

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of Arbitration Between:

MONMOUTH COUNTY SHERIFF

"Employer,"

- and -

PBA LOCAL 314

"Union."

**INTEREST ARBITRATION
DECISION AND
AWARD**

Docket No. IA-2002-061

**Before
James W. Mastriani
Arbitrator**

Appearances:

For the Employer:

Robert J. Hrebek, Esq.

For the PBA:

James M. Mets, Esq.
Mets, Schiro & Kleinle

The County of Monmouth (Sheriff's Office and Board of Chosen Freeholders) [the "County"] and Monmouth County Sheriff's Officers, PBA Local 314 [the "PBA"] are parties to a collective negotiations agreement [the "Agreement"] which extended through December 31, 2001. An impasse developed between the County and the PBA resulting in the submission of the dispute to interest arbitration pursuant to the rules of the New Jersey Public Relations Employment Commission. In accordance with the rules I was designated to serve as interest arbitrator.

Pre-interest arbitration mediation sessions were unsuccessful leading to a formal hearing held on October 3, 2002. Testimony was offered by PBA witnesses David Finck, Sheriff's Officer - Joseph Tuohy, President of PBA Local 314 - Michael Deroian, State Delegate - Ron Warwick, Special Investigations Unit - Robin Eckel, Security Service Bureau - Thomas Duda, Sheriff's Officer, Civil Process - James Fay, I.D. Bureau Officer - Patrick Hamor, I.D. Bureau Officer - Richard Vizzi, Field Training Officer for the Transportation Division. On behalf of the County, testimony was offered by Fredrica Brown, Personnel Officer for the County and Thomas Reiff, Chief, Law Enforcement Division. Post-hearing briefs and reply briefs were filed by each party, the last of which was received on May 1, 2003. At that time, the hearing was deemed closed.

As required by statute, the County and the PBA submitted the following last offers on the issues in dispute.

MONMOUTH COUNTY SHERIFF'S FINAL OFFER

ARTICLE 9 - SALARY

Section 1. The wage agreement and step reduction agreement shall be as set forth on Appendix A.

Section 2. Employees Hired After 1, 2002

A. Effective April 1, 2002, and applying only to employees newly hired after April 1, 2002, step movement shall continue to be annual, however each new employee's anniversary date for step progression shall be calculated on the next quarterly start date following the date of hire. The new start dates will be as follows:

January 1
April 1
July 1
October 1

B. A new employee shall have as his or designated start date the designated quarterly date listed above which next follows the original date of hire. For example, a new employee hired on March 15 shall be designated for step movement purpose only as being hired April 1 of that year. A new employee hired in August would be designated for the commencement of the initial year as being hired, for pay step purposes only, on October 1 of said year. Once a start date as above outlined has been designated for an employee, then said employee shall continue to move on an automatic annual step movement basis until reaching the maximum pay rate. Except for the designation of a start date for calculation purposes, all other aspects of the automatic annual step movement program shall continue and survive the agreement.

Section 3. All employees hired prior to April 1, 2002 shall continue to move on the automatic annual step movement basis previously established, effective January 1, of each year.

Section 4. Effective January 1, 2002 all previously designated "Off Guide" people shall have their respective base wage rates merge into and be the same as the maximum base pay rate for the top step correction officer pay rate.

Section 5. Notwithstanding those new employees hired after April 1, 2002, effective the first pay in January 2002, employees shall be compensated in accordance with the automatic annual step increment salary guide included as Appendix A, which guide shall survive the expiration of this Agreement.

Placement on this guide shall be as follows:

<u>2001 Base Salary</u>	<u>2002 Steps</u>
\$28,000	Step 1 \$35,050
\$33,000	\$46,050*
\$35,000	Step 2 \$38,625
\$37,500	Step 3 \$41,200
\$40,000	Step 4 \$43,775
\$42,500	Step 5 \$47,000
\$45,500	Step 6 \$49,440
\$48,000	Step 7 \$52,100
\$50,500 & \$56,000	Step 8 \$60,000

*Not in step for 2002 will go to Step 2 in 2003

Section 6. Movement on the guide shall be as indicated in Appendix A. For the years 2002 and 2003 employees shall move from one year to the next on the salary guide as of the first full pay period of each new year (except for those employees hired after April 1, 2002 whose movements shall occur on the designated quarterly date as mentioned in Section 2 above). For the year 2004 employees hired prior to April 1, 2002 shall move to the next step on the salary guide effective March 1, 2004. Employees at maximum Step 8 and Step 7 (2003 & 2004) shall remain at that step year to year.

APPENDIX A – SALARY GUIDE

<u>Step</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Entry Rate	28,000	28,000	28,000
1	35,050	35,050	35,050
2	38,625	39,700	40,500
3	41,200	42,400	42,700
4	43,775	45,000	46,000
5	47,000	50,000	52,000
6	49,440	55,000	56,600
7	52,100	62,500	70,000
8	60,000	n/a	n/a

This is an annual automatic step movement system which is intended to survive the contract.

ARTICLE 15 – INSURANCE

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne by the County.

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. however, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions.

Section 3. The provisions of Board resolution #94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

Section 4. Bargaining unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County with a \$3.00 co-pay for prescription drugs and a \$1.00 co-pay for those who use generic drugs. It is understood that the co-pay mentioned herein may be changed no sooner than January 1, 2003, but it is agreed that the change shall not exceed \$15 for prescription drugs and \$10 for generic drugs.

Section 5. The statutory compensation provided in NJSA 34:15-12(a) and applicable law, is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12(a) shall apply. The employee shall in no way suffer a reduction of net pay as a result of the injury or disability during the first year of disability.

ARTICLE 22 – TRANSPORTATION

Section 1. The parties agree that the Law Enforcement Division of the Sheriff's Office shall perform the following transportation duties:

- a. Monmouth County Court House (transportation to and from County Jail and Court House, custodial responsibility within the Court House, and escort duties to and from the holding area within the Court House and the respective courtrooms.).
- b. Inmate transportation to and from all other penal institutions outside of the County (State, Federal, other Counties), Out of State prisoner transport, Witness Protection Program transport, transportation to and from other penal institutions and courts (Other Countries, State, Federal).
- c. Transportation of prisoners to and from hospitals and specific mental and/or physical detention facilities.
- d. Transportation of inmates to and from treating physicians, dentists, medical technicians, and the like.
- e. Transportation to treatment clinics (not detention in nature).

Section 2. The parties agree that unit members [Correction Officers] shall be responsible for all transportation duties as may relate to and be performed under categories (subsections) (b) and (c), as stated herein above.

Section 3. Unit Members [Correction Officers] shall be eligible to fill vacancies as may occur within categories (subsections) (a), (d) and (e), as stated herein above, if and only if, replacements are not

available to fill said assignments from within the department of responsibility.

