

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of Interest Arbitration Between the

ATLANTIC COUNTY SHERIFF'S OFFICE

the "County"

-and-

PBA LOCAL 243

the "Union."

Docket No. IA-2002-047

**INTEREST ARBITRATION
DECISION
AND
AWARD**

**Before
James W. Mastriani
Arbitrator**

Appearances:

For the Sheriff:

Eric Martin Bernstein, Esq.

For the Union:

Stanley B. Waldman, Consultant
Schafer, Plotkin & Waldman

I was appointed arbitrator by the New Jersey Public Employment Relations Commission on March 19, 2002 in accordance with P.L. 1995, c. 425, in this matter involving the Atlantic County Sheriff's Office [the "Sheriff" or "County"] and Atlantic County PBA Local No. 243 [the "Union" or "PBA"]. Three (3) pre-arbitration mediation sessions were held on April 8, May 1, and July 17, 2002. Because the impasse was not resolved, formal interest arbitration hearings were held on December 16 and 20, 2002. Testimony was received from Sheriff's Officer Harry Albert, Grievance Chairman, Sheriff Officer Clifton Sudler, Jr., State Delegate, Sergeant David Goldberg, Sheriff's Officer Joseph Amici, Roy Trotta, Sheriff's Officer and PBA President, Jane Lugo, Budget Officer – Atlantic County. In addition to testimony, both parties introduced substantial documentary evidence. At the request of the parties a post hearing mediation session was held on April 11, 2003 but, despite good faith efforts of the Sheriff and the PBA, this effort did not result in a voluntary resolution. Post-hearing briefs were filed, the last of which was received on July 14, 2003.

FINAL OFFERS OF THE PARTIES

The County and the PBA submitted the following final offers:

The PBA

Economic

1. Article V – Overtime

B.6 Add: Vacation time

B.7 Add: Compensatory time

B.8 Add: Sick time

M. Add: Sheriff's Officers shall be designated first responders and shall be called out for all Emergency Management/response calls within Atlantic County.

2. Article VI – Call-in Time

F. Add: Employees who are required to be on call and/or ordered to carry a pager/cell phone on a regular basis (an average of at least three (3) weeks out of every four (4) weeks) shall be entitled to "pager time" at the rate of four (4) hours per month to be paid in compensatory time.

3. Article VII – Holidays and Personal Time

F.(3) Delete: "Administrative ... accrued."

Add: Officers shall make reasonable efforts to utilize administrative time during the year in which it is earned. Consistent with staffing needs, requests will not be unreasonably denied. If, at the end of the calendar year, all administrative time has not been utilized, then the Officer shall be permitted to carry over up to one (1) year's accumulation. If, at the end of the second year it is still not used, it will be paid for at each eligible individual's existing hourly rate. Management shall provide Officers with notice of their accumulated administrative time by January 1st and December 1st of each year.

4. Article VIII – Clothing Allowance

A. Delete: "Commencing ... November."

Add: Commencing January 1, 2002, each employee shall receive a \$625.00 maintenance allowance along with a \$625.00 clothing replacement allowance in one (1) lump sum payment of \$1,250.00 in the first pay in November. These allowances shall increase to

\$700.00 and \$700.00 in 2003 with a one (1) lump sum payment of \$1,400.00 in the first pay in November and to \$800.00 and \$800.00, in 2004 with a one lump sum payment of \$1,600.00 in the first pay in November.

Delete: "\$1,150.00"

Add: \$1,250.00, \$1,400.00 and \$1,600.00

C. Delete: "New ... allowance."

Add: New hires in 2002, 2003 and 2004 will only receive a \$625.00, \$700.00 or \$800.00 maintenance allowance and not receive the \$625.00, \$700.00 or \$800.00 replacement allowance in their first year of employment. Commencing their second year of employment and thereafter for the life of this Agreement they shall receive both the negotiated maintenance and replacement allowance.

5. **Article IX – Salary**

A.1 Delete: Current guides

Add: Effective January 1, 2002, (7.5%) percent shall be added to the aggregate total of all salaries, including longevity, as of October 1, 2001 for all members of the bargaining unit. Sergeants shall receive (8.5%) percent over and above maximum Officer's salary on the 2002 guide.

A.2 Add: Effective January 1, 2003, (7.5%) percent shall be added to the aggregate total of all salaries, including longevity, as of October 1, 2002 for all members of the bargaining unit. Sergeants shall receive (8.5%) percent over and above maximum Officer's salary on the 2003 guide.

Add: A.3 Effective January 1, 2004, (7.5%) percent shall be added to the aggregate total of all salaries, including longevity, as of October 1, 2003 for all members of the bargaining unit. Sergeants shall receive (8.5%) percent over and above maximum Officer's salary on the 2004 guide.

A. Delete: "It ... guides."

D. Delete: "1999."

Add: 2002

- E. Add: In addition to salary, Officers shall receive hazardous duty pay in the amount of \$1,250.00 per year. This shall be paid in a lump sum on the first pay period in January starting in the year 2002. This shall be paid in a separate check.

6. **Article X – Sick Leave**

- E. Add: Any officer who exhausts all of his/her sick leave will be afforded the opportunity to utilize any other leave available under the provisions of this Agreement.

- F. Delete: "\$12,000"

Add: \$20,000

- G. Add: Employees, at their option, may be paid up to 50 percent of their annual unused sick leave from the preceding year at that year's rate as long as their sick leave balance is no more than ninety-nine (99) days. Such payment shall be made no later than March 15 of the year of application. The sick leave payment cannot cause the amount of days accumulated to drop below twenty-five (25).

- I. Add: Employees, at their option, may be paid for a maximum of twenty-five (25) sick days from their sick leave bank if that balance is one hundred (100) days or greater as of December 31 of that year. Payment shall be made at the preceding year's rate no later than March 15 of the succeeding year.

7. **Article XI – Leaves of Absence**

- G.1 Add: Upon submission of proof, an additional two (2) working days of paid leave shall be granted for travel of more than two hundred and fifty (250) round trip miles for viewings and funerals.

8. **Article XIII – Insurance and Worker's Compensation**

- C. (old D) Same as present Agreement

- D.4 Add: Employees disabled or injured in the course of their employment shall receive all medical benefits, including group hospital medical, dental and prescription for the maximum allowable time under Worker's Compensation and three years thereafter if they retire or do not return to work.

- E. (old F) Same as present Agreement
- F. Add: No employee or dependent covered under this Article shall be required to pay prospectively for medical, prescription, optical or dental services with the exception of mandated co-pays.

9. **Article XVI – Fringe Benefits**

A.1 Add: If an Officer tests positive for a contagious disease as referenced above, the County will provide, at its expense, medical screenings for the Officer's immediate family, who reside with him or her.

H. Delete: "whose position requires the holding of"

Add: who has

I. Delete: "A ... essential,"

Add: A degree must be awarded ...

J. Delete: "Any ... applicable."

Add: Any employee subject to appear before any court, administrative law judge or state agency for work or Union related activity, shall suffer no loss of time or pay; shall receive either regular pay if on duty, or, if off duty, shall be compensated for such time at overtime rate of pay, if applicable.

K. Officers who purchase gas, pay for tolls or spend their own money in the performance of County business, shall be reimbursed within five (5) calendar days of submission of appropriate documentation.

10. **Article XIX – Longevity**

C. Add: Longevity shall be pro-rated by anniversary dates and/or date of severance from the service of the employer.

Non-Economic

11. **Article IV – Work Schedules**

D. Delete: "of ... except if"

Add: posted (between "semi-annual bid")

E.2 Add: from the date of exit. This two (2) year re-entry probation shall also apply to any employees currently in Special Operations and those who served in 1998 as of the signing of this Agreement. (See attachment. This language was inadvertently omitted with the printing of this Agreement.)

F. Delete: "transfer" from section F

Add: Employee request forms including, but not limited to: transfers, shift change, training, quarterly meetings and contract meetings shall be developed. (Rest of Section F to remain.)

12. **Article XX – Safety, Health and Administration**

D. Add: Employees subject to X-rays safety screening shall receive, in writing, the results of exposure analysis.

13. **Uniform and Equipment Issue – Schedule A**

Delete: 1-dress hat* (above line)

Add: 2-dress hats (below line)

14. **Class C Uniform and Equipment Issue, Inservice Training – Schedule B**

A. Add: (2) 4 pocket BDU, black, long sleeve Ripstop cotton shirts w/insignia.

B. Add: (2) 6 pocket BDU, black, Ripstop pants

C. Add: (1) BDU style, black hat

The County of Atlantic

1. The County is proposing a three (3) year contract for the period of January 1, 2002 through December 31, 2004.

2. During that period, the County is seeking three (3) modest pay increases, which are as follows:

(a) 1%, effective January 1, 2002 for Sheriff's Officers and Investigators; and 3% for top step Sheriff's Officers, Investigators and Sergeants;

- (b) 1%, effective January 1, 2003 for Sheriff's Officers and Investigators; and 3% for top step Sheriff's Officers, Investigators and Sergeants;
 - (c) 1%, effective January 1, 2004 for Sheriff's Officers and Investigators; and 3% for top step Sheriff's Officers, Investigators and Sergeants.
- 3. Article V – modify Article V by deleting subsections (B)(3)(4) and (5). This proposed modification would have the effect of deleting the following days off for the purpose of computing overtime;
 - a. Days declared by the County as days off;
 - b. Bereavement leave granted under Article XI (G) and;
 - c. Administrative.
- 4. Article V – delete subsection H in order to eliminate the possibility of reopening negotiations for increased overtime benefits.
- 5. Article V – modify subsection (J) by the insertion of the word "all" in the first sentence so that it reads as follows: "if all county offices ..."; relating to the closing of County facilities during inclement weather.
- 6. The County is also proposing a modest and responsible increase in the amount of accumulated sick leave payments an employee can receive upon retirement from \$12,000 to \$13,500, effective January 1, 2003, which represents a 12.5% increase in the benefit. The County further proposes to maintain all other existing sick leave provisions at their current levels. These prudent modifications will provide County employees with an enhanced level of job security upon their retirement, by increasing by 12.5% the lump sum sick payment a retiring employee can take, but without being so inordinately high that the County's finances are further jeopardized. The County further proposes to maintain all other sick leave provisions at their current levels.
- 7. The County is agreeable to modifying the leave of absence policy in Article XI to allow the following:
 - a. An addition to the list of relatives contained in section (G)(1) to include brother or sister-in-law and grandchild.
- 8. The County also proposes to add language to Article XVI (Fringe Benefits) to provide in section (d) the following additional language; "... however no

compensation either in the form of regular pay or overtime, shall be paid to any officer for court appearances or any lawsuit proceeding occasioned as a result of a lawsuit or claim commenced by that employee against the Sheriff or the County of Atlantic.”

