

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of Interest Arbitration Between

COUNTY OF UNION

"Public Employer"

-and-

UNION COUNTY POLICE, PBA LOCAL NO. 73

"Union."

**INTEREST ARBITRATION
DECISION
AND
AWARD**

Docket No. IA-2000-5

**Before
James W. Mastriani
Arbitrator**

Appearances:

For the Employer:

Kathryn V. Hatfield, Esq.
Schenck, Price, Smith & King, LLP

For the Union:

James M. Mets, Esq.
Michael W. Roche, Esq.
Schneider, Goldberger, Cohen,
Finn, Solomon, Leder & Montalbano, P.C.

I was appointed arbitrator by the New Jersey Public Employment Relations Commission on August 27, 1999 in accordance with P.L. 1995, c. 425, in this matter involving the Union County Police Department (the "Employer" or "County") and PBA, Local 73 (the "PBA"). Pre-arbitration mediation was held on October 14, 1999 and January 19, 2000. Because the impasse was not resolved, a formal interest arbitration hearing was held on January 21, 2000 at which County Director of Administrative Services Joseph L. Salemme testified, and both parties introduced evidence. Post-hearing briefs were submitted by October 13, 2000.

FINAL OFFERS OF THE PARTIES

The County and the PBA submitted the following final offers:

PBA LOCAL 730

Economic Issues

1. Duration -- January 1, 1999 to December 31, 2001.
2. Salary -- The PBA proposes the following salary guide:

1998	1/1/1999	1/1/2000	7/1/2000	1/1/2001
	\$26,393	\$26,393	\$26,393	\$26,393
	\$28,474	\$29,531	\$30,374	\$30,408
\$25,500	\$30,557	\$31,626	\$33,258	\$34,422
\$31,536	\$32,640	\$33,782	\$35,525	\$36,769
\$35,543	\$37,615	\$38,932	\$40,940	\$42,373
\$38,684	\$40,038	\$41,439	\$43,578	\$45,103
\$41,026	\$42,462	\$43,948	\$46,216	\$47,833
\$43,367	\$44,885	\$46,456	\$48,853	\$50,563
\$46,879	\$48,520	\$50,218	\$52,809	\$54,658
\$50,800	\$53,096	\$57,780	\$57,780	\$59,802

3. Senior Officer Differential (to commence January 1, 2000)

1. Commencement at 10 years of police service: \$1365.00 added to base.
2. Commencement at 15 years of police service: \$2365.00 added to base.
3. Commencement at 20 years of police service: \$2865.00 added to base.

4. Hazardous Duty Pay

Effective January 1, 1999, all officers to receive \$720.00 added to base for hazardous duty pay.

5. Schedule

Increase daily schedule by fifteen (15) minutes.

6. Lunch Break

The PBA proposes to increase the lunch break by ten (10) minutes and to add the following:

The administration will make every effort to refrain from assigning details or other assignments during an officer's lunch break.

7. Sick Incentive

The PBA proposes that a five hundred dollar (\$500.00) bonus not to be added to base, be awarded if no sick time is used during the previous year. Payment of the bonus is to be made by January 15th of the current year. (Stipulation 2).

8. Safe Driving Day

The PBA proposes that, "an officer who completes an entire calendar year without any chargeable on-duty motor vehicle accidents will be credited with one (1) day off which will be added to the officer's vacation time."

9. Compensatory Time

The PBA proposes that:

Officers may accumulate twenty-four (24) hours of compensatory time per year. If not used by the end of the calendar year, the County will convert the time to cash overtime and pay the officer. Compensatory time can be used in increments of one (1) hour or more.

10. Field Training Officers ("FTOs")

The PBA proposes the creation of six (6) FTO's with a \$250.00 non-base stipend. Assignment is at the Chief's discretion. FTO's shall be designated as Corporals and shall wear an insignia consisting of two (2) stripes. Corporals shall not be deemed superior officers, shall not have supervisory authority, and

are not supervisors as defined by the PERC Act and Commission decisions.
(Stipulation Three).

11. Uniform and Maintenance Allowance

The PBA proposes to increase the clothing allowance by fifty dollars (\$50.00) each year to be paid in the first week of December. (Stipulation 4).

12. Police Schooling

The PBA proposes the police administration shall make available to all officers any school in which the officer wishes to attend. Officers will receive full credit for all schools, classes or seminars they attend. The police administration shall equitably distribute access to schools and certifications that it requires. Priority should be given to officers with seniority and the least amount of training.

13. PBA Time

The PBA proposes the following provision for PBA time:

A. State Delegate -- Shall receive 144 hours off per year to attend all Local, State and County meetings. If the Delegate takes off an entire shift, ten (10) hours shall be deducted from his PBA time bank. The Delegate shall obtain permission from the Chief to use his PBA time. The Chief shall not unreasonably withhold permission. In addition to the 144 hours, the State Delegate and two (2) alternates shall be released from duty with pay to attend State PBA conventions.

B. PBA Presidents -- PBA President shall be granted time off with pay to attend Local, State and County PBA meetings and to attend grievances, negotiations and other PBA business.

The PBA President shall obtain permission from the Chief to use his PBA time. Further, the Chief shall not unreasonably withhold permission.

14. Discipline

Minor discipline shall be subject to arbitration (Stipulation 5).

15. Bill of Rights

The PBA proposes the following new provision:

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any other employee advantage without just cause.

B. Any employee who is being questioned by a Superior Officer on a matter, which could lead to the discipline of said employee, shall have the right to have a PBA representative present during such questioning.

C. In order to insure the right listed above, an employee shall be informed as to the nature and purpose of the questioning prior to the commencement of any questioning. Sufficient information to reasonably apprise its the employee any allegation should be provided. If it is known that the employee is being questioned solely as a witness, the employee should be so informed at the initial contact.

D. Any employee who is or maybe the subject of a criminal investigation or recipient of criminal charges shall be given all rights due to any and other citizen under the same circumstances.

E. The questioning of an employee shall be done at a reasonable hour, preferably when the employee is on duty. An employee who is called into work on his off-duty time or held over his regular work shift at the request or order of a Superior Officer in order to answer any sort of job-related questions, or to be present or participate in any sort of disciplinary proceedings, said employee shall be compensated in accordance with the overtime provisions of this Agreement.

F. If a verbatim record is being made of the questioning, either via stenographer, court reporter, or electronic recording device, the employee shall be so informed and shall be permitted, upon his request, to have a copy of said record.

G. Nothing shall be placed in an employee's personnel file without the employee having been notified; having received a copy of said material; and having signed the original document to be so placed. Said signature does not represent the employee's agreement with the content thereof, but is merely indicative that this provision has been complied with prior to such placement. The employee shall have the right to attach to and have become considered as part of the original document, such response or rebuttal as the employee may deem as necessary. (Stipulation 6).

16. Residency

The PBA proposes that, "all officers hired to before the date of the Interest Arbitration Award shall be exempt from the County's residency requirement. All officers hired after the Award date shall only be required to reside in the County from the date of hire two (2) years thereafter."

17. Benefit Time

All benefit time will be designated as ten (10) hours and deducted is used.

18. Wording Changes

The PBA proposes the following changes in contract language.

The PBA proposes to add the word "overtime" to Article 8, Section 7(a) (Recall Pay) so that it shall read as follows:

If an employee shall be recalled for work at anytime outside his regular working hours or any day he would normally be off duty, he shall receive at least four hours pay at the applicable overtime rate.

The PBA proposes to delete "disciplinary proceedings" from Article 8, Section 7(b) so that it shall read as follows:

The call in of employees from off duty for the purposes of measurement of uniforms, or firearms qualification, shall not constitute compensable time or call in time, however, the Employer agrees that it will make every effort to schedule these activities during regular working hours.

The PBA proposes to amend Article 11, Section 1, Step 3 to replace the word "presentation" with the word "hearing." Under the PBA's proposal the provision would state:

If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 2, or if no decision has been rendered within five (5) working days after the hearing of that grievance at step 2, he or she may file a grievance in writing with the Director of Public Safety or his designated representative....

The PBA proposes that the following language be added to Article 11, Section 1, Step 4:

The hearing on the grievance shall be held between the County Manager or his designee and the aggrieved party and the PBA designated representative not later than 10 working days from the date of filing the grievance in writing with the County Manager. The County Manager will render a written decision within 10 working days after the hearing is completed.

The PBA proposes that Article XVII, Section 2, provides:

One State delegate, 2 duly authorized representatives (in accordance with state statute) and the PBA President shall be

granted a maximum of four days off without loss of pay to attend the annual and mini State conventions.

Article XVII, Section 3

The delegate to the State PBA shall be permitted time off from his regular tour of duty with no loss of pay or other benefits [in accordance with State statute] to attend all meetings (State County, Tri-County and local) or in his absence the local's alternate delegate.... If the State delegate or alternate delegate is scheduled to work night shift or midnight shift and the meetings fall within the work week, he will be granted the last six hours of the shift off without loss of pay or other benefit.

Article XVII, Section 5,

The president of the PBA shall be permitted time off without loss of salary or other benefits in order to preside over a PBA meeting. He shall also be provided time off from duty with no loss of salary or other benefit to conduct PBA business, represent a member of the bargaining unit...

