

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION
P.O.BOX 429
TRENTON, NJ 08625-0429

Docket No. IA-2007-115

COUNTY OF PASSAIC and
OFFICE OF THE PASSAIC
COUNTY SHERIFF,

Employer-

and

PASSAIC COUNTY CORRECTION
OFFICERS, PBA LOCAL NO. 197
AND PASSAIC COUNTY CORRECTION
SUPERIOR OFFICERS,

and

PASSAIC COUNTY SHERIFF'S
OFFICERS, PBA LOCAL NO. 286
AND PASSAIC COUNTY SHERIFF'S
OFFICERS SOA,

Association-

OPINION

AND

AWARD

ARBITRATOR: Robert E. Light, mutually chosen by the parties pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission.

MEDIATION SESSION: October 17, 2007

HEARINGS: April 2, 2008, and July 9, 2008. Both counsel thereafter filed post-hearing briefs and supplemental material.

APPEARANCES: For the County
Brian W. Kronick, Esq. -Genova Burns & Vernoia

For the Associations
Richard D. Loccke, Esq.,- Loccke & Correia

This arbitrator rendered an Interest Arbitration Award in this matter dated August 28, 2009. On December 17, 2009, a Decision and Order was issued by the Commission as follows:

ORDER

The Interest Arbitration Award is vacated and remanded to the Arbitrator for reconsideration and issuance of a new Award that must explain which of the statutory factors deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor.

The arbitrator has endeavored to comply with the direction of the Commission by the issuance of the within Award.

BACKGROUND AND ANALYSIS

The Commission commented on the Arbitrator's prior analysis of criterion g1 under the Act, "Interest and Welfare of the Public", at page 12 of the Decision. While my statements in the original Award issued may have appeared conclusory, they were in fact the result of a complete review of the analysis offered by both parties on this criterion.

I have given significant weight to this criterion because it indicates, not only the Sheriff's Office being an integral part of the law enforcement community and an integral part of the delivery of essential services to the public but, in addition the interest and welfare of the public expands into subsequent criteria in that it leads to definitions and insights into an appropriate "universe of comparison" for other comparison purposes. Clearly the Passaic County Sheriff's Office is an integral part of the delivery of law enforcement services within Passaic County. Extensive testimony was introduced by the PBA through witnesses who performed specific services to the various towns as

well as exercising initial/original jurisdiction in certain areas. Undoubtedly part of this is due to the highway system and geographic location of Passaic County which places a significant burden from northeast area traffic on the Passaic County towns. PBA witness Murray testified about the geography and how it affects the thoroughfares vehicular, commercial and residential in the County. The Passaic County Sheriff's Office provides both primary and secondary jurisdiction services to all of the towns in the County. These include virtually every area of law enforcement service. The Sheriff's personnel conduct training at the County Police Academy and said training goes from new recruits to career officers. The officers in the bargaining unit are all empowered with full authority under the Motor Vehicle Act, Title 39, to enforce the laws and act both in a reactive and proactive basis in that regard. The County itself has a greatly varying land use from inner city issues (City of Paterson) to open space and rural issues (West Milford and Ringwood). A partial listing of the various services provided in said primary and secondary services to law enforcement throughout the area are included in the PBA brief from pages 13 through 17.

The record clearly establishes that this particular employer, the Passaic County Sheriff's Office, is part of a well-integrated system of law enforcement. This integrated system provides both direct assistance to municipalities and supplementary services that some of the smaller towns could not possibly afford. The testimony of PBA witness Nativo clearly illustrated this integration of services and provision of expertise to the various towns. Many examples were given and argued in the post-hearing briefs. Corrections personnel are included in the bargaining unit presentation however one must note that the traditional use of correction officers, inside facilities, is not the case

here. Passaic County Correction Officers often are part of various teams and special services units that operate outside of correction facility premises and again are part of the integrated service and law enforcement community within the County. Many examples were given during the testimony of PBA witnesses. With respect to correction officers further, many examples were provided as to the nature of the workplace, the changing type of issues and challenges which confront the officers on a regular basis and the alarming trends in this regard. In this regard, Corrections Captain DeFranco testified at length about trends in the workplace and specialty units in which correction personnel traditionally participate.

The proofs introduced at hearing through witnesses' testimony, all subject to cross-examination, were deemed very important in the overall resolution of the issues in this case. The proofs establish the integration of law enforcement services within the County, the nature of the work of employees in the bargaining unit, and most importantly establish a reasonable measure of judging the appropriate "universe of comparison" for subsequent criteria analysis.

