

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

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: IN THE MATTER OF THE IMPASSE :
: Between : COMPULSORY INTEREST
: COUNTY OF WARREN : ARBITRATION AWARD
: - and - : LAWRENCE I. HAMMER
: P.B.A. LOCAL #302 : ARBITRATOR
: : PERC #IA 95/017
: :
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Under date of October 26, 1994 the undersigned was designated by the Public Employment Relations Commission of the State of New Jersey to serve as the Interest Arbitrator in an effort to resolve the continuing impasse involving the above indicated parties.

Said appointment was made by the Public Employment Relations Commission after giving recognition to the designated order of preference, if any, expressed by the parties.

APPEARANCES

FOR THE COUNTY

DAVID A. WALLACE, ESQ.	County Counsel
LEONARD MCGHEE	Warden
JERRY COYLE	Personnel Director

FOR THE P.B.A.

SCHNEIDER, GOLDBERGER,	Counsel
COHEN, FINN, SOLOMON,	
LEDER & MONTALBANO, P.C.	
(by) BRUCE D. LEDER, ESQ.	
GEORGE O'BRIEN	Labor Consultant
WARREN STARK	
JAMES CREGAR	
C. WISEBURN	

Hearings under the subject impasse took place on April 4, May 19, June 8, June 21 and July 31, 1995 at the County Municipal Building. At these sessions both sides were afforded a full opportunity to present testimony, offer evidence and to advance arguments in support of their respective positions, as well as to cross-examine each other.

The parties elected at the start of the hearings to have the proceedings recorded by, and on, the equipment normally used by the County for recording its meetings. Same were then to be transcribed, with copies being furnished to both Attorneys and to the Arbitrator.

When it came to transcribing the taped material it was found that a considerable number of gaps existed, during what could perhaps be classified as essential testimony.

Why essential? Because said gaps eliminated parts of the testimony offered by Mr. Foti and Mr. Mai, the parties financial experts.

Under date of March 13, 1996 David A. Wallace, the Attorney for the County wrote to the Arbitrator, carbon copy to the P.B.A.'s Counsel setting forth arrangements that had been agreed by and between the parties with respect to closure of the record.

Specifically it was agreed that:

1. The record of the testimony will not include the examination of PBA witness Foti and County witness Mai due to the incomplete transcript recordings;
2. The record will not include Exhibit PBA-17 for the same reason as above;
3. Exhibits PBA 3 through 9

The original contract documents are not supportive of statistical data attributed to Mercer County. Accordingly, Mercer County data is to be deleted from the Exhibits. Replacement data is unavailable. Wherever summary data is indicated with respect to the Exhibit, Mr. Leder will provide recalculations.

4. The following Exhibits exchanged between the parties after close of the testimonial record are to be included in the record:

County Exhibits:

- a. Star-Ledger article, August 23, 1995, page 27.
- b. GERR article, Volume 33, page 1112 (August 28, 1995).

- c. Daily Record article, August 30, 1995, page A5.
- d. Another Daily Record article, August 30, 1995, page A5.
- e. Star-Ledger article, August 31, 1995, page 34.
- f. GERR article, Volume 33, pages 1147 and 1148 (September 4, 1995).
- g. GERR article, Volume 33, page 1218 (September 18, 1995).
- h. Express-Times article, September 21, 1995, page B-5.
- i. Daily Record article, October 11, 1995, page A7.
- j. Star-Ledger article, October 11, 1995, page 23.
- k. Express-Times article, October 17, 1995, page 1.
- l. Star-Ledger article, October 18, 1995, page 24.
- m. GERR article, Volume 33, page 1377 (October 30, 1995).
- n. Star-Ledger article, November 9, 1995, page 40.
- o. Star-Gazette article, November 9, 1995, page 1.
- p. Star-Ledger article, November 10, 1995, page 13.
- q. GERR article, Volume 33, pages 1436-1442 (November 13, 1995).
- r. Daily Record article, November 22, 1995, page A3.
- s. GERR article, Volume 33, pages 1490-1491 (November 27, 1995).
- t. GERR articles, Volume 33, pages 1587-1588 (December 18, 1995).
- u. GERR article, Volume 34, pages 15-16 (January 1, 1996).
- v. Star-Ledger article, January 13, 1996, page 1.
- w. Star-Ledger article, January 23, 1996, page 15.
- x. Daily Record article, February 2, 1996, page A1 and A15.
- y. Daily Record article, February 4, 1996, page A3.
- z. Star-Ledger Article, February 28, 1996.

aa. GERR article, 34 GERR 253.

bb. GERR article, 34 GERR 254.

PBA Exhibits:

a. Star-Ledger article, August 24, 1995.

b. Star-Ledger article, January 17, 1995.

All the above Exhibits are enclosed herewith.

5. Our briefs are to be simultaneously mailed on 3/20/95 and reply briefs 10 days thereafter.

I am also enclosing the following materials which were provided earlier to Mr. Leder.

a. Full text of Arbitrator Mitrani award (to be attached to County exhibit C-10). (To follow under separate cover).

b. 33 GERR 790 (to be attached to County Exhibit c-18).

No response or objection to said communication was submitted by, or received from Bruce Leder, P.B.A. Counsel.

Under date of March 19, 1996, the brief of the P.B.A. was transmitted, though same was not actually received by the undersigned until March 28, 1996, the same day on which the brief of the County, dated March 25, 1996 was received.

The undersigned Arbitrator thereafter received several pieces of correspondence from David Wallace and Bruce Leder, with each being "copied" with same.

On April 1, 1996 Mr. Wallace submitted new factual material for the Arbitrator's consideration, citing N.J.A.C. 19:16-5.7 (k), and contending that same "is of obvious relevance, and could not have been introduced earlier since it was not available earlier...." Said data was a newspaper report of a settlement involving Hunterdon County and the Communication Workers of America.

Under date of April 2, 1996 Bruce Leder wrote, raising an objection that the April 1st Wallace submission, also pointing to N.J.A.C. 19:16-5.7(k), which Section, relied upon by both parties states:-

"The parties, at the discretion of the arbitrator, may file post-hearing briefs. The arbitrator, after consultation with the parties, shall have the authority to set a time period for the submission of briefs, but that period shall not

exceed thirty (30) days from the close of the hearing. Briefs shall be submitted to the arbitrator, along with submission of proof of service on all parties. The parties shall not be permitted to revise their positions or to introduce any new factual material on the post-hearing briefs, except upon special permission of the arbitrator."

