

**STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of Interest Arbitration Between	:	
	:	
BOROUGH OF SURF CITY	:	INTEREST ARBITRATION
"the Borough"	:	DECISION
	:	AND
and	:	AWARD
	:	
N.J. STATE PBA LOCAL 175 (Surf City)	:	Docket No. IA-2001-059
"the PBA"	:	

Before: Robert M. Glasson, Arbitrator

APPEARANCES

FOR THE BOROUGH:

Matthew A. Leahey, Esquire
Of Counsel
Robert A. Greitz, Esq.
On the Brief
Citta, Holzapfel, Zabarsky, Leahey & Simon

FOR THE PBA:

Myron Plotkin, Consultant
Schaffer, Plotkin & Waldman

Background & Procedural History

The Borough of Surf City (the "Borough") and Surf City PBA Local 175 (the "PBA") are parties to a collective bargaining agreement (the "CBA") which expired on December 31, 2000. Upon expiration of the CBA, the parties engaged in negotiations for a successor agreement. Negotiations reached an impasse, and the parties mutually filed a petition with the New Jersey Public Employment Relations Commission ("PERC") on February 26, 2001 requesting the initiation of compulsory interest arbitration. The parties followed the arbitrator selection process contained in N.J.A.C. 19:16-5.6 that resulted in my mutual selection by the parties and my subsequent appointment by PERC on March 22, 2001 from its Special Panel of Interest Arbitrators.

I met with the parties in voluntary mediation sessions on May 16, 2001, June 29, 2001, July 30, 2001 and November 7, 2001. During these sessions, all of the open issues were resolved with the exception of the issue relating to work schedules. Additional efforts at voluntary resolution of the work schedule issue were unsuccessful and an additional mediation session was held on October 22, 2002. Progress was made at the October 22nd session but an agreement was not concluded on the work schedule issue. The parties agreed to execute a CBA retroactive to January 1, 2001 to continue through December 31, 2004 implementing all of the other agreed-upon terms and conditions of employment. The CBA was executed by the parties in May 2003.

The language of the new CBA provided that the work schedule issue would be decided by conventional arbitration. The parties agreed to waive a formal hearing and submitted briefs in support of their respective positions. The record was closed upon receipt of the briefs on October 15, 2003. Additional settlement discussions were held between the parties following the submission of the briefs. The Borough advised me on March 30, 2004 that the settlement discussions were unsuccessful.

This proceeding is governed by the Police and Fire Public Interest Arbitration Reform Act, P.L. 1995, c. 425, which was effective January 10, 1996. While that Act, at N.J.S.A. 34:13A-16f(5), calls for the arbitrator to render an opinion and award within 120 days of selection or assignment, the parties are permitted to agree to an extension.

The parties did not agree upon an alternate terminal procedure. Accordingly, the terminal procedure is conventional arbitration. The arbitrator is required by N.J.S.A. 34:13A-16d(2) to "separately determine whether the net annual economic changes for each year of the agreement are reasonable under the eight statutory criteria in subsection g. of this section."

The criteria require an arbitrator, when issuing a binding opinion and award after the completion of formal hearings, to make a reasonable determination of the issues in dispute giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8) which I find relevant to the resolution of the negotiations. I am also required to indicate which of those factors are deemed relevant, satisfactorily explain why the other factors are not relevant, and provide an analysis of the evidence on each relevant factor. These factors, commonly called the statutory criteria, are as follows:

- (1) The interests and welfare of the public. Among the items the arbitrator or panel of arbitrators 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) Comparison of the wages, salaries, hours, and condition of employment of the employees involved in the arbitration proceedings with the wages, hours and condition of employment of other employees performing the same or similar services 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 jurisdictions, as determined in accordance with section 5 of P.L. 1995, c. 425 (C. 34:13A-16.2); provided, however, 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, salary, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.
- (4) Stipulations of the parties.
- (5) The lawful authority of the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by the 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 municipality, the arbitrator or panel of arbitrators 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 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 on 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 its proposed local budget.

- (7) The cost of living.
- (8) The continuity and stability of employment including seniority rights and such 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.

