

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Interest Arbitration Between:

SOMERSET COUNTY SHERIFF'S OFFICE

AND

SOMERSET COUNTY SHERIFF'S FOP, LODGE #39

Docket No. IA-97-52

BEFORE: ERNEST WEISS, ARBITRATOR

APPEARANCES :

FOR THE FOP:

RICHARD D. LOCCKE, ESQ.
LOCCKE & CORREIA

FOR THE COUNTY:

JUDITH A. BABINSKI, ESQ.
BIVONA, COHEN, KUNZMAN,
COLEY, YASPIN, BERNSTEIN
AND DiFRANCESCO.

PRELIMINARY STATEMENT

The above parties are signatories to a Collective Bargaining Agreement for the term of January 1, 1992 through December 31, 1994. The bargaining Unit consists of all Sheriff's Officers not including Superior Officers, Correction Officers or members of the Identification Bureau.

Since the parties were unsuccessful in negotiating a successor agreement, I was designated to serve as Interest Arbitrator in accordance with the rules of the Public Employment Relations Commission. Prior to my arrival the parties engaged in a series of collective bargaining sessions and were successful in resolving some outstanding issues. Initially I attempted to mediate the remaining disputes in order to help resolve the outstanding issues voluntarily. All the remaining issues except wage increases were eventually resolved by the parties. The parties also agreed that the duration of the new Agreement will be for four years. From January 1, 1995 through December 31, 1998. It was stipulated by the parties that the only remaining issue before me is the question of the amount of wage increase.

As a result, I convened a formal Arbitration session on February 6, 1998. During the formal hearing the parties were afforded the opportunity to present documents, testimony and argument in support of their respective position. The

proceedings were transcribed and the parties were also afforded the opportunity to submit post hearing briefs which I thoroughly considered.

Since the parties failed to agree upon an alternative form of submission, I am mandated by statute to decide the outstanding issue with conventional authority and in accordance with the statutory criteria which is as follows:

STATUTORY CRITERIA

The Statute requires the arbitrator to: 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 interest 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, salaries hours, and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing the same or similar service 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 jurisdiction, as determined in accordance with section 5 of P.L. 1995, c. 425 (C.34:13A-16.2); provided, however that each party shall have the right too 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 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 the 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 dispute in which the public employer is a count or a municipality, the arbitrator or panel of arbitrators shall take into account, to the extent that evidence is introduced, how the award will effect 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 employee' 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 taxpayer 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 © 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. (N.J.S.A. 34:13A-16g)

FINAL PROPOSAL OF THE FOP

The FOP presented 1 economic issue as follows:

1. Wage Increase- A 6% across the board increase at each rank, step and position covered by the agreement in each of the four contract years.

As stated above both parties agreed to a four year agreement to run from January 1, 1995 through December 31, 1998

There were no non-economic issues presented by the FOP therefore, it merely seeks to have the present Agreement continue with the agreed upon changes and housekeeping modifications such as adjustments of dates and rates.

FINAL PROPOSAL OF THE COUNTY

The county proposes a 3% wage increase across the board for every Sheriff's Officer in each of the four contract years.

THE POSITION OF THE PARTIES

Each party argued their respective positions in accordance with the statutory criteria. Their relevant positions are hereby summarized.

The Interest and Welfare of the Public

The FOP argued that the Somerset County Sheriff's Office is a full service law enforcement agency with powers and jurisdiction indistinguishable from municipal and county police departments. They have full jurisdiction and law enforcement authority in New Jersey. Additionally, the FOP pointed out that the Sheriff's Officers have a separate statute providing specified duties. Furthermore, the Sheriff has the constitutional authority to issue Special Orders and "SOPs" involving special duties and responsibilities. The FOP stressed that the 6 page job description for the Sheriff's Officers, Exhibit U2, vividly describes the extensive duties and responsibilities of the Sheriff's Officers.

