

P.E.R.C. NO. 2023-1

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

BOROUGH OF BERGENFIELD,

Respondent,

-and-

Docket No. IA-2021-016

PBA LOCAL 309,

Appellant.

SYNOPSIS

The Public Employment Relations Commission vacates an interest arbitration award on remand and remands it to another arbitrator. The PBA appealed from the remand award asserting that the arbitrator: failed to identify the salary levels of the awarded 10-step salary guide for new hires; failed to clarify the appropriate step placement for officers at the start of the award; unreasonably increased health benefit contributions because he considered maintenance of the status quo health benefit contribution level as akin to a salary increase; and improperly failed to consider comparability evidence submitted by the PBA while considering evidence outside of the record. The Commission finds that the award failed to define the 10-step salary guide for new hires, failed to clarify step placement at the start of the award, and did not provide sufficient support for its healthcare contributions award or its overall salary award. Accordingly, the Commission vacates the remand award because a mutual, final and definite award upon the subject matter submitted was not made, and because it is not supported by substantial credible evidence in the record as a whole.

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 Appellant, Loccke Correia & Bukosky, LLC,
attorneys (Michael A. Bukosky, of counsel)

For the Respondent, Trenk Isabel Siddiqui & Shahdanian,
P.C., attorneys (John L. Shahdanian II, of counsel)

DECISION

This case returns to the Commission following the interest arbitrator's May 24, 2022 interest arbitration award on remand (Remand Award) covering a negotiations unit of police officers employed by the Borough of Bergenfield (Borough) and represented by PBA Local 309 (PBA). The arbitrator's initial interest arbitration award (Original Award) was issued on September 14, 2021 and appealed by the PBA on September 29, 2021. On November 23, 2021, the Commission vacated the Original Award and remanded the case back to the arbitrator. P.E.R.C. No. 2022-23, 48 NJPER 260 (¶58 2021). We held that the arbitrator improperly waited until his award to decide on the PBA's objection to the Borough's healthcare contribution proposal as not having been identified as

an issue in dispute as required by N.J.S.A. 34:13A-16(d) and N.J.A.C. 19:16-5.5(a). Accordingly, we vacated and remanded the award, stating that on remand, “the arbitrator shall allow the parties to submit additional evidence on the issue of healthcare contributions and a revised final offer.” In vacating the award, we deferred any substantive review of the terms of the interest arbitration award until issuance of the remand award. We also noted that, as the terms of the parties’ prior contract (for the years 2018-2020) remained unsettled pending the previous interest arbitrator’s court-ordered remand for clarification, the arbitrator should wait to issue his remand award until after the prior award’s clarification was issued.^{1/} In order to facilitate expeditious review of the award following remand, we retained jurisdiction and ordered the parties to file briefs with the Commission on the Remand Award within 14 days of issuance.

The previous arbitrator’s clarification (Clarification Award) was issued on January 14, 2022 and appealed by the PBA. On February 24, 2022, the Commission affirmed the Clarification Award. P.E.R.C. No. 2022-35, 48 NJPER 370 (¶83 2022). The Remand Award in the current proceeding was issued on May 24,

^{1/} On October 5, 2021, the Superior Court, Appellate Division, issued an unpublished decision directing the parties to return to the prior interest arbitrator to clarify whether the PBA’s draft salary term was an accurate reflection of the interest arbitration award. Bergenfield Bor., P.E.R.C. No. 2020-50, 46 NJPER 516 (¶114 2020), rev’d and rem’d, 2021 N.J. Super. Unpub. LEXIS 2398 (App. Div. 2021).

2022. On June 6, the PBA appealed the Remand Award. By letter of June 7, the Commission notified the parties that, because the Commission had retained jurisdiction and ordered submission of briefs following the Remand Award, the PBA's June 6 appeal was accepted as the PBA's brief on the Remand Award. The Borough filed its Remand Award brief on June 7. The parties filed reply briefs on June 21. The Commission granted the Borough's request for leave to file a sur-reply brief, which it filed on July 5.