FINAL OFFERS OF THE PARTIES

PBA LOCAL 175's FINAL OFFER

C. DAILY WORK HOURS

1. Schedule Posting

Work schedules showing the employee's shifts, workdays and hours shall be posted at least two (2) weeks prior to the effective date of said schedule and shall cover a period of at least the following sixty (60) calendar days and remain in effect for such sixty (60) days. Such schedule is subject to change with a thirty (30) day notice of such change except in the case of emergency. A change in the schedule shall not occur to avoid the payment of overtime. An individual patrolman's shifts shall remain constant for at least a two (2) week period and shall allow for at least ten (10) hours of off-duty time between the time an officer's shift is over and his next shift is to commence. Overtime work shall not be affected by this ten (10) hour minimum off-duty time. Schedule changes may occur in order to provide mandatory training for officers necessary to maintain their PTC Certification,

2. Work Shift

Each work shift shall consist of eight (8) hours of work, depending on the work shift election chosen pursuant to Article VI, paragraph A.1, inclusive of a 30-minute lunch/dinner period. In addition, each patrolman shall be entitled to two (2) fifteen (15) minute breaks during the daily work shift. These breaks may be taken consecutively with lunch/dinner, and notification of such usage will be given to the Shift Supervisor and subject to approval in consideration of operational necessities. All employees shall be scheduled to work on a regular basis and shall be advised of regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of Article V of this Agreement.

BOROUGH'S FINAL OFFER

C. DAILY WORK HOURS

1. Schedule Posting

Work schedules showing the employee's shifts, workdays and hours shall be posted at least two (2) weeks prior to the effective date of said schedule and shall cover a period of at least the following sixty (60) calendar days and remain in effect for such sixty (60) days. Such schedule is subject to change with a thirty (30) day notice of such change except in the case of emergency. A change in the schedule shall not occur to avoid the payment of overtime. Schedule changes may occur in order to provide mandatory training for officers necessary to maintain their PTC Certification.

2. Work Shift

Each work shift shall consist of eight (8) hours of work, depending on the work shift election chosen pursuant to Article VI, paragraph A.1, inclusive of a 30-minute lunch/dinner period. In addition, each patrolman shall be entitled to two (2) fifteen (15) minute breaks during the daily work shift. These breaks may be taken consecutively with lunch/dinner, and notification of such usage will be given to the Shift Supervisor and subject to approval in consideration of operational necessities. All employees shall be scheduled to work on a regular basis and shall be advised of regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of Article V of this Agreement.

ARGUMENTS OF THE PARTIES

The PBA and the Borough have submitted identical final offers on the work schedule issue with the exception of the following language submitted by the PBA:

An individual patrolman's shifts shall remain constant for at least a two (2) week period and shall allow for at least ten (10) hours of off-duty time between the time an officer's shift is over and his next shift is to commence.

The 1998-2000 predecessor CBA provided the following work scheduled language:

C. DAILY WORK HOURS

1. Schedule Posting

Work schedules showing the employee's shifts, workdays and hours shall be posted at least two (2) weeks prior to the effective date of said schedule and shall cover a period of at least the following sixty (60) calendar days. Such schedule is subject to change with a two (2) week notice of such change except in the case of emergency.

2. Work Shift

Each work shift shall consist of eight (8) hours of work, depending on the work shift election chosen pursuant to Article IV, paragraph A.1, inclusive of a 30-minute lunch/dinner period. In addition, each patrolman shall be entitled to two (2) fifteen (15) minute breaks during the daily work shift. All employees shall be scheduled to work on a regular shift and shall be advised of regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of Article III of this Agreement.

PBA's Position

The PBA asserts that its work schedule proposal will provide an officer with a stable work schedule and therefore a more stable personal life. The PBA contends that constant changes in an officer's work schedule can only serve to cause instability in an officer's personal life. The PBA submits that this instability has contributed to low morale within the ranks and points out that the PBA rejected a proposal to fold in holiday pay for a higher

salary increase. The PBA contends that this rejection was based on an officer's need to have more stability in the work schedule and additional time off. The PBA maintains that its proposal is founded on a need for officers to have more time off with their families with increased stability in their work schedules — it is clearly more important to know what hours and days they will be working in advance to plan time with their family.

The PBA contends that the practice of last-minute notification of shift changes and assignments coupled with working different shifts within a defined period is only used by the Borough to avoid overtime compensation. The PBA contends that little consideration is given to any plans an officer may have made with his family based on the original posted work schedule.

