

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of Interest Arbitration Between:

PISCATAWAY TOWNSHIP

"Public Employer,"

- and -

PISCATAWAY PBA LOCAL NO. 93

"Union."

Docket No. IA-2002-59

**INTEREST ARBITRATION
DECISION AND
AWARD**

PISCATAWAY TOWNSHIP

"Public Employer,"

- and -

**PISCATAWAY PBA LOCAL NO. 93A
(Superior Officers)**

"Union."

Docket No. IA-2002-60

**Before
James W. Mastriani
Interest Arbitrator**

Appearances:

For the Township:

John R. Gonzo, Esq.
Harwood Lloyd, LLC

For the Unions:

Marc Abramson
Consultant

I was appointed arbitrator by the New Jersey Public Employment Relations Commission on March 11, 2002 in accordance with P.L. 1995, c. 425, in matters involving the Township of Piscataway [the "Township"] and Piscataway Township PBA Local No. 93 and PBA Local No. 93A (Superior Officers) [the "Unions"]. Pre-arbitration mediations were held on May 15 and June 24, 2002. Because the impasse was not resolved, a formal interest arbitration hearing was held on October 22, 2002. At the hearing, each party presented testimony, documentary evidence and oral argument into the record in support of their respective positions. The petitions were not formally consolidated. However, all parties acknowledged that the goals of economy and efficiency would be met by receiving evidence which was common to each negotiating unit during the course of the hearing without having to independently resubmit documentary or testimonial evidence in duplicate fashion if separate hearings were held. It was stipulated that this decision would encompass both units and contain separate awards for Local 93 and Local 93A.

Testimony was received from Lyn Evers, Township Administrator, Thomas Banker, Financial Consultant to the Township, John T. Damato, President of PBA Local No. 93A, and Robert Zavistoski, President PBA Local No. 93. The terminal procedure was conventional arbitration, the mandatory statutory procedure, because the parties did not mutually agree to an alternative terminal procedure. Under this process the arbitrator has broad authority to fashion the terms of an

award based upon the evidence submitted without being constrained to select any aspect of the final offers submitted by the parties.

The statute requires each party to submit a last or final offer. I have set forth below the last or final offer of each party.

FINAL OFFERS OF THE PARTIES

PBA Local 93

1. **Article VII: Wages**

Section 1. The schedule of wages for police personnel for each year of the contract is contained in Appendix A which is attached hereto and made a part hereof. The following "across the board" wage increases shall go into effect (retroactively, where necessary) according to the following calendar year or fiscal year periods:

Effective July 1, 2002	1.0%
Effective January 1, 2003	4.5%
Effective January 1, 2004	4.5%
Effective January 1, 2005	4.5%
Effective January 1, 2006	4.5%

2. **Article VIII: Overtime**

Section 4. Effective January 1, 2003 detectives shall be entitled to eight hours overtime per each week during which they are "on call" Scheduling of actual assignments shall be on a uniform basis.

3. Article XI: Uniform Allowance

Section 1. Uniform Maintenance

Each sworn officer shall be granted an increase in clothing allowance from \$1,050 per year to \$1,200 per year effective July 1, 2002 for maintenance and replacement of all items of clothing and equipment that are not otherwise considered to be specialized items issued for special or unique duties. This allowance, payable by May 1st each year, shall be \$1,200 per year for each sworn officer.

4. Article XI: Uniform Allowance

Section 2. Uniform Cleaning Allowance

Effective July 1, 2002 each officer shall receive a clothing cleaning allowance payable the first pay day of August each year according to the following table.

August 2002 - Seven Hundred Eighty Dollars (\$780)
August 2003 - Eight Hundred Thirty Dollars (\$830)
August 2004 - Eight Hundred Eighty Dollars (\$880)
August 2005 - Nine Hundred Thirty Dollars (\$930)
August 2006 - Nine Hundred Eighty Dollars (\$980)

Township's Final Offer (PBA Local 93)

1. Article VII: Wages

Section 1. The schedule of wages for police personnel for each year of the contract is contained in Appendix A which is attached hereto and made a part hereof. The following "across the board" wage increases shall go into effect (retroactively, where necessary) according to the following calendar year or fiscal year periods:

Effective July 1, 2002	0%
Effective January 1, 2003	3.25%
Effective January 1, 2004	3.25%
Effective January 1, 2005	3.25%
Effective January 1, 2006	3.25%

2. The Township rejects the Union's proposal for a uniform cleaning allowance and increase in detective stipends for "on call".

