

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION
P. O. BOX 429
TRENTON, NJ 08625-0429

Docket No. IA-2001-46

In the Matter of Arbitration Between

COUNTY OF UNION

-Employer-

and

**UNION COUNTY CORRECTION OFFICERS
PBA LOCAL NO. 199**

-Union-

OPINION

AND

AWARD

ARBITRATOR: Robert E. Light, mutually chosen by the parties pursuant to the
rules and regulations of the New Jersey Public Employment
Relations Commission.

MEDIATION SESSION: March 21, 2001
HEARING: November 13, 2001 in Elizabeth, New Jersey. Both counsel
thereafter filed post-hearing briefs.

APPEARANCES: For the County
Kathryn V. Hatfield, Esq., SCHENCK, PRICE, et al (Day 1 and
2)
Joseph Salemme, Director, Administrative Services (Day 1 and
2)
James Coleman, Director, County Corrections (Day 1)
Frank Crone, Assistant Director (Day 1)
John Redling, Special Assistant, Assistant Jail Director (Day 1
and 2)
Greg Hardoby, Director of Personnel (Day 1 and 2)
James Dougherty, Assistant Jail Director (Day No. 2)

For the Union

Richard D. Loccke, Esq., LOCCKE & CORREIA (Day 1 and 2)

Vincent Foti, Consultant (Day 1 and 2)

Vincent DeLouisa, President (Day 1 and 2)

Anthony Foti, Vice President (Day 1 and 2)

Peter Femia, State Delegate (Day 1)

Michael Lonergan, Executive Vice President (Day 2)

An Opinion and Award was originally issued in this matter on May 14, 2002. On November 1, 2002, a Decision and Order was issued by the Commission which vacated the Award and remanded the matter to the undersigned for reconsideration in accordance with the Commission's opinion. The basis for the remand was:

1. That by emphasizing that the health benefit changes sought by the County were best achieved through negotiations, the arbitrator appeared to have applied an improper presumption that the proposals should not be awarded in interest arbitration;
2. The arbitrator did not fully discuss or explain how he analyzed and weighed the parties' arguments and evidence concerning internal settlements;
3. The arbitrator did not analyze the County's operational proposals and did not explain his salary award.

The Commission stated that, inasmuch as the Award was vacated, the arbitrator could, upon remand, reconsider the PBA's proposals with respect to each of the above

matters, including the PBA's proposals concerning Health Benefits, Insurance, Food Pick-up, Grievance Arbitration, Senior Officer Differential, SOU Stipend and Compensatory Time Bank.

In addition, the Commission directed that, on remand, the arbitrator must calculate the total net annual economic changes for each year of the Agreement and determine that those changes are reasonable in accordance with N.J.S.A. 34:13A-16d(2); may reevaluate the contract terms in light of the parties' arguments and the Commission's direction that he more fully discuss some of the proposals submitted; and that the remand should be decided on the present record, absent the requirement of additional submissions by the arbitrator. The arbitrator did, in fact, request both counsel to submit to him supplemental material pursuant to the Commission's Decision of November 1, 2002.

As previously noted in the arbitrator's original Opinion of May 15, 2002, in resolving the unsettled issues of the dispute by conventional arbitration, the arbitrator is required to consider the factors set forth in N.J.S.A. 34:13A-16g(1) through (8). While the said factors and their application to the issues in dispute were set forth at length in the original Opinion, they are reiterated and incorporated herein by reference.

The testimony of all witnesses in this proceeding, on both direct and cross-examination, was given at the one day of hearing and concluded on November 13, 2001, and a stenographic transcript thereof was taken. Briefs were thereafter filed by both counsel.

The hearing's first witness, PBA President Vincent DeLouisa, described in detail a very recent event which had a profound effect upon the bargaining unit and the ongoing relationship between the parties. In March and April, 2001, the County had laid off one third (1/3) of the members of the bargaining unit, reducing the officer staff from three hundred twenty-three (323) men and women to two hundred eight (208). No similar reduction was made with respect to SOA members who were minimally affected. The full impact of these layoffs fell upon the rank and file correction officers who deal directly with the inmates on a daily basis.

