates that the parties have relied upon different, but somewhat overlapping sets of comparable communities. The Association primarily has relied upon comparisons with all other Atlantic County communities and comparisons with the fifteen (15) largest urban communities in New Jersey. (See, e.g., Association Exhibit No. 2C) The City primarily has relied upon comparisons with a subset of Atlantic County communities and comparisons with major area cities which include some of the urban New Jersey communities relied upon by the Association. (See, e.g., City Exhibit Nos. 2U and 2Y)

None of the communities relied upon for comparison by both the City and the Association is demographically identical to Atlantic City. Some are actually quite different. Comparability, however, rather than identity of communities, is all that is required by the statute. Differences in degrees of comparability can be taken into account when evaluating evidence drawn from jurisdictions with different degrees of comparability to the City. Thus, I find that



the communities relied upon by both the City and the Association are appropriate comparable communities for purposes of drawing the comparisons required by the statute.

The Association relied, in part, on an analysis of salary increases for police officers in Atlantic County which showed that between 1996 and 1999, their counterparts in Atlantic County received average annual wage increases of approximately three and seven tenths (3.7%) percent  $(3.79\% + 3.62\% + 3.59\% + 3.87\% \text{ divided by } 4 = 3.72\%)$ .<sup>3</sup> (Association Exhibit No. 2C) This is a full percentage point less than the four and seven-tenths percent (4.7%) average annual wage increase proposed by the Association.

In addition, the evidence shows that in 1995, Atlantic City, Police Officers were the second highest paid police officers in Atlantic County in terms of maximum salary, and the highest paid police officers in Atlantic County in terms of maximum salary and longevity. (Association Exhibit No. 2C) Thus, as the following data shows, an average annual increase in the wages of Atlantic City Police Officers of less than three and seven tenths (3.7%) percent, would preserve the salary ranking of the City's Police Officers in Atlantic County.

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<sup>3</sup> The Association's analysis of the wage increase granted to police officers working in the Urban 15 during the same period is much less reliable, since thirty (30) of the sixty (60) wage increases needed to complete the analysis were unavailable. (Association Exhibit No. 2C)

ATLANTIC COUNTY

1995 PATROLMAN'S MAXIMUM BASE SALARY

<u>Municipality</u>	<u>Maximum Salary Without Longevity</u>	<u>Rank</u>	<u>Maximum Salary With Longevity</u>	<u>Rank</u>
Absecon City	\$42,342	8	\$44,883	9
ATLANTIC CITY	49,167	2	54,084	1
Brigantine City	43,418	7	47,760	6
County Corrections	38,501	15	42,351	14
County Prosecutor's	52,012	1	53,412	2
County Sheriff's	38,001	16	40,501	6
Egg Harbor City	38,850	14	41,181	5
Egg Harbor Twp.	44,538	4	46,765	7
Galloway Twp.	45,648	3	50,213	4
Hamilton Twp.	41,987	9	46,186	8
Linwood City	39,874	13	42,874	13
Longport Borough	N/A		N/A	
Margate City	44,440	5	50,217	3
Mullica Twp.	37,362	17	40,362	7
Northfield City	41,169	10	44,463	10
Pleasantville City	40,697	12	43,953	11
Somers Point City	41,093	11	43,593	12
Ventnor City	43,429	6	48,640	5
<b>AVERAGE</b>	<b>\$42,505</b>		<b>\$45,967</b>	

**A.C.DIFFERENCE +6665 (15.68%)**

**+8117 (17.65%)**

**Source: NJSPBA & Negotiated Agreements**

(Association Exhibit No. 2C)

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 Police Officers in terms of salary.

On the other hand, an analysis of the impact of the wage proposals made by the City, demonstrates that if those proposals were awarded, the salary ranking of the City's Police Officers in Atlantic County would drop at the top step, where the City's wage proposal is more generous, from second to third, and would drop even further, from first to fourth, if wages at the top step and longevity benefits are considered together.

**ATLANTIC COUNTY**

**1998 PATROLMAN'S MAXIMUM BASE SALARY UNDER CITY'S PROPOSAL**

<b><u>Municipality</u></b>	<b><u>Maximum Salary Without Longevity</u></b>	<b><u>Rank</u></b>	<b><u>Maximum Salary With Longevity</u></b>	<b><u>Rank</u></b>
Absecon City	\$47,412	9	\$52,153	8
ATLANTIC CITY	50,167	3	55,184	4
Brigantine City	48,838	6	53,722	7
County Corrections	48,000	8	53,760	6
County Prosecutor's	56,835	1	58,235	2

County Sheriff's	41,524	16	43,224	17
Egg Harbor City	43,489	15	46,533	15
Egg Harbor Twp.	49,656	4	52,139	9
Galloway Twp.	50,518	2	59,106	1
Hamilton Twp.	47,182	10	51,900	10
Linwood City	44,745	13	48,445	13
Longport Borough	46,305	12	50,936	11
Margate City	49,509	5	55,945	3
Mullica Twp.	40,800	17	43,800	16
Northfield City	46,905	11	49,719	12
Pleasantville City	N/A		N/A	
Somers Point City	45,866	13	48,366	14
Ventnor City	48,382	7	54,188	5

Source: NJSPBA; Negotiated Agreements: City Proposal

(Association Exhibit No. 2C)

Thus, I find that an analysis of comparable communities in Atlantic County supports awarding the City's Police Officers 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 Police Officers an average annual wage increase which will allow them to retain their salary ranking within Atlantic County.

Thus, after considering all of the evidence submitted by the

parties concerning police officers 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 parties vigorously dispute whether a pattern of wage settlements even exists within the City.