With respect to criteria g1 under the Act, Interest and Welfare of the Public, the public employer omitted argument on the subject in general and focused only on the single issue of finance. The employer focused its summation arguments, for example, on almost its exclusively fiscal issues, although the heading was "Interest and Welfare of the Public" (see employer brief pp. 61 through 64). It is acknowledged that financial matters are of great concern and relevance however they are best argued under the designated criteria. There is no contest from the employer that these personnel in the bargaining units serve vital law enforcement services and are an essential part of the

law enforcement community in Passaic County. With respect to the employer, of course, it should be noted that at all times the employer presentation was respectful and acknowledged the services of Passaic County Sheriff's Officers and did not criticize the productivity, performance or professionalism of these personnel. On these points the parties appear to be in agreement.

Based upon a thorough analysis of the proofs of both parties with respect to the "Interest and Welfare of the Public" I give significant weight to this criteria in the ultimate analysis and for reasons stated find that this criteria was best argued and established by the employee organizations. The properly compensated work force that is performing this nature of service and this quality of service is recognized. Continuity of service and an appropriate career path, an integral part of compensation, is appropriate and best fostered through proper compensation. The public's interest and welfare are best served by having a cadre of high performing professionals who are career minded, serving these most important points.

COMPARISONS OF TERMS AND CONDITIONS OF EMPLOYMENT

As noted earlier, significant weight was given to criterion g1 under the Act in part because it aided in the creation of an appropriate universe of comparison for analysis of the comparability criterion. Here the parties differ greatly in their proofs at hearing and in their arguments post-hearing. The PBA focused on Passaic County municipalities and area departments. The public employer focused primarily on other Passaic County law enforcement units (see employer brief, page 31) and other Sheriff's/Corrections Officers in the State (see employer exhibits S59 and S71). The employer's principal comparability arguments were focused on said exhibits and the fact that certain

statutory commonality exists with respect to County Sheriffs throughout the State. What is not considered in the County's arguments is the totality of function and the actual services provided by the Passaic County Sheriff's Officers as compared to other Sheriff's officers in other parts of the state. For example, one must question whether comparability is best achieved by considering the actual services, duties and work relationships between the Passaic County Sheriff's Officers and the various municipal police personnel throughout the County of Passaic or is it best measured against such other counties such as Salem, Cumberland, Cape May County, etc.? Once again, one reverts back to the comparability arguments which were in part supported by the interest and welfare of the public presentation. Is a Sheriff's Officer in Gloucester County doing the same work as a Sheriff's Officer in Passaic County? The PBA proofs through officers Nativo, DeFranco, Murray and others establishes a record of the actual job function and the interrelationships with other agencies in the regular day to day performance of duty. This same quality of proof was not provided by the public employer. Once again the greater weight given to the employee organizations' presentation of criteria g1 reflects on the best method of comparability under subsequent criteria under the Act.

The employer provided graphs and charts with respect to the Passaic County Sheriff's compensation as against all twenty-one Sheriff's Officers in the state. With respect to these charts, it does appear that the Passaic County Sheriff's Officer is paid on an above average basis and receives benefits which are superior to the average. The same holds true for Passaic County Corrections Officers which are also shown to be among the highest paid in the state based upon the employer proofs. This cannot be

contested. I had given greater weight however to the PBA exhibits which reflect the total compensation realities among northeast New Jersey law enforcement agencies and, in particular, Passaic County law enforcement agencies with whom these employees work. Further, I take arbitral notice that the cost of living is different in distant areas of the state. To live on the threshold of New York City and well within the metropolitan area would seem to clearly indicate a higher cost of goods and services than one who lives, perhaps, in Salem County. The PBA's proofs are focused in an area where these employees not only work but also reside. For these reasons I place significant weight on the PBA chart number 1 and PBA chart number 2 at the PBA brief pages 30 and 32 respectively. Therein is established the essential base rate comparison among the most appropriate comparables and in addition the rate of change of base pay for the years at issue in this proceeding. Such chart analysis and area analysis were not provided by the public employer.