The layoffs resulted in the closing of one jail building, the "old" jail, and the transfer of all inmates to the other or "new" jail. The testimony disclosed that, in fact, the buildings are interconnected and the closing of part of the facility and the loading of all inmates into the remaining part created many problems and had a substantial impact on bargaining unit members, as described in the testimony of Mr. DeLouisa, which was essentially not in dispute. His testimony noted the increased workload and stress placed on bargaining unit

members in the performance of their daily work in the face of even greater difficulties and potentially unsafe conditions. It also resulted in all correction officers regularly being required to work overtime on an involuntary or "forced" basis, with officers commonly working twenty (20) to thirty (30) hours per week of such overtime. He also testified regarding the effect of such increased work demands being debilitating and that it has resulted in lowered morale.

The changes that have been brought about as a result of the above-mentioned layoffs in the bargaining unit are very significant. They have created a much more substantial workload for the remaining correction officers, which directly involve both the Interest and Welfare of the Public, 16g(1), and the Continuity and Stability of Employment, 16g(8). These changes also involve and focus upon the very essence of the work which is performed by correction officers so as to more reasonably warrant comparisons with other units performing the same type of work than with other units dealt with by the same employer.

Certainly the efficacy of pattern bargaining in cases involving a single employer is recognized as being reasonable and even desirable in many cases. That does not mean it is feasible or more reasonable in every case, however. In the present case, the increased demands created upon the remaining correction officers by the massive layoffs of one third

(1/3) of the rank and file workforce are unique and create all kinds of work problems. They make it more reasonable and equitable to compare the Union County Correction Officers to correction officers of other counties than it does to other employee groups of Union County, both law enforcement and non-law enforcement, for the sake of achieving some degree of uniformity. Under the circumstances, it would seem both more reasonable and equitable to permit the Union County Correction Officers to maintain their relative standing vis-a-vis correction officers in other counties than to diminish that standing solely because it fits the pattern of settlements with other units with which the County negotiates. Moreover, the PBA offered evidence that there was, in fact, no real uniform pattern and that the County's settlement with several units provided significant economic benefits which were not given to employees in other units.

Both parties cited comparisons on salary between the Union County correction officers and the salaries of such employees in these other counties. While Chart 2 in the PBA's post-hearing brief compares Union County correction officers' base rate salary with the top patrolman's base salary in ten (10) Union County municipalities for the year 2000, it also makes that comparison with base salaries of correction officers in four (4) other closely located counties -- Bergen, Morris, Middlesex and Essex. Union County is 5.64% or \$3,306.00 below the average salary in those fourteen (14) jurisdictions, including both

municipalities and counties; it is also 3.11% or \$1,844.00 below the average salary in the other four (4) counties standing alone.

Given the fact that Union County correction officers receive no longevity pay, while those of other counties do and receive a lower clothing allowance than those in other counties, the base salary increases awarded of four (4%) percent in each of the three (3) years of the contract would, at best, only maintain them in approximately their same relative position to the base salaries of the other four (4) counties for 2001. The average rate of increase for the three (3) of those four (4) counties for which salary figures are available is 4.58%. The percentage of salary increase for 2002 and 2003 for the county for which those figures are available (Middlesex) is 4.75% in each year. The awarded four (4.00%) percent increase for Union County correction officers is below the average (Chart No. 5). Given the fact that such award is well within the average salary increases in the other counties cited and merely maintains the Union's relative salary position in comparison to the salaries of those other counties (though the gap with Bergen is widening in 2001), and considering the increased demands and problems created by the layoffs, this arbitrator reiterates and reissues his award of a four (4%) percent salary increase in each of the years 2001, 2002 and 2003. This is additionally appropriate since the County asserts no substantial claim of financial hardship, inability to pay or cap restrictions which such award would negatively impact.

In addition to the salary issue, the County put forth a number of so-called "operations proposals" in its final offer which consisted of proposed modifications or additions to the existing contract pertaining to work issues.

In its first such proposal, a new Section 5 added to Article 7, Hours of Work, the County proposes that "Notwithstanding any policy to the contrary, when officers are late three (3) times and/or call out late three (3) times for their regularly scheduled shifts during a calendar year, the Administration may begin to employ progressive discipline with regard to that officer."

By way of justification for such proposal, the County states that the primary problem which it faces is the ability to start a shift with a full complement of officers and that the present policy is "too watered down" in that three (3) latenesses invoke only a counseling letter and that discipline does not commence until an employee is late six (6) times.