Here, the record evidence demonstrates that a pattern of wage settlements does exist between Atlantic City and its unionized employees. It shows that the City and its firefighters agreed to a two (2) year wage freeze in 1996 and 1997, that the City and its Teamsters local agreed to a two (2) year wage freeze in 1995 and 1996, that the City and its supervisors' union agreed to a two (2) year wage freeze in 1995 and 1996, and that the City and its AFSCME local agreed to a two (2) year wage freeze in 1995 and 1996. (City Exhibit Nos. 4A through 4D) Thus, I find that a two (2) year wage freeze in the mid-1990s is an integral part of the pattern of wage settlements among unionized employees in Atlantic City.

The Association and the City also vigorously dispute what weight, if any, should be accorded to this pattern of wage settlements among Atlantic City's unionized employees.

As noted above, the statute requires me to compare the wages, hours and conditions of employment of City Police Officers 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 police 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 two (2) years of the Agreement awarded below, which covers the period January 1, 1996 through December 31, 1998. Those two (2) 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. My adherence to that relationship is not due solely to explicit or implicit commitments by the City to retain comparability between these different bargaining units of City employees. It also is intended to discourage leapfrogging or whipsawing among the different City employee unions.

As noted above, 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 Atlantic City 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 that 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 Atlantic City 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 police 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, police, 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, especially during the first two (2) years of this Agreement, when the evidence concerning the pattern of settlement within the City calls for freezing the wages of the City's Police Officers.

Moreover, I have given additional emphasis to the collective bargaining agreement between the City and its firefighters. After all, Atlantic City 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 that 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 Police Officers losing their highly paid status when compared to their counterparts in other Atlantic County communities, who work in jurisdictions with much lower crime rates.

Stated otherwise, the pattern of settlement within Atlantic City can be respected by awarding the City's Police Officer's a zero percent (0%) wage increase in 1996 and 1997, while the relative ranking of the City's Police Officers can be respected by awarding them wage increases in subsequent contract years which



permit them to retain their relative ranking. The wage increases awarded below, which fall between the average annual wage increases proposed by both the City and the Association, accomplish both of these objectives. Thus, in effect, this Award can be viewed as two (2) distinct Agreements: the first of which is steeped in the patterns that exist among unionized City employees and the second of which is steeped in the patterns that exist among police personnel in comparable communities.

In summary, I find that 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 Police Officers. I agree with the City that the overall compensation received by its Police Officers is quite good. I also agree with the Association that the overall compensation of the City's Police Officers tends to be similar to the overall compensation received by police officers in comparable jurisdictions. The same points can also be made about the benefits received by the City's Police Officers. However, the overall compensation of the City's Police Officers would not fare relatively well with the overall compensation received by other police officers in comparable jurisdictions, if I were to award the City's wage proposal. Under those terms, the City's Police Officers would fall behind their counterparts in comparable jurisdictions in terms of overall compensation and benefits. Ca

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 Police Officers in terms of overall compensation and benefits. Thus, I find that 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 that both parties have consented to a seven (7) year Agreement with a term of January 1, 1996 through December 31, 2002. I further note that both parties have agreed to change the title of Article XXIII of the Agreement from "Detective and Bomb Technicians Differential" to "Officers Assigned to Plainclothes Detail." Other than these agreements, 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 that 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 that 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 that the City has failed to present a compelling case that 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 on the governing unit, its residents and taxpayers. Thus, there can be no dispute that 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 that it is not flush with money. Given the record evidence concerning the current economic climate in Atlantic City, this statutory criterion requires that 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 that while a weighing of all of the relevant statutory criteria entitles the City's Police Officers 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 . . .

Police Officers 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 that 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 the cost of living increased by three and three tenths percent (3.3%) in 1996, by one and seven tenths percent (1.7%) in 1997, and by one and seven tenths percent (1.7%) for the year ending July 1998. Thus, during 1996 through 1998, the increase in the cost of living averaged 2.23% ( $3.3\% + 1.7\% + 1.7\%$  divided by 3). Therefore, these increases in the cost of living support awarding wage increases in between the average annual wage increases proposed by the City and the Association, but closer to the average annual wage increases proposed by the City.

However, I also recognize that police officers in the past did not receive wage increases equal to the cost of living when the increase in the cost of living was running in the double digits or close to the double digits. Under those circumstances, common sense required that salary increases be less than the cost of living.

This is not surprising. It is ordinarily the case that in periods of very high inflation, salary increases tend to lag behind the rate of inflation. Conversely, in times of low inflation, when

the cost of living is quite moderate, wage adjustments somewhat exceed the cost of living. Pursuant to historic trends in the cost of living and police officer wage rates, I find the wage increase awarded, herein, to be the appropriate result. The average annual increase in the wage increases awarded below (i.e., 2.79%) slightly exceeds the average annual increase in the cost of living in 1996 through 1998 (i.e., 2.23%), but reflects the long term historic trends in the cost of living and is far more moderate than the increases received by police officers in prior years.

Thus, I have incorporated relevant evidence concerning the cost of living into this Award. Stated otherwise, the increases awarded, herein, reflect and take into account the declining cost of living.

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

Accordingly, for all of the above reasons, I find that the record evidence concerning the statutory criteria support awarding wage increases in between the increases proposed by the City and the Association. Although I have found all of the statutory

criteria to be relevant to this dispute, I find that the criteria regarding the interest and welfare of the public, comparability and the financial circumstances of the City and its residents and taxpayers, are the criteria which are most relevant to this dispute. Therefore, they have been given the most weight. The criterion regarding the stipulations of the parties is the least relevant criterion in this dispute and has been given the least amount of weight.