9. Relative to Article XIII, the County carefully and prudently explored options under the New Jersey Health Benefits Plan to enable the County to provide enhanced and economical medical coverage to employees and their dependents. The County and the PBA have reached agreement on this issue, which eliminates the two (2) tier health insurance for new and short term tenured employees, thereby causing them to save monies in their pocket, thus another clear economic benefit to the employees. It is certain that the new health care plan will not only be fiscally prudent, but will also result in significant savings to County employees, including PBA members.
10. The County is also agreeable to the addition of language clarification to Article IV, subsection (c) (4) to include the word “and” between “Legal Investigative.”

The County and the PBA have offered testimony and considerable documentary evidence in support of their final offers. Numerous County and PBA exhibits were received in evidence. 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. 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 Atlantic County Sheriff's Office is a law enforcement agency with countywide jurisdiction as mandated by the New Jersey State Constitution. The Sheriff is the only elected law enforcement officer in Atlantic County and is responsible for providing a variety of functions associated with the judicial process and enforcement of law. Among these include a fugitive warrant division, a community affairs division, an ID bureau and overall responsibility for the safety and security of the County's courts. In 2002, the County's executive budget was approximately \$140,000,000 and the Sheriff's portion of that budget was approximately \$5,750,000.

There are seventy-nine (79) officers in the bargaining unit including sixty-eight (68) sheriff's officers, four (4) sheriff's investigators and seven (7) sergeants. As of December 31, 2001, fifty-four (54) of the seventy-two (72) sheriff's officers and investigators were at the top or maximum step of the existing eight (8) step salary schedule.

The current collective negotiations agreement with the County expired on December 31, 2001.

POSITIONS OF THE PARTIES

PBA LOCAL 243

The PBA submits that its last offer in its totality should be awarded and that the proposals are supported by the statutory criteria.

Addressing N.J.S.A. 34:13A-16g (1), the interest and welfare of the public, the PBA indicates that its proposals will have no adverse impact because they do not "allocate a disproportionate amount of funds to the Sheriff's Department...." The PBA points out that at the time of hearing all but three (3) labor unions have settled their contracts with the County for the years subsequent to 2001.

Addressing N.J.S.A. 34:13A-16g (2) and (3), the PBA contends that because the County has settled or carried-over all but three (3) contracts through

the end of 2002 or 2003, that there is no pattern of settlement within the County bargaining units for comparison purposes. The PBA indicates that "a new round of bargaining is in progress." With respect to comparable jurisdictions, the PBA refers to law enforcement agencies in Atlantic County and the Sheriff's Departments in ten (10) Southern Counties which it believes represent the appropriate group of comparables to Atlantic County. The "ten (10) southern Counties" include Atlantic, Monmouth, Camden, Ocean, Burlington, Mercer, Gloucester, Cumberland, Cape May and Salem. The PBA maintains that its compensation program is "well behind average" in the comparison group even though its members "deal with the highest crime rate per capita in the ten Southern Counties." Citing various demographic statistics, the PBA asserts that Atlantic County, among these counties, had the seventh lowest resident population, the third lowest tax per \$100.00, the highest crime rate per 1,000 inhabitants, the fourth highest violent crime rate per 1000 inhabitants and the fourth lowest number of officers per thousand population. According to the PBA, its maximum salary of \$47,000 is significantly less than the average maximum (\$48,611) for the ten Southern Counties.

As for private sector comparisons, the PBA indicates that private sector wages in New Jersey increased 6.9% in 2000 and personal income in the County is expected to increase by 4.8%. The PBA points out that federal government employees received raises of 4.6% in 2002.

Addressing N.J.S.A. 34:13A-16(g) 5, the lawful authority of the employer, and (g) (6), the financial impact on the Township, its residents and taxpayers, the PBA maintains that the County does not have a "Cap" problem and can fund the PBA's proposals without adverse financial impact. The PBA refers to news articles from the Atlantic City Press that indicate the following:

- The County's 2002 budget was expected to come with a tax cut of 1.5 cents per \$100 assessed value – the lowest tax rate since 1982;
- According to County Executive Dennis Levinson, the County's financial plan gave the County a budget surplus of over \$18 million – the biggest year end surplus on record;
- There are many new casino constructions due in 2003, including the billion dollar Borgata Hotel and Spa.

In addition, the PBA notes that the County never stated that it had an inability to fund the PBA's proposals and points to an increase on net valuation taxable in Atlantic County from \$16.1 billion in 1995 to \$18.66 billion in 2001.

With respect to the County's fiscal stability, the PBA indicates that the County's per capita income ranks 4th among the ten (10) Southern counties and 153rd in the nation out of 3310 counties. The PBA maintains that the County "remains financially strong" and, as a result, has been able to reduce taxes to its lowest level since 1982.

Addressing N.J.S.A. 34:13A-16g (7), the cost of living, the PBA contends that both parties place little or no weight to the Consumer Price Index ("CPI"). The PBA points out, however, that the Philadelphia-Southwestern New Jersey CPI Index – All Items U – All Urban Consumers was 2.7% in 2001 and approximately 2.4% in 2002.

Addressing N.J.S.A. 34:13A-16g (8), the continuity and stability of employment, the PBA indicates that its financial package would enhance the Department's stability. According to the PBA, the per capital income in the State and the County are high, and there are plenty of job opportunities in Atlantic County because of the casino industry. The PBA contends that rejection of its proposal will result in Sheriff's Officers seeking employment elsewhere including municipal law enforcement departments in Atlantic County.

The PBA seeks to modify Article V, Overtime, (1) to include vacation days and compensation time in overtime computation, and (2) to designate Sheriff's Officers as the first responders for Emergency Management/Response calls within the County. The PBA points out that there is no established pattern for computing overtime and indicates that the Sheriff's SOA contract includes vacation days in the computation. As for the first responder designation, the PBA claims that the former County Counsel agreed with the PBA that it should be unit work but nothing was put in writing.

The PBA proposes to modify Article VI, Call-in Time by providing "pager time" at the rate of four (4) hours per month to be paid in compensatory time for employees who are required to be on call and/or ordered to carry a pager/cell phone on a regular basis (an average of at least three (3) weeks out of every four (4) weeks). The PBA contends that "on call" time occurs regularly and constitutes an extension of the work day. The PBA points out that the Sheriff's SOA contract includes a provision for such time and that this provision should also be in the PBA contract.

The PBA proposes to modify Article VII, Holidays and Personal Time, to extend the time in which employees are required to exhaust administrative time. According to PBA President Trotta, administrative time at the end of the year is often forfeited because the County denies requests due to staffing needs. The PBA indicates that its proposal is identical to that included in the FOP (corrections unit) contract and will provide sufficient managerial control over the usage of the time.

The PBA proposes to modify Article VIII, Clothing Allowance, by providing increases to the existing allowances. According to the PBA, "although in 2001 Sheriff's Officers in Atlantic County received \$230.00 above the average in the ten counties, they have received no increase for 2002 or 2003" and thus no longer have favorable standing in the comparison group.

With respect to its salary proposal, the PBA seeks increases of 5.1% over 2001 total salaries and longevity at a cost to the County of \$178,730 for 2002; 5.3% over year 2002 total salaries and longevity at a cost to the County of \$199,499 for 2003 and 5.3% over 2003 total salaries and longevity at a cost to the County of \$212,550 for 2004.

With respect to its pay differential proposal for sergeants, the PBA contends that its comparability studies prove that the current differential of 7% between top officer and sergeant in 2001 is inequitable and must be increased to 8.5%.

With respect to its proposal for \$1,250 hazardous duty pay, the PBA supports its position with President Trotta's testimony concerning some of the dangerous conditions at the jail and the fact that this form of compensation is being received by the FOP representing the corrections officers unit.