The FOP argued further that the interest and welfare of the public is well served by this highly productive force which backs up municipal law enforcement and county level security. The chart in Exhibit U7 illustrates increases in work load and activity since the expiration of the last Contract. Also Sheriff Lund proudly acknowledged that he has at time assigned Sheriff's Officers to other law enforcement duties including surveillance, stake outs, working wit the County Narcotic task force, and on one occasion loaned sheriff's Officers Bernardsville Municipal Police Department for a six month period to assist with personnel shortages at that municipal police department. (T124)

The FOP pointed to a sharp contrast between the excellent productivity and the high turnover of officers in the department. Bargaining Unit members are grossly underpaid and are among the lowest paid in the entire State of New Jersey. They are the lowest paid law enforcement agency in Somerset County. This,

according to the FOP results in an exceptionally high turnover of officers. As a result there is a continuing recruitment and training program which is expensive and is hurting the department. The FOP submitted two single-spaced pages of a list of names who left the department since the commencement of the last contract. It argued that a more than 100% turnover in a seven year period indicates an inadequate compensation program. Most have departed for higher paying jobs in local police departments. This state of flux is contrary to the mission of the department and is not in the interest of the citizens of Somerset County. The FOP concluded that the best way to eliminate or at least reduce this enormous turnover is to increase the salary of the Officers and reduce the 13 step guide so that an individual does not need to be half way to retirement before reaching the maximum rate of pay. By raising the rates of pay and reducing the steps on the guide, the interest and welfare of the public will be best served, according to the FOP.

With respect to the Interest and Welfare of the Public criteria, the County certainly agreed that the public is best served by a competent Sheriff's Department. However, this is achieved by paying competitive wages and benefits and a 3% wage increase maintains that status. Therefore, argued the County, there is no reason to increase the tax burden on the residents and taxpayers by granting a wage increase exceeding the 3% proposed by the County.

Comparison of Compensation

The FOP argued that the two areas for the arbitrator's consideration with respect to g2 and g3 criteria of the statute, are the base wage and the step guide. It pointed out that no agency in the county has a 13 step guide and there is no justification for the discrimination against this bargaining unit by maintaining a guide consisting of 13 steps when other County Units' guides are significantly

shorter. For example, the FOP stressed that the Corrections Officers, under the control of the same sheriff, have a guide 3 steps shorter.

In support of its position on the wage proposal the FOP presented Chart No. 1 depicting the salaries and census of the Unit as gathered from Schedule B,(J1) It pointed out that only three of the 27 members of the Unit are at or near the maximum of the guide. It argued that the County cannot retain employees due to poor compensation and too many steps on the salary guide. On average the Unit members receive \$35,776 in salary and it is rare that anyone remains long enough with the department to receive the maximum salary. This is in contrast to other departments where almost all the members are at or near the top of a shorter guide.

The FOP also provided Chart No. 2 showing the salaries of 22 other law enforcement agencies in evidence. The average salary for officers in this group of police departments is shown to be \$48,748 for 1995, \$51,340 for 1996 \$53,260 for 1997 and \$54,719 for 1998 respectively. The FOP argued that even a 6% increase would fail to reach the area average for police agencies until the 4th year.

However, the key issue for the FOP in this case is the reduction of the step guide. Chart No. 3 depicts the number of annual pay steps required to reach top pay. Of the 21 police departments on the chart, the average was 5.81 steps required to reach the maximum, in contrast to the 13 steps needed for the Somerset County Sheriff's Officers.

Chart No. 4 compares the maximum longevity benefit of selected departments some with a 10% longevity in contrast to the 3.75% for the members of this Unit. The FOP also called attention to Exhibits U-59 and U-60, comparisons of salaries for the County of Somerset, which again show this Unit to be last.

The FOP also pointed out that a comparison of only sheriff's officers still does not change the last place position of Somerset County Sheriff's Officers. Chart No. 5 shows the salaries of seven county departments Bergen Middlesex,

Mercer, Union, Passaic, Ocean and Morris. Four of the counties had an average of \$48,916 in 1995. The average for 1996 was 51,457. In 1997 the average for five of the counties is shown to be \$53,672 and three of the counties in 1998 are shown to have an average salary of \$56,817 for their sheriff's officers. Here the FOP pointed out that on the basis of this comparison and 1994 salary of the FOP of \$35,767, it would take 50% increase to merely bring the Unit up to average. The FOP also added that the Somerset County Prosecutor's office non-supervisory employees had top salary of \$57,200 for 1995.

Chart No. 6 once again shows that of the 10 counties surveyed, average pay steps to reach maximum was 7 in contrast to the 13 steps for Somerset County Sheriff's Officers.