Thus, in light of all of the statutory criteria, as described in detail above, I award the following wage increases:

January 1, 1996	0% across-the-board
January 1, 1997	0% across-the-board
January 1, 1998	4% across-the-board
January 1, 1999	5% across-the-board
January 1, 2000	3.6% across-the-board
January 1, 2001	3.5% across-the-board
January 1, 2002	3.4% across-the-board

This amounts to a total increase of nineteen and one-half percent (19.5%) over seven (7) years, or an average annual increase of 2.79%.

These increases balance the legitimate right of the City's Police Officers to be compensated appropriately without unduly burdening the residents and taxpayers of Atlantic City. 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 Police Officers wage increases which are

reasonable when considered over the life of the entire Agreement and which permit the City's Police Officers to maintain their relative standing in comparison to their counterparts in comparable jurisdictions. I turn now to the other economic and non-economic proposals made by the parties.

Currently, Atlantic City Police Sergeants are paid \$56,013 per year, which is approximately thirteen and nine tenths percent (13.9%) more than the salary received by top step Police Officers (\$56,013 - \$49,167 divided by \$49,167). (Joint Exhibit No. 1 at pgs. 29-30) However, the Agreement provides that "[i]t is specifically understood that sergeants' ... base pay has been set at these levels not based on percentages. Unless a negotiated change is made, they shall remain at these levels." (Joint Exhibit No. 1 at pg. 30)

The Association has proposed that the pay differential between top step Police Officers and Sergeants be set at fifteen percent (15%). There is no persuasive evidence in the record demonstrating that Police Sergeants should receive percentage wage increase greater than those awarded to the City's Police Officers. Therefore, the differential between Sergeants and top step Police Officers shall be reformulated based upon granting Sergeants the same wage increases as have been awarded to the City's Police Officers.

Currently, Article XIV, Section A, of the Agreement explicitly provides that "[a]cting out of title shall exclude sergeants assigned to radio car patrol." (Joint Exhibit No. 1 at pg. 10)

Article XIV, Section C, of the Agreement provides that "[o]nce an Officer is assigned out of title, and performs in that capacity for eight (8) days, the Officer shall be compensated at the higher rate of pay." (Joint Exhibit No. 1 at pg. 10)

The Association has proposed that the phrase "excluding sergeants assigned to radio patrol" be removed from the Agreement's Out of Title Pay provision. (Joint Exhibit No. 1 at pg. 10) It also has proposed that Officers and Sergeants receive a higher rate of pay for all time spent doing out of title work.

There is no persuasive evidence in the record concerning the statutory criteria which supports the awarding of these proposals. Therefore, the Association's out of title work proposals shall not be awarded.

Currently, Article XVI, paragraph 2, of the Agreement provides that the health insurance coverage provided to the City's Police Officers "is more particularly set out in Ordinance No. 6 of 1964, as amended." (Joint Exhibit No. 1 at pg. 33) Article XVI, paragraph 3, of the Agreement states that "[t]he Blue Cross and Blue Shield plan will be the U.C.R. Series." (Joint Exhibit No. 1 at pg. 33)

The Association has proposed that the Agreement's current reference to a Blue Cross and Blue Shield plan be changed to the P.A.C.E. plan currently in effect. However, nothing in the Agreement explicitly requires the City to provide its Police Officers with a specific insurance plan. In addition, there is no persuasive evidence in the record that such a requirement should



now be made part of the Agreement. Therefore, this aspect of the Association's health insurance proposals shall not be awarded.

The Association also has proposed that its members' current catastrophic health insurance coverage of two hundred and fifty thousand dollars (\$250,000) per event be increased to one million dollars (\$1,000,000) per event. The evidence presented by the Association shows that catastrophic health insurance coverage for the City's Police Officers needs to be increased, but not to the extent proposed by the Association. In addition, any increase in catastrophic health insurance coverage for the City's Police Officers needs to be delayed so that those increases will not upset the pattern that exists between the City and its other unions. Therefore, I find that effective January 1, 2001, catastrophic health insurance coverage for the City's Police Officers shall be increased to three hundred and fifty thousand dollars (\$350,000) per event, and effective January 1, 2002, catastrophic health insurance coverage for the City's Police Officers shall be increased to four hundred thousand dollars (\$400,000) per event.

Currently, Article XXI of the Agreement provides that "holiday pay shall be computed at the rate of time and one-half of pay by rank, including longevity and educational credits based upon an eight (8) hour day." (Joint Exhibit No. 1 at pg. 18) Article XXI also provides that "[h]oliday payments shall be made on the last payday in November." (Joint Exhibit No. 1 at pg. 18) It further provides that "[i]llness or injury shall be computed at an eight (8) hour rate for holidays." (Joint Exhibit No. 1 at pg. 18)

The Association has proposed that the last paragraph of Article XXI of the Agreement be modified to read as follows: "Illness or **non-work related** injury shall be computed at an eight (8) hour rate for holidays." (Association Brief at pg. 20)

This proposal, if awarded, would increase the pay of Police Officers for absences resulting from non-work related injuries. There is no persuasive evidence in the record concerning comparability or any other statutory criteria which demonstrates that the pay of City Police Officers for absences resulting from non-work related injuries should be increased. Therefore, this Association proposal shall not be awarded.

The Association also has proposed that the following paragraph be added to Article XXI: "Upon completion of ten (10) years of pension service credit, the employee shall have his/her annual holiday pay and shoe allowance divided equally so as to be included in his her biweekly pay checks." (Association Brief at pg. 20)

This proposal, if awarded, would result in an increase in the biweekly salaries of City Police Officers with ten (10) years of pension service credit, and, therefore, an increase in the pensions paid to City Police Officers upon retirement. There is no persuasive evidence in the record concerning the statutory criteria which demonstrates that City Police Officers should have their pensions increased in this manner. Therefore, this Association proposal shall not be awarded.