The PBA maintains that its work schedule proposal will have minor financial impact on the Borough. While the PBA acknowledges that there may be some impact relating to overtime costs in order to maintain staffing levels, it points out that these costs are controlled by the Borough which has the managerial prerogative to establish staffing levels. The PBA asserts that its work schedule proposal will not have an adverse impact on the Borough taxpayers.

The PBA submits that the interests and welfare of the public are best served by a well-compensated police department which enjoys high morale. The PBA further asserts that the interests and welfare of the public are well served by the continued maintenance of an experienced, well trained, professional police force, which as a result of high morale, is motivated to continue the productive performance of the activities performed by a police officer. The PBA submits that productivity and high morale are achieved and maintained when police officers receive adequate compensation for their training, experience, education

and unique responsibilities and have a work schedule that permits orderly planning of their personal and family commitments and obligations. The PBA contends that morale is at an all time low due to the unpredictable work schedules that are changed on short notice.

The PBA asserts that continuity and stability of employment will be enhanced by the implementation of its work schedule proposal. The PBA reiterates its earlier assertion that its rejection of holiday fold-in and acceptance of a lower salary increase for additional time off is indicative of the need to have a stable and fixed work schedule. The PBA contends that the current work schedule will create additional turnover within the department which is inconsistent with the goal of maintaining continuity and stability in the work force.

Borough's Position

The Borough proposes the continuation of the current work schedule. The Borough contends that the PBA's proposed work schedule will limit the Borough's current flexibility. The Borough submits that this flexibility is needed to meet the needs of the department and to provide for the safety and protection of the Borough residents.

The Borough contends that the continuation of the current work schedule will ensure that the necessary manpower is available to provide coverage on all of the shifts and that the Borough has the optimum number of officers on duty at the most crucial times.

The Borough notes that while the work schedule language in the CBA currently requires the work schedule to be posted for a sixty-day period, the actual practice is to post and maintain the work schedule for approximately four months. These four-month blocks include the more active summer months with the remaining eight months broken into two other four-month blocks. The Borough notes that while this is not a contractual requirement, this four-month block system is used to ensure that officers know their schedule well in

advance and to avoid the necessity of posting the same schedule every sixty days. The Borough submits that the officers are fully aware of their individual schedules since they have "steady" shifts for four months with changes occurring only three times per year.

The Borough asserts that three statutory criteria are relevant:

1. The interests and welfare of the public.
2. The financial impact on the governing unit, its residents and taxpayers.
3. The continuity and stability of employment.

The Borough contends that any change in the current work schedule will have a severe impact upon its ability to ensure proper scheduling at the most crucial times and that implementation of the PBA's proposed schedule changes will increase the Borough's costs. The Borough notes that the need for work schedule flexibility is driven by the small police force in a resort community of approximately 1,500 residents. The Borough contends that with such a small work force it is extremely difficult for the Borough to schedule constant work shifts for two-week minimums without adversely affecting the operations of the department and the quality of the police protection. The Borough contends that the objective in scheduling is to attempt to have at least two officers scheduled to be on duty at the most crucial times. The Borough contends that the PBA's proposal of a two-week steady shift with ten hours off between shifts would mean that some shifts would be overstaffed with three to four officers and others would be staffed with only one officer. The Borough submits that the PBA's proposal does not take into account holidays, busy weekends, special events, vacation time, school year or other circumstances which would warrant a different schedule.

The Borough notes that the current flexibility permits it to schedule two full-time officers per shift during the summer months supplemented by part-time "special" officers. The Borough contends that the current schedule provides more experienced officers on each shift and that the PBA's proposal would provide for only one full-time, experienced officer on some shifts. The Borough contends that this results in improper staffing with certain shifts overstaffed and other shifts understaffed.

The Borough further contends that the PBA's proposed work schedule would also result in improper staffing during the winter months with certain shifts overstaffed and other shifts understaffed. The Borough maintains that the PBA's proposed work schedule would be harmful to the Borough and the public since it would be forced to have understaffed shifts when maximum coverage is essential, and have overstaffed shifts when a minimal force is required.