Chart No. 7 shows wage settlement of 25 department placed into evidence by the FOP. The average for 1995 was an increase of 4.911% for 1996 the average increase was 4.334%, for 1997 it was 4.392% and for 1998 the average wage increases were 4.08% here the FOP stressed that these averages would be more meaningful if the FOP were first brought up to the average salary in the first year. These averages generate more dollars on a higher base. The FOP argued that an award of its last offer position would merely maintain the same last place position among its peers.

With respect to comparisons with the private sector the FOP argued in relevant part that such comparison should not be held to be controlling in this case since there is no comparable private sector job. The nature of law enforcement work is one of hazard and risk which is not frequently found in private sector work. Also the obligation to act as a law enforcement officer at all times of the day without regard of being or not being on duty during any portion of the day. As a result, the FOP argued that, in a comparison with the private sector, the law enforcement officer must be given greater weight.

That must also be the case when comparing the law enforcement officer with private employment generally. Although in the vast array of titles in the private sector there may be specialized jobs requiring unique skills, most are less demanding than police work. Therefore, law enforcement should be considered on a higher wage level than private employment in general.

Public And Private Sector Comparisons.

The County pointed out that in 1994 the average salary of a Somerset County Sheriff's Officer was 31,022.00. A 3% wage increase would result in an average salary of \$33,668.00 for 1995, \$35,015.00 for 1996 and \$36,526.00 for 1997. However, the County also pointed out that the 3% would actually result in an 8.4% increase in 1995, 7.8% in 1996 and 8% in 1997 when increment increases are computed and considered in the total increases of the Officers.

Private Employment in General

With respect to this statutory factor the County pointed to the Public Employment Relations Commission's surveys for 1994, 1995 and 1996 of private sector salaries and wage increases. It stressed that in Somerset County the private sector employees received on average of 4.9% and 3.8% wage increases for 1995 and 1996 respectively and the State overall private sector received an increase of 3.4% for 1995 and 4.3% for 1996. This is substantially less than the 8% average proposed by the County for Sheriff's Officers when combined with the increment adjustments. The County further argued that there is even a greater difference when the entire United States private sector is considered. These wage increases averaged 2.8% in 1995, 2.9% in 1996 and 3.2% up to September 1997. The County added that the wages in the private sector are particularly significant since the salaries of the Officers are paid largely by private sector taxpayers. It is clear therefore, according to the County that the 6% wage proposal of the Union far exceeds the average increases in the private sector and therefore the proposal of the County should be found to be the more reasonable.

Public Employment in General

In this sub-criteria the County also relies on the Commission's data in support of the fairness of its wage proposal. The average salary for the Sheriff's Officers for 1995 would be \$33,668 and the State public sector average was \$36,668. For 1996 the County proposal would yield \$35,015 as compared to \$37,954 for the State average. However, the County pointed out that its 3% wage increase proposal together with the scheduled increment increase, substantially exceeds the increases in both the private and the public sectors in New Jersey. Therefore, argued the County, its wage proposal is more reasonable.

Public Employment in the Same Jurisdiction

This required comparison, according to the County, also favors the wage proposal of the County. The County argued that the average Sheriff's Officer's salary exceeds the average salary of approximately 71% of the Somerset County employees and higher than 82% of the 40 hour employees in the County. The County further pointed out that, when the step increments are not considered, the 3% wage offer for the Sheriff's Officers for the years 1995 through 1997 is identical to the wage increases that the County Corrections Officers received for the same period. The most recent settlement with this group was for 4% in each year for 1998 through 2000. The county also noted that although the Superior Correction Officers received 5% across the board for the years of 1998 through 2000, they are above the step guide and therefore would not receive the increment as the group at hand. Therefore, the County concluded that according to this statutory factor the Union's 6% wage proposal is clearly unreasonable.

Public Employment in Similar Comparable Jurisdictions

Under this sub-criteria the County insisted that a comparison to municipal police departments as the Union would have it, is clearly inappropriate. Even a limited comparison is not warranted given the lack of police duties performed by

the Sheriff's Officers. The Sheriff admitted that they have the same powers as the local police, but their "...role is somewhat limited by the demand of their job..." (T 127) Additionally, the County submitted into evidence a comparison between assaults on municipal police and County law enforcement officers (C31) indicating that assaults on municipal police in 1996 as at the rate of 1 per every 4.8 officers whereas the assault rate for county law enforcement officers was 1 per every 43.4 officers. The County asserted that a comparison of Somerset County Sheriff's Officers and municipal police departments is inappropriate and should not be given consideration.

