

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

Case No: IA-2024-009

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In the Matter of the Interest Arbitration between:

COUNTY OF ESSEX,

PUBLIC EMPLOYER

And

PBA, LOCAL 183A – SUPERIOR OFFICERS

EMPLOYEE ORGANIZATION

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INTEREST ARBITRATION  
DECISION AND AWARD

BEFORE: Ira Cure, Esq.  
Interest Arbitrator

APPEARANCES

For the Employee Organization:  
Valerie Palma Deluisi, Esq.  
Nicholas J. Palma, Esq. Valerie  
Palma DeLuisi, Esq. & Associates

For the Public Employer:  
Angelo J. Genova, Esq.  
Joseph M. Hannon, Esq.  
Sydney M. Schubert, Esq.  
Genova Burns LLC

## I. PROCEDURAL BACKGROUND

On February 20, 2024, the PBA Local 183A (“Local 183A” or “Union”) filed a Petition to Initiate Compulsory Interest Arbitration (“Petition”) with New Jersey’s Public Employment Relations Commission (“PERC”). By filing the Petition, Local 183A asked PERC to appoint an interest arbitrator pursuant to the Police and Fire Interest Arbitration Reform Act, *N.J.S.A. 34:13-16(e)(1)* and to issue an Award concerning a successor collective negotiation agreement or “CNA” with the County of Essex (“County”). On March 26, 2024, I was appointed to serve as interest arbitrator. This proceeding bears index number IA-2024-009.

As will be discussed below, Local 183A represents Superior Officers employed by the County’s Sheriff’s Department holding the ranks of Sergeant, Lieutenant, and Captain. Previously on March 19, 2024, I was also assigned to be the interest arbitrator to issue an Award concerning a successor CNA between the County and PBA Local 183. (“Local 183” or “Rank-and-File Unit”). Local 183 represents the Rank-and-File officers employed by the County’s Sheriff’s Department. That proceeding bears index number IA-2024-008. Because the issues underlying both petitions are intertwined with the parties’ agreement, the matters were consolidated for hearing. It was agreed that separate awards would issue, and that both awards would be due on June 24, 2024. Except where noted, this document concerns the Superior Officers’ petition IA-2024-009.

Pursuant to *N.J.S.A. 34:13-16(b)(3)*, on April 15, 2024, I conducted a mediation session with the parties in order to “effect a voluntary resolution of the impasse.” At the conclusion of the mediation session, it was determined that the impasse should proceed to interest arbitration. On April 26, 2024, the parties exchanged final offers. I conducted

hearings on May 6, 2024, and May 21, 2024. The hearings were conducted at the Essex County Hall of Records at 465 Dr. Martin Luther King Jr. Boulevard, Newark, New Jersey.

The Union offered the testimony of: (1) Sergeant Michael Capodanno a Vice-President of Local 183A. ("Capodanno"); (2) Officer Robert Slater, President of Local 183 ("Slater"); (3) Union Expert Timothy Piotrowski, a member of the accounting firm of Petrucelli, Piotrowski and Company ("Piotrowski"); and (4) Captain Edward Esposito, President of Local 183A ("Esposito"). The County offered the testimony of: (1) the County's Director of Administration and Finance – Treasurer Hossam Mohamed ("Mohamed"); 2) Chief of the Sheriff's Department James Spango ("Spango"); and 3) County Administrator Robert Jackson ("Jackson").

Valerie Palma Deluisi, Esq., of the firm Nicholas J. Palma, Esq., and Valerie Palma Deluisi, Esq. and Associates represented the Union. Angelo J. Genova, Esq. Joseph M. Hannon, Esq. and Sydney M. Schubert, Esq., of the firm of Genova Burns, LLC represented the County.

Both parties were afforded a full opportunity to examine and cross-examine witnesses, submit evidence, and present arguments in support of their respective positions. Both parties submitted briefs on June 5, 2024, and the record was closed at that time. The evidence adduced and the positions and arguments set forth by the parties have been fully considered in the preparation and issuance of this Interest Arbitration Decision and Award. ("Award").

## II. PROPOSALS

### A. FINAL UNION PROPOSALS

The Union's final offer is summarized as follows.

PBA Local 183A made the following final offer to the County:

1. Term: 2 years, from January 1, 2018 to December 31, 2019.
2. Wages:
  - a. 2018 – 2.1%
  - b. 2019 – 2.2%
  - c. All increases being retroactive to January 1 of each year applying to all steps and ranks to all members covered by the collective bargaining agreement during this term.
  - d. Night Differential: PBA Local 183A offered an increase in 2019 of the "Night Differential" pay from \$0.175 per hour to \$0.475 per hour, which is an increase of \$0.30 per hour.

### B. FINAL COUNTY PROPOSALS

The County's Final Offer (E34) is summarized as follows.

1. Term: Six years, from January 1, 2018 through December 31, 2023.
2. Wages: the County offered the following wage "increases" effective January 1 of each calendar year for current active or former members who retired from the County in good standing:

2018	0%
2019	0%
2020	0%
2021	0%
2022	0%
2023	1.70%

3. Health Insurance: Effective January 1, 2017, the County (unilaterally and without negotiation with the Unions) switched to the State Health Benefits Program. The County would like to alter the Collective Negotiations Agreement to effectuate this change. Additionally, the County would like to set Chapter 78 contributions to remain unchanged at Tier 4 levels.

The County revised its Final Offer and submitted the same on May 20, 2024. See Employer Ex. 35. That offer only altered the Term and Wages offered to PBA Local 183A. The Health Insurance offer remained the same. The duration of the offered CNA is six (6) years, with the following wage increases:

2018	0%
2019	0%
2020	0.74%
2021	2.0%
2022	2.0%
2023	2.0%

**Health Insurance.** Effective January 1, 2017, the County switched to the State Health Benefits Program. The language necessary to effect this change shall be made to the Collective Negotiations Agreement. Chapter 78 contributions remain unchanged at Tier 4 levels as set by P.L. 2011, c.78.

### III. STIPULATIONS OF THE PARTIES

The parties did not enter into any formal stipulations concerning the contents for the successor CNA.

