

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION
CN 429
TRENTON, NJ 08625-0429

Docket No. IA-95-75

In the Matter of Arbitration Between

TOWN OF SECAUCUS

-Employer-

and

**POLICE BENEVOLENT ASSOCIATION
LOCAL 84**

-Union-

OPINION

AND

AWARD

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

MEETINGS: September 18, 1996 and December 2, 1996
FORMAL HEARINGS: July 9, 1997; August 26, 1997; October 14, 1997; October 15, 1997; March 16, 1998; both counsel thereafter filed post-hearing briefs, ..

APPEARANCES: For the Town
Martin Pachman, Esq.
Dennis Corcoran, Chief of Police
Phillip Kieffer, Town Administrator

For the Association
Alfred G. Osterweil, Esq.
John McAusland, Esq.
John F. Flanagan, President
Glenn Amodeo, Vice President

George C. Miller, Delegate
Joseph P. Kickey, alternate Representative
Patrick Gregorio, Superior Representative

PROCEDURAL BACKGROUND

Pursuant to Chapter 85, Public Law of 1977, the act providing for compulsory interest arbitration of labor disputes in police and fire departments and, in accordance with NJAC 19:16-5.6 (b), the undersigned was duly chosen as Interest Arbitrator in the above matter. This designation was communicated to the parties and the Interest Arbitrator by letter dated June 14, 1996 from then Acting Director of Arbitration Timothy Hundley, New Jersey Public Employment Relations Commission.

Mediation sessions were held on September 18, 1996 and December 2, 1996. Attempts at a resolution of this interest arbitration which once appeared hopeful, ultimately proved to be unsuccessful. As a result, formal hearings were held on July 9, 1997, August 26, 1997, October 14, 15, 1997 and March 16, 1998. By virtue of the statutory revision to NJSA 34:13(a)1, et seq., by the passage of the Police and Fire Interest Arbitration Reform Act (A-3296, C. 425 L1995) as well as by agreement of the parties themselves, conventional authority is vested in the Arbitrator to decide the issues in dispute.

The revised statute cited above imposes upon the Interest Arbitrator the following:

"The arbitrator or panel of arbitrators shall decide the dispute based on a reasonable determination of the issues, giving due weight to those factors listed below that are judged relevant for the resolution of the specific dispute. In the award, the arbitrator or panel of arbitrators shall indicate which of the factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor:

1. The interests and welfare of the public. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by P.L. 1976 c.68 (C.40A:4-45.1 et seq.).
2. Comparison of the wages, salaries, hours, and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employees performing the same or similar services and with other employees generally:
 - a. In private employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.
 - b. In public employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.

- c. In public employment in the same or similar comparable jurisdictions, as determined in accordance with Section 5 of P.L. , c. (C.)(now pending before the Legislature as this bill); provided, however, that each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.

[(b) in comparable private employment.

(c) in public and private employment in general.]

3. The overall compensation presently received by the employees, inclusive of direct wages, salary, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.
4. Stipulations of the parties.
5. The lawful authority of the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by P.L. 1976, c.68 (C.40A:4-45.1 et seq.).
6. The financial impact on the governing unit, its residents and taxpayers. When considering this factor in a dispute in which the public employer is a county or a municipality, the arbitrator or panel of arbitrators shall take into account, to the extent that evidence is introduced, how the award will affect the municipal or county purposes element, as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element or, in the case of

a county, the county purposes element, required to fund the employees' contract in the preceding local budget year with that required under the award for the current local budget year; the impact of the award for each income sector of the property taxpayers of the local unit; the impact of the award on the ability of the governing body to (a) maintain existing local programs and services; (b) expand existing local programs and services for which public monies have been designated by the governing body in a proposed local budget, or (c) initiate any new programs and services for which public monies have been designated by the governing body in a proposed local budget.

7. The cost of living.
8. The continuity and stability of employment including seniority rights and such other factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours, and conditions of employment through collective negotiations and collective bargaining between the parties in the public service and in private employment."

FINAL OFFERS OF THE PARTIES

Final Offer of the Town of Secaucus

1. *DURATION:* 3 years; January 1, 1996 through December 31, 1998.
2. *WAGES:*
 - (1) 1996 - 3.0%
1997 - 3.5%
1998 - 4.0%
 - (2) Extend guide to 11 steps; grandfather current employees.
3. *LONGEVITY:* Eliminate current program effective July 1, 1997 and roll dollars into base salary as follows:
 - a. All employees hired prior to 1980 shall have base salary increased by \$7,000.
 - b. All employees hired between 1980 and 1990 shall have base salary increased by \$5,000.
 - c. All employees hired between 1990 and 7/1/97 shall have base salary increased by \$2,000.
4. *WORK HOURS:* Reduce tour length from 8 ½ hours to 8 ¼ hours, and add ten 4-hour training periods to be prescheduled during each year.
5. *NIGHT TOUR:* Replace current 8.01a.1-4 with statement: "Assignments to the steady night tour will be at the sole discretion of the Chief of Police."
6. *POWER SHIFT:* The Chief of Police shall have the discretion to establish a power shift outside of and in addition to the day, evening, and midnight tours set forth elsewhere in this Agreement. The annual work hours of such shift shall not exceed those established in 8.01 above.
7. *VACATION:* Add to 9.05: Vacations for the summer season will be selected prior to February 15 in each year, and for the period from the week of Thanksgiving through the week of New Year's Day by

the preceding September 1. No requests submitted after these dates need be honored by the Department.

8. *HEALTH INSURANCE*: Effective January 1, 1998, the Town will continue to pay for individual coverage. Any employee seeking dependent coverage will contribute 35% of the difference in premium between single coverage and dependent coverage.

Final Offer of the PBA

1. *TERM OF AGREEMENT*: Four-year agreement covering the period January 1, 1996 through December 31, 1999.
2. *WAGE INCREASES*: 5.5% per year payable beginning January 1 of each contract year.
3. *VACATION DAYS*: Increase of one vacation day in each step in each year of the agreement.
4. *PERSONAL DAY*: Each member of the PBA to receive a personal day per year beginning January 1, 1997.
5. *STEADY MIDNIGHT TOUR*: The midnight tour will be staffed on a quarterly basis using the following process. At least two weeks prior to the beginning of the quarter, the Town will post a list of midnight tour position assignments for voluntary selection by officers. Each midnight tour position assignment will be for a period lasting one quarter. For any midnight tour position assignment not filled by volunteers, the Town will assign individuals based on seniority, with the most junior officer assigned first.

Notwithstanding the foregoing, if the Town needs particular officers based upon a need for particular skills or attributes possessed by these officers, the Town may assign these officers to the midnight tour outside of this process.