Section 4. Any new categories other than those listed herein above in section 1, shall be discussed with the PBA prior to the assignment of responsibilities as may be related thereto, prior to their implementation and assignment.

Section 5. The decision as to the number of Employees accompanying a prisoner during a transport shall be made by the appropriate supervisor.

Section 6. Whenever it is necessary to transport any prisoner at night or to transport a prisoner who is charged with or has been convicted of a high misdemeanor, a minimum of two (2) unit members shall accompany the prisoner during the transport.

Section 7. The Sheriff and the County shall insure that transportation and hospital duty shall be assigned to unit members [Correction Officers] except in emergent circumstances. Hospital duty, when required, is considered a post and shall be assigned to unit members of the Association (non-supervisory correction officers).

Section 8. It is agreed that upon arrival by the PBA 314 that it will be responsible for only those transportation duties set forth under Section 1 (a) above, then at that time the PBA 240 will be responsible for all other transportation duties as set forth in Section 1 (b) through (e). In that case, Sections 3 and 4 above will lapse.

ARTICLE 30 – TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 2002 and shall continue in full force until December 31, 2004 or until a new Agreement is executed.

PBA LOCAL 314 FINAL OFFER

1. **Article 6: Handbook and Work Rules (Add)**

Section 3. The Employer shall provide a copy of all rules and regulations, County Handbooks, Personnel Manuals and policies to the Association.

2. **Article 7: Employee Rights (Add)**

Section 1. No officer shall be disciplined or discharged without just cause. All minor disciplinary actions may be arbitrated by the Association. All disciplinary charges must be personally served upon the charged officer within 45 days of the date of the incident which gave rise to the charges or within 45 days of the date on which sufficient information was available to the Employer to bring the charges. Failure to comply with the 45 day limit shall be grounds for dismissal of said charges. The 45 day limit shall not apply if an investigation of an officer is included directly or indirectly with an investigation of that officer for a violation of the criminal laws of this State or of the United States. The 45 day limit shall begin to run under such circumstances upon the disposition of the criminal investigation. The 45 day rule shall not apply to the filing of a complaint by a private individual.

3. **Article 9: Salary**

APPENDIX A¹

Current Step	Current Rate of Pay	1/1/02²	1/1/03	1/1/04
Entry	28,000	28,000	28,000	28,000
1	33,000	34,420	34,320	34,320
2	35,000	36,400	37,856	39,370
3	37,500	43,775	45,000	46,000
4/5	40,000/42,500	47,000	40,000	52,000
6	45,500	49,440	55,000	56,600
7	48,000	52,100	62,500	71,320
8/9	50,500/56,000	60,000 ³		

¹ Aside from the salary increases, the procedures for step increments shall remain as per the expired agreement.

² Officers shall be placed on the step guide in 2002 based on their current rate of pay.

³ in year 2003, steps 8 and 9 go to \$62,500 (step 7) and so on

4. **Article 10: Uniforms (Amend)**

Section 1. Each employee shall be provided with an annual uniform and maintenance allowance in the amount of one thousand five hundred dollars (\$1,500.00) per annum paid in a lump sum payment with the first pay period of January.

5. **Article 11: College Incentive (Amend)**

Section 1. Since the Sheriff and the County of Monmouth recognize the value of trained Sheriff's Officers, they hereby agree to pay any officer covered by this Agreement additional compensation in the amount of \$35.00 per year per college credit that is obtained by any officer. The credit must be from an accredited college or University and in a course that will be of value to the person in the performance of work for the Employer, which the Sheriff shall approve.

6. **Article 12: Sheriff's Officer First Class (New Article)**

Effective January 1, 2002, and thereafter, there shall be a designation of Sheriff's Officer First Class. Officers holding such designation shall receive a 5% increase to base pay, to be paid in equal installments with the regular payroll checks of each eligible officer. Eligibility for such designation requires 15 years of law enforcement service.

7. **Article 13: Work Schedule (Amend)**

Section 4. Officers who are assigned to a schedule that is other than Monday through Friday, shall select their days off by seniority.

8. **Article 14: Overtime (Amend)**

Section 1. Overtime shall be defined as time worked in excess of the regular daily work schedule as defined above.

Section 4. Employees shall receive a meal allowance in the amount of \$10.00 in the event they work three (3) or more hours of overtime at the end of their tour of duty.

Section 9. Court. Officers required to appear in court during non-duty hours will receive a minimum of three (3) hours pay (or compensatory time) at overtime rates. This does not include court appearances for approved outside employment

or when an officer has volunteered for an assignment and the County is being compensated by a municipality or company.

Section 11. Officer in Charge (OIC). A department assignment of more than four officers shall require that a supervisory officer be assigned.

The definition of a supervisory officer for this purpose is: Under-sheriff, Chief Warrant Officer, Captain, Lieutenant and Sergeant.

Each assignment in the Law Enforcement Division, excluding Process Serving Unit, shall have at least one supervisory officer available to be contacted either directly, by telephone, by pager or by police radio, if the need exists.

A supervisory officer unavailable for more than a two hour period, shall be replaced with another supervisory officer. In the event a replacement is unavailable, the most senior or in special situations, the most qualified officer, shall be designated Officer-In-Charge (OIC) of the assignment. An officer may refuse the OIC assignment.

The OIC duties shall include, but not be limited to, the assignment of officers to posts, liaison with other departments, filing of reports and other duties, as required. The OIC shall be responsible for the actions he takes or directs to be taken, as described in the General Duty Manual for officers.

The OIC shall be compensated for those duties at one additional hour at the overtime rate for each four hours assigned as OIC, each partial hour worked shall be prorated. The Employer is not obligated to assign a supervisory officer or an OIC to an off duty detail which an officer has volunteered for and the County is being compensated for the officer's services by another municipality or company. In the absence of a supervisory officer or OIC, the most senior member officer of the detail is in charge. He will serve without additional compensation from the County.

Section 12. The total daily allowable reimbursement for money spent on meals while on an assignment and/or training out of County is:

Breakfast	\$7.00
Lunch	\$10.00
Dinner	\$20.00

Officers who use their personal vehicles for assignments and/or training away from headquarters shall be reimbursed at the prevailing IRS rate.

9. **Article 15: Insurance (Add)**

Section 3. The County shall pay the premium cost for said insurance, including prescription benefits, for all employees and their dependents:

- a. who have retired on a disability pension;
- b. who have retired after 25 years or more of service credit in a state or locally administered retirement system or with twenty-five (25) years of service with the County at the time of retirement;
- c. who have fifteen (15) or more but less than twenty-five (25) years of service credit in a State or locally administered retirement system and who have fifteen (15) or more but less than twenty-five (25) years with the County; or
- d. who have retired with less than fifteen (15) years of service in a state or locally administered retirement system and less than fifteen (15) years of service with the County shall be entitled to benefits at no cost in the County's Point of Service Plan, only, with the option of paying the difference between the premium for the Indemnity Plan and the Point of Service Plan.

