

**NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of Interest Arbitration Between:

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**BOROUGH OF RAMSEY**

"Borough,"

- and -

**BOROUGH OF RAMSEY, P.B.A. LOCAL 155**

"Union."

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**OPINION  
AND  
AWARD**

Docket No. IA-99-8

**Before  
James W. Mastriani  
Arbitrator**

**Appearances:**

**For the Borough:**

Robert E. Murray, Esq.  
Murray, Murray & Corrigan

**For the Union:**

Donald B. Ross, Jr., Esq.  
Lindabury, McCormick & Estabrook

I was appointed arbitrator by the New Jersey Public Employment Relations Commission in accordance with P.L. 1995, c. 425, in this matter involving the Borough of Ramsey [the "Borough "] and the Borough of Ramsey P.B.A. Local 155 [the "PBA"]. Pursuant to my statutory authority, a pre-interest arbitration mediation session was held on December 14, 1998. This session failed to achieve resolution of the issues in dispute. Because the impasse was not resolved, a formal interest arbitration hearing was held on March 16, 1999. The mandatory terminal procedure of conventional arbitration was used to decide all issues in dispute. Under this procedure the arbitrator has the authority to fashion an award which he believes represents the most reasonable determination of the issues in dispute.

At the arbitration hearing, each party argued orally, examined and cross-examined witnesses and submitted extensive documentary evidence into the record. Each party filed post-hearing briefs, the last of which was received on July 20, 1999. In addition, a post-hearing document concerning work year and hours was submitted and, by stipulation, received into evidence.

### **STATUTORY CRITERIA**

I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8)

which I find relevant to the resolution of these negotiations. I am also required to indicate which of these factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor. These factors, commonly called the statutory criteria, are as follows:

(1) The interests and welfare of the public. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by (P.L. 1976, c. 68 (C. 40A:4-45.1 et seq.)).

(2) Comparison of the wages, salaries, hours, and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employees performing the same or similar services and with other employees generally:

(a) In private employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.

(b) In public employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.

(c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with section 5 of P.L. 1995. c. 425 (C.34:13A-16.2) provided, however, each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.

(3) The overall compensation presently received by the employees, inclusive of direct wages, salary, vacations, holidays,

excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.

(4) Stipulations of the parties.

(5) The lawful authority of the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by the P.L. 1976 c. 68 (C.40A:4-45 et seq ).

(6) The financial impact on the governing unit, its residents and taxpayers. When considering this factor in a dispute in which the public employer is a county or a municipality, the arbitrator or panel of arbitrators shall take into account to the extent that evidence is introduced, how the award will affect the municipal or county purposes element, as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element, or in the case of a county, the county purposes element, required to fund the employees' contract in the preceding local budget year with that required under the award for the current local budget year; the impact of the award for each income sector of the property taxpayers on the local unit; the impact of the award on the ability of the governing body to (a) maintain existing local programs and services, (b) expand existing local programs and services for which public moneys have been designated by the governing body in a proposed local budget, or (c) initiate any new programs and services for which public moneys have been designated by the governing body in its proposed local budget.

(7) The cost of living.

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

## POSITIONS OF THE PARTIES

### THE PBA

1. **Term of Agreement:**

January 1, 1997 - December 21, 2002

2. **Salary:**

<u>Year</u>	<u>Increase</u>
1997	5%
1998	5.25%
1999	5.5%
2000	5%
2001	5.25%
2002	5.5%

All increases shall be effective on January 1 and shall be provided across the board.

3. **Overtime Rate:**

Effective January 1, 1999, hourly rate of pay to be calculated based upon actual hours worked, 2017, in lieu of current practice of using 2080 hours.

4. **Work Schedule:**

Continue current work schedule consisting of 2016 hours per year.

5. **College Credit Reimbursement:**

Increase maximum reimbursement to the equivalent of Rutgers University tuition.

6. **Sick Leave Entitlement:**

Effective January 1, 2000, reduce sick leave entitlement from 20 days to 18 days (affects 21 officers); effective January 1, 2002, increase sick leave from 15 days to 18 days for junior officers (affects 14 officers).

7. **Academy Step to Salary Guide:**

Effective January 1, 2000, add Academy Step to salary guide at \$5,000 less than current starting rate; step to be paid for 6 months or the duration of the training, whichever is less. This step will not apply to officers with prior police experience.

**THE BOROUGH**

1. **Term of Agreement:**

January 1, 1997 - December 31, 2002

2. **Salary Increase:**

<u>Year</u>	<u>Increase</u>
1997	3.0%
1998	3.0%
1999	3.0%
2000	3.0%
2001	3.0%
2002	3.0%

All increases shall be effective on January 1 and shall be provided across the board.

3. **Article III - Salary Schedules:**

Establish three (3) new steps for all patrolmen hired on or after January 1, 1999. The new steps shall be as follows:

1. The midpoint between the starting rate and Step A, designate Step A-1;
2. The midpoint between Step A and Step B, designate Step B-1;
3. The midpoint between Step B and Patrolman 2<sup>nd</sup>, designate Step C.

4. **Article XLIV - Work Schedule:**

Modify Section B to reflect two hundred and sixty (260) work days.

5. **Article V - Sick Leave:**

Delete Section B. Modify to reflect as follows:

Effective 1/1/1999, reduce maximum sick leave entitlement to 18 days.

Effective 1/1/2000, reduce maximum sick leave entitlement to 17 days.

Effective 1/1/2001, reduce maximum sick leave entitlement to 16 days.

Effective 1/1/2002, reduce maximum sick leave entitlement to 15 days.

6. **Article V - Sick Leave:**

Upon returning to duty, doctor's note should read "officer is fit for full duty." Both for 3 days sick and also Workers Compensation, Article VI.

7. **Article XI - Firearms Qualification:**

The employees shall be paid for the purpose of Annual Firearms Qualifications only if the officer is off duty and ordered in to qualify.

8. **Article XVII - Holidays:**

Five (5) days may be carried over for one year at the discretion of the Police Director.

9. **Article XX - Incentive Days:**

The wording should be "1 additional day" off rather than additional "personal" day off.

10. **Article XXVII, Section D - Recall:**

The following should be added: "Notice given by telephone or answering machine or to member of employee's family shall be deemed notice to employee."

11. **Article XII - College Credit Reimbursement:**

Employees shall be reimbursed by the Borough for the cost of such course of study at the applicable rate per credit charged by Rutgers, the University of New Jersey.

**BACKGROUND**

The Borough is located in Northwest Bergen County near the Ramapo mountains. It has approximately 14,500 residents residing in a land area of 5.54 square miles. As of 1990 its median household income was \$65,590 and median



family income was \$73,741. Its net taxable valuation in 1997 was \$1,400,956,246, the fifth highest in Bergen County below Ridgewood Village, Mahwah Township, Franklin Lakes Borough and Wyckoff Township. In 1996 75.09% of its real property valuation came from residential property, 18<sup>th</sup> highest in the County, and 17.21% from commercial property, fifth highest in the County. The Borough's property values are high and have been increasing. The average selling price in Ramsey in 1996 was \$276,446, in 1997 \$292,633 and in 1998 \$315,243. The Borough's general tax rate per \$100 has increased from 2.41 in 1995 to 2.50 in 1996, 2.62 in 1997 and 2.73 in 1998. According to 1998 Equalization Tables the ratio to true valuation was 88.05%.

The Police Department has 35 full-time police officers and a civilian police director. It answered 13,510 calls for service in 1998. This increase represents higher productivity as well as a recent nine-member increase in the police force. Among the contiguous municipalities of HoHoKus, Saddle River, Upper Saddle River, Waldwick, Mahwah and Allendale, only Mahwah had more calls per officer and Ramsey exceeded all other municipalities by a minimum of 5,000 calls. In 1997 the Borough had a crime rate of 21.3 per thousand compared to a County average of 25.1 per thousand and experienced violent crime per thousand of 2.2 compared to County average of 1.6. These rates are higher than the aforementioned contiguous municipalities. The Department maintains 6.4 miles of coverage on Route 17. The record reflects that the Department is highly professional, productive and well run.

Within this general backdrop the Borough and the PBA have expertly and comprehensively set forth their positions, arguments and evidence in support of their respective positions. I will proceed to summarize them as follows.

### **POSITION OF THE BOROUGH**

#### **Duration**

The Borough proposes a new Agreement effective January 1, 1997 through December 31, 2002. The PBA agrees on the proposed duration of the Agreement.

#### **Article III - Salary and Salary Schedules**

The Borough proposes salary increases of 3.0% per year effective on each January 1. The increases are proposed across the board. The Borough also proposes that there be three (3) new steps added to the salary schedule. These steps would be set at mid-points between the starting rate and step A and step B, and between step B and Patrolmen 2<sup>nd</sup>. The Borough asserts that the salary increases averaging more than 5% per year as proposed by the PBA are unreasonable and should be denied.