6. *UNION BUSINESS:*

The Town, upon request from the PBA, will release the PBA President and the State Delegate to attend New Jersey State PBA meetings for an entire tour of duty on the calendar day of the meeting, without loss of pay or benefits. Change Section 14.02 to read (new language in italics):

The Town shall provide the President and the State Delegate time off from duty in order to attend local and county PBA meetings for the duration of those meetings only, without loss of regular pay. The *President and the State delegate* shall be permitted to attend State meetings and be released from the entire shift on that calendar day without loss of regular pay.

7. *CLOTHING CLEANING ALLOWANCE:*

The Town shall pay each member of the PBA fifty dollars per year to cover expenses related to the cleaning of the members' uniforms. In each succeeding year of the agreement, this amount will be increased by fifty dollars per year. This amount will be payable in addition to the current clothing allowance. The Clothing Cleaning Allowance will be payable on December 1 of each year of the agreement.

8. *HOLIDAY PAY ROLL-IN:*

Beginning after 23 years of creditable pension service, including time credited from other positions, or otherwise credited by the pension system, holiday pay will be paid as part of the member's base pay and the Town will make pension contributions thereon as if it were ordinary salary.

This is the current practice of the Town.

9. *CLOTHING ALLOWANCE ROLL-IN:*

Beginning after 23 years of creditable pension service, including time credited from other positions, or otherwise credited by the pension system, clothing allowance pay will be paid as part of the member's base pay and the

Town will make pension contributions thereon as if it were ordinary salary.

10. *DECEASED EMPLOYEES:* Any employee who dies as an employee in good standing shall be treated as a retired employee and his estate shall receive all regular pay, accrued vacation pay, holiday pay, college credit payments and clothing allowance to which the employee would have been entitled as an employee retiring in good standing.

This is the current practice of the Town.

11. *OFF DUTY POLICE ACTION:* Change the language of Article 29 to strike the language "within the Town of Secaucus."

12. *PRESCRIPTION PLAN:* Add section to Article 18 as follows:
18.09 - The Town shall maintain, at its expense, a prescription insurance benefits program identical to or substantially similar to that plan currently provided to members.

The Town currently provides a prescription plan.

13. *DIRECT DEPOSIT:* The Town will arrange to make direct deposit of paychecks available to members at the option of the member.

13. *LANGUAGE CHANGE:* All references to the masculine shall be deemed to include the feminine.

Final Offer of the SOA

1. *PBA ISSUES:* The SOA incorporates all of the proposals of the PBA as proposals of the SOA.

2. *COMPENSATORY TIME:* Change the language of Article 8, Paragraph H to read as follows (new language in italics):

H. All compensatory time, whether received pursuant to the provisions of this Agreement regarding holiday pay or overtime, which is earned or accrued after the execution date of this Agreement, must be utilized in units of one or more complete tours. Requests for use of compensatory time must be made not less than seventy-two (72) hours prior to the beginning of the requested tour or tours off, except in emergent circumstances. *Once properly requested, requests shall not be denied unless the Chief declares a departmental emergency, or unless other more senior members have requested compensatory time leaving the tour without supervision.* In the event departmental needs prohibit the use of compensatory time within the period prescribed herein, such time shall accumulate for use within the next succeeding twelve (12) month period.

3. *UNION BUSINESS:*

Article 13, Paragraph E to be stricken and replaced with the following language:

The Town shall provide the President of the PSOA time off from duty in order to attend local and county PBA meetings for the duration of those meetings only, without loss of regular pay. The President of the PSOA shall be permitted to attend State meetings and be released from the entire shift on that calendar day without loss of regular pay.

4. *STEADY MIDNIGHT TOUR:*

The Town will schedule supervisors for the midnight tour in the same manner and under the same rules as police Officers are scheduled.

5. *WORK SCHEDULE:*

Article 8, Paragraph A to be modified as follows (new language in italics):

A. The normal working week shall consist of the present total of an average of forty (40) hours per week, as follows: *Steady 4-2 bi-weekly rotation, for a period of eight and one-half (8 ½) hours a day.*

STIPULATIONS OF THE PARTIES

The parties have entered into the following stipulations and have requested that the Interest Arbitrator incorporate them in this Opinion and Award and he has complied with their wishes. Those stipulations follow:

Provisions Dealing With Scheduling (Power Shift and Midnight Shift)

The parties have resolved issues regarding what is called the Power Shift and the Midnight Shift. Those provisions, which the parties have agreed to, follow:

- 8.01 The normal working week shall consist of the present total of an average of forty (40) hours per week as follows:

Steady 4-2 tri-weekly rotation: days (0700-1530) to evenings (1500-2330) - evenings to days - for a period of eight and one-half (8 ½) hours a day.

Nine (9) squads of four (4) Police Officers - two (2) squads work together at all times - and three (3) squads are off on any given day.

- 8.01a Steady Night Tour: It is agreed by and between the Police Department of the Town of Secaucus and PBA Local #84 to institute and maintain a steady night tour in accordance with following conditions:

The midnight tour (2300-0730) will be staffed on quarterly basis using the following process:

At least two (2) weeks prior to the beginning of the calendar quarter, the town will post a list of midnight tour position assignments for voluntary selection by officers. Each midnight tour position assignments will be for a period lasting one calendar quarter. For any midnight tour position assignment not filled by volunteers, the town will assign individuals based on seniority, with the most junior officers assigned first.

Notwithstanding the foregoing, if the Town needs particular officers based upon a need for particular skills or attributes possessed by these

officers, or for the good of the Department, the Town may assign these officers to or from the midnight tour outside this process.

8.01b Power Shift: The Chief of Police shall have the discretion to establish a power shift outside of an in addition to the day, evening and midnight tours set forth elsewhere in this agreement. The work hours of such shift shall not exceed those established in 8.01 above.

Deceased Employees

The Town and the Union have stipulated to adding the Union's proposal regarding Deceased employees to the Memoranda of Agreement, (Tr. of October 15, 1997, at 7). The language is as follows:

"Any employee who dies as an employee in good standing shall be treated as a retired employee, and his estate shall receive all regular pay, accrued vacation pay, holiday pay, college credit payments and clothing allowance to which the employee would have been entitled as an employee retiring in good standing."

Holiday Pay Roll-In and Contract Duration

The Town and the PBA have stipulated to adding the Union's proposal regarding rolling in Holiday Pay to Police Officers' and Superior Officers' weekly pay after 23 years of creditable pension service within the State pension system. The parties stipulated to the duration of the contract, namely, for a four-year period covering the period from January 1, 1996 through December 31, 1999. In the Town's brief, Town counsel points out that, while it initially requested a three-year contract, in light of the extended time frame necessitated by ultimately unsuccessful efforts at negotiation and mediation,...as a practical matter, the Town

will not object to an award which extends through calendar year 1999...." (Town brief, pages 11-12).