In support of its salary proposal, the PBA made several comparisons. The PBA compares the maximum salaries, including longevity, for its Sheriff's Officers and many Municipal Police Departments including Cape May County Sheriff's Department, Camden County Sheriff's Department, Cumberland County Sheriff's Department, Gloucester County Sheriff's Department, Ocean County Sheriff's Department, Salem County Sheriff's Department, Mercer County Prosecutors, Atlantic County Sheriff's Department, Absecon Police Department,

Egg Harbor City Police Department, Egg Harbor Township Police Department, Galloway Township Police Department, Hamilton Township Police Department, Linwood Police Department, Longport Police Department, Mullica Police Department, Northfield Police Department, Pleasantville Police Department, Atlantic County Prosecutor's Office, Somers Point Police Department, Ventnor Police Department. According to the PBA, the average increase in Atlantic County departments was 4.3% for 2001 – an average raise of \$2,352.35 to \$57,505.77. The PBA indicates that County Sheriff's Officers received less during the same time period – average increase of 2.6%, average raise of \$1,250, and maximum average of \$49,500. Based upon the data available, the PBA indicates that for 2002 and 2003 respectively that the average increases were 4.1% and 4.4%, and the average raises were \$2,343.41 and \$2,643.29. According to the PBA, Sheriff's Officers must receive an average raise of 4.23% per year in order to maintain the status quo within Atlantic County.

The PBA also compares the maximum salaries, including longevity, for its Sergeants and the fifteen (15) County Municipal Police Departments. According to the PBA, the average increase was 3.5% for 2001 – an average raise of \$2,115.38 to \$61,982.56. The PBA indicates that the Sergeants received less during the same time period – average increase of 2.6%, average raises of \$1,337, and maximum average of \$52,790. Based upon the data available, the PBA indicates that for 2002 and 2003 respectively that the average increases were 4.3% and 4.6%, and the average raises were \$2,690.69 and \$3,005.92.

According to the PBA, Sergeants must receive raises of 5.1% in 2002, 5.4% in 2003, and 5.8% in 2004 per year in order to receive the County average for increases.

The PBA contends that the County's comparison of Sheriff's Officers with bargaining units under other contracts with the County is misplaced. According to the PBA, three (3) bargaining units have contracts which expired at the end of 2001, and the remaining eleven (11) units have contracts which expire either in 2002, 2003 or 2004.

The PBA compares itself to Sheriff's Officers within the ten (10) Southern Counties below the Raritan River. Based upon the data available, the PBA indicates that for 2001 that the average maximum salary, including longevity, was \$50,665.87, and the average raise for 2002 was 3.4%. The PBA points out that its Sheriff's Officers received 1.3% less than the average, and it would require a 4.9% increase in 2002 "just to stay even".

The PBA also compares salary increases given to "certified teachers and member of all inclusive school units" in the County as well as the State. According to the PBA, for 2002-2003 and 2003-2004 respectively, the average raise within the County was \$2,529 or 5.06%, and \$2,568 or 4.71%.

The PBA refers to the January 2002 "Biennial Report of the Public Employment Relations Commission on the Police and Fire Public Interest Arbitration Reform Act". The PBA indicates that the awards from January 1, 2001 through December 31, 2001 averaged 3.75% which is beyond what it received in 2001. According to the PBA, a majority of those awards exceeded this average in 2002 and 2003. The PBA asserts that this is a basis for "catch up" increases which it seeks.

The PBA's salary proposals for each of the three years if adopted would yield the following salary schedules:

Patrol	2002	2003	2004
1	\$27,000	\$28,500	\$30,000
2	29,500	30,500	31,810
3	31,600	32,380	33,620
4	33,625	34,440	35,430
5	35,925	36,550	37,600
6	38,628	38,850	39,600
7	41,235	45,500	45,490
8	49,584	52,440	55,490
Sgt	53,799	56,897	60,207

The PBA also contends that it compares unfavorably in the level of fringe benefits received which is a factor to be considered in assessing its wage proposals. The PBA notes that among sheriff's departments in the ten Southern Counties, ten out of ten provide prescription coverage, eight out of ten provide

optical coverage and nine out of ten provide dental coverage. The PBA further notes that among municipality and law enforcement jurisdictions, fourteen of fifteen law enforcement departments in Atlantic County provide prescription coverage for their employees and dependents, fourteen of fourteen law enforcement departments in Atlantic County provide optical coverage for their employees and dependents, and thirteen of fourteen law enforcement departments in Atlantic County provide dental coverage for their employees and dependents.

The PBA has several proposals concerning Article X, Sick Leave. The PBA proposes to add to Section E that "any officer who exhausts all of his/her sick leave will be afforded the opportunity to utilize any other leave under the provisions of this Agreement." Sheriff's Officer Joseph Amici testified that he was permitted to use other available leave when he exhausted his sick leave consistent with the PBA's proposal. The PBA maintains that the current Disability Pool is impractical because it can only be used when all other leave days are exhausted. The PBA seeks to amend Section F to increase the accumulated sick leave payout at retirement from \$12,000 to \$20,000. The PBA points out that the County Prosecutors' benefit is \$22,500 and the Sheriff's SOA receive \$20,000 or \$22,500 depending on rank. The PBA also indicates that its proposals to add new language (Sections G and I) allow Sheriff's Officers to cash in a portion of their accumulated sick leave time at the end of each year is a "win-win" proposal because it is also a cost effective proposition for the County.

The PBA seeks to add language (Section G.1) to Article XI, Leaves of Absence, to grant two (2) additional days off for funerals which require more than 250 miles travel round trip because this type of distance causes hardship.

The PBA proposes to modify Article XIII, Insurance and Worker's Compensation, by allowing employees who are disabled or injured in the course of employment to receive the same benefits as retirees. This would be provided for the maximum time allowable under Worker's Compensation and three years thereafter if they retire or do not return to work. On this issue, the PBA contends that it is fair and equitable for an employee injured on the job to receive the same benefits as which exist for retirees. The PBA further proposes a Section F to Article XIII to state that "no employee or dependent covered under this Article shall be required to pay prospectively for medical, prescription, optical or dental services with the exception of mandated co-pays." The PBA cites Albert's testimony that new employees have been required to make payments for benefits which have been unauthorized by the prior collective negotiations agreements. According to the PBA, the adoption of this language would prevent any future problems from developing.

Under Article XVI, Fringe Benefits, the PBA makes several proposals. The first is to add the following language to Section A.1 stating that:

If an Officer tests positive for a contagious disease as referenced above, the County will provide, at its expense, medical screenings for the Officer's immediate family, who reside with him or her.

The PBA asserts that this language is appropriate because it is "the right thing to do." The PBA also proposes to modify Section H which provides a \$700 annual stipend for "any employee whose position requires the holding of a CDL." The PBA seeks to delete the language "which requires the holding of a CDL" as a prerequisite for receiving the \$700 annual stipend. The rationale for this proposal is based upon President Trotta's testimony that the Sheriff ordered certain individuals to get CDL licenses but thereafter, refused to pay the stipend because the positions occupied by the employees did not require the holding of a CDL license. The PBA's proposal would guarantee that the holder of a CDL license would be paid for holding the license. The PBA proposes to modify Section I by eliminating the requirement that an educational bonus be received upon a degree being awarded "in a discipline directly job related or job essential." The PBA's proposal would guarantee that the educational bonus be received for any college degree. The PBA proposes to modify Section J. Section J states that "Any employee required to appear before any court or grand jury for any work related reason, shall either receive regular pay if on duty or, if off duty, shall be compensated for such time at the overtime rate of pay, if applicable." The PBA proposes to add language stating that "Any employee subject to appear before any court, administrative law judge or state agency for work or Union related activity, shall suffer no loss of time or pay; shall receive either regular pay if on

duty, or, if off duty, shall be compensated for such time at overtime rate of pay, if applicable." The PBA supports its proposals by the many grievances and unfair labor practices it has filed against the County "to enforce its agreement." According to the PBA, this language would "level the playing field." The PBA proposes to add a new Section K which would guarantee that "Officers who purchase gas, pay for tolls or spend their own money in the performance of County business, shall be reimbursed within five (5) calendar days of submission of appropriate documentation."

The PBA proposes to add the following language to Article XIX, Longevity. According to the PBA, this language would insure another group of employees that they would receive a prorated share of their longevity no matter when they severed service. According to the PBA, this provision exists in the agreements of the Atlantic County Prosecutor's Office and the Atlantic County Prosecutor's SOA and is warranted here.

The PBA proposes three modifications to Article IV, Work Schedules. Section D concerns an employee's ability to choose shifts and available days off based upon seniority. The PBA seeks to delete language which grants an exception if department needs require a particular transfer. The PBA also seeks to add the word "posted" in reference to a semi-annual bid system. The PBA also proposes to modify Section E.2 to add language which was inadvertently

omitted in the expired agreement although ratified based upon a recommended interest arbitration award. This language states:

Four (4) employees shall be rotated in and four (4) employees shall be rotated out annually. Those employees having the most time in Special Operations shall be rotated out first and shall be ineligible for rotation back in for a period of two (2) years from the date of exit. This two (2) year re-entry prohibition shall also apply to any employees currently in Special Operations and those who served in 1998 as of the signing of this Agreement.

The PBA acknowledges that the Sheriff has eliminated Special Operations but the PBA seeks to have this language remain out of a fear that if it is eliminated, Special Operations will appear under another name. The PBA also seeks to modify Section F which concerns the development of a departmental transfer request form. The PBA proposes to delete the word "transfer", thus allowing the form to be broader in scope which would include but not be limited to "transfers, shift change, training, quarterly meetings and contract meetings."

The PBA proposes to add a new Section D to Article XX - Safety, Health and Administration. Section D would state that "employees subject to x-rays safety screening shall receive, in writing, the results of exposure analysis." The PBA asserts that this is a simple matter which the County has not taken seriously.

The Agreement, at Schedule A, provides for a comprehensive list of uniforms and equipment. The Union seeks to modify Schedule A by proposing that the one dress hat issued upon initial employment and paid for by the County be removed from the list and instead, two dress hats be provided by the County to be replaced when needed.