### IV. STATUTORY CRITERIA

In rendering my Award, I am bound to apply the criteria set forth at *N.J.S.A. 34:13-16(g)* which provides:

The arbitrator shall decide the dispute based on a reasonable determination of the issues giving due weight to those factors listed below that are judged relevant for the resolution of the specific dispute. In the award, the arbitrator or panel of arbitrators shall indicate which of the factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor; provided, however, that in every interest arbitration proceeding the parties shall introduce evidence regarding the factor set forth in paragraph (6) of this subsection and the arbitrator shall analyze and consider the factor set forth in paragraph (6) of this subsection in any award:

- (1) The interests and welfare of the public. Among the items the arbitrator 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, that each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.
  - (d) In comparative private employment.
  - (e) In public and private employment in general
- (3) The overall compensation presently received by the employees, inclusive of direct wages, salary, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.
- (4) Stipulations of the parties.
- (5) The lawful authority of the employer. Among the items the arbitrator shall assess when considering this factor are the limitations imposed upon the employer by P.L.1976, c.68 (C. 40A:4-45.1 et seq.).
- (6) The financial impact on the governing unit, its residents, the limitations imposed upon the local unit's property tax levy pursuant to section 10 of P.L.2007, c. 62 (C.40A:4-45.45), and taxpayers. When considering this factor in a dispute in which the public employer is a county or a municipality, the arbitrator or panel of arbitrators shall take into account, to the extent that evidence is introduced, how the award will affect the municipal or county

purposes element, as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element or, in the case of a county, the county purposes element, required to fund the employees' contract in the preceding local budget year with that required under the award for the current local budget year; the impact of the award for each income sector of the property taxpayers of the local unit; the impact of the award on the ability of the governing body to (a) maintain existing local programs and services, (b) expand existing local programs and services for which public 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 a proposed local budget.

- (7) The cost of living.
- (8) The continuity and stability of employment including seniority rights and such other factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours, and conditions of employment through collective negotiations and collective bargaining between the parties in the public service and in private employment.
- (9) Statutory restrictions imposed on 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 Section 10 of P.L. 2007, c. 62 (C.40A:4-45.45).

## V. BACKGROUND

Essex County is approximately 127 square miles, which comprises only 1.7% of the land area in New Jersey. (Employer Ex. 33, ¶14). While comprising a relatively small landmass, the County has almost 10% (9.29%) of the State's population, or 863,728 residents. Id. The County's population has declined over the years. In fact, in 1970, the County had a population of 933,179. Id. at ¶15.

In 2020 Essex County had a median family income of \$67,568 compared to \$89,703 for the entire State of New Jersey. (Employer Ex. 33, ¶17). The County's unemployment rate in 2022 (3.8%) was higher than the State of New Jersey (3.4%) and

United States (3.5%) (E33, ¶6). As the average per capital personal income data from the Bureau of Labor Statistics shows:

YEAR	ESSEX COUNTY	% OF NEW JERSEY	NEW JERSEY
2018	\$54,277	55.78%	\$97,300
2019	\$59,302	74.72%	\$79,363
2020	\$63,368	77.52%	\$81,740
2021	\$61,510	74.52%	\$82,545
2022	\$67,826	75.96%	\$89,296

This table shows that per capita income in Essex County is below that of New Jersey as a whole. The findings set forth above were cited in the Interest Arbitration Award of Arbitrator Dean Burrell, *County of Essex and FOP LODGE 106*, IA-2024-004 (February 15, 2024) (Burrell Award).

The County has approximately 3600 employees employed in twenty-six collective bargaining units. All twenty-six bargaining units have collective negotiations agreements which expired on December 31, 2017. In 2016, the County attempted to revise the manner in which the County provided health insurance to all of its employees. The County's goal was to move each employee into the State Health Benefits Plan ("SHBP"). Twenty-two of the twenty-six unions representing the County's employees consented to the move to the SHBP. As an inducement to the twenty-two bargaining units that switched to the SHBP, the County agreed to pay an additional .02% raise for 2017, even though the wages for 2017 were set in a 2014 collective negotiations agreement. In addition, those twenty-two unions had their collective negotiations agreements extended until 2019. The twenty-two bargaining unit employees received wage increases of 2.25% in both 2018 and 2019. Four unions did not consent to the move to the SHBP. Those unions are PBA Local 382;



FOP 106 (the subject of the Burrell Award)<sup>1</sup>; Local 183 the rank-and-file unit; and Local 183A, the Superiors Unit (the subject of this Award).

Each of the four unions which did not consent to the move to the SHBP filed unfair practice charges with PERC. PBA Local 382 settled with the County. PERC found for FOP 106 and decided that “the County failed to engage in proper negotiations before changing carriers.” PERC also ordered that the members of FOP 106 be reimbursed for expenses incurred as a result of the change in carriers. Concerning FOP 106, the Appellate Division affirmed PERC’s decision. *In the Matter of the County of Essex, A-3809-22* (App. Div. 2024). The charges filed by Local 183 and Local 183A, although related to the charges filed by FOP 106, remain pending at PERC.<sup>2</sup> The refusal of both Local 183 and Local 183A to accept the change in carriers hovers over this proceeding, and despite its lack of success at PERC, the County asks that I modify the CNA to direct that the members of the Local 183A bargaining unit be placed in the SHBP in a manner consistent with the other bargaining units<sup>3</sup>.

This proceeding and the consolidated proceeding governing the rank-and-file officers employed by the County’s Sheriff’s Department may be among the final interest arbitration proceedings subject to the 2% Hard Cap. *N.J.S.A., 34:13A-16 et. seq.* In 2010,

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<sup>1</sup> As will become apparent throughout this Award, Arbitrator Burrell’s decision concerned many issues that are relevant, if not identical, to this proceeding.

<sup>2</sup> As the Appellate Division noted:

After the parties filed their appellate briefs the County and PBA 382 executed a stipulation of dismissal regarding PBA 382’s unfair practice claims. Previously, in its June 29, 2023 decision, PERC denied the motions and cross-motions for summary judgment regarding the unfair practice claims asserted by PBA Local 183 and PBA Local 183A. The County, PBA Local 183, and PBA Local 183 A did not move for leave to appeal from those denials. Accordingly, we confine our review to the contentions between the County and FOP 106, but we discuss the three other unions where applicable.

<sup>3</sup> The majority of the twenty-six unions are not public safety unions and therefore are not subject to the Police and Fire Interest Arbitration Reform Act.

the state legislature passed amendments to the Police and Fire Public Interest Arbitration Reform Act, which limited the discretion of interest arbitrators to award wage increases in excess of 2% of base salary over the life of a collectively negotiated agreement. Collectively negotiated agreements that were imposed by interest arbitrators for CNAs in effect from January 1, 2011 until December 31, 2017 were, upon renegotiation, subject to the 2% Hard Cap.