Vacation Scheduling

The parties have agreed to the following with respect to Vacation Scheduling and have asked the Arbitrator to incorporate it in the Award.

9.00 VACATIONS

9.01 Vacations for employees shall be as set forth below:

CHART

9.02 Vacation scheduling procedure shall be adhered to in accordance with following practice:

9.02a Vacation shall not be taken in less than four (4) day blocks without the approval of the Chief. Vacations for the summer season (Memorial Day through Labor Day) will be selected prior to April 1 in each year, and for the period from the week of Thanksgiving through the week of New Year's Day, prior to October 1. At any other time during the calendar year requests for vacation shall be submitted at least six (6) weeks prior to leave.

9.02b Requests submitted outside this process lose all seniority bumping rights respective to those submitted in accordance with 9.02a. Requests submitted outside this process will be honored by the Town as per past practice (72 hour notice) and competing requests for the same period will be governed by seniority.

9.03 No change

9.04 No change

9.05 STRIKE Paragraph

Power Shift

8.01b Power Shift: The Chief of Police shall have the discretion to establish a power shift outside of an in addition to the day, evening and midnight tours set forth elsewhere in this agreement. The work hours of such shift shall not exceed those established in 8.01 above.

Male/Female Language

The parties stipulated that, with respect to the contract between them, all references to the masculine shall be deemed to include the feminine.

PROPOSALS OF THE PBA/SOA

Counsel for the PBA and SOA lists the following proposals and advances the following arguments under the appropriate statutory criteria in order to convince the undersigned to award its final offer or a variation thereof as being the more reasonable:

Wages

Association counsel points out that the wage proposals offered by the two parties are dramatically opposed. Of course, that fact is evident. Counsel points out that the Secaucus Police Officer's base salary is competitive with other Hudson County towns, but that looking at base salary alone, does not tell "the whole story" of police officers' compensation. (PBA brief, page 14). Counsel points out that the amount of hours worked by the various police departments in the County must be viewed, and it is maintained that police officers in

Secaucus work the highest number of hours in the County, notwithstanding the fact that they earn more than most of their counterparts. On an annual basis, they earn less than many on an hourly basis. (PBA brief, page 16).

Counsel for the PBA/SOA points out that the Town's salary proposal is below that which was granted to other employees in the Town. In support of that argument, he cites the contract between the Township of Secaucus and the Secaucus Education Association; the employees of the Department of Public Works, as well as the SMUA employees. It is argued that the Arbitrator should accept the Union's proposed salary guide since it would maintain the Secaucus Police Department's salary rank among Hudson County towns, and there is no argument by the Town that it is unable to pay that which the Association is seeking in terms of a salary hike.

Vacation Proposal

The Association requests that one vacation day be added to each step in each year of the contract. At present, Secaucus police officers receive twenty-four vacation days at top step after fifteen years, with superior officers receiving two more days. As noted, this interest arbitration proceeding involves both the rank and file as well as the superior officers. Counsel points out that Secaucus ranks in the bottom third of Hudson County towns in vacation time. (PBA brief, pages 19-20). It is submitted that an increase of one vacation day

in each step in each year of the Agreement will not be overly burdensome on the Town. The Association maintains that it should be granted.

Personal Day

This proposal requests that each member of the PBA receive a personal day per year beginning January 1, 1997. At this juncture it should be noted that the SOA incorporates all of the proposals of the PBA as proposals of the SOA with the exception of several "special" ones dealing with compensatory time, Union business, steady midnight tour and work schedule. As regards the personal day issue, counsel points out that currently members of the Association receive one personal leave day per year which compares unfavorably with other public employees in the Town of Secaucus. It maintains that the cost of this benefit to the Town is small and that personal days represent about 4/10ths of one percent additional cost per day to the Town. It therefore requests that this be granted beginning in calendar year 1997.

Union Business

The PBA proposal requests that the PBA President be released from his full tour of duty with all pay and benefits on the calendar day of any State PBA meeting. The SOA proposal is to memorialize the current practice of the Town permitting the SOA President to be released from duty with no loss of pay and benefits for the duration of all Local PBA

meetings. It is argued that the proposals of these groups seek to enlarge the benefit provided to the Union in, as respects the addition benefits of the PBA President, would permit him to perform his obligations as the alternate representative of Local No. 84 to the State PBA. Further, the President of the SOA simply is requesting that the Arbitrator memorialize the current practice by placing it in the contract. PBA counsel points to the fact that many of the other Hudson County communities have similar benefits, and he cites, for example, Harrison, Bayonne and Jersey City.

Prescription Plan

This proposal of the PBA requests that a section be added to Article 18, namely, Section 18.09 which would read as follows:

The Town shall maintain at its expense a prescription insurance benefits program identical to or substantially similar to that plan currently provided to members.

The Town currently has a prescription plan in place and, according to the PBA, this proposal would memorialize the current practice of the Town to provide a prescription plan to members of the Union. The proposal would simply place the language in the contract.

Clothing Cleaning Allowance

This proposal seeks to have the Town pay each member of the PBA \$50.00 per year to cover expenses related to the cleaning of the members' uniforms. In each succeeding

year of the Agreement, this amount will be increased by \$50.00 per year and will be payable in addition to the current cleaning allowance. It seeks to have the Clothing Cleaning Allowance payable on December 1 of each year of the Agreement. Counsel for the PBA points to the fact that the current cleaning allowance is intended to replace damage and worn police uniforms, not to clean the uniform. It asserts that this benefit would cost the Town some \$2,650.00 in 1996, growing to \$10,600.00 for the entire department in 1999 which, in its view, is not a significant expense for the Town.

PROPOSALS OF THE TOWN OF SECAUCUS

Clothing Allowance Roll-in

The Association is requesting that, beginning in the 23rd year of credible pension service, including time credited from other positions, or otherwise credited by the pension system, clothing allowance pay will be paid as part of the members' biweekly pay, and the Town will make pension contributions thereon as if it were ordinary salary. The rationale to this proposal is that only two officers would be affected during the life of the contract, namely, Officer Hurrel and Officer Romo. It points out that the amount involved is minimal, and it asks the Arbitrator to grant this roll-in provision.