* * * * *

PBA Local 93A (Superior Officers)

1. Article VII: Wages

Section 1. The schedule of wages for police personnel for each year of the contract is contained in Appendix A which is attached hereto and made a part hereof. The following wage increases shall go into effect (retroactively, where necessary) according to the following calendar year or fiscal year periods:

The differential adjustment for July 1, 2002 shall be based on the new senior patrol officer base salary as of July 1, 2002.

On July 1, 2002 the differential between senior patrol officer and sergeant will be increased by 2.0% to 7.2%.

On July 1, 2003 the differential between senior patrol officer and sergeant will be increased by 2.0% to 8.4%.

On July 1, 2004 the differential between senior patrol officer and sergeant will be increased by 2.0% to 9.6%.

On July 1, 2005 the differential between senior patrol officer and sergeant will be increased by 2.0% to 10.8%.

The differential between base salary of sergeant and lieutenant, (10.01%) as of June 30, 2002 and lieutenant and captain, (12.53%) as of June 30, 2002 shall be maintained. Therefore, on July 1, of the years indicated above the appropriate adjustments will be made to the base salary of lieutenants and captains to maintain the above differentials.

In addition to differential adjustments the following ATBS will be given as follows:

Effective July 1, 2002	1.0%
Effective January 1, 2003	4.5%
Effective January 1, 2004	4.5%
Effective January 1, 2005	4.5%
Effective January 1, 2006	4.5%

Township's Final Offer (PBA Local 93A)

1. Article VII: Wages
 - A. The Township proposes a status quo in salary differentials between and among all ranks.
 - B. The Township proposes the following across the board salary increases.

Effective July 1, 2002	0%
Effective January 1, 2003	3.25%
Effective January 1, 2004	3.25%
Effective January 1, 2005	3.25%
Effective January 1, 2006	3.25%
 - C. The Township proposes to delete the existing language with respect to the distribution of paychecks and replace that language by the following:

Section 3. Effective January 2003, pay checks will be issued every other Thursday. If the pay date falls on a

holiday, checks will be issued on the Wednesday proceeding the holiday.

The Township and Locals 93 and 93A have offered testimony and considerable documentary evidence in support of their final offers. I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8) which I find relevant to the resolution of these negotiations. I am also required to indicate which of these factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor. These factors, commonly called the statutory criteria, are as follows:

(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. 1995. c. 425

(C.34:13A-16.2) provided, however, each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.

(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 the P.L. 1976 c. 68 (C.40A:4-45 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 on 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 moneys have been designated by the governing body in a proposed local budget, or (c) initiate any new programs and services for which public moneys have been designated by the governing body in its 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.

BACKGROUND

The Township of Piscataway is located in Middlesex County. The County is 318 square miles in size and has 25 municipalities, including the Township of Piscataway. The Township is approximately 20 square miles in size with a population of approximately 55,000. The negotiating unit of police officers (Local 93) numbers sixty three while the negotiating unit of Sergeants, Lieutenants and Captains numbers twenty seven.

The police department is an active one. There are approximately 580 residents per police officer. In Middlesex County, only Monroe Township, Plainsboro and Old Bridge exceed Piscataway in number of residents per police officer. During the 1990s, Piscataway experienced a significant decline in violent and property crime attributed in large part to a greater law enforcement participation in the community. Cooperation between the mayor and council and the police department has resulted in a strong community policing program with police officers participating in many community programs including but not limited to Neighborhood Watch, D.A.R.E., Home Security Audits, and the Combat Auto Theft Program. Police officers are also involved in Domestic Violence Crisis Intervention Teams, the Municipal Alliance Substance Abuse Task Force and Firearms Safety Programs and also interface with Township businesses, schools

and civics groups. Base salaries for Local 93 amount to \$3,907,258 and base salaries for Local 93A amount to \$1,795,612.

The assessed value of real property and equalized values in the Township have steadily increased between 1998 and 2002. The equalized value of real property in 2002 is \$3,638,504, an increase from \$3,316,279 in 2001. Tax rates during this period have increased as well. Between 1998 and 2002, the gross tax rate increased 14.5%, or an average of 3.64% per year. The municipal portion of the total tax rate is 20.5%. In 2002, the total tax rate is \$4.24 and the municipal portion of that rate is \$0.87. Between 1998 and 2002, the Township has consistently collected over 98% of its taxes. The strategic location of the Township has caused increases in commercial rates although the Township notes that its business successes also make it vulnerable to fluctuations in business cycles. The Township is sensitive to concerns raised by residents and commercial entities over increases in tax rates and while acknowledging the positive role of the police department has asserted a need to be prudent in its fiscal operations in this proceeding.

Although the Township and the Unions remain at impasse over certain compensation issues, they have negotiated in good faith over many operations and administrative issues and have come to tentative agreement over many of these issues. The Township and the Unions have engaged in stipulations reflecting these tentative agreements. As contemplated by statute [see N.J.S.A.