The Borough disputes the PBA's contention that more stability is needed pointing out that currently the schedules are posted for four-month periods giving the officers more than sufficient advance notice of their future work schedules. The Borough asserts that the needs of its residents require continued flexibility and that requiring the Borough to endure situations with understaffed shifts at crucial times and overstaffed shifts at unnecessary times would be contrary to good policing practices.

The Borough contends that the interests and welfare of the public are best served by continuing the current work schedule practice which permits the Borough to schedule officers at the most crucial times. The Borough further contends that the current work schedule is the most cost effective noting that implementation of the PBA's proposed work schedule would result in the creation of a wasteful practice with additional officers scheduled on shifts requiring lower manning. The Borough contends that the implementation of the

PBA's proposed work schedule would require the hiring of additional part-time officers at additional cost to the Borough.

The Borough asserts that the continuity and stability of employment is maintained by the continuation of the current work schedule. The Borough contends that implementation of the PBA's proposed work schedule would not permit the department to schedule two officers at crucial times and that the hiring of additional part-time, less experienced officers will provide less stability than currently exists. The Borough argues that part-time officers have historically been used to supplement shifts during peak times but not to be used as substitutes for more experienced officers. The Borough submits that using part-time officers as substitutes for full-time, experienced officers promote instability and uneasiness within the community.

In summary, the Borough submits that the application of the statutory criteria favors the continuation of the current work schedule.

Discussion and Analysis

The arbitrator is required to decide a dispute based on a reasonable determination of the issues, giving due weight to the statutory criteria which are deemed relevant. Each criterion must be considered and those deemed relevant must be explained. The arbitrator is also required to provide an explanation why any criterion is deemed not to be relevant.

I have carefully considered the evidence as well as the arguments of the parties. I have examined the evidence in light of the statutory criteria. This is a narrow dispute with only one issue before me. The parties did not submit evidence on all of the statutory criteria since work schedule issues do not implicate all of the statutory criteria.

The parties related the evidence and arguments regarding the criteria primarily to its offer and to that of the other party. I shall not do so because, in this conventional proceeding, I have the authority and responsibility to fashion a conventional arbitration award unlike the prior statute which required an arbitrator to select the final offer of one party or the other on all economic issues as a package and then to justify that selection.

A governing principle that is traditionally applied in the consideration of wages, hours and conditions of employment is that a party seeking a change in an existing term or condition of employment bears the burden of demonstrating a need for such change. This burden falls squarely on the PBA.

The interests and welfare of the public require the arbitrator to balance a number of considerations. These considerations traditionally include the Employer's desire to provide the appropriate level of governmental services and to provide those services in the most cost effective way, taking into account the impact of these costs on the tax rate. On the other hand, the interests and welfare of the public requires fairness to employees to maintain labor harmony and high morale and to provide adequate compensation levels in order to attract and

retain the most qualified employees. It is axiomatic that reasonable levels of compensation and good working conditions contribute to a productive and efficient work force and to the absence of labor unrest. The work of a Police Officer is undeniably and inherently dangerous. It is stressful work and is clearly subject to definite risks. Police Officers are certainly aware of this condition of employment. This is a given which is usually balanced by the appropriate level of increases in compensation to be received by a Police Officer from one contract to the next.

I agree with the analysis provided by Arbitrator Jeffrey B. Tener in an interest arbitration award in Cliffside Park. Arbitrator Tener's analysis:

"The arbitrator is required to strike an appropriate balance among these competing interests. This concept has been included in the policy statement of the amended interest arbitration statute. N.J.S.A. 34:13A-14 refers to the 'unique and essential duties which law enforcement officers . . . perform for the benefit and protection of the people of this State' and the life threatening dangers which they confront regularly. The arbitration process is intended to take account of the need for high morale as well as for the efficient operation of the department and the general well-being and benefit of the citizens. The procedure is to give due respect to the interests of the taxpaying public and to promote labor peace and harmony."

(In the Matter of the Borough of Cliffside Park and PBA Local 96, PERC Docket No. IA-98-91-14, page 45.)