The statute provides:

An arbitrator shall not render any award pursuant to section 3 of P.L. 1977 c. 85 (C.34:13A-16) which, in the first year of the collective negotiation agreement awarded by the arbitrator, increases base salary items by more than 2.0 percent of the aggregate amount expended by the public employer on base salary for the members of the affected employee organization **in the twelve months immediately preceding the expiration of the collective negotiation agreement subject to arbitration**. In each subsequent year of the agreement awarded by the arbitrator, base salary items shall not be increased by more than 2.0 percent of the aggregate amount expended by the public employer on the base salary items for the members of the affected employee organization in the immediately preceding year of the agreement awarded by the arbitrator.

The parties may agree, or the arbitrator may decide, to distribute the aggregate monetary value of the award over the term of the collective negotiation agreement in unequal annual percentage increases, which shall not be greater than the compounded value of a 2.0 percent increase per year over the corresponding length of the collective negotiation agreement. An award of an arbitrator shall not include base salary items and non-salary economic issues which were not included in the prior collective negotiations agreement." N.J.S.A. 34:13A-16.7 (emphasis added)

(Emphasis supplied). The term "base salary" is defined in N.J.S.A. 34:13A-16.7(a) as

...the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount provided for longevity or length of

service. It also includes any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

The Local 183A bargaining unit consists of approximately fifty-three (53) members. (Employer Ex. 32). The Recognition Clause of the Local 183A CNA provides at Article II.:

The County of Essex (hereinafter called "County") recognizes the Sheriff's Superior Officers' Association (hereinafter call "Association" or "Union") as the exclusive bargaining representative of all Sheriff's Superior Officers, including Sergeants, Lieutenants, and Captains employed by the Essex County Sheriff's Office, and excluding all other employees.

(E32).

Crucial to an interest arbitration calculation is the number of the members of the bargaining unit employed as of the last day of the CNA; in this case December 31, 2017. This number has an impact on the base salary used for calculating an interest arbitration award. One issue in this proceeding is the effect of five promotions that were recognized on December 22, 2022. The promotions were announced on that date and stamped by the County's Payroll Department on December 28, 2017. (2T 159-160, Union Ex. 36)<sup>4</sup>.

The five officers notified of their promotions into the Local 183A bargaining unit were not, however paid the concomitant wage increase until January 2018.(2T 203) The County takes the position that the five officers were members of the Local 183A bargaining unit prior as of December 31, 2017. The Union takes the position that those five officers were not members of the Local 183A bargaining unit until they received their higher salary and paid dues to Local 183A. The County asserts that, because there is a

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<sup>4</sup> References to the transcript will be referred to as (Volume # T p. #).

two-week payroll lag, when the five officers received their increased salary in January 2018, it was retroactive to December 2017.

As of December 31, 2017, employees at the stop step of the salary guide in the Local 183A bargaining unit were paid at the following salary levels:

<b>RANK</b>	<b>MAXIMUM SALARY</b>
Captain	\$135,035.00
Lieutenant	\$117,523.00
Sergeant	\$102,290.00

From the date of promotion and for one year thereafter there is only one step before the Superior Officers reach the highest salary level. There has not been a wage increase since 2017. Accordingly, those Superior Officers, no matter when they have reached the top step of their rank, have not received a salary increase since they reached their top step. For some that might be as long as seven years.

## **VI. THE PARTIES' DISCUSSION OF THE COMPETING ECONOMIC PROPOSALS**

### **A. The Union's Position**

Local 183A acknowledges that this proceeding is governed by the 2% Hard Cap. The Union has therefore proposed that its members receive a 2.1% wage increase in 2018 and a 2.1% wage increase in 2019. Local 183A distinguishes its position from the rank-and-file bargaining unit, because after they are promoted, Superior Officers only receive one salary increment before reaching the top salary step for their rank. The Union maintains that, unlike the Local 183 bargaining unit, the proposed Superior Officers salary increases were not consumed by step movement. For 2019, the Union is also seeking a thirty cent (.30¢) per hour increase in the night shift differential. In sharp contrast to the

County, the Union contends that the duration of the CNA should only be for two years. The Union reasons that such an award would bring its CNA in line with twenty-three of the County's other bargaining units.<sup>5</sup> The Union posits that by awarding a two-year CNA, the Union will be permitted to negotiate an agreement for 2020-2023 as did the vast majority of the other bargaining units. The Union contends that it would be unfair and essentially a punishment to award a CNA in excess of two years because such an award would reward the County for bargaining in bad faith regarding the health insurance provision.

The Union notes that it disagrees with the County regarding the five bargaining unit members who were promoted in 2017. The Union maintains that the individual employees were not members of Local 183A. Local 183A points out that the members did not pay dues to Local 183A until January 2018 and posits that if one of the five were to be disciplined prior to January 2018, Local 183A would not have represented those employees, that representation would have been the responsibility of Local 183. (2T 164).

There is a dispute as to the total 2017 payroll. The Union contends that in December 2017 the payroll was \$5,878,388.69, while the County contends that it was \$5,879,060.50 a difference of \$672.81. The Union reasons that if the five promoted employees were actually counted in the payroll of the Local 183A bargaining unit, the figure for the County would be higher than the figure provided by Local 183A. The Union contends that those officers therefore should not be included in the base salary of the Local 183A bargaining unit.

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<sup>5</sup> As will be discussed, Arbitrator Burrell awarded a three-year term.

The Union cites to *Borough of New Milford and PBA Local 83*, PERC No. 2012-53 for the proposition that the “calculation for membership” is based on the employee’s position in the bargaining unit at the time the CNA expires. Which in this case is December 31, 2017. (Union Brief at 10-11). The Union also cites *State of New Jersey – Division of State Police and State Troopers Fraternal Association of New Jersey, Inc.* IA-2016-003 (Cure Arb.) where the arbitrator determined that Acting Sergeants who were never formally promoted could not be considered part of the Superior Officers bargaining unit, and their salaries had to be attributed to the rank-and-file bargaining unit. (Union Brief at 11).

The Union therefore maintains that the five promoted employees’ salaries should not be included in the base salary calculations of the Local 183A bargaining unit.

The Union points out that I have the obligation to cost out the amount of any award that I may make. (Union Brief at 11-12, citing *Borough of New Milford and PBA Local 83, supra*, and *In the Matter of Atlantic City and Atlantic City Police Benevolent Association, Local 24*, 39 NJPER ¶ 161 (2013)).