Section 7. Dental: The County shall provided, at no cost to officers, the Delta Dental Premier Plan, or an equivalent plan.

Section 9. Therapy and treatment for on-the-job injuries shall occur while an officer is on-duty, if said officer has returned to duty. In addition, the Employer shall promptly pay for all prescribed medication and treatment pursuant to the treating physician's orders.

10. **Article 15: Vacations (Amend)**

Section 1. Each employee shall be entitled to annual vacation leave, depending upon said Employee's total years of service (including all service prior to any break in service) with the County as follows:

Years of Service	Vacation
Up to 1 year	1 day per month worked
2 nd through 4 th year	12 working days
5 th through 10 th	15 working days
11 th through 20 th year	20 working days
21 or more	25 working days

11. **Article 17: Personal, Sick and Maternity Leave (Add)**

Section 5. Officers shall not be required to exhaust their accrued paid leave time prior to being eligible for "family leave."

12. **Article 18: Holidays (Amend)**

Section 3. If an employee works on a holiday, there shall be an option of choosing either to be paid at the rate of one-half plus holiday pay, or to receive time and one-half plus a compensatory day off to be scheduled at a future time.

13. **New Article: Lateral Transfers**

If the Employer exercises its right under a Department of Personnel Inter-Governmental Transfer procedure or other procedure authorized by law to hire an officer with prior experience (including but not limited to the Inter-Governmental Transfer Program), the following shall apply:

Section 1. Such transferring officer shall be entitled to credit for prior service with regard to time-based benefits, including but not limited to steps on the salary guide and vacation schedule.

Section 2. Such transferring officer shall not receive credit and shall be considered a new hire for seniority based benefits, including but not limited to vacation selection, overtime selection, and seniority based bidding assignments.

Section 3. Such transferring officer shall be considered a new hire for the purposes of layoff and eligibility for promotion if the Department of Personnel rules and regulations do not pre-empt such designation.

14. New Article: Military Leave

Employees who are called to activity military service will be granted a military leave of absence with pay for the first 30 days of the active service. Thereafter, the officer shall be paid the difference between his regular earnings and the military base for active duty. The differential pay will commence when the officer submits a statement of earnings from the military and shall continue with the Employer's bi-weekly payroll. All deductions in effect at the time the officer is called to active service shall continue. The officer shall and, if applicable, his dependents shall continue to receive health benefits from the Employer. Upon completion of active duty, the officer shall be returned to his position with the Employer without loss of any benefits and seniority.

15. Article 8: Grievance Procedure (Amend)

Add to Step 4: If a statute, rule or regulation allows for a prevailing party to recover costs and legal fees, it shall prevail over the requirements of this section.

16. New Article: Preservation of Unit Work

All uniformed law enforcement services provided on County property, at County facilities, and/or at County functions, must be provided exclusively by the Law Enforcement Division of the Sheriff's Office.

17. New Article: Seniority Bidding of Assignment

Section 1: For bidding purposes, seniority shall be determined by badge number. Probationary Officers shall not be eligible to bid until the November following the completion of their working test period and all mandatory field training.

Section 2. Each calendar year, on the first Monday of November, the Sheriff/designee shall post a list of positions available for the following year. Assignments shall be for the following full calendar year.

Section 3. Starting the second Monday of November, each eligible Officer shall submit (on an Office devised form) his/her four choices, in order, to the Sheriff/designee.

Section 4. The available positions shall be filled based on these submittals. Any Officer not submitting a form by the end of the first week of December shall have waived his right to bid.

Section 5. The awards shall be posted on all unit bulletin boards.

Section 6. The following positions shall be filled by the Sheriff/designee *and shall not be bid upon*. Training Officer, Internal Affairs Officer, and/or any other administrative position. Additionally, 10% of the Special Investigations Unit shall remain available for rotation.

Section 7. Any newly created position shall be filled by the Sheriff/designee until the following November bidding process. Additionally, the probationary Sheriff's Officers shall be placed in any unit based upon Office needs.

Section 8. The Sheriff/designee may object to an Officer's placement in a unit for just cause. Assignment of Officer's to permanent positions/shifts/days off within each unit shall be done according to seniority, where possible.

18. Article 3: Association Rights

Section 1. The Association's President, delegate and authorized representatives shall be entitled to attend without loss of pay all conventions of the State PBA. The number of officers released shall not exceed 10% of the bargaining unit or 10 officers, whichever is less, or the maximum allowed by law. The Association shall be allocated 75 days of paid leave per year for attendance at State, County, Tri-County, and to attend to Local PBA business and New Jersey law enforcement funerals. Ten (10) additional days will be made available for the purpose of negotiations. In addition to the foregoing, the President of the Association shall be entitled to one (1) day's paid leave per workweek to attend to Association business.

The County and the PBA have offered testimony and considerable documentary evidence in support of their last offers. Each submission was expert and comprehensive in nature. The entire record of the proceeding must be considered in light of the statutory criteria. I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8) which I find relevant to the resolution of these negotiations. I am also required to indicate which of these factors are deemed relevant along with an analysis of the evidence on each relevant factor, and if one or more factors are deemed irrelevant, I must satisfactorily explain why they are not relevant. 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 AND POSITIONS OF THE PARTIES

The Sheriff's Office serves the County and the County's 53 municipalities. The County has approximately 620,000 residents and grew by 10% between 1990 and 2000 and this growth is projected to continue. The Sheriff is an elected constitutional officer, serving term of three years. The Sheriff is the employer of the 90 members of PBA Local 314 who hold the title of Sheriff's Officer. The Sheriff is also employer of approximately 289 employees in the title of County Correction Officer, represented by PBA Local 240 and work at the Monmouth County Correctional Institution. The Sheriff also employs clerical workers who are represented by the UFCW, Local 56.

The Monmouth County Board of Chosen Freeholders is the funding agent-employer for the Sheriff and his employees. N.J.S.A. 40A:9-117.10 states Sheriff's officers' compensation shall be fixed by the sheriff in accordance with the generally accepted County salary ranges and within the confines of the sheriff's budget allocation set by the Board of Freeholders.

The New Jersey Department of Personnel job specification defines the work of a Sheriff's Officer as one who "under direction performs one or more functions in the following areas: maintaining order and security in the courtroom, serving court processes, criminal identification, ballistics and investigations, and apprehension of violators of the law; does other related duties as required." The actual work of the sheriff's officer extends well beyond the generalized DOP job description. The record reflects that the sheriff's officer provides for the general health safety and welfare of the County citizens within the territorial limits of the County. In addition, sheriff's officers have been granted statewide law enforcement authority. PBA members are charged with rendering professional law enforcement and protection services to County owned buildings, properties and facilities. Sheriff's officers are also regularly called to back-up or be initial responders to calls from municipalities within the County.