An example of the public employer's standard of comparison is set forth at exhibit S-58 at which the top salary for Passaic Sheriff's Officers is compared to other Sheriff's Officers in the state. The basis for comparison, as has been noted above, is again questioned. Another question is how the standard of "top salary" was developed? Does this include items which may have been folded-in and paid along with base pay? The PBA has provided significant showings of actual complete contracts which shed light on various types of comparison. The same is to be said for exhibit S-60 which compares supervisory pay. The same questions arise however and one must again question whether a comparison of compensation at various rank levels in Passaic County may be compared to counterparts serving in Cumberland County. When one

considers comparisons of supervisory rates many other questions arise. How large is the work unit? How many supervisors of the various positions exist? What is the span of control and supervisory obligation in the various locations? The employee organizations presented testimony of supervisors who described their work obligation, daily duties, span of control, and all other aspects of their employment on the record. In order to have validated additional comparisons one would need some additional showings with respect to these other counties advanced by the employer as comparable on S-60.

The same method of comparison and differential and standards for comparison exist with respect to correction titles. Employer exhibit S-73 compares salaries of corrections officers statewide and reflects an above average position of Passaic County correction compensation over state average. This may be true but the same questions arise as to whether valid comparisons may be made between living in the county of Passaic with its attendant costs and obligations as compared to such distant places as Salem, Gloucester or Cumberland counties. This same type of analysis covers the other charts presented by the employer with respect to comparisons of Sheriff's personnel in various locations throughout the state. If one is to draw comparisons between any other Sheriff's Office then perhaps the best one would be the Bergen County Sheriff's Office as said county shares a common border with Passaic County and, consistent with the proofs, does have inter county activity. The Passaic County Sheriff's Office doesn't fare so well in said comparisons.

The employer argues persuasively that some medical contribution is a part of the compensation package in various law enforcement agencies around the state of New

Jersey. The analysis and listing of peers is found on employer exhibit S-179. I find this information, covering many different departments about the state, to be entitled to significant weight. Notably however the recent Awards cited by employer counsel are principally municipal police contracts. In effect, the employer, to support its argument that a Sheriff's Department should be afforded some contribution on medical, uses local police as this support. This would seem to be at odds with the earlier arguments of the employer that the best comparability is with other Sheriff's officers. I am willing to overlook this inconsistency as the employer does make a case based on comparability of law enforcement officers generally that the trend is toward providing some level of contribution on the subject of medical.

Both parties have argued the subject of private sector employee compensation. Employer exhibits compare the Sheriff's officer compensation in Passaic to "sales and related occupations" pay rates (see exhibit S-129). Conclusions are then drawn in the employer brief (page 47) of a significant lesser percentage position. The question presented however is whether these are valid comparisons with such employer asserted comparables as contracts including the Jersey Central Power and Light (S-130), New Jersey Symphony Orchestra (S-131), and various health care institutions with respect to their employees. The employer even noted the contract settlement with L'Oreal USA as a comparable (S-136). These are certainly far reaching comparisons.

On the subject of private sector comparisons, the employee organizations advance several legal arguments which are persuasive. Special treatment under various state and federal laws are noted such as the Federal Fair Labor Standards Act, New Jersey Wage and Hour Laws and the duties and initial obligations placed on said

law enforcement employees under numerous statutes (see PBA brief pages 37-39). I am convinced that the best comparisons are those with other personnel doing the same or similar employment and have the same or similar work obligation.

On the issues of comparability and appropriate comparables, I give greater weight to the employee organization testimony and exhibits than to the employer presentation. In essence I am acting consistent with Arbitrator William Weinberg's ruling, as argued by the PBA, that police comparisons are the strongest when in a local area. (See PBA brief, pages 41 and 42). Significant weight is placed on the analysis of this criteria as it forms a baseline for comparison and a standard for judgment and assessment and delineates an appropriate grouping for analysis.

FINANCIAL CONSIDERATIONS

A review of this case consistent with criteria g5, g6 and g9 is based upon substantial showings by both parties at hearing. I have placed great reliance on the actual financial statements prepared and filed in the due course of the governmental requirements by the County of Passaic. One will first address the issue of Cap calculation. The County Budgets were placed in evidence as S-20 to S-22. The most recent budget in evidence, 2008, shows that the tax levy is below the maximum allowable under the levy Cap by over \$3.8 million. There certainly appears to be no Cap issue with respect to the levy limitation. The budgets also show that in each year the appropriation Cap was not exceeded and in fact there were significant adopted budgets in each case which were well inside the appropriation Cap limit. While no doubt the Cap laws are guideposts for both tax increase and appropriation expenditures, this public employer was able to consistently adopt budgets, in evidence, which were well inside the Cap limitations. While this is not, in itself, license to spend, one cannot overlook the fact that there are no demonstrated Cap limitations on either the appropriations or levy side which would prohibit an award within the offers of either party.