The Union next sets forth what it contends are the costs of its offer for the Local 183A bargaining unit.

As noted above, in its proposal Local 183A seeks a wage increase for two years as follows: (1) effective January 1, 2018, a 2.1% increase; and (2) effective January 1, 2019, a 2.2% increase. Local 183A ‘s offer also included an increase beginning in 2019 of the “Shift Differential” (a/k/a “Night Differential”) pay, from \$0.175 per hour to \$0.475 per hour, a total increase of \$0.30 per hour. The Union points to Union Exhibit 23 to demonstrate the costs of its proposal as follows:

2017	2018	2019
Actual Spent: \$5,879,060.05	Adding 2%: Increase of \$117,581.20	Adding 2%: Increase of \$119,932.82

Total Available within 2% Hard Cap for 2018 and 2019: **\$237,514.02**

### FINAL OFFER OF PBA LOCAL 183A

2017	2018	2019
Annualized Salary as of 12/31/2017: \$5,608,904.23	Adding 2.1%: Increase of \$113,594.32	Adding 2.2% + \$0.30/hr increase to shift differential Increase of \$123,764.54
	Total Salary for 2018: \$5,722,498.55	Total Salary for 2019: \$5,846,263.09

Total Cost increase for 2018 and 2019: **\$237,358.86**

Local 183A next contends that the length of the CNA should be for two years from January 1, 2018 through December 31, 2019. Recognizing that its request that I award a two-year CNA is opposed by the County, Local 183 contends that such an award would be consistent with the negotiated agreements reached with twenty-two other bargaining units. The Union notes that PERC recognizes that the pattern of settlement is an important element to fashioning an award. The Union also rejects the County's proposal that the duration of the Local 183A CNA be extended for six years.<sup>6</sup> The Union contends that under the 2% Hard Cap there is no requirement that an arbitrator award a CNA term for a particular length of time.

The Union also discusses the Burrell Award, and points out that in the Burrell Award, it was the County that sought interest arbitration and asked Arbitrator Burrell to award a six-year agreement (for a Superior Officers' unit) which included wage increases. In this proceeding, it is the Union that has petitioned for interest arbitration. The Union

<sup>6</sup> The County's proposal for Local 183A is to extend the CNA for six years.

also notes that the duration of a collectively negotiated agreement is arbitrable. (Union Brief at 15, citing *City of Union*, 7 NJPER ¶ 12222 (1981)).

Noting that any CNA in excess of two years would subject the members of the bargaining unit to a statutory scheme well beyond the expiration date of the statute. The Union contends that it would be unjust to impose a CNA in excess of two years. The Union points out that the County remains the subject of an unfair practice proceeding and that the County was found to have violated the law with regard to FOP 106. The Union notes that Arbitrator Burrell recognized that FOP 106 chose not to relinquish its statutory rights and that he concluded that the County "should not be allowed to benefit from its unlawful conduct." (Union Brief at 15, citing Burrell Award at p. 51). The County also notes that Arbitrator Burrell reasoned that "[a] contract of short duration will permit the ability to return to the table with greater flexibility to negotiate over base salary issues." (Union Brief at 15, citing Burrell Award at p. 53).

The Union asserts that awarding a two-year agreement in this matter will prevent the County from receiving a windfall for its illegal conduct. The Union also notes that the County's position, in which it is seeking an eight-year agreement for Local 183 and a six-year agreement for Local 183A, is a departure from a long-established pattern of both unions negotiating in tandem.

The Union cites the testimony of Sergeant Capodanno who stated that he believed that granting the County's request would have a deleterious effect on morale. Sergeant Capodanno stated that he believed a number of officers in the Local 183 bargaining unit have chosen not to take promotional exams to enter the Local 183A bargaining unit because taking a promotion would result in their taking home less pay. Sergeant



Capodanno said he felt that the County would lose supervisors and with that loss there would be a loss of institutional knowledge. (1T-38). Local 183 President Slater testified that he too believed that morale would suffer if the County's proposal were awarded and said the members of the bargaining unit considered the County's offer to be disrespectful. President Slater also pointed to statements by County officials that the finances of the County are sound. (1T-55).

The Union contends that the County's proposal, which would require me to force the members of the bargaining unit into the SHBP, is outside the scope of this arbitration proceeding and should be decided by PERC.

The Union also reviews the statutory factors that I am required to apply in issuing my award. The first factor is the "interests and welfare of the public." The Union posits that there is a public interest in having well compensated public safety employees but concedes that such compensation is subject to budgetary constraints. The Union notes that, under its proposal, members of the Local 183A bargaining unit are seeking wage increases within the 2% Hard Cap. Citing the testimony of Mr. Piotrowski, the Union contends that the County is in a position to pay these increases. Mr. Piotrowski notes that both the Sheriff's Department and the County have consistently run surpluses. (1T 80-85; Union Ex. 13). The Union also notes that in recent years the County has also received unanticipated miscellaneous revenues. The Union posits that since the total cost to the County would be \$237,358.86 there would be a negligible impact upon the Essex County taxpayers.

The Union also contends that there is also a public interest in my issuing an award limited to two years duration. The Union posits that morale would be hurt by any award in

excess of two years. The Union points to the testimony of Captain Esposito who stated that almost half of the bargaining unit has turned over since 2017. Captain Esposito testified that he believes the Sheriff's Department is losing institutional knowledge, and he contends that there is not a proper ongoing training program. Captain Esposito testified that there are approximately 5000 outstanding warrants which have not been executed. The Captain attributes this circumstance to high turnover, and to the Superior Officers not having enough experience themselves to mentor newly promoted supervisors. (2T 150-151).

The next factor concerns the Comparison of the Wages, Salaries, Hours, and Conditions of Employment to other bargaining units. The Union points to record evidence revealing that employees in 22 of the 26 labor unions in the County received wages of 2.25% in 2018 and 2.25% in 2019. (Union Ex. 22). In addition, among these twenty-two bargaining units, two are law enforcement bargaining units which chose not to file for interest arbitration. They are FOP Local 205 (Essex County Prosecutor's Office Superior Officers) and PBA Local 325 (Essex County Investigators). Local 183A is willing to accept the lower increases than the increases received by these twenty-two other unions. In addition, the Union states that when compared to Essex County municipalities, Local 183A ranks at or near the bottom of the pay scale.

The Union posits that the salaries of the Superior Officers in the Essex County Prosecutors office are most comparable to the salaries of the Superior Officers represented by Local 183A. The Union states, that, even under its proposal, as shown by the following table, the salaries for each rank in the Prosecutor's Office are significantly greater than the salaries of the Superior Officers employed in the Sheriff's Office.