Article XXVI of the Agreement currently reads as follows:

## ARTICLE XXVI

### OVERTIME

Overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off. Overtime shall also consist of any hours worked in excess of forty (40) hours per week or eight (8) hours per day.

A. All employees covered by this Agreement shall be paid time and one-half for overtime. The City shall give preference for overtime on a mandatory, rotating basis, with exception for vacation, days off, etc.

B. For the purpose of this Agreement, any overtime spent in the County court at Mays Landing shall be paid at time and one-half hourly rate. And it shall be the continued practice to credit an employee appearing in Mays Landing with one (1) hour travel time in addition to time actually in court.

C. There shall be paid court time for municipal and juvenile court appearance at time and one-half hourly rate. There will be a minimum of one (1) hour per day per appearance.

D. Overtime payments shall be made every two (2) weeks. They shall be paid on the payday following the previous pay period.

(Joint Exhibit No. 1 at pg. 21)

The Association has proposed that Section B and Section C of Article XXVI be deleted and replaced with the following provision:  
"All Court time, including but not limited to Municipal, Juvenile and County Court, that does not occur during the employee's regularly scheduled shift, shall be considered overtime and shall

be paid at the rate of time and one half with a minimum guarantee of two (2) hours per day per appearance." (Association Brief at pg. 21)

In effect, City Police Officers are currently guaranteed a minimum of one (1) hour per day per court appearance, either as travel time or as a minimum guarantee. The Association, in essence, is seeking to increase that minimum to two (2) hours per day. There is no persuasive evidence in the record concerning comparability or any other statutory criteria which demonstrates that the minimum pay of Police Officers for court appearances should be increased. Therefore, this Association proposal shall not be awarded.

Currently, the City's Police Officers receive two (2) personal days per year. (Joint Exhibit No. 1 at pg. 27) The Association has proposed that the number of personal days be increased from two (2) to four (4).

The comparability evidence relied upon by the Association in support of this proposal shows that many unionized City employees receive three (3) personal days per year as opposed to the two (2) personal days granted to the City's Police Officers. (Association Exhibit No. 2D) However, that same evidence shows that City Police Officers receive either one (1) or two (2) more holidays per year than other unionized City employees, except for the City's firefighters, who receive no personal days whatsoever. (Association Exhibit No. 2D) In other words, the record demonstrates that no unionized City worker receives more total days off per year as

holidays and personal days, than the sixteen (16) days (two (2) personal days and fourteen (14) holidays) received by the City's Police Officers. (Association Exhibit No. 2D)

In addition, the record demonstrates that Atlantic City Police Officers receive the same or more total days off per year as holidays and personal days than their counterparts in twelve (12) other Atlantic County jurisdictions. (Association Exhibit No. 2D) Only police officers in five (5) Atlantic County jurisdictions receive more total days off per year as holidays and personal days than Police Officers in Atlantic County. However, police officers in four (4) of those five (5) Atlantic County jurisdictions, i.e., Brigantine City, Egg Harbor Township, Galloway Township and Ventnor City, receive fewer vacation days than their counterparts in Atlantic City. (Association Exhibit No. 2D)

For all of these reasons, I find that there is no persuasive evidence in the record concerning the statutory criteria which demonstrates that the City's Police Officers should be awarded an increase in the number of personal days they receive each year. Therefore, the Association's personal day proposal shall not be awarded.

The City, on the other hand, has proposed that Police Officers not be granted any personal days until they have completed ten (10) years of service with the Department. It also has proposed that Officers no longer be permitted to convert one (1) personal day per year to holiday pay or to carry one (1) personal day over to the following year.

There is no evidence in the record concerning comparability which supports the awarding of these City proposals. Nor are they required by the City's financial circumstances. Thus, the City's personal day proposals also shall not be awarded.

Currently, Article XXXII of the Agreement provides that City Police Officers receive the following dental, prescription and optical benefits:

**ARTICLE XXXII**

**DENTAL, PRESCRIPTION AND OPTICAL**

The City shall provide a dental plan, a prescription and an optical plan. The plans shall remain in effect for the duration of this contract. The Union shall have the right to draw up the specifications for such plans. The plans shall include the following specifications:

- a. There shall be no co-pay requirement for prescriptions through June 30, 1994. Effective on July 1, 1994, there shall be a \$3.00 co-pay for prescriptions.
- b. One (1) pair of eyeglasses or contact lenses per twelve (12) month period. Contact lens benefit to be a maximum of \$150.00. Eye examination coverage provided every twelve months.
- c. Orthodontic benefit shall be 75%.
- d. Dental and orthodontic coverage maximum shall be \$2,000.00 for the calendar year.
- e. Dental coverage for dependents is provided to age 19, unless dependent is enrolled in an accredited college or university, in which case coverage for said dependents may be

**maintained to age 23.**

(Joint Exhibit No. 1 at pgs. 27-28)

The Association has proposed the following changes in Article XXXII:

a. The PBA proposes the following changes:

Delete: "There.....prescriptions."

Add: Effective January 1, 1996, all prescription drugs shall be covered 100% with a three (\$3.00) dollar co-pay for all members and dependents to age nineteen (19) or to age twenty-three (23) if enrolled as a full-time student at an accredited school.

b. Delete: "One.....months."

Add: The Vision Plan shall provide: (1) glasses and contact lenses every twelve(12) months with usual, customary and reasonable fees coverage; (2) eye examination coverage every twelve (12) months with usual, customary and reasonable fees covered; (3) oversized lenses; (4) tinted lenses; (5) one hundred (100%) percent examination with participating optometrist; (6) coverage for members and dependents, children to nineteen (19) or to age twenty-three (23) if enrolled as a full-time student at an accredited school.

c. Delete: "Orthodontic .....75%"

Add: The Dental Plan shall provide: (1) dental coverage two thousand (\$2,000) dollars per year per patient; (2) orthodontic coverage two thousand (\$2,000) per year per patient; (3) coverage

for members and dependents, children to nineteen (19) or to age twenty-three (23) if enrolled as a full-time student at an accredited school.