Mr. Leder contended that agreements are continually being negotiated, and conceivably the record could never close since the parties could continuously submit proof of newly negotiated agreements.

Under date of April 8, 1996 Mr. Wallace responded contending that the Statute never envisioned or contemplated an application for the submission of evidence after the filing of briefs, and that he was not asking to have the record kept open indefinitely, but only "to add one obviously relevant document..." [1]

Under date of April 9, 1996 both parties submitted Reply Briefs in further support of the data heretofore included in their original brief. Upon receipt thereof on April 11, 1996, the hearing was declared to be closed.

The Interest Arbitration Statute calling for Police and Fire impasses to be determined by a binding Interest Arbitration, states that "the Arbitrator...shall decide the dispute based upon a reasonable determination of the issues, give due weight to those factors...judged relevant for the resolution of the specific dispute."

The Statute sets forth specific factors that are to be considered in the making of any Award. Specifically said factors are:-

1. The interests and welfare of the public.
2. Comparisons of the wages and overall conditions of employment of the County

[1] With all of the newspaper articles submitted into evidence in these proceedings, the Arbitrator cannot find that the submission of another, even post brief submissions, can do any harm to the P.B.A., nor create any benefit to the County. The submission is thus being accepted.

of Warren, P.R.A. Local #302 with the wages and terms and conditions of employment of other Police Departments in the County, and in the State as a whole.

- a. In public employment in the same or similar comparable jurisdictions.
 - b. In comparable private employment.
 - c. In public and private employment in general.
3. The overall view of compensation received by members of the Department, including direct wages or salaries, vacations, holidays, personal leave, insurances, pensions, clothing allowance and all other benefits capable of an economic assessment.
 4. Stipulation of the parties.
 5. The employers authority to govern, raise taxes, pass ordinance and to enter into contracts.
 6. The financial impact on both the Municipality and its residents and taxpayers.
 7. The Cost of Living for the area as published by the B.L.S.
 8. The continuity and stability of employment which are ordinarily considered in the determination of wages, hours and conditions of employment through collective bargaining and negotiations, in both public service and private employment.

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The Statute governing Public Employer-Public Employee disputes over the terms and conditions of their contract permits the parties to agree upon one of several means of allowing the neutral Arbitrator to select and fashion a remedy. The Statute, however, mandates that if the parties cannot reach and agree upon an amicable method of resolution, the differences between the parties, so far as the economic issues are concerned, be determined by the Arbitrator selecting the last offer of the Municipality or the last offer of the Union, as a single package. So far as non-economic matters are concerned, the Arbitrator must make a choice, the last offer of one side or the other, on an issue by issue basis.

The parties at the inception of the hearings were not able to agree upon any means for rendering an Award herein except for that mandated by Statute where agreement could not be reached, namely the Last Offer-Best Offer of one side or the other, as a single economic package.

The Last Offer of the PBA took the following form:-

ECONOMICS

1. SALARIES

January 1, 1994	5%	total package
January 1, 1995	5%	total package
January 1, 1996	5%	total package

2. LEAVES OF ABSENCE

The P.B.A. sought one (1) additional personal day for a total of four (4) personal days. The P.B.A. also sought to modify Article Eleven to allow bargaining unit members to use sick leave for the purposes of prenatal care and/or birth of a correction officer's child.

3. MEDICAL BENEFITS

That effective January 1, 1995 all correction officers receive \$50.00 towards an eye examination and \$50.00 towards glasses, bifocals, safety glasses and/or contact lenses. [2]

4. HOLIDAYS

That should the County close any office and correction officers are required to work, the correction officers shall be entitled to an equivalent time as compensatory time; such compensatory time shall be scheduled by the correction officers and approved by the Warden or the Warden's designee.

5. UNIFORM & MAINTENANCE ALLOWANCE

January 1, 1994	Uniform Allowance	\$250
	Maintenance Allowance	\$325
January 1, 1995	Uniform Allowance	\$250
	Maintenance Allowance	\$400
January 1, 1996	Uniform Allowance	\$250
	Maintenance Allowance	\$475

NON-ECONOMIC ITEMS

1. SENIORITY

To be amended so that vacancies shall be deemed to include both temporary and permanent vacancies.

[2] While not spelled out in their proposal, the P.B.A. contended that their proposal was an effort to receive what the County gave those employees represented by AFSCME. The AFSCME contract calls for such payments "once every 24 months."

2. DISCIPLINE

Add to current Article 6 Sec. 6 language that would cause minor discipline to be submitted to final and binding arbitration if permitted by Law.

The Last Offer of the County took the following form:-

ECONOMICS

1. SALARIES

January 1, 1994	4% increase
January 1, 1995	Convert from twelve (12) step guide to twenty (20) step guide moving each employee to closest next step on twenty (20) step guide and add 3% increase
January 1, 1996	4% increase
January 1, 1997	3% increase
July 1, 1997	Step increase.

2. OVERTIME

Revise the last sentence in Section 1 as follows:

Employees may, if directed by the Department head with approval by the County Administrator, receive compensatory time off at a rate not less than 1½ hours for each hour of employment greater than the normal work week. When compensatory time is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Employees shall be permitted to use compensatory time earned within a reasonable period after accrual if the use of the compensatory time does not unduly disrupt the operations of the department. A reasonable period is defined for these purposes as being within two (2) pay periods.

3. MEDICAL BENEFITS

The County sought an increase in hospitalization and major medical deductibles effective July 1, 1995, increasing the individual deductible from \$50.00 to \$100.00 for each individual, and from \$150.00 to \$200.00 for families.

The County also sought herein an increase in the Prescription co-pay for both generic and name brand drugs effective with July 1, 1995, by which the generic co-pay would increase from \$1.00 to \$3.00 and the brand name co-pay would increase from \$2.00 to \$6.00.

4. MANAGEMENT RIGHTS & RESPONSIBILITIES

The County sought to add the following to the language currently contained in Section 1 of Article 5:-

To determine the initial hiring rate above Step 1 in cases where the County has difficulty recruiting for the position or where the County wishes to recognize prior experience in the same position.

NON-ECONOMIC ITEMS

1. GRIEVANCE PROCEDURE

The County proposed the following modification to Article 6:-

If the employee is not satisfied with the decision of the Freeholders or their designated hearing officer, the employee may appeal as permitted by law to the New Jersey Department of Personnel for a hearing before an Administrative Law Judge.

BACKGROUND & DEMOGRAPHICS

P.B.A. Local 302 represents rank and file Corrections Officers employed in the County's correction facilities.