Off-Duty Police Action

This proposal seeks to have the language of Article 29 changed by striking the language "within the Town of Secaucus" in that the members of the PBA are empowered to take and are required to take police action at any time or place where they see an offense being committed. It points out that if the Union's proposal were adopted, members would receive benefits as if they had been working in Secaucus and, in that regard, it points to the testimony of Police Officer Amodeo. It maintains that the suggested change in Article 29 would rectify the inequity of the current system and fully indemnify Union members who take action pursuant to their oath as police officers in New Jersey. (PBA brief, page 28).

Direct Deposit

This proposal would simply have the Town institute a direct deposit system for payroll checks to be taken at the option of the member. It is simply a proposal that would make it more convenient to the police officers to have his payroll check deposited in his local bank. PBA counsel points out that, due to the nature of the work of the officers, frequently he or she is not at work on a pay day or are not conveniently near a bank during banking hours.

Use of Compensatory Time - SOA Proposal

This proposal seeks to have the Township guarantee that, absent a department-wide emergency, superior officers would only be denied use of compensatory days off requested

in advance if more senior superior officers had requested the time off ahead of them. Counsel points to the testimony of Sergeant Gregorio who testified respecting a situation where an officer was on military leave and that the more senior superior officer was unable to take time off. It maintains that this proposal is inequitable and would increase departmental morale.

Work Schedule

This proposal seeks to have the work schedule placed within the Collective Bargaining Agreement. The SOA is making this request and is doing so since the PBA's work schedule is already in the contract, and it wishes that its also be therein.

Steady Midnight Tour

During the course of these proceedings, the parties agreed to the SOA proposal with respect to the steady midnight tour. That language which appears in Joint Exhibit No. 3 is as follows:

The midnight tour will be staffed on a quarterly basis using the following process. At least two weeks prior to the beginning of the quarter, the Town will post a list of midnight tour position assignments for voluntary selection by officers. Each midnight tour position assignment will be for a period lasting one quarter. For any midnight tour position assignment not filled by volunteers, the Town will assign individuals based on seniority, with the most junior officer assigned first.

Notwithstanding the foregoing, if the Town needs particular officers based upon a need for particular skills or attributes possessed by these officers or for

the good of the department, the Town may assign these officers to or from the midnight tour outside of this process.

(Joint Exhibit No. 3)

Further, the SOA, during the course of these proceedings, modified its proposal in Paragraph 5 with respect to having their work schedule identical to that now found in the first two paragraphs of Article 8.01 of the PBA contract, with a steady midnight tour. It sought to have the midnight tour assignment language placed in the contract as well. This portion was not stipulated to, and the Town is opposed to placing that language in the contract since the proposal can only work if the Chief has the discretion to assign supervisors who can effectively administer and supervise them. (Town brief, page 20).

Compensatory Time

The SOA has a proposal with respect to compensatory time, and it seeks the following appropriate language in the contract:

Once properly requested, requests shall not be denied unless the Chief declares a departmental emergency, or unless other more senior members have requested compensatory time leaving the tour without supervision.

Counsel maintains that the proposal seeks to resolve staffing problems suffered by the superior ranks in the last few years since there has been a manpower shortage. (PBA brief, page 30). It believes that this proposal addresses the inequity in the prior contractual language, and it asks that it be adopted by the Interest Arbitrator. In reality, as I understand

this proposal, the superiors are seeking a guarantee that, in the absence of a department-wide emergency, the superiors would only be denied the use of comp days which were requested in advance only in the eventuality that more senior superior officers asked for the time before them. By way of editorial comment, the Arbitrator understands (and appreciates) the proposal of the SOA in this regard. However, all of this kind of time to be taken off is (and must be) at the discretion of the Chief of Police. My inclination is to grant this proposal, but the granting of it really does not assure that time would be given in the circumstances which the officers seek that it be given since, in the final analysis, all time of this nature to be taken off would be at the Chief's discretion, and it would be my belief that the Chief would exercise that discretion as long as there is coverage. Put another way, from my knowledge of these parties and the way that they "do business", it is my belief that the Chief would not improperly exercise that discretion. That is to say, he would permit the officer to take the compensatory time off so long as there is coverage on the shift.

Longevity

This Town proposal would seek to eliminate longevity by putting forth an extended salary guide which would prospectively contain eleven steps, thus, in its view, offsetting the loss of longevity by adding into base pay a sum of \$2,000 for those employed subsequent to 1990, \$5,000 for those employed between 1980 and 1990, and \$7,000 for those employed

prior to 1980. (Town brief, page 41). It maintains that the purpose of this proposal is to contain costs.

Training Time

The Town has a proposal to reduce the daily schedule by 15 minutes and add 10 four-hour training periods to be scheduled over the course of the year. According to the PBA, the effect of the proposal is to reduce the police schedule by about 20 hours per year and to increase training. While the Association is in favor of both items, nevertheless, it requests that the Arbitrator deny the proposal since the extra effort required to come in to work for a four-hour training class would be very noticeable. (PBA brief, pages 36-37). Further, the Association questions the Town's motives respecting the training in that it submits that if the Town truly wanted to improve training for police officers, it would be able to do so during normal hours. It therefore requests that that proposal of the Town be rejected.

Wages

The Town of Secaucus is requesting that, while it initially offered a three-year contract, due to the pendency of this matter, as a practical matter, the Town will not object to an award which extends through calendar year 1999, or a total duration of four years. However, it asks that the Arbitrator recognize that the proposal was fashioned in the context of a three-year "package" and will, of necessity, be extended in their arguments which were

made in the brief. (Town brief, page 12). The Town had initially requested a three-year contract with 3% payable on January 1, 1996; 3.5% payable on January 1, 1997, and 4% payable on January 1, 1998. It further sought to extend the guide to eleven steps and to grandfather current employees.

Vacation Scheduling

The Town of Secaucus in its proposal requests that language be added to Article 9.05 of the contract as follows:

Vacations for the summer season will be selected prior to February 15 in each year, and for the period from the week of Thanksgiving through the week of New Year's Day by the preceding September 1. No requests submitted after these dates need be honored by the Department.

It maintains that the proposal does not affect the amount of vacation time given to members of the PBA, but merely clarifies the existing language whereby vacations are selected in order of seniority. It points to the testimony of Chief Corcoran who testified with respect to the existence of a problem whereby senior officers "bump" junior officers with respect to more "favorable" vacation periods. It asks that the Arbitrator award the modification of Article 9 effective with the 1999 calendar year since it is prospective in its application. While this position was taken during the course of the meetings, the parties did, in fact, stipulate to language regarding vacation scheduling, and this is set forth on Page 13 herein with respect to Section 9 et seq of the contract.

Power Shift

While this was commented on by the Town's counsel on Page 17 of his brief, during the course of these proceedings, language with respect to Power Shift was stipulated to by the parties.