There are 90 sheriff's officers employed by the Sheriff. The officers are assigned to 7 areas within the law enforcement division as follows:

Court security	47
Special investigations	18
Civil process	6
ID Bureau	3
Security Services Bureau	4
Training	7
Monmouth Co. Police Academy	5

The PBA presented substantial testimony concerning the various duties performed by sheriff's officers in their various units. Officer Finck plays a significant role in the department's Training Unit. In service training is provided as well as outside training. Fire arms training and shotgun qualifications are required twice per year and training is also required in first aid, CPR, sexual harassment, vehicle pursuits and use of force. The training arm assisted in the law enforcement unit receiving accreditation through the Commission on Accreditation of Law Enforcement Agencies. The department was re-accredited in 2001.

Officer Warrick testified concerning the activities of the Special Investigations Unit ["SIU"]. Eighteen officers are assigned to issue warrants for criminal matters, trial support or warrants obtained by attorneys and are also involved in handling domestic violence restraining orders. Some 4,000 to 6,000 warrants are issued annually. SIU officers are heavily involved in using computers in vehicles for various criminal investigations. The SIU also has responsibility involving the extradition of prisoners, a function shared with Investigators from the Prosecutor's Office, Fugitive Unit.

Officer Eckel gave testimony concerning the functions of the Canine Division. Officer Eckel testified that he handles two patrol dogs who can detect explosives and a man-trailing bloodhound who is used to assist municipal police in tracking suspects.

Officer Duda gave testimony with respect to the duties of the Civil Process Unit which serves civil papers on matters such as cash seizures, asset seizures, real estate levies, wage garnishments, family court papers, criminal subpoenas, sheriff's sale notices and evictions. The Civil Process Unit also collects fees for the County and in 2001 the fees amounted to over \$750,000.

Officer Fay testified concerning the functions of the ID Bureau. The ID Bureau performs background checks for potential County employees and criminal history checks for Probation and the Bail project. The ID Bureau maintains fingerprints and photographs of inmates processed through the Monmouth County Correctional Facility. They also assist local, state, federal, and other counties with photographs, photo lineups, live lineups, fingerprints, and criminal histories. There are approximately 118,000 files within the ID Bureau. The ID Bureau also process film to assist the Prosecutor's Office "serious collision/accident construction team". Officer Fay further testified to the Sheriff's Emergency Response Team ["SERT"] which consists of 15 officers. SERT performs similar functions to a swat team, all of whom train in hostage and barricade type situations. Training is also conducted in specialized weapons training.

Officer Tuohy testified concerning turnover of personnel in the Sheriff's Office. According to Tuohy, some sheriff's officers left to go to municipal police

departments and some resigned after receiving training from the police academy. Tuohy acknowledged that some officers left due to forced resignation and could not be considered as having voluntarily left the Sheriff's Office. Tuohy further testified that the department has almost doubled in the last few years.

Officer Deroian, a State Delegate, testified concerning the need for additional union leave. Deroian was previously a Vice President and President of PBA Local 314. Deroian testified that the existing amount of time allowed for union business is not sufficient in large part because of the increase in employment and membership. Deroian further testified to responsibilities in the unit of Courthouse Security and Transportation. These responsibilities include all police operations in the building and on the grounds. Deroian testified as to the work assignments and work schedules of officers assigned to the access stations of the courthouse:

Two officers work from 7 a.m. to 3 p.m.; two officers work from 7:30 a.m. to 3:30 p.m.; there are two 10-to-6 officers, 10 a.m. to 6 p.m., who man the access stations from 4:30 to close at 6:00; there is one other 10-to-6 officer who is responsible for patrolling the grounds during those hours, making sure all judges leave safely, jurors leave safely; there's no problem in the parking lot.

Deroian testified that officers assigned to access stations screen everyone who enters the building for weapons, contraband narcotics and similar types of items which could cause security problems. Confiscated items have included crack

pipes, pocket knives, razors, box cutters. Deroian recalled arresting an individual who threatened his wife and had swords in his possession inside his car. In addition, it is not uncommon for officers to arrest individuals who come into the building who have arrest warrants out on them. Deroian also testified that he and many sheriff's officers begin to perform work or prepare for work prior to their tours of duty. Deroian testified to officers assigned to Transportation. This function has been consolidated on paper with courthouse security although separate officers are permanently assigned to each type of work. Officers in transportation bring prisoners from the jail who judges order to be produced in the courtroom. They are also responsible for medical trips from jail to the physicians' office, perform drop-offs at drug treatment programs. The transportation officers are responsible for the care, custody and control of these prisoners.

Testimony was also received from Officer Hamor who offered testimony concerning the Security Services Bureau. The Bureau provides security for the Hall of Records and the County Clerk's building and frequently interacts with the Freehold Borough police.

Based upon this general backdrop, the PBA and County offer the following arguments in support of their respective positions.

Based upon the testimony and a substantial volume of documentary evidence in support of its position, the PBA offers the following arguments. The PBA asserts the interests and welfare of the public are well served by bargaining unit personnel who are highly trained and motivated and perform a myriad of tasks and functions which serve the public's health, welfare and safety. The PBA asserts that a substantial compensation package must be awarded in order to avoid losing sheriff's officer to municipal police departments. The PBA also contends that its many non-economic proposals are items which will increase the quality of work life for its members which are also necessary to "stem the tide of defection" by bargaining unit members.

With respect to the salary package, the PBA contends that it is improper for the County to offer a comparison of sheriff's officers with corrections officers. In the PBA's view, sheriff's officers are more akin to municipal police officers. The PBA submits graphs and charts reflecting that sheriff's officers do not fare well when compared with municipal police departments such as Wall Township and Middletown Township. The PBA recounts the differences between the duties and the training between the sheriff's officer and the corrections officer and asserts that there is no viable comparison between the two. For example, corrections officers are required to complete a police training course with less requirements than those for sheriff's officers. The PBA points to documents reflecting that the average top salary for municipal police officers in 2001 was \$64,338 compared with the sheriff's officers top salary of \$56,000. For 2002 and

2003, the PBA asserts that the average salary for municipal police officers in Monmouth County increased to \$68,025 and \$71,091 respectively. The PBA also contends that its salary schedule consists of having to serve too many years before reaching maximum and thus it proposes that an officer reach maximum pay in seven steps.

The PBA also offers extensive argument reflecting that its proposed salary schedules are more equitable than the County's with respect to the distribution of raises. The PBA also disputes the County's claim that there is a pattern of settlement between the two departments. The PBA cites a practice many years ago in which a corrections officer who became a sheriff's officer who received an additional 3% increase in pay. The PBA also contends that corrections officers actually have higher wages than sheriff's officers because corrections officers receive a daily contractually guaranteed amount of overtime equivalent to ten minutes of overtime per day. This procedure yields an additional \$2,263 per year for each top paid correction officer in 2004.