The PBA also seeks to add a Schedule B to provide certain uniforms and equipment for Class C employees. The PBA asserts that Class C uniforms and equipment is needed for in-service training and is common among law enforcement agencies.

The PBA seeks rejection of the entire County proposal. According to the PBA, the County's proposals are either unnecessary or unsupported by the evidence. The PBA emphasizes that the County's exhibits refer only to seven (7) of the ten (10) Sheriff's Departments in Southern Jersey.

The PBA seeks an Award of its entire package. It summarizes its supporting reasons:

PBA Local #243 has demonstrated to the Arbitrator that the Atlantic County Sheriff's Department settlement should be predicated on the following criteria: that there is no pattern of settlement in Atlantic County; that the vast majority of public and private employees in the county and state, including **municipal** police departments in Atlantic County and the ten Southern counties received raises in 2002,

2003 and 2004 that are more in line with the raises proposed by the PBA than those proposed by the county; that the Sheriffs in Atlantic County deserve raises in 2002 and in the following years as proposed; and that Atlantic County can well afford these raises without affecting the welfare of the public.

ATLANTIC COUNTY

The County urges rejection of the PBA's proposals and an award of its own proposals which it believes are more consistent with the statutory criteria:

- 1) As to the interests and welfare of the public – the County has clearly shown throughout this arbitration process the significant limitations placed upon it by the provisions of N.J.S.A. 40A:4-45.1 et. seq., and the sheer economics of scale that make its proposal much more reasonable and fair.
- 2) On the comparables issue, the County contends that it has shown, under the provisions of N.J.A.C. 19:16-5.14(d), that its comparables meet the criteria for such much more readily than the PBA.
- 3) In terms of overall compensation, the Step Eight Sheriffs Officers (the most prevalent group in this arbitration) as of January 1, 2002 (with a 3.0% wage increase as proposed by the County) shall receive the following pay and benefits:

Base salary	\$48,410
Longevity (4%)	<u>1,936</u> (max)

Total	<u>\$50,346</u>
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Holidays	13 paid (14 if day after Thanksgiving)
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Vacation	25 work days (max)
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Fully paid hospital and medical, generous dental and prescription plan.

Clothing Allowance: \$1,150

Overtime in excess of 8 hours / day / 40 hours / week pay or comp.

Call in – minimum of 4 hours of at 1 ½, except if called in 1 hour prior to shift.

Sick Leave: 12 days / year, 1st year, and then 1 ¼ days month

Terminal Leave: 50% of accumulated sick leave to \$13,500.

- 4) There are no stipulations of the parties.
- 5) As to the lawful authority of the parties, the County contends that it has met all of the requirements necessary under this factor throughout this proceeding and the PBA has not met any of them.
- 6) The various and sundry exhibits submitted by the County, including but not limited to, budget documents, financial statements and tax records clearly highlight not only the precarious financial conditions of the County in the past, present and future, and the significant impact of the awarding of the PBA's demands would have on the County, its taxpayers and residents. It is abundantly apparent that these demands will dramatically and drastically affect the property taxes of County residents. The brief and exhibits can lead the arbitrator to no other conclusion than to award at or near the County's economic proposal.
- 7) The cost of living fact is clearly in the favor of the County since the Consumer Price Index (CPI) shows costs getting lower (-0.2% in May 2003, only up to 1.6% since May 2002 excluding food and energy items); and an overall annual increase of roughly 2.3% a year from 1993 to the present.
- 8) Finally, based on all of the evidence, both intrinsic and explicit, the County's proposals will guarantee the continuation and stability of employment for all members of the PBA Local 243 during the proposed contract terms, the PBA's proposal cannot guarantee the same.

The County indicates that its wage proposal will increase the base pay of Top Step Sheriff's Officers from \$47,000 in 2001 to \$49,862 in 2004 – a total increase of \$4,358 over the three (3) year period. According to the County, its salary proposal, based upon 79 unit members, will cost the County \$441,355 over the duration of the contract - \$145,496 in 2002, \$132,651 in 2003 and \$163,208 in 2004. The County maintains that when the compounding effect is considered (.09% in 2003, .18% in 2004) that the true percentage increases in the top step are 3.0% in 2002, 3.09% in 2003, and 3.18% in 2004. According to the County, as of January 1, 2001, there were six (6) Step One Sheriff's Officers, four (4) Step Two Sheriff's Officers, one (1) Step Three Sheriff's Officers, three (3) Step Four Sheriff's Officers, four (4) Step Five Sheriff's Officers, none at Step Six or Step Seven, fifty-four (54) Top Step Sheriff's Officers, and seven (7) Sergeants. The County contends that step increases alone will cost the County an additional \$58,122 in 2002, \$45,649 in 2003, and \$75,930 in 2004. According to the County, the PBA's proposal increases base salary 1.57% in 2002, 1.23% in 2003, and 2.04% in 2004 based solely upon the step increases before any calculation of across-the-board increases.

The County proposes several modifications to Article V, Overtime. The County proposes to delete subsections (B)(3), (4) and (5) which would have the effect of deleting the following days off for the purpose of computing overtime: days declared by the County as days off; bereavement leave granted under Article XI (G) and administrative leave. With respect to its proposals to modify

overtime computation, the County indicates that "these proposed changes merely require employees to actually work during those time periods for which overtime is counted." The County also seeks to delete subsection H which would eliminate a re-opener for increased overtime benefits. The County also seeks to modify subsection J by inserting the word "all" in the first sentence so that it reads as follows: "if all county offices ..." relating to the closing of County facilities during inclement weather.

The County responds to the PBA's proposal to increase the payout on accumulated sick leave time by proposing to increase the benefit by 12.5% to \$13,500 from \$12,000. The County asserts that the PBA's proposal is excessive and would jeopardize the County's financial stability.

With respect to Article XI, the County now agrees to modify the leave of absence policy in Article XI to allow the following:

- a. An addition to the list of relatives contained in section (G)(1) to include brother or sister-in-law and grandchild.

The County maintains that the total economic cost for its proposals is as follows:

$$\begin{aligned} \underline{2002} & - 3\% + 1.57\% = 4.57\% \\ \underline{2003} & - 3\% + 0.9\% + 1.23\% = 4.32\% \\ \underline{2004} & = 3\% + .18\% + 2.04\% = 5.22\% \end{aligned}$$

Total % increase = 14.11%
Or an average of 4.70% / year

The County contends that its proposal is most reasonable given the salary increases in the following County contracts:

Independent Superior Officers: 2003-2006 - 4%
across the board;

FOP Lodge #112: 2001-2004 - 3.5%, 3.3%, 3.25%,
3.5%;

CWA Local 1040: 2000-2003 - \$1,100, \$1,200,
\$1,300, \$1,325

FOP Lodge #34: 2003-2006 - a \$500 per step
increase and 4% across the board for top-step
employees;

PBA Local 77 (Prosecutor Detectives): 2003-2006 - a
\$600 per step increase and 4% across the board for
top-step Detectives – Sergeants received 4.5%, 4.5%,
4.5% and 4.25%.

The County asserts that the PBA's salary proposal is well beyond agreements it has reached in law enforcement units within the County. The County also contends that its proposal will keep the Sheriff's Officers within their relative standing among comparable jurisdictions. The County compares the maximum salaries for Sheriff's Officers and Investigators in 2001 and 2002 in the following Counties:

	<u>2001</u>	<u>2002</u>
Burlington	\$42,350	\$43,650
Cape May	\$44,345	\$46,118
Cumberland	\$38,000	\$38,770
Gloucester	\$44,832	\$45,481
Salem	\$39,209	\$40,370
Camden		\$55,996
Atlantic		\$48,410 (County's proposal)

For Sergeants:

	<u>2001</u>	<u>2002</u>
Burlington	\$49,500	\$51,000
Cape May	\$47,997	\$49,917
Gloucester	\$49,315	\$50,425
Salem	\$39,709	\$40,870
Atlantic	\$50,290	\$51,800 (County's proposal)

The County further compares the PBA's members' salaries to those of other Atlantic County employees. According to the County, 16.52% of its employees, excluding the PBA, earned an annual salary from \$40,000 to \$49,000; 3.97% were between \$10,000 to \$20,000; 34.57% between \$20,000 to \$29,000; 28.02% between \$30,000 to \$39,000; and 16.92% over \$50,000. Thus, the Sheriff's would remain among the highest paid employees employed by the County if the County's proposal was adopted.

The County refers to the contract between Cape May County and FOP Lodge 7 as a comparative example: 2002 – 4%; 2003 – 4%; 2004 – 4%. The

County points out that the first six (6) steps for Cape May's Sheriff's Superiors remained the same without any increase while Step Seven increased 4% per year for 2002 through 2004.

The County points out the following private sector statistics to stress that Sheriff's Officers are highly paid. In January 2003 the median wage for all occupations in New Jersey was \$31,660. The overall median wages in the Atlantic-Cape May area was \$25,470. The median wage for protective services occupations in New Jersey was \$31,185. Utilizing United States Department of Labor figures for 2001, the mean annual salary for all occupations was \$31,900, the mean annual salary for all protective services was \$33,730, the mean annual salary for all occupations in the Philadelphia/New Jersey area was \$36,910 and the mean annual salary for all protective services occupations in the Philadelphia/New Jersey area was \$35,730.

The County indicates that its unemployment rate runs higher than the State of New Jersey's (7.5% compared to 5.8%) due to seasonal variations from tourism, and that its labor force is getting older and more diverse. Further, the County points out that it "has a higher than average percentage of poor persons and those over 65 years of age" – recipients of social security, Medicare, welfare and food stamps.