34:13A-16g(4)], these stipulations have been received into the record and will be incorporated by specific reference as part of the ultimate awards rendered in this proceeding.

These stipulations are set forth below:

STIPULATIONS
TOWNSHIP AND PBA LOCAL 93

1. Duration

Agreement shall remain in full force and effect, without reopening of any kind, from July 1, 2002 through December 31, 2006.

2. Article V(A): Patrol Section (Delete the Underline)

Section 1. The current 4 x 4 shift schedule shall continue to be the normal work schedule for patrolmen in the patrol division. Effective January 1, 2000, "pool" hours shall be eliminated in their entirety. Effective simultaneously with the elimination of pool hours, the current method of compensating Patrolmen, scheduled on the "4 x 4" plan, for off duty court time will be terminated. Instead, Patrolmen will be compensated for off duty court time (in municipal, state, and federal courts), on a straight-time hour for hour basis with a minimum payment for one hour, at one and one-half time (1 ½), with a 2 hour minimum for municipal Court and a 5 hour minimum for all other courts. Actual hours of court time worked off duty beyond the minimum(s) one hour will be rounded in accordance with the existing practice, to the nearest 15 minutes.

Section 17: Training (Delete the Underline)

D. Annual training for the following subject areas shall be scheduled for officers on a 4 and 4 schedule on off duty hours on an overtime basis:

<u>Firearms</u>	<u>4 Hours</u>
<u>PR 24</u>	<u>4 Hours</u>
<u>PR</u>	<u>2 Hours</u>
<u>Use of Force</u>	<u>1 Hour</u>
<u>Vehicle Pursuit</u>	<u>2 Hours</u>

3. Article VIII: Overtime (Delete the Underline, Add the Double-Underline)

Section 3. Employees shall be compensated at the rate of one and one-half time (1 ½) the regular hourly rate of employees. Five (5) hours minimum shall be compensated for appearances at federal and state court, and two (2) hours minimum shall be compensated for appearances in Municipal Court, when court appearances are required during off-duty time. Five (5) hours shall be compensated for appearances in Civil Court, for police related matters when such appearances are required during off duty time.

Patrolman working on a 4 x 4 schedule will be compensated for off duty civil and criminal court time, municipal, state, and federal courts, on a straight-time hour for hour basis with a minimum payment for one hour. Actual hours of court time worked beyond the minimum one hour will be rounded in accordance with the existing practice, to the nearest 15 minutes.

4. Article XIX: Welfare and Pension Benefits (Delete Underline, Add Double-Underline)

Section 2. The Employer agrees to provide and cover all Employees including their dependents with Blue Cross & Blue Shield, Prescription Plan, Rider J and Major Medical

insurance and UCR Dental Plan and to pay for same.

New hires, those initially hired after September 1, 2000, shall have the option of receiving for himself/herself only, the same health insurance benefits (hospitalization, medical and major medical) now received by other unit members, or accepting either HMO, POS, or PPO coverage in lieu of hospitalization, medical and major medical benefits.

Should the new hire elect to accept the individual coverage, said individual be offered full family coverage provided the difference in premium is paid by the employee that when the new hire completes his Academy time and three more full years in the Department, he shall receive the same health insurance benefits as current members receive.

- A. Effective January 1, 1993 April 1, 2003, the co-pay factor for the Prescription Insurance Benefits shall be 6.00 seven dollars (\$7) for generic drugs and ten (\$10) for brand name drugs. The co-pay factor for the POS plan will increase from five dollars (\$5.00) to ten dollars (\$10) and the co-pay factor for PPO will increase from ten dollars (\$10) to fifteen dollars (\$15.00). The deductible for dental will increase from fifty dollars (\$50) per person to seventy five dollars (\$75) per person with the maximum benefit per year of \$1,200 per person.
- B. Section 5. The Employer agrees to provide for an cover dependents with all health and dental benefits and pay for same if an Employee or is killed, while performing duties as a police officer dies while an active employee, until the spouse remarries or for four (4) years, beyond expiration of present contract, whichever comes first from the date of the employee's death.

STIPULATIONS
TOWNSHIP AND PBA LOCAL 93A

1. Duration

Agreement shall remain in full force and effect, without reopening of any kind, from July 1, 2002 through December 31, 2006.

2. Article V(A)

Section 13: Training (Delete the Underline, Add the Double-Underline)

D. Thirteen hours of annual training for the following subject areas shall be scheduled for officers on a 4 and 4 schedule on off duty hours on an overtime basis for 13 hours of training.