Union County Sheriff's Office

Economic Issues

1. **Duration**

January 1, 1999 to December 31, 2001.

2. **Salary**

Steps	3.50% 1/1/99	3.50% 1/1/00	Time Adj.	3.50% 1/1/01
Starting Salary	26,393	26,393	26,393	26,393
Grad from Academy	28,474	29,531	30,374	30,408
1	30,557	31,626	33,258	34,422
2	32,640	33,782	35,525	36,769
3	37,615	38,932	40,940	42,373
4	40,038	41,439	43,578	45,103
5	42,462	43,948	46,216	47,833
6	44,885	46,456	48,853	50,563
7	48,520	50,218	52,809	54,658
8	52,578	54,418	57,148	59,148

3. Schedule

The County proposes to add 30 minutes per shift.

4. Detective Stipend

The County proposes to increase the detective stipend to \$1500, effective January 1, 1999.

5. Residency

The County will grandfather all Police Officers hired prior to January 1, 2000.

6. Bi-Weekly Pay with Direct Deposit Option

The County proposes to pay employees biweekly with a direct deposit option, effective September 1, 2000.

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

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

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

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

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

(c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with section 5 of P.L. 1995. c. 425 (C.34:13A-16.2) provided, however, each

party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.

(3) The overall compensation presently received by the employees, inclusive of direct wages, salary, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.

(4) Stipulations of the parties.

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

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

(7) The cost of living.

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

negotiations and collective bargaining between the parties in the public service and in private employment.

BACKGROUND

Union County is comprised of 21 municipalities. It has a population of approximately 498,759. It is densely populated with approximately 4,782 persons per square mile and is the third most densely populated county in the State. Union County's economy centers around the import and export transportation and distribution facilities of the Port of Elizabeth, the largest handler of seaborne containers in the United States. The County is also home to business facilities for Schering Plough, Novartis, Atlanta, BOC, Haarmann and Reimer, Hoechst, IKEA and K-Line. The County will house a large metro mall in Elizabeth.

The County is primarily residential, with residential property comprising 71.31% of its real property valuation. Commercial and industrial parcels account for 24.87% of the total valuation.

Union County presently enjoys economic well-being as reflected by its AAA bond rating from Moody's. At the same time, the County's general tax rate per \$100 assessed was .471 in 1998 and that decreased to .463 in 1999. From 1999 to 2000, taxes as a percent of the total budget decreased from 52% in 1999 to 49% in 2000. The County's surplus was \$26,330,000.00 in 1999, and

it anticipated a \$26,000,000.00 surplus in 2000. That surplus is 8.5% of its 2000 budget of \$305,857,715.

Union County provides a variety of services to its residents, including the Downtown Union County Shopping District Initiative, which provided \$5 million to help towns improve their business and shopping districts; the Freeholders' Scholarship Program; Mobile Immunization Program; and the Jersey Jazz-by-the-Lake program. The County also provides library services, senior citizen services, and maintains 5,000 square acres of parks and an extensive golf course system.

Union County's crime rate for 1997 was 49.2 per 1,000 citizens and its violent crime rate for that year was 5.3 per 1,000 citizens. Based upon violent crime statistics, the County ranks 9th among the State's 21 counties. However, crime is down, with arrests decreasing by 19% in 1999.

Union County's Police Department includes 66 sworn police officers, 49 of whom are in the PBA unit. The County's Police Department is charged with rendering professional law enforcement and protection service to all County-owned buildings, properties and facilities, including its over 5,000 square acres of park lands. The County Police Department includes a Patrol Division, Motorcycle Patrol Unit, Mounted Patrol Unit, Bicycle Patrol, Traffic Enforcement Unit,

Detective Bureau, Narcotics Unit, Polygraph Unit, Emergency Services Unit and Support Services.

The patrol division is responsible for the enforcement of all local, County, and State laws involving criminal offenses. Officers assigned to the patrol division perform functions including investigating traffic accidents, responding to requests from citizens for assistance and the day to day delivery of police services at County parklands, facilities and buildings. Officers assigned to the patrol division patrol in marked cars equipped with radar and Lo-Jack vehicle tracking devices.

The Motorcycle Unit is a specialized unit within the Patrol Division which includes a fleet of three Harley-Davidson electroglide police motorcycles. The motorcycle officers are assigned to patrol the County courthouse complex and surrounding areas and may also be assigned to supplement patrol in the County parks periods frequently, motorcycle police provide escort duty for funerals, as well as for the governor, the pope, and the President of the United States, as well as many other visiting dignitaries.

The mounted patrol unit patrols the public access and remote wooded areas of the Watchung Reservation. The mounted patrol unit often participates in holiday parades and community events. The bicycle patrol unit, reorganized in March 2000, provides bicycle patrol officers daily and on weekends, weather

permitting, to patrol Union Counties parklands in 21 different towns and the Administrative Complex in Elizabeth. The unit also conducts bicycle safety programs for schools upon request and has fostered positive public relations for the department.

The Detective Bureau conducts investigations into major crimes and serious incidents, with its goal to identify arrest perpetrators and to recover stolen property. Detective Bureau Officers efforts have resulted in a consistent investigative clearance rate of 80 percent. The polygraph unit, a sub-unit of the Department's Detective Bureau, administers polygraph examinations for all Union County municipalities.

The Department Narcotics squad investigates and surveils all County-owned, rented, and leased properties for narcotics activity. The narcotics squad also assists other law enforcement agencies within the County in narcotics investigations, apprehensions of narcotics violators, and testimony in court cases. Members of the Narcotics Squad are routinely loaned to the Union County Prosecutor's Office task force, United States Customs, United States Drug Enforcement Administration, and various other law enforcement agencies. Of note is the Narcotics Unit's participation in operation "Autumn Harvest" which targeted narcotics street dealers within the City of Plainfield. "Autumn Harvest" resulted in 302 criminal complaints against 108 defendants. The Narcotics Squad participated in similar operations in the City of Linden, the Township of

Hillside, and the Township of Union. In Union Township, the Narcotics Squad assisted in the investigation and apprehension of individuals involved in vice violations, resulting in 19 arrests and convictions.

The Emergency Services Unit handles specialized activities including heavy rescue, underwater search and recovery, crime scene/incident field lighting, crime scene searching, open water rescue, and other support to police agencies in Union County municipalities. Officers in the Emergency Services Unit also are trained in the use of special equipment such as a portable cutting and hand-tools, jaws of life/rescue tools, metal detectors, climbing gear, body bunker ballistic shields, portable field lighting, light towers, zodiac scuba boats, underwater scuba gear, and underwater search tools.

The Traffic Enforcement Unit is responsible for commercial vehicle inspection, traffic accident investigation, construction work zone safety, traffic radar, DWI enforcement and vehicle size and weight limitations. Officers assigned to the Traffic Enforcement Unit are State licensed weigh masters. They use portable wheel load measurement equipment and are charged with enforcing various state gross axle weight laws, as well as, registrations and inspection laws on trucks. The Traffic Enforcement Unit interacts regularly with municipal police agencies in traffic enforcement programs, DWI sobriety checkpoints, motor vehicle inspection checkpoints, radar/speed enforcement, and assist in

investigation of serious and fatal motor vehicle accidents involving commercial vehicles.

POSITIONS OF THE PARTIES

THE PBA

The PBA emphasizes the myriad of services benefiting Union County residents that its members provide all of which support the interest and welfare of the public. Those services include basic police services at County buildings, facilities and parks. Union County police officers also provide specialized police services including narcotics interdiction, motorcycle escort, mounted police in remote areas of the parks, motor vehicle inspection checkpoints, radar/speed enforcement, accident investigations, rescue programs, 911 coordination, and other services to County residents.

The PBA maintains that demand for County Police services is on the rise. Specifically, calls for police services increased from 10,499 in 1997 to 10,763 in 1998, or 3% overall. Arrests increased by 32%, assistance to other Union County municipalities increased 13%, and motor vehicle accident investigations were up 12% percent from 1997 to 1998. In addition, the PBA notes that the department issued 7597 motor vehicle summons. On 1999, total police calls for assistance increased 14% to 12,591 and motor vehicles summons issued increased 18% to 9,354. During 1999, assistance to Union County municipalities

was up 3% from 1998 and polygraph examinations increased 53%, according to the PBA. The PBA also emphasizes that all summons and complaints issued by the Traffic Enforcement Unit are filed in the court of the municipality in which the violation occurred. However, according to the PBA, a portion of the revenue generated by the summonses is dedicated to repairing and rebuilding the Counties road and bridge system.

The PBA maintains that Union County citizens derive great benefits from the work performed by PBA members. The PBA also asserts that public demand for police services will not decrease in the future. The PBA points to some of the risks faced by its members, including responding to fatal traffic accidents and crime scenes and invest to violence calls and dealing with violent offenders. Its members may be interest juveniles. According to the PBA, these job-related risks cannot be ignored when determining the appropriate compensation package for police officers.