On cross-examination the County conceded that the number of latenesses was actually slightly down in 2001 from what it had been in 2000, prior to the layoffs, even proportionately allowing for the reduction in staff. In addition, the County provided no detailed description of the extent of the employee conduct which it was alleging, stating only that "if he's a minute late, he's late." Based upon the facts adduced, I find that there is

insufficient evidence to warrant a change in the existing policy through the addition of a new contractual provision.

The County further proposes two (2) modifications (Proposals 5 and 6) of Article 14, Seniority. The first modification which is to subsection (a) of Section 6, Vacation/Shift Schedules, would decrease the number of officers who may be out on permitted time off (vacation, personal time or compensatory time) on any given day from twenty (20) to thirteen (13).

The contract presently provides that both vacation time and personal days can only be taken if approved by the Employer. In the case of personal days there is the additional requirement that the employee must first make application for such leave, and if same is for business reasons, must demonstrate that the business purpose could not be scheduled after business hours. Given the fact that the County already must approve such time off in advance under the present contract and therefore has the ability to control the amount of such time off, I find that there is insufficient justification to warrant this proposed contractual change.

The second modification which the County seeks in this Article (Proposal 6) pertains to Section 7(A)(1) of Article 14 in which it would add the following administrative positions

and the number of officers in each position to the already existing list of administration positions:

Detention Officers	(4)
Booking Officers	(2)
Releasing Officers	(2)
Booking/Security Rover	(2)

It would also completely eliminate paragraph (D) of Section 7 pertaining to Pool Officers.

The County conceded on direct examination that there are no special training skills required for any of the proposed new administrative positions. On cross-examination the County stated in the most general and vaguest of terms that the proposed additional positions required certain qualities or attitudes which were not further defined and that, at most, minimal on the job training of a few hours might be required. In answer to the question of how much such training was required for each position, the County's witness repeatedly answered "I don't know." With respect to the elimination of the Pool Officer provisions in Section 7(D), the County failed to offer any evidence of how retention of this previously-negotiated provision would in any way be prejudicial and conceded that it could be useful. Under all the circumstances, I find that there is insufficient evidence to warrant

any contractual change in Article 14, Section 7(A)(1) and (D), as presented in Proposal 8, and it is therefore not awarded.

The County's Proposal 7 seeks a modification of Section 2(B) of Article 5, Overtime, by adding the following language at the end of the last paragraph of the present contract:

"Officers refusing forced overtime three (3) times during any three (3) month period shall be ineligible to work voluntary overtime for the following three (3) month period. An officer who gives back overtime assignments twice in one month will not be eligible for overtime in the following month."

Here again, the testimony disclosed that there is already a policy in effect to cover officers who turn down forced overtime without a verified excuse, which subjects them to progressive discipline. The County's witness testified that in the year 2000 there were three hundred eighty (380) instances of employees refusing forced overtime and that one hundred seventeen (117) have received discipline. The new proposal would impose additional economic penalties both for officers who refuse forced overtime and those who give back overtime assignments twice in one month. This arbitrator is of the opinion that imposing additional penalties on already concededly highly-stressed and overworked members of the bargaining unit would not be reasonable. Accordingly, this proposal by the County is not awarded.

Proposal 7 also includes a proposed change in Section 2P of Article 15 which would delete the first paragraph of 2P and modify the remainder of the section to eliminate references to switches. While there has been no supportive testimony with respect to this proposal, it is apparent from the content that the switching of an overtime shift can only be accomplished with the approval or action of the Shift Commander, and that the County can thereby control such activity. Here again there has been insufficient evidence adduced to warrant any contractual change with respect to this proposal.

Proposal 8 by the County pertains to Section 4 of Article 16, Personal Business and Religious Leave, and deals with three (3) aspects of that section. First, it would eliminate the permitted use of such leave in quarter-day increments (2 hours) and replace such provision with permitted half- (1/2) day increments. The reason advanced here is that the recordkeeping with respect to quarter (1/4) days is less manageable than with respect to half (1/2) days. The County's witness testified that, while there is no County policy expressly permitting quarter (1/4) days, it has been tolerated by past administrations and been in place for a long time. He further stated that it can only be taken at the end of the shift and only with the approval of the Shift Commander. There has been no showing of how such recordkeeping is less manageable for quarter (1/4) days than for half (1/2) days and, since this time off can only be taken with the approval of the Shift Commander, I find there to be insufficient evidence to warrant a contract change.