<u>Firearms</u>	<u>4 Hours</u>
<u>PR 24</u>	<u>4 Hours</u>
<u>PR</u>	<u>2 Hours</u>
<u>Use of Force</u>	<u>1 Hour</u>
<u>Vehicle Pursuit</u>	<u>2 Hours</u>

3. Article VIII: Overtime (Delete the Underline)

Section 4. Detectives shall be entitled to sixty (\$60) one hundred and twenty five dollars (\$125) per each weekend during which they are "on call" up to a maximum of six hundred sixty (\$660) dollars per year. Effective September 1, 2000, detective stipends for "on calls" will be increased to sixty-two (\$62) dollars per each weekend with a maximum of six hundred eighty-two (\$682) dollars per each weekend with a maximum of seven hundred four (\$704) dollars per year and effective January 1, 2002, "on calls" will be increased to sixty-six (\$66) dollars per each weekend with a maximum of seven hundred twenty-six (\$726) per year. Scheduling of actual assignments shall be on a uniform basis.

4. Article XIX: Welfare and Pension Benefits
(Delete the Underline, Add the Double-Underline)

A. Effective January 1, 1993 April 1, 2003,
the co-pay factor for the Prescription
Insurance Benefits shall be 6.00 seven
dollars (\$7) for generic drugs and ten
(\$10) for brand name drugs. Effective
Plan Year 2003, (April 1, 2003), those
members opting to use Horizon POS or
PPO shall increase the co-pay to POS -
\$10.00 and PPO - \$15.00.

Effective Plan year 2003, (April 2003),
the Dental deductible will increase from
\$50.00 to \$100.00 with an aggregate of
\$300 per family and the coverage
changed to a maximum per person per
year to \$1200.00 and the coverage for
orthodontics will increase to \$2000.00
per child as described in the dental plan
contract.

B. Section 5. The Employer agrees to
provide for and cover dependents with
all health and dental benefits and pay
for same if an Employee or is killed,
while performing duties as a police
officer dies while an active employee,
until the spouse remarries or for four (4)
years. beyond expiration of present
contract, whichever comes first from the
date of the employee's death.

5. Article XX: Promotional Testing Procedures
(Delete the Underline, Add the Double-Underline)

A. The Police Department Policy No. 86-1
Defined as Promotional Test
Procedures, is included as part of this
Agreement.

B. Two (2) members of the Township council will observe the oral interview phase of the Promotional Testing Procedure.

C. The State Chiefs of Police Association will conduct the oral interview phase of the Promotional Testing Procedure.

A. The Police Department promotional testing procedures for the ranks of Lieutenant and Captain shall be agreed upon by a committee representing PBA 93A and the Police Administration (Director and Captains) and as delineated within the Department Policies and Procedures.

6. Article XXII: Patrol Car Modification (Delete the Underline)

The Employer shall have all patrol cars modified so that the police radios may be used without leaving keys in the car ignition. The Employer shall also have dual spotlights installed on all patrol vehicles.

POSITIONS OF THE PARTIES ON THE REMAINING ISSUES

The remaining issues center mainly on compensation and compensation related issues. One major difference concerns whether there should be any salary increase for the time period July 1, 2002 through December 31, 2002. A prior interest arbitration award covered the time period from January 1, 1998 through June 30, 2002. A 3.55% increase was awarded effective January 1, 2002. The Township contends that no additional salary increase should be provided for the time period July 1, 2002 through December 31, 2002 while Local

93 contends that there should be an additional 1% increase during this time period. The Unions rely upon their view of the intent of the prior award that the remaining six months of calendar year 2002 remained open for consideration of a wage increase while the Township contends that January 1, 2002 increase was intended for an entire year notwithstanding the June 30, 2002 expiration date. Local 93A has not proposed across-the-board salary increases effective July 1, 2002 but has proposed increases in the salary differentials between senior patrol officers and the rank of sergeant effective July 1, 2002. The Township urges rejection of any increase in the salary differentials.

As stated above, the Township rejects any salary increase for the time period July 1, 2002 through December 31, 2002. Thereafter, the Township has proposed across-the-board increases for both Local 93 and Local 93A of 3.25% for each of four successive years commencing January 1, 2003 through January 1, 2006. Local 93A has proposed 2% increases annually in the differential between senior patrol officer and Sergeant commencing July 1, 2002 in addition to 1% commencing July 1, 2002 and 4 annual across-the-board annual salary increases of 4.5% commencing January 1, 2003. Local 93 has also proposed a 1% increase effective July 1, 2002 followed by 4 annual across-the-board annual salary increases of 4.5% commencing January 1, 2003.