The PBA asserts that the interest and welfare of the public is best served by continuing the high level of service that its members have always provided to the County's citizens. In order to continue to do so, the County must be able to attract and retain well-qualified, experienced police officers to serve the community's needs, according to the PBA. To do so, the County must provide a fair compensation package, according to the PBA. The PBA maintains that the package it proposes is fair, affordable, and well-deserved. According to the PBA,

it will allow the County to attract and retain police officers who will protect and serve the public and will continue to provide services to which the public is accustomed. The PBA asserts that the proposal provided by the County will not adequately compensate the members of this bargaining unit for the rigorous tasks and dangers they face routinely. According to the PBA morale will suffer and attrition could result. The PBA maintains that such consequences would place a drag on service in the public would suffer.

Turning to the comparability criterion, the PBA rejects the County's position emphasizing comparison with other County law enforcement personnel and instead urges comparison with municipal police officers. According to the PBA, its members patrol on foot, via automobile, bicycle, horseback, and on motorcycle, as do municipal police. The PBA maintains that its members patrol designated areas and provide assistance and protection to County citizens and property and ensure that the law is followed. The PBA maintains further that its members apprehend and arrest lawbreakers as do municipal police and enforce the laws as do municipal police. The PBA argues that when the duties of the PBA are compared to the duties of a municipal police officer, such comparison shows that the duties are significantly similar. In contrast, the County would use for compensation purposes the job functions of the duties of Corrections Officer and a County Sheriff's Officer. The PBA argues that these are not valid comparisons, because the duties of the Sheriff's Officer and the duties of the Corrections Officer differed vastly from those performed by PBA members.

Specifically County Corrections Officers are assigned a tour of duty at a correctional facility and do not have patrol responsibilities. Instead, the PBA argues that County Corrections Officers are charged with guarding inmates serving court imposed sentences for the commission of criminal offenses. The PBA emphasizes that they are in a controlled, internal environment. Additionally, the PBA points out that County Corrections Officers are trained in a program approved by the New Jersey Police Training Commission, while all County Police Officers are required to complete successfully the training course administered by the Police Training Commission.

The PBA also asserts that the duties of County Sheriff's Officers are not comparable to those of a County Police Officer. According to the PBA, County Sheriff's Officers are charged with maintaining order and security in the courtroom, serving court process, criminal identification, ballistics and investigations, and apprehending violators of the law. The PBA emphasizes the County Sheriff's Officers are not required to be on patrol 24 hours a day, 7 days a week, 365 days a year. Except limited circumstances, Sheriff's Officers work Monday through Friday consistent hours in the County courthouse. The PBA also notes that Sheriff's Officers have holidays and weekends off, while County police officers do not. In addition to working in a controlled environment out of the elements, the PBA notes that Sheriff's Officers do not face the dangers faced by officer on parole. After comparing the duties of a County Police Officer to those of a County Sheriff's Officer and a County Corrections Officer, the PBA

argues that is wholly appropriate to compare the compensation packages of its members to the average compensation packages of municipal police officers in the municipalities of Union County. Citing Rutgers and F.O.P., Lodge 62A, 24 NJPER ¶29195 (1998), the PBA argues that PERC affirmed an arbitrator's ruling that comparison of Rutgers police officers to police officers in other Middlesex County municipalities was more appropriate than comparing them to other campus police because they work in circumstances "much more comparable" to municipal police than to other campus police. In this case, the PBA asserts that as in Rutgers, the evidence establishes that the County Police Officers work in circumstances which are "much more comparable" to municipal police officers than to the County Sheriff's Officers and Corrections Officers. Therefore, the PBA maintains, it is appropriate to compare the proposed compensation packages offered by the PBA and the County to the packages provided to municipal police officers throughout Union County. Citing the testimony of Director Salemmé, the PBA points out that he acknowledged that County Police are more appropriately compared to unit municipal police officers, testifying that County Police Officers are "just like municipal police officers."

Therefore, the PBA compares the economic packages received by officers in Union County municipalities with the economic package set forth in the final offers of both parties. The PBA generated the following tables as means for comparison:

UNION COUNTY MUNICIPALITIES

Year	Top Salary	Annual Hours	Hourly Rate
1999	\$57,660	1942	\$29.69
2000	\$60,744	1942	\$31.28
2001	\$62,508	1942	\$32.19

In comparison, the PBA calculated the average top salary and hourly rate that Union County Police Officers would receive under its proposal for an 11.00 hour work day, which it calculates would result in 2007.5 hours per year on a 4/4 schedule. The PBA points out that its members are also required to work an additional 40 hours for training days for a total of 2047.5 hours.

PBA PROPOSAL FOR UNION COUNTY POLICE OFFICER SALARIES

Year	Top Salary	Hourly Rate
1999	\$53,096	\$25.43
2000	\$57,780	\$27.78
2001	\$59,802	\$28.75

The PBA calculates that under its final offer its top salary would be in 1999, 2000 and 2001 8.6%, 5.1% and 4.5% respectively, less than County averages. In dollars, the PBA calculates that average hourly rates would be \$4.26, \$3.50 and \$3.44 less than County averages in 1999, 2000 and 2001 respectively.

According to the PBA, this disparity would widen under the County's proposal, which would add 30 minutes to each shift for a total of 2093 hours per year. The PBA notes that the County calculates hourly rates based upon a 2080

hour work year. Based upon the PBA's calculations, the top step salary and hourly rate would be as follows:

COUNTY PROPOSAL FOR UNION COUNTY POLICE
OFFICER SALARIES

Year	Top Salary	Hourly Rate
1999	\$52,578	\$25.27
2000	\$57,147	\$27.48
2001	\$59,148	\$28.43

The PBA points out that the County's proposal would require its members to work 8.0% more hours than the County average work year, but earn 10.0%, 6.3%, and 5.7% less than the average annual salary to the years 1999, 2000, 2001, respectively. According to the PBA, the County and Union proposals for annual salary differ only slightly for each of the contractual years, however the conditions that the County has placed upon the pay increases included in its final offer outweigh the benefits and render them unacceptable given the evidence presented. The PBA disagrees with the County's reasoning that the 30 minute increase in daily work schedule is necessary to justify the wage increases it has proposed as well as that Sheriff's Officers and Corrections Officers increased their daily work schedules to obtain higher salaries.

In support of this position, the PBA points out that for several years Sheriff's Officers and Corrections Officers earned higher salaries than did members of the PBA while they worked fewer hours. In 1997 Sheriff's Officers' annual schedule was increased to 2072 hours, at a time when they were earning

\$51,545.00 per year. In the same year, Police Officers were working 2018 hours and earning only \$49,309 per year, according to the PBA. Further, the PBA asserts that Sheriff's Officers, not including their winter recess, work 2072 hours as opposed to the 2018 worked by Police Officers, and their salary was 4.6% higher. At the same time their work hours were only 2.6% higher than those of PBA members. Specifically in 1996, Police Officers worked 2018 while Sheriff's Officers worked 1950 hours. At the same time salary rates for PBA members and Sheriff's Officers were similar, with Police Officers earning \$47,091 versus \$47,045 for Sheriff's Officers. The PBA points out that those salary levels were a mere 0.1 percent different, but Police Officers had a work year that was 3.5% greater than that of the Sheriff's Officers. Accordingly, the PBA argues that Sheriff's Officers earn comparable or greater salaries than do PBA members, while working fewer hours. Now, the PBA argues, members of the PBA seek salary equity, which the County maintains comes at the price of 91.25 hours per year for the equivalent of 8.5 workdays per year. Since that trade-off was not required of the County's Sheriff's Officers, such conditions should not be imposed upon the Police Officers according to the PBA.

Instead, the PBA asserts that its demand for equity is reasonable in that it has offered to increase the work day by 15 minutes per shift, thus giving the County an additional 45.63 extra hours per officer per year, or slightly over four extra work days per year. The PBA maintains that this proposal is a fair and equitable compromise when considered in context of the history of the County.

According to the PBA, this proposal will permit its members to catch up with Sheriff's Officers who have traditionally been paid more than its members.

The PBA also points out that when evaluating compensation packages, it is not accurate to compare member hours worked by Sheriff's Officer's and Corrections Officers with those worked by police officers because the hours worked by Police Officers are, by their very nature, different from those worked by Sheriff's Officers and Corrections Officers. The PBA stresses that its members are required to work 24 hours a day, seven days a week, 365 days per year. Additionally the PBA stresses that its members work outdoors in the elements, on holidays, and on weekends. The PBA also points out that municipal patrol officers face uncertainties when on patrol, must learn to expect the unexpected, and are not in a controlled environment. In contrast Corrections Officers and Sheriff's Officers work routinely in a controlled environment, out of the elements, and are fairly certain of the nature of the dangers and encounters they will face on any given work day. The PBA also emphasizes that Sheriff's Officers work a set week, Monday through Friday with weekends and holidays off and are not faced with the same dangers and uncertainties as Patrol Officers. The PBA does not minimize the duties and dangers faced by Sheriff's Officers and Corrections Officers each day, however it does emphasize the difference between the duty hours and explain why are they are not comparable.

Instead the PBA asserts that its members should be compared to municipal police officers when evaluating their hours of work vis-a-vis compensation. Accordingly, the PBA compares the average hours worked by municipal police officers in Union County, 1942, to the work year of 2047.5 hours it proposes. As a result of that comparison, the PBA points out that the hours it proposes are 105.25 more than the County average and at lower salary levels. The PBA maintains that such a proposal is just, fair, and warranted, and must be awarded.