The County also indicates that County residents have experienced high property tax increases from 2001 to 2003 – Corbin City (50.60%), Egg Harbor (9.43%), Atlantic City (9.43%), and Mullica (6.65%). In addition, the County's revenues from its Purpose Tax increased only 3.39% (\$91,638,703 to \$94,742,379) from 2001 to 2002. The County points out that from 1990-2000 the housing prices in Atlantic County rose faster than median income and the County's per capita income dropped from 94% of the State level in 1992 to 90% in 1999.

The County points out that its overall expenditures in law enforcement are high and must be constrained. The County indicates that law and public safety represents 32.67% of its entire budget (\$44,025,207 of \$134,815,517) and that the Sheriff's Department alone is 16.6% (\$5,778,206).

As for health insurance, the County contends that group insurance costs increased on average 36% per year from 1985 to 2003 (\$2,000,000 to \$15,000,000). The County expects the trend to continue. The County maintains that the fact that it has agreed to switch from a two (2) tier to a one (1) tier plan must be taken into consideration in the Award. The County indicates that the 2002 total health benefit costs were \$750,490. Given all of the above, the County maintains that its salary increases are most reasonable and anything above its proposal may well result in budget cuts or tax increases.

According to the County, the average base salary for this unit in 2001 was \$43,401 and the average length of service is 13.9 years. The County estimates 2001 total compensation for unit employees, including longevity, was \$3,526,355. The County indicates that the Sheriff's Department has not been affected by downsizing or privatization. The County compares the PBA's benefits to its comparison group:

- 1) Holidays – approximately the same as comparables;
- 2) Longevity – better than Burlington, Cumberland, and Salem, difficult to calculate for the other southern counties in that they use percentages;
- 3) Vacations – equal to or better than comparable counties;
- 4) Health Insurance – equal to others with much more flexibility;
- 5) Clothing allowance – better than any other Southern county;
- 6) Other leave – equal to or better in personal days, slightly lower in bereavement days;
- 7) Overtime – comparable to other South Jersey counties;
- 8) Sick Leave / Terminal Leave – comparable on sick leave; at the midpoint in terms of terminal leave.

The County points out that fifty-four (54) of the County's Sheriff's Officers and Investigators were at the top of the guide as of December 31, 2001, and four (4) more will reach the top step during the proposed Agreement, thus providing for a higher average salary. With respect to the PBA's wage proposal, the County indicates that the top step Sheriff's salary will increase from \$47,000 in 2001 to \$58,388 in 2004, an increase of \$11,388 over three years and is not

justified. According to the County, the PBA's proposal would result in \$1,026,906 in salary increases and \$343,550 in longevity pay over the duration of the proposed Agreement. The County contends that an award in favor of the PBA's proposals will require significant new funding to pay for these increases. The County maintains that when the compounding effect is considered (.56% in 2003, 1.17% in 2004) that the true percentage increases in the top step as proposed by the PBA are 7.5% in 2002, 8.06% in 2003, and 8.67% in 2004. The County contends that step increases alone will cost the County an additional \$311,017 over the proposed agreement (\$96,730 in 2002, \$88,692 in 2003, and \$125,595 in 2004).

With respect to the PBA's proposed changes to Article V, Overtime, the only change the County is agreeable to is the provision regarding military leave. The County contends that all of the other changes must be rejected because they will significantly increase operational cost and will impinge upon the County's prerogative to determine which of its employees will respond to emergencies.

The County seeks rejection of the PBA's proposed changes to Article VI, Call-In Time. The County indicates that the PBA has not determined the financial impact of this proposal. Nevertheless, the County contends that Sheriff's Officers should not be compensated for merely carrying a beeper or cell phone.

The County contends that the PBA's proposed changes to Article VII, Holiday Pay, must be rejected because they will significantly increase operational cost, will impinge upon the County's prerogatives, and the PBA has failed to provide a financial analysis of its proposal.

The County views the PBA's proposed changes to Article VIII, Clothing Allowance, as excessive and maintains that the PBA failed to prove that the current benefit is insufficient.

With respect to the PBA's proposal for hazardous duty pay, the County contends that the PBA's request would provide an additional 2.7% over base pay for Step Eight Sheriff's Officers in 2001. According to the County, the proposal in 2002 alone would cost the County \$98,750. Thus, the County asserts that this proposal carries excessive cost.

The County seeks rejection of the PBA's proposed changes to Article X, Sick Leave, because the proposals would "imprudently commingle sick leave with other forms of leave that are totally unrelated" and significantly increase costs to the County.

With respect to the PBA's remaining proposals, the County seeks their rejection for financial reasons, managerial concerns, and lack of evidentiary support.

According to the County, the PBA's economic demands, if awarded, are excessive and would amount to a total percentage increase of 13.01% in 2002, 10.71% in 2003, and 12.37% in 2004 – a total increase of 36.09%.

For all of the above reasons, the County maintains that its proposal is reasonable in light of the statutory factors and should be awarded in its entirety.

DISCUSSION

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 County and the PBA have fully articulated their positions on the issues and have submitted comprehensive evidence and argument on each statutory criterion in support of their respective positions. All of the testimony, documentary evidence and arguments have been carefully reviewed, considered and weighed.

I first incorporate into the award the agreements entered into by the County and the PBA during the mediation/interest arbitration process. I accept these agreements as stipulations between the parties as contemplated by N.J.S.A. 34:13A-16(g)(4). These include the following:

1. Article IV, Work Schedule
Modify (C)(4) to "Legal and Investigative"

2. Article V, Overtime
Add *Military Leave* as (B)(9)

3. Article XI, Leaves of Absence
G.1(h) Add *Brother-in-Law or Sister-in-Law*
G.1(i) Add *Grandchild*

4. Article XIII, Insurance and Workers' Compensation

Eliminate two tier health insurance for new and short-term tenured employees. The parties have agreed to change medical and prescription coverage by entering into the New Jersey State Health Benefits Program. The County will also provide dental and vision plans. The above referenced coverages are for the employee and dependents and total premium costs shall be borne by the County.

I first address the non-salary issues in dispute, applying the well accepted principle that a party seeking change in existing terms and conditions employment bears the burden of establishing the need for such modification.

The PBA proposes three modifications to Article IV, Work Schedules. Section D concerns an employee's ability to choose shifts and available days off

based on seniority. The PBA seeks to delete language which grants an exception if department needs require a particular transfer. Section D, as currently phrased, provides a balance between choices of shift and available days off by seniority, with the department's needs, to require a particular transfer. The deletion of the language proposed by the PBA would disturb that balance and preclude the Sheriff's ability to require a particular transfer based upon departmental needs. Such deletion would improperly undermine the Sheriff's authority and, for this reason, I deny this proposal. The PBA also seeks to have the word posted added before the language which provides for a semi-annual bid system. The posting of bids on a semi-annual basis would further an employee's knowledge of available shifts and days off and thus enhance the bid process. This proposal is awarded. The PBA also proposes to add language to Section E concerning Special Operations which it asserts was inadvertently omitted when the existing agreement was printed. It is not in dispute that the Sheriff has eliminated Special Operations. For this reason, the language which was inadvertently omitted in the last agreement concerning this issue is no longer applicable. Accordingly, this proposal is not awarded. The PBA's final proposal with respect to Article IV is to expand departmental forms to matters such as shift change, training, quarterly meetings and contract meetings. The record reflects that the development of such a form would promote more efficient decision making and allow for a formal procedure for employees to pursue their requests and have those request responded to. This proposal is awarded.

The PBA has proposed to modify Article V, Overtime, Section B, by adding vacation time, compensatory time and sick time to the hours which are regarded as hours worked for the purposes of computing overtime. The County also proposes to modify Article V by deleting three categories of time off which are currently considered as time worked for the purposes of computing overtime. These are days declared by the County as days off, bereavement leave granted under Article XI (G) and administrative leave. In short, the PBA seeks to expand the current categories which are considered as hours worked to virtually all paid time off and the County seeks to contract the current categories which are considered as hours worked to those time periods which are actually worked.

The Sheriff's Office Superior Officers Association includes vacation days as "hours worked" for the purpose of computing overtime. No justification has been presented as to why the vacation day category should not be included in the PBA's provision concerning the computation of overtime. A comparable formula among all uniformed employees in the Sheriff's Department would provide an equal standard and single administrative oversight. While no cost projections have been provided, it is apparent that any costs associated with this award would be de minimus. The addition of "vacation days" is awarded to Article V, Section B.

Neither party has presented sufficient justification to either expand or contract the existing categories set forth in Article V, Section B. Thus, both

proposals are denied. Pursuant to their stipulation, I award a new Section B (a) – Military Leave. The PBA also proposes to add a new Section M to Article V stating that “Sheriff’s Officers shall be designated first responders and shall be called out for all Emergency Management/response calls within Atlantic County.” The PBA asserts that an agreement had been reached on this issue between it and a County representative during the course of voluntary direct negotiations. There is, however, no evidence of such agreement and the County has maintained its opposition to this proposal throughout the interest arbitration proceedings. This is a matter of substantial significance as it directly relates to the services the County provides to its residents involving their health, safety and welfare. I deny this proposal, but encourage further communication between the County and the Sheriff with the PBA over this issue.