Work Schedule Issues

Language with respect to work schedules were hotly contested during the course of these proceedings but, in the final analysis, the parties were able to agree to various proposals regarding assignment to the midnight tour which is a steady shift. Joint Exhibit No. 3 was submitted as the stipulated resolution of these issues. However, the stipulation is that it is at the Town's discretion as long as there is coverage, and thereafter the employee may be able to take the time off. At the first day of hearing, the Town submitted Exhibit No. 1 which sets forth the various proposals for interest arbitration. While some of these have been commented on already, the Arbitrator herein sets forth those proposals:

1. *DURATION*: 3 years; January 1, 1996 through December 31, 1998.
2. *WAGES*: (1) 1996 - 3.0%
 1997 - 3.5%
 1998 - 4.0%
- (2) Extend guide to 11 steps; grandfather current employees.
3. *LONGEVITY*: Eliminate current program effective July 1, 1997 and roll dollars into base salary as follows:

a. All employees hired prior to 1980 shall have base salary increased by \$7,000.

b. All employees hired between 1980 and 1990 shall have base salary increased by \$5,000.

c. All employees hired between 1990 and 7/1/97 shall have base salary increased by \$2,000.

4. *WORK HOURS:* Reduce tour length from 8 ½ hours to 8 ¼ hours, and add ten 4-hour training periods to be prescheduled during each year.

5. *NIGHT TOUR:* Replace current 8.01a.1-4 with statement: "Assignments to the steady night tour will be at the sole discretion of the Chief of Police."

6. *POWER SHIFT:* The Chief of Police shall have the discretion to establish a power shift outside of and in addition to the day, evening, and midnight tours set forth elsewhere in this Agreement. The annual work hours of such shift shall not exceed those established in 8.01 above.

7. *VACATION:* Add to 9.05: Vacations for the summer season will be selected prior to February 15 in each year, and for the period from the week of Thanksgiving through the week of New Year's Day by the preceding September 1. No requests submitted after these dates need be honored by the Department.

8. *HEALTH INSURANCE:* Effective January 1, 1998, the Town will continue to pay for individual coverage. Any employee seeking dependent coverage will contribute 35% of the difference in premium between single coverage and dependent coverage.

Longevity

The Township sought to eliminate the current program of longevity effective July 1, 1997 and to roll those dollars into base salary as follows:

(see proposals quoted herein)

This longevity proposal would extend the salary guide and would prospectively contain eleven steps and would eventually eliminate longevity. The Town views this as a way in which it can contain costs and that if, as part of its proposal, the salary guide is extended to eleven years, then inherent within that guide be the financial reward for continued service to the community which, of course, is the theoretical basis for longevity payments in the first place. (Town brief, page 43).

Health Insurance

The Town's proposal in this area is that effective on January 1, 1998 it will continue to pay for individual coverage, but that any employee seeking dependent coverage will contribute 35% of the difference in premium between single coverage and dependent coverage. The Town views this as a significant cost containment measure which is, as is the case in other municipalities in New Jersey, necessary in these economic times. (Town brief, page 27). It points to the fact that these cost containments in New Jersey are taking various forms including increased deductibles and co-pays, switching to managed care plans, employee contributions towards premiums, and various levels of eligibility based upon length

of service. It points to the contract between the Town of Secaucus and its Teamsters Union which has some cost containment measures in it. It maintains that cost containment is a "fact of life" in Secaucus, and it requests that the Arbitrator include such in the final Award.

DISCUSSION

The Interest Arbitrator has carefully weighed all of the evidence in the case including the testimony of the witnesses at the hearings, the arguments of respective counsel as set forth both at the hearings and in their briefs and replies, the contract and all of the voluminous exhibits prior to reaching his decision. In order to properly evaluate the proposals of the parties and the arguments which they made in support thereof, the manner in which the Arbitrator seeks to do so is by referencing the statutory criteria and making various assessments. This he has done, and this is set forth below:

Legal Authority of the Employer

Secaucus has the legal authority to pay the entire PBA offer if ordered to do so and, in fact, this was not seriously contested by the Township. It presented no financial expert to testify but, on the contrary, strenuously argued that the contract sought by PBA Local 84 here was "too rich." PBA counsel, through the numbers as verified by his witnesses, was able to prove that ample funds were available and that the CAP limit would not be breached by an award here in favor of the PBA. The fact that the Town may not wish to expend those funds

is a political consideration and, it has been a rare occasion indeed, when this Arbitrator viewed a municipality and ever proceeded through the political process to proceed to the maximum allowable CAP. In any event, if the PBA's request can be funded within the CAP, further consideration of its proposals on the merits is permitted. This finding, although essential, cannot be said to favor either final offer.

Cost of Living

As we are aware, the Consumer Price Index for the one-year period from June 1995 through June 1996 was 2.9%. In general terms, it may be said that the CPI is an inflated number, and the true cost of living is usually somewhat slightly lower. In that regard, it appears that the Township's offer of 3%, 3.5% and 4% in each of three years is more reasonable than the PBA's demand of 5.5% per year increases payable January 1 of each contract year. In conclusion, the Township prevails under this criteria which the Arbitrator concludes is significant in reaching the percentage increases set forth in his final conventional Award.

Stability and Continuity of Employment

Generally, in most interest arbitration proceedings, this criteria has little, if any, significance. Indeed, usually in police bargaining units, little, if any, annual turnover is significant. However, this criteria serves as an opportunity for the Association to make such

an argument, if such exists. Apparently, in the instant case, no such argument was prevalent since the only attrition that results seems to occur by virtue of retirement, and that no testimony was offered alleging that recruiting police officers is a difficult chore. Simply put then, the facts do not support the PBA to argue that its final offer is favored by this criteria.

Conversely, the Township, although making some reference to the fact that a reduction in manpower and/or the reduction in services may result in the event that the PBA offer was awarded, failed to substantiate that claim. In conclusion therefore, I note that this criteria was of little significance in reaching the ultimate Award herein, and it is fair to state that the results of the evaluation favored neither last offer.

Stipulation of the Parties

As noted above, the parties stipulated to a number of issues which are set forth above and which are deemed part of this award.

Financial Impact

While counsel for the Association maintains that the Town has not contested its financial capacity to pay the demands of the PBA in this case (PBA brief, page 3), nevertheless, counsel for the Town spends several pages in his brief discussing that area. Indeed, he points to the Hackensack Meadowlands Development Commission and Reclamation Act which provides that affected employees would equitably share in the new

financial benefits and new costs resulting from the development of the Meadowlands as a whole, nevertheless, it has been a "mixed blessing" for Secaucus. (see discussion on this issue in Town counsel brief on pages 5-6). While the Town acknowledges that ratables have increased, nevertheless, there have been significant increases in municipal services, as well as a 28.6% increase in property tax.