Turning to the PBA's other proposals, the PBA supports its proposal for an increase in the lunch period from 20 minutes to 30 minutes by citing County statistics showing that the average lunch period is 30 minutes.

The PBA also proposes that its members be given the ability to accrue to 24 hours of compensatory time per year, to be used in increments of one hour or more. Under this proposal if the compensatory time is not used in the year in which is accrued, it would be converted to cash. According to the PBA, most jurisdictions in the County allow officers to accrue compensatory time, and only three of the agreements in evidence indicate the amount of the accrual. According to the PBA Summit Police Officers are permitted to accrue 360 hours of compensatory time, Mountainside Police Officers are permitted to accrue 150 hours of compensatory time, and Fanwood Police Officers are permitted to accrue 100 hours of compensatory time. The PBA maintains that this proposal

would benefit the County because, by allowing the accrual of compensatory time, the County can reduce its overtime budget and maintain the discretion to grant the use of compensatory time within its staffing needs. According to the PBA, under its proposal, if overtime liability will occur, the County can deny the use of compensatory time.

Responding to the County's arguments that this Award should follow a pattern of settlement with respect to the 3.5% wage increases received by the Sheriff's Officers, Corrections Officers, and Prosecutor's Investigators, the PBA asserts that such a pattern of settlement is not relevant here are, because the County has failed to establish a long-standing history of pattern settlements with these bargaining units. In support of this contention, the PBA points out that the Prosecutor's Investigators received 3.5% increases for the years 1998, 1999, and 2000, but their top salary in 1997 for a rank-and-file investigator was \$62,500 annually. That figure, notes the PBA, is more than the top rate requested by the PBA for the year 2001. The PBA points out that Corrections Officers received 3.5% increases in 1999 and in 2000. However, the PBA also points out that they received an increase in the Senior Officer stipend effective January 1, 2000 in the following amounts:

1. Start of the 9th year of service in the calendar year 2000, \$1365.00 to base pay,
2. Start of the 10th year of service in the calendar year 2001 and thereafter, \$1365.00 per year to base pay,

3. Start of the 15th year of service, \$2365.00 per year added to base pay; and
4. Start of the 20th year of service, \$2865.00 per year added to base pay.

The PBA also points out that Corrections Officers receive an "over crowded conditions" pay added to their base pay which Director Salemme testified, they will maintain even if overcrowding subsides. The PBA also points out that Corrections Officers receive the reduction in the number of steps in exchange for a 40-hour training differential.¹

Citing the Sheriff's Officers' agreement, the PBA notes that Sheriff's Officers receive 3.5% pay increases for 1998, 1999, and 2000, and also received a substantial base pay increase in 1997 of approximately 9.6%, allegedly to compensate for an increase in work hours. Corrections Officers, like the Sheriff's Officers, also received an increase in their Senior Officer Differential under the following terms:

1. Officers starting their 15th year of service, \$1000 per annum base pay increase;
2. Officers with 20 or more years of service, but less than 25 years of service, \$500 per annum base pay increase;
3. Effective March 1 1997, employees starting at 28th year of service, \$1500 base pay increase.

¹ These wage rates apply to employees hired before January 1, 1997.

The PBA notes that Sheriff's Officers also received an exceptional performance bonus a \$500 per year not included in base pay.

The PBA asserts that the difference in salary increases does not establish a pattern of settlement, but does justify the PBA's proposed base pay increase for the Senior Officer Differential and hazardous duty pay. According to the PBA, including these differentials will provide its members with equity in wage rates both within the County employment rolls, as compared to the Sheriff's Officers and Corrections Officers, and with Police Officers in the County's constituent municipalities.

The PBA also seeks equity in the application of the County residency resolution. According to the PBA, the County proposes that Officers hired before January 1, 2000 be grandfathered. In contrast, the PBA proposes that Officers hired on the before the date of this Award be grandfathered, and all others be required to remain residents for two years from their date of hire. According to the PBA, its proposal is consistent with the application of the resolution to Corrections Officers. Additionally, the PBA asserts that it more closely follows N.J.S.A. 52:17B-68, which prohibits residency requirements for municipal police officers. For these reasons, the PBA urges the award of its residency proposal.

The PBA also seeks benefits which it considers to be "almost on par" with other County law enforcement bargaining units regarding PBA time. According

to the PBA, the rigors of police work coupled with the long hours required by the County, leaves little time for officers the PBA to represent its members. Including PBA time in the Agreement, would give PBA officials means to properly represent the members bringing consistency within the County, according to the PBA. At the same time, the PBA maintains that its proposal includes safeguards to protect staffing levels and insure coverage.

Addressing the overall compensation criteria, the PBA asserts that the evidence discussed above shows that its members are deficient in several areas, which results in an overall reduction in the hourly rates for police officers when compared to municipal police officers. The PBA maintains that an award of its proposal is in line with compensation packages provided to police officers working in other municipalities within Union County. According to the PBA, this would have a stabilizing effect on the workforce, aid in retention of experienced officers, improve and improve self-esteem.

The PBA notes that the County has not presented evidence, nor has it disputed, that no CAP problem would result if the PBA's proposal were to be awarded. Turning to the financial impact on the governing unit, its residents and taxpayers, the PBA notes that the County has not claimed an inability to pay. In contrast, the PBA asserts that the evidence shows that the County can pay for its requested compensation package, and maintain and expand existing programs and services. The PBA points out that in 1999, the County had surplus revenues

of \$26,330,000.00. Additionally the PBA points out that for 2000 the County anticipates similar general surplus of \$26,000,000.00. The PBA maintains that there is no evidence that the County has been forced to cut back of service is to its residents and taxpayers. Instead, the PBA asserts that "an efficient and fiscally healthy County government . . . has been innovative and creative in dealing with and delivering new services."

Asserting that neither party has made a final offer equal to, less than, or even close to, the cost of living, the PBA asserts that this criterion should be deemed irrelevant. Finally, the PBA maintains that there is no evidence that the implementation of its proposal would have a detrimental effect on the continuity of employment of County employees. In contrast the PBA asserts that the County's proposals, if implemented, would likely have a negative impact on the continuity and stability and are needed to counteract the lure of higher paying positions within law enforcement community and in the private sector, were there are fewer job-related hazards. According to the PBA, a fair compensation package is necessary to maintain morale and an outstanding level of service provided by its members.

THE COUNTY OF UNION

Beginning with the comparability criteria, the County urges that the demographics and economic status of the jurisdictions used in comparison be

evaluated by the Arbitrator. According to the County, counties and municipalities it offers as comparable should serve as a basis for comparison rather than the individual municipalities suggested by the PBA. The County maintains that its comparables provide comparison to similarly situated employees. Additionally, the County urges comparison and consideration of salary increases granted to its non-law enforcement units. According to the County, a provision of a higher percentage increase to the PBA than was granted to its other employees would have a detrimental effect upon the County's labor relations. The County asserts that such a result of would create an impression that its non-law enforcement employees suffered so that its PBA members might prosper.

Additionally, the County asserts that the wage package agreed to by its other law enforcement units should be considered. Specifically, the County points to its settlements with the Sheriff's Officers and the Sheriff's Superior Officers. Both units agreed to salary increases of 3.5% in each or of their agreements. Additionally, Arbitrator Kurtzman, awarded 3.5% increases to the Detectives and Superior Officers in the Prosecutor's office for the 1998 through 2000 contract term. The County also points out that a wage proposal accepted by the Correction Officers also averaged 3.5% in each year of the 1998 through 2000 period. Asserting that continuity in salary increases among various County law enforcement units is crucial to stable labor relations, the County urges that an Award be comparable to those settlements.

Turning first to comparison of its employees with similarly situated employees in comparable jurisdictions, the County urges comparison with other large and socio-economically diverse counties in New Jersey. Looking to the counties and/or municipalities that share common traits with Union County, the County focuses on other urban counties including Bergen, Camden, Essex, and Morris Counties. In addition to sharing similar demographic traits, the County points out that in each of these counties, like Union County, has a Police Department performing the same functions as the Union County Police Department. Additionally, the County notes that the municipalities it uses as a basis for comparison share similar demographic traits with Union County and are located within the County.

Comparing Union County with the above counties and municipalities on the basis of population, population density, per capita income, poverty level, median value of the single-family home, real property tax rates, residential, commercial/industrial and vacant percentages of real property valuation, the crime rate per 1,000 citizens, and the violent crime rate per 1,000 citizens, the County asserts that the municipalities it selected are far more comparable to Union County than those municipalities offered by the PBA. Specifically the County points out that among the five comparable counties, Union has the fourth lowest population. Nonetheless, it is the second most densely populated county and has approximately 35,000 residents in poverty. Additionally Union County has the third highest per capita income and the third highest tax rate among the

five counties in considers comparable. The County points out that the value of the average single-family home in Union County is \$180,500, placing it in the bottom of the comparable counties. Almost all of Union Counties tax base is derived from its residential and commercial/industrial property owners. Specifically, the County points out that less than one percent of its property is vacant and 71.31 percent of its tax base is from its residential party owners. According to the County, these statistics demonstrate that the burden of future tax increases will be borne by its citizens.