The last Collective Bargaining Agreement covering the terms and conditions of employment covered the period of January 1, 1991 through December 31, 1993. The parties have operating absent an agreement since January 1, 1994.

Corrections Officers, in Warren County as well as elsewhere throughout the State, are law enforcement personnel, whose responsibilities are custodial in nature.

As of the expiration of the 1991/93 Agreement, there were 46 Corrections Officers. During the course of the hearings, it was indicated that while 21 persons were "in the process of being hired," there actually were 52 Corrections Officers.

The County population in 1991, the last year for which data is available, stood at 92,600 persons. Same was estimated to increase to 93,600 for 1992.

The per capita income in 1989 (again, the last year on which data was available, or at least offered into evidence) was \$16,716, while the median family income was \$45,770.00.

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GENERAL ECONOMIC COMMENTS

While the Statute controlling Compulsory Interest Arbitrations sets forth some eight guidelines for the neutral arbitrator to examine, consider and weigh, the one heretofore usually given the greatest weight involved wage comparabilities.

This emphasis has been subjected to judicial criticism. Criticism that far too much weight was being given to comparabilities, while not enough consideration, in fact far too little weight was being given to the ability of a Municipality and its citizens to pay the sums awarded through the compulsory Interest Arbitration process.

Until most recently patterns would develop. Each Award would grant increases financially similar to those awarded in earlier cases or similar to those instances where no Award was involved, but where the parties were able to amicably resolve their differences and agree upon wage increases.

In the past if a Municipality, offering an economic package much below that representing earlier settlements, defended its offering upon the financial restraints of its budget and the ability of its taxpayers to bear a bigger burden, it rarely was successful.

For years when such argument was made by the employing Municipality, it may well have been a case of the governing body crying "wolf" needlessly. The 1980's evidenced an economic boom. Most governing bodies, in the form of either local surpluses or in the form of ever increasing State Aid, were able to fund the settlement awarded.

With the real estate markets hitting all time highs, with unemployment hitting new lows, the overall economic environment was such that the statutory criteria concerning the ability to pay became less and less crucial.

During the past couple of years a vast economic change has developed. Unemployment, especially in New Jersey has increased. Wage increases, where there are increases, have come down. The spiralling real estate market has all but collapsed. Real Estate, an item representing a good portion of one's wealth, simply cannot be sold at anything near expectations. Employee benefits are being cut back by hard pressed employers. In short, the economic climate of the 90's is vastly different from that which prevailed during the 80's.

The ability of a Municipality to find a way to pay wage increases can no longer be accepted as a "given."

The budgetary problems of the State has cut into and diminished the flow of State Aid. No longer can such aid be anticipated so as to offset financial plights of local governments.

Thus, far more weight to the ability to pay criteria, and the effect thereof on the taxpayers must be given.

Does the County of Warren have the financial ability to fund a settlement somewhat in excess of what it has offered? Do the other Statutory criteria, cumulatively, while considering the ability to pay, warrant recommending a proposal which in itself may be somewhat above what earlier settlements have produced?

Now, down to the proposals, the positions, the arguments offered by the County of Warren and P.B.A. Local #302.

<u>Minimum</u>		<u>Maximum</u>
\$22,969	1994	\$35,604
\$24,117	1995	\$37,385
\$25,323	1996	\$39,252

Thus, even under the P.B.A. proposal, unit salaries would still be well below what was being paid to Correction Officers in most every other part of the State.

While not at issue herein is the question of longevity and the additional amounts over and above base salaries that can be earned in the County.

The most recently expired Contract established longevity stipends at \$200.00 after 5 years and then an additional \$50.00 per year to a maximum of \$675.00.

Even the addition of the maximum longevity does not improve Warren's maximum earnings position. They were still in 1993 dead last except for Gloucester County.

What one must consider, and consider most carefully when comparing wages and potential earning power, is the number of years that it would take a Corrections Officer to reach, if ever, the top salary paid to his brethren in other Counties within the State.

An examination of some 14 other Corrections Officers unit reveals the undisputed fact that while Warren currently has a 12 step guide, only two, namely Burlington and Sussex have as many as 8 steps, the average being 6½.

Thus the County in seeking to implement a 20 year salary guide, would if their position was sustained, require the Warren County Correction Officers to work approximately 12 to 13 more years to reach the top salary than is required elsewhere in the State.

Other than to have all County workers on a salary step guide equal in length, is there any real reason to establish a guide that would result in ones' goal of reaching the top, a distant, vague dream?

One thing becomes most difficult herein in ultimately having to decide one last best offer against another. The County's offer covers a four year (1994/97) term, while the P.B.A. position calls for only a three year (1994/96) term.

While at this point in the year 1996, the parties certainly deserve a hiatus from negotiating. They should not have to return to the negotiating table even before the ink is dry on the Contract that results from these proceedings.

But how does one accurately compare, and determine which terms are more reasonable when apples and oranges, three years versus four years are the subject for comparison?

The Arbitrator will thus compare the basic three years involved, while recognizing that the parties themselves, not necessarily the taxpaying public, deserves the fourth year. The benefit to the parties over the fourth year will not be the sole deciding factor herein. Which proposal is more reasonable, everything considered, will be the determining factor.

While comparability amongst settlements should not, and is not of prime concern, same still under the Statute must be considered, especially those where some, if not all years involved, are the same. There are only a limited number of such Awards issued in 1996.

In Ridgewood Village a pair of 4%'s (1994 & 1995) were Awarded over a split 3%-2% proposal.

In Fair Haven Borough (1995-97) 4.3%, 4.4% and 4.4% were Awarded over 4.25% and a par of 4%'s.

In Avalon (1995-97) annual 4% increases were Awarded over three 2½% split increases.

In Jersey City (1994-96) increases of 3.75%, 4% and 4.25% were deemed more reasonable than annual 4.25% increases.

In Hudson County (1994-96) a delayed 5.5%, 5% and 5% was Awarded over an offer of 5% annual 1994-1998.

In Rahway (1995-98) annual increases of 4.5% were deemed more reasonable than 4% annual increases.

It is obvious but that settlements are coming in in the under 5% range.

It is equally clear that other settlements, those concluded absent an Interest Arbitration Award, are not coming in any higher.

2. LEAVES OF ABSENCES

HOLIDAYS

SICK LEAVE USEAGE

The P.B.A. proposals herein were three in number.

The first P.B.A. proposal herein sought an additional personal leave day over and above the 3 they now have.

