

P.E.R.C. NO. 98-107

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COUNTY OF SALEM,

Respondent,

-and-

Docket No. IA-97-121

SALEM COUNTY SHERIFF'S
OFFICERS ASSOCIATION,

Appellant.

SYNOPSIS

The Public Employment Relations Commission vacates and remands an interest arbitration award issued to resolve negotiations between the County of Salem and the Salem County Sheriff's Officers Association. The Commission remands the matter to the arbitrator in accordance with its opinion. The Association had appealed the interest arbitration award.

The Commission finds that the arbitrator did not explain the reasons for his award in the context of the statutory criteria set forth in N.J.S.A. 34:13A-16g. The Commission remands the case for such an explanation but expresses no opinion on the merits of the parties' proposals.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

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Appellant.

Appearances:

For the Respondent, Homan & Mulligan, P.C., attorneys
(Michael Morris Mulligan, of counsel)

For the Appellant, Mazzone, Marcolongo & Hughes P.A.,
attorneys (Lee J. Hughes, of counsel)

DECISION

The Police and Fire Public Interest Arbitration Reform Act, P.L. 1995, c. 425, N.J.S.A. 34:13A-14 to -21, authorizes the Commission to decide appeals from interest arbitration awards. N.J.S.A. 34:13A-16f(5)(a). We exercise that authority in this case, where the Salem County Sheriffs' Association appeals from an October 11, 1997 award involving sheriff's officers employed by the County.

The arbitrator resolved the unsettled issues in dispute by conventional arbitration, as he was required to do absent the parties' agreement to use another terminal procedure. N.J.S.A. 34:13A-16d(2). He fashioned a conventional award after analyzing the parties' final offers. Those offers were as follows.

The County proposed a three and one-half year agreement from July 1, 1996 through December 31, 1999 with a 1.5% wage increase for July 1, 1996 through December 31, 1996 and 3% wage increases for 1997, 1998 and 1999. It stated that it did not oppose a "reasonable increase" in the longevity service provisions in the expired contract but did not propose specific changes. Finally, in response to a proposal by the Association, it stipulated that it would provide a health insurance package "constituting parity with employees in the county-wide unit" (Arbitrator's opinion, p. 3).

The Association proposed a five-step salary guide for sheriff's officers and also sought to increase sergeant and lieutenant salaries. The expired contract did not contain a step system and provided for two salary rates for sheriff's officers and sergeants and one salary rate for the one lieutenant in the unit. The Association also sought increases in the clothing allowance, shift differentials and the amount of bereavement leave and proposed a contract provision concerning call-in time/call duty.^{1/}

The arbitrator awarded a three-year contract from July 1, 1996 through June 30, 1998 with 3 1/3% increases in each year. For officers with one through four years of service, who had received no longevity payments under the expired contract, he

^{1/} The record does not indicate the terms of the call-in time/call duty proposal; it also does not indicate the contract term sought by the Association.

awarded a longevity payment of 1% of base salary for each year of service (Arbitrator's opinion, p. 9). For officers with five through nine years of service, he increased the longevity payment from 1.75% to 6% of base salary and for officers with ten through 14 years of service the longevity payment was raised from 2.5% to 8% of base salary. For those officers with 15 or more years of service, the arbitrator increased the longevity payment from 4% to 10% of base salary (Arbitrator's opinion, p. 9). The arbitrator also increased shift differentials by ten cents an hour effective July 1, 1996 and an additional five cents per hour effective January 1, 1998. The arbitrator increased uniform allowances by \$50 per year, granted an additional day of bereavement leave effective July 1, 1998, and awarded the Association's call-in time/call duty proposal. As the County had agreed, the award directed it to provide a health insurance package equal to that received by employees in the county-wide unit.

The Association appeals. It contends, in part, that the arbitrator did not analyze the statutory criteria. See N.J.S.A. 34:13A-16g. It asserts that the evidence it presented outweighs that presented by the County and that the award does not contain sufficient reasoning to justify its result.