The PBA also cites comparisons between sheriff's officers and detectives who work for the Monmouth County Prosecutor's Office who received substantially greater increases than what have been proposed for sheriff's officers. These and other factors, according to the PBA, justify an award of a pay designation, Sheriff's Officer First Class, which would yield an additional 5%

increase to base pay for those who have fifteen years of law enforcement service.

The PBA, citing evidence with respect to the County's finances, contends that there is no evidence that acceptance of its proposal will force the County to exceed its lawful spending limitations or have adverse financial impact on the governing body, its residents and taxpayers. The PBA points to data reflecting that the County had surplus revenues in 2001 in the amount of \$35 million and \$37,500,000 in 2002.

Based upon all of the above, the PBA contends that its entire package should be adopted as the Award in this proceeding.

The County contends that its final offer is extremely generous with respect to the increases in dollars, percentages and structure and represents increases far in excess of average increases reflected in interest arbitration awards or voluntary settlements between the parties throughout law enforcement in the State of New Jersey. In addition, the County contends that there has been internal comparability between County corrections officers and sheriff's officers which warrants the adoption of its proposal which mirrors the agreement it has entered into with PBA Local 240 representing corrections officers.

The County points to several considerations its believe supports its settlement proposal. These include a reduction in the number of steps from an entry rate step with nine additional steps to an entry rate step with seven additional steps. In addition, sheriff's officers at maximum would have their salaries increased from \$56,000 to \$70,000 over a three year period. This represents a 25% increase over three years for sheriff's officers at maximum. It also allows sheriff's officers with less seniority to achieve the maximum rate much sooner. By way of example, the County cites two tables it has developed reflecting the costs and percentage increases it has proposed:

Sheriff's Final Offer Year-to-Year Costs

<i>2001 cost</i>	<i>final 2002 cost</i>	<i>final 2003 cost</i>	<i>final 2004 cost</i>
\$3,585,994	\$3,949,035	\$4,384,100	\$4,856,933
Overall cost increase	10.12%	11.02%	10.79%

Sheriff's Final Offer Year-to-Year Employee Increases

Officer	2001 base	Final 02		Officer	Final 03		Officer	Final 04	
10	\$28,000	\$35,050	25.18%	10	\$39,700	13.27%	10	\$42,700	7.56%
15	\$33,000	\$35,050	6.21%	15	\$39,700	13.27%	15	\$42,700	7.56%
9	\$35,000	\$38,625	10.36%	9	\$42,400	9.77%	9	\$46,000	8.49%
25	\$37,500	\$41,200	9.87%	25	\$45,000	9.22%	25	\$52,000	15.56%
0	\$40,000	\$43,775	9.44%	0	\$50,000	14.22%	0	\$56,600	13.20%
7	\$42,500	\$47,000	10.59%	7	\$55,000	17.02%	7	\$70,000	27.27%
4	\$45,500	\$49,440	8.66%	4	\$62,500	19.96%	4	\$70,000	12.00%

4	\$48,000	\$52,100	8.54%	4	\$62,500	4.17%	2	\$70,000	12.00%
2	\$50,500	\$60,000	18.81%	2	\$62,500	4.17%	2	\$70,000	12.00%
13	\$56,000	\$60,000	7.14%	13	\$62,500	4.17%	13	\$70,000	12.00%
1	\$57,994	\$60,000	3.46%	1	\$62,500	4.17%	1	\$70,000	12.00%

Sheriff's Final Offer Overall Percentage Increases

Officer	Overall 2002-2004
10	52.50%
15	29.39%
9	31.43%
25	38.67%
0	41.50%
7	64.71%
4	53.85%
4	45.83%
2	38.61%
13	25.00%
1	20.70%

The County also asserts that a pattern of settlement between the County corrections officers and sheriff's officers. This argument is set forth in its post-hearing brief as follows: **[page 24, 25 & 26]**

1. **PRIOR BARGAINING HISTORY.** There is a history of pattern bargaining which has a substantial impact upon this case. There are two significant law enforcement units within the Sheriff's

Office: County Correction Officers, numbering some 290 officers and represented by PBA Local 240, and Sheriff's Officers, a unit of some 90 officers represented by PBA Local 314. This is important because the two PBA units have long been linked by their terms and conditions of employment, including salary. Terms which apply to one unit have traditionally been applied to the other.

In the early 1980's the PBA 240 represented both County Correction Officers and Sheriff's Officers. [Sheriff's Exhibit S-21, at Article 1 (1981-83 contract recognition clause)]. The salaries of County Correction Officers and Sheriff's Officers were the same for the three years of the contract. [Sheriff's Exhibit S-21, at Article 3 (1981-83 contract salary clause) and see appendix "A" to that contract]. No salary distinction was made between the titles.

By the 1987-1990 contract period, the PBA 240 represented only County Correction Officers; and by then the PBA 314 had been formed, representing only Sheriff's Officers. That is the current make-up.

When the 1987-90 contracts were completed for both of these PBA units, the undersheriff for the Sheriff's Officers pointed out a discrepancy between the two contracts regarding a cut-off date for salary movement. [Sheriff's Exhibit S-14 (Cottrell letter dated November 19, 1987)]. It was requested that "consideration be given to move all four officers to the \$21,000.00 figure **which will then conform to Local 240's contract.**" [Id. (emphasis added)]. That correction was done by the County Administrator and the correcting notations were placed on the PBA 314 contract salary page. [see Sheriff's Exhibit S-15 (Brown memo dated December 1, 1987)].

In January 1990, the PBA 314 raised the issue of eleven officers pay, seeking adjustments in conformity with treatment given similar employees with PBA 240. [see Sheriff's Exhibit S-16 (Cottrell memo dated January 8, 1990)]. In that memo, there was reference to "some 4 or 5 years ago a **verbal agreement between the two PBA's was achieved with Monmouth County to have parity between the Correction Officers Division (PBA 240) and the Sheriff's Officer Division (PBA 314).**" Id (emphasis added). The memo added that the PBA 314 had reviewed the two contracts and that 'the agreed upon parity' had been lost, and an adjustment was sought to achieve it again. Id.

As a result of the PBA 314 claim of parity, there was a correction given to Sheriff's Officers. [see Sheriff's Exhibit S-18

(Brown memo dated March 14, 1990)]. The implementing memorandum indicated that the PBA 240 and PBA 314 agreements "were settled with equal salary parity," and changes in the PBA 314 salaries were done with the comment that the changes were "adhering to the salary schedule provided in PBA 240 (contract)." Id.