The Borough contends that its police officers are already well compensated and that the comparability data favors the Borough's position. It points to the 1996 patrol maximum rate of \$63,246 and compares this rate to 15 other Bergen County municipalities. Of these municipalities, in 1996 Ramsey ranked only below Waldwick and Closter and exceeded the maximum salaries in Glen Rock, Englewood, Ringwood, Allendale, Wallington, Norwood, Saddle Brook, Ridgefield, Oakland, HoHoKus, Hillsdale, Ridgewood and Fair Lawn. The Borough submitted the following chart:

**Maximum Salary, Patrolman  
Bergen County  
(1996)**

Closter	65,210
Waldwick	64,997
<b>Ramsey</b>	<b>63,246</b>
Glen Rock	62,914
Englewood	62,772
Ringwood	62,580
Allendale	62,520
Wallington	62,333
Norwood	61,413
Saddle Brook	61,324
Ridgefield	61,014
Oakland	60,850
HoHoKus	60,757
Hillsdale	60,127
Ridgewood	59,139
Fair Lawn	58,739

The Borough has responded to data submitted by the PBA comparing police officers' salaries and other municipalities. The Borough disputes that some of these communities are in "Northwest Bergen County." The Borough acknowledges that patrolmen in Wyckoff do receive a higher patrolman

maximum salary of \$69,191 in 1998 compared to its offer of \$67,098. However, the Borough points out that Wyckoff added two steps to the salary guide and reduced longevity payments to 8%. In addition, the Borough stresses that there is a lower clothing allowance (\$575), vacation days (25 maximum), personal days (1) and holidays (12) in Wyckoff. The Borough also stresses that the work year in Wyckoff provides for 2080 hours as opposed to 2016 in Ramsey.

The Borough also responds to the PBA's evidence with respect to Mahwah, Upper Saddle River, and Franklin Lakes. The Borough points out that although the 1998 patrolman's maximum salary is \$72,659, its longevity only provides for \$95 for each year of service compared to Ramsey's maximum of 10%. The Borough also asserts that Mahwah has two less personal days than Ramsey, fewer vacation days and added two steps to its salary guide effective January 1, 1998 as well as a reduced starting salary of \$25,000. The Borough points out that Upper Saddle River extended its salary guide by two additional steps with a reduced starting salary. In Franklin Lakes, although the patrolman maximum salary is higher than that in Ramsey, the Borough stresses that 18 steps are required to reach a patrolman's maximum (for those hired prior to 1999) and 25 steps for officers hired after 1999.

The Borough also disputes PBA evidence that Ramsey is or will be below average within Bergen County. According to the Borough, PBA Ex I-7 setting forth maximum salaries in 1997 reflects that Ramsey patrolmen (under the

Borough's proposal of a 3% increase) would earn more than Alpine, Allendale, Saddle Brook, Palisades Park, Harrington Park, North Arlington, Little Ferry, HoHoKus, Garfield, Oakland, Elmwood Park, Ridgefield, Hillsdale, Leonia, Demarest, Bergenfield, Ridgefield Park, Old Tappan, County Sheriff's Dept., Ridgewood, Moonachie, Wood-Ridge, Edgewater and Teaneck. The Borough also asserts that its patrolmen are especially well compensated when the PBA's chart for top patrolman's salary in Northwest Bergen County Municipalities is compared and contrasted. That chart PBA EX I-10 reads as follows:

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1997</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
Paramus	\$74,744	\$77,584	\$80,687				
Franklin Lakes	\$69,370	\$71,972	\$74,851	\$77,470	\$80,182	\$83,389	\$86,516
Waldwick	\$68,247	\$71,700	\$74,568				
Upper Saddle Rv	\$67,198	\$69,846	\$72,597				
Wyckoff	\$66,594	\$69,191	\$72,166	\$75,269	\$78,581	\$82,117	
Saddle River	\$66,021	\$68,331	\$70,723				
Midland Park	\$65,477	\$67,605					
Glen Rock	\$65,430	\$68,211	\$71,110				
Allendale	\$64,865	\$67,135					
Hohokus	\$63,643	\$65,552	\$68,174	\$70,901	\$74,092	\$77,426	
Oakland	\$63,275	\$65,800					
Ridgewood	\$62,132	\$65,000					
Mahwah	\$69,864	\$72,659	\$75,565	\$78,587			

Ramsey 63,246 - 1996 Rate

The Borough asserts that under its proposal Ramsey would be the 9<sup>th</sup> highest paid department in 1997 out of these 14 at a rate of \$65,143 and the 10<sup>th</sup> highest paid in 1998 at a rate of \$67,098. For the purposes of reflecting the Borough's argument in relationship to the PBA's chart, I have restated the chart

below with the addition of the Borough's and the PBA's respective proposals on wages for the years 1997 - 2002.

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1997</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
Paramus	\$74,744	\$77,584	\$80,687				
Franklin Lakes	\$69,370	\$71,972	\$74,851	\$77,470	\$80,182	\$83,389	\$86,516
Waldwick	\$68,247	\$71,700	\$74,568				
Upper Saddle Rv	\$67,198	\$69,846	\$72,597				
Wyckoff	\$66,594	\$69,191	\$72,166	\$75,269	\$78,581	\$82,117	
Saddle River	\$66,021	\$68,331	\$70,723				
Midland Park	\$65,477	\$67,605					
Glen Rock	\$65,430	\$68,211	\$71,110				
Allendale	\$64,865	\$67,135					
Hohokus	\$63,643	\$65,552	\$68,174	\$70,901	\$74,092	\$77,426	
Oakland	\$63,275	\$65,800					
Ridgewood	\$62,132	\$65,000					
Mahwah	\$69,864	\$72,659	\$75,565	\$78,587			
<b>Ramsey (Borough)</b>	<b>\$65,143</b>	<b>\$67,097</b>	<b>\$69,110</b>	<b>\$71,183</b>	<b>\$73,319</b>	<b>\$75,519</b>	
<b>Ramsey (PBA)</b>	<b>\$66,408</b>	<b>\$69,894</b>	<b>\$73,738</b>	<b>\$77,425</b>	<b>\$81,490</b>	<b>\$85,972</b>	

Also for the sake of comparison purposes, I have set forth PBA Ex. 14 reflecting Northwest Bergen County percentage salary increases along with the percentage increase proposals of the Borough and the PBA.

**Northwest Bergen Percentage Salary Increase**

<b>Town</b>	<b>1997</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
Paramus	3.80%	3.80%	4.00%	4.00%			
Franklin Lakes	3.75%	3.75%	4.00%	3.90%	3.50%	4.00%	3.75%
Waldwick	5.06%	5.05%	4.00%				
Upper Saddle Rv	3.94%	3.94%	3.94%	3.94%			
Wyckoff	3.90%	3.90%	4.30%	4.30%	4.40%	4.50%	

Saddle River	7.23%*	3.50%	3.50%			
Midland Park	3.30%	3.25%				
Glen Rock	4.00%	4.25%	4.25%			
Allendale	3.75%	3.50%				
Hohokus	3.30%	3.00%	4.00%	4.00%	4.50%	4.50%
Oakland	4.00%	4.00%				
Ridgewood	4.50%	4.60%				
Mahwah	4.00%**	4.00%	4.00%	4.00%		
<b>Ramsey (Borough)</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>
<b>Ramsey (PBA)</b>	<b>5%</b>	<b>5.25%</b>	<b>5.5%</b>	<b>5%</b>	<b>5.25%</b>	<b>5.5%</b>

\* For patrolmen with 8 or more years who did not receive college credit compensation under the prior contract. Officers with 5 to 8 years and no college received 5.8%.

Those who had previously received \$750 in college, did not receive this new money.

\*\* Plus a \$50 per year senior officer differential, commencing in the fourth year at \$200.

The Borough further contends that its proposal compares favorably when compared with police officers outside of Bergen County. It cites an interest arbitration award in Atlantic City which contained wage freezes in 1996 and 1997 followed by annual increases of 4%, 5%, 3.6%, 3.5% and 3.4%. The Borough also cites the New Jersey Division of State Police interest arbitration award which contained a one year wage freeze in 1996 followed by annual increases 3.75%, 3.75% followed by a split increase of 5% (3.5%/1.5%).

The Borough also compares its proposal with the rate of salary increases in the public sector in general. The Borough asserts that these increases mirror its offer.