Explanation: Dependents are lawful spouse and unmarried children to age nineteen (19) or to age twenty-three (23) if enrolled in an accredited, school, college or university. Children include step-children, adopted children and foster children, provided such children are dependent upon the employee for support and maintenance.

(Association Brief at pgs. 22-23)

The City, on the other hand, has proposed the following changes in the dental, prescription and optical benefits received by its Police Officers.

In Article XXXII, the City proposes to delete "The Union shall have the right to draw up the specifications for such plans." The following would be inserted in its stead: "The City retains the right to change carriers or the method for providing this insurance provided the result shall be substantially the same." Additionally, an (a) increase prescription co-pay to \$5.00 effective 1/1/99. Additionally, clarify the eyeglass and contact lens benefit to provide \$150.00 as the maximum for either benefit. Further, the provision for dental coverage that the \$2,000 shall be for the life of an individual person covered.

(City Brief at pg. 7)

There is no persuasive evidence in the record concerning comparability or any other statutory criteria which demonstrates that the dental, prescription and optical benefits for City Police Officers should be changed in either the manner proposed by the



Association or the manner proposed by the City. Therefore, neither the Association's nor the City's dental, prescription and optical benefit proposals shall be awarded.

The Association has proposed that the present shift differential for the 4:00 p.m. to 12:00 a.m. shift be increased from three hundred dollars (\$300) to four hundred dollars (\$400). It also has proposed that the present shift differential for the 12:00 a.m. to 8:00 a.m. shift be increased from four hundred dollars (\$400) to five hundred dollars (\$500).

The evidence presented by the Association shows that the current shift differentials have not been increased for seven (7) years and need to be increased. On this there can be no reasonable dispute. However, in order to minimize the financial impact on the City, as well as its residents and taxpayers, the increases proposed by the Association will be split and delayed until the last two (2) years of the Agreement. Thus, effective January 1, 2001, the shift differential paid to City Police Officers on the 4:00 p.m. to 12:00 a.m. shift and the 12:00 a.m. to 8:00 a.m. shift shall be increased by fifty dollars (\$50), and effective January 1, 2002, the shift differential paid to City Police Officers on the 4:00 p.m. to 12:00 a.m. shift and the 12:00 a.m. to 8:00 a.m. shift shall be increased by an additional fifty dollars (\$50).

Currently, the Agreement's shoe and clothing maintenance allowance reads as follows:

ARTICLE XII

SHOE AND CLOTHING MAINTENANCE ALLOWANCE

A. Effective January 1, 1993, the City shall pay each employee covered by this contract an annual shoe and clothing maintenance allowance of \$775.00 on the last payday in November. Effective January 1, 1994, the annual shoe and clothing maintenance allowance shall be \$850.00, and shall also be \$850.00 for 1995.

B. The shoe and clothing maintenance allowance shall be prorated for new recruits and Police Officers taking a leave of absence without pay.

C. Uniform inspections shall be held twice yearly on January 15, for summer uniforms, and June 15, for winter uniforms.

1. If no replacement has been supplied for the summer uniform by May 15, or no replacement of the winter uniform by October 15, then in that event the officer shall be permitted to purchase such item and be reimbursed by the City within (30) days from the day that he submits his paid receipts.

D. The parties further agree that a uniform damaged in the line of duty requiring immediate replacement shall be replaced after inspection by a Superior Officer.

E. Equipment, to include rain gear, badges, ammunition, and accident paraphernalia, shall be included with the uniform inspection and replaced in the same manner.

F. The parties further agree that personal effects (including civilian clothes) damaged in the line of duty shall be replaced by

the City within thirty (30) days from the date of submission of appropriate receipts.

(Joint Exhibit No. 1 at pgs. 8-9)

The City has proposed eliminating Section A and Section B of Article XII of the Agreement, "and for Section C of that article, to provide that the replacement of uniforms shall be implemented provided the budget for the year in question has been passed and enacted...." (City Brief at pg. 6) It also has proposed eliminating Section D and Section F of Article XII and inserting the following language:

The parties further agree that personal effects (including civilian clothes) damaged in the line of duty shall be replaced by the City provided the claim is filed not later than thirty (30) days after the loss. Provided further that the maximum reimbursement in each instance shall not exceed \$250.00 for clothing and \$150.00 for personal effects.

(City Brief at pg. 6)

There is no persuasive evidence in the record concerning comparability or any other statutory criteria which demonstrates that these proposals should be awarded. Therefore, the City's shoe and clothing maintenance allowance proposals shall not be awarded.

Currently, Article XIII, Section A, of the Agreement provides that "[l]eave from duty with full appropriate pay shall be granted to the members of the [Association's] negotiation committee who attend meetings between the City and the [Association] for the purpose of negotiating the terms of the contract provided the employee is scheduled to duty at the time simultaneous to attendance." (Joint Exhibit No. 1 at pg. 9)

The City has proposed that the following language be added to Article XIII, Section A:

The maximum number of officers who shall be granted leave with pay pursuant to this provision shall not exceed the president and five additional representatives.

(City Brief at pg. 6)

There is no evidence in the record that the current leave provision for the Association's negotiation committee has been abused or been a burden on the City. In addition, there is no persuasive evidence in the record concerning comparability or any other statutory criteria which demonstrates that the City's special leave proposal should be awarded. Therefore, the City's special leave proposal shall not be awarded.