<u>PROSECUTOR'S OFFICE</u>	<u>SHERIFF'S OFFICE</u>
2018 Sergeants: \$116,366.00	2018 Sergeants: \$102,290.00
2019 Sergeants: \$118,984.00	2019 Sergeants: \$102,290.00
2018 Lieutenants: \$124,503.00	2018 Lieutenants: \$117,523.00
2019 Lieutenants: \$127,307.00	2019 Lieutenants: \$117,523.00
2018 Captains: \$143,189.00	2018 Captains: \$135,035.00
2019 Captains: \$146,409.00	2019 Captains: \$135,035.00

The third factor is Overall Compensation. The Union notes this factor includes calculations of vacation pay, holiday pay and other economic benefits. The Union states that these benefits are to be compared to employees in both the public and private sectors. The Union maintains that it is well established that because the nature of the work of law enforcement officers is unique, it is difficult to find private sector comparisons.

Local 183A notes that, unlike the County, it is not seeking to change the amount it contributes for health insurance under Chapter 78. The Union is only seeking a salary increase of 2.1% in 2018 and 2.2% in 2019 plus a thirty-cent shift differential for 2019 as well.

The fourth factor is stipulations between the Parties. The Union notes that the parties did not make any stipulations.

The fifth and ninth factors concern the "Lawful Authority of the Employer." The Union recognizes that this factor refers to the tax levy cap, which limits salary increases above 2% based upon the tax levy. This cap requires me to consider the effect that any wage increase would have on the overall budget of the County, and whether the

budget would result in an award with a budget in excess of 2% above the previous tax levy. The Union notes that I must consider the effect any increase would have on other budgetary items. (Union Brief at 27, citing *Hillsdale PBA Local 207 v. Borough of Hillsdale*, 263 N.J. Super. 163, 188 (App. Div. 1993)).

Regarding the Financial Impact, the Union posits that there would be a limited fiscal impact upon the County and its taxpayers. Citing Mr. Mohammad's testimony, Local 183A notes that the County had a thirty-six-million-dollar budget surplus. The Union contends that its wage proposal would cost an individual Essex County taxpayer \$1.28. per year. The Union also points to the fact that the Sheriff's Office had surpluses that could be applied to any raise that I award. The Union notes the following:

1. In 2017, Essex County Sheriff's Office had a *salary surplus* of \$97,283.18 which could carry over for use specifically for salaries in 2018. 2T 221:16-24. This could be utilized for retro pay. 2T 222:3-6.

2. In 2019, the amount of \$298,797.43 could be expended for retro pay from 2018. 2T 222:11-19.

3. In 2020, Essex County Sheriff's Office had a total budget carryover of \$476,992.10, of which \$134,034.57 could be used for retro pay. 2T 222:20 – 223:2.

4. In 2021, Essex County Sheriff's Office had a total budget carryover of \$5,676,542.78. 2T 223: 23-25.

5. In 2022, Essex County Sheriff's Office had a total budget carryover of \$3,735,766.67. 2T 224:12-15.

6. In 2023, Essex County Sheriff's Office had a total budget carryover of \$127,099.92.

7. In 2022, Essex County Sheriff's Office realized cash revenue in the amount of \$2,584,726.38. 2T 225:13-16.

8. In 2023, Essex County Sheriff's Office anticipated cash revenue of \$2,500,000.00. 2T 225:17-19.

(Union Brief at 28). The Union contends that given these sums, Essex County can afford to pay the increases proposed by Local 183A.

The seventh factor is the Cost of Living. The Union notes that the Social Security Administration provided cost of living adjustments of 2% in 2018 and 2.5% in 2019. The Union posits that because its final offer is below inflation and the cost of living, its proposal satisfies the seventh factor. The Union maintains that were I to grant the County's proposal, the Union would fall behind the cost-of-living increase by 15.56%.

The final factor is Continuity of Employment, and the Union reiterates its argument that if a CNA in excess of two years were to be imposed, there would likely be a turnover in employment, and that it would be difficult to maintain officers in the ranks.

The Union asks that its Final Offer be awarded. The Union characterizes the County's offer as "unreasonable and callous." The Union posits that if I were to grant the County's offer, this would engender bad labor relations.

### **B. The County's Position**

The County vigorously takes the position that my discretion is not only limited but that I must award its final proposal consisting of no wage increases for two years 2018 and 2019, a .74% wage increase in 2020, followed by 2% wage increases in 2021, 2022 and 2023. In addition, the County asks me to award its health insurance proposal, which would require the members of the Local 183A bargaining unit to be placed in the SHBP upon the issuance of my Award.

The County notes that there has been no contract between the parties since December 31, 2017, and that either party could have petitioned for interest arbitration at

any time in the period thereafter. The County points out that I am obligated to cost out any award that I make, and that I must demonstrate that the award is within the 2% Hard Cap. The County reasons that because the members of the Local 183A bargaining unit continued to receive step increases in the period since the CNA expired, and since those step increases exceed the 2% Hard Cap through 2020, I must award a CNA of at least a six-year term. The County asserts that I cannot award the Union's proposal because such an award would require that I ignore the requirements of the 2% Hard Cap. The County maintains that since the members of the bargaining unit have continued to receive step increments, in this period the employees have received the benefit of the bargain and should have filed for interest arbitration earlier.

The County cites to the statute which provides in part that "annual percentage increases . . . shall not be greater than the compounded value of a 2.0 percent increase per year over the compounding length of the collective negotiations agreement. . . ." *N.J.S.A. 34:13A-16.7(b)*. The County asserts that the Award in this matter must not be greater than 2 percent per year over the length of the CNA. The County notes that, under the statute, aggregate salary increases are not required to be evenly distributed over the life of the CNA but must average out to 2% or less over the term of the agreement. The County also notes that base salary, which is the foundation for any monetary increase, consists not only of wages but also longevity payments, shift differentials and education incentives. In support of its position, the County cites PERC's decision in *In the Matter of the Borough of New Milford an PBA Local 83*, 38 NJPER 340 (¶116 2012). (County Brief at 20-21).

The County acknowledges that the base salary calculation is to be determined as of the final day of the Collective Negotiations Agreement. (County Brief at 21- 22 *citing, In the Matter of Atlantic City and Atlantic City Police Benevolent Association, Local 24*, 39 NJPER ¶161 (2013)).