The Unions have focused on the Township's financial standing and contends that there are many aspects of the Township's financial standing which

support their salary proposals. The Unions point to the last several Annual Financial Statements which reflect healthy surpluses and also reflect that the adoption of their proposals will not force the Township to exceed its annual spending limitations which are required by CAP law. The Unions further point to wage settlements in various municipal police departments in Middlesex County, all of which exceed the Township's proposal in this proceeding. The Unions place particular emphasis on communities such as East Brunswick, Woodbridge, and Old Bridge as well as all contiguous communities.

The Township contends that the Unions have not provided sufficient evidentiary support for their wage proposals. The Township views the proposals for increases in salary differentials for superior officers to be excessive. The Township also points to the comparability evidence which it believes reflects that the Unions' proposals are well above average in the County and not justified.

The Township acknowledges that the Unions' proposals will not compel the Township to exceed its lawful spending limitations. However, the Township argues that this fact is irrelevant because the Unions' proposals, if adopted, would have adverse financial impact on the governing body, its residents and taxpayers. The Township notes a decline in current tax collection against the total tax levy between 2001 and 2002. The Township also cites a deficit in actual recurring miscellaneous revenue. The Township expresses a concern that these developments require caution in municipal expenditures. The Township also

points to an actual decline in net total taxable value of over \$40 million from 1992 to 2001, although the Township acknowledges that values have increased during the last four years. An additional point of argument provided by the Township is that 36% of property value in the Township is tax exempt, thereby serving as a constraint against potential future increases in total evaluation.

The Township and the Unions acknowledge that there has been continuity and stability of employment in the police department. In this respect, this statutory criterion is not relied upon by either party. The Township asserts that the cost of living data support its position and that the data does not support the Unions' positions. The Unions acknowledge the Township's argument on this point but contend that the cost of living criterion is only one of many criteria and should not be given significant weight. The Township contends that the interests and welfare of the public will be better served by an adoption of its proposals because its proposals will provide for a continuation of police services at far lower costs than would be required by the adoption of the Unions' proposals. In response, the Unions contend that the interests and welfare of the public will be greater served by the adoption of its proposals because they more adequately provide for the maintenance of comparable benefits for the Township's police officers within Middlesex County generally.

DISCUSSION

As stated above, I am required to issue an award based upon a reasonable determination of all issues in dispute after giving due weight to the statutory criteria which I judge relevant. The Township and the Unions have submitted evidence and argument on each statutory criterion to support their respective positions. The evidence and arguments have been carefully reviewed, considered and weighed. I have also considered the stipulations received into evidence as they may relate to the overall reasonableness of the awards issued herein.

Several issues remain in dispute. One principal which is ordinarily and traditionally considered in the determination of wages, hours and conditions of employment through the bargaining process is that the party seeking such change bears the burden of showing the need for such modification. That principle has been applied to each issue in dispute.

I will first deal with the issues involved in the Local 93 proceeding. Local 93 has established a basis for an increase in Detective compensation as provided for in Article VIII, Section 4, although it has not established a basis to award eight (8) hours of overtime per week. The current provision provides for a dollar amount for time in which Detectives are "on call" along with an annual maximum and no justification has been presented warranting a change in the

type of formula which has been used in the past. Based upon the evidence submitted with respect to Detective workload, I am persuaded that an increase is justified and that the Township's proposal for a status quo on this provision be rejected. I award the following:

Effective January 1, 2003, Detectives shall be entitled to one hundred and twenty five (\$125) dollars per each week during which they are "on call" up to a maximum of thirteen hundred and seventy five (\$1,375) dollars per year.

Local 93 has also proposed an increase in uniform maintenance from \$1,050 per year to \$1,200 per year. In addition, Local 93 seeks the establishment of a uniform cleaning allowance of \$780 annually beginning in 2002 with a \$50 annual increase in that allowance in each successive year. The Township seeks a status quo in the uniform allowance and seeks rejection of the proposal to add a uniform cleaning allowance. Local 93 has established a basis for the establishment of a uniform cleaning allowance but has not established a basis for an increase in the uniform maintenance allowance. The prior agreement increased this allowance, and the last adjustment was January 1, 2002. Accordingly, the uniform allowance shall remain at \$1,050 per year for each sworn officer. Although Local 93 has established a basis for the establishment of a uniform cleaning allowance, the amount proposed is clearly excessive and beyond what Local 93 has justified. The amounts proposed are not supported by the record evidence. Effective July 1, 2002, I award each

officer a clothing cleaning allowance payable the first payday of August of each year according to the following table.