Proposal 8 also proposes to delete paragraph (C) of Article 16 and replace it with the following language:

“Any officer who cannot work due to illness on a holiday will be charged with a sick day and must provide a doctor's note verifying the illness and absence. Officers scheduled to work the holiday but who do not work the holiday will not receive the benefits of Section 5 of Article 23, Holidays. For purposes of this section, the term holiday shall include Christmas Eve and New Year's Eve.”

This proposed change with respect to employees who cannot work on a holiday due to illness not only requires the production of a doctor's note verifying the illness and absence for the first time, but additionally penalizes the officer significantly. It charges the officer with a sick day rather than a “sick occurrence” as did the existing Section C which it would replace. It also deprives an employee of the option of receiving a substitute day off or one day's regular pay as per Article 23, Section 5. In addition, it adds two (2) additional holidays, Christmas Eve and New Year's Eve, to those holidays already designated in Sections 2 and 3 of Article 26, for the purpose of imposing penalties on the employee. This proposal is not reasonable and there was insufficient evidence to warrant this proposed contractual change.

The last paragraph of Section 4 of Article 16 is proposed by the County to be modified to include substantially identical language to that contained in the proposed

modification to Article 14, Section 6, Vacation/Shift Schedules (Proposal 5). It is not awarded for the same reasons as previously set forth with respect to that proposed modification.

There is no question but that the County bears the burden of justifying its proposed changes to the existing health coverage plan of the correction officers. At present, the premiums are fully paid by the County. The changes which the County has proposed for both current and new employees are extensive and would require significant contributions to be made by the employees. Employees earning under Sixty-Five Thousand (\$65,000.00) Dollars would pay One Hundred Twenty (\$120.00) Dollars per year as a contribution toward health benefit premiums; those earning between Sixty-Five and Seventy-Five Thousand (\$65,000 - \$75,000) Dollars per year would pay Three Hundred (\$300.00) Dollars per year; and those earning over Seventy-Five Thousand (\$75,000.00) Dollars a year would pay Four Hundred Twenty (\$420.00) Dollars per year. In 2003 and 2004, employees earning over Seventy-Five Thousand (\$75,000.00) Dollars per year would pay Four Hundred Eighty (\$480.00) Dollars per year.

For those correction officers who are members of the Horizon PPO (Blue Select), the County's proposal requires a Five (\$5.00) Dollar co-pay for each doctor's visit for the year 2002 and a Ten (\$10.00) Dollar co-pay for 2003 and 2004 for all members of the bargaining unit. In addition, there would be an increase in the out-of-network cost share to employees

from 80/20 to 70/30. Also, effective January 1, 2002, new employees would be limited to a choice of Physician's' Health Service (PHS) or Blue Choice coverage unless they chose to pay the difference between these plans and their chosen plan. Those officers choosing the PHS or Blue Choice plan would pay Fifteen (\$15.00) Dollars a month or One Hundred Eighty (\$180.00) Dollars per year for single coverage and Twenty-Five (\$25.00) Dollars per month or Three Hundred (\$300.00) Dollars per year for family coverage. These contributions would be increased by the proportionate annual increases in the plan cost in each successive year.

As an inducement to the acceptance of the aforementioned health benefit proposals, the County also proposed an enhancement to sick leave, vacation benefits and retiree benefits, but link those enhancements to the acceptance of its health benefit proposals. These enhancements were concededly minimal. It granted an additional day's vacation for employees who reached twenty (20) years of completed service. With respect to the proposed sick leave enhancement, the County conceded that an employee would have to accrue all of his allotted fifteen (15) sick days per year for 26.7 years before he could achieve the maximum sick leave buy out.

Leaving aside the proposed inducements to the acceptance of the changed health benefit plan, it is obvious that the County's proposal would effect a major change in a very

important employee benefit. While the County demonstrated that the cost of health insurance is rising, it has not demonstrated how much money it would save by the implementation of its proposed plan or how the PBA's inclusion in that plan would affect such cost. (There appeared to be some inconclusive testimony that the inclusion of the PBA in the plan would reduce the cost to the County by approximately \$113.00 per correction officer - Transcript pp. 166, 167). The County appeared to primarily base its argument in favor of its health care proposal upon the fact that it had been accepted by several other County unions. This, and the fact that the County was seeking to offset the costs of higher health insurance premiums, were the main argument offered in support of its proposal. The County did not offer any evidence of any financial difficulty or inability to pay the premiums of the current plan, nor did it attempt to financially justify its proposal on any basis other than the fact that employee contributions would decrease the cost to the County. Considering the testimony and the evidence presented by the County on this proposal, it cannot be said that the County has demonstrated that its present proposal on health coverage is more reasonable than the health benefit plans which the correction officers presently enjoy. In effect, the County has not met its burden of proof and has not presented sufficient evidence with respect to this proposal to warrant its award by the arbitrator.