The Borough also asserts that its proposal compares favorably when measured against private sector salaries. Borough Ex C-A compares patrolman

maximum salaries with that of various private sector managers. This data reflects that positions in human resources, finance and accounting receive less salary than that of Ramsey patrolmen at maximum.

The Borough refers to data concerning the consumer price index (CPI) [see PBA Ex II-5 and Borough Ex C-J]. The Borough asserts that this data favors this position over that of the PBA. This data reflects CPI increases of less than 2% in 1997 and 1998. These figures are below the Borough's proposal of 3% and the PBA's proposal approximates three times the increase of the cost of living. The Borough also asserts that its police officers compare favorably when over all compensation, including benefits, are compared with other municipalities. For example, although Waldwick has a higher salary, Ramsey police officers receive 14 holidays compared to 12 in Waldwick. At 14 holidays, the Borough asserts that no comparable municipality offers more. The Borough points out that its police officers receive a high uniform allowance of \$1,000 per year compared with \$450 in Waldwick, \$700 in Closter, \$800 in Saddle Brook and Ridgewood and \$900 in Hillsdale and Oakland. The Borough also asserts that the five personal days it grants to police officers after fifteen years is the highest among its comparables. Saddle Brook has four, Allendale, HoHoKus, Fairlawn, Engelwood, have one Closter, Ridgewood and Ridgefield have none. The Borough also compares its longevity benefits at a 10% longevity maximum. The Borough asserts that it is the same benefit as Allendale, Ringwood, Waldwick, Oakland, and Saddle Brook and is better than Wallington, Engelwood and



Norwood. The Borough acknowledges that the maximum in Hillsdale is 10.5% but also points out that in communities that have higher maximum longevity such as Ridgewood at 13% Ridgefield at 15% Glen Rock at 12% all offer lower based salaries than Ramsey. The Borough also points out that the 15 days of paid sick leave and 27 days of paid vacation at maximum entitlement compare very favorably with other Bergen County municipalities. Based upon all of the above, the Borough asserts that the total compensation received by its police officers favors its wage and benefit proposal over that of the PBA's.

With respect to the financial impact of the parties' proposals and the Borough's lawful authority, the Borough asserts that these factors favor its proposal over that of the PBA's. The Borough points out that the PBA's proposal exceeds the CAP, or "index rate", as defined in N.J.S.A. 40A:4-45.1a and should be rejected. The Borough asserts that this result is not in the taxpayers best interest and removes budget flexibility from the Borough. The Borough does not deny that it has the financial ability to pay the proposal of the PBA but vigorously asserts that applicable case law specifically rejects the concept that a municipality should be forced to adopt a proposal merely because it can raise the necessary money. The Borough points out that the case law also specifically rejects placing a burden on the Borough to prove that it could not pay or afford demanded wage increases. [See Hilldsale P.B.A. Local 207 v. Borough of Hillsdale, 137 N.J. 71 (1994)]. In particular the Borough cites the opinion of the Court at page 86 which states:

[T]he arbitrator placed on Hillsdale the burden of proving a substantial detriment from the arbitrator's selection of the P.B.A.'s final offer. Section 16(g)(6), however, does not require a municipality to prove its financial inability to meet the other party's final offer. The statutory direction to consider the financial impact of the municipality demands more than answering the question whether the municipality can raise the money to pay the salary increase...[A]n award to police or fire departments necessarily affects other municipal employees and the entire municipal budget.

#### **Article XLIV - Work Schedules**

In addition to stressing that the evidence on salaries favors its proposal over that of the PBA, and that salary is a "core issue in dispute," the Borough places substantial significance on the issue of work hours and the work schedule. The Borough contends that the evidence supports its proposal to increase the number of work days added to the work schedule to 260 from 252. Charts on this issue have been submitted into evidence.

As a result of the negotiations and interest arbitration arising out of the last agreement, eight additional eight hour work days were added to the work schedule, thus increasing the number of work days from 244 to 252. In this proceeding, the Borough proposes an increase of eight additional work days which would increase the number of work days from 252 to 260.

The Borough focuses on comparisons with municipalities in Northwest Bergen County. The Borough references PBA Exhibit #1 containing a map of Northwest Bergen County which includes the communities of Allendale, Franklin Lakes, HoHoKus, Mahwah, Midland Park, Oakland, Ramsey, Ridgewood, Saddle River, Upper Saddle River and Waldwick. The Borough also joins the PBA in submitting the current roster of work schedules in Bergen County.

**Bergen County Police Schedules**

Allendale	7-2	6-2	7-4	8 Hours
Alpine	4-2	4-2	4-2	8 Hours
Bergenfield	4-2	5-2		8 Hours
Bogota	5-2	5-2	5-3	8 Hours
Carlstadt	5-2	5-3		8 Hours
Cliffside Park	4-2	4-3	4-2	8 Hours
Closter	2-2	3-2	2-3	12 Hours
Cresskill	4-2	4-2	4-2	8 Hours
Demarest	4-2	4-2	4-2	8 Hours
Dumont	6-3	6-3	6-3	8 Hours
East Rutherford	4-2	4-2	4-2	8 Hours
Edgewater	5-2	5-2	5-3	8 Hours
Elmwood Park	5-2	5-2	5-2	8 Hours
Emerson	5-3	5-3		8 Hours
Englewood Cliffs	4-3	4-2	4-2	8 Hours
Englewood	5-2	5-2	5-3	8 Hours
Fair Lawn	5-2	5-2	5-2	8 Hours
Fairview	4-2	4-3	4-4	8 Hours
Fort Lee	5-2	5-3		8 Hours
Franklin Lakes	5-2	5-2	4-3	8 Hours
Garfield	5-2	5-3		8 Hours
Glen Rock	4-2	4-2	4-2	8.5 Hours
Hackensack	4-4			11 Hours
Harrington Park	5-2	5-2	5-2	8 Hours
Hasbrook Heights	5-2	5-3		8 Hours
Hohokus	5-2	5-2	5-2	8 Hours
Leonia	4-2	4-2	4-2	8 Hours
Little Ferry	4-2	5-3		8 Hours
Lodi	5-2	5-2	5-2	8 Hours
Lyndhurst	5-2	5-3	5-2	8 Hours

Mahwah	3-2	2-3		12 Hours
Maywood	5-2	5-3		8 Hours
Midland Park	4-2	4-2	4-2	8 Hours
Montvale	4-2	4-2	4-2	8 Hours
Moonachie	5-2	5-3		8 Hours
New Milford	6-3	6-3	6-3	8 Hours
Northvale	4-2	4-2	4-2	8 Hours
Norwood	No set rotation			2080 Hours per year
Oakland	2-2	3-2		12 Hours
Old Tappan	5-2	5-3		8 Hours
Oradell	5-2	5-2	5-3	8 Hours
Palisades Park	4-2	4-2	4-2	8 Hours
Paramus	5-2	5-3	5-2	8 Hours
Park Ridge	4-2	4-2	4-2	8 Hours
<b>Ramsey</b>	<b>4-2</b>	<b>4-2</b>	<b>5-2</b>	<b>8 Hours</b>
Ridgefield	2-2	4-3	5-3	8 Hours
Ridgefield Park	4-2	4-2	4-2	8 Hours
Ridgewood	3-2	2-2	2-3	12 Hours
River Edge	5-2	5-2	5-2	8 Hours
Rochelle Park	5-2	5-2	5-3	8 Hours
Rutherford	5-2	5-3		8 Hours
Saddle Brook	6-3			8 Hours
Saddle River	5-2	5-2	5-3	8 Hours
Secaucus	4-2	4-2	4-2	8.5 Hours
Teaneck	6-3	6-3	6-3	8 Hours
Tenefly	5-2	5-2	5-2	8 Hours
Teterboro	Disbanded			
Upper Saddle River	7-2	7-3	6-3	8 Hours
Waldwick	7-2	7-3	6-3	8 Hours
Wallington	5-2	5-2	5-2	8 Hours
Washington Twp	5-2	5-3		8 Hours
Westwood	5-2	5-3		8 Hours

When the above data is joined with Borough Exhibit A-A, a work schedule sheet from the prior interest arbitration proceeding, the following information can be gleaned for the following Northwest Bergen County communities.

Town	Schedule	Hours Per Shift	Work Days
Allendale	7-2 6-2 7-4	8 Hours	261
Franklin Lakes	5-2 5-2 4-3	8 Hours	255
HoHoKus	5-2 5-2 5-2	8 Hours	260

Mahwah	3-2 2-3	12 Hours	261
Midland Park	4-2 4-2 4-2	8 Hours	243
Oakland	2-2 2-2 3-2	12 Hours	260
<b>Ramsey</b>	<b>4-2 4-2 5-2</b>	<b>8 Hours</b>	<b>252</b>
Ridgewood	3-2 2-2 2-3	12 Hours	273*
Saddle River	5-2 5-2 5-3	8 Hours	249
Upper Saddle River	7-2 7-3 6-2	8 Hours	264
Waldwick	7-2 7-3 6-3	8 Hours	270

\* The Borough's statement that Ridgewood has a schedule of 273 days is based upon the calculation of an eight hour equivalent based upon the twelve hour shift. There is no other reference in the record as to whether any of the other calculations for communities for twelve-hour shifts are based upon the eight hour equivalent.