August 2002	-	One Hundred Dollars (\$100)
August 2003	-	One Hundred Fifty Dollars (\$150)
August 2004	-	Two Hundred Dollars (\$200)
August 2005	-	Two Hundred Fifty Dollars (\$250)
August 2006	-	Three Hundred Dollars (\$300)

I next turn to the issue of across-the-board wages for Local 93. The parties have placed most emphasis on evidence concerning law enforcement comparability and financial impact on the governing body, its residents and taxpayers. An application of the record to the parties' proposals on the wage issue clearly requires an award above what the Township has proposed but less than that proposed by Local 93. An increase of 0.5% effective July 1, 2002 will provide an increase for the six month period. When the terms of the prior award are reviewed, this modest increase during this time period is warranted and not foreclosed by the January 1, 2002 increase. Thereafter, I award four annual increases commencing January 1 of each year. The salary adjustments shall read as follows:

Effective July 1, 2002	0.5%
Effective January 1, 2003	3.4%
Effective January 1, 2004	3.9%
Effective January 1, 2005	3.9%
Effective January 1, 2006	3.9%

The above increases are responsive to the record evidence with respect to comparability in law enforcement within Middlesex County. These include the contiguous communities of Edison, South Brunswick, New Brunswick, Middlesex and Highland Park and also Local 93's "focus community" of Old Bridge.

The salaries awarded will not compel the Township to exceed its statutory spending limitations and can be funded without adverse financial impact on the Township, its governing body, residents or taxpayers. The July 1 increase of 0.5% will cause a \$19,536 increase in base salaries. The 3.4% increase effective January 1, 2003 will cost an additional \$133,510 to the base salary figure. The 3.9% increase effective January 1, 2004 will cost an additional \$158,351 to the base salary figure. The 3.9% increase effective January 1, 2005 will cost an additional \$164,527 to the base salary figure. The 3.9% increase effective January 1, 2006 will cost an additional \$170,944 to the base salary figure. In concluding that the Township can fund the terms of the award without adverse financial impact, I have relied upon the Township's overall financial condition, including assessed and equalized valuations, the impact of these increases on the municipal tax rate, the Township's ability to collect taxes and the Township's ability to maintain healthy fund balances and regenerate surplus. This evidence is reflected in the Township's Annual Financial Statements, the County Abstract of Ratables and the Annual Audits. While salary expenditures required by the terms of the award can be accommodated within the Township's

financial abilities, the proposals of the PBA are not justified by the comparability evidence.

As previously stated, the Township and the Local 93 have chiefly relied upon the comparability evidence and evidence with respect to the financial impact of the parties' proposals on the Township and these factors have been given substantial weight. The continuity and stability of employment of police officers will be maintained by the terms of this award. The interests and welfare of the public will be served by the terms of an award which provide for comparable salary increases for the Township's police officers at a cost which does not adversely affect the Township's financial standing. The Township is well served by an efficient, productive and economical police department and will benefit by the terms of the new agreement which will provide stability and accountability through December 31, 2006. Although the terms of the award exceed the cost of living data, this factor has been considered and applied in consideration of the parties respective positions on overall financial impact. I also incorporate the parties' stipulations in the terms of the award.

I now turn to the open issues in the negotiations between the Township and the Local 93A. The analysis of evidence concerning wage increases for the superior officers parallels that provided for the police officers. The across-the-board salary increases effective July 1, 2002 through January 1, 2006 shall be identical and reflect the following:

Effective July 1, 2002	0.5%
Effective January 1, 2003	3.4%
Effective January 1, 2004	3.9%
Effective January 1, 2005	3.9%
Effective January 1, 2006	3.9%

The record also reflects merit in Local 93A's proposal for an increase in the differential between Senior Patrol Officer and Sergeant, although not to the extent proposed by Local 93A. Local 93A has proposed an additional 2.0% increase in the differential annually commencing July 1, 2002. An annual increase has been justified but a reasonable increase, based upon the evidence submitted, shall be 1.199% annually. Further, the differentials between Sergeant and Lieutenant and Lieutenant and Captain shall be maintained as their prior levels. The actual base salaries shall be governed by the salary differentials. Accordingly, the new wage schedule for Local 93A shall read as follows:

Section 1. The schedule of wages for police personnel for each year of the contract is contained in Appendix A which is attached hereto and made a part hereof. The following wage increases shall go into effect (retroactively, where necessary) according to the following calendar year or fiscal year periods:

The differential adjustment for July 1, 2002 shall be based on the new senior patrol officer base salary as of July 1, 2002.

On July 1, 2002 the differential between senior patrol officer and sergeant will be increased by 1.199% to 6.4%.

On July 1, 2003 the differential between senior patrol officer and sergeant will be increased by 1.199% to 7.6%.

On July 1, 2004 the differential between senior patrol officer and sergeant will be increased by 1.199% to 8.8%.

On July 1, 2005 the differential between senior patrol officer and sergeant will be increased by 1.199% to 10%.