Currently, the Agreement's education and training incentive provisions read as follows:

#### ARTICLE XVIII

##### EDUCATION AND TRAINING INCENTIVES

Advanced training and education achievement are considered an important factor in the professional development of the Police Officer. Achievement in these areas may be considered in the awarding of special assignments and shall be acknowledged with special salary increments based on the following scale:

Upon the completion of fifteen (15) credit hours, the officer shall receive a 2% increment on his/her base salary.

Upon the completion of thirty (30) credit hours, the officer shall receive a 3% increment on his/her base salary.

Upon the completion of forty-five (45) credit hours, the

officer shall receive a 4% increment on his/her base salary.

Upon the completion of an associate degree or equivalent of (65) credit hours, the officer shall receive a 6% increment on his/her base salary.

Upon the completion of one hundred (100) credit hours the officer shall receive a 7% increment on his/her base salary.

Upon the completion of a bachelor's degree or one hundred thirty (130) credits, any officer shall receive an 9% increment on his/her base salary.

For the completion of any graduate degree, the officer shall receive a 10% increment on his/her base pay.

For the successful completion of the training program for the K-9 unit, a 1% increment will be paid.

The special salary increments set forth above shall be effective retroactive to January 1, 1993.

Other specialized training (i.e., seminars, special courses) can be used with college credit hours as a basis for increments. The general guidelines are as follows: total hours spent in these approved special programs will provide credit equal to hours spent in the classroom. The following rates are used:

3 College credits = 40 hours special training

3 College credits = 40 hours class time

30 College credits = 400 hours class time

Application for training or education incentives shall be made to the designated personnel officer and review and final approval shall be with the consent of the Personnel Committee.

(Joint Exhibit No. 1 at pgs. 14-15)

The City has proposed that the Agreement's education and

training incentive provisions be deleted and replaced with the following language:

A. Officers currently receiving education and training incentive pay under the prior Collective Bargaining Agreement shall receive those dollar payments at the dollar rate in effect on December 31, 1996.

B. Effective January 1, 1996, the City of Atlantic City shall pay an additional salary adjustment of \$5,000 per annum for Officers who receive a Bachelor of Arts Degree with a major in criminal justice. If the Officer is receiving such payment under the foregoing provision in this Article, there shall not be an additional payment required by this provision.

C. Effective January 1, 1996, Officers assigned to the K-9 Unit and Bomb Technicians shall receive 1% increment in their base salary during such time as they are assigned to the K-9 Unit and Bomb Technicians. This payment shall not be in addition to payments provided for under Paragraph A foregoing.

(City Brief at pg. 6)

The City's education and training incentive proposal is not supported by record evidence concerning comparability. Nor is it required by the City's financial circumstances or evidence concerning any other statutory criteria. Therefore, the City's education and training incentive proposal shall not be awarded.

Currently, the Agreement's terminal leave provisions read as follows:

ARTICLE XIX

TERMINAL LEAVE WITH PAY

A. Subject to Paragraph D. of this Article, upon retirement the employee shall be entitled to terminal leave up to one and one-half (1-1/2) year with full pay. The terminal leave shall be based upon accumulated sick leave. Payment for terminal leave shall continue based on a regular 40 hour week during this period.

B. Subject to Paragraph D. of this Article, terminal leave options made available under this Agreement are as follows:

PLAN "A" - Employees will remain on payroll until said employee's sick leave has expired.

1. While on terminal leave, said employee shall be entitled to all benefits except paid holidays. The full clothing maintenance, as provided in this Agreement, shall be paid to any employee who has worked at least one (1) day in a year in which he goes on terminal leave, is disabled or dies.

OR

PLAN "B" - Accumulated sick leave lump sum payment. Lump sum shall be compensated at the full rate of pay in effect at the time of employee's retirement. It shall be paid upon retirement; or at the exclusive option of the employee, over a three year period beginning in the year of retirement.

C. Employees must provide notice before the City's budget submission date of the year in which they intend to take terminal leave, and shall also furnish proof of intention of retirement.

D. Pursuant to the arbitration award of Jack D. Tillen, Esq., under P.E.R.C. Docket No. IA-84-125, terminal leave shall be amended to provide for a maximum accumulated time of sixteen (16) months, for all employees hired in 1984, and a maximum of fourteen (14) months for those hired in 1985, and a maximum of twelve (12) months for those hired in 1986. Current employees hired before 1984 will not be affected by this change.

(Joint Exhibit No. 1 at pgs. 15-17)

The City has proposed that the following language be added to the Agreement's terminal leave provisions: "The maximum payment under the terms of this Article shall not exceed \$25,000." (City Brief at pgs. 6-7)

The Agreement's terminal leave provisions already place limitations on the amount of accumulated sick leave City Police Officers can be paid upon retirement. Officers hired before 1984 are paid up to eighteen (18) months of accumulated sick leave upon retirement, Officers hired in 1984 are paid up to sixteen (16) months of accumulated sick leave upon retirement, Officers hired in 1985 are paid up to fourteen (14) months of accumulated sick leave upon retirement, and Officers hired in 1986 are paid up to twelve (12) months of accumulated sick leave upon retirement. (Joint Exhibit No. 1 at pgs. 16-17)

There is no comparability evidence in the record supporting the City's proposal to limit terminal leave to a maximum of twenty five thousand dollars (\$25,000). Nor is such a dramatic reduction in terminal leave required by the City's financial circumstances.



Therefore, the City's terminal leave proposal shall not be awarded.