1. SALARIES

The positions, the final offers of both parties has been set forth above.

The most recently expired Contract, the one that expired almost 2½ years ago, back on December 31, 1993, contained a 12 step salary guide with a \$21,875.00 to \$33,909.00 range. None of the Officers were at or near the top of maximum step. In 1993 unit members were scattered over the guide, with 10 being compensated on Step 1, 12 on Step 5, with only 8 Officers being on Steps 6-9. The balance was on Steps 3, 4 or 5. The average 1993 wage was \$24,943.00, a sum which is midway between Steps 3 and 4. The vast majority of the unit, as indicated had many more years to work until they earned the then maximum. The highest paid unit member in 1993 earned \$34,584.00 including longevity.

Notwithstanding, the County sought to increase the number of guide steps to twenty (20) retroactive to calendar year 1995. Under such proposal, the minimums and maximums would remain the same, but spread between 20 steps rather than 12.

What the County wanted was to have the P.B.A. follow the pattern of AFSCME which settled its 1994/97 Collective Bargaining Agreement with a 20 step guide, which became the pattern for all but two other County units (the Sheriff's Officers and with Professional Nurses represented by the C.W.A.). AFSCME settled for a 4% wage increase for 1994, without any step movement. All employees were for 1994 frozen at their 1993 level, and then received a 4% increase.

In 1995 AFSCME increased its 12 step guide to 20 steps with equal dollar difference between each step. Employees were then placed at the step on the 20 step guide which granted them some monetary increase, no matter how small, over 1994, after which each step would be increased by 3%.

For 1996, everyone would again be frozen on step, but the step would be increased by 4%.

For 1997, the County, still seeking to emulate the AFSCME settlement would increase all wages by 3% while freezing each persons' step through June 30, 1997, when advancement to the next step on the guide would take place.

When one applies the County offer of 4% on each step, the new range for 1994 would increase to \$22,750.00 minimum and \$35,265.00 maximum. The difference between the two of \$12,515.00 would then be divided equally amongst the proposed 20 steps, creating a \$659.00 increment between steps.

This in essence would for 1997 establish a wage increase under the offer of the County of 3% plus \$329.50 or (½ the annual increments) or just about a 4% total.

County budgeting for 1994 was aimed at maintaining operating expenses at 1993 levels, while limiting 1995 increases to 2%.

As the testimony of the financial experts by agreement referred to earlier herein was to be ignored, just how they succeeded, if in fact they did succeed is not known.

From the materials submitted pertaining to Correction Officers, the starting salary in Warren at \$21,875.00 for 1993, falls way behind the average [Mercer County by stipulation excluded] Statewide of \$23,253.00. The only Counties offering a lower starting wage was the \$20,550.00 in Ocean and the \$20,860.00 in Middlesex.

For 1994 the Statewide average, excluding Warren, indicates an increase to \$23,602.00, and then in 1995 to \$24,476.00.

Under the County's offer of a 4% increase in 1994 and 3% (on the increased 20 step guide) for 1995, starting salaries in Warren would increase to \$22,750.00 and \$23,433.00 respectively. The County's 4% offer for 1996 would produce a \$24,369.00 starting wage. 3% more in 1997 would produce a \$25,100.00 starting salary.

It becomes fairly easy to see why the County has coupled in their offer, a proviso (under its Management Rights economic proposal) that would allow them to hire at other than the starting wage of the guide.

Data was submitted establishing the maximum 1993 wages amongst 14 County Correctional salaries submitted, showed Warren's \$33,909.00 surpassed by all but Gloucester County where the maximum was \$31,800.00. The maximum? Bergen County at \$51,624.00. The median? \$40,119.00.

With limited 11 County data available for 1994, Gloucester County at \$33,072.00 would still be the only Department lower than the Warren maximum. Under the County 4% offer the maximum would go up to \$35,265.00, a figure still well behind the next lowest, Sussex at \$36,007.00. The average maximum wage would be \$43,021.00.

For 1995 the available settlements drop to eight, with the maximums increasing to a range between \$37,807.00 (Somerset) to \$56,375.00 (Bergen). The average? \$46,240.00. The Warren maximum, at Step #20, would rise to \$36,323.00.

Even adding the County's offer of 4% for 1996 and then 3% for 1997, the Warren maximums would only reach \$37,775.00 (1996) and \$38,909.00 (1997), sums that would continue to leave the Warren County Correction Officers far behind their brothers elsewhere in the State.

The annual wages that would result if the position of the P.B.A. was determined to be more reasonable would result in the following minimums and maximums:-

The second P.B.A. proposal seeks the right to use their sick leave entitlements for prenatal care and/or birth of an Officer's child.

The final P.B.A. proposal on point sought a benefit whereby if the County closed any of its offices, while still requiring the Correction Officers to work, that they would then each be entitled to an equivalent amount of compensatory time, with such compensatory time being scheduled by the Correction Officer and be approved by the Warden or his designee.

The 3 personal days now called for under the Contract, exceeds only the 2 received in Bergen (where wages far exceed those of Warren) and in turn are exceeded by Camden, Hunterdon and Middlesex. All others also enjoy 3 days.

The reason for looking at the number of personal days is to determine how many days off "with pay" can be taken by the Officer. Thus, one must look in addition to holidays and sick days.

As for the latter, 15 days annually is a standard. All Departments enjoy the same.

Holidays range between 12 days in Camden to 15 days in Passaic and Somerset. Warren offers 13 as does Sussex, Morris, Monmouth and Cumberland. The others all receive 14 days.

The combined 16 holidays - personal days, while not lower than any other Department on which data was offered, was exceeded by 11 other Correction Departments.

No data was presented that would indicate how many Departments, if any, allow their Officers to use their contractual sick leave to assist in the prenatal care or after birth care of their child.

Likewise no data was offered as to what other Municipalities do in the event that the entire Municipal work force is told to stay home.

If we were considering a closing because of a snow emergency alone, there would be no rationale for the P.B.A. request. An exchange of shifts with those who could not come in would be sufficient. But the proposal, without much detail appears to represent more. Are we talking about a day off because of a National tragedy? The death of a President? An assassination as befell Martin Luther King? A National Day of Mourning?

Each would have its own justification or lack of justification for the proposal.

Unfortunately, this was placed in an overall economic proposal, and cannot be separated from the remainder of the package, should the proposal of the P.B.A. be deemed to be more worthy and reasonable. There have, most fortunately, been very few such days in the past half century.