The Borough points out that only three (Franklin Lakes, Midland Park and Saddle River) of these eleven communities have fewer work days than the Ramsey work schedule which reflects 252 work days. The Borough further states that even if its proposal to increase the work days to 260 was awarded, only four of these communities would have less than 260 work days, Ramsey would be tied with Oakland and HoHoKus, and six of these municipalities would have work schedules greater than Ramsey.

The Borough also notes that Franklin Lakes, Ridgewood and Saddle River all increased their work days as a result of their last agreements. The Borough asserts that many Bergen County municipalities, outside of the eleven listed above as Northwest Bergen municipalities, also recently increased their work hours or work days. These communities include Leonia, Glenn Rock, Oradel, Paramus, Wellington, Fair Lawn, Closter, Hackensack and Harrington Park.

## **Article V - Sick Leave**

In the last collective negotiations agreement, the number of sick days for officers hired before 1988 was modified from 22 ½ days to 20 days. In 1988, the parties agreed that newly hired officers would receive 15 sick days. The Borough proposes to reduce the maximum sick leave entitlement to 18 days effective January 1, 1999 to 17 days effective January 1, 2000 to 16 days effective January 1, 2001, and 15 days effective January 1, 2002. The Borough's objective is to phase in a reduction in the sick leave entitlement of patrolmen in the 20 day category to 15 days which is currently the maximum sick leave entitlement for patrolmen hired after 1988.

The Borough also references the PBA's proposal on sick leave which would reduce the sick leave entitlement from 20 days to 18 days effective January 1, 2000 and increase the number of days from 15 to 18 for junior officers effective January 1, 2002. The Borough brands the PBA's proposal as "cynical" and "bogus" because it believes that it is intended to eliminate the 15 day sick leave rule for patrolmen hired after 1988. The Borough asserts that the number of saved days under the PBA's proposal is unlikely to materialize because many of the officers subjected to the reduction of days from 20 to 18 are close to retirement and that ultimately the PBA's proposal would actually increase the number of sick days as the number of junior officers increase. Accordingly, the Borough contends that its proposal represents a genuine contract modification which should be accepted and that the PBA's proposal should be denied.

The Borough also proposes to modify Article V to require that patrolmen returning to duty after three sick days and/or workers compensation, be required to present a doctor's certification that would specifically state "officer is fit for full duty." The Borough asserts that this proposal is reasonable on its face and should be accepted.

#### **Article XI - Firearm Qualification**

Article XI currently provides that employees be paid for the propose of annual firearm qualification. The Borough contends that it is reasonable to modify this provision to provide that an officer be paid for the purpose of annual firearm qualification only if the officer is off duty and ordered in to qualify.

#### **Article XVII - Holidays**

The Borough states that Article XVII permits five days to be carried over for one year. The Borough asserts that it is reasonable to modify this provision to permit such carryover at the discretion of the Police Director.

### **Article XX - Incentive Days**

This provision provides an incentive to an employee to not take a sick day during various time intervals and be rewarded with an additional personal day off. The Borough proposes that the language "additional personal day" be modified to read "additional day."

### **Article XXVII, Section D - Recall**

This provision currently requires that notice be given to an employee personally, either in writing or by telephone, and that notice given by telephone to a member of the employee's family shall be deemed to be notice to the employee. The Borough proposes that language be included in this provision which would state that notice given to an answering machine also be deemed notice. The Borough asserts that such addition is common sense in this current age of electronic devices.

### **POSITION OF THE PBA**

#### **Duration**

The PBA agrees with the Borough that the new contract shall be for the term January 1, 1997 through December 31, 2002.



### **Article III - Salary and Salary Schedule**

The PBA proposes salary increases of 5% effective January 1, 1997, 5.25% effective January 1, 1998, 5.5% effective January 1, 1999, 5% effective January 1, 2000, 5.25% effective January 1, 2001 and 5.5% effective January 1, 2002. The PBA further proposes that an Academy step be added to the salary guide at \$5,000 less than the current starting rate as of that date. The Academy step would be paid for six months or for the duration of the training, whichever is less. The Academy would not apply to officers who have prior police experience.

The PBA initially asserts that it believes that its proposal is more reasonable than the Borough's because the Borough has demanded an additional eight work days. Although the Borough has not proposed to pay anything additional for the increase in work days, the PBA asserts that a 3.17% increase in the work year should warrant an increase of 3.17% additional in salary. The PBA opposes an increase in the number of work days but points to the fact that the Borough had offered \$2,000 for the same change in a prior arbitration.

The PBA points to the evidence it has submitted in departments which it believes represents Northwest Bergen County, and asserts that its proposal is closer to increases granted for this comparable group and that its relative standing would not dramatically change even if its proposal was awarded. The Borough disputes that some of the municipalities listed should be included as Northwest Bergen municipalities including Paramus. The PBA cites data it has

submitted concerning these municipalities which I have previously noted in the discussion concerning the Borough's salary proposal. The PBA believes that its proposal, rather than the Borough's should be awarded based upon this comparative analysis.

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1997</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
Paramus	\$74,744	\$77,584	\$80,687				
Franklin Lakes	\$69,370	\$71,972	\$74,851	\$77,470	\$80,182	\$83,389	\$86,516
Waldwick	\$68,247	\$71,700	\$74,568				
Upper Saddle Rv	\$67,198	\$69,846	\$72,597				
Wyckoff	\$66,594	\$69,191	\$72,166	\$75,269	\$78,581	\$82,117	
Saddle River	\$66,021	\$68,331	\$70,723				
Midland Park	\$65,477	\$67,605					
Glen Rock	\$65,430	\$68,211	\$71,110				
Allendale	\$64,865	\$67,135					
Hohokus	\$63,643	\$65,552	\$68,174	\$70,901	\$74,092	\$77,426	
Oakland	\$63,275	\$65,800					
Ridgewood	\$62,132	\$65,000					
Mahwah	\$69,864	\$72,659	\$75,565	\$78,587			
<b>Ramsey (Borough)</b>	<b>\$65,143</b>	<b>\$67,097</b>	<b>\$69,110</b>	<b>\$71,183</b>	<b>\$73,319</b>	<b>\$75,519</b>	
<b>Ramsey (PBA)</b>	<b>\$66,408</b>	<b>\$69,894</b>	<b>\$73,738</b>	<b>\$77,425</b>	<b>\$81,490</b>	<b>\$85,972</b>	

Ramsey 63,246 - 1996 Rate

The PBA contends that even if its 5% proposal is accepted for 1997, the top patrolman's salary would be \$66,409, only the sixth highest among the municipalities in the chart. It points to PBA Exhibit #7 reflecting its contention that wage increases for the entire county in 1997 is 4.32%, 4.16% in 1998 and 4.21% in 1999.

The PBA further contends that the Borough would achieve cost savings by the acceptance of the PBA's salary guide proposal and the PBA's proposal on sick leave entitlement.

The PBA contends that its proposal is compatible with the data concerning increases in the private sector and cites evidence (PBA Exhibit II-4) that New Jersey total personal income rose 4.9% between 1995 and 1996 and by 5.5% in Bergen County. The PBA notes that the economy is strong and that Bergen County has had rising property values, increased standard of living and is one of the wealthiest counties in the United States.

The PBA asserts that its proposal can be adopted without any interference whatsoever by the lawful authority of the Borough. Pointing to budget data in evidence, the PBA contends that its proposal can be funded without compelling the Borough to exceed its CAPs limitations. The PBA also asserts that its proposal would have less financial impact on the governing unit, its residents and taxpayers because the Borough's proposal (assuming that an award of additional work days requires dollar for dollar compensation) would require greater compensation than what the PBA has proposed. The PBA contends that the record does not reflect that its salary proposal would have any negative impact on the governing unit, its residents and/or its taxpayers.

The PBA argues that the data concerning increases in the cost of living should not be given substantial weight. The PBA acknowledges that cost of living considerations have traditionally been an integral part of collective bargaining but that this factor must be reviewed in historical context and points to time periods in which employees were routinely denied increases which were tied to the cost of living. The PBA further notes that the statute does not require employees to be given a salary increase equivalent to increases in the consumer price index.