Comparison to other County Sheriff's Departments

The County did not raise objection to a comparison of the counties in evidence with the exception of Bergen and Passaic counties which were submitted by the Union and which, according to the County, are clearly distinguishable from Somerset County. Given the vast differences geographically and environmentally, a comparison, according to the County, is inappropriate. However, the County welcomed a comparison of wage increases with the other 10 counties in evidence and insisted that its 3% wage increase proposal is extremely fair and the Union's 6% proposal is excessive and bears no relationship to the increases received by other counties and therefore, the County's 3% proposal should be awarded.

Under the category of Overall Compensation Presently Received by the Somerset County Sheriff's Officers, the County argued that in addition to the highly competitive salary, the Officers receive a generous benefits package which increases the cost to the County to employ each officer. For example, the County pointed out that Officer Sheila Lessing's base salary for 1957 under the County proposal would be \$49,207 but her overall compensation would be \$60,228. Exhibit C20 provides similar analysis for all the Sheriff's Officers. As a result, the

County argued that there is no need to award the Sheriff's Officers an unusually large wage increase to compensate them for their benefits package.

Stipulations of the Parties

The FOP merely pointed out that the parties stipulated that the term of this agreement shall be for four calendar years commencing on January 1, 1995 and that all other stipulations were procedural in nature.

The County pointed out that all the issues were settled by the parties, except wage increases. The parties stipulated that that is the only issue to be decided by the Arbitrator. (T130) However, the parties engaged in additional settlement discussions after the formal hearing in this matter and in the absence of the arbitrator. At that time the Union sought to reduce the number of steps on the salary guide from 13 to 11 which was opposed and which continues to be opposed by the County. Additionally, the County insisted that in the event that the Union seeks the reduction of steps in its post hearing brief, it must not be given consideration since it is outside the stipulation of the parties.

Lawful Authority of the Employer

Under this statutory criteria, the FOP argued in relevant part that Somerset County is the wealthiest county in the State of New Jersey and has an extremely low tax rate which has been dropping. The County has no cap problem. It has not utilized the full value of its cap flexibility.

The FOP pointed out that the value of the difference in the respective wage positions of the parties is \$28,971 per annum. It further pointed out that the assessed value in 1997 was \$25,422,650,600.00 one tax point is therefore \$2,504,695 and the impact of the difference between the parties would be .01% of a tax point. Also at the end of 1996 the cash balance was \$33,468,889. There is therefore no question that the County can well afford the increase proposed by the

FOP. Additionally there were three officers who departed and were not replaced. The resultant savings to the County from these departures alone was 3.7% of the Bargaining Unit wage cost. Also three others who departed were replaced with individuals probably at the bottom of the salary guide thereby creating additional savings on the salary line, enough to pay for the FOP wage proposal. The FOP concludes that there is enough money on this line alone to fund the entire value of the arbitration award.

The Impact on the Residents and Taxpayers.

Here the FOP argued in part that the impact of awarding the FOP proposal would be imperceptibly small given the substantial cash reserves and internal savings from staff reductions. In support of its position the FOP presented Chart No. 8 showing the assessed value from 1992 through 1997. The chart demonstrates steady growth in the assessed value of the County and the excess revenues are not only substantial but increasing each year. The ratable base has also been increasing as depicted by chart No. 9 which demonstrates an increasing growth in excess revenues culminating in \$4,656,426 for 1996. The Fop argued that this is a wealthy county without any fiscal restraints and a population with the highest per-capita income in the State of New Jersey. The FOP insisted that the resident and taxpayers of Somerset county are getting substantial value from the Sheriff's office operation.

Here the County essentially argued that it has been determined by the New Jersey Supreme Court in Hillsdale PBA Local 207 v. Borough of Hillsdale, 137 N.J. 71,85 (1994) as well as by the Legislature in the 1995 amendments to the Interest Arbitration statute that, the mere fact that the employer may be able to afford a union's demand is not necessarily a justification for awarding it.

Cost of Living

The FOP argued that the cost of living criteria supports an award in favor of the FOP position. It cited a PERC publication (U61) indicating the percent changes in average wages to be 4%. It argued however, that the average cost of a family of four in the northeastern metropolitan area is well above the base pay of the Sheriff's Officers in Somerset. A proper comparison according to the FOP would be to make a significant adjustment upward for the members of the Unit and then apply the cost of living numbers. Using this approach would yield greater a greater amount than that proposed by the FOP.