In addition to the “operational proposals,” the County also presented additional proposals seeking to modify or delete other provisions of the existing agreement. With respect to Proposal 3 wherein the County seeks to delete the provision that it provide personal injury liability insurance from Article 12, Section 1 of the Agreement, the County offered no evidence. The only reference to this proposal by the County is a single line at page 16 of its post-hearing brief wherein it states “Aside from the health care proposals, the County also seeks to delete the personal injury insurance.” Given the County’s burden to justify any change in the existing Agreement and its failure to offer evidence on this matter, Proposal 3 is not awarded.

In Proposal 12, the County proposes that Section 6 of Article 23, Holiday, be deleted. That section states that, if all other County employees are given a day off in addition to the contractually designated holidays in Article 23, same shall be considered as an extra holiday for correction officers. The County failed to demonstrate any history or experience with respect to the application of this section or to offer any rationale as to why it should be deleted. Accordingly, I find that there has been insufficient evidence offered to justify acceptance of this proposal.

In Proposals 13, 14 and 15, the County seeks to modify and delete provisions which pertain to the ongoing labor-management relationship between the parties. In Proposal 13

the County seeks to modify Section 1 of Article 25 which requires that the Director and the PBA President meet once a month to discuss outstanding issues. Instead, the County proposes that the Director and the PBA President meet on an "as-needed" basis, but no more than quarterly, as agreed by the Director and the PBA President, to discuss outstanding issues. The language of this proposed change would replace a specified periodic meeting with language that does not specifically require any meeting at all. The term "as-needed", as used in the proposed modification, would require a mutual agreement between the parties with respect to the fact that a meeting is required. Absent such an agreement, this provision does not require any meeting between the Director and the PBA President. I do not consider the proposed change as it presently stands to be reasonable, and the County has failed to offer sufficient evidence to justify the award of this proposal.

Proposal 14 deals with proposed changes to Section 1 and Section 12 of Article 26. Section 1 presently gives full release time to conduct Union business to the PBA Delegate. Section 12 gives the PBA President a "flex work schedule" with release time for contract administration and Union activities subject to the approval of the Director of Correctional Services. Thus, only the delegate has been given full release time, while the President's release time has been limited to the areas of contract administration and Union activities and is additionally subject to approval by the Director. Given the present problems in the jail which have been largely occasioned by the massive layoffs as previously discussed, it

would appear that the need for release time for those two (2) officers for the conduct of contract administration and Union activities would be apparent. In any event, the burden would be upon the County to offer sufficient evidence to justify such a change, and I find that it has failed to do so.

In addition, the County seeks to delete the last sentence of the first paragraph of Section 1 of Article 26 wherein the parties agreed to continue the existing practice of one delegate for every fifty (50) correction officers being permitted to attend the PBA convention in accordance with N.J.S.A. 40A:14-177. It is to be noted that the amount of delegates permitted to attend the convention by this provision of the contract is well within the parameters set in the said statute. The County has failed to offer sufficient evidence to justify this proposed change and same is not awarded.

Proposal 16 seeks to modify Article 26, Section 14, Meals, by requiring that a correction officer work at least four (4) hours of an overtime assignment before he is entitled to be paid \$1.35 as a meal allowance. That presently requires that correction officers who work an overtime assignment will be paid a \$1.35 for each assignment worked without any minimum time requirement. Here again, the County has not offered sufficient evidence to justify the granting of its proposal and same is not awarded.

In Proposal 17, the County seeks to delete Section 4 of Article 28. That section states that employees shall have the right to interchange scheduled days off, subject to the approval of the Department Head and consistent with the efficient operation of the jail. Here again, the provision involved specifically makes such employee entitlement "subject to the approval of the Department Head", and the employer has retained the right to approve such action before it can be exercised by the employee. In view of this contractual limitation, the County has failed to offer any evidence to justify this proposed change in the contract, and Proposal 17 is therefore not awarded.