#### **Article XXIX - Overtime Rate**

The PBA takes the position that the patrolmen have been unfairly treated in terms of overtime compensation because of an unfair system of calculating overtime. This system calculates an employee's hourly rate at 2080 hours even though the employee only works 2016 hours per year. The PBA asserts that this produces a 64 hour inequity and translates into a smaller rate of pay per hour, resulting in less overtime compensation being achieved. The PBA contends that there is no justification for a calculation based upon anything other than total hours worked and that the current system of calculation is not acceptable under the analysis of the Fair Labor Standards Act. The PBA submits the following analysis.

**Ramsey Police Department**  
**Overtime Calculation Analysis**

Total Hours Worked Per Year                      2016 Hours

Number of Hours Used By  
Borough to Calculate Hourly Rate                      2080 Hours

Inequity in Calculation Method                      64 Hours

Effect of Difference in Hourly Rate  
For an Officer Making \$70,000

\$70,000 divided by 2016 hours = \$34.72 per hour

\$70,000 divided by 2080 hours = \$33.65 per hour

Difference                      \$1.07 per hour for every hour of  
overtime worked by the officer

**Article XLIV - Work Schedule**

The PBA urges rejection of the Borough's proposal to increase the number of work days from 252 to 260. The work schedule is currently set forth in Article XLIV. This provision states the following:

- A. Effective as of January 1, 1996, the work schedule shall be increased to provide for an additional eight (8) days of patrol duty. The specific work schedule incorporating such additional work days shall be established by the Borough with consultation from the PBA. In connection therewith, all employees covered by this Agreement shall receive a salary increase of \$2,000.00 or a proportional increase based upon the number of additional work days, whichever is greater. That number

is reflected in the salary schedules contained in Article III of this Agreement.

- B. The new increased work schedule shall reflect 252 work days.

The PBA asserts that the Borough's position is "untenable" and "without any justification." The PBA believes that the Borough has not supported its proposal that the additional days are needed for operational reasons and that there has been no demonstration that it is necessary for the purposes of productivity or efficiency. Further, the PBA points to the hiring of additional patrolmen which it believes further weighs against adoption of the Borough's proposal. The PBA also points to the Borough's failure to offer additional compensation for the additional increase in the work year which it calculates as 3.17% (eight (8) additional days divided by 250 days equals 3.17%). The failure to offer additional compensation is contrasted with the last proceeding wherein additional compensation was offered by the Borough and awarded by an Interest Arbitrator. The PBA further asserts that the additional work days would have a devastating effect on employee morale. The PBA points to the comparability of evidence on work schedules which reflects that some departments do have more work days but many also have less and that the Ramsey work schedule is reasonable when all of the other evidence is considered.

#### **Article V - Sick Leave Entitlement**

The PBA proposes to equalize the amount of sick leave entitlement. Currently junior officers (14) receive 15 sick days. Junior officers are defined as

those hired after 1988. Those officers (21) hired before that date continue to receive 20 days. The PBA proposes to reduce that entitlement from 20 days to 18 days effective January 1, 2000 and to increase that entitlement from 15 days to 18 days for junior officers effective January 1, 2002. The PBA characterizes its proposal as a concession to the Borough which will result in the savings of many paid sick days.

### **DISCUSSION**

As stated above, I am required to issue an award based upon a reasonable determination of all issues in dispute after giving due weight to the statutory criteria which I judge relevant. If I deem any of the criteria irrelevant, the reasoning for such conclusion must be stated. The Borough and the PBA have comprehensively set forth their positions on the issues in dispute and have submitted testimony, evidence and argument on each statutory criterion to support their respective positions. The testimony, evidence and arguments have been carefully reviewed, considered, and weighed.

Initially, I note that several issues remain in dispute. One principle which is ordinarily and traditionally considered in the determination of wages, hours and conditions of employment through the bargaining process is that a party seeking such change bears the burden of showing the need for such modification. I apply that principle to the analysis of each issue in dispute.

There is merit in the Borough's proposal to require a doctor's note reading that the "officer is fit for full duty" after a return from three days sick leave and from worker's compensation leave. It is reasonable to require that a police officer be capable of performing the duties of his or her position upon returning to work. This would not preclude the Borough from placing a police officer on less than full duty in the event of a decision to do so.

I do not award the Borough's proposal or the PBA's proposal with respect to the modification of the existing schedule on sick leave entitlement. A differentiated schedule was implemented in 1988 and the number of police officers under the pre-1988 scheme has diminished and will continue to diminish until the maximum sick leave entitlement will be set at 15 days for all police officers. Under the PBA's proposal, the 1988 modification would be abolished and the sick leave entitlement would then increase by 20% for police officers hired post 1988. Based upon the above reasons, each proposal is denied.

The Borough's proposal with respect to firearms qualification is reasonable and is awarded. Patrolmen will continue to be paid if ordered to come in to qualify for annual firearms qualification when off duty.

Each party proposes a new contract duration from January 1, 1997 through December 31, 2002. Inasmuch as each party's position on duration



coincides, I award a new term of agreement from January 1, 1997 through December 31, 2002.

I note that each party has a proposal on college credit reimbursement. The PBA proposes that maximum reimbursement to be increased to the equivalent of Rutgers' University tuition. The Borough proposes that employees be reimbursed at the applicable rate per credit charged by Rutgers University. There is nothing in the record which would reflect a conflict with respect to these positions. Each party agrees that the reimbursement be increased. I award the language proposed by the Borough.

The Borough has proposed that the Police Director have the discretion to allow for five holidays to be carried over for one year. There is no language present in Article XVII covering the issue of carryover for holidays nor any evidence in the record in support of this particular proposal. Thus this proposal is denied.

The Borough proposes a modification to Article XX - Incentive Days. The proposal seeks to replace the language "additional personal day off" to "additional day off." Because this proposal does not alter the reward of days off for non-use of sick days, I award the proposal so long as the modification does not result in a diminishment of the right of an officer to take an incentive day off consistent with current practice.

The Borough has proposed that Article XXVII, Section D - Recall be modified to include the language "answering machine" as evidence of notice. The current language allows for notice to be given by telephone and that a member of an employee's family shall be deemed notice. Although the Borough's proposal appears to be nothing more than a clarification, the implementation of this language could give rise to a considerable number of disputes over whether, when and under what circumstances, a notice has been properly received. It would be reasonable to require that an answering machine be used for notice purposes under circumstances when an employee could foreseeably anticipate being at or near home or could reasonably anticipate being recalled for a municipal court appearance. The record does not reflect these circumstances, whether there are alternative means for notice to be given or whether there has ever been a circumstance when the Borough has had difficulty in contacting a police officer under the current provisions set forth in Section D. For these reasons the proposal is denied.

I now turn to the remaining issues in dispute including salary, salary schedules, work days and calculation of the overtime rate. The Borough and the PBA have placed substantial emphasis on the issues of salary and work days.

The effective date of this Agreement is January 1, 1997. At that time, the top patrolman's salary in Ramsey was set at the 1996 rate of \$63,246. The

Borough and the PBA have submitted extensive comparability data dealing with Bergen County as a whole or various sub-parts of the County. From my review of the entire record I conclude that the communities of Franklin Lakes, Waldwick, Upper Saddle River, Saddle River, Allendale, HoHoKus, Oakland, Ridgewood and Mahwah are the most relevant for comparability purposes. Going into 1997 the municipalities of Franklin Lakes, Waldwick, Upper Saddle River, Saddle River and Mahwah had higher top patrolman's salary while Allendale, HoHoKus, Oakland, and Ridgewood had lower. The salary increases in these communities in 1997 did not go up in lockstep fashion. The increase range was from a low of 3.3% in HoHoKus to a high of 5.06% in Waldwick. Franklin Lakes and Allendale received raises of 3.75%. When all of the data in these communities is analyzed including equalized tax rates, total evaluations, and collective negotiations agreements in law enforcement including salaries and benefits the rate increases received in Franklin Lakes and Allendale in 1997 justify a similar increase in Ramsey. Thus I award an increase of 3.75% in 1997. This adjustment would yield the following increase in relation to the salaries in the comparable communities.

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1997</b>
Mahwah	\$69,864
Franklin Lakes	\$69,370
Waldwick	\$68,247
Upper Saddle Rv	\$67,198
Saddle River	\$66,021
<b>Ramsey</b>	<b>\$65,617</b>

Allendale	\$64,865
Hohokus	\$63,643
Oakland	\$63,275
Ridgewood	\$62,132

In 1998 the salary increases in these communities also did not increase in lockstep fashion. They range from a low of 3.0% in Ho-Ho-Kus to a high of 5.05% in Waldwick. I also award an increase of 3.75% in 1998. This adjustment yields the following salary increase in relation to the salaries in comparable communities.