The County proposes two additional modifications to Article V. The County proposes to delete subsection H in order to eliminate the possibility of reopening negotiations for increased overtime benefits. Currently subsection H provides that “If any law enforcement unit negotiates an improvement in the basis for overtime, the parties shall reopen negotiations for the limited purpose of this subject.” The County has not established that the underlying basis for the inclusion of this section in Article V no longer exists, nor that a continuation of this language has presented any particular problem warranting its removal. This proposal is not awarded. The County also proposes to modify subsection J of Article V which provides sheriff’s officers with compensatory time if County

offices are closed due to inclement weather and sheriff's officers are required to remain on duty or to report during the time the County offices are closed. The County's proposal is to add the word "all" in the first sentence so that it reads "if all County offices are closed." There is no evidence that the current language has created any problems of interpretation and in the absence of any prior difficulty evidencing the need for modification, I decline to award this proposal.

The PBA has proposed to add a new section to Article VI, Call-in Time, to read:

Employees who are required to be on call and/or ordered to carry a pager/cell phone on a regular basis (an average of at least three (3) weeks out of every four (4) weeks) shall be entitled to "pager time" at the rate of four (4) hours per month to be paid in compensatory time.

Officer Albert testified that he considered that being on call or being required to carry a pager/cell phone constitutes an extension of the regular workday for which compensation should be provided. The record does not reflect either the number of employees who would fit this category, whether additional time is spent as a result of carrying a pager/cell phone and if so, how much, and what the projected cost of this proposal would be if awarded. While I note that the superior officers' agreement contains this provision, I decline to award the proposal for this unit in the absence of evidence pertaining to this unit.

The PBA has proposed a modification to Article VII, Holidays and Personal Time, concerning the taking of administrative/personal time. Currently, Article VII, Section F.3 states that "administrative personal time must be taken within the year accrued." The PBA proposes to delete the requirement that the time must be taken within the year accrued and add the following language.

Officers shall make reasonable efforts to utilize administrative time during the year in which it is earned. Consistent with staffing needs, requests will not be unreasonably denied. If, at the end of the calendar year, all administrative time has not been utilized, then the Officer shall be permitted to carry over up to one (1) year's accumulation. If, at the end of the second year it is still not used, it will be paid for at each eligible individual's existing hourly rate. Management shall provide Officers with notice of their accumulated administrative time by January 1st and December 1st of each year.

The PBA supports this proposal by citing an identical provision in the labor agreement between the County and the FOP (correction officers unit). The County rejects this proposal citing the possibility of additional costs and potential interference with managerial prerogatives. The proposed language does not reflect interference with managerial prerogatives inasmuch as it preserves the County's right to deny a request to utilize administrative time when such request is inconsistent with staffing needs. While no cost projections have been provided by the PBA, it does not appear that any costs associated with this proposal would be significant inasmuch as sheriff's officers are required to make reasonable efforts to utilize time during the year in which it is earned and the proposal does

not increase the amount of time already provided in the existing agreement. However, this provision is absent in the Sheriff's Office Superior officers Association agreement and an absence of parallel language on this issue within the department, the desirability of uniformity dictates the rejection of this proposal.

The PBA has proposed substantial increases in clothing allowance. Currently, Article VIII, Clothing Allowance, provides that each employee shall receive a \$575.00 maintenance allowance along with a \$575.00 clothing allowance in one (1) lump sum payment in November's first pay. Article VIII also provides that new hires in 1999 only receive the \$575.00 maintenance allowance in the first year and full payments thereafter. The PBA proposes that commencing January 1, 2002 each employee receive \$625 / \$625 (\$1,250), commencing January 1, 2003 that each employee receive \$700 / \$700 (\$1,400) and effective January 1, 2004 each employee receive \$800 / \$800 (\$1,600). Under this proposal, new hires in 2002, 2003 and 2004 only receive a \$625, \$700 or \$800 maintenance allowance in their first year of employment and the full amounts thereafter. The County proposes no increases citing a myriad of contracts in Southern New Jersey reflecting that the existing allowance is among the highest if not the highest.

I conclude that an increase in the existing maintenance and clothing replacement allowances is justified although not to the amount proposed by the

PBA. Unit employees have exposure to the public requiring the maintenance of professional standards at all times which may be enforced by the Sheriff. The vast majority of law enforcement agreements in evidence reflect modest adjustments during their contract terms. I award an increase of \$50 per year to be split evenly between the maintenance allowance and the clothing replacement allowance, commencing January 1, 2002. This will result in \$600 / \$600 (\$1,200) effective January 1, 2002, \$625 / \$625 (\$1,250) effective January 1, 2003, \$650 / \$650 (\$1,300) effective January 1, 2004, and \$675 / \$675 (\$1,350) effective January 1, 2005. New hires in each year shall receive only the maintenance portion of the allowance in their first year of employment and the full amount thereafter. These payments shall continue to be received in one lump sum in the first pay of each November. While there is no evidence of an adjustment in this allowance in the Superior Officer agreement, I note that the more modest adjustments in salary which I have awarded for steps 1 through 7 causes less overall value in the salary comparisons between the two groups which justifies additional costs on this issue. The overall cost of this portion of the award is \$4,250 in 2002, an additional \$4,250 in 2003, an additional \$4,250 in 2004 and an additional \$4,250 in 2005.

The PBA has also proposed that the County issue new uniforms and equipment including a Class C Uniform and Equipment Issue. I do not award these proposals for new uniforms and equipment issue including Class C Uniforms. While I do not necessarily reject the PBA's reasoning for seeking an

expansion in uniforms, I am reluctant to expand on existing uniform and equipment issues which I believe should be the product of departmental needs, and if possible, mutual understanding between the Sheriff and the PBA. I recommend, but do not award, that an informal committee be established for this purpose.

I next turn to the parties' proposals concerning Article X, Sick Leave. The PBA proposes to increase terminal leave payments under Section F from a maximum of \$12,000 to \$20,000. The County has responded with a proposal to increase the maximum to \$13,500. The record reflects that the County and its law enforcement units have agreed to this benefit providing varying levels of maximum amounts. The correction officers unit represented by FOP Lodge No. 34, received a maximum of \$12,000 under its agreement which expired on December 31, 2002. The investigators in the Prosecutor's office represented by PBA Local 77, received a maximum of \$20,500 under its agreement which expired on December 31, 2002. Prosecutor's superior officers represented by PBA Local 77, received a maximum of \$22,500 under its agreement which expired on December 31, 2002. Superior officers in the Sheriff's Office represented by the Superior Officers Association received a maximum of \$20,000 for lieutenants and \$22,500 for other covered employees under its agreement which expired on December 31, 2003. All of the above provisions require unused sick leave to be paid at 50% of accrued sick leave up to the maximum.

The County and the PBA agree that there should be an adjustment in the current terminal pay maximum but disagree on the amount of that adjustment. Based upon the record before me, I conclude that the maximum should be raised above what the County has proposed, but less than what the PBA has proposed. Among the various agreements in evidence, I am persuaded that the County's agreement with the Sheriff's Superior Officers Association is the most relevant and entitled to the greatest weight. I do not conclude that the amount of the maximum should be identical between these two units because the value of an unused sick day is higher for the superior officers by virtue of the higher salaries they receive in reward for their supervisory status. A reasonable determination when taking these factors into consideration is the setting of the maximum at \$16,000. This figure does provide a substantial increase, but maintains a reasonable relationship between these two units taking into consideration the relative value of the worth of a sick day. The increase will also further continuity and stability of employment in the unit as well as create a disincentive for the use of sick days. Accordingly, I award a maximum in the terminal leave benefit of \$16,000 effective January 1, 2002. The remaining language in Article X, Section F, shall remain unchanged.

The PBA has also proposed that Article X, Section E be broadened to state that "Any officer who exhausts all of his/her sick leave will be afforded the opportunity to utilize any other leave available under the provisions of this

Agreement.” Section E is entitled Disability Leave and permits an employee to utilize accumulated sick leave in the event that employee becomes disabled. Thereafter, an employee may utilize accumulated vacation, personal leave or other paid leave and then be eligible to participate in the County disability Pool if the employee exhausts all available paid leave. The County urges rejection of this proposal asserting that the PBA’s demand would blur the distinctions between paid sick leave and other paid leaves. I have considered PBA testimony that employees have taken other paid leaves after exhausting annual sick leave without tapping into accumulated sick leave. This, however, does not establish that the disability leave provision should be modified as proposed by the PBA. The proposal is a substantial departure from the scheme which presently exists in this and other agreements and there is insufficient evidence in the record to warrant the substantial changes which have been proposed.

The PBA also seeks to add provisions to Article X to provide payouts for annual unused sick time. One proposal is to pay up to 50 percent of their annual unused sick leave from the preceding year at that year’s rate as long as their sick leave balance is no more than ninety-nine (99) days. Another proposal is to pay employees, at their option, a maximum of twenty-five (25) sick days from their sick leave bank if that balance is one hundred (100) days or greater as of December 31 of that year. The PBA contends that these proposals are a win-win for both the County and the employee because there is a potential for less sick days to be used thus potentially reducing overtime costs as well as future

terminal leave payments. While there is logic to the PBA's proposals in the abstract, there is no firm evidence, based upon existing data, which would allow for any reasonable estimate to be made as to the current and future financial impact of these proposals. Further, in the absence of any ability to make such an evaluation, these proposals are denied.

As noted above, the County and the PBA have agreed to modify Article XI, Leaves of Absence, Section G, Bereavement Leave, by adding brother-in-law or sister-in-law as G(1)(h) and adding grandchild as G(1)(i). This proposal has been agreed to and is awarded. In addition, the PBA has proposed to add "Upon submission of proof, an additional two (2) working days of paid leave shall be granted for travel of more than two hundred and fifty (250) round trip miles for viewing and funerals." This latter proposal is not awarded.