Considering the costs of the bargaining unit in the most recent known year, I reviewed the employer exhibits S-5 through S-8 in which the employer states the number of persons in each title and the average pay of each title. Below is set forth in graph form the employer's presentation of evidence with exhibit number reference. The total payroll for all base pays for all bargaining unit personnel in all titles represented is just over \$45 million. These calculations

are all based on employer exhibits as noted.

Number Average Pay Rate

EXHIBIT	TITLE			
S-5	Sheriff Officer	205	\$78,100	\$16,010,500
S-7	Sheriff SOA	43	\$104,437	\$4,490,791
S-6	Correction Officer	290	\$69,319	\$20,102,510
S-8	Correction SOA	45	\$104,091	\$4,684,095
				\$45,287,896

The question is with respect to the impact on the taxpayers. As argued by the employee organizations, and correctly pointed out, the Annual Financial Statement (Annual Financial Statements for successor years introduced by employer as S-14 through S-16) indicate that for the year 2007, the most recently completed year prior to my Award, the amount realized in revenue was just over \$404,438,000. The cost of the bargaining units, as noted in my graph above with respect to base pay was \$45,287,896. This represents 11% of the County revenue as an expenditure. This number does not take into account the significant revenues brought in by Sheriff's Department operations which clearly offset the cost of said operations. For example, the traffic division brought in over \$577,000. in 2006 (P-4). Significant Grant money was brought in in each year in evidence before me. On the corrections' side, even the employer acknowledged significant sums collected by Passaic County from the housing of other jurisdictions' inmates. For example, in 2008 the County collected \$3.7

million for housing federal inmates (see employer brief page 53). There are other offsets to costs through Grants, various types of appropriations, and fees for services which were enumerated through the testimony of witnesses at hearing. All of these elements tend to offset the cost of operations noted above.

Notwithstanding these offsets, and for consistency, I will compare the unadjusted and, without offset, base pay costs of these bargaining unit members as against the County's most recent year revenues in the proofs before me. Clearly 11% of the County's budget is not of paramount issue to a local taxpayer. The reason is that the County taxes are only a fractional part of a residential taxpayer's tax bill. For example, where County taxes may be 10% of the total tax levy in a given town then the taxpayer impact is only 1/10th of the 11%. Under said circumstance the taxpayer is impacted by just over 1% of the total tax bill for the services of the employee organization in this case. Using said example, a local taxpayer with a \$5,000 tax bill would have \$50 of said \$5,000 tax bill allocated to Sheriff's operations. This includes of course both Corrections side and Sheriff's side. Each 1% of increase on the global employee organizations' base pay at issue in this case would therefore have an annual impact of 50¢ to said hypothetical taxpayer. Broken down further, this represents just over 4¢ per month. While a higher base tax rate would require slightly higher impacts, the overall calculations are clear. The public is receiving a very significant service from both the Corrections side and the Sheriff's side with respect to offsets of what otherwise would be local costs for special services and training and the high level of integrated service which is provided by the Sheriff's Office as part of the

law enforcement community in the county. This minimal impact in economic cost is more than offset by the significant value received. The interest and welfare of the public are clearly well served by the minimal impact in local taxes caused by a percentage point change in this bargaining unit's payroll.

Referring to my chart above which schedules the total payroll based on employer exhibits, the total cost of my previously awarded 4% is \$1,811,051. That amount would increase by 4% in each contract year or approximately \$75,000 per year increase per annum. (In the first year the increase is \$72,460.). I acknowledge that there is some other impact of base wage, for example longevity, several considerations as to even that small impact must be reviewed. First of all, not every officer gets longevity. Secondly, early step longevity are very small numbers and only most senior officers approaching retirement receive a higher level of longevity. Said higher impact people are in the minority. Additionally, this ancillary impact affects both parties' positions. It appears from my calculations that the differences in extended impact between the two parties' positions as an independent impact consideration is a minimal issue. Said number would also be offset by any retirements. Whenever an employee retires the offset to cost of payroll operations is significant. I of course have not been provided with the time and statistics for the interim term however I will rely upon the testimony of witnesses at hearing on the subject.