In July 1992, it was discovered that new hires had been omitted from a PBA 314 consent interest arbitration award. [see Sheriff's Exhibit S-19 (Hrebeck letter dated July 20, 1992)]. The suggested solution was to use "the same provisions as reached with PBA 240 Corrections Officers at the Jail." [Id.]. That was conveyed to the PBA 314 and the Interest Arbitrator and was implemented as proposed.

The 1994-1997 contract with the PBA 314 had the same salary guide Appendix A [Sheriff's Exhibit S-9, at appendix A] as did the 1994-1997 contract with the PBA 240. [Sheriff's Exhibit S-10, at appendix A]. Both unions were accorded the same salary treatment.

Likewise, this equal treatment between the two unions was continued again in the 1998-2001 contracts, wherein the PBA 314 had the same salary guide Appendix A [Sheriff's Exhibit S-7, at appendix A] as did the 1998-2001 contract with the PBA 240. [Sheriff's Exhibit S-6, at appendix A].

This similarity between the two law enforcement unions has been a part of the interrelationship between the unions for a long time. as referenced earlier, there was a longstanding agreement "between the two PBA's ... to have parity between the Correction Officers Division (PBA 240) and the Sheriff's Officer Division (PBA 314)". [see Sheriff's exhibit S-16 (Cottrell memo dated January 8, 1990)]. And as explained by Monmouth County Personnel Officer Fredrica Brown, this parity was "from the beginning of contracts with the units" [1T-119].

Ms. Brown described how this similarity between the two law enforcement unions has been carefully maintained, saying that where there have been differences, those have been resolved in favor of treating the two units equally. [1T120]. And when asked if there would be a problem if this proceeding wound up with the PBA 314 receiving a greater settlement than the one negotiated with the PBA 240, she answered: "A huge problem." [1T119]. That best underscores the labor relations problems which would be presented

if a years-old pattern of treating both units the same on economic terms were to be broken.

There are substantial reasons to follow the pattern of settlement between PBA 240 and PBA 314.

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 expertly articulated their positions on the issues and have submitted comprehensive evidence and argument on each statutory criterion to support their respective positions. All of the evidence and arguments have been carefully reviewed, considered and weighed.

Based upon the positions of the parties and the evidence submitted in support of those positions, the statutory criteria which are most relevant in making a reasonable determination of the issues are the interests and welfare of the public [N.J.S.A. 34:13A-16g(1)], the comparison of the wages, salaries, hours and conditions of employment of the sheriff's officers with other law enforcement employees within the County and within the county's municipalities [N.J.S.A. 34:13A-16g(2)], the overall compensation presently received by the employees [N.J.S.A. 34:13A-16g(3)], and the continuity and stability of employment and other factors which are ordinarily or traditionally considered in the determination of wages [N.J.S.A. 34:13A-16g(8)]. The remaining factors, while relevant, are of less significance given the record established by the parties. The parties have

engaged in stipulations [N.J.S.A. 34:13A-16g(4)] which I have set forth in the award section of this decision. There is no evidence that the terms of the award or the positions of the parties would compel the County to exceed its lawful authority [N.J.S.A. 34:13A-16g(5)]. I have considered the financial impact of the award on the governing unit, its residents and taxpayers [N.J.S.A. 34:13A-16g(6)] and the record clearly establishes, as reflected by the evidence submitted by the parties, that the respective financial positions will have no adverse impact on the governing unit, its residents and taxpayers. Because of the recognized need to improve the salary levels of the sheriff's officers by both parties, the last offers of each party exceed the cost of living [N.J.S.A. 34:13A-16g(7)]. This factor, while tending to support the County's position, is of little consequence in rendering a determination on the issues in dispute.

I first turn to the issue concerning salary. The parties' positions on this issue have already been summarized in detail. In simple terms, the PBA seeks greater increases than that proposed by the County predicated upon comparisons to the average of maximum salaries in municipalities within the County and the contention that the duties and responsibilities of sheriff's officers dictate higher salaries than what exists for county correction officers thus entitling the sheriff's officers (PBA Local 314) to increases which would exceed the salary maximums in the Local 240 agreement. In response, the County relies upon an alleged internal pattern between Local 314 and Local 240 which it believes is

controlling and the substance of its proposal which it deems thoroughly reasonable.

In evaluating the merits of the salary dispute I first address the PBA's claim with respect to its sincere belief that its compensation be set at a higher level than the correction officers. This contention cannot be determined in the abstract manner asserted by the PBA Local 314. Instead, it must be examined in conjunction with the substance and details of the County's salary proposal and whether there is merit to that proposal independent of the fact that it also represented the basis of resolution for Local 240.

The proposal of the County in this proceeding is, in many respects, responsive to the many key points raised by Local 314 both here and apparently during the negotiations process for each group. They are: the need for a substantial increase in base pay, the desire to compress the steps on the salary schedule to afford quicker movement by less senior sheriff's officers to the salary maximums, and the objective to close the gap between maximum step salaries in the sheriff's department with the average maximum step salaries of police officers employed by municipalities within Monmouth County.

The economics of the proposal set forth by the County is clearly responsive to each of these goals as evidenced by the following facts. On the first point, base pay for the entire unit will increase by overall costs of 10.12%,

11.02% and 10.79% in 2002, 2003 and 2004, respectively. Overall percentage increases in salary over the three year period range from a low of 20.70% for the off-guide officer who would be placed on step at the new and higher maximum of \$70,000 to 38.61% or greater for 52 of the 90 sheriff's officers. On the second point, salary guide compression, the number of steps on the salary schedule will be reduced from ten steps (including entry rate) to eight steps (including entry rate). This will enable a sheriff's officer with fewer years of service to reach the maximum salary in at least two less years than under the old agreement. This acceleration coupled with a 25% increase in the maximum step over three years will benefit each sheriff's officer regardless of seniority. On the third point, the relationship of maximum salaries in the sheriff's department to those in county municipalities, the increase from \$56,000 to \$70,000 over three years will substantially reduce this differential because the salary maximum will increase by 25% for sheriff's officers over this period while the salary maximums for municipalities will increase by no more than one-half of that amount.

Given the above facts, I conclude that there is clear justification for awarding the salary proposal of the County. In doing so, I point out that the County's proposal is a product of responding to many of the concerns expressed by the PBA. The interests and welfare of the public support an award which provides for substantial increases on average when compared to settlements and awards in law enforcement within the County and throughout the State of New Jersey. These increases are coupled with salary guide compression and

substantial increases in salary maximums. The record reflects that there has been turnover in the sheriff's office and the interests and welfare of the public are served by a stable and well trained work force and the continuity and stability of employment for sheriff's officers will be enhanced as a result of the salary guide compression and increases in the salary maximums. The County's settlement with Local 240 is a relevant consideration but because the level of salary increases and changes to the salary schedule in this proceeding are reasonable and responsive to the concerns expressed by the PBA, it is unnecessary to reach the conclusion that the terms of settlement were awarded with Local 314 must be identical to Local 240. Because these terms are reasonable and justified, there is no support for increases in excess of what has been awarded merely because the level of these increases do not exceed those contained in the Local 240 settlement. In both cases, the salaries of unit members at salary maximum will be significantly more compatible with the average salary levels at maximum for police officers employed by the municipalities within Monmouth County.