Looking to the size of its police force, the County points out that it has approximately 49 police officers, placing it second among the comparable counties. However its crime rate per thousand citizens is 45.8 and its violent crime rate per thousand citizens is 5.0. These crime rates are the median among comparable counties with Essex County having the highest crime rate and Morris County having the lowest. Addressing the PBA's arguments that its comparison should be based upon should be based solely upon the numerous municipalities comparable to the Union County Police Department, the County points out that its Police Department performs somewhat different functions from that of a municipal police department and such comparison as the sole base is comparison is inappropriate.

According to the County, there is no requirement, statutory or judicial, that the PBA's relative ranking among comparables be improved through interest

arbitration, only that the status quo be maintained. The County asserts that for the purposes of this proceeding, it compares comparable salaries in 1997 to establish the PBA's relative ranking for the last two years of the previous contract term. A review of that comparison shows that overall PBA members are fairly compensated, according to the County. The County asserts that its comparison demonstrates that the PBA consistently ranks among the highest in starting salary (\$36,077 in 1997 and \$37,159 in 1998) when compared to other counties and municipalities. The County points out that its wage proposal will maintain, if not increase, the PBA's position at the top of the ranking among comparable communities in starting salaries. The County maintains that its salary proposal is an effort to keep PBA salaries at a competitive level compared to the salaries received by other County and municipal police departments. According to the County, its offer of 3.5% increase effective January 1, 1999; January 1, 2000 and January 1, 2001 will afford economic stability and security to all PBA members. Looking to fringe benefits, the County points out that the panoply of fringes available to its employees, when combined with the salary increase, demonstrates that PBA members are well compensated. Specifically, the County points to competitive sick leave in that each PBA member receives 15 sick days per year. Additionally each PBA member is paid for any remaining accumulated sick days at a 1:2 ratio to a maximum of \$10,000. The County also points out that it pays the entire health insurance premium for every PBA member and their dependents. The County also notes that PBA members are permitted to use 3 personal days each year and are provided with competitive bereavement and

vacation leave benefits. Additionally the County points out that all PBA members receive a clothing and maintenance allowance of \$850 and under the parties' stipulation, this figure will increase to \$1000 by the end the agreement. The County notes that the clothing maintenance allowance is greater than that received by all but three comparable counties and municipalities. Based on its analysis of comparable salaries and fringe benefits, the County asserts that its wage offer of 3.5 percent plus a 5.0% time adjustment, is fair and should be adopted by the arbitrator.

Next, the County and compares its final offers with salary increases receive by other County employees. Specifically, the County points to the three-year agreements it has entered with the Sheriff's Officers and the Sheriff's Superior Officers for the period from January 1, 1998 through December 31, 2000. The County points out that these agreements include a 3.5% across the board salary increase in each year. In addition, Interest Arbitrator Kurtzman awarded 3.5% wage increases in each year of the parties agreement in the interest arbitration between the Union County Prosecutor and the Prosecutors Detectives/Investigators and Superior Officers. The County has also entered into a three-year agreement for the period from 1998 through 2000 with its Corrections Officers, again with increases averaging 3.5% in each year are consistent with the County pattern. Accordingly, the County asserts that the increases granted to all of its law enforcement units averaged 3.5% in each year

of the respective agreements and created a solid pattern which, it asserts, should be adopted in this case as well.

Turning to its non-law enforcement units, the County points out that the averaged overall wage increases for those units for the period from 1998 through 2000 was 2.75%, or well below the pattern it established for its law enforcement units. The County cites its Agreement with Union Council No. 8, its largest Union, which provides a 2.7% increase in 1998, the 2.65% increase in 1999, and a 2.9% increase in 2000. The County maintains that the internal pattern of settlement, providing a 3.5% increase for its law enforcement employees, with lesser increases for its non-law enforcement units, may not be ignored. In support of this argument, the County cites the award of Arbitrator Joel Weisblatt in the interest arbitration between Essex County and Essex County Corrections Officers, PBA Local 157, as well as in the interest arbitration award issued by Arbitrator Jeffrey Tener and the Township of Maplewood and FMBA, Local No. 28. Relying upon these awards, the County maintains that a pattern of settlement creates a presumption supporting its offer, and to deviate from that pattern would not be in the public interest because it would "create tensions and rancor between the uniformed services." Therefore, the County urges adoption of its 3.5% wage proposal.

In contrast, the County points out that the PBA has presented no evidence other than collective bargaining agreements from municipalities that are not

comparable, in support of its wage proposal which would average out in excess of 3.5% in each year of the agreement. In its acknowledging that the municipalities cited by the PBA received increases somewhat more than 3.5%, the County asserts that these municipalities are not comparable to its police departments. The County asserts that the internal pattern of settlement supports its wage proposal and urges that the pattern of settlement among established law enforcement units within the County be carefully examined.

The County urges that the PBA's argument that it is entitled to wage increases in excess of 3.5 percent because the overall economic package provided to the other law enforcement officers. Looking first to the County's Agreement with the Sheriff's Officers, the County acknowledges that it includes stipends for specialized units. However, according to the County, the stipends effect approximately 30 out of the 122 Sheriff's Officers, and apply only to employees in specialized units. Addressing the increase in beeper pay from \$20 to \$50 provided to Sheriff's Officers, the County points out the only two employees currently carry beepers. In contrast, the County points out that it has already stipulated to several additions to the overall economic package, including a \$500 sick leave bonus, and increasing clothing allowance, and monetary stipends for Field Training Officers.

Turning to the opinion and award covering the Prosecutor's Detectives and Superior Officers, the County points out that the only additions to the

economic package are increases in the clothing allowance and in standby compensation. The County notes that it has also stipulated to the same increase in clothing allowance for this unit as received by other law enforcement units. Addressing standby compensation, the County asserts that it is not a significant benefit. The County explains that employees placed on standby or on a designated non-call basis, are compensated by receiving a straight time credit of 25 percent of the hours assigned to standby or on-call status. Additionally the County points out that payment is in compensatory time. According to the County, the impact of this benefit is minimal because employees are not placed on standby or in a designated on call basis. Additionally, the County points out that in Arbitrator Kurtzman's Award, Superior Officers were required to switch health plans to conform with the Detectives health plan, or to pay the difference between the two plans. The County maintains that this was a significant giveback for the Superior Officers. Accordingly, the County asserts that any argument that the Prosecutor's Detectives and Superior Officers received a greater economic package than that being offered here is not supported by credible evidence.

Finally, the County asserts that comparison of its final offer here with its settlement with the Corrections Officers should be rejected. In support of its final offer seeking a ten-year senior officer stipend, the PBA cites to the senior officer stipend provided to Corrections Officers. However, pointing to the testimony of Director Salemme, the County highlights that Corrections Officers agreed to

reduce the percentage increases in the salary guide from 3.5 percent to 2 percent to pay for that stipends. Additionally, Director Salemme testified that the ten year officer stipend provided to Corrections Officers applied to 152 out of 343 Corrections Officers, and the PBA's Senior Officer stipend would apply to 32 out of 49 Officers at a cost of approximately \$44,000. Director Salemme testified that the Senior Officer Stipend was provided to Corrections Officers in exchange for lower percentage increases at steps one through eight on the guide and the addition of four steps to the guide, as well as changes in the administration of overtime. The County notes that the PBA has not made such a concession and instead, has increased the percentage wage increases it seeks in each year of the agreement.

The County also seeks rejection of the PBA's claim for hazardous duty pay. The County asserts that the PBA seeks hazardous duty pay because the Corrections Officers agreement provides such pay when overcrowded conditions exist. The County points to the testimony of Director Salemme that there is severe overcrowding in the jail and there are serious dangers inherent in overcrowding. However, the County points out that Corrections Officers do not have control over the number prisoners placed in the jail on a daily basis.

Comparing its final offer with those received in the private sector, the County notes that the average private sector wage increase in a unionized setting was 3.2% in 1999 and 3.1% in 1998. The County asserts that when

compared to private sector wage increases, its final offer is the most reasonable. According to the County, its offer is not only greater than those received by private sector employees, but is also consistent with the increases received by the County's other law enforcement personnel. In contrast, the County points out that the PBA's proposal for across-the-board increases in excess of 3.5 percent in each year of the agreement is significantly greater than salary settlements in the private sector. The County also urges rejection of the PBA's argument that private sector data be given little weight to simply because private sector employees do not have job duties similar to those of its of the PBA members. Relying upon the interest arbitration statute, the County asserts that this factor be considered, and that the credible evidence supports its proposal on this criterion.

Addressing the interest and welfare of the public, the County cites to the award of Interest Arbitrator Lawrence I. Hammer in In the Matter of the Impasse and Interest Arbitration between the State of New Jersey and State Police Superior Officers Association, Docket No. IA-99-22, where Arbitrator Hammer stated:

The State, as a public employer best serves the public interest and welfare by striking a balance between satisfying its employees, thereby avoiding labor strife and maintaining a stable level of governmental services. While the State, like any municipality may have difficulty balancing these competing interests of budgetary financial restraints, it should not sacrifice fairness to its employees. By the same token, neither the State nor any municipality should reduce any aspect of essential governmental services merely to satisfy the economic demands of one particular group of government employees.