It would appear that the largest single fiscal problem which the County has suffered in the immediate period preceding my arbitration hearing was with respect to a golf course. Much testimony and several exhibits were presented at

hearing regarding this transaction. Apparently the County decided to sell the County golf course to the Passaic County Improvement Authority for some \$22 Million. The Superior Court Appellate Division stopped the transaction. (see exhibit P-19). Given the way this transaction was created it would seem small wonder that the court blocked it. The transcript of the cross-examination of the County Administrator, quoted in the PBA summation brief at pages 47 and 48, appears to clearly explain what was attempted. The County's Improvement Authority, made up of persons appointed by the Passaic County Board of Chosen Freeholders, met to negotiate with its designee also appointed by the Passaic County Board of Chosen Freeholders. These two representatives, both created by the Freeholder Board in the same county, met and negotiated between themselves and came up with the plan that was rejected by the court. There were no bids for this property and the value was set without a current appraisal. There was no advertisement of the sale. Each of these elements which were ultimately struck down by the courts were noted clearly in the cross-examination of the county's administrator and examination by the PBA is set forth at pages 49 and 50 of the PBA brief. Any problems with respect to this were brought upon the County of Passaic by its own actions and created by its own plans.

The county has also retained an independent company, Salomon Ventures Ltd., to report and make recommendations about health care. The testimony of the Salomon representative was on the second day of hearing but the recommendations were incomplete and no action was taken, as of the date of

the hearing on those recommendations. Administrator Denova acknowledged that even Salomon Ventures did not recommend any cost sharing or premium sharing or co-payments by employees. They didn't recommend it and he acknowledged same. (see second day of transcript, argued by employer organizations at page 56 of summation brief).

Public employer in its summation and challenge also talked about layoffs. This information is simply incorrect. In a bargaining unit of close to 600 total persons, there were 3 layoffs. This is hardly a significant factor. Mr. Denova acknowledged that there was only 3 persons laid off out of the entire employee bargaining unit over the several years being presented at hearing. For these reasons I did not give significant weight to layoff issues or assertions. They were not a significant factor in my evaluation of this case.

Based upon the proofs before me the larger issues were, with respect to employer economic arguments, those of self creation and in some cases the ignoring of experts recommendations. The employer's own county administrator acknowledged that there was no Cap issue and when asked specifically about the formulas created by statute controlling budget Caps and that the "revenue Cap provisions first in effect for the year 2008 were all okay." The exchange between Mr. Denova and the employee organization on cross-examination results in Mr. Denova acknowledging that all Cap requirements were met and this includes the revenue side Cap. (Transcript page 60, lines 10-18). Even employer witnesses such as the insurance representative Mr. Presutti were not able to testify, without speculation and supposition, on key issues regarding

health coverage. He acknowledged that multiple variables would have to be taken into effect and that he could not testify as to the cost of coverages in future years. (see employee organization brief page 58 wherein specific transcript lines were quoted).

What we have therefore presented from the parties is a single issue of wages presented by the PBA which is costed out based upon my Award and a vague set of positions taken by the employer which were not costed out. Many of the employer positions had no supportive testimony at all. In many of these ancillary issues it was not a question of balancing relative weight of evidence or testimony but rather an absence of testimony altogether. Even the employer exhibits place charges or values on some non-cash costs such as time off. This is difficult to equate because the employer did not establish that whenever a person takes a day off there must be backfill by another at time and one-half. Absent appropriate proofs one would have to speculate as to what the resultant cost would be of a day off. I will not speculate on this point.

I have placed great weight on commentary and observations based upon official government documents placed in the record which documents are prepared by the public employer in the ordinary course of business and pursuant to law. The Annual Financial Statements were placed in evidence as S-14 through S-16. Reports of Audit were sequentially placed in as S-17 through S-19. The County Data Sheet exhibits were S-20 to S-22. One may note that these are all employer exhibits and are so noted. The employee organization did not object to these exhibits going into evidence. The analysis of these