On remand, the PBA proposed a three-year contract from January 1, 2021 through December 31, 2023 with:

- Full step movement for all employees in accordance with the usual placement on the salary guide reflecting years of service (i.e. 3 years of service places an employee on Step 3). The award should confirm the existing guide in which step placement occurs complementary to and simultaneously with years of service.
- 4.0% wage increases across the board upon the existing salary schedule/guide for each year of the contract.
- Decrease in the health benefit contributions from 15% to 1.5%.
- The PBA proposes no change to the existing guide. However, should the arbitrator consider the Township's proposal for an alternate salary guide for new hires, the PBA proposes an 8-step guide with a new starting salary from its current \$49,760 to \$60,000.

On remand, the Borough proposed a five-year contract from January 1, 2021 through December 31, 2025 with:

- Effective January 1 on each year of the contract, 2% salary increases for officers who reach top step.
- Effective January 1, 2022 - Salary guide for new hires shall include 10 steps.

- Removal of language in Article III, Section 2 which states that "Increments shall be paid in accordance with past practice."
- Effective January 1, 2022 - Employees covered by the Agreement shall pay the percentage of the total cost of their healthcare benefits as set by the Tier 4 schedule of Chapter 78. However, no employee covered by the agreement shall contribute more than 25% of the total cost of healthcare benefits.

The 117-page Remand Award includes discussion and analysis of the parties' arguments and submissions submitted prior to the Original Award, as well as their supplemental arguments and submissions on remand. The arbitrator determined that the parties' additional submissions concerning healthcare contributions and their revised final offers did not justify making any changes to the terms of his Original Award. (Remand Award at 109-110). The arbitrator awarded the Borough's proposals for contract term, salary increases, new salary guide for new hires, removal of certain contract language, and healthcare contributions. The arbitrator did not award any of the PBA's proposals. The arbitrator awarded the following terms (Remand Award at 116):

- 5-year contract term from January 1, 2021 through December 31, 2025.
- 2% annual salary increases for officers who reach top step.
- A 10 step salary guide for new hires, effective January 1, 2022.

- Removal of the Article III, Section 2 language from the 2017 agreement which states that "Increments shall be paid in accordance with past practice."
- Increase in healthcare benefits contributions from 15% to the equivalent of Chapter 78, Tier 4 levels (P.L. 2011, c. 78), but capped at 25% of the cost of healthcare benefits.

The arbitrator stated that all other proposals of the parties are considered denied and that: "All provisions of the existing Collectively Negotiated Agreements shall be carried forward except for those which have been modified by the terms of this Award and any prior agreements and stipulations between the parties." (Remand Award at 108-109).

Arguments

On appeal the PBA seeks that the Commission vacate and/or modify the Remand Award. First, the PBA asserts that salary step movement during the term of the Remand Award is incomprehensible because it does not clarify step placement on the first day of the contract. It notes that because the prior award (setting the terms of the 2018-2020 contract) delayed the 2019 step increases until October 1, 2019 and then ordered no additional step movement in 2020, it is unclear at what step the officers are on when the current contract (2021-2025 per the Remand Award) commences. The PBA asserts that PBA officers should resume their placement on the salary guide according to their years of service because the Remand Award did not change the existing salary guide that has been in effect since January 1, 2017. It contends that

the Remand Award leaves the parties without any clear guidance and invites more litigation over salary guide placement. The PBA also asserts that the Remand Award provided for a new 10-step salary guide for new hires but failed to identify in any manner what the new salary guide rates of pay would be. It argues that because the arbitrator did not provide the salary levels for the 10-step salary guide he awarded, he created an undefined term.

The PBA next objects to the award of the Borough's increased health benefits contribution proposal, arguing that the arbitrator's determination that maintaining the status quo (15%) healthcare contributions is akin to receiving a salary increase is unreasonable. The PBA contends that the arbitrator should have instead costed out the effect of increasing healthcare contributions. The PBA also argues that the arbitrator considered evidence outside of the record in a prejudicial manner, by giving great weight to four interest arbitration awards that were not produced by the parties. It argues that the arbitrator declined to consider other interest arbitration awards submitted by the PBA that provided much greater salary increases than those he relied on. The PBA also asserts that the arbitrator completely ignored its Consumer Price Index (CPI) evidence of 8.5% inflation and thereby failed to properly consider the 16g(7) factor of "cost of living."