The New Jersey Supreme Court in Hillsdale determined that the interests and welfare of the public must always be considered in the rendering of an interest arbitration award and that an award which failed to consider this might be deficient. The Borough and the PBA stipulated that the statutory criteria under N.J.S.A. 34:13A-16(g)(5)(6) are not implicated in this matter. The parties waived the submission of evidence, testimony and argument regarding the CAP Law and statutory factors (g) (5) and (6). The parties stipulated that while overall economic impact on a municipality is always a factor, neither proposal would have an adverse impact on the governing body, its residents or taxpayers. I find that the terms of

this Award will not cause an adverse financial impact on the Borough, its residents or taxpayers nor do the terms conflict with the lawful authority of the Borough.

I shall now discuss the scheduling with respect to the interests and welfare of the public factor. It is undisputed that the burden on a shift schedule issue is on the party seeking to change the status quo. The PBA, in seeking to change the existing work schedule bears a very high burden. Several arbitrators have commented on this burden. Interest Arbitrator Jeffrey Tener, in denying the Township of North Bergen's proposal to change the existing 24/72-hour work schedule back to a 10/14-hour work schedule, found:

"The party seeking to change the status quo, particularly on an issue as important as the work schedule, bears a very heavy burden." (C-1, 18.)

In Passaic, Arbitrator Joel Weisblatt, denied the PBA's schedule change proposal, noting that the party seeking to alter the work schedule bears a "very heavy burden." (City of Passaic and Passaic PBA Local 14, Docket No. IA-99-6 at 36.)

The Public Employment Relations Commission ("PERC") has also discussed the issue of "burden" in interest arbitration matters:

"Where an appeal does challenge an arbitrator's ruling on a non-salary proposal to change an employment condition, we will consider whether the arbitrator applied the traditional arbitration principle that the party proposing a change must justify it. . . . Application of that standard is particularly important where, as here, one party proposes to change a work schedule that has been in effect since 1970 and has implications for the overall management and operations of the fire department.

* * *

Therefore, before awarding a major work schedule change, an arbitrator should carefully consider the fiscal, operational, supervision and managerial implications of such a proposal, as well as its impact on employee morale and working conditions. (Township of Teaneck, 23 NJPER 450 ¶3019 1999 at 454-55.)

I note that when this matter was briefed, the PBA was seeking a major change from eight-hour shifts to ten-hour shifts. This proposal would have modified the current eight-hour "5/2" schedule to a ten-hour "4/3" schedule. The PBA subsequently modified this position to a work schedule proposal that continues the current contract language with the addition of the following language:

An individual patrolman's shifts shall remain constant for at least a two (2) week period and shall allow for at least ten (10) hours of off-duty time between the time an officer's shift is over and his next shift is to commence.

The PBA, in its final offer, withdrew its proposal for ten-hour shifts and introduced two new elements into the current work schedule. I shall address these two elements separately.

As stated above, the PBA bears A heavy burden in this matter. While the parties agreed to submit the work schedule issue to interest arbitration, it should be noted that the PBA negotiated significant changes in the work schedule in this round of bargaining which the Borough implemented. The parties agreed to implement all other terms of the 2001-2004 CBA to include annual 4% salary increases and certain work schedule changes. These work schedule changes were implemented to satisfy the PBA's legitimate concerns that it did not have a stable work schedule that it could rely on to plan their personal and family activities. These concerns resulted in the following additional language being added to provide more stability in the work schedule.

First, the old language provided that work schedules "cover a period of at least sixty days" whereas the new language provides that work schedules "cover a period of at least sixty days" and "remain in effect for sixty days".

Second, the new work schedule language states that "such schedule is subject to change with a thirty (30) day notice of such change except in the case of emergency." This

is a significant improvement over the prior contract which required only a "two-week notice" before they could make a change in the schedule.

Third, the PBA proposed and the Borough accepted new work schedule language that states that a "change in the schedule shall not occur to avoid the payment of overtime." This is another significant improvement over the terms of the prior work schedule language.

These three changes improved the prior work schedule language providing more stability in the work schedule and must be considered in analyzing the PBA's proposal for additional changes in the work schedule language.

The first element in the PBA's proposal provides that an individual patrolman's shifts shall remain constant for at least a two-week period. This means that an officer assigned to the 1st shift (7:00 a.m. to 3:00 p.m.) would be assigned to the 1st shift for ten work days. While I recognize that awarding the PBA's proposal would provide a more regular work shift, I do not believe that this can be accomplished in a department with only nine officers. Small departments need more flexibility in scheduling due to a variety of factors including coverage for sick officers, officers taking personal days and short-term vacation requests. Scheduling is also made more difficult in assigning officers to shifts requiring additional manpower and providing the needed flexibility to permit officers to take their contractual days off. This includes vacation days, sick days, personal and compensatory days. Mandatory training must be provided which also conflicts with the PBA's constant two-week shift proposal.