The differential between base salary of sergeant and lieutenant, (10.01%) as of June 30, 2002 and lieutenant and captain, (12.53%) as of June 30, 2002 shall be maintained. Therefore, on July 1 of the years indicated above the appropriate adjustments will be made to the base salary of lieutenants and captains to maintain the above differentials.

The across-the-board salary increases shall be as follows:

Effective July 1, 2002	0.5%
Effective January 1, 2003	3.4%
Effective January 1, 2004	3.9%
Effective January 1, 2005	3.9%
Effective January 1, 2006	3.9%

The actual base salaries shall be governed by the salary differential.

A remaining issue for the Local 93A unit remains. It deals with the timing for the issuance of paychecks. The current method is set forth in Article VII, Section 3 which states the following.

Section 3. Pay checks will be issued on a semi-monthly basis on the 15th and 30th of each month. If the pay date falls on a Saturday checks will be issued on the immediately preceding Friday. If a pay date falls on a Sunday, checks will be issued on the Monday immediately following. If the pay date falls on a holiday, checks will be issued on the last work day preceding the holiday.

The Township has established that a modification to the above administrative procedure will provide for efficiency in administration of its payroll system. Although Local 93A proposes no change to the current system, no

credible evidence has been presented to establish that the Township's proposal would provide adverse harm or impact to the membership of Local 93A. In order to meet any administrative requirements, this provision shall not be implemented without the Township providing 90 days notice to the Union. Accordingly, I award a new Section 3. It shall read as follows:

Section 3. Pay checks will be issued every other Thursday. If the pay date falls on a holiday, checks will be issued on the Wednesday proceeding the holiday. The Township shall implement this provision after providing 90 days notice to the Union.

Accordingly, and based upon all of the above, I hereby enter the following awards.

AWARD

PBA Local 93

1. **Duration**

Agreement shall remain in full force and effect, without reopening of any kind, from July 1, 2002 through December 31, 2006.

2. **Article V(A): Patrol Section**

Section 1. The current 4 x 4 shift schedule shall continue to be the normal work schedule for patrolmen in the patrol division.

Section 17: Training

Section D. shall be deleted.

3. Article VII: Wages

Section 1. The schedule of wages for police personnel for each year of the contract is contained in Appendix A which is attached hereto and made a part hereof. The following "across the board" wage increases shall go into effect retroactive to their effective dates according to the following calendar year or fiscal year periods:

Effective July 1, 2002	0.5%
Effective January 1, 2003	3.4%
Effective January 1, 2004	3.9%
Effective January 1, 2005	3.9%
Effective January 1, 2006	3.9%

4. Article VIII: Overtime

Section 3. Employees shall be compensated at the rate of one and one-half time (1 ½) the regular hourly rate of employees. Five (5) hours minimum shall be compensated for appearances at federal and state court, and two (2) hours minimum shall be compensated for appearances in Municipal Court, when court appearances are required during off-duty time.

Actual hours of court time worked beyond the minimum will be rounded in accordance with the existing practice, to the nearest 15 minutes.

Section 4. Effective January 1, 2003, detectives shall be entitled to one hundred and twenty five (\$125) dollars per each week during which they are "on call" up to a maximum of thirteen hundred and seventy five (\$1,375) dollars per year. Scheduling of actual assignments shall be on a uniform basis.

5. Article XI: Uniform Allowance

Section 1. Uniform Maintenance

Each sworn officer shall be granted a clothing allowance for maintenance and replacement of all items of clothing and equipment that are not otherwise considered to be specialized items issued for special or unique duties. This allowance, payable by May 1st each year, shall be \$1,050 per year for each sworn officer.

Section 2. Uniform Cleaning Allowance

Effective July 1, 2002 each officer shall receive a clothing cleaning allowance payable the first pay day of August each year according to the following table.

August 2002	-	One Hundred Dollars (\$100)
August 2003	-	One Hundred and Fifty Dollars (\$150)
August 2004	-	Two Hundred Dollars (\$200)
August 2005	-	Two Hundred and Fifty Dollars (\$250)
August 2006	-	Three Hundred Dollars (\$300)

6. Article XIX: Welfare and Pension Benefits

Section 2. The Employer agrees to provide and cover all Employees including their dependents with Blue Cross & Blue Shield, Prescription Plan, Rider J and Major Medical insurance and UCR Dental Plan and to pay for same.

- A. Effective April 1, 2003, the co-pay factor for the Prescription Insurance Benefits shall be seven dollars (\$7) for generic drugs and ten (\$10) for brand name drugs. Effective Plan Year 2003, (April 1, 2003), those members opting to use Horizon POS or PPO shall increase the co-pay to POS - \$10.00 and PPO - \$15.00.
- B. Section 5. The Employer agrees to provide for and cover dependents with all health and dental benefits and pay for same if an Employee dies while an active employee (not reached effective retirement date), until the spouse remarries or for four (4) years from the date of the employee's death.