The Borough responds that the Commission's decision vacating the Original Award (P.E.R.C. No. 2022-23) did not "disturb the Award" and therefore the PBA on remand may only submit arguments concerning the healthcare contributions issue on which the parties submitted additional evidence on remand. It argues that the PBA's objections to the arbitrator's failure to determine the steps on the newly awarded 10-step salary guide go beyond the scope of the arbitrator's authority on remand and should not be considered by the Commission. The Borough concedes that the arbitrator did not address step placement (except 2% salary increases at top step), but asserts that the Clarification Award and P.E.R.C. No. 2022-35 affirming it already determined the proper step placement of PBA officers. The Borough contends that after receiving increments in 2018 (the first year of the prior award), the officers remained frozen at that step for the duration of that award, receiving the value of a quarter step on 10/1/2019, but not advancing to their 2019 step until 2021. The Borough contends that it was not prejudicial for the arbitrator to rely on four interest arbitration awards outside of the record, including some of his own awards. The Borough asserts that the Remand Award does not violate the 16g factors and is supported by substantial evidence in the record as a whole and therefore should not be vacated, modified, or corrected.

Standard of Review

N.J.S.A. 34:13A-16g requires that an arbitrator shall indicate in the award "which of the [16g] factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor."

The statutory factors are as follows:

- (1) The interests and welfare of the public.
. . .
- (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 . . .
 - (b) In public employment in general . . .
 - (c) In public employment in the same or similar comparable jurisdictions . . .
- (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.
. . .

- (6) The financial impact on the governing unit, its residents, the limitations imposed upon the local unit's property tax levy pursuant to section 10 of P.L.2007, c.62 (C.40A:4-45.45), and taxpayers. . . .
- (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.
- (9) Statutory restrictions imposed on the employer. . . .

[N.J.S.A. 34:13A-16g.]

On appeal, "The commission may affirm, modify, correct or vacate the award or may, at its discretion, remand the award to the same arbitrator or to another arbitrator, selected by lot, for reconsideration." N.J.S.A. 34:13A-16f(5) (a). The standard for reviewing interest arbitration awards is well established. We will not vacate an award unless 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. Teaneck

TP. v. Teaneck FMBA, Local No. 42, 353 N.J. Super. 298, 299 (App. Div. 2002), aff'd o.b., 177 N.J. 560 (2003), citing Cherry Hill Tp., P.E.R.C. No. 97-119, 23 NJPER 287 (¶28131 1997).

Within the parameters of our review standard, we will defer to the arbitrator's judgment, discretion and labor relations expertise. City of Newark, P.E.R.C. No. 99-97, 26 NJPER 242 (¶30103 1999). However, an arbitrator must provide a reasoned explanation for an award and state what statutory factors he or she considered most important, explain why they were given significant weight, and explain how other evidence or factors were weighed and considered in arriving at the final award. N.J.S.A. 34:13A-16g; N.J.A.C. 19:16-5.9; Borough of Lodi, P.E.R.C. No. 99-28, 24 NJPER 466 (¶29214 1998).

Analysis

After careful consideration of the Remand Award and the parties' submissions, we vacate the Remand Award. As explicated below, we find that the award failed to define the 10-step salary guide for new hires, failed to clarify placement on the existing 6-step salary guide, and did not provide sufficient support for its overall salary award or its healthcare contributions award. Accordingly, the Remand Award is vacated on the following grounds: a mutual, final and definite award upon the subject matter submitted was not made; and the award is not supported by substantial credible evidence in the record as a whole.

We initially address the Borough's procedural objection to the issues raised by the PBA on appeal. The Borough claims that the Commission is barred from considering all of the PBA's issues, except for healthcare contributions, because they were "previously considered and decided" or "previously rejected" by the Commission. This is inaccurate. As discussed above in the procedural history, P.E.R.C. No. 2022-23 vacated the entire Original Award. The Commission did not substantively affirm, modify, or reject any issues involved in this appeal. In vacating the award, the Commission explicitly deferred any substantive review of the terms of the interest arbitration award until issuance of the remand award, stating:

In view of our decision to vacate and remand this matter, we need not decide the remaining issues in this appeal. As the arbitrator's remand award to reconsider the issue of healthcare contributions could also impact other issues in the award, we defer ruling on any other disputed issues until issuance of the arbitrator's remand award.