3. MEDICAL & OPTICAL INSURANCES

The increase in medical plan deductibles, \$50.00 for each individual and \$50.00 for families, sought by the County are identical to those agreed to by AFSCME and others.

Likewise are the increases sought by the County so far as Prescription-Drug Insurances are concerned. The co-pay was increased from \$1.00 to \$3.00 for generics and from \$2.00 to \$6.00 for brand names.

Some slight medical changes, reductions in benefits or increases in contributions, are not uncommon.

The County is consistent when it seeks from the Corrections Officers that which it received in negotiations from the Union representing some 80% of its workers.

This consistency creates a problem however.

Part of the P.B.A.'s last offer seeks an optical benefit, a benefit identical to that which the County had agreed to provide to the members of AFSCME. Why, in the name of consistency wasn't the optical benefit, which would be a new benefit to the Correction Officers, offered?

Consistency cannot be a one-way street, even though only five other Corrections departments offer their Officers a similar benefit.

It is equally interesting to note that the County offered no financial data that would indicate what sums of money would be saved by the change. After all, if money is saved, same must be deducted from the total cost of the County's package.

4. OVERTIME

The County sought to reduce overtime monetary compensation by offering equivalent time and one-half compensatory time off to Officers, instead of time and one-half in cash. This, the County argued, would not cause an employee "to suffer an economic loss, as same would improve their moonlighting opportunities."

The quote appears on page 35 of the County's brief and must be taken with a grain of salt. In making the proposal one must recognize, admitted by the County or not, that the County is seeking

to reduce the amount of money a Corrections Officer can earn in overtime. This would have to represent an economic or monetary loss, unless of course the County can guarantee the materialization of off-duty moonlighting or employment opportunities.

No data was presented that would indicate which Counties, if any, restricted compensation for overtime to time off rather than paying for same in cash.

5. UNIFORM & MAINTENANCE ALLOWANCE

Warren County currently pays a combined \$500.00 for clothing and maintenance allowances, a sum exceeding that which is paid by only three other Municipalities.

The combined average between the other 17 Districts used for purposes of comparison comes to \$664.41.

Even after the sought after annual increases, the sum sought by the P.B.A. will not surpass the County average until the \$725.00 total is reached for 1996, and even then only if the other Departments remained at a status quo figure for 1994/96.

6. MANAGEMENT RIGHTS

The County proposal as set forth earlier herein on point, would allow the County to hire new Corrections Officers at a step or steps above the normal step 1 hiring step or salary.

If the County could not find or hire a new Officer at the then starting salary, it could slot him in at any step on the guide, even at a step or steps higher than others already employed who were willing to work for the lower scale.

The effect of this on morale would be devastating.

It is interesting to note that during preliminary efforts at mediation, undertaken prior to the formal Interest Arbitration hearings at the joint request of the parties, the Union acknowledged that it had no real objection to a new hiree being hired at a rate above the contractual minimum, provided that such new hirees wage would not exceed that earned by the then lowest paid unit member.

This certainly would have avoided the morale problem that would be caused should a new hiree be paid more than an experienced unit member.

Why the County could not agree thereon, and have the matter resolved and not be a part of their overall economic package remains a mystery.

This probably should have been classified under "non-economic" items, except for the fact that respective Counsels agreed that it was to be considered as an "economic" item. The rationale? Perhaps because the implementation would have a monetary effect on the financial offer of the County. A new hiree could conceivably cost more in salary.

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During the course of the hearings the parties through the testimony of financial experts, specifically Vincent Foti on behalf of the P.B.A. and Louis Mai on behalf of the County, questioned and discussed the financial concerns of the County.

Unfortunately, as indicated earlier herein, a hitch developed in the transcribing of the taped record, resulting in the parties stipulating "(1) the record of the testimony will not include the examination of P.B.A. witness Foti and County witness Mai due to incomplete transcript recordings; (2) the record will not include Exhibit PBA-17 for the same reason as above; (3) the original contract documents are not supportive of statistical data attributed to Mercer County. Accordingly, Mercer County data is to be deleted from the Exhibits. Replacement data is unavailable. Wherever summary data is indicated with respect to the Exhibit, Mr. Leder will provide recalculations."

The stipulation, dated March 13, 1996 also set forth an enumeration of some 28 County Exhibits and 2 P.B.A. Exhibits [3], as well as an attachment to be added to County Exhibit C-18.

As indicated earlier herein, the differences between the parties are rather far apart both financially and philosophically (especially where the length of the salary guide is concerned). Thus more than mere current costs of a proposal and its immediate effect on the Community must be examined. The effect on the Correction Officers employed by the County, as a result of the County's last offer must also be considered. The real question is, in light of everything, and carefully considering the Statutory criteria set forth in the Interest Arbitration statutes, whose "last offer-best offer" is more reasonable. More reasonable so far as both parties are concerned.

[3] The itemization of these 30 Exhibits is set forth earlier herein.

As indicated earlier, the Statute establishes eight points, criteria or guidelines for consideration by the neutral arbitrator in considering the LOBOs presented. The undersigned Arbitrator has examined the voluminous data presented by both the County of Warren and the PBA Local #302, and has taken into consideration each of the items set forth by the Legislature.

It now becomes incumbent upon the undersigned Interest Arbitrator to examine and consider each of the Statutory criteria involved in these proceedings.

1. THE INTEREST AND WELFARE OF THE PUBLIC.

The interest and welfare of the public demands a high caliber of Police protection which must be considered along with the needs of those persons making up the employee unit herein. This, especially because of the nature of the unit. The unit involves Corrections Officers, or persons in years past referred to as Prison Guards.

Corrections Officers are law enforcement personnel. Their functions and responsibilities include guarding prison or institutionalized inmates, persons having been convicted of all sorts of crimes.

Corrections Officers work in some 10 guarded cell blocks, where Central control exists. The facility includes in addition to the cell blocks, a gymnasium, a booking area and a mini-hospital, in all of which the inmates must be guarded.

Different cell blocks house different classifications of prisoners ranging all the way up to those who are considered "maximum security" risks.

Prisoners are often times assigned to duties outside the perimeter of the facility walls and must be guarded.

Once an inmate is processed by the Corrections Officer into the facility, the Officer's primary function is to maintain security.

The Corrections Officers acknowledged [TR.49] that their functions do not compare with the Municipal Police, the County Police nor to any State or Federal law enforcement personnel that generally engage in detections of violations of law.

Corrections Officers, unlike most Police units, do not investigate crimes nor make arrests.