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1997</b>	<b>1998</b>	<b>1998</b>
Mahwah	\$69,864	4.00%	\$72,659
Franklin Lakes	\$69,370	3.75%	\$71,972
Waldwick	\$68,247	5.05%	\$71,700
Upper Saddle Rv	\$67,198	3.94%	\$69,846
Saddle River	\$66,021	3.50%	\$68,331
<b>Ramsey</b>	<b>\$65,617</b>	<b>3.75%</b>	<b>\$68,077</b>
Allendale	\$64,865	3.50%	\$67,135
Hohokus	\$63,643	3.00%	\$65,552
Oakland	\$63,275	4.00%	\$65,800
Ridgewood	\$62,132	4.60%	\$65,000

In 1999 not all of the aforementioned municipalities had completed their negotiations at the time that this record was developed. An increase in 1999 in Ramsey of 4.0% is consistent with the salary increases in the aforementioned municipalities and is hereby awarded. This adjustment would yield the following increase in relation to the salaries in the comparable communities.

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1997</b>	<b>1998</b>	<b>1998</b>	<b>1999</b>	<b>1999</b>
Mahwah	\$69,864	4.00%	\$72,659	4.0%	\$75,565
Franklin Lakes	\$69,370	3.75%	\$71,972	4.0%	\$74,851
Waldwick	\$68,247	5.05%	\$71,700	4.0%	\$74,568
Upper Saddle Rv	\$67,198	3.94%	\$69,846	3.94%	\$72,597
Saddle River	\$66,021	3.50%	\$68,331	3.50	\$70,723
<b>Ramsey</b>	<b>\$65,617</b>	<b>3.75%</b>	<b>\$68,077</b>	<b>4.0%</b>	<b>\$70,800</b>
Allendale	\$64,865	3.50%	\$67,135		
Hohokus	\$63,643	3.00%	\$65,552	4.0%	\$68,174
Oakland	\$63,275	4.00%	\$65,800		
Ridgewood	\$62,132	4.60%	\$65,000		

In 2000, once again, not all of the aforementioned municipalities had completed their negotiations at the time that this record was developed. An increase in 2000 in Ramsey of 3.90% is reasonable and will not disturb their relative salary relationships with those in the aforementioned municipalities and is hereby awarded. This adjustment would yield the following increase in relation to the salaries in the comparable communities.

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1997</b>	<b>1998</b>	<b>1998</b>	<b>1999</b>	<b>1999</b>	<b>2000</b>	<b>2000</b>
Mahwah	\$69,864	4.00%	\$72,659	4.0%	\$75,565	4.0%	\$78,587
Franklin Lakes	\$69,370	3.75%	\$71,972	4.0%	\$74,851	3.90%	\$77,470
Waldwick	\$68,247	5.05%	\$71,700	4.0%	\$74,568		
Upper Saddle Rv	\$67,198	3.94%	\$69,846	3.94%	\$72,597	3.94%	\$75,457
Saddle River	\$66,021	3.50%	\$68,331	3.50	\$70,723		
<b>Ramsey</b>	<b>\$65,617</b>	<b>3.75%</b>	<b>\$68,077</b>	<b>4.0%</b>	<b>\$70,800</b>	<b>3.90%</b>	<b>\$73,561</b>
Allendale	\$64,865	3.50%	\$67,135				
Hohokus	\$63,643	3.00%	\$65,552	4.0%	\$68,174	4.0%	\$70,901
Oakland	\$63,275	4.00%	\$65,800				
Ridgewood	\$62,132	4.60%	\$65,000				

In 2001, fewer of the aforementioned municipalities had completed their negotiations at the time that this record was developed. An increase in 2001 in Ramsey of 3.75% is reasonable and will not disturb their relative salary relationships with those in the aforementioned municipalities and is hereby awarded. This adjustment would yield the following increase in relation to the salaries in the comparable communities.

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1998</b>	<b>1998</b>	<b>1999</b>	<b>1999</b>	<b>2000</b>	<b>2000</b>	<b>2001</b>	<b>2001</b>
Mahwah	4.00%	\$72,659	4.0%	\$75,565	4.0%	\$78,587		
Franklin Lakes	3.75%	\$71,972	4.0%	\$74,851	3.90%	\$77,470	3.50%	\$80,182
Waldwick	5.05%	\$71,700	4.0%	\$74,568				
Upper Saddle Rv	3.94%	\$69,846	3.94%	\$72,597	3.94%	\$75,457		
Saddle River	3.50%	\$68,331	3.50	\$70,723				
<b>Ramsey</b>	<b>3.75%</b>	<b>\$68,077</b>	<b>4.0%</b>	<b>\$70,800</b>	<b>3.90%</b>	<b>\$73,561</b>	<b>3.75%</b>	<b>\$76,319</b>
Allendale	3.50%	\$67,135						
Hohokus	3.00%	\$65,552	4.0%	\$68,174	4.0%	\$70,901	4.50%	\$74,092
Oakland	4.00%	\$65,800						
Ridgewood	4.60%	\$65,000						

In 2002, only Franklin Lakes and HoHoKus had completed their negotiations at the time that this record was developed. An increase in 2002 in Ramsey of 4.0% is equivalent to that of Franklin Lakes, but lower than HoHoKus. HoHoKus, however, earned more than \$2,000 less than Ramsey in 2001 and received lower percentage increases during the early portions of this Agreement.

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1999</b>	<b>1999</b>	<b>2000</b>	<b>2000</b>	<b>2001</b>	<b>2001</b>	<b>2002</b>	<b>2002</b>
Mahwah	4.0%	\$75,565	4.0%	\$78,587				
Franklin Lakes	4.0%	\$74,851	3.90%	\$77,470	3.50%	\$80,182	4.0%	\$83,389
Waldwick	4.0%	\$74,568						
Upper Saddle Rv	3.94%	\$72,597	3.94%	\$75,457				
Saddle River	3.50	\$70,723						
<b>Ramsey</b>	<b>4.0%</b>	<b>\$70,800</b>	<b>3.90%</b>	<b>\$73,561</b>	<b>3.75%</b>	<b>\$76,319</b>	<b>4.0%</b>	<b>\$79,371</b>
Allendale								
Hohokus	4.0%	\$68,174	4.0%	\$70,901	4.50%	\$74,092	4.5%	\$77,426
Oakland								
Ridgewood								

The salary increases awarded above represent an increase 23.15% over 6 years averaging 3.86%. These increases cannot be computed to the precise dollar because of hiring, turnover and differentiated levels of salaries including that of superior officers. A substantially accurate cost can be estimated by placing 35 police officers at top patrolman's salary. Based upon this estimate, the net annual cost would be \$83,905 in 1997, \$86,100 in 1998, \$95,305 in 1999, \$96,635 in 2000, \$96,390 in 2001, and \$108,010 in 2002. Thus the annual cost of the Award is approximately .65 of a tax point assuming that no other budgetary funds are allotted towards the cost of the Award.

In addition to salary, the Borough and the PBA each consider the work day issue to be a significant or core issue. The Borough is emphatic in its pursuit of a 260 day work schedule of 5 - 8 hour days on duty and 2 days off. The PBA is emphatic in rejecting the Borough's proposal and seeks to preserve the existing number of work days which number 252 and are worked on 8 hour shifts

contained in a cycle of 4 days on 2 days off, 4 days on 2 days off, and 5 days on 2 days off. The parties' positions on this issue have already been fully set forth and need not be summarized here.

I am convinced that this issue cannot be treated in a vacuum. It is not a simple abstract issue of whether these police officers should work more days or less days. This issue cannot be treated in such a simple manner. I am required to apply the statutory criteria and to make a reasonable determination of all issues in dispute and such resolution must be reviewed and analyzed as a package or a totality. There are many relevant factors which must be considered in assessing whether the number of work days should be modified. These factors include the following:

- (1) Does the overall amount of paid time off including vacations, holidays, sick days, personal days and other paid time off currently received present a relevant factor in assessing whether the number of work days should be adjusted?
- (2) To what extent is the relationship between salary and the number of work days altered by maintaining the number of work days at 252 or by adjusting the number of work days upwards to a maximum of 260?
- (3) What weight should be given to the salaries and work days/work schedules which exist in comparable communities in assessing the issues of salary and work days/work schedules in the Borough of Ramsey?
- (4) Is there a reasonable basis for a 260 day, 8 hours a day work year?



I will now apply these factors to the arguments and evidence submitted by the parties.