The PBA, in its argument, pointed out that additional time off was the reason that it rejected the Borough's holiday payment proposal. Unfortunately, the PBA's rejection of this proposal means that police officers are working fewer days in Surf City than other

communities. Most police officers in New Jersey are paid for holidays and therefore are required to work up to fourteen additional days as a "trade-off" for payment of these holidays. Surf City police officers currently receive thirteen holidays which means that there are more than one hundred additional shifts that need to be covered by other police officers. The PBA's agreement to this proposal would have increased productivity making it easier to provide stability in the work schedule. The PBA cannot have it both ways. It chose not to work additional days which would have made it easier to provide stability in the work schedule.

The PBA has not met its burden to justify its proposed change in the existing work schedule language. Therefore, the PBA's two-week shift proposal is denied.

The second element of the PBA's proposal is to "allow for at least ten (10) hours of off-duty time between the time an officer's shift is over and his next shift is to commence." The PBA's proposal provides that "overtime work shall not be affected by this ten (10) hour minimum off-duty time." The PBA's proposal essentially means that an officer scheduled to work the first shift (7:00 a.m. to 3:00 p. m.) could not be scheduled to work the second or third shifts within a twenty-four-hour period. This language would not limit the Borough's ability to assign an officer to either a second or third shift in the same week on another day.

The PBA's proposal has merit. The ten-hour requirement would permit an officer a sufficient amount of time between shifts to get the necessary rest needed to avoid fatigue on the job. Fatigue is an extremely important consideration since it directly impacts on the delivery of effective police services and the safety of police officers and the public. A fatigued police officer is not an effective police officer. An eight-hour period would not permit adequate time to travel to and from home and get the sleep needed to return to work

refreshed and alert. The *interests and welfare of the public* and *continuity and stability of employment* factors support a finding in favor of the PBA's proposal. Neither the Borough nor its residents receive adequate police protection when an officer is required to return to work without adequate rest.

Accordingly, I award the PBA's proposal to "allow for at least ten (10) hours of off-duty time between the time an officer's shift is over and his next shift is to commence." The "ten-hour off duty" requirement shall be implemented in the posting of the next work schedule pursuant to Article XIV, Section C.1 of the current CBA.

AWARD

ARTICLE VI WORK SCHEDULE

C. DAILY WORK HOURS

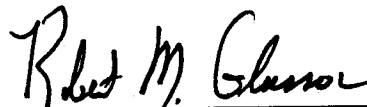
1. Schedule Posting

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2. Work Shift

Each work shift shall consist of eight (8) hours of work, depending on the work shift election chosen pursuant to Article VI, paragraph A.1, inclusive of a 30-minute lunch/dinner period. In addition, each patrolman shall be entitled to two (2) fifteen (15) minute breaks during the daily work shift. These breaks may be taken consecutively with lunch/dinner, and notification of such usage will be given to the Shift Supervisor and subject to approval in consideration of operational necessities. All employees shall be scheduled to work on a regular basis and shall be advised of regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of Article V of this Agreement.

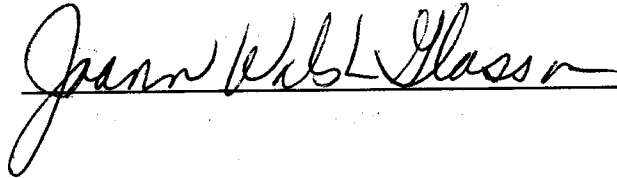
Dated: April 7, 2004
Pennington, NJ



ROBERT M. GLASSON
ARBITRATOR

STATE OF NEW JERSEY) ss.:
COUNTY OF MERCER)

On this 7th day of April 2004, before me personally came and appeared ROBERT M. GLASSON, to me known and known by me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

A handwritten signature in cursive script, reading "Joann Walsh Glasson", written over a horizontal line.

Joann Walsh Glasson
Notary Public
State of New Jersey
Commission Expires 12-11-06