I do award one modification to the salary portion of the County's proposal. The County's proposal to have increment dates for sheriff's officers hired after April 1, 2002 would have adverse affect on sheriff's officers who already have almost two years seniority under the current increment system with respect to annual anniversary dates. The new system will have anniversary dates effective on a quarterly basis commencing with January 1. This modification is awarded

but shall be effective for employees hired after January 1, 2004 rather than April 1, 2002.

The comparison of agreements between Local 314 and 240 does compel the awarding of one additional compensation related issue. Officer Deroian's testimony establishes that most, if not all, sheriff's officers regardless of their unit assignments report for work and prepare for their work assignments prior to the commencement of their shifts. Similar considerations in the corrections department has led to an agreement between the County and Local 240 to formalize this arrangement on an overtime basis by providing for a ten minute roll call to be initiated prior to each regularly scheduled shift. There is substantial credible evidence in the record warranting the inclusion of a similar provision in the agreement with Local 314. Accordingly, I award a new section, Section 6 to Article 14: Overtime, Call In and Court Time which shall read as follows:

Section 6. Effective January 1, 2004, a 10-minute roll call will be initiated prior to each regularly scheduled shift, unless and until the parties agree to a new schedule. Roll call time shall be paid at the overtime rate.

I have reviewed and considered the parties positions and evidence with respect to the many remaining issues and offer the following conclusions in more summary fashion.

There is merit to the PBA's proposal that timely and comprehensive information be provided to the Association with respect to matters which affect its

membership. I award a new section, Section 3 to Article 6: Handbook and Work Rules which shall read as follows:

Section 3. The Employer shall provide a copy of all rules and regulations, County Handbooks, Personnel Manuals and policies to the Association.

There is merit to the PBA's proposal that seniority be a factor in the selection of days off for those officers who are assigned to a schedule that is other than Monday to Friday. I modify Section 4 of Article 13: Work Schedule to read:

Section 4. Officers who are assigned to a schedule that is other than Monday through Friday, shall select their days off by seniority unless the skills and qualifications required for certain assignments by the Sheriff or his designee prevent such selection.

The PBA has proposed language which would advise the sheriff's officers of their rights upon call to military service and to have contractual protection for those rights. Because of the complexity and developing interpretations with respect to some of those rights, I award the following language in a new article:

Any unit employee who is called to active military service shall be granted a military leave of absence with all attendant rights and benefits set forth in all applicable statutes.

The PBA has established that additional days of paid leave for association business is warranted. Testimony has established that the numbers of employees in the bargaining unit has substantially increased in recent years

creating greater demands on servicing new members and administering the agreement. For these reasons, I modify Article 3, Section 1: Association Rights to allocate 75 days of paid leave per year instead of 50 days effective January 1, 2004.

The record supports a modification to Article 18 – Holidays. I amend Section 3 to read as follows:

If an employee works on a holiday, there shall be an option of choosing either to be paid at the rate of time and one-half plus holiday pay, or to receive time and one-half plus a compensatory day off to be scheduled at a future time. [underline added]

The PBA has proposed a new article concerning preservation of unit work. I decline to direct rigid lines concerning this issue during this contract term. There is merit to having a new article on this subject which will promote discussion and consultation when the County is considering the assignment of law enforcement work. Accordingly, I award the following new article:

The County will consult with PBA Local 314 prior to new assignments for uniform law enforcement services on County property, at County facilities and/or at County functions to any County law enforcement personnel. Unless extraordinary circumstances exist, such consultation will take place at least sixty (60) days prior to the assignment of such work.

The PBA proposes modifications concerning college incentives. Insufficient justification has been offered to alter the language in Article 11 except for the addition of University. Because of the increase in training requirements

and sophistication in the discharge of the work of sheriff's officers, an increase in the amount per college credit is warranted effective January 1, 2004. Accordingly, Section 1 shall be amended to replace \$35 per year per college credit with \$50 per year per college credit effective January 1, 2004.

The PBA has proposed a new article concerning lateral transfers. The record reflects that sheriff's officers have engaged in lateral transfers. Such transfers could affect the rights of members under the terms of the agreement. I award section 2 of the PBA's proposal which shall be placed in a new article entitled Section 1 which shall read as follows:

If the Employer exercises its right under a Department of Personnel Inter-Governmental Transfer procedure or other procedure authorized by law to hire an officer with prior experience (including but not limited to the Inter-Governmental Transfer Program), the following shall apply:

Section 1. Such transferring officer shall not receive credit and shall be considered a new hire for seniority vacation selection, overtime selection, and seniority based bidding assignments.

The County has proposed an increase in the co-pay for prescription and generic drugs. The record reflects that the County's existing program falls well below the participation provided for in the majority of law enforcement agreements. The existing co-pays (\$3.00 co-pay for prescription drugs and a \$1.00 co-pay for generic drugs) had remained unadjusted for many years. The County's proposal, as a result of negotiations with Local 314, has been substantially reduced although this is not a factor in rendering an award on this

issue. The County's proposal of \$10.00 for generic drugs and \$15.00 for prescription drugs conforms with the terms negotiated in other bargaining units within the County. A countywide approach on this issue is desirable from both cost and ease of administration aspects. Accordingly, I award this change effective January 1, 2004.

Finally, I have considered the remaining items in dispute as proposed by both parties and conclude that no persuasive evidence exists to include any of these proposals. The County's proposal for a clarification of transportation duties set forth in Article 22 should be revisited, if the County desires, during negotiations for the next agreement. This will also provide additional time for consultations on this issue with the PBA in the final year of this agreement.

Similar reasoning applies to the PBA's proposals regarding the establishment of the title Sheriff's Officer First Class, recovery of costs in the grievance procedure, and bidding assignments by seniority. The PBA has also proposed revisions on existing provisions on insurance coverage, on retirement, clothing allowance, vacation benefits, and overtime for OIC duty. The status quo on these issues shall be carried forward into the terms of the new agreement.

Accordingly, and based upon all of the above, I respectfully enter the terms of this award.

AWARD

1. All proposals by the County and the PBA not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those modified by the terms of this Award.
2. The increases in salary shall be retroactive to their effective date and received by all eligible unit employees, including those who have left employment in good standing between the effective date of the salary adjustments and their last date of employment.
3. **Duration** – There shall be a three year Agreement effective January 1, 2002 through December 31, 2004.
4. **Article 6: Handbook and Work Rules**

Add Section 3 to read:

Section 3. The Employer shall provide a copy of all rules and regulations, County Handbooks, Personnel Manuals and policies to the Association.