However, in order to provide the City with some financial relief, the current three (3) year payout option for terminal leave shall be expanded to a four (4) year payout option. Thus, Plan B of Article XIX of the Agreement shall be amended to read as follows:

PLAN "B" - Accumulated sick leave lump sum payment. Lump sum shall be compensated at the full rate of pay in effect at the time of employee's retirement. It shall be paid upon retirement; or, at the exclusive option of the employee, over a four (4) year period beginning in the year of retirement. Employees who elect to receive the four (4) year payout shall receive their terminal leave benefits in four (4) equal payments with the last payment made on or before the fourth anniversary date of an employee's retirement.

The City has proposed that Article XXIII of the Agreement, which is entitled "Detective and Bomb Technicians Differential" be entitled "Officers Assigned to Plainclothes Detail." The Association does not oppose the awarding of this proposal. Therefore, the City's proposal to change the name of the Detective and Bomb Technicians Differential shall be awarded.

Currently, City Police Officers receive one hundred and twenty (120) hours of sick leave per year. (Joint Exhibit No. 1 at pg. 22) Paragraphs 3 and 4 of Article XXIX of the Agreement provide that in certain circumstances, Officers may receive additional sick leave. Those paragraphs read as follows:

3. In the event the illness or injury is not service connected, said employee shall have his or her injury or illness reviewed by the City for the purpose of determining the injury or illness to be

major and thereby render the employee eligible for sick leave compensation in excess of either the yearly one hundred twenty (120) hours or accumulated sick leave which he or she may have exhausted, or if the City determines that the injury or illness requires convalescing. The sick leave shall not exceed one(1) year. In such event, said employee shall not have any accumulated sick time deducted.

All excused and notifications of illness shall be submitted to the City for its determination. Ordinary and nonconsecutive sick days after fifteen (15) days in any one year shall result in a loss of pay unless the employee uses his accumulated sick time.

However, in no event shall any employee not be compensated if he is sick or injured and requires convalescing, notwithstanding the nature of the illness or injury, or whether or not the employee has exhausted his yearly or cumulative sick time.

4. In order for an employee to be eligible for the benefits described in Section 3, he shall be a policeman commencing his fourth (4th) year employment.

(Joint Exhibit No. 1 at pgs. 23-24)

The City has proposed adding a provision to Article XXIX which provides that Police Officers hired after January 1, 1996 will be granted only one hundred (100) hours of sick leave per year. It also has proposed deleting paragraph 3 and paragraph 4 of Article XXIX of the Agreement.

The record demonstrates that the City's firefighters have agreed to a new hire sick leave provision identical to the City's

one hundred (100) hour new hire sick leave proposal. There is no evidence in the record which would justify awarding newly hired Police Officers a superior sick leave package. Therefore, City Police Officers hired after January 1, 1996 shall be granted one hundred (100) hours of sick leave per year.

There is, however, no persuasive evidence in the record concerning the statutory criteria which would justify deleting paragraphs 3 and 4 from Article XXIX. After all, even the City's evidence concerning comparability demonstrates that many major New Jersey cities which are comparable to Atlantic City, such as Elizabeth, Newark and Trenton, grant their police officers up to one year of sick leave. (City Exhibit No. 3A) Therefore, this aspect of the City's sick leave proposal shall not be awarded.

Currently, City Police Officers hired before January 1, 1985, receive two hundred (200) hours of paid vacation per year. (Joint Exhibit No. 1 at pgs. 26-27) City Police Officers hired on or after January 1, 1985, receive vacation benefits pursuant to the following schedule:

<b>First twelve (12) months</b>	<b>- One (1) day per month by anniversary date</b>
<b>Second year</b>	<b>- Sixteen (16) days per year</b>
<b>Third year</b>	<b>- Twenty (20) days per year</b>
<b>Fourth year</b>	<b>- Twenty-five (25) days per year</b>

(Joint Exhibit No. 1 at pg. 26)

The City has proposed that new hires be given fewer vacation days pursuant to the following schedule: "First year - 1 day per month of employment maximum 5 days; second year - 10 days; fifth

year - 15 days; tenth year - 20 days." (City Brief at pg. 7)

The record supports awarding the City some relief in the area of new hire vacation benefits, but not the extent of the relief proposed by the City. After all, the City and its firefighters recently agreed to the following new hire vacation schedule:

First through third year of employment:	12 days per year
Fourth year of employment:	16 days per year
Fifth year of employment:	20 days per year
Sixth year of employment and thereafter:	24 days per year.

There is no evidence in the record concerning the statutory criteria which supports awarding a less generous new hire vacation schedule to the city's Police Officers. Therefore, City Police Officers hired on or after January 1, 1999, shall be awarded vacation benefits pursuant to the following schedule:

First through third year of employment:	12 days per year
Fourth year of employment:	16 days per year
Fifth year of employment:	20 days per year
Sixth year of employment and thereafter:	24 days per year.

The City has proposed deleting Article XXXIII of the Agreement, which reads as follows: **"Should any representing units employed by the City be awarded or shall they negotiate a prepaid legal plan, then P.B.A. Local No. 24 shall be entitled to have such as well."** (Joint Exhibit No. 1 at pg. 28) This proposal is not supported by the record evidence concerning the statutory criteria. Therefore, it shall not be awarded.

Article XXXIX of the Agreement currently reads as follows

ARTICLE XXXIX

P.B.A. PRESIDENT

The P.B.A. President will be detailed to work Monday through Friday from 9:00 a.m. to 5:00 p.m. shift.

1. He will help establish and maintain a good employer/employee relationship in the Department.

2. Office space, if available and practicable, shall be provided for use.

3. He shall sign in at the beginning of his shift and out at its end in the Chief of Police Office.

4. He shall keep the Office of the Chief of Police informed of his whereabouts during the shift.

5. Arbitrator, Herbert L. Haber, will retain jurisdiction over any issues which may arise with respect to the implementation or continuation of this Article.