In requiring that disputes be resolved by conventional arbitration unless the parties agree to another terminal procedure, the Reform Act entrusts the arbitrator with weighing

the evidence and fashioning an award. An arbitrator must assess the evidence on individual statutory factors and then weigh and balance the relevant, sometimes competing, factors. In reviewing a challenge to an award, we will determine whether the arbitrator considered the criteria in N.J.S.A. 34:13A-16g and rendered a reasonable determination on the issues. Cherry Hill Tp., P.E.R.C. No. 97-119, 23 NJPER 287 (¶28131 1997); N.J.A.C. 19:16-5.9. Consistent with pre-Reform Act case law, we will vacate an award if the appellant demonstrates that: (1) the arbitrator failed to give "due weight" to the subsection 16g factors judged relevant to the resolution of the specific dispute; (2) the arbitrator violated the standards in N.J.S.A. 2A:24-8 and -9; or (3) the award is not supported by substantial credible evidence in the record as a whole. Cherry Hill Tp.; cf. PBA Local 207 v. Bor. of Hillsdale, 137 N.J. 71, 82 (1994); Div. 540, Amalgamated Transit Union, AFL-CIO v. Mercer Cty. Improvement Auth., 76 N.J. 245, 253 (1978).

The primary issue was salary increases -- both across-the-board increases and the Association's proposal for a step system. The arbitrator found that "the Association has made a compelling case for an award which addresses the relationship between compensation and length of service" and that "the record justifies adjustments in these relationships" (Arbitrator's award, p. 5). He concluded that the appropriate method of making such adjustments was to revise the existing longevity percentages

rather than institute a salary guide with steps (Arbitrator's opinion, p. 5). He incorporated his analysis in Salem Cty. and Salem Cty. Corrections Officers Ass'n, IA-97-67, also issued on October 11, 1997, and stated that he had reached "identical conclusions" concerning that unit's step system proposal and had made "identical revisions" to that unit's existing longevity percentages (Arbitrator's opinion, p. 5). The corrections officers' award reviewed the parties' differing views as to the County's financial status and found that, while salary guides were the norm in law enforcement compensation, the proposal for a step system could not be awarded given the substantial amount of monies required to implement it (Arbitrator's opinion, IA-97-67, pp. 4-6, 9). The arbitrator explained that, depending on their years of service, some officers would receive increases of 25% or 50% in 1996, with additional increases in 1997 and 1998 (Arbitrator's opinion, IA-97-67, p. 10). An alternate step guide proposal by the Association would result in increases for most employees of 10% to 20% for 1996 (Arbitrator's opinion, IA-97-67, pp. 10-11).

Against this backdrop, the arbitrator concluded that revision of longevity percentages was compatible with the salary guide approach proposed by the Association but would not entail the "enormous cost impacts" of that proposal (Arbitrator's opinion, IA-97-67, p. 11). He found that the cost of the across-the-board increases and longevity adjustments awarded was "well beyond the compensation offered by the County, but within


the financial impacts which the County budget can sustain"
(Arbitrator's opinion, IA-97-67, p. 11).

The arbitrator did not explain the reasons for his award in the context of the statutory criteria set forth in N.J.S.A. 34:13A-16g. See N.J.A.C. 19:16-5.9; Cherry Hill Tp. We will therefore remand the case for such an explanation. We stress that we express no opinion on the merits of the parties' proposals. We direct that the arbitrator issue a new opinion and award in this matter no later than 60 days from the date of this decision.

ORDER

The award is vacated and remanded for reconsideration in accordance with this opinion.

BY ORDER OF THE COMMISSION



Millicent A. Wasell
Chair

Chair Wasell, Commissioners Buchanan, Finn, Klagholz, Ricci and Wenzler voted in favor of this decision. None opposed. Commissioner Boose was not present.

DATED: February 26, 1998
Trenton, New Jersey
ISSUED: February 27, 1998