With respect to the requirement of N.J.S.A. 34:13A-16d(2) that the arbitrator "shall separately determine whether the total net annual economic changes for each year of the Agreement are reasonable under the eight (8) statutory criteria set forth in subsection g of this section", I hereby find as follows:

The only economic changes under the Award are a four (4%) percent increase in base annual salary in each of the three (3) years of the contract and a Twenty-Five (\$25.00) Dollar increase in the clothing allowance in each year. As of the time the record in this proceeding was closed there were two hundred eight (208) correction officers in the bargaining unit of whom two hundred three (203) were at the top salary step of \$58,635.00 and five (5) were at the next highest step. Assuming that all two hundred eight (208)

correction officers were at the top step, the total net economic annual economic increases for each of the three (3) years of the Agreement would be as follows:

<u>Year 2001</u> -	Salaries	\$487,843.20
	Clothing	
	Allowance	<u>5,200.00</u>
	Total	\$493,043.20
<u>Year 2002</u> -	Salaries	\$507,355.68
	Clothing	
	Allowance	<u>5,200.00</u>
	Total	\$512,555.68
<u>Year 2003</u> -	Salaries	\$527,650.24
	Clothing	
	Allowance	<u>5,200.00</u>
	Total	\$532,850.24

The new dollar costs for the year 2001 are thus \$493,043.20; the new dollar costs for the year 2002 are \$512,555.68; and the new dollar costs for the year 2003 are \$532,850.24. Given the fact that the budget for the County of Union for the year 2001 was \$314,689,922.00, the total amount of net annual increase in each of the said years is less than two (2%) percent of the County's annual budget and is reasonable.

The arbitrator has reconsidered the question of the duration or length of the contract term upon this remand. Upon such reconsideration, I have determined to award the County's position in favor of a four- (4) year agreement expiring on December 31, 2004. This would avoid the prospect of the parties having to reenter negotiations shortly after the

rendering of the Award and additionally afford the parties an opportunity to “live” under the provisions of the new agreement for a sufficient length of time to realistically assess the impact of its provisions upon their ongoing relationship.

In connection with that fourth year, I award an additional four (4%) percent salary increase effective January 1, 2004 for substantially the same reasons as herein above set forth in this Opinion with respect to the salary increases in 2001, 2002 and 2003. This increase would still be below the average rate of salary increases for correction officers in Bergen, Morris, Middlesex and Essex, as previously described, and still maintain the County of Union’s existing position relative to the four (4) other counties in annual base salary.

With respect to the issue of clothing allowance, the arbitrator has previously granted the County’s proposal of an increase of Twenty-Five (\$25.00) Dollars in each of the first three (3) years of the contract, and no basis for any additional increase of this item for the year 2004 has been provided.

Accordingly, assuming that all 208 correction officers are at maximum, the only economic change under this Award for the year 2004, in accordance with the requirements of N.J.S.A. 34:13A-16d(2), would be a total increase of \$548,751.92. This would still be less than two (2%) percent of the County’s budget for the year 2001. I find this total net

economic change for the year 2004 to be reasonable for the same reasons set forth with respect to the net new dollar costs for the years 2001, 2002 and 2003.

With respect to the proposals put forth by the PBA, I have again considered them on remand. Apart from those aspects of their proposals which were dealt with in my original Opinion and Award, the PBA has offered no new or additional basis to warrant my deviating from such award, except as has already been noted.

Having reconsidered all of the above matters on remand, I award the following:

AWARD

Terms of Agreement

Effective January 1, 2001 and ending December 31, 2004.

Salary Increases

Effective and retroactive to January 1, 2001 - 4.0%

Effective and retroactive to January 1, 2002 - 4.0%

Effective and retroactive to January 1, 2003 - 4.0%

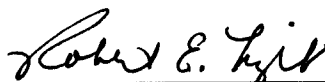
Effective January 1, 2004 - 4.0%

Clothing Allowance

The County's proposal of an increase in clothing allowance of Twenty-Five (\$25.00) Dollars effective January 1, 2001; January 1, 2002 and January 1, 2003 is awarded.

Remaining Proposals

The remaining proposals of both the County and the PBA are denied.




ROBERT E. LIGHT, Arbitrator
Dated: February 25, 2003

STATE OF NEW JERSEY:

:SS

COUNTY OF MIDDLESEX:

On this 25th day of February, 2003 before me personally came and appeared ROBERT E. LIGHT to be known to me to be the individual described here and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.



my commission exp. 5/17/05