**DOES THE OVERALL AMOUNT OF PAID TIME OFF INCLUDING VACATIONS, HOLIDAYS, SICK DAYS, PERSONAL DAYS AND OTHER PAID TIME OFF CURRENTLY RECEIVED PRESENT A RELEVANT FACTOR IN ASSESSING WHETHER THE NUMBER OF WORK DAYS SHOULD BE ADJUSTED?**

The Borough asserts that the additional work days will not adversely affect the police officers because, among other things, the Agreement provides for a substantial amount of paid time off. The Borough cites paid time off the Agreement provides including 5 personal days, 20 or 15 sick days, depending upon date of hire, up to 27 vacation days, 14 paid holidays and up to 3 incentive days if no sick days are taken. The Borough believes that a 2080 hour work year is a reasonable expectation given this amount of paid time off. The PBA acknowledges these levels of benefits, but asserts that granting the Borough's proposal for additional work days would require more compensation and exaggerate the level of overall compensation including the value of paid time off.

**TO WHAT EXTENT IS THE RELATIONSHIP BETWEEN SALARY AND THE NUMBER OF WORK DAYS ALTERED BY MAINTAINING THE NUMBER OF WORK DAYS AT 252 OR BY ADJUSTING THE NUMBER OF WORK DAYS UPWARDS TO A MAXIMUM OF 260?**

The Borough proposes no additional salary increase for the additional days beyond the 3% annual increases it has proposed. The PBA, while urging rejection of the Borough's proposal, believes that the only possible way to justify

awarding the additional work days is to pay additional salary to the police officers who work them. The PBA refers to the last arbitration proceeding in which the Borough proposed, and the arbitrator awarded, additional compensation as consideration for the additional work days. That award provided for an additional 64 hours work annually, but also adjusted the patrolman maximum base pay by more than \$2,000 annually in addition to the across the board raises.

**WHAT WEIGHT SHOULD BE GIVEN TO THE SALARIES AND WORK DAYS/WORK SCHEDULES WHICH EXIST IN COMPARABLE COMMUNITIES IN ASSESSING THE ISSUES OF SALARY AND WORK DAYS/WORK SCHEDULES IN THE BOROUGH OF RAMSEY?**

On the issue of salary and work schedules both the Borough and the PBA rely heavily upon salaries received in Northwest Bergen County municipalities. Although the parties do not completely agree upon which municipalities are more comparable, their positions generally coincide in that municipalities in Northwest Bergen County are the most relevant for comparison purposes with the Borough of Ramsey. Among the communities cited, I have already concluded that the communities of Franklin Lakes, Waldwick, Upper Saddle River, Saddle River, Allendale, HoHoKus, Oakland, Ridgewood and Mahwah are the most relevant for comparability purposes. The record reflects that among these communities, Franklin Lakes , Waldwick, Upper Saddle River, Allendale, HoHoKus, Oakland, Ridgewood, and Mahwah all have a greater number of work days or work hours while only Saddle River has less. With respect to salary, the Ramsey salary at patrolman maximum for 1997 (the first year of this new Agreement) at \$65,617 is

higher than Allendale, HoHoKus, Oakland and Ridgewood, but lower than Franklin Lakes, Waldwick, Upper Saddle River, Saddle River and Mahwah. Based upon these facts, the Borough asserts that it is reasonable for the work hours in Ramsey to be adjusted upward to provide for a more comparable relationship between salary and work days in relationship to these comparable communities. The PBA, on the other hand, strongly argues for a status quo in the number of work days and cites the increased costs associated with adjusting them on an upward basis.

**IS THERE A REASONABLE AND RATIONAL BASIS FOR A 260 DAY, 8 HOURS A DAY WORK YEAR?**

The PBA asserts that the Borough offered insufficient evidence that the additional work days are operationally needed for purposes such as manpower, productivity or efficiency. The PBA further asserts that the current schedule of 252 work days is neither unusual or extravagant in relation to comparable departments. The PBA also advances another reason for denial; namely, that the Borough must provide additional compensation for the days, thereby increasing the cost of a settlement or an award.

The Borough contends that its proposal is reasonable and rational. It notes that the 260 days per year would correspond to a normal and traditionally accepted work year of 2080 hours. The Borough also points to recent agreements in many Northwest Bergen municipalities which have provided for an

increase in the number of work days or work hours, including Saddle River and Ridgewood, and other Bergen County municipalities such as Leonia, Glen Rock, Fair Lawn, Closter, Hackensack, River Edge and Harrington Park. The Borough also contends that the current 252 day schedule is outdated and insubstantial in light of the salary and benefits received by the Ramsey police officers.

Based upon all of the above, and the entire record of this proceeding, I conclude that a phase in of a 2080 hour, 260-day work schedule is not unreasonable when measured against the adjusted terms of the PBA Agreement and its overall terms, including a comparison of the number of work hours and work days in relation to work hours, work days and salaries in the comparable communities, and a comparison of paid time off in these communities. I also conclude that separate and additional compensation should accompany the increase in the number of work hours and work days at the time which they are implemented. I do not order the Borough to implement the additional time and will leave such decision to its discretion which shall be limited only by the terms of this Award with respect to the timing of implementation and the amount and timing of compensation to accompany the implementation. I conclude that the additional 64 hours be phased in on two separate dates in equal portions of 32 hours or 4 days each. The first date of implementation would occur on January 1, 2001 and the second on December 31, 2002.

The PBA's contention that additional compensation should accompany any increase in work days has merit. Such adjustment was provided when the last increase was implemented and the Borough recognized at that time that a compensation adjustment was warranted. In the event that the additional days are implemented, I award a compensation adjustment of 1.33% of base on the date that each implementation occurs. The initial adjustment shall read:

<u>Work Days</u>	<u>January 1, 2001 Base Salary</u>	<u>Adjusted Base Salary</u>
256	\$76,319	\$77,334

The adjusted base salary of \$77,334 would become the new base salary for the calculation of the 4.0% increase on January 1, 2002. The January 1, 2002 base would then be set at \$80,427. The implementation of the additional 32 hours, or 4 days on December 31, 2002, would require another compensation adjustment of 1.33% of base. The December 31, 2002 base would then be set at \$81,496. The status quo for the next agreement commencing January 1, 2003 would reflect top patrolman's salary of \$81,496 and a 2080 hours and 260 day work year.

<u>Work Days</u>	<u>December 31, 2002 Base Salary</u>	<u>Adjusted Base Salary</u>
260	\$80,427	\$81,496

In the event that the additional days are implemented, the adjusted salaries in Ramsey relative to the comparable communities would read as follows.

**Northwestern Bergen County Municipalities  
Top Patrolman's Salary**

<b>Town</b>	<b>1999</b>	<b>1999</b>	<b>2000</b>	<b>2000</b>	<b>2001</b>	<b>2001</b>	<b>2002</b>	<b>2002</b>
Mahwah	4.0%	\$75,565	4.0%	\$78,587				
Franklin Lakes	4.0%	\$74,851	3.90%	\$77,470	3.50%	\$80,182	4.0%	\$83,389
Waldwick	4.0%	\$74,568						
Upper Saddle Rv	3.94%	\$72,597	3.94%	\$75,457				
Saddle River	3.50	\$70,723						
<b>Ramsey</b>	<b>4.0%</b>	<b>\$70,800</b>	<b>3.90%</b>	<b>\$73,561</b>	<b>3.75%</b>	<b>\$76,319</b>	<b>4.0%</b>	<b>\$80,427</b>
<b>Ramsey adjusted</b>	-					<b>\$77,334*</b>		<b>\$81,496**</b>
Allendale								
Hohokus	4.0%	\$68,174	4.0%	\$70,901	4.50%	\$74,092	4.5%	\$77,426
Oakland								
Ridgewood								

\*Effective January 1, 2001

\*\*Effective December 31, 2002

In the event that the Borough implements the adjusted work year and adjusted salaries, an equitable relationship between the two would be maintained. The additional compensation for the additional work time will promote the continuity and stability of employment by enhancing salary and the compensation components of the Agreement which are positively impacted when base salary is increased. The 260 8-hour work days would equate to that of HoHoKus and the salary adjustments as consideration for the increased work days would yield a top patrolman's salary substantially more than HoHoKus and Allendale for comparable work years. Although Franklin Lakes will have fewer

work days, the Agreement in Ramsey compares favorably with Franklin Lakes when the number of steps, base salaries, longevity, and paid time off are taken into consideration. The salary relationship between Ramsey and the comparable communities will be enhanced by virtue of the adjusted base salaries which at \$81,496 calculates to 28.8% above the patrolman's max at the expiration of the prior agreement. Although the additional work days have an impact on days off, the existing agreement ranks at or near the top of the comparable communities in providing for substantial paid time off, thereby representing a reasonable balance between work time and other paid time off. The interest and welfare of the public will also be enhanced by providing an additional police presence in the community which represents value to the taxpayers in return for the increases in base salary.