Interpreting the interest and welfare of the public to require a consideration of the cost of the parties' economic package in determining the reasonableness of their respective final offers, the County points out that under its proposal, members progressing along the steps of the salary schedule will result in a compounding effect and greater wage increases. The PBA's proposal is more costly than the County's. Specifically, the County calculates that its wage proposal will cost \$385,000 compared with \$488,000 for the PBA's proposal. The County maintains that when the significant cost difference is combined with the County's other law enforcement settlements and its concern for morale, its final offer is more reasonable and in the interest and welfare of the public.

Addressing the cost of living, the County points out that its proposal for a 3.5% increase for 1999 outpaces the increase in the CPI-U for the New York-Northeastern New Jersey region, which increased by 2.2% in 1999, by 1.3 percent. The County also points out that the CPI-U for the region increased by 3.1% for the first portion of 2000. Additionally, the County points out that the medical portion of the CPI has been increasing more rapidly than the total CPI and the County rather than its employees bears the full burden of that increase.

The County argues that its final offer best supports the continuity and stability of employment. Citing Director Saleme's testimony that the turnover rate among its police officers is low, the County maintains that it provides well

deserved salary increases, a time budget and a time adjustments, but permits the County to maintain its current level of services. In contrast, the County points out that the PBA seeks increases far in excess of the increases provided to other County law enforcement units. Therefore, the County asserts that the PBA's proposal might provide for the stability and continuity of employment among PBA members, it would devastate the morale and stability of employment among members of other County law enforcement units. For these reasons, the County asserts that its proposal is the most reasonable under the continuity and stability of employment criteria.

Turning to the County is remaining proposals, the County first discusses its proposal to increase PBA members' work schedule by 30 minutes on each shaft. Under this proposal, the County explains that the new work schedule for the patrol division would consist of four consecutive days of 11.25 hours of work per day, followed by four consecutive days off. The County proposes to increase Officers work time because first, it provides additional working time to staff shifts and second, it serves as a justification to provide PBA members with additional and substantial wage increases while staying within the County's established pattern. Again referring to the testimony of Director Salemmme, each PBA member would receive a 5% increase for the extra 91 hours worked annually or, stated another way, the extra 30 minutes of working time per shift. According to the County, the 5% increase is exclusive of the general 3.5% percent across the board wage increase and would be effective when the police officers begin to

work the additional time. In support of this proposal, Director Salemmé testified that under the current work schedule, PBA members work 2002 hours annually, compared with Sheriff's Officers who work 2132 hours per year and Corrections Officers who work 2206 hours per year.

According to Director Salemmé, because Police Officers work four-on, four-off, increasing their workday by 30 minutes would increase their hours to 2093 hours per year, for an additional 91 hours.

Further, under this proposal the County contemplates that all benefit time now be converted based on 11.25 hour day. In other words, under the current work schedule, benefit time is converted on the basis of a 10.75 hour day. Using personal time as an example, the County notes that police officers receive 24 hours of personal time. Under its proposal, and Officer using one entire shift of personal time would now have 11.25 hours deducted from his personal time rather than 10.75 hours.

The County contrasts its proposal with the PBA's work schedule proposal for a 5% time adjustment increase with only an additional 15 minutes per shift. The County maintains that the PBA's proposal does not rely upon any rational basis and substantially exceeds the County's established pattern of settlement. The County also asserts that there is no justification for such a proposal. Additionally, the County points out that under the PBA's proposal, the time

adjustments would not be included in how the County accounts for benefits. The County notes that currently when an employee takes the full shift off, he or she is charged with 10.75 hours. The County maintains that the PBA did not present testimony or document very evidence in support of this proposal, and such a proposal could have a devastating effect on the County's ability to staff its Police Department as well as on overtime costs. The County estimates that the PBA's proposal would result in approximately 2303 hours of overtime at a cost of approximately \$78,302. This estimate was calculated using the assumption that both the PBA's proposal to increase the work schedule by 15 minutes, as well as the PBA's proposal to deduct benefit time based on 10 hours were awarded. As the County calculates further, that if its proposal to increase the work schedule by 30 minutes is awarded but the PBA's proposal to deduct benefit time at 10 hours is awarded the overtime cost of 2303 hours would increase to \$97,877.50. The County asserts that it has presented substantial credible evidence in support of its work schedule proposal and that it should be awarded. However in the event that the smaller increase of time to the work schedule is awarded, the County requests that any smaller increase in work time be accounted for in the adjustment of wages and in how benefit time is calculated. In other words, should the work schedule increase by 15 minutes per shift, the County seeks a time adjustment for salaries 50% or a 2.5% time adjustment.

Addressing its other proposals, the County asserts that its proposal regarding detective stipends is consistent with a proposal accepted by the

Sheriff's Officers and Corrections Officers and is an attempt to maintain consistency among various bargaining units. Likewise, the County's residency requirement proposal is consistent with that accepted by the Corrections Officers and is a proposal to maintain consistency among its law enforcement employees.

In an effort to provide employees with a direct deposit option, the County proposes to establish a biweekly payroll and provide employees with direct deposit. According to the County its current weekly payroll system does not provide a direct deposit option and was adopted by unrepresented employees several years ago and all other bargaining units have agreed to this modification. The County notes that the PBA does not object to this proposal.

Addressing the PBA's remaining proposals, the County asserts that the PBA did not present evidence on any of these proposals. The County notes that the party seeking any change in interest arbitration bears the burden of proving that such a change is necessary and that the proposed change be supported by evidence. Pointing to the absence of evidence, the County urges rejection of the PBA's proposals including increase in the lunch break for police officers, creating a safe driving day, allowing Officers to accumulate compensatory time, giving release time to the PBA President and State delegate, and numerous wording changes. According to the County, the PBA's proposals are unnecessary or unwarranted. Given the lack of evidence, the County urges that each of these proposals be rejected.

DISCUSSION

I am required to issue an award based upon a reasonable determination of all issues in dispute after giving due weight to the statutory criteria which I judge relevant. The County and the PBA have fully articulated their positions on the issues and have submitted evidence and argument on each statutory criterion to support their respective positions. The evidence and arguments have been carefully reviewed, considered and weighed.

Many other issues besides salary remain in dispute. I apply the commonly accepted principle that a party seeking change in terms and conditions of employment bears the burden of establishing the need for such modification. That principle has been applied to each issue in dispute.

I conclude that this burden has been met with respect to the PBA's proposal to create a safe driving day. This proposal would reward officers without any chargeable on-duty motor vehicle accidents by crediting them with one day off to be added to vacation time. The proposal would reduce the incidence of chargeable on-duty motor vehicle accidents and work-related injuries which represent substantial potential cost to the County. The proposal is awarded.

The PBA's proposal for police schooling, which would provide access to schools and certifications with priority based upon seniority and low levels of training, is not supported by substantial credible evidence. It would also intrude upon management discretion with respect to selection for training and educational opportunities. Accordingly, this proposal is denied.

The PBA also proposes several wording changes to the Agreement, but without discussion of the impact of or the need for those changes. In the absence of evidence or rationale as to the need for the proposed wording modifications, they are denied. If clarification of contract language is needed, such clarifications may be pursued during the drafting of the new Agreement.

The PBA proposes to modify the current Agreement which provides the time off for PBA business to the State Delegate and to the PBA President. Under the PBA's proposal, the State Delegate would receive 144 hours off per year to attend local, State and county PBA meetings, with the Chief's permission. Additionally, the State Delegate and two alternates would be released from duty with pay to attend State PBA conventions. Under the PBA's proposal, the PBA President would be granted time off with pay to attend local, State and county PBA meetings as well as to attend grievances, negotiations, and other PBA business.

Pursuant to Article 17, Section of the parties' agreement, one delegate and two alternates are granted up to four days off, without loss of pay, to attend the annual State PBA convention. Article 17 Section 3 provides the State Delegate with time off with no loss of pay or benefits "to attend all meetings." Additionally, Article 17, Section 5 provides that the PBA President "shall be permitted time off with no loss of salary or other benefits in order to preside over a PBA meeting." Section 5 continues stating, "He shall also be provided time off from duty with no loss of salary to represent a member of the negotiating unit or be present at a meeting in accordance with other terms of the Agreement, including but not limited to grievance hearings, arbitrations, PERC and court proceedings and negotiating sessions.

The new language the PBA proposes is a reasonable supplement to the current language. The proposal could also serve to increase labor-management stability and conflict or grievance avoidance. For these reasons, the proposal is awarded.

The County proposes to increase the detective stipend from \$1300 to \$1500 for the six patrolman-detectives, effective January 1, 1999. The PBA does not object to this proposal, and it is awarded.

Both the PBA and the County make proposals concerning residency requirements for Police Officers. The County would impose a residency

requirement for Police Officers hired after January 1, 2000 and would grandfather all Police Officers hired before that date. The PBA proposes that Police Officers hired after the date of this Award be required to live in Union County for two years from the date of hire. The County maintains that its Sheriff's Officers adopted the same residency requirement it proposes here and that such a requirement would foster consistency among law enforcement employees. The PBA asserts that its proposal is an attempt to comply with the County's residency resolution as well as with the provisions of state law prohibiting residency requirements for police officers.² The PBA also notes that its proposal is consistent with the residency requirement included in the County's agreement with its Corrections Officers.