The County pointed to its Exhibit C-23, the Consumers Price Index, which shows that the cost of living in Northern New Jersey and New York, was 2% for 1997 3.3% for 1996 and 2.95 for 1995. In contrast the wage increases for the Sheriff's Officers will be 8% for 1997 7.8% for 1996 and 8.4% in 1995 when both the 3% proposal and the increment are considered together. Therefore, the County concluded that under its proposal the salary increases of the Officers will remain ahead of inflation and should be awarded.

The Continuity and Stability of Employment

Under this criteria the FOP felt confident that it strongly supports its position. It insisted that the current compensation program does not act to retain trained and skilled employees. It pointed to the excessive turnover rate of 160% since the last contract.

The FOP insisted that public interest is best served by a stable work force which is achieved through proper compensation and a reduction in the number of steps on the salary guide. It argued that it would be absurd to think that an officer would be willing to wait 55% of his career to reach the maximum on the salary guide. And even if one reaches the top, it is the lowest pay level of any law enforcement agency in the county. As it is now it takes more than half a career to reach the bottom.

For all the above reasons the FOP requests a ruling in favor of the last offer position of the FOP.

The County argued that there exists a high degree of continuity and stability of Employment Sheriff's Officer's unit. It pointed out that no officers who have left the County Sheriff's department in this decade, have gone to another county sheriff's department. In most cases they have moved to a municipal police department. (T18) The County further pointed out that there was no evidence to indicate that those who left were dissatisfied with the County Sheriff's Department for some reason. Sheriff Lund testified that according to his experience it is not unusual for a Sheriff's Officer to go to a municipality to become a police officer. (T103) There was no evidence that the departures were due to low pay and therefore, the County proposal should be favored.

DISCUSSION AND OPINION

A thorough consideration of the wage positions and arguments of both parties in accordance with the statutory criteria, leads me to the conclusion that, for the reasons stated below, the most equitable award in this case is an annual wage increase of 4.5% for the four years of the Contract. This is 1.5% above the 3% position of the County and 1.5% below the 6% proposal of the FOP.

I arrived at this conclusion risking the conjecture that, as Solomon, I conveniently split the 3% difference between the parties. However, I hasten to point out the misconception. Solomon actually never split the baby and probably never intended to do so. He merely proposed doing so to see the reaction of the two women in order to identify the real mother. However, I must quickly add that, in this instance, it is the amended statutory criteria which controlled the outcome of this case, not the old testament.

Since the parties did not elect an alternative method of resolution of their wage dispute, I am mandated by the amended statute to decide the issue under the conventional method of arbitration, giving appropriate weight, where relevant, to the eight statutory criteria.

The interest and welfare of the public is the first factor in the amended statute. However, it is axiomatic and somewhat contradictory that a well paid police force and a low tax rate are both in the interest and welfare of the public. Therefore, it is desirable to maintain a balance between these seemingly contradictory interests of the public. The residence and taxpayers of the County benefit by having a competent and efficient Sheriff's department. This requires the maintenance of a competitive wage rate in order to reduce turnover and preserve a reasonable continuity of experienced and well-trained officers.

In this instance, the turnover rate is alarmingly large and therefore costly to the County. The record reveals that since the commencement of the last Collective Bargaining Agreement, about seven years ago there had been more than 100% turnover in the Bargaining Unit. Most of these trained and experienced employees departed for other higher-paying local police departments. While all of the departures may not have been exclusively due to lower salaries, I must at least partially credit the FOP argument that salary may be a significant reason for the continuous turnover. Only three members of the unit are near the maximum of the existing guide. Currently there is no one at the maximum rate. Consequently, on balance and for the above reasons, the Interest and Welfare of the Public criteria favors the FOP position.

The Comparison of Compensation factor received much attention from both parties in their post-hearing briefs. The FOP argued in relevant part that the Employer is unable to retain employees on a career path due to the existing low compensation and too many steps to reach maximum on the salary guide. As a

result, argued the FOP, employees receive their academy training at County expense and then move on, most of the time, to higher paying local police departments. Although I recognize that higher salary is not the only motivation in the alarming number of departures, it is probably a significant contributing factor. Therefore, this sub-category favors the FOP.