[48 NJPER at 263; emphasis added.]

In addition to vacating the award, we remanded it back to the arbitrator for consideration of additional evidence on healthcare contributions, revised final offers, and the Clarification Award from the parties' prior interest arbitration. The arbitrator had the discretion to issue new terms in light of the parties' supplementary submissions, arguments, and revised offers on remand. While the arbitrator issued a Remand Award with the same

terms as his Original Award, the fact that the Original Award had been vacated means that the Remand Award is a new award. Either party, in their briefs on the Remand Award, could have appealed any aspect of the Remand Award, whether or not they had raised the issue in response to the Original Award.

Turning to the substance of the appeal, we first consider the PBA's objection to the Remand Award for failing to identify the salary levels of the newly awarded 10-step salary guide for new hires. The PBA objected to the failure to detail the awarded 10-step salary guide in both its appeal of the Original Award and of the Remand Award. (PBA Appeal Brief at 1, 9, and 14; PBA Remand Appeal Brief at 1, 9, 12, 22). Neither the Original Award nor the Remand Award set forth the actual salary levels of the awarded 10-step salary guide for new hires. The Borough's final offer as recited in the Remand Award states: "Effective January 1, 2022 - Salary guide for new hires shall include 10 steps; . . ." No further details of this 10-step salary guide are provided. The only salary level stated in the Remand Award in either the Borough's arguments or the arbitrator's analysis is the value of the top step (Step Nine). The Borough's arguments on the 10-step proposal provided the following information:

As exemplified through Bergenfield's Final Proposal/Offer, it is Bergenfield's position that the salary guide for new hires should include ten steps, which include a Training step and an additional nine steps (Step One through Step 9), which is comparable to

similar departments within Bergen County. . . . If Bergenfield were to implement 10 steps within its salary guide, an officer at top step (Step Nine) would earn \$132,049.65 in 2021, which includes Bergenfield's proposed 2% annual increase to officers who reach that top step.

[Remand Award at 47.]

The arbitrator's salary analysis, in awarding the 10-step salary guide for new hires, repeats the Borough's statement about the top salary step, but provides no other values for the guide.

(Remand Award at 90). The final salary award likewise does not provide the new 10-step salary guide for new hires, but only provides:

Effective January 1, 2022 - Salary guide for new hires shall include 10 steps.

[Remand Award at 99, 108, 116.]

As neither the Original Award nor the Remand Award provided the salary levels for the new salary guide, the awarded 10-step salary guide for new hires is an undefined term.^{2/} The Commission cannot be left to guess what the actual numbers are in the awarded 10-step salary guide proposal. Accordingly, we find that the arbitrator so imperfectly executed his powers that a mutual, final and definite award upon the subject matter submitted was not made. N.J.S.A. 2A:24-8(d).

^{2/} We also note that none of the Borough's briefs in this matter contained any additional information on the salaries in its proposed 10-step salary guide.

We next turn to the PBA's objection to the Remand Award's lack of clarity concerning where PBA officers are on the 6-step salary guide at the start of 2021 and, therefore, what steps they progress to in each year of the 2021-2025 contract. The 6-step salary guide, effective January 1, 2017 according to the parties' 2017 agreement, has remained in effect through the parties' prior interest arbitration award (2018-2020) and was unchanged in the Remand Award, except for 2% salary increases for officers who reach top step. However, as discussed in P.E.R.C. No. 2022-35, concerning the Clarification Award of the 2018-2020 contract, the prior arbitration award provided regular step increases in 2018, delayed step increases in 2019 on 10/1/2019, and provided no step increases in 2020 (the final year of the prior award).