As is normally the case in these kinds of matters, counsel for the various employee organizations point out to the interest arbitrator that a Township could afford the tax increase. However, that really begs the question since the real issue is whether or not, even assuming that the Town could afford the wage increase it must necessarily do so. Generally speaking, this criterion is the one that commands the deepest consideration and bears the most weight in the evaluation of the two final offers in this arbitration. The Award herein is a reflection of those competing interests and, in the view of the Interest Arbitrator, is the proper award that should be made under the unique circumstances present in the Town of Secaucus.

Generally, counsel for associations present statistics which, at least at first blush, appear to point out that the various municipalities enjoy stable and healthy economic outlooks and that the wage proposal can and should be awarded. Indeed, counsel for the Association points out that the Town recently published its 1998 budget, and the numbers were extremely solid. In that regard, it points out that the Town budgeted for an overall increase in salaries and wages of \$358,929, an increase of 4.5%. It asserts that the "latent attempt" to cry poverty by the Town should be disregarded by the Arbitrator. The Town, on

the other hand, submits that the PBA's proposal for an extraordinarily large wage increase, coupled with a reduction in the actual time worked by increased vacation and personal business time is unjustified on the record. While it acknowledges that the Town of Secaucus is in the upper third of all communities in Hudson County even notwithstanding the difference in annual work hours, it contends that Secaucus does not have a "bottomless pit" as regards what it can pay its police officers. The Arbitrator gave careful consideration of this statutory criteria which, in his view, he deems to be one of the most relevant. The ultimate decision which he reached was arrived at based upon a careful balancing of the competing interests, namely, a desire on the part of the PBA to get as much of an increase for its members as is possible versus the desire on the part of the Town of Secaucus to keep the tax rate at a manageable level consistent with the desire to have a professional police force which is properly compensated. The Arbitrator's ultimate decision addresses these competing interests as well as, with specificity, the statutory criterion.

Comparability

At the hearing, the Town attached an exhibit (Exhibit B) which compared each community in Hudson County for 1995 (the last year at issue here) with respect to salary, longevity, clothing allowance, holiday pay and other stipends in order to ascertain the gross average annual compensation of an employee over twenty-five years of service. In the view of the Town's attorney, Secaucus is in the upper third of all communities in Hudson County, notwithstanding the significant difference in annual work hours engendered by the current

work chart. (Town brief, page 39). That is to say, according to Town counsel, Secaucus provides among the highest salary and compensation to its employees while, at the same time, having a significantly higher work chart than other communities. Notwithstanding that fact, however, it is maintained that no extraordinary wage increase is appropriate. Submitted in evidence were a number of exhibits involving not only "comparable" municipalities, but private sector settlements as well. Moreover, Town counsel points out that comparisons must be made with respect to number of hours worked.

What is somewhat unique in this proceeding is that the Town has asked for an extended salary guide which would prospectively contain eleven steps and would eliminate longevity. As an offset for longevity, a sum of \$2,000 is added into base pay for those employees hired subsequent to 1990, \$5,000 for those employees hired between 1980 and 1990, and \$7,000 for those employees hired prior to 1980. This is opposed by the PBA. The Association submits that 1995, the year of analysis by the Town, does not properly reflect the reality of increasing salary numbers and police contracts over the last three years. While the Association acknowledges that it is requesting a substantial salary increase, it points out that its position is "not as preposterous as the Town would have the Arbitrator believe." (Association reply brief, page 15).

The Arbitrator has carefully considered the comparisons offered by each side here. As is usually the case in these proceedings, different towns have different emphasis on where money is placed. For example, some towns place it in salary, others place it in

longevity, clothing allowance, folding in of holiday pay or the like. After reviewing these comparables offered, it is clear to me that the Town's offer, or a modification thereof, is the more reasonable. While 3%, 3.5% and 4% is, in my judgment, too low, by the same token, however, 5.5% per year payable beginning January 1 of each contract year is too high. The Arbitrator has chosen figures which, in his judgment, reflects, at least to his mind, what is the proper percentage increases to these police officers.

Prior to the recent amendments in the area of interest arbitration, in the view of this Arbitrator, many of his colleagues place an inordinate emphasis on this particular statutory criteria. Based upon my research and observation, that is no longer the case. Indeed, arbitrators, including this one, must address all of the statutory criteria. However, comparability cannot be dismissed and, indeed, both counsel spent a considerable amount of time in placing before this Interest Arbitrator the wages surrounding municipalities, their fringe benefit packages, and all of the other emoluments of employment received by police officers. In that regard, the Arbitrator has "poured over" the comparisons offered by both sides. As is usually the case, different municipalities have different emphasis on where money is place. Some municipalities spend more on salary, others more on longevity, clothing allowance, folding in of holiday pay or the like. With respect to this factor, arguments on either side of the coin could go on and on and on. The Arbitrator has reviewed all of the various evidence with respect to comparability and has come up with what, at least in his mind, reflects that criteria as respects his final economic Award.

Overall Compensation

Usually, this is a criterion requiring little analysis because most departments receive virtually the same variety of benefits in one proportion or another which are more or less stable. Here, however, the Town is seeking to eliminate and/or modify benefits, some of which having existed for many years. For example, the Town is seeking to eliminate the current program of longevity and to roll dollars into base salary within a particular formula. Further, it is seeking to reduce tour length and to add ten four-hour training periods to be rescheduled each year. Moreover, the Town seeks to pay for individual coverage only, and that any employee seeking dependent coverage will contribute 35% of the difference in premium between single coverage and dependent coverage. All of the sought-for items will cost the police officer money and, of course, in the scheme of things, must be evaluated prior to coming to a final resolution of this matter.

In this area, there is a change sought by the Town in that it seeks to eliminate the current longevity schedule and roll dollars into base salary with a particular formula. Further, the Town seeks to reduce tour length by a quarter of an hour and add ten four-hour training periods. Modifications in health insurance are also sought. From the PBA's side, it is requesting an additional personal day, clothing roll-in, and other increased benefits. The Arbitrator has reviewed all of those proposals, and his Award reflects his ultimate determination with respect to who prevails in those areas.