A major demand by the FOP in its post-hearing brief is the reduction of the amount of steps in the existing salary guide. However, I was not convinced that this issue is properly before me. The parties clearly stipulated that the only issue remaining before me is the question of wages. Page 130 of the transcript of the proceedings before me provides in relevant part as follows:

MR. LOCCKE: "...So, that means the only issue before you is the wage issue. ...So, really, is a single issue. ...And the only thing remaining is wages."

I was unconvinced by the FOP argument in its post-hearing brief that the reduction of the amount of steps on the salary guide should be considered as part of the wage issue. It may be true, as argued by the FOP, that movement on the guide is part of the wage package, but so is longevity for example or other negotiated directly-paid economic benefits. These may all be impacted by an across-the-board percentage wage increase but they may not be properly considered as being part of the single issue of wages where that is the only issue, pursuant to the stipulation of the parties, to be considered by the arbitrator.

The County computed the average 1994 salary of the Sheriff's Officers to be \$31,022.00 and pointed out that at the rate of a 3% annual increase they would earn \$36,526.00 for 1997. Unusually the FOP places the average even higher at \$35,767.00. However, it is clear that only three or four members of the Bargaining Unit are at or near the top of the salary guide. This is obviously due to the frequent turnover in employment and the 13 steps in the guide. Very few employees remain long enough to reach the top of the guide. This is in contrast to

most local police departments, where most of the members are at or near the top of a shorter guide, as argued by the FOP.

The FOP also pointed out that other law enforcement agencies in the County have an average wage substantially higher than the Sheriff's Officers herein. The Corrections Officers working for the same Sheriff average \$39,676.00 in 1995 and the Prosecutors had a top rate of \$57,200.00. While these departments are not completely similar or totally comparable the statute requires the comparisons. Here the FOP argument and offer has the greater weight. On the basis of the evidence submitted, a comparison of the total compensation of these units as well as the those of the other Counties in the State, also favors the FOP position on balance, more than that of the County.

With respect to the private sector comparisons in the County, for 1995 and 1996 according to the County the increases were 4.9% and 3.8% respectively. In the State overall the increases were 3.4% and 4.3% during the same period. While the increases in the US overall were somewhat less, I am still persuaded that the position between the two parties of 4.5% wage increase in each year, is appropriate under the existing circumstances discussed herein.

The County argument that the previously negotiated step increases which now exist in the CBA should be considered in calculating the wage increases granted herein, was not persuasive. The County omitted such increases in their comparisons of other units cited in evidence. This would be the proverbial apples and oranges comparison. I recognize the existing expenditure, and the fact that the county may have more of its unit members entitled to increments than other law enforcement departments. However, this is primarily due to the employee turnover and that given the number of steps on the guide, very few Officers reach maximum on the salary guide.

The Cost of Living factor for the years 1995 through 1997 favors the County position but not significantly enough for me to alter my award herein.

The Continuity and Stability of Employment favors the FOP. Although the County argued that none of the Officers left the County to work in another Sheriff's department the fact remains that they are leaving in significant numbers to work in other local law enforcement agencies at least in part, in order to increase their salaries. The County correctly pointed out that there was no direct evidence that salary was the reason for their departure, however it is safe to assume that a substantial improvement in earnings is a powerful and universal reason to relocate. Here the FOP correctly argued that the turnover rate is obviously detrimental to the continuity and stability of employment.

The financial impact on the governing unit would not be severe even if the entire 6% proposal of the FOP were awarded. However, the County correctly argued that the mere fact that the employer can afford the increase does not necessarily mean that the Union is automatically entitled to the entire wage demand. However, for the reasons stated above, the County's final proposal of 3% is also unacceptable and therefore I have determined that 4.5% per year across the board wage increase in each of the four years of the Agreement, is the most equitable solution to the dispute herein.

Therefore, pursuant to my statutorily established conventional authority, and having thoroughly considered all the evidence and arguments of both parties, in light of all the statutory factors described above, I hereby make the following:

AWARD

An annual across-the-board 4.5% wage increase in each successive January 1, of each of the four contract years beginning with January 1, 1995 through January 1, 1998

All other issues settled by the parties prior to this award shall be incorporated in the new Agreement.



ERNEST WEISS, ARBITRATOR

STATE OF : NEW JERSEY)
COUNTY OF: MONMOUTH)

On this 29th day of June 1997, before me personally came and appeared ERNEST WEISS, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same



JILL E. FARKAS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 5, 2000