The PBA has proposed to add language to Article XIII, Insurance and Worker's Compensation stating that:

Employees disabled or injured in the course of their employment shall receive all medical benefits, including group hospital medical, dental and prescription for the maximum allowable time under Worker's Compensation and three years thereafter if they retire or do not return to work.

Article XIII, Section C provides for health benefits at retirement providing coverage for three years commencing with the employee's retirement date. The

benefit proposed is not included in any of the several law enforcement agreements negotiated with the County as part of its overall comprehensive health insurance plan. There is no evidence in the record which justifies a deviation for this unit. This proposal is not awarded. The PBA also proposes a new Section F to Article XIII to state that "no employee or dependent covered under this Article shall be required to pay prospectively for medical, prescription, optical or dental services with the exception of mandated co-pays." The PBA's support for this proposal reflects a concern that the County had unilaterally imposed certain unauthorized costs for new employees. Testimony reflects that this assertion was connected to the most recent health insurance plan. In this proceeding, the PBA and the County have agreed to a new health insurance plan which eliminated the former two tier element of that plan. Thus, whatever fears held by the PBA concerning this issue have been eased and there is no basis to award this proposal.

The PBA has proposed several changes to Article XVI, Fringe Benefits. The first is a modification to Section A stating that "if an officer tests positive for a contagious disease as referenced above, the County will provide, at its expense, medical screenings for the officer's immediate family, who reside with him or her." The language "as referenced above," is directed towards existing language stating that the "Employer will also provide free medical screening for an employee who has on the job exposure or contact sufficient for contraction of the following contagious diseases for example: AIDS, hepatitis, herpes and

tuberculosis and Lymes Disease; excluding colds, flu and minor illnesses.” The concept proposed by the PBA is reasonable and I award it with a modification. The modification is to include the specific contagious diseases referenced in Section A, but not to extend the language to unspecified diseases. This specificity for the officer’s immediate family will prevent conflicts over whether such coverage should be provided for unspecified contagious diseases. Thus, the awarded language will state:

If an officer tests positive for AIDS, hepatitis, herpes, tuberculosis and Lymes Disease, the County will provide, at its expense, medical screenings for the officer’s immediate family, who reside with him or her.

I do not award the PBA’s proposal to modify Article XVI, Section H, the essence of which would be to have the County pay a \$700 annual stipend for an employee who holds a CDL license without the existing limitation that such license be required to be held by the County in order to receive the stipend. There is record testimony, however, that the sheriff ordered certain individuals to get CDL licenses, but thereafter, refused to pay the stipend because the positions occupied by the employees did not require the holding of a CDL license. While I do not necessarily credit this testimony, there is logic to the proposition that an employee should receive the CDL stipend if that employee is ordered to obtain the CDL license by the Sheriff or his designee. In such event, the payment of this stipend should not extend beyond one payment if the position occupied by the employee does not require the holding of a CDL license.

Accordingly, I award the following language as an extension of the language currently set forth in Section H.

In the event that the Sheriff orders an employee to obtain a CDL license, that employee will receive a \$700 stipend. In the event that the position occupied by the employee does not require the holding of a CDL license, the County will have no obligation to continue the payment of the stipend.

The PBA has also proposed a modification to Article XVI, Section I, which would delete the requirement that the existing educational bonus be paid for a degree "in a discipline directly job related or job essential." The existing agreement provides a direct linkage between a degree and the educational bonus and insufficient justification has been presented to expand the scope of that linkage. The proposal is not awarded. The PBA has also proposed an addition to Article XVI, Section J concerning compensation when an employee is required to appear before any court or grand jury for any work related reason. The addition would expand the scope of this language to read:

Any employee subject to appear before any court, administrative law judge or state agency for work or Union related activity, shall suffer no loss of time or pay; shall receive either regular pay if on duty, or, if off duty, shall be compensated for such time at overtime rate of pay, if applicable.

The County has offered a proposal of its own which states:

... however, no compensation either in the form of regular pay or overtime, shall be paid to any officer for court appearances or any lawsuit proceeding occasioned as a result of a lawsuit or claim commenced by that employee against the Sheriff or the County of Atlantic.

I do not award either proposal. The rationale for the PBA's proposal is directly related to the PBA's belief that the County has caused litigation in connection with union-related activity. The PBA's concern is more properly directed towards union leave issues which I conclude should not be co-mingled with a provision which provides compensation for appearances due to work related reasons. I award no change nor any additions to Section J. The final proposed change to Article XVI, is the proposal for a new Section K which states that "Officers who purchase gas, pay for tolls or spend their own money in the performance of County business, shall be reimbursed within five (5) calendar days of submission of appropriate documentation." I conclude that this proposal should be dealt with administratively between the PBA and the Sheriff. For this reason, I do not award the inclusion of this language in the agreement. The proposal is denied.

The PBA has proposed to add a new section to Article XIX, Longevity which reads that "Longevity shall be pro-rated by anniversary dates and/or date of severance from the service of the employer." The PBA supports its proposal by referencing agreements between the Prosecutor and its two bargaining units. While this proposal mirror's the language in those agreements, there is no such language in the agreement between the Sheriff and the Superior Officers

Association. I place more weight on the absence of this provision in the Sheriff's department rather than the existence of this language in the Office of the Prosecutor. Thus, I do not award this proposal.

The PBA has proposed an addition to Article XX, Safety, Health and Administration to add that: "employees subject to x-rays safety screening shall receive, in writing, the results of exposure analysis." Certain sheriff's officers are subject to x-ray safety screening. When such screening is performed it is reasonable that the County provide those results in writing to them. This proposal is awarded with the following modifications which will serve to provide clarity:

Employees who are subject to x-ray safety screenings as part of their job responsibilities shall receive, in writing, the results of exposure analysis study by the County.

The PBA and the County also have substantial differences over the issue of salary increases. Each proposal is for three (3) years. Despite the formal offers concerning duration, each party has explored an agreement extending through 12/31/05 during this process and has not limited consideration of an award extending through this time period. Because the record is sufficiently developed to render an award through 2005 and justification also exists in terms of economy, efficiencies and stability, I award an agreement with a December 31, 2005 expiration date.

The PBA seeks to add 7.5% in each of three years added to the aggregate total of all salaries, including longevity and 8.5% increase in each of three years over and above the maximum sheriff officers' salary for the rank of sergeant. The County has proposed 1% on each step of the salary schedule except for top step sheriff's officers, investigators and sergeants who would receive 3%. These increases are proposed for each of the three years.

In support of its salary proposal, the PBA's primary argument is that its well above average proposal is required in order to catch up with the salaries in its "ten southern county" group of comparisons as well as to catch up with various municipal law enforcement departments in Atlantic County. The County urges rejection of the PBA's salary proposal asserting that its cost would have a negative impact on the budget, that the proposal is inconsistent with the many labor agreements Atlantic County has negotiated with its law enforcement units, and that the salary and benefits currently received compare very favorably with the "southern counties" the County has chosen to serve as comparables.

In evaluating the merits of each party's salary proposal, I note that the different comparison groups selected by the PBA and the County tend to favor the salary proposals each has advanced. By way of example, the County notes that the sheriff's officers' salaries in 2001 were greater than Burlington, Cape May, Cumberland, Gloucester and Salem Counties and that under its proposal, those salaries would continue to be greater than the counties it cites. The

County also points to its exhibit reflecting that bargaining unit members are significantly higher paid than other County employees. The PBA, citing its ten southern counties comparison group, asserts that the average maximum salary including longevity was \$50,666.87, while Atlantic County sheriff's received \$49,500, or 1.3% less. Because the average increase in these counties for 2002 was 3.4%, the PBA asserts that bargaining unit members must receive a 4.9% increase simply to place itself within the average of its comparison group.

The comparability evidence concerning other county governments and municipal governments is relevant, but entitled to less weight than comparability evidence concerning other law enforcement units containing employees employed by Atlantic County. The record reflects that changes to the County's existing agreements, while not identical, have been reasonably consistent. None of those adjustments reflect a radical departure from one another because of some direct tie-in with an external labor agreement outside the County. It is true that the Atlantic County law enforcement units do not have identical salary schedules. For example, sheriff's officers are higher paid than corrections officers, but less than prosecutor's investigators. However, adjustments to those salary schedules have been reasonably consistent and within certain general parameters which are persuasive here.

An examination of County law enforcement settlements reflects that sheriff's superior officers have received increases averaging 4.0% for the years

2003-2006. For those same years, the County and FOP Lodge No. 34 (Corrections Officers) negotiated increases at \$500.00 per step with 4.0% annual increases for employees at step maximum. The County and PBA Local 77 (Prosecutor's Detectives) reached an agreement for contract years 2003-2006 providing for increases of \$600.00 per step with 4.0% annual increases for employees at step maximum. Sergeants in that unit received increases of 4.5%, except for the last year of the agreement which was adjusted by a 4.25% increase.

Based upon my review of the aforementioned agreements, I conclude that a reasonable determination of the salary issue is to provide \$500.00 annual increases to Steps 1 and 2 of the salary schedule, \$550 annual increases to Steps 3, 4 and 5 of the salary schedule, \$600 annual increases to Steps 6 and 7 of the salary schedule, and 4.0% annual increases at top Step 8. In addition, there is merit to the PBA's argument that the seven (7) sergeants in the bargaining unit receive some additional increase beyond that for top sheriff's officers. The existing differential of 6.8% or \$3,200 does not represent a sufficient reward for those who are promoted into the sergeant position. I note that the 2001 differential between lieutenant and sergeant was approximately 16%. I award increases in the rank of sergeant of 4.25% in 2002, 4.50% in 2003 and 2004, and 4.25% in 2005. This increase is similar to that received by sergeants in the Prosecutor's Detectives' agreement during the years 2003, 2004 and 2005.