Interests and Welfare of the Public

This criteria is rather amorphous, and its application is very difficult to assess. It is sometimes pointed out that this criterion serves as a weighing or an evaluation of the remaining criteria, but the delivery of police services on a professional level by satisfied public employees is something that this criteria likewise addresses. Because of the fact that we are dealing with a conventional arbitration award, it is appropriate to conclude that neither parties' proofs prevailed in an evaluation of this criteria. However, one of the factors which led to the compromised conclusion on this criteria was the obligation of the Arbitration to craft the most reasonable settlement consistent with the concern for the economic impact on the parties and for a just resolution for the police officers delivering the service.

SPECIFIC ECONOMIC ITEMS

Increased Vacation Days

The PBA seeks to have one vacation day added to each step in each year of the Memorandum of Agreement. Currently, Secaucus police officers receive twenty-four vacation days at top step after fifteen years, with superior officers receiving two more days. It is pointed out that Secaucus is four days below the average for police officers in the County. (PBA brief, page 20). It is maintained that the addition of one vacation day represents less than one-half of one percent increase in the base salary of police officers.

The Arbitrator has carefully reviewed this proposal and, in short, sees no justification to increase the already generous vacations offered to members of the bargaining unit at this particular time. Therefore, that proposal is rejected.

Union Business Leave

This proposal would release the PBA President and the State Delegate to attend New Jersey PBA meetings for an entire tour of duty on calendar day of the meeting, without loss of pay or benefits. It is opposed by the Town and, in support thereof, it points to the testimony elicited from the President of the PBA in that regard. It maintains that there has simply been no showing of a need to have such a proposal. On the other hand, the SOA presents a proposal which reconfigures itself as a separate organization and asks for time off for Local and County PBA meetings and time for its President to attend State PBA meetings and be paid for the entire shift on that day. The Arbitrator has reviewed these proposals and, especially in view of the arguments against granting them, as made by the Town's attorney. The entire analysis of this proposal is contained on pages 21-24 of Township counsel's brief. Once again, we are dealing with money here and, absent a particular and special showing of need, the Arbitrator prefers to have the money be given to all members of the bargaining unit across the board. Therefore, he is rejecting this proposal.

Clothing Cleaning Allowance

This proposal deals with the payment to each member of the PBA of \$50.00 per year to cover expenses related to the cleaning of the members' uniforms, which would be raised in each succeeding year by \$50. This is an amount in addition to the current clothing allowance and would be payable on December 1 of each year of the Agreement. Here again, while this is an interesting proposal, it would mean money to be expended by the Town which could be better spent elsewhere. Indeed, the Arbitrator, in his Award, has fashioned some additional compensation with respect to a clothing roll-in, rather than granting the clothing cleaning allowance. There has been no showing as to why this particular benefit is required, and I am therefore rejecting it.

Off-Duty Police Action

This proposal would remove from the limitation language the term "within the Town of Secaucus" from the provision on off-duty action. The Association suggests that the changes are without cost to the Town. On the contrary, if the Union proposal were adopted, members of the Association would receive benefits as if they had been working in Secaucus on duty. In that regard, Police Officer Amodeo testified with respect to this issue at some length during the hearing on October 14, 1997.

The Town maintains that the employees' legitimate concerns are already addressed by statute, and the contract language should not be changed. (Town brief, page 30). It is the

Town's view that the essential difference between the two constructions (of the term "rights") is that the Labor Agreement confers rights to police officers which go beyond the economic benefits protected by the statute. It maintains that extension of these rights only to off-duty action taken within the community is a legitimate inducement to vigorous involvement by off-duty police officers while within the Town. Town counsel points to the practical aspect of the proposal, namely, that it would hamper the Town in assessing and investigating claims since extensive discovery is not normally available.

Quite frankly, the Arbitrator does not have enough information to grant this proposal, although he finds it to be an interesting one. The comment by the Association's counsel that "Neither side presented any evidence that this benefit would have any cost or that it had ever happened to any member" is not, in my judgment, any reason to grant the proposal. On the contrary, this is a proposal which requires further review and study, and I recommend to both parties that it be done. However, it is my considered judgment that it is not one that should be imposed by an interest arbitrator, absent more study, and I am not awarding this proposal.

Prescription Plan

This proposal of the Association is to memorialize the current practice of the Town to provide a prescription plan to members of the bargaining unit. At present, the Town currently provides a prescription plan to its members, and this has been provided through practice, but has not been set forth in the Memorandum of Agreement. The Town is opposed to this since,

in its view, there is no need to put into the contract that which has been in existence outside of the contract for many years and has worked just fine without having been in the contract. The Arbitrator agrees with that position and is not requiring that the Prescription Plan be placed in the contract.

Direct Deposit

This proposal seeks to have the Town arrange to make direct deposit of paychecks available to members at the option of the member. This proposal is simply a convenience proposal, and the reason for it is that police officers are frequently not at work on a payday, or are not conveniently near a bank during banking hours, with the direct deposit system curing these defects. The Town views this as a cumbersome concept and one which it simply wishes not to get involved in. Further, it indicates that nothing within the evidence submitted indicates a justification or any evidence, for that matter, is presented whatsoever regarding this proposal.

Simply put, while I have no personal feelings one way or other on this issue, it was not sufficiently developed by either party at the hearing. That being so, since the burden is on the moving party to present evidence, I am not adopting it as part of my Award.

Steady Midnight (Superiors)

This is a uniquely SOA proposal, and it would provide that the Town would schedule supervisors for the midnight tour in the same manner and under the same rules as police officers are currently scheduled. As both parties are aware, assignment to the midnight tour is a steady shift. Proposals were submitted during the course of the hearings, and there was an apparent resolution of this issue. However, the SOA also sought to have the midnight tour assignment language in their agreement, and this was not agreed to by the Town because it contemplated a situation dealing with groups of patrolmen who are of equal ranks while, on the other hand, supervisory positions are staffed on midnights by both sergeants and lieutenants.

This is essentially a managerial prerogative issue in that the Chief must retain discretion to assign supervisors to the midnight tour; that is to say, which rank of supervisor. This was testified to by the Chief during the course of the hearing. I therefore cannot award the particular language sought by the SOA in this proceeding with respect to staffing of the midnight shift. This proposal seeks to change the language of Article 8, Paragraph H to have the following inserted as additional new language: *Once properly requested, requests shall not be denied unless the Chief declares a departmental emergency, or unless other more senior members have requested compensatory time leaving the tour without supervision.* This is opposed by the Town in that it would force the Chief to grant compensatory time off except if the Chief declared a departmental emergency or if other more senior supervisors

had the day off for compensatory time. As noted, Article 8 has already been agreed to with respect to having the work schedule for superior officers parallel that of patrolmen. Chief Corcoran testified at the hearing respecting this proposal, and he had grave concern regarding the impact on overtime costs if this proposal were granted by the Arbitrator. The Arbitrator credits the Chief's testimony in that regard, and he is therefore not granting this proposal.