The Borough contends that the prior arbitration award froze PBA officers at their 2018 step on the salary guide for the duration of the award (through 2020), and thus they should be placed at their 2019 step at the start of the new 2021-2025 contract. It argues that the delayed 2019 step increase did not actually advance the officers to their 2019 step, but only provided them with a temporary salary increase equivalent to one-quarter of the value of their 2019 step. The PBA, on the other hand, contends that at the start of the new contract in 2021, the officers should be placed at the step on the salary guide matching their year of service, effectively being returned to

their previous step advancement pattern after receiving no step increases in 2020 under the prior arbitration award. We find that the Remand Award's salary term lacked clarity because it did not specify what salary step current officers are on when the contract begins in 2021. Thus, the salary award, even though it maintained the 6-step salary guide for current officers, was undefined because it did not resolve the parties' dispute over proper salary guide placement following the 2018-2020 contract. Accordingly, we find that the arbitrator so imperfectly executed his powers that a mutual, final and definite award upon the subject matter submitted was not made. N.J.S.A. 2A:24-8(d).

We next consider the remainder of the arbitrator's salary award. The arbitrator chose seven jurisdictions as comparables that he culled from the 29 jurisdictions proved by the Borough and PBA. The award, however, lacked a detailed explanation of why those particular seven jurisdictions were chosen. The only basis provided was that they were all ones relied on, in some part, by the Borough and PBA in advocating for their positions. (Remand Award at 87). Furthermore, in analyzing the salary increases in the seven highlighted jurisdictions, the arbitrator did not clearly differentiate which jurisdictions had only top step raises versus across-the-board raises throughout the salary guide. (Remand Award at 88-93). While he clarified that some units did not receive raises (except for regular step movement)

until top step, for other units he did not specify either way. As he awarded 0% across-the-board raises and 2% raises at top step only, the details concerning how many of his chosen external comparables similarly had top-step only raises or had broader wage increases across the salary guide are critical for conducting a fair comparison.

We also find that the arbitrator's salary comparability analysis improperly considered evidence outside of the record by reviewing four recent interest arbitration awards from the Commission website. (Remand Award at 96-97). Those awards were not available until after the record was closed and were not submitted by either party. We find that it was an abuse of discretion for the arbitrator to consider those additional arbitration awards without providing the parties an opportunity to respond and provide argument. Based on these deficiencies in the arbitrator's salary comparability analysis, we find that the salary award is not supported by substantial credible evidence in the record as a whole.

Finally, we address the PBA's objection to the arbitrator's award of the Borough's proposal to increase PBA officers' healthcare premium contributions from 15% to "the equivalent of Chapter 78, Tier 4 levels (P.L. 2011, c. 78), but capped at 25% of the cost of healthcare benefits." This PBA unit already fully implemented Chapter 78 by 2015 and Chapter 78 is now expired.

(Remand Award at 28-29, 100). Therefore, Chapter 78 no longer preempted the issue of healthcare premium contributions and the parties were free to negotiate to reduce the level of healthcare contributions from the statutory status quo of the Chapter 78 Tier 4 levels. See, e.g., Ridgefield Park Bd. of Ed., P.E.R.C. No. 2022-10, 48 NJPER 141 (¶36 2021), citing and discussing Ridgefield Park Bd. of Ed., P.E.R.C. No. 2018-14, 44 NJPER 167 (¶49 2017), rev'd and remanded, 459 N.J. Super. 57 (App. Div. 2019), rev'd and remanded, 244 N.J. 1 (2020). Indeed, in 2016, the parties voluntarily negotiated a reduction from the Chapter 78 statutory status quo to a healthcare premium contribution level of 15% in exchange for the PBA's consent to the Borough switching prescription drug plans. In 2017 the parties negotiated a one-year agreement in which the PBA agreed to 0% raises in exchange for continuing the 15% healthcare contribution level. (Remand Award at 22, 29). The prior arbitrator, in the parties' 2018-2020 contract, retained the 15% healthcare contributions level for that contract's duration. (Remand Award at 22; 2021 N.J. Super. Unpub. LEXIS 2398, *12 (App. Div. 2021)).^{3/} Thus, the 15% healthcare contribution level was the

3/ Compare Old Tappan Bor., P.E.R.C. No. 2022-4, 48 NJPER 107 (¶26 2021), where there was no intervening agreement between the parties that reduced healthcare contributions following full implementation of Chapter 78, so the arbitrator maintained the Chapter 78 levels: "Absent negotiations in a successor agreement establishing a lower healthcare

(continued...)

status quo for the five previous years as the parties entered the contract term that is the subject of this interest arbitration. (Remand Award at 105-106).