When these increases are applied to the existing salary schedules the new salary schedules reflected in the new agreement shall read as follows:

Patrol	2002	2003	2004	2005
1	26,000	26,500	27,000	27,500
2	30,000	30,500	31,000	31,500
3	31,600	32,150	32,700	33,250
4	33,150	33,700	34,250	34,800
5	36,475	37,025	37,575	38,125
6	39,135	39,735	40,335	40,835
7	41,740	42,340	42,940	43,540
8	48,880	50,835	52,868	55,000*
Sgt	52,427	54,786	57,252	59,685

The precise cost of the terms of the Award is not possible to calculate due to hiring, separations and promotions during the contract term. When applied to top step sheriff's officers, who numbered 54 at the beginning and 58 during the term of the agreement, I estimate the following costs. The 4.0% increase in 2002 for top step officers yields an increase of \$1,880 per officer at an aggregate cost of \$109,040. The dollar amount increases for officers who are not at top step yields a cost of approximately \$10,000, for a total cost of \$119,040 for 2002. The 4.0% increase in 2003 for top step officers yields an increase of \$1,955 per officer at an aggregate cost of \$113,390. The dollar amount increases for officers who are not at top step yields a cost of approximately \$10,000, for a total cost of \$123,390 for 2003. The 4.0% increase in 2004 for top step officers yields

* The round off of this salary requires an additional 0.003% or \$16 per employee at top step.

an increase of \$2,033 per officer at an aggregate cost of \$117,914. The dollar amount increases for officers who are not at top step yields a cost of approximately \$10,000, for a total cost of \$127,914 for 2004. The 4.0% increase in 2005 for top step officers yields an increase of \$2,115 per officer at an aggregate cost of \$122,670. The dollar amount increases for officers who are not at top step yields a cost of approximately \$10,000, for a total cost of \$132,670 for 2005. I calculate the total new annual economic cost as \$463,014 over the four years for the 58 officers at top step, compared with a cost of \$342,056 based on the County's proposal of 3%. The increases for the seven (7) sergeants are calculated at \$14,959 for 2002, based upon 7 sergeants receiving an increase of \$2,137; \$16,512 for 2003, based upon 7 sergeants receiving an increase of \$2,359; \$17,257 for 2004, based upon 7 sergeants receiving an increase of \$2,465; and \$16,842 for 2005, based upon 7 sergeants receiving an increase of \$2,406. I calculate the total new annual economic cost as \$65,571 for the 7 sergeants, compared with a cost of \$44,178 based on the County's proposal of 3%. Although cumulative costs are higher, the difference in new economic costs over the course of the agreement is \$120,958 for sheriff's officers and \$21,393 for sergeants, totaling \$142,351.

The terms of this four-year Award will not compel the County to exceed its statutory spending limitations nor cause adverse financial impact on the County, the Sheriff nor the residents and taxpayers of Atlantic County. The County has presented persuasive evidence that the PBA's overall economic proposals, if awarded, would provide financial constraints on the Sheriff's budget and also the

County's budget if those terms were to be applied on a County-wide basis. But the terms of the Award will not cause adverse financial impact after careful evaluation of the County's overall financial profile previously discussed in this decision.

The interest and welfare of the public is a paramount consideration and one which I have given significant weight to. This factor embraces a reasonable determination based upon providing proper rewards for the work of Sheriff's officers which does affect the public's health, safety and welfare but at a cost which the public can support without adverse financial impact. These costs are higher than proposed by the County, less than proposed by the PBA, but consistent with County-wide labor policy as well as what is evidenced as comparable increases negotiated or awarded in many municipal law enforcement agencies in Atlantic County.

The terms of the Award, although not identical, are generally consistent with the agreements negotiated between the County and its various law enforcement units. Reasonable consistency is a desirable objective in a multi-law enforcement unit county such as Atlantic. The terms of the Award are also consistent with law enforcement agreements in the many municipalities within Atlantic County, although I give less weight to those comparisons in this proceeding.

The fact that the terms of the Award are generally consistent with the County's law enforcement units, the cost of living data is not a controlling factor. The Award is above the cost of living data, but not in a significant way, especially in light of the modest dollar increases afforded to Steps 1 through 7 of the salary schedule.

I have also considered the remaining statutory factors. The continuity and stability of employment will be maintained by providing comparable increases raising the top step salaries from \$47,000 to \$55,000 over the term of the agreement as well as by providing modestly higher increases to the Sergeant rank in order to reward promotions and recognize increased responsibilities.

The PBA has also proposed the receipt of hazardous duty pay in the amount of \$1,250.00 annually effective the first pay period in January. In support of this proposal, the PBA cites the FOP agreement in corrections which provides for this payment. The County urges rejection citing its cost of additional 2.7%. The PBA argument would carry substantial weight if the record reflected a lag in comparable compensation with correction officers. But the comparable salary schedules between the two do not support such a proposition because the maximum or top step pay for sheriff's officers in 2001 exceeded that for correction officers by \$2,000, or 4.25%. This proposal is not awarded.

Accordingly, and based upon all of the above, I respectfully enter the following Award.

AWARD

1. All proposals by the City and the Association not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those modified by the terms of this Award.
2. The increases in salary shall be retroactive to their effective date and received by all eligible unit employees, including those who have left employment in good standing between the effective date of the salary adjustments and their last date of employment.
3. **Duration** – There shall be a four-year agreement effective January 1, 2002 through December 31, 2005.

4. **Article IV – Work Schedules**

Section C.4 Add “and” between “legal investigative”. Language shall read “legal and investigative”.

Section D. Add “posted” before “semi-annual bid system”

Section F. Delete “transfer”. Add “employee request forms including, but not limited to: transfers, shift change, training, quarterly meetings and contract meetings shall be developed.”

5. **Article V – Overtime**

Section B – Add “vacation days”

Section B.(9) – Add Military Leave

7. **Article VIII, Clothing Allowance**

Commencing January 1, 2002, each employee shall receive a \$600.00 maintenance allowance along with a \$600.00 clothing replacement allowance in one (1) lump sum payment of \$1,200.00 in the first pay in November. These allowances shall increase to \$625.00 and \$625.00 effective January 1, 2003 with a one (1) lump sum payment of \$1,250.00 in the first pay in November, an increase to \$650.00 and \$650.00, effective January 1, 2004 with a one lump sum payment of \$1,300.00 in the first pay in November and an increase to \$675.00 and \$675.00 with a one (1) lump sum payment of \$1,350.00 in the first pay in November.

New hires in 2002, 2003, 2004 and 2005 will only receive a \$600.00, \$625.00, 650.00 and \$675.00 maintenance allowance in those years and not receive the \$600.00, \$625.00, \$650.00 or \$675.00 clothing replacement allowance in their first year of employment. Commencing their second year of employment, and thereafter for the life of this Agreement, they shall receive both the negotiated maintenance and replacement allowance.

8. **Article IX – Salary**

The following salary scales shall become effective retroactive to their effective dates:

Patrol	2002	2003	2004	2005
1	26,000	26,500	27,000	27,500
2	30,000	30,500	31,000	31,500
3	31,600	32,150	32,700	33,250
4	33,150	33,700	34,250	34,800
5	36,475	37,025	37,575	38,125
6	39,135	39,735	40,335	40,835
7	41,740	42,340	42,940	43,540
8	48,880	50,835	52,868	55,000
Sgt	52,427	54,786	57,252	59,685

The above schedules reflect increases of \$500 annually at Steps 1 and 2, \$550 annually at Steps 3,4 and 5, \$600 annually at Steps 6

and 7, 4.0% annually at Step 8, and 4.25%, 4.50%, 4.50% and 4.25% annually for Sergeants.

9. **Article X – Sick Leave**

Section F. Delete \$12,000 and add \$16,000 effective January 1, 2002.

10. **Article XI – Leave of Absence**

Section G.1(h) Add *Brother-in-law or Sister-in-law*

Section G.1(i) Add *Grandchild*

11. **Article XIII – Insurance and Workers Compensation**

Eliminate two tier health insurance for new and short-term tenured employees. The parties have agreed to change medical and prescription coverage by entering into the New Jersey State Health Benefits Program. The County will also provide dental and vision plans. The above referenced coverages are for the employee and dependents and total premium costs shall be borne by the County.

12. **Article XVI – Fringe Benefits**

Section A. Add the following language:

If an officer tests positive for AIDS, hepatitis, herpes, tuberculosis and Lymes Disease, the County will provide, at its expense, medical screenings for the officer's immediate family, who reside with him or her.

Section H. Add the following language:

In the event that the Sheriff orders an employee to obtain a CDL license, that employee will receive a \$700 stipend. In the event that the position occupied by the employee does not require the holding of a CDL license, the County will have no obligation to continue the payment of the stipend.

13. **Article XX – Safety, Health and Administration**

Add Section D. Employees who are subject to x-ray safety screenings as part of their job responsibilities shall receive, in writing, the results of exposure analysis study by the County.

Dated: February 29, 2004
Sea Girt, New Jersey

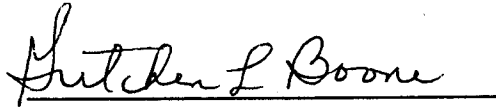


James W. Mastriani

State of New Jersey
County of Monmouth

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On this 29th day of February, 2004, 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
My Commission Expires 8/13/2008