N.J.S.A. 34:13A-16g requires application of several factors which require an inquiry into the financial status of the Borough and the financial impact of the terms of this Award. These include the interests and welfare of the public [g(1)], the lawful authority of the employer [g(5)] and the financial impact on the governing unit, its residents and taxpayers [g(6)].

The terms of the Award are clearly within the lawful authority of the Borough. The Borough's 1998 budget [P Ex. #23] has established a CAP level at 2.5%. The Borough has declined to appropriate an additional 2.5% which would be allowable under P.L. 1976 c. 68 (C.40A:4-45 et seq.) The total allowable

appropriations in the 1998 budget are \$10,534,157.90. The actual appropriations (Budget Sheet #19) were estimated at \$10,383,125, \$151,000 below CAP.

The record reflects that the Borough is in excellent financial health. The 1996 Annual Financial Statement [P Ex. #24] reflected a surplus of \$4,137,507 and the 1997 Annual Financial Statement [P Ex. #25] reflected a surplus of \$3,602,852. The results of operations in those years (AFS Sheet #19) reflects that the Borough has had the ability to annually generate surplus funds. These statements also reflect an excellent tax collection rate of 98.60% in 1996 and 98.78% in 1997, well above the tax collection rate used in the 1998 budget which was set at 94%. Favorable financial impact has resulted from achieving a tax collecting rate above estimate.

The financial data also reflects that the municipality has succeeded in maintaining a flat tax rate. Although the total tax levy increased from 2.62 in 1997 to 2.73 in 1998, this increase has resulted in an increase in the school tax. The municipal tax rate has remained basically flat at a rate of 0.692 in 1997 to 0.708 in 1998.

Based upon all of the above, I conclude that the terms of this Award will not adversely impact upon the financial health of the governing unit, its residents and taxpayers. This, however, does not cause an Award consistent with the terms of the PBA's last offer because factors other than ability to pay must be



considered and because the Borough has correctly pointed out that the Hillsdale decision of the New Jersey Supreme Court does not allow for a result to be awarded merely because a public employer has an ability to pay or has not proven an inability to pay. While the Borough is financially healthy, the admonition of the Court weighs heavily against awarding the proposal of the PBA which seeks to raise the top patrolman's salary to \$85,972 based in substantial part on the Borough's ability to pay.

I have placed substantial weight on the comparability data submitted by the Borough and the PBA in fashioning the terms of this award. The issues of salary and work days were heavily addressed by the Borough and the PBA in terms of the relationships between the Borough and communities in Northwest Bergen County. The relative relationships between the Borough and the comparable communities will be preserved by the terms of this award and the salary position of the Borough's police officers will be enhanced by virtue of the 23.15% increase over six years, accompanied by an additional increase of 2.66% in the event that the Borough exercises its discretion to implement the increase in work days pursuant to the terms of the award.

The interest and welfare of the public have also been considered. These interests will be preserved by salary adjustments which maintain the relative standing of its police officers among comparable communities and are within its lawful authority and ability to pay without adversely affecting the interests of the

governing body or the taxpayers. The terms of the award will also provide for an additional police presence in the Borough by virtue of an additional 2240 hours being worked annually by the 35 police officers. The salary increases herein are also reflected by the demonstrated increased productivity of the work force.

As required by statute, I have also considered the overall compensation presently being received, including salary and paid time off. The amount of paid time off in the form of vacations, holidays, sick time, personal leave and incentive leave have not been altered by the terms of the award and a reasonable balance between salary and the number of work days has been maintained by providing salary adjustments for the additional work time. The overall terms of the agreement will promote, and not adversely affect, the continuity and stability of employment of the Borough's police officers.

The terms of the Award are consistent with the private sector wage data submitted into the record. According to the New Jersey Department of Labor report showing changes in the average wages of private sector jobs covered under the state's unemployment insurance system, comparing wages between 1995 and 1996, the following data is reflected. The overall percentage statewide change was 4.3% and 3.6% in the County of Bergen. When state, local and federal government figures are added to the private sector data an overall increase of 4.0% is reflected. These figures have been calculated on average salaries which are substantially less than that received by Ramsey police officers

but generally reflect that the increase awarded herein falls within the range of consistency with all of this data.

The data for 1996 and 1997 also reflect compatibility with the wage increases which have been awarded herein. The data reflects an increase in total private sector wages of 4.76% while total government increases were averaged at 3.0%. The Bergen County increase in private sector wages was higher at 5.0% but, again, were computed on salaries substantially less than that received by Ramsey police officers.

I have also considered the data submitted with respect to the cost of living. This factor favors the salary proposal of the Borough although for reasons stated in this award, has been given less weight than the data on comparability with respect to salary and work days in law enforcement within the County of Bergen. The evidence submitted by the Borough does weigh heavily against the 31% increase sought by the PBA and has been factored into the terms of the award. I note that the private sector data, the comparability data and the proposals of both parties are at a level above the annual increases in the cost of living which occurred during the duration of this award.

A disputed issue in this proceeding concerns the overtime calculation rate. It is now calculated on the basis of 2080 hours. The PBA seeks a recalculation based on 2016 hours, the number of hours currently worked. I do not award a

change in the calculation of the overtime rate. In the event that the Borough decides to set the work hours at 2048 on January 1, 2001 and 2080 on December 31, 2002, the calculation will remain at 2080 and the dispute will be rendered moot at that time. If the work hours remain at a level less than 2080, the formula for calculation shall remain as presently provided for by current practice.

A remaining issue deals with the structure of the salary schedule. The existing schedule currently provides for a starting rate followed by an additional 6 steps. The Borough seeks 2 additional steps, while the PBA opposes a probationary or academy step. Given the level of salary increases provided for by the terms of this award, one additional step on the salary schedule is justified, especially in light of the \$14,000 gap between Step B and Patrolmen (2<sup>nd</sup>). An additional step set in equidistant fashion between these two steps will still provide for substantial increases without unduly extending the salary schedule and will also provide for future cost offsets to the Borough. I award this step effective with the date of this award, but applicable to employees hired after the date of this award. Existing employees will remain unaffected by this new salary schedule.

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

**AWARD**

1. **Duration**

There shall be a six-year agreement effective January 1, 1997 through December 31, 2002

2. **Article III - Salary**

The salary schedules set forth in Article III shall be adjusted by the following percentage increases at each step and shall be retroactive to the dates provided for herein.

January 1, 1997	-	3.75%
January 1, 1998	-	3.75%
January 1, 1999	-	4.00%
January 1, 2000	-	3.90%
January 1, 2001	-	3.75%
January 1, 2002	-	4.00%

Effective on the date of this award a new salary schedule shall be applicable to employees hired after the date of this award to provide for an additional step between Step B and Patrolmen (2<sup>nd</sup>). The additional step shall be set in equidistant fashion between these two steps. Existing employees will remain unaffected by this new salary schedule.

3. **Article XI - Overtime Rate**

The calculation of the overtime rate shall remain unchanged.

4. **Article XLIV - Work Schedule**

The Borough, at its discretion, may modify the number of 8-hour work days from 252 to 256 effective January 1, 2001 and from 256 to 260 on December 31, 2002. In the event the Borough implements one or both of these modifications, each modification shall be accompanied by an increase of 1.33% on each step of the salary schedule. The Borough's discretion to make these modifications shall cease on January 1, 2003. In the event that one or both of these modifications are made on the dates set forth herein, any such implementation may not be unilaterally withdrawn.

5. **Article XII - College Credit Reimbursement**

Employees shall be reimbursed by the Borough for the cost of such course of study at the applicable rate per credit charged by Rutgers, the University of New Jersey.

6. **Article V - Sick Leave**

Article V shall be modified to read that a doctor's note should reflect that "an officer is fit for full duty" upon returning to work after three days of sick leave and/or worker's compensation leave. This would not preclude the

Borough from exercising its discretion to place a police officer on less than full duty in the event that it decides to do so. The remainder of the parties' proposals on sick leave are denied.

7. **Article XI - Firearms Qualification**

The employees shall be paid for the purpose of Annual Firearms Qualifications only if the officer is off duty and ordered in to qualify.

8. **Article XVII - Holidays**

This proposal is denied.

9. **Article XX - Incentive Days**

The wording shall read "1 additional day off" rather than "additional personal day off."

10. **Article XXVII - Recall for Municipal Court**

This proposal is denied.

11. **General**


All proposals by the Borough and the PBA not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those which are modified by the terms of this Award.

Dated: February 18, 2000  
Sea Girt, New Jersey

  
James W. Mastriani

State of New Jersey    }  
County of Monmouth   }ss:

On this 18<sup>th</sup> day of February, 2000, 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

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