Longevity

This is a Town proposal to put forth an extended salary guide which would prospectively contain eleven steps and would eliminate longevity. In the view of the Town, longevity is offset by adding into base pay a sum of \$2,000 for those employees subsequent to 1990, \$5,000 for those employees between 1980 and 1990, and \$7,000 for those employees prior to 1980. Ultimately, as current employees retire and new and more recently hired employees are employed under a system that does not contain longevity, the Town's intent is to eliminate the longevity system and contain costs. (Town brief, page 43).

PBA counters by maintaining that this system is unlike any other system in the County and that it is confusing in that it does not outline how it would be implemented. It would have an incredibly disparate impact on different members of the unit and, because of its effect over time, it would cost Association members economically. Further, the Association maintains that it has historically been part of police compensation in order to reward police officers for

loyal service to the Town, with every single town in the County having a longevity benefit for police officers.

The Interest Arbitrator has considered this proposal at some great length. To be sure, history has shown that police officers' length of service with towns are such that they remain, usually until retirement. Put another way, longevity, as initially presented, was a way of having police officers remain in a town by giving them a financial incentive to stay. Perhaps, it has worked well in that, as just noted, police officers do not "hop" from town to town. Having said that, however, I view the elimination of a system of longevity as a drastic measure. While it clearly will inure financially to the benefit of the Town in terms of cost saving, as pointed out by Association counsel, it would have a disparate impact on the members of the bargaining unit and impact from a morale point of view as well. While it may be argued that, in the present day, the concept of longevity is an anachronism, and while longevity may at some point be a thing of the past, as for now, this Arbitrator is not prepared to abolish it in Secaucus. This is a concept which, if it is to be eliminated, should be as a result of collective bargaining directly between the parties themselves. I therefore am rejecting this proposal.

Duration of the Contract

Initially, the Town proposed a three-year agreement with the wage offer and the various proposals to be over a period of three years. However, to his credit, the Town's

counsel recognizes the fact that "...in light of the extended timeframe necessitated by ultimately unsuccessful efforts at negotiation and mediation, it is now mid-1998, and by the time of issuance of this Award, it is likely that a normal three-year agreement would be at or very near to expiration. Therefore, as a practical matter, the Town will not object to an award which extends through calendar 1999, or a total duration of four years...." (Town brief, pages 11-12). Throughout these proceedings, the PBA has requested a four-year agreement covering the period January 1, 1996 through December 31, 1999. The Arbitrator is awarding a four-year contract and, with respect to his wage proposals and the like, he is accepting the PBA's argument (with the tacit acceptance of the Town) that a four-year agreement is preferred due to the passage of time.

Salary Increase

As our New Jersey Public Employment Relations Commission has noted, and which comment this Interest Arbitrator agrees, fashioning a conventional arbitration award is not a precise mathematical process. Indeed, the statute sets forth general criteria rather than a formula, so that the setting of wage figures necessarily involves judgment and discretion, and any arbitrator will rarely be able to conclusively demonstrate that his or her award is the only "correct" one. While some of the evidence may be conflicting, the Arbitrator does as best as he can based upon the evidence adduced. Put another way, some other arbitrator may reach different results based upon the evidence presented to him or her, and that does not

necessarily make arbitrator #1 correct and arbitrator #2 incorrectly or the reverse. However, the arbitrator, as is his duty, has attempted and will attempt further to state what statutory factors were considered most important in arriving at the Award which he arrived at and will also explain, to the extent he is able to do so, why those factors were given greater weight than others and, finally, try to explain how other evidence or factors were weighed or considered in arriving at his final Award.

In that regard, in the instant proceeding, the Arbitrator weighed all of the statutory criteria. Of particular importance, however, to the Town of Secaucus, in my judgment, were the comparison of the Wages, Salary, Hours and Conditions of Employment of the employees involved in the arbitration proceeding with the Wages, Hours, and Conditions of Employment and other employees performing the same or similar services and with other employees generally (factor no. 2). Further, the Interests and Welfare of the Public were also considered important, as were the Overall Compensation presently received by the employees which include wages and other emoluments of employment. That the stipulations of the parties were recognized is amply demonstrated by the fact that the Arbitrator has set forth those stipulations in the Award. The Lawful Authority of the Employer is a somewhat amorphous concept, so that is not deemed to be given much weight here, however, the Financial Impact on the Governing Unit, Its Residents and Taxpayers is of prime importance, and that is one of the main criteria or criterions which must be addressed. As regards the

other two statutory factors, they were given minimal wage since Continuity and Stability of Employment is not a problem in Secaucus, nor is the current Cost of Living statistics.

Therefore the undersigned, having duly heard all of the proofs and allegations of the parties of this proceeding, makes the following:

AWARD

1. The duration of the Collective Bargaining Agreement between the parties shall be for a period of four years, namely, January 1, 1996 through December 31, 1999.
2.
 - a. Effective January 1, 1996, all members of the bargaining unit shall receive an across-the-board wage increase of 3.8%.
 - b. Effective January 1, 1997, all members of the bargaining unit shall receive a further wage increase of 3.8%.
 - c. Effective January 1, 1998, all members of the bargaining unit shall receive a further wage increase of 3.8%.
 - d. Effective January 1, 1999, all members of the bargaining unit shall receive a further wage increase of 3.8%.
3. With respect to the issue regarding training time, the Town may assign up to 40 hours per year, with compensable time being paid for at straight time rates. However, there are two caveats: one being that the training time must be in minimum blocks of three-hour periods and, secondly, that the training time not be assigned during the summer months, namely, July and August.
4. As was argued by the Town, the Arbitrator hereby awards the health insurance proposal put forth by the Town which is identical to that being received by the teachers in the town of Secaucus.
5. As respects the issue regarding the Clothing Roll-in, the Arbitrator awards it to the extent it is optional with the employee in the 23rd year of his employment. The Clothing Roll-in option shall be paid by separate check.
6. As regards the personal day requests, the Arbitrator hereby awards an additional personal day effective January 1, 1998 and an additional personal day to be effective January 1, 1999 (a total of two days additional for the two years in question)
7. The SOA, as was agreed to, shall receive the same language sought to describe their work schedule to that now found in the first two paragraphs

8. Except as modified herein, the current Collective Bargaining Agreement between the parties shall remain in full force and effect.

Robert E. Holt

ROBERT E. LIGHT, Interest Arbitrator
Dated: November 3, 1998

On this 3rd day of November, 1998 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.

Ellen Orlandine

ELLEN ORLANDINI
Notary Public of NJ