The Borough, as the party seeking to change the existing term or condition of employment (healthcare contribution rate of 15%), had the burden of showing the need for the increase. See, e.g., Fort Lee and PBA Local No. 245, P.E.R.C. No. 2009-64, 35 NJPER 149 (¶55 2009), appeal of decision on remand, P.E.R.C. No. 2010-17, 35 NJPER 352 (¶118 2009), aff'd, 39 NJPER 253 (¶87 App. Div. 2011); Bedminster Tp., P.E.R.C. No. 2020-11, 46 NJPER 119 (¶27 2019), aff'd, 47 NJPER 55 (¶14 App. Div. 2020); and Allendale Bor., P.E.R.C. No. 2003-75, 29 NJPER 187 (¶56 2003).

However, the arbitrator framed the maintenance of the status quo 15% level of healthcare contributions as an increase in employees' salaries rather than what it was: a continuation of the same healthcare premium cost-sharing level the parties had negotiated for and that was continued in their prior interest arbitration award. In support of his determination, the arbitrator repeated the Borough's comparisons of the wages and healthcare contribution levels of five jurisdictions. (Remand Award at 110-114). In doing so, the arbitrator characterized the PBA officers' status quo 15% healthcare contributions as

3/ (...continued)
contribution rate, Tier Four remains the status quo."

“savings” and the difference between Chapter 78 levels and their 15% levels as wage increases. Id.

The record does not support the arbitrator’s decision to express the maintenance of the 15% healthcare contribution level as a salary increase. The arbitrator failed to address the PBA’s arguments that there is a continuing financial impact of its 2016 agreement to switch prescription plans in order to initially obtain the 15% contribution level, as well as a continuing financial impact of its 2017 agreement to zero salary increases in order to maintain the 15% contribution level. The arbitrator also failed to address the PBA’s arguments that increasing healthcare contributions from the status quo of 15% up to 25% results in a net decrease in take-home compensation for PBA officers.

Furthermore, the PBA submitted evidence, not refuted by the Borough, that multiple jurisdictions have negotiated decreases in healthcare contributions from their previous Chapter 78 levels. (Remand Award at 22-26, 83-86, 104-105). While the arbitrator noted that most comparable jurisdictions have so far maintained healthcare contributions at Chapter 78 levels, he did not address the PBA’s assertion that no comparable jurisdictions have increased healthcare contributions and that the only trend in changes has been downwards. Neither the Borough nor the arbitrator produced any evidence of a jurisdiction where the

parties negotiated decreases in healthcare contribution levels following Chapter 78 implementation, but then subsequently re-negotiated or through interest arbitration increased contributions back to Chapter 78 levels.

Based on the above, we find that the arbitrator did not adequately address the PBA's evidence of the continuing financial impact of its 2016 agreement to switch prescription plans as well as its 2017 agreement for zero salary increases in order to obtain and maintain the 15% contribution level, the negative effect on net compensation that a healthcare contributions increase would have, or the PBA's comparability evidence of other jurisdictions that have reduced healthcare contribution levels following the expiration of Chapter 78. Accordingly, we find that the arbitrator's awarded change to the level of healthcare benefits contributions did not address all relevant evidence and is not supported by substantial credible evidence in the record as a whole.

For all of the foregoing reasons, the Remand Award is vacated on the following grounds: a mutual, final and definite award upon the subject matter submitted was not made in violation of N.J.S.A. 2A:24-8(d); and the award is not supported by substantial credible evidence in the record as a whole. Teaneck Tp. v. Teaneck FMBA, Local No. 42, 353 N.J. Super. 298, 299 (App. Div. 2002), aff'd o.b., 177 N.J. 560 (2003). We remand this

matter to the Director of Conciliation and Arbitration for assignment to a new arbitrator.

ORDER

The interest arbitration award is vacated and the matter is remanded to the Director of Conciliation and Arbitration for assignment to a new arbitrator.

BY ORDER OF THE COMMISSION

Chair Weisblatt, Commissioners Bonanni, Ford, Papero and Voos voted in favor of this decision. None opposed.

ISSUED: August 4, 2022

Trenton, New Jersey