The County asserts that because of the 2% Hard Cap, the CNA's duration must be in excess of two years. The County notes that there is a dispute concerning the roster of Superior Officers in the 183A bargaining unit.<sup>7</sup> This dispute concerns the identities of five officers who were promoted on December 22, 2017, immediately before the expiration of the CNA on December 31, 2017. The County maintains that its position is buttressed by the following: 1) the Civil Service Certification of Eligible for Appointment list shows the date of promotion as December 22, 2017 (Employer Ex. 36); 2) The County's Personnel Action Form shows the effective date of promotion as December 22, 2017 (Employer Ex. 35); and 3) the ranks of the officers of the individuals promoted on December 22, 2017 fall within the recognition clause of the Local 183A agreement. In addition, the County points to a representation made by counsel purportedly agreeing to the roster which included the five promoted officers. (County Brief at 28-29 *citing* 1T 17). The County maintains that the Union had ample time prior to the hearing to discuss changes it felt should be included in the roster and contends that it was inappropriate to raise this issue until the second day of hearing. (County Brief at 32).

The County also notes that there is a two-week payroll lag and contends that the money was earned in the higher title starting in December 2017. The County also posits

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<sup>7</sup> There was no such dispute concerning the Local 183 bargaining unit.

that if I were to accept Local 183A's position, I would also have to recalibrate the base year back to 2016.

The County points to the testimony of President Slater who conceded that officers move up a step on the anniversary of their hire date. (County Brief at 28-29 *citing* 2T 153). The County argues that PERC regulations require that the roster for the entire year of 2017 be included in the base salary calculations, and not stop as of December 22, 2017. The County reiterates its argument that the pay is retroactive to the date of promotion.

The County provided a table setting forth the maximum salary for each Superior Officer as of December 31, 2017:<sup>8</sup>

<b>RANK</b>	<b>MAXIMUM SALARY</b>
Captain	\$135,035.00
Lieutenant	\$117,523.00
Sergeant	\$102,290.00

In order to justify its wage proposal, the County provided a cost out for the Local 183A bargaining unit. The County states that in 2018 the eligible members of the bargaining unit were moved a step on the salary guide on their anniversary date of hire. The County posits that the total base salary for the Local 183A bargaining unit was \$6,073,037.33. (Employer Ex. 11). As a result of the step movement the salary for the unit increased by \$194,648.64 or 3.31%. In 2019, the base salary for the members of the unit as it existed in December 2017 was \$6,133,027.07. The base salary between 2018 and 2019 increased by \$59,989.74 or .99% of the 2018 base salary amount. The Employer states that the aggregate increase for 2018 and 2019 was 4.3% which exceeds

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<sup>8</sup> The chart also contained the maximum salary for members of the Local 183 bargaining unit. However, that information is not relevant to this award.



the aggregate permissible. (County Brief at 28-29 *citing* N.J.S.A. 34:13A-16.7(b); *New Milford, supra*). The County contends that because the 2% Hard Cap is still in effect, the contract term must be at least three years.

Next the County acknowledges that in 2019 all members of the Local 183A bargaining unit reached the top step, and that the total base salary for the unit in 2020 was \$6,133,027.07. The difference in base salary for moving on the guide only was zero. The County states that the aggregate change in base salary for 2018, 2019 and 2020 was 4.3% or 1.7% less than the 6% limit permitted under *New Milford*. As such the County states that I may award 1.7% for the 2020 contract year. (County Brief at 40).

The County concedes that the 2% Hard Cap has been satisfied up to 2020 and contends that 2% may be awarded for the years 2021, 2022, and 2023. The County asserts that a six-year term should be awarded for "consistency, and to bring the contract up to date." The Employer states that such an award should be made in order to bring Local 183A in line with the twenty-three other county bargaining units whose CNAs expired in 2023.

The County rejects the Union's proposal that would limit my Award to a two-year term and would permit the negotiation of a four-year term expiring in 2023. The County contends that, because twenty-two other bargaining units have entered into agreements that expire in 2023, it is important that my Award provide a 2023 expiration date for the Local 183A bargaining unit. The County maintains that consistency is important to the County, and that by awarding an expiration date of 2023 the County could "maintain consistency in term to keep wages uninterrupted, efficiency for taxpayer dollars, and

logistical ease to manage all units at the same time." (County Brief at 28-29 *citing* 2T 262-263).<sup>9</sup>

The County further justifies its proposal that I award an expiration date in 2023 by noting that nothing prevented Local 183A from petitioning for Interest Arbitration anytime between 2018 and 2024, and that the Union's tactical choice to delay petitioning for Interest Arbitration should not free it from the requirements of the 2% Hard Cap.

The County also contends that language should be awarded the recognizes that Local 183 is in the SHBP, and that Chapter 78 mandates Tier 4 contributions. The County notes that once phased in, Tier 4 contributions are to remain in place until changed through collective negotiations. The County also argues that its proposal governing the SHBP should be granted because it would be consistent with the pattern of settlement reached with twenty-three of the twenty-six bargaining units with which the County has a CNA.

The County then analyzed the statutory factors in depth as they apply to Local 183A. The first factor is the Interest and Welfare of the Public, which is considered the most important of the nine statutory factors. (County Brief at 45 *citing*, *Hillsdale PBA Local 2017 v. Borough of Hillsdale*, 137 N.J. 71, 83 (1994)). The County posits that various amendments to the Interest Arbitration scheme were designed to keep costs down and to recognize that New Jersey residents pay some of the highest property taxes in the country. Thus, the statute requires interest arbitrators to consider tax levy caps when

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<sup>9</sup> The County notes that, under the Burrell Award, FOP 106 has a three-year agreement. In addition, the County contends that in regard to Local 183, I must award a longer contract term because of the requirements of the 2% Hard Cap.

issuing their awards. The County maintains that its proposal is consistent with the public interest.

The next statutory criterion is the Fiscal Impact of the Interest Arbitration award. The County provided a review of its finances, positing that although the County engaged in prudent fiscal management, its bond rating was reduced from Aaa to Aa1 in 2022. The County recognizes that it annually utilizes "one shot revenues" and notes that such revenues may not always be relied upon. The County makes it clear that any increase in salary awarded to Local 183A must consider the financial impact of such an award.

The next factor requires that I must consider the lawful authority of the Employer.