It is probably for just such reasons that Corrections Officers' wages do not approach those of regular Police Departments. Thus, wage and other contractual benefits were compared with other Correction Officers contracts only and did not consider either wages or benefits of the more common P.B.A. units.

Where a Municipality has within its borders a correctional institution or prison, it must be certain that those employed therein are trained, qualified, competent and dedicated to protecting their safety. Thus, the interest and welfare of the public demands a high caliber of protection, protection which must be considered along with the needs of those persons making up the facilities work force.

While Corrections Officers evidence their interest and support for the Community it serves by putting forth its best efforts to protect the citizenry, the County and its taxpayers have only a single way of exhibiting its support to and appreciation of its Corrections Officers, namely by granting each and everyone of them an equitable and reasonable salary increase, enabling them to earn a respectable wage and to support their families.

A very simplistic view of this "interest and welfare of the public" criteria of the Statute might well be that the public is always best served by the governmental body spending less. This is not, and should not be inferred by the Statute or the intentions expressed by the Legislature.

The public is best served by a professional and well functioning law enforcement department. Productive and well motivated employees best serve the public and their interests, not employees who work for the cheapest rate possible. This, notwithstanding that too many contracts involving safety are awarded to the lowest bidder.

A public employer best serves the public interest and public welfare by striking a balance between satisfying its employees, thereby avoiding labor strife, and maintaining a stable level of government services. While a Municipality, the County herein, may have difficulty balancing these competing interests with its budgetary financial restraints, it should not sacrifice fairness to its employees.

By the same token, a Municipality, any Municipality, should not reduce essential governmental services merely to satisfy the economic demands of its employees.

There can be absolutely no doubt but that the Corrections Officers, members of P.B.A. Local #302 have been serving the citizenry of the County in a most commendable manner.

The P.B.A. argued that too many of its members are required to work multiple jobs and/or that their households require multiple incomes and thus create a stress level that will likely affect productivity and performance.

That households today, probably the vast majority of households, be they police or quasi-police families or not, require multiple wage-earners, is common. No matter what the salary earned is, most families are made up of multiple wage-earners. The Police are not unique in this respect.

Settlements in private industry are not any greater than those in the public sector, if even as high.

"Give backs" are most common in private industry, just as there are many instances of wage reductions.

With the high rate of unemployment, something that has escalated over the past few years, many persons in both public and private sectors are happy to have a job. Wage increases are secondary. As will be pointed out under criteria #8 hereafter discussed, job security is not a question or concern within the unit.

2. COMPARISON OF WAGES AND OVERALL COMPENSATION AND CONDITIONS OF EMPLOYMENT.

This portion of the Statute requires the Interest Arbitrator to consider a comparison of the wages, salaries, hours and conditions of employees involved herein with the wages, salaries, hours and conditions of employment of other persons performing the same or similar services in public employment in comparable jurisdictions, in comparable private employment [4], and in public and private employment in general.

The County in seeking to compare wages under this section of the Statute contended that only limited comparisons could be drawn as Warren is only one of four other Counties that could truly be classified as rural in nature. These four were Hunterdon and Sussex which are in neighboring Northeast New Jersey and Salem [5] and Cumberland which are in Southwest New Jersey.

The County even objected to using these Counties for purposes of comparison, as the data available was negotiated in Hunterdon in 1993, Sussex in 1994 and Cumberland in 1995.

That such data is dated makes no real difference. One cannot overlook the fact that the most recently expired contract involving the parties ended on December 31, 1993. Thus, negotiations for a successor certainly started, or should have started back at the same times as Hunterdon and Sussex.

As indicated earlier herein, sick leave appears to be the same everywhere. All get 15 days annually.

[4] There are no real private sector Corrections Officers or Police Departments, unless one wants to consider private security firms, though none serve as Prison Guards.

[5] Data on Salem was not made available to either the P.B.A. or the County.

When comparing 1993 wages amongst those Counties relied upon by the County, the \$21,875.00 Warren starting salary is \$625.00 below that of Hunterdon and \$1,517.00 below that of Sussex.

The data pertaining to Cumberland salaries is in apparent dispute. The County contends that the Cumberland base wage in 1993 was \$17,000.00 and remaining unchanged for 1994. The P.B.A. contended Cumberland's base wage in 1992 was \$18,650.00. Unless a new starting wage was negotiated, there is no way that an \$18,650.00 wage could be reduced to \$17,000.00 for 1993 and 1994.

If the County believed it could hire new personnel as a \$17,000.00 or thereabout figure, it should have sought to create a new hiree starting wage. It would then, if it could recruit, compare. It should not be overlooked, but the County sought to be able to hire at a higher than Step 1 wage.

If the position of the County was to be sustained herein, the County wage would rise to \$22,750.00 and still be \$750.00 below that paid in Hunterdon and \$1,812.00 below that paid in Sussex.

Much greater discussion on comparisons as to minimum and maximum wages appears earlier herein under the wage or salary discussion. No matter how one examines the data, starting wages in Warren of \$21,875.00 exceeded only those of Ocean \$20,550.00, Middlesex \$20,860.00 and Gloucester \$21,200).

Maximum wages, with or without longevity, still places Warren behind all but Gloucester and Cumberland.

One should not lose sight of the fact that the settlement figures proposed by each of the parties herein will produce less than what will be earned elsewhere amongst Correction Officers.

When comparing the wages of those employed in Correctional Institutions, one must conclude that the duties, the risks, the work environments and the responsibilities are more or less the same throughout the State. The duties, the risks are alike, no matter where the Correctional facility is located. The wages however under either parties offer will not during the life of the contract be nearly equal.

3. COMPENSATION & FRINGES

A contract does not involve compensation alone. A contract covers many other benefits as well, including vacations, personal days, holidays, sick leave, overtime, clothing and/or maintenance allowances, insurances, etc., etc.

While it would be beneficial to be able to compare each and every Correction Institute contract with the various contractual components, this is not possible, though comparisons can be made with all of those on whom the parties themselves offered agreements or contracts into evidence.

The three personal days leave is the same as all but Bergen's 2 days, Camden's 6 days and the 4 days in both Hunterdon and Middlesex.

The three bereavement leave days offered are surpassed by 9 of the other 17 Counties, topping off with the 7 days allowed in Camden County and a half dozen 6 day allowances.

The County's 13 holidays are surpassed by 12 of the Counties on which data was presented.

A set minimum amount of call in time appears in some 13 contracts. Warren has no minimum time. One gets paid only for actual time spent.

