

testimony and proofs and to examine and cross-examine witnesses.
The parties waived a transcript.

APPEARANCES

For the City:

Caesar Guazzo, Esq. - Counsel

For the UFA:

Michael Axelrod, Esq.	- Counsel
Stanley M. Samuels	- President, UFA
Thomas J. Mulligan	- Vice-President, UFA
George Magee	- Secretary, UFA

CRITERIA FOR DETERMINATION

AS a basis for arriving at a just and reasonable determination of the matters in dispute, the arbitrator took into consideration, in addition to any other relevant factors, the following:

(a) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities:

(b) the interest and welfare of the public and the financial ability of the public employer to pay;

(c) comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

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

ISSUES IN DISPUTE

At the commencement of negotiations the UFA submitted a list of forty-three (43) demands for revisions to the agreement between the parties. The City submitted seven (7) counter-proposals.

Of the UFA demands, the following numbered demands were withdrawn:

Numbers 8, 13, 15, 16, 25, 31, 33, 34

The following numbered demands were agreed upon by the parties:

24, 28, 35, 37, 40, 43

All the remaining demands were submitted to the Arbitrator as unresolved issues.

RELATIONSHIP HISTORY

Long Beach is located on the south shore of Long Island, 20 minutes by automobile from J.F.K. International Airport and 50 minutes via the Long Island Railroad from midtown Manhattan.

A population of 33,221 resides within the 5 square mile area of Long Beach. The population swells to about 100,000 in the summer months because of its resort attraction.

The Fire Department encompasses 24 paid firemen, 95 volunteers operating in three firehouses with 16 pieces of equipment.

4.

The pressure on Fire Department is increased in the summer months as a result of the increased summer population.

In addition, as the City advances in its program of Downtown Investment, Oceanfront Development, Housing Improvement and Development of Community Facilities, the vast investments in these physical facilities present additional responsibilities to the Fire Department.

The City Manager's message to the Long Beach Community emphasizes the constructive activities undertaken by the City to enhance the quality of life for all its residents.

As a result of this positive view and outlook, the relations between the City and UFA have gone through a metamorphosis from strained and difficult to increased harmony and cooperation. Not the least responsible for this positive change is the enormous improvement in the City's financial condition and its important debt reduction.

The UFA emphasized that the benefits in the Long Beach PBA Agreement with the City were substantially better than those in the UFA Agreement which disparity should be reduced. In 1977, the UFA accepted a salary freeze in recognition of the City's financial difficulties.

EXECUTIVE SESSION

The arbitrator met in executive session with attorneys for the parties during which session each of the unresolved items in dispute were reviewed. Based on this review and evaluation,

together with consideration of all the proofs and arguments submitted by the parties and considering the criteria presented hereinabove, the Arbitrator Awards as under:

AWARD OF THE ARBITRATOR

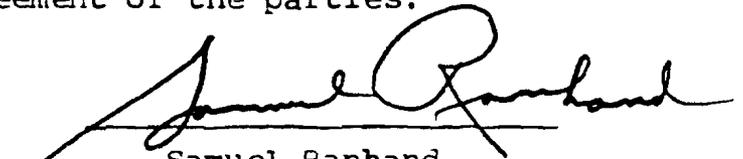
Based on the foregoing, following is the Arbitrator's Award:

1. The base pay of each member of the bargaining unit shall be increased by six percent (6%) effective July 1, 1981
2. As of January 1, 1982, the base pay as adjusted in (1) above shall be increased by two percent (2%).
3. As of July 1, 1982, the base pay as adjusted in (2) above shall be increased by five percent (5%).
4. As of January 1, 1983 the base pay as adjusted in (3) above shall be increased by four percent (4%).
5. The duration of the Agreement shall be two years commencing with July 1, 1981 and ending June 30, 1983.
6. Effective July 1, 1982, the beginning of the second year of the Agreement, the meal allowance which is currently \$5,000 per year shall be increased by \$1,000 per year so that the total annual meal allowance shall be \$6,000.

Considering that this sum provides meals for 23 people, erosion in the old allowance caused

by the invidious inflationary process would suggest that the modest increase awarded is warranted.

- 7. All issues in dispute not addressed directly by this Award are hereby denied.
- 8. All articles and provisions contained in the Agreement between the parties which expired June 30, 1981 shall be continued in full force and effect in the new Agreement for the duration as indicated herein, except as modified by this Award or by mutual agreement of the parties.


 Samuel Ranhand
 Arbitrator

DATED: January 25, 1982

STATE OF NEW YORK }
 COUNTY OF QUEENS }

On this 25th day of January, 1982, before me came Samuel Ranhand to me known to be the individual who executed the foregoing instrument and acknowledged that he executed same.


 ETHEL RANHAND
 Commissioner of Deeds
 New York - No. 4 1174
 Commission Expires March 6, 1982