Another major consideration is the comparison of a bargaining unit's wages with that of other county employees and with employees in both the private and public sectors. The County notes that Local 183A's top step wages are higher than the wages of the average New Jersey worker. The County points out that the average New Jersey wage in 2022 was \$78,563, while Local 183A members at the top step of the salary guide received the following salaries: Sergeants - \$109,354.24; Lieutenants - \$125,639.25; and Captains - \$144,360.64. The County also points out that the salaries of the Local 183A bargaining unit members compare favorably to employees in other County law enforcement bargaining units.

When comparing the salaries of the Local 183A bargaining unit employees with those of other County Sheriff departments, the County concedes that with the exception of those in the rank of Captain, the Local 183A bargaining unit employees average slightly less than Superior Officers in other counties. Sergeants, for example, earn \$109,354.24 compared to a statewide average of \$118,910.78. Lieutenants in the 183A bargaining unit

earn \$125,639.25 at the top step compared to a statewide average of \$132,437.86. On the other hand, Captains in the 183A bargaining unit earn \$144,360.64 compared to a statewide average of \$142,260.90. The County contends that there is nothing in the record which would compel an award raising the salaries of the members of the Local 183A bargaining unit, especially in light of the 2% Hard Cap.

The County notes that there are no stipulations for me to include in this Award.

The next statutory criterion to be reviewed is the Cost of Living. Although conceding that inflation had been high, the County posits that inflation is "returning to normal levels." The County notes that inflation has averaged slightly above 2% since 1999. The County recognizes that it is difficult to predict economic trends and suggests that any inflationary concerns could be addressed in the next round of collective bargaining.

The County then reviewed the stability and Continuity of Employment factor and contends that there has been continuity and stability in the Local 183A bargaining unit. The County concedes that a number of Superior Officers have left the Sheriff's department since 2018 but attributes this attrition to retirements. The County rejects what it considers to be anecdotal statements by Union officers characterizing the unit's morale. The County notes that no members of the bargaining unit have been laid off. The County contends that there is a tremendous amount of continuity and stability in the bargaining unit.

The County asks that I deny Local 183A's request for an increase in the night differential. The County asserts that the night differential is a component of the 2% Hard Cap, and therefore I am without power to make such an award because the 2% Hard Cap

has already been reached. The County asserts that any award of a night differential would have to come from the Local 183A bargaining unit's wages. In addition, the County notes that the requested increase in the night differential would result in a 171.43% increase in the night shift differential. The County also asserts that the Union has not justified the necessity for increasing the night differential.

The County asks that I award its proposal.

#### **VII. ANALYSIS OF SALARY PROPOSALS, DURATION OF THE CONTRACT AND COVERAGE UNDER THE SHBP**

Having reviewed the economic proposals of both the Union and the County, I conclude that, with a slight modification, I will award the Union's proposal concerning both the duration of the CNA, and the salary increases. I will not award the Union's proposal concerning night shift differential. I will also not award the County's proposal concerning the SHBP. These issues are intertwined and arise from the County's insistence that the members of the Local 183A bargaining unit submit to its demand that they accept coverage in the SHBP.

As Arbitrator Burrell found, (and I agree) "this matter is driven by the County's unlawful act of unilaterally moving [the Local183A] unit, along with other units, from a private health care provider into the [SHBP]." Burrell Award, citing *County of Essex and FOP 106 et. seq.*, PERC No. 2023-60 (June 29, 2023) *aff'd In the Matter of the County of Essex*, A-3809-22 (App. Div. 2024). Arbitrator Burrell reasoned that the PERC decision is relevant to the question of wages and duration in the Interest Arbitration proceedings because FOP 106 like Local 183A (and Local 183), chose not to relinquish its statutory rights and submit to the unfair practice committed by the County which unilaterally placed members of the bargaining unit into the SHBP. As Arbitrator Burrell stated about FOP

106, Local 183A “should not be forced to accept a lower long-term deal as a result of the County’s illegal act.” I conclude that, unless the parties voluntarily agree otherwise, or PERC makes a final decision on the issue of health insurance, I am not empowered to award the County’s proposal to place the members of the Local 183A bargaining unit into the SHBP.

Arbitrator Burrell also confronted the issue of CNA duration. In the *FOP 106* case, the County proposed a six-year agreement with wage increases of 2% or less for each year of the CNA. FOP 106 proposed two CNAs, one for the term of 2018-2019 subject to the 2% Hard Cap and one for the period 2020-2023 which would bring the CNA in line with those other County bargaining units.

Arbitrator Burrell awarded neither proposal, and instead awarded a three-year agreement for a length of time significantly shorter than the County’s proposal. Arbitrator Burrell, recognizing the application of the 2% Hard Cap, stated that he agreed with the award of Arbitrator James Mastriani in *County of Burlington and FOP Lodge 166, IA-2021-07* (January 15, 2022), that the 2% Hard Cap applies regardless of both the passage of time and whether the Interest Arbitration petition was filed before or after CNA expiration. Crucially, Arbitrator Burrell agreed with the reasoning of Arbitrator Mastriani in awarding a CNA of a shorter duration than the term sought by the parties. Arbitrator Mastriani reasoned:

A shorter contract duration than what the parties have proposed is desirable in light of the applicability of the CAP. This would provide the parties with greater flexibility to negotiate over base salary issues earlier and in the absence of CAP applicability and with sufficient available evidence on salaries for years beyond [2020] which have yet to be determined for internal County law enforcement units. The parties can promptly resume negotiations for a new contract . . . for whatever duration that can be agreed

to voluntarily or to invoke statutory impasse proceedings in the absence of the CAP if voluntary bargaining efforts do not succeed.

*County of Burlington and FOP Lodge 166*, at 22.

Both Arbitrator Mastriani and Arbitrator Burrell concluded that the shorter contract duration would permit the parties to return to the table with greater flexibility.

Where I depart from the reasoning of Arbitrator Burrell is that I conclude that for the Local 183A bargaining unit,<sup>10</sup> a two-year agreement should be awarded. I make this determination based on the pattern of agreements that the County has reached with most of the twenty-three other bargaining units. When the County imposed the SHBP upon the other unions, in addition to adding .2% to the 2017 salaries, the County also agreed to pay 2.25% salary increases in 2018 and 2019. The County and the remaining unions are now in negotiations or have concluded negotiations for successor agreements that would have a term from January 1, 2020 to December 31, 2023. By awarding a term of two years, in this proceeding, the parties can then negotiate a new agreement, and if they choose a new agreement consistent with the provisions of the other bargaining units. In the proceeding involving Local 183, the rank-and-file unit, I have also awarded a two-year agreement. For terms of consistency and because there is a history of both Local 183 and 183A bargaining in tandem, I conclude that the most appropriate award is a two-year agreement.