5. **Article 13: Work Schedule**

Modify Section 4 to read:

Section 4. Officers who are assigned to a schedule that is other than Monday through Friday, shall select their days off by seniority unless the skills and qualifications required for certain assignments by the Sheriff or his designee prevent such selection.

6. **New Article: Military Leave**

Add new language:

Any unit employee who is called to active military service shall be granted a military leave of absence with all attendant rights and benefits set forth in all applicable statutes.

7. **Article 3: Association Rights**

Article 3, Section 1 shall be modified to allocate 75 days of paid leave per year instead of 50 days effective January 1, 2004.

8. **Article 18: Holidays**

Section 3 shall be amended to read as follows:

If an employee works on a holiday, there shall be an option of choosing either to be paid at the rate of time and one-half plus holiday pay, or to receive time and one-half plus a compensatory day off to be scheduled at a future time.
[underline added]

9. **Preservation of Unit Work (New Article)**

The County will consult with PBA Local 314 prior to new assignments for uniform law enforcement services on County property, at County facilities and/or at County functions to any County law enforcement personnel. Unless extraordinary circumstances exist, such consultation will take place at least sixty (60) days prior to the assignment of such work.

10. **Article 11: College Incentive**

Section 1 shall be amended to replace \$35 per year per college credit with \$50 per year per college credit effective January 1, 2004.

11. **Lateral Transfers (New Article)**

If the Employer exercises its right under a Department of Personnel Inter-Governmental Transfer procedure or other procedure authorized by law to hire an officer with prior experience (including but not limited to the Inter-Governmental Transfer Program), the following shall apply:

Section 1. Such transferring officer shall not receive credit and shall be considered a new hire for seniority vacation selection, overtime selection, and seniority based bidding assignments.

12. **Article 14: Overtime, Call In and Court Time**

A new section, Section 6, shall be added which shall read as follows:

Section 6. Effective January 1, 2004, a 10-minute roll call will be initiated prior to each regularly scheduled shift, unless and until the parties agree to a new schedule. Roll call time shall be paid at the overtime rate.

13. **Article 9: Salary**

Section 1. The wage agreement and step reduction agreement shall be as set forth on Appendix A.

Section 2. Employees Hired After January 1, 2004

A. Effective January 1, 2004, and applying only to employees newly hired after January 1, 2004, step movement shall continue to be annual, however each new employee's anniversary date for step progression shall be calculated on the next quarterly start date following the date of hire. The new start dates will be as follows:

January 1
April 1
July 1
October 1

B. A new employee shall have as his or designated start date the designated quarterly date listed above which next follows

the original date of hire. For example, a new employee hired on March 15 shall be designated for step movement purpose only as being hired April 1 of that year. A new employee hired in August would be designated for the commencement of the initial year as being hired, for pay step purposes only, on October 1 of said year. Once a start date as above outlined has been designated for an employee, then said employee shall continue to move on an automatic annual step movement basis until reaching the maximum pay rate. Except for the designation of a start date for calculation purposes, all other aspects of the automatic annual step movement program shall continue and survive the agreement.

Section 3. All employees hired prior to January 1, 2004 shall continue to move on the automatic annual step movement basis previously established, effective January 1, of each year.

Section 4. Effective January 1, 2002 all previously designated "Off Guide" people shall have their respective base wage rates merge into and be the same as the maximum base pay rate for the top step correction officer pay rate.

Section 5. Notwithstanding those new employees hired after January 1, 2004, effective the first pay in January 2002, employees shall be compensated in accordance with the automatic annual step increment salary guide included as Appendix A, which guide shall survive the expiration of this Agreement.

Placement on this guide shall be as follows:

<u>2001 Base Salary</u>	<u>2002 Steps</u>
\$28,000	Step 1 \$35,050
\$33,000	\$46,050*
\$35,000	Step 2 \$38,625
\$37,500	Step 3 \$41,200
\$40,000	Step 4 \$43,775
\$42,500	Step 5 \$47,000
\$45,500	Step 6 \$49,440
\$48,000	Step 7 \$52,100
\$50,500 & \$56,000	Step 8 \$60,000

*Not in step for 2002 will go to Step 2 in 2003

Section 6. Movement on the guide shall be as indicated in Appendix A. Employees hired prior to January 1, 2004 shall move

from one year to the next on the salary guide as of the first full pay period of each new year. Employees at maximum Step 8 and Step 7 (2003 & 2004) shall remain at that step year to year.

APPENDIX A – SALARY GUIDE

<u>Step</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Entry Rate	28,000	28,000	28,000
1	35,050	35,050	35,050
2	38,625	39,700	40,500
3	41,200	42,400	42,700
4	43,775	45,000	46,000
5	47,000	50,000	52,000
6	49,440	55,000	56,600
7	52,100	62,500	70,000
8	60,000	n/a	n/a

This is an annual automatic step movement system which is intended to survive the contract.

14. ARTICLE 15 – INSURANCE

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne by the County.

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. however, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions.

Section 3. The provisions of Board resolution #94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

Section 4. Bargaining unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County with a \$3.00 co-pay for prescription drugs and a \$1.00 co-pay for those who use generic drugs. It is understood that

the co-pay mentioned herein may be changed no sooner than January 1, 2004, but it is agreed that the change shall not exceed \$15 for prescription drugs and \$10 for generic drugs.

Section 5. The statutory compensation provided in NJSA 34:15-12(a) and applicable law, is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12(a) shall apply. The employee shall in no way suffer a reduction of net pay as a result of the injury or disability during the first year of disability.

15. **Stipulations of the Parties**

1. **PREAMBLE**

This Agreement, effective as of the first day of January 1, 2002, by and between the Monmouth County Sheriff [hereinafter referred to as the Employer], the Monmouth County Board of Chosen Freeholders [hereinafter referred to as the County or the Employer-Funding Agent] and PBA Local No. 314 [hereinafter referred to as the Association], is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees within the bargaining unit herein defined in order that more efficient and progressive public service may be rendered. [TA 11-19-01 12]

2. **ARTICLE 10, UNIFORMS AND MAINTENANCE**

Section 7. ~~There will be a re-opener in the event~~ If the Employer requires new uniforms in whole or part for any employees, the Employer shall bear the full cost of same. (TA 12-1-01)

3. **ARTICLE 11, COLLEGE INCENTIVE**

Section 2. A committee consisting of representatives of the Sheriff's Office, ~~the Personnel Office and P.R.A. Local 314,~~ the Association (TA 11-19-01) shall review and approve courses taken by an Employee in advance of registration. Payment of courses shall not be made without prior approval. Said approval shall not be unreasonably withheld.

4. **ARTICLE 14, OVERTIME, CALL-IN AND COURT TIME**