Nine Counties offer a minimum amount of pay for Court time. Warren offers nothing.

While all offer some form of Health and Major Medical insurances, only 6 offer no Dental insurance, Warren being amongst the six.

While only 5 Counties offer Optical insurance as a benefit, Warren does not even though it offers same to the 80% of its work force represented by AFSCME.

Warren offers some form of prescription-drug insurance, as do all other Counties except Somerset, though co-pays may differ amongst the Counties.

Health Insurance is given to retirees in 8 Counties Correctional Institutions employment contracts, but not in Warren.

Some form of terminal leave is enjoyed in Warren, as in most other Counties, though the degree may vary. The maximum payout is \$13,000.00, a sum exceeded by at least a half dozen other County contracts.

The comparison of clothing/maintenance allowances has been discussed earlier herein.

It is fairly safe to conclude that non-wage contractual benefits are not running away in terms of generosity in Warren County.

4. STIPULATIONS

The parties entered into the following stipulations:

- a. In 1992 there were no bargaining unit members earning \$32,295. (Tr. Vol. I, p.90).

- b. Exhibit PRA-11 is a true and correct copy of a document supplied by the County. (Tr. Vol. I, p. 126).
- c. "AOC" is an acronym for Administrative Office of the Courts. (Tr. Vol. III, p. 42).
- d. The parties have agreed to disregard the testimony of PBA witness, Vincent Foti and County witness Lou Mai. (Tr. Vol. II, pp. 23-88).
- e. The parties have agreed to disregard the data concerning Mercer County contained in the PBA's exhibits.

5. THE COUNTY'S AUTHORITY TO GOVERN, RAISE TAXES, PASS ORDINANCES AND TO ENTER INTO CONTRACTS.

The County's lawful authority so far as the budget is concerned, was and is restricted by the New Jersey CAP Law. The neutral Interest Arbiter is statutorily and constitutionally required to consider CAP restraints imposed upon the governing body.

The CAP Law has been in existence for some 15 or 16 years in one form or another. Said Law is aimed at limiting local governmental costs and at the same time limiting the tax burdens on the homeowner.

The New Jersey Local Government CAP Law [N.J.S.A. 40A:4-45.1 et seq.] restrains the lawful authority of the employer by limiting overall budget increases. By limiting such budget increases, the ability of the Borough to grant unlimited wage increases to its employees is restricted.

The 1990 amendments to the CAP Law was intended to slow down the rate of increase in local property taxes. These amendments eliminated certain heavy expenditures from heretofore exceptions when computing the possible tax increase.

While the CAP Law does not impose a line item by line item limitation, it places a limit on the overall budget to the extent that it is subject to the CAP Law. Because salary expenditures fall within the CAP, the Legislature in a not so round about way has attempted to limit the maximum amount the County or any Municipality may increase taxes for the purpose of covering salary expenditures.

Costs incurred to fund a possible adverse interest arbitration award must be taken into account by the Municipality in determining whether overall budgetary appropriations exceed the ceiling imposed by the CAP.

At no point during the proceedings, not even in its brief, did the County raise a contention or offer as an argument that the final offer of the P.B.A. would result in it exceeding its authorized CAP. In short, no part of the P.B.A.'s final offer, would in order to be implemented, require or cause the County to violate its lawful authority.

6. THE FINANCIAL IMPACT ON THE MUNICIPALITY AND THE TAXPAYERS

There is little that could be stated under this criteria that has not been stated under criteria #5 above, or elsewhere in the overall discussions of the demands and positions of the parties.

7. THE COST OF LIVING

The Cost of Living Index or the Consumer Price Index has for many years been used in order to justify rather large wage increases.

The effect of changes in the Cost of Living on ones purchasing power is of prime importance to any worker. Will the increase keep pace with the increase in the Cost of Living so that he can continue to maintain the same standard of living?

Accordingly, the Statute mandates that the Arbiter when rendering his Award consider the costs of living.

There are actually two C.P.I.'s issued. One covers "all Urban Consumers." This is the C.P.I.-U. The other covers "Urban Wage earners & Clerical Workers." This is the C.P.I.-W.

The National average Cost of Living increases over the past three years has been the lowest that it has been for many years.

As the negotiations herein go back to, and involve calendar year 1994 a precise examination of the CPI is called for.

The C.P.I. in the New York-Northeast New Jersey region rose 2.4% in 1993, 2.1% in 1994. Between September 1994 and August 1995, at about the time the actual hearings herein ended, the C.P.I. rose 2.3%.

While there can be no question but that the P.B.A.'s 5% wage demand in each of the years involved, no amount of even convoluted math will increase the Corrections Officers' salary to a point where it will approach, no less surpass the average wage of similarly classified Officers.

8. THE CONTINUITY & STABILITY OF EMPLOYMENT

There is absolutely no question but that the continued employment of members of P.B.A. Local #302 is secure and will continue.

The fact that the County has on the table a proposal that in effect would allow it to hire new Officers at a step or more beyond the present Step 1 figure, is certainly a clear indication that there is no anticipation of laying off personnel. If anything, such proposal is a clear indication that additional personnel will be hired.

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NON-ECONOMIC PROPOSALS

As indicated earlier herein, there are a total of three non-economic proposals involved in these proceedings.

Two of the proposals are those of the P.B.A., while the County offered only one.

However, two of the proposals, one from the County and one from the P.B.A. evolved around Article 6 of the Contract, the section relating to the grievance procedures.

The P.B.A.'s proposal thereon sought to add the following language to Article 6:-

"Minor discipline may be submitted to final and binding arbitration if permitted by law."

The proposal of the County so far as Article 6 was concerned, took the following form in an effort to modify existing language:-

"If the employee is not satisfied with the decision of the Freeholders or their designated hearing officer, the employee may appeal as permitted by law to the New Jersey Department of Personnel for a hearing before an Administrative Law Judge."

The County's proposal sought to conform its disciplinary-grievance procedure to the mandate of State of New Jersey vs. Troopers Fraternal Association [134 N.J. 393], a 1993 decision of the Supreme Court wherein it ruled that the Legislature never intended the disciplinary amendments embodied in the Employer-Employee Relations Act [N.J.S.A. 34:13A-5.3] to permit employers to negotiate arbitrator review of minor disciplinary infractions affecting police employees.

The County contended that the P.B.A. agreed to the removal from the Contract of minor disciplinary arbitral review.

This, the P.B.A. vehemently denied, both at the hearing and in its brief.