As to salary, Local 183A recognizes that any CNA it negotiates is subject to the 2% Hard Cap. However, there is a dispute concerning the calculation of the base salary. Central to the dispute is whether five newly promoted Superior Officers should be included in the Local 183A bargaining unit as of December 31, 2017 or be counted as

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<sup>10</sup> I reach the same conclusion for the 183A bargaining unit.

part of the Local 183 bargaining unit. As noted above, the Union takes the position that because these five officers did not receive their enhanced salary until January 2018, they should be included in the Local 183A bargaining unit. On the other hand, the County contends that the payroll was retroactive to the date of their promotion.

I conclude that the Union is correct. The statute provides that:

An arbitrator shall not render any award pursuant to section 3 of P.L. 1977 c. 85 (C.34:13A-16) which, in the first year of the collective negotiation agreement awarded by the arbitrator, increases base salary items by more than 2.0 percent of the aggregate amount expended by the public employer on base salary for the members of the affected employee organization **in the twelve months immediately preceding the expiration of the collective negotiation agreement subject to arbitration.**

(Emphasis supplied).

The County contends that because the five officers were notified of their promotion in December 2017, that is the date that should be used for purposes of calculating base salary, not January 2018 when the five promoted officers received their increases. However, the issue is how much was expended in 2017. Because those five officers never actually received an increase in salary until 2018, I conclude that their salary should be excluded from the base salary calculation<sup>11</sup>.

The Union has demonstrated that the actual amount spent on base salary for the year ending December 31, 2017 was \$5,879,060.05. Based on this figure, under the 2% Hard Cap in 2018 there was \$117,581.20 to be spent, and in 2019 there was 119,952.82 available to be spent or total of \$237,514.20 for both years. The annualized cost of the

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<sup>11</sup> I am not persuaded by the Union's argument that because the five employees were not paying dues, that they should not be included in the bargaining unit. The issue is when the promotion took effect and the employees were paid at the higher rate. That did not happen until January 2018.



salary in 2017 was \$5,608,904.23. For 2018, I am awarding a 2% increase which equals \$112,178.08 retroactive to the first pay period after January 1, 2018. For 2019, I am awarding a 2% increase which equals \$114,421.64 retroactive to the first pay period after January 1, 2019. Together this increase equals \$226,599.72 or an aggregate wage increase of 3.85% for the period January 1, 2018 to December 31, 2019 which is within the 2% Hard Cap.

The record does not support the Union's proposed increase in the night shift differential, and I will not be awarding that proposal.

I also conclude that this Award is consistent with the statutory criteria set forth in *N.J.S.A. 34:13-16(g)*. This Award is consistent with the requirements of the 2% Hard Cap. I conclude that the Award is in the public interest, and that this Award will not result in higher taxes or borrowing. Consistent with the statutory goals, this Award will encourage the parties to resume negotiations of a successor agreement in good faith.

The second criteria require a 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." This analysis requires a comparison to employees in the private sector in general, the public sector in general, public employment in the same or comparable jurisdictions, and public and private employment in general. I note that my Award is within the 2% Hard Cap but is less than the wages negotiated with the 22 other bargaining units.

Generally, because of the nature of law enforcement, private sector comparisons have little utility. The salaries of the members of the Local 183A bargaining unit, except

for Captains<sup>12</sup>, are on average below those of comparable bargaining units in the State. In addition, even with the awarded wage increases, the Salaries of the members of the bargaining unit will not increase as quickly as the salaries of County employees in the twenty-two other bargaining units. The other bargaining units received wage increases of 2.25% for both 2018 and 2019.

Given that other County employees have received increases greater than what I am awarding in this proceeding, there is no issue that this Award is within the lawful authority of the employer, and there will be a limited budgetary impact upon the County or its taxpayers. I also recognize that this Award will permit members of the bargaining unit to only modestly make up for increases in the Cost of Living.

I am also hopeful that the wage increases Awarded herein will have a positive effect on the continuity and stability of employment.

## **IX AWARD**

Pursuant to my discussion above the Collective Negotiations Agreement shall be amended as follows:

AMEND THE WAGE PROVISION TO PROVIDE FOR:

2% WAGE INCREASE FOR CALENDAR YEAR 2018 RETROACTIVE TO THE FIRST PAY PERIOD FOLLOWING JANUARY 1, 2018;

2% WAGE INCREASE FOR CALENDAR YEAR 2019 RETROACTIVE TO THE FIRST PAY PERIOD FOLLOWING JANUARY 1, 2019.

DURATION

THIS AGREEMENT SHALL BE EFFECTIVE RETROACTIVE TO JANUARY 1, 2018 AND SHALL EXTEND THROUGH DECEMBER 31, 2019.

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<sup>12</sup> Captains in Essex County earned \$144,360.94 while the statewide average was \$142,260.90, a difference of \$2100.04.

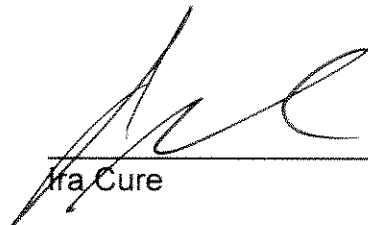
OTHER PROPOSALS

All proposals by the PBA, Local 183A and the County of Essex not awarded herein are denied and dismissed. All provisions of the existing Collectively Negotiated Agreements shall be carried forward except for those which have been modified by the terms of this Award and any prior agreements between the parties.

XI. CERTIFICATION

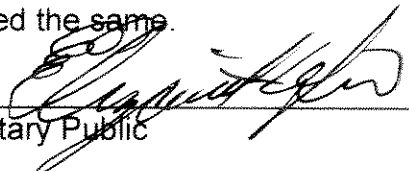
I have given due weight to the statutory criteria set forth in N.J.S.A. 34:13A-16(g), and I conclude that the terms of this Award represent a reasonable determination of the issues.

Dated: June 22 , 2024  
Brooklyn, New York

  
\_\_\_\_\_  
Ira Cure

State Of New York }  
County of Kings }

On this 22<sup>nd</sup> day of June 2024 before me personally came and appeared Ira Cure to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me he executed the same.

  
\_\_\_\_\_  
Notary Public

ELIZABETH ORFAN  
Notary Public, State of New York  
No. 02OR4976601  
Qualified in Kings County  
Commission Expires April 23, 2027