(Joint Exhibit No. 1 at pg. 33)

The City has proposed deleting Article XXXIX from the Agreement.

This proposal also is not supported by the record evidence concerning the statutory criteria. However, I am persuaded by the state of the record before me that the Association President must be available to the Chief of the Department for urgent public safety needs. Thus, paragraph 4 of Article XXXIX shall be so amended. I also am persuaded that additional disputes between the parties concerning Article XXXIX may have to be resolve during the term of the awarded Agreement. Therefore, with the prior consent

of the parties, I find that I shall retain jurisdiction over those disputes pursuant to paragraph 5 of Article XXXIX.

Currently, the Agreement's bereavement leave provision reads as follows:

**ARTICLE XIII**

**SPECIAL LEAVES**

\* \* \*

**B. Funeral Leave**

An officer shall be entitled to five (5) working days of paid leave in the event of the death of a member of the officer's "immediate family". The "immediate family" shall include: wife, husband, children, parents, grandparents, sisters, brothers, brothers- and sisters-in-law, mother- and father-in-law, and individuals living in the officer's household even if not a relative. In the event of the death of all other relatives, the officer shall be entitled to one (1) working day of leave to attend the funeral service. Upon submission of proof, an additional two (2) working days of paid leave shall be granted for out-of-state travel of 250 miles or more round trip.

(Joint Exhibit No. 1 at pgs. 9-10)

The Association has proposed modifying this provision by changing calendar days to work days and by adding an additional two (2) days for travel of more than two hundred and fifty (250) round trip miles for viewing and funerals. These proposals are reasonable. Therefore, they shall be awarded.

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. Any specific proposal not awarded, herein, is explicitly rejected.

## **AWARD**

### **1. TERM**

The Agreement shall have a term of January 1, 1996 through December 31, 2002.

### **2. WAGES**

January 1, 1996	0% across-the-board
January 1, 1997	0% across-the-board
January 1, 1998	4% across-the-board
January 1, 1999	5% across-the-board
January 1, 2000	3.6% across-the-board
January 1, 2001	3.5% across-the-board
January 1, 2002	3.4% across-the-board

The differential between Sergeants and top step Police Officers shall be reformulated by granting Sergeants the same annual wage increases as have been awarded to the City's Police Officers.

### **3. CATASTROPHIC HEALTH INSURANCE COVERAGE**

Effective January 1, 2001, catastrophic health insurance coverage for the City's Police Officers shall be increased to three hundred and fifty thousand dollars (\$350,000) per event.

Effective January 1, 2002, catastrophic health insurance coverage for the City's Police Officers shall be increased to four hundred thousand dollars (\$400,000) per event.

### **4. SHIFT DIFFERENTIAL**

Effective January 1, 2001, the shift differential paid to City Police Officers on the 4:00 p.m. to 12:00 a.m. shift and the 12:00



a.m. to 8:00 a.m. shift shall be increased by fifty dollars (\$50).

Effective January 1, 2002, the shift differential paid to City Police Officers on the 4:00 p.m. to 12:00 a.m. shift and the 12:00 a.m. to 8:00 a.m. shift shall be increased by an additional fifty dollars (\$50).

**5. TERMINAL LEAVE WITH PAY**

Plan B of Article XIX of the Agreement shall be amended to read as follows:

PLAN "B" - Accumulated sick leave lump sum payment. Lump sum shall be compensated at the full rate of pay in effect at the time of employee's retirement. It shall be paid upon retirement; or, at the exclusive option of the employee, over a four (4) year period beginning in the year of retirement. Employees who elect to receive the four (4) year payout shall receive their terminal leave benefits in four (4) equal payments with the last payment made on or before the fourth anniversary date of an employee's retirement.

**6. DETECTIVE AND BOMB TECHNICIANS DIFFERENTIAL**

The title of Article XXIII of the Agreement shall be changed from "Detective and Bomb Technicians Differential" to "Officers Assigned to Plainclothes Detail."

**7. SICK LEAVE**

Police Officers hired after January 1, 1996 shall be granted one hundred (100) hours of sick leave per year.

**8. VACATIONS**

Police Officers hired on or after January 1, 1999, shall be awarded vacation benefits pursuant to the following schedule:

First through third year of employment: 12 days per year

Fourth year of employment: 16 days per year

Fifth year of employment: 20 days per year  
Sixth year of employment and thereafter: 24 days per year.

**9. P.B.A. PRESIDENT**

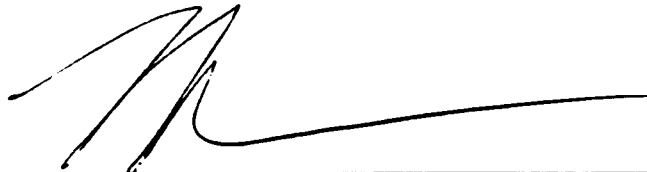
Article XXXIX, paragraph 4, of the Agreement shall be amended to read as follows: "He shall keep the Office of the Chief of Police informed of his whereabouts during the shift and shall be available to the Chief for urgent public safety needs."

Article XXXIX, paragraph 5, of the Agreement shall be amended to read as follows: "Arbitrator Martin F. Scheinman, Esq., will retain jurisdiction over any issues which may arise with respect to the implementation or continuation of this article."

**10. BEREAVEMENT LEAVE**

Article XIII, Section B, of the Agreement shall be modified by changing calendar days to work days and by adding an additional two (2) days for travel of more than two hundred and fifty (250) round trip miles for viewing and funerals.

March 27 1999.



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Martin F. Scheinman, Esq.,  
Interest Arbitrator

On this 22 day of March 1999, 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

Diane M. Falzon  
Registration No. 01FA5073646  
County of Nassau  
Expires March 3, 2001