The PBA's proposal is a reasonable response to the County's residency resolution, and is similar to the proposal adopted by the Corrections Officers. The Corrections Officers agreement provides that all employees hired before January 1, 2000 will be grandfathered, and those hired after that date will be required to be County residents for at least two years after their date of hire. However, given the passage of time, it is no longer realistic to retroactively impose a residency requirement upon individuals hired since January 1, 2000.

² N.J.S.A. 40A:14-122.1 provides:

No municipality shall pass any ordinance, resolution, rule, regulation, order or directive, making residency therein a condition of employment for the purpose of original appointment, continued employment, promotion, or for any other purpose for any member of a police department and force and any such ordinance, resolution, rule, regulation, order or directive in existence on the effective date of this act or passed hereafter shall be void and have no force or effect.

Therefore, a residency provision is awarded that grandfathers all employees hired before the date of this Award. Additionally, as in the Corrections Officers' agreement, newly hired Police Officers will be required to be County residents for at least two years after hire. This provision will achieve the County's goals of requiring its new Police Officers to become County residents and of fostering consistency among its law enforcement units.

The County proposes to pay employees biweekly and to provide a direct deposit option. According to the County, in order to offer a direct deposit option to Police Officers, the weekly pay schedule must be converted to a biweekly schedule. The County points out that all other bargaining units have agreed to this modification. The PBA does not object to this proposal, and it is awarded effective July 1, 2001.

The PBA proposes that Police Officers be permitted to accumulate up to 24 hours of compensatory time per year, and that the County convert any unused balance to cash overtime at the end of the year. This proposal reasonably relates to the more unique aspects of police officer work as evidenced by similar provisions in many of the agreements submitted into evidence by the PBA. The absence of such a provision in the Agreements with the County's Corrections Officers and Sheriff's Officers is insufficient justification to reject this proposal due to the different nature of their duties. Thus, I award this proposal with the following modification. The use of this time shall be with the approval of

management because of staffing considerations. Such approval shall not be unreasonably denied.

I now turn to the main components of the parties' proposals addressing compensation, other compensation related issues, and adjustments to the workday.

The County, in its final offer, has attempted to respond to the PBA's concerns relating to salary equity with comparable law enforcement officers. The PBA, in the last year of its Agreement expiring December 31, 1998 received over \$2,500.00 less at maximum pay. To that end, the County has proposed 3.5% increases in 1999, 2000 and 2001, comparable to those received by its other law enforcement officers, and also a 5% increase in base pay as consideration for an additional 30 minutes added to the workday. The additional 30 minutes is also comparable to the work hours of the Sheriff's Officers and Corrections Officers. Although this proposal is unacceptable to the PBA in terms of the amount of salary and amount of time it seeks in exchange for the 5% salary increase, the PBA must recognize that the substance of the County's offer is a product of the PBA's demands that the County respond to the concerns for salary equity as expressed by the PBA during this process.

Based upon the total payroll of \$2,293,824 on December 31, 1998, the PBA's proposal exceeds the cost of the County's proposal by \$409,954 in 1999,

by \$322,192, including the cost of the County's proposed time adjustment, in 2000, and by \$228,917, in 2001. These figures are exclusive of pre-existing step increases and roll up costs, and assume no resignations, retirements, hiring or promotions.

By virtue of the evidence and arguments submitted by the County and PBA, the most substantial references in the record and in the briefs relate to the criteria which involve internal and external wage comparisons, the interest and welfare of the public and the financial impact of the terms of an award on the governing unit, its residents and taxpayers.

The PBA favors comparisons with municipal law enforcement units within Union County while the County places emphasis on internal comparisons and comparisons with other urban counties with similar police departments, including Bergen, Camden, Essex and Morris Counties. The PBA points to the parallels between the functions of County Police and municipal police. While County Police have similar functions to municipal police, this consideration does not, standing alone, dictate the conclusion that County Police and municipal police should have salary parity. It is a relevant factor but only one of many considerations to be weighed. Another consideration is comparison between County Police and other County law enforcement personnel, including internal salary equity. I must also consider comparisons with county police in other urban

counties. The County also seeks weight to be given to County non-law enforcement units.

Comparison with municipal police salaries in Union County does show that Union County Police Officers earn salaries below the average salary of \$55,753 in 1998 for municipal police officers. Comparison with other County police officers also shows that the average top step salary in Bergen, Camden, Essex, Morris and Union Counties in 1998 was \$55,479. That figure, however, was substantially skewed by the inclusion of the Bergen County police who earned \$79,305, an amount well in excess of all average police salaries in Union County and anywhere else. The average salary among County Police Officers in 1998, excluding Bergen County was \$49,522, comparable to the \$50,800 earned by Union County Police Officers. An Award of 3.5% in 1999 would maintain the position of the Union County Police in comparison to Police in Bergen, Camden, Essex, and Morris Counties:

County	Top Step 1998	Top Step 1999
Bergen	\$79,305	\$79,305
Camden	\$52,596	\$54,787
Essex	\$45,095	\$47,350
Morris	\$49,600	\$51,100
Union	\$50,800	\$52,578 ³

³ Assumes a 3.5% increase.

Both the PBA and the County agree that internal comparison should focus on law enforcement personnel. The County stresses the 3.5% average increase each of its other law enforcement units received in each year during the last round of bargaining. In response, the PBA asserts that there are significant differences in terms and conditions of employment and other benefits which demonstrate that there is little consistency among the County's settlements with its other law enforcement bargaining units.

Review of the settlements and prior agreements covering the County's Sheriff's Officers, Corrections Officers, and the Investigators in the Prosecutor's Office shows that their adjusted terms focused on establishing generally consistent salary and benefit improvements of 3.5%. Of course, each particular area of law enforcement involves specific areas of skills and expertise, but the fundamental role of the law enforcement officer reflects a community of interest in preserving law and order and promoting the public's health, safety and welfare.

Notwithstanding its claim of comparison to municipal police officers, this unit of County Police Officers has pointed out inequities between its terms and conditions of employment with those established for other County law enforcement units. This view has merit when the salaries of County Police Officers are compared with Sheriff's Officers and Corrections Officers. The contracts for Sheriff's Officers and Corrections Officers expired on December 31,

2000, while this contract for County Police Officers will expire on December 31, 2001. A chart reflecting the current disparity shows the following:

UNION COUNTY LAW ENFORCEMENT COMPARISON

Top Step Base Wage	1998	1999	2000	2001
Sheriff's Officers	\$53,349	\$55,216	\$57,148	---
Corrections Officers	\$53,349	\$55,216	\$57,149	---
Police Officers	\$50,800	---	---	---

The salary disparity between County Police Officers and Sheriff's Officers appears to have been created when Sheriff's Officers were given substantial salary increases in 1997 in exchange for a significant increase in work hours. The PBA demand for salary equity is sustainable given the existing salary disparity and must be achieved prior to pursuing further progression towards comparison outside of County employment. A review of the contracts in County municipalities reflects that the County Police Officers receive more than some and less than others and on average receive somewhat less. The terms of this Award will improve the relative standing of this unit with municipal law enforcement agencies in the County. For example, in 1999 Westfield received \$3,884 more at top step than this unit (as adjusted herein by a 3.5% increase) while in 2001 this difference will narrow to \$1,452. Kenilworth received \$2,532 more in 1999 but in 2001 this difference will narrow to \$456. New Providence received \$1,894 more in 1999 but in 2001 County Police will surpass New Providence by \$2,475.

In other words, although the PBA seeks equity through comparability with municipal law enforcement agencies in Union County, this objective, while partially achieved in this proceeding, needs to be deferred to future negotiations beyond this contract term, and in turn, equity with Sheriff's Officers and Corrections Officers needs to be achieved during this contract term. A salary adjustment of 3.5% increase in each of the three years coupled with a one-time 5% adjustment during the contract term will achieve this result. This would represent an increase of 15.5% over the contract term, an increase which would outpace the evidence on average settlements and awards on a statewide basis. The adjustments would reflect as follows:

Top Step Base Wage	1998	1999	2000	2001
Sheriff's Officers	\$53,349	\$55,216	\$57,148	---
Corrections Officers	\$53,349	\$55,216	\$57,149	---
Police Officers (3.5%)	\$50,800	\$52,578	\$54,418	\$56,322
Police Officers with Adjustment (5.0%)	\$50,800	\$52,578	\$57,148 12/31/00	\$59,148

In order to achieve this salary comparability, an adjustment in the length of the work day of 30 minutes is reasonable and shall be awarded. Because of the 4 days on/4 days off work schedule, this increase in work time amounts to only 91 additional hours of work in exchange for a 5% adjustment in pay. The annual hours of work would rise to 2093. The hours of work of all three groups are not identical nor are all of the stipends and benefits precisely identical but an hours adjustment, or one which still results in a favorable comparison for this unit among the three groups, is required to achieve this goal. Any perceived

inequities among these three groups may be pursued in future negotiations. . The amount of this increase coupled with the additional compensation related items in the award compel a rejection of the PBA's proposals for a senior officer differential beginning at ten years of service and for hazardous duty pay.