PBA Local 93A

1. Duration

Agreement shall remain in full force and effect, without reopening of any kind, from July 1, 2002 through December 31, 2006.

2. Article V(A)

Section 13: Training

D. Thirteen hours of annual training shall be scheduled for officers on a 4 and 4 schedule on off duty hours on an overtime basis.

3. Article VII: Wages

Section 1. The schedule of wages for police personnel for each year of the contract is contained in Appendix A which is attached hereto and made a part hereof. The following wage increases shall go into effect retroactive to their effective dates according to the following calendar year or fiscal year periods:

The differential adjustment for July 1, 2002 shall be based on the new senior patrol officer base salary as of July 1, 2002.

On July 1, 2002 the differential between senior patrol officer and sergeant will be increased by 1.199% to 6.4%.

On July 1, 2003 the differential between senior patrol officer and sergeant will be increased by 1.199% to 7.6%.

On July 1, 2004 the differential between senior patrol officer and sergeant will be increased by 1.199% to 8.8%.

On July 1, 2005 the differential between senior patrol officer and sergeant will be increased by 1.199% to 10%.

The differential between base salary of sergeant and lieutenant, (10.01%) as of June 30, 2002 and lieutenant and captain, (12.53%) as of June 30, 2002 shall be maintained. Therefore, on July 1, of the years indicated above the appropriate adjustments will be made to the base salary of lieutenants and captains to maintain the above differentials.

The across-the-board salary increases shall be as follows:

Effective July 1, 2002	0.5%
Effective January 1, 2003	3.4%
Effective January 1, 2004	3.9%
Effective January 1, 2005	3.9%
Effective January 1, 2006	3.9%

The actual base salaries shall be governed by the salary differentials.

Section 3. Pay checks will be issued every other Thursday. If the pay date falls on a holiday, checks will be issued on the Wednesday proceeding the holiday. The Township shall implement this provision after providing 90 days notice to the Union.

4. Article VIII: Overtime

Section 4. Delete entire section.

Section 6. Delete entire section.

5. Article XIX: Welfare and Pension Benefits

A. Effective April 1, 2003, the co-pay factor for the Prescription Insurance Benefits shall be seven dollars (\$7) for generic drugs and ten (\$10) for brand name drugs. The co-pay factor for the POS plan will increase from five dollars (\$5.00) to ten dollars (\$10) and the co-pay factor for PPO will increase from ten dollars (\$10) to fifteen dollars (\$15.00). The deductible for dental will increase from fifty dollars (\$50) per person to seventy five dollars (\$75) per person with the maximum benefit per year of \$1,200 per person.

Effective Plan year 2003, (April 2003), the Dental deductible will increase from \$50.00 to \$100.00 with an aggregate of \$300 per family and the coverage changed to a maximum per person per year to \$1200.00 and the coverage for orthodontics will increase to \$2000.00 per child as described in the dental plan contract.

B. Section 5. The Employer agrees to provide for an cover dependents with all health and dental benefits and pay for same if an Employee dies while an active employee (not reached effective retirement date), until the spouse remarries or for four (4) years from the date of the employee's death.

6. Article XX: Promotional Testing Procedures

- A. Delete old Section A.
- B. Delete old Section B.
- C. Delete old Section C.

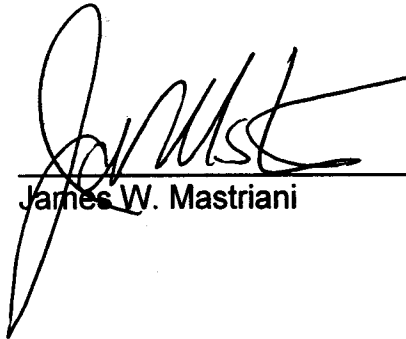
Add new Section A.

- A. The Police Department promotional testing procedures for the ranks of Lieutenant and Captain shall be agreed upon by a committee representing PBA 93A and the Police Administration (Director and Captains) and as delineated within the Department Policies and Procedures.

7. Article XXII: Patrol Car Modification

Delete this Article.

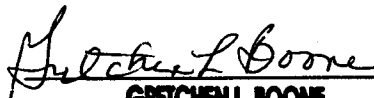
Dated: November 25, 2002
Sea Girt, New Jersey



James W. Mastriani

State of New Jersey }
County of Monmouth }ss:

On this 25th day of November, 2002, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



GRETCHEN L. BOONE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/13/2003