The P.B.A.'s Article 6 proposal herein would have the effect, if granted, to reinstate the arbitration procedures if same ever again becomes legally permissible.

The effect of the Court's decision reinstates a 1981 decision In re Jersey City Police Officers Benevolent Association [179 N.J. Super 137] that "discipline of the members of a Municipal Police Department is plainly a subject of managerial prerogative that has not been delegated by the Legislature to the Municipality and cannot be negotiated by agreement by the Municipality..."

Thus, the County argued in support of its proposal, that it was and is without authority now to negotiate arbitrable review even if someday in the future it may again become a negotiable subject.

Absent obtaining their proposal, the P.B.A. sought to allow the Courts to determine whether minor disciplinary matters were arbitrable or not so far as Correction Officers were concerned. It was the P.B.A. contention that the State Troopers case, as interpreted by PERC, broadly precluded arbitration of minor discipline for law enforcement employees in general. Said decision of PERC is currently on Appeal before the Appellate Division.

The employees in these very proceedings are Correction Officers, not State Troopers.

If the present Appeal is sustained, and if the proposal of the County is Awarded herein, the P.B.A. would have lost needlessly, a very important benefit, namely the right to arbitrate minor disciplinary matters.

If I, the Arbitrator herein, was to Award the County its proposed Article 6 contract modification, I would in essence be affirming the determination of PERC while a valid appeal therefrom still lives. It is not the function of an Arbitrator, any Arbitrator to issue an Award that would effect, so far as interested parties are concerned, the terms of a still to be decided appeal to the esteemed Appellate Division of this State.

The effect of the County's proposal would be to give the P.B.A. and/or its grievant an opportunity for a minor disciplinary grievance hearing beyond the County Freeholders, to an Administrative Judge, should the pending appeal of PERC's decision be reversed. There is no reason why such offered avenue of appeal should not become a part of the contract, as the Law now stands.

By the same token, there is no reason why the P.B.A.'s proposal should not be Awarded either, to take affect only if the Appelloate Division reverses PERC's decision.

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The third and final non-economic proposal, that offered by the P.B.A. sought to spell out that vacancies be deemed to include both temporary and permanent vacancies.

The County contended that the proposal itself was not presented within the time frames initially agreed upon at the start of negotiations.

An examination of the transcript also elicits an objection thereto by the County because the P.B.A. relates the clause to something referred to as a "temporary vacancy" while such a concept does not exist under Civil Service Law.

The Arbitrator must agree that either a position is vacant or it is not vacant. If it is not filled while one is on vacation or out sick, the position is not vacant.

A study of the transcript [TR 10-14, June 8, 1995] fails to indicate precisely what the P.B.A. meant by "temporary."

The P.B.A. proposal will be rejected.

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Subsequent to the hearings in this matter, the Interest Arbitration Statute was amended by the State Legislature. It is only regretted that the changes were not made retroactive, so as to cover those cases wherein Awards were not issued.

It is most difficult to deem the last offer of one party herein to be more reasonable than the other. Each of the parties herein have included in their last offer, something that is grossly unreasonable.

Under the recently enacted "Police and Fire Public Interest Arbitration Reform Act" the Arbitrator would not have to select the economic proposal of either party as a single entity. Personally, neither deems to be worthy of selection in its entirety.

The P.B.A. in seeking a 5% annual wage increase, plus a small annual increase in the existing clothing-maintenance allowance, plus the creation of a very modest optical insurance plan, totalling in all about another $\frac{1}{2}$ of 1%, tends to be unreasonable. Settlements are not exceeding 5% per annum.

The County, while being more reasonable so far as wages are concerned, is so far out of line in its proposal for a 20 step salary guide, leaves the Arbitrator no choice but to determine whose position is more unreasonable.

Just how a 20 Step guide would effect a current employee over the years, can best be visualized by tracking an employee who was compensated in 1993 at the then Step 9 (no one was beyond such step in 1993) rate of \$30,627.00.

Under the County's proposal, said employee would receive a 4% including increment increase in 1994. This would keep him on Step 9 at a \$31,852.00 wage.

In 1995, with the onset of the 20 Step guide, such employee would move to Step 15 at \$31,976.00 plus 3% or \$32,935.00. A 4% 1996 increase, remaining on the same step (15) he would receive \$34,252.00. In 1997, still on Step 15, a 3% increase would be given on January 1, resulting in a wage of \$35,280.00. On July 1, 1997 such employee would go up a step, to approximately \$35,610.00.

Under the P.B.A. proposal said employee would advance to Step 10 in 1994 and earn \$32,150.00. On Step 11 in 1995 he would earn \$33,766.00. In 1996, at the twelfth or maximum step such employee would earn \$35,454.00.

When one compares the wages paid to Correction Officers throughout the State, based upon concluded 1994-1996 settlements, the figure that would result under the County proposal \$34,252.00 or even if the 1997 figure of \$35,610.00 was considered, when coupled with a 20 step guide, the position of the County is more unreasonable, leaving the P.B.A. proposal for a \$35,454.00, 1996 wage within the continuing 12 step guide, more reasonable.

If the Arbitrator had his druthers, acting under the new Statute, the monetary offer of the County would have been the subject of the Award, but with the continuation of a 12 step guide.

As this Award is being written it is almost 4 full months into 1996. The parties have been in face-to-face negotiations since the latter part of 1993. They certainly do not need to, nor should they be required to return to the table immediately for a successor to the Agreement not yet written or executed, the Agreement that will result from this Award.

It is too bad that the P.B.A. had not included a fourth year, 1997, into its proposal, as same would have allowed for some small respite before resuming negotiations.

It is equally unfortunate that the proposals of the County had evolved around the number of steps on the guide.

Merely because 80% of the County's employees all represented by AFSCME, agreed to a 20 step salary guide and a give back in benefits, does not make the County's offer more reasonable. The other 20% of employees must be considered as well, else they may as well agree that AFSCME negotiate for everyone.

NOW THEREFORE, as the duly selected Arbitrator, having heard all of the testimony offered, and having considered all of the documents and evidence offered, and after evaluating the positions and arguments of the parties, I make the following:-

AWARD

1. That the economic package as proposed by the Police Benevolent Association, Local #302 be ACCEPTED and that the terms therein be incorporated into a 1994-1996 Agreement.
2. That the non-economic proposal of the P.B.A. and the County of Warren, relating to Article 6's Grievance Procedure both be ACCEPTED and be made a part of the 1994-1996 Agreement.