In rendering an award reflecting these terms, I also conclude that several adjustments to the County's proposal are required as evidenced by the contentions of the PBA which I conclude are valid. The PBA has pointed out that the Sheriff's Officers received their salary adjustment prior to working additional time. I resolve this inequity by awarding the increase in time effective July 1, 2001 while awarding the salary adjustment retroactive to the end of the workday on December 31, 2000. This will provide an additional 2.5% in non-base compensation for County Police Officers above and beyond the amount which would be provided if there were simultaneous implementation of money with time. I am also persuaded that the PBA's proposal for additional lunch time has merit. For this reason, I award 10 minutes of the additional 30 minutes to be directed towards a 10 minute extension of the current 20 minute lunch period within the additional 30 minutes. The additional 30 minutes per day shall also be reflected in the calculation of certain benefit time. I award the maintenance of the benefit time conversion at the existing level of 10 ¾ hours instead of 11 ¼ hours. With respect to personal days, I award that the value of each personal day be set at 11 ¼ hours rather than 8 hours. This will provide an additional 16.25 hours of personal time.

As stated above, I have determined that wage increases shall be 3.5% effective January 1, 1999, 3.5% effective January 1, 2000, and 3.5% effective January 1, 2001. A time adjustment of 5.0% shall be effective January 1, 2001. The time adjustment shall be calculated at the end of the workday on December 31, 2000, immediately prior to the calculation of the January 1, 2001 wage increase.

This Award results in a net new money cost of \$49,000 in non-base compensation in excess of the County's proposal over the term of the Agreement. It results in an annual average salary increase of 5.15% or a compounded increase of 16.4% over the life of the agreement, including the time adjustment. These figures are exclusive of, pre-existing step increases and roll up costs, and assume no resignations, retirements, hiring or promotions. Additional economic costs are associated with increases on the detective stipend, clothing allowance, safe driving day, sick leave incentive and economic benefit conversion.

I conclude that there is nothing in the parties' respective positions that would undermine the lawful authority of the employer. The County does not assert that either final offer would cause an unlawful impact under P.L. 1976 c. 68 (C.40A:4-45 et. seq.). Nor will this Award negatively impact the County, its residents and taxpayers. The County has experienced economic health in recent

years and is well able to spend the additional costs of the terms of this Award. This Award will provide salary increases totaling 15.5% over three years, with a compounded increase of 16.4% over that period, and will not have adverse financial impact upon the County, its residents and its taxpayers.

The overall compensation presently received inclusive of all benefits is enhanced by the benefits included in this Award, including a new compensatory time benefit, improvements to the PBA time provisions, a safe driving day, a ten minute increase in the lunch period, sick incentive bonus, six Field Training Officer positions, the employees' Bill of Rights, increases to the Uniform and Maintenance Allowance, and permitting minor discipline issues to be subject to binding arbitration. When considered as a package, together with salary adjustments totaling 15.5% over three years, this Award significantly improves the overall compensation presently received by County Police Officers.

In evaluating the merits of the last offers in relation to the remaining statutory criteria, the record reflects that while they are not irrelevant, they must be given less weight. For example, the parties' last offers are above the cost of living due to the need to address internal salary inequities. This factor, while tending to support the County's contention that the PBA's demands are overly generous and should not be granted as proposed, is nevertheless not dispositive of this result. The criteria speaking to the interests and welfare of the public and the continuity and stability of employment are relevant, but also not controlling.

The interests and welfare of the public will be served by additional police protection and salary equity among its law enforcement groups. The Award, by providing salary equity among the County's law enforcement employees, will also enhance the continuity and stability of employment of County Police Officers. Additionally, the total salary increases will improve the morale among Police Officers by eliminating the existing salary disparities.

The parties entered into stipulations regarding duration, a sick incentive bonus, Field Training Officers, increases to the Uniform and Maintenance Allowance, minor discipline and the employees' Bill of Rights. Those stipulations are included in this Award.

Accordingly, I respectfully submit the following Award.

AWARD

1. The terms of the existing labor agreement shall be carried forward without modification except for those provided herein, and any proposals and counterproposals not contained in this Award shall be deemed withdrawn.

2. **Duration**

January 1, 1999 through December 31, 2001.

3. Direct Deposit

Employees shall be paid on a bi-weekly basis and provided with a direct deposit option effective June 1, 2001.

4. Residency

All Police Officers hired before March 26, 2001 will be grandfathered. Police Officers hired after March 26, 2001 will be required to be residents of Union County for at least two years after hire.

5. Field Training Officers ("FTOs")

Six (6) Field Training Officer positions (FTOs) with a \$250.00 non-base stipend will be created. Assignment is at the Chief's discretion. FTOs shall be designated as Corporals and shall wear an insignia consisting of two (2) stripes. Corporals shall not be deemed superior officers, shall not have supervisory authority, and are not supervisors as defined by the PERC Act and Commission decisions.

6. Uniform and Maintenance Allowance

The clothing allowance will be increased by fifty dollars (\$50.00) each year to be paid in the first week of December of each contract year.

7. Discipline

Minor discipline shall be subject to arbitration.

8. Bill of Rights

Add the following new provision:

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any other employee advantage without just cause.

B. Any employee who is being questioned by a Superior Officer on a matter, which could lead to the discipline of said employee, shall have the right to have a PBA representative present during such questioning.

C. In order to insure the right listed above, an employee shall be informed as to the nature and purpose of the questioning prior to the commencement of any questioning. Sufficient information to reasonably apprise its the employee any allegation should be provided. If it is known that the employee is being questioned solely as a witness, the employee should be so informed at the initial contact.

D. Any employee who is or maybe the subject of a criminal investigation or recipient of criminal charges shall be given all rights due to any and other citizen under the same circumstances.

E. The questioning of an employee shall be done at a reasonable hour, preferably when the employee is on duty. An employee who is called into work on his off-duty time or held over his regular work shift at the request or order of a Superior Officer in order to answer any sort of job-related questions, or to be present or participate in any sort of disciplinary proceedings, said employee shall be compensated in accordance with the overtime provisions of this Agreement.

F. If a verbatim record is being made of the questioning, either via stenographer, court reporter, or electronic recording device, the employee shall be so informed and shall be permitted, upon his request, to have a copy of said record.

G. Nothing shall be placed in an employee's personnel file without the employee having been notified; having received a copy of said material; and having signed the original document to be so placed. Said signature does not represent the employee's agreement with the content thereof, but is merely indicative that this provision has been complied with prior to such placement. The

employee shall have the right to attach to and have become considered as part of the original document, such response or rebuttal as the employee may deem as necessary. (Stipulation 6).

9. Sick Incentive

Effective January 1, 2001, a five hundred dollar (\$500.00) bonus not to be added to base, will be paid to any Officer who uses no sick time during the previous year. Payment of the bonus is to be made by January 15th of the current year.

10. Detective Stipend

The Detective Stipend shall increase to \$1500.00 effective January 1, 1999.

11. Safe Driving Day

Effective January 1, 2001, an officer who completes an entire calendar year without any chargeable on-duty motor vehicle accidents will be credited with one (1) day off which will be added to the officer's vacation time.

12. Compensatory time

Officers may accumulate twenty-four (24) hours of compensatory time per year. If not used by the end of the calendar year, the County will convert the time to cash overtime and pay the officer. Compensatory time can be used in increments of one (1) hour or more. The use of this time shall be with the

approval of management because of staffing considerations. Such approval shall not be unreasonably denied.

13. PBA Time

A. State Delegate -- Shall receive 144 hours off per year to attend all Local, State and County meetings. If the Delegate takes off an entire shift, ten (10 ¾) and three-quarter hours shall be deducted from his PBA time bank. The Delegate shall obtain permission from the Chief to use his PBA time. The Chief shall not unreasonably withhold permission. In addition to the 144 hours, the State Delegate and two (2) alternates shall be released from duty with pay to attend State PBA conventions.

B. PBA Presidents -- PBA President shall be granted time off with pay to attend Local, State and County PBA meetings and to attend grievances, negotiations and other PBA business. The PBA President shall obtain permission from the Chief to use his PBA time. Further, the Chief shall not unreasonably withhold permission.

14. Benefit Time

Benefit time shall remain at a calculation of 10 ¾ hours.

15. Personal Leave Time

A personal leave day will be calculated at the length of time for the new workday of 11 ¾ hours instead of 8 hours.

16. Work Hours

Effective July 1, 2001 the workday shall be 11 ¼ hours. Ten of the additional thirty minutes shall be used to extend the lunch period to 30 minutes.

17. Salary

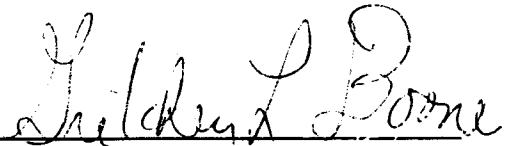
The salary schedule shall be adjusted at each step by 3.5% effective 1/1/99, an additional 3.5% effective 1/1/2000, an additional 5% effective at the end of the 12/31/00 workday for the time adjustment, and an additional 3.5% effective 1/1/01 after the calculation of the 5% adjustment. The top step salaries shall be as stated on page 57. All increases shall be retroactive to the stated effective dates.

Dated: March 26, 2001
Sea Girt, New Jersey


James W. Mastriani

State of New Jersey }
County of Monmouth }ss:

On this 26th day of March, 2001, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



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