documents appears at pages 59 to 64 of the employee organization summation brief. These comments in graphic form were given great weight as they are based on the employer exhibits above referenced. The unexpended balance of appropriation reserves (AFS Sheet 19) shows an impressive increase in the most recent information available. Fund balance utilization (2007 Report of Audit) is the lowest among all years identified. The tax rate over the six years noted have been almost flat. There have been no significant increases in the six year period and this certainly weighs against the County's assertions of an increased tax load. The tax levy collection rate is not an issue as counties by law all receive 100% of the appropriate county portion from the levying jurisdictions. Even the Report of Audit for 2007 shows a huge increase in the total tax levy which is a result most likely of development elsewhere about the County. In the period from 2004 to 2007 the levy, 100% of which was collected, has risen from a 2004 rate of \$193,502,856. to \$253,177,231 or an increase of \$59 million plus dollars. This is an over 25% increase in a short span of years. Property values, based on the 2007 Report of Audit, also shows significant increases. As noted earlier, based on exhibits and testimony neither the appropriations nor levy Cap is an issue in this case. If one is arguing that this county is not fiscally stable or is in some sort of fiscal distress, said argument is not supported by the various financial documents.

I have given significant weight to the financial criteria noted above and find that the impact on the taxpayers and residents is *de minimis* and the significant offsets to law enforcement and public safety provided by the officers in these

employee positions is of extreme value both in service and economic value. The proofs provided through the testimony of PBA witnesses showed a force that is supplementing local police departments and saving those departments from additional costs in manpower, training and equipment. While said saving is difficult to quantify, this type of county law enforcement agency provides direct benefits which do have a positive impact on the local jurisdictions. The specialty units, equipment and training of the bargaining unit personnel are available on an as needed basis to the local jurisdictions. This means those towns don't have to hire additional people, go through the cost of additional training such as maintaining dogs, *etc.*, or have additional equipment where a Sheriff's Office can actually mass forces on short notice and aid the various towns in their special needs as they arise. I have also not taken into consideration the significant offsets to Sheriff's operation costs by virtue of many sources which were identified in the proofs and testimony. Each of these would weigh in favor of my Award as they result in a reduced impact on the public.

A review of this case under criteria g8 under the Act provides support for my earlier Award and is an area where I placed significant weight. This criterion mentions private sector contracts and certainly, as argued, area standards and going rates are relevant in that regard. The weight previously placed on the appropriate universe of comparison and the resultant charts again is referenced. The employee organization has focused on a single issue that it deems the most important i.e. base wage. Both parties have sought a 5 year contract term and therefore there was no issue with respect to term in my Award.

I must make particular note of the fact that neither party has requested to supplement the record that was closed many months ago. This case has been adjudicated originally and reviewed subsequently based on evidence in the record at hearing. No party has requested that the record be supplemented in any regard nor reopened at any time. Notwithstanding what I believe to be a required reliance upon the record, I, personally, have not been living in a vacuum in the recent past. The original Award of 4% in each of five years was clearly supported by the record at the time it was rendered. The evidence was complete and properly supported my award of 4% per year. Each party requested a 5 year term.

However, as noted, I have been cognizant of the economic changes that have been occurring since my original award was issued, and for that reason alone I will take arbitral notice of said changes. I will make a reduction in the impact of my Award notwithstanding the party's failure to supplement the record for reopening. I believe that a moderate accommodation could be made to these points addressed and I will reduce my Award appropriately in each of the 5 years that the parties have requested. By this modification I will be at least addressing some of the changes that have occurred globally since my original Award. I must note of course that these hardworking public safety personnel have been without an increase for years and the employer has had access to whatever funds may be due for those years. An appropriate balance I believe is struck by modifying my Award as set forth above effective on each successive January 1 of the contract term. My Award covers five successive years January 1, 2007 through

December 31, 2011.

AWARD

The Award dated August 28, 2009 is adopted in its entirety herein except to the extent that the wage increases shall be as follows:

Effective April 1, 2007, a 3.75% across-the-board increase at each rank, step and position on the Salary Guide.

Effective April 1, 2008 a 3.75% across-the-board increase at each rank, step and position of the Salary Guide.

Effective April 1, 2009 a 3.50% across-the-board increase at each rank, step and position on the Salary Guide.


Effective April 1, 2010 a 3.50% across-the-board increase at each rank, step and position on the Salary Guide.

Effective April 1, 2011 a 3.50% across-the-board increase at each rank, step and position on the Salary Guide.



ROBERT E. LIGHT, ARBITRATOR

On this 27th day of April 2010 before me personally came and appeared **ROBERT E. LIGHT**, 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 the same.



LEE M. MASELLI

Notary Public of New Jersey

My Commission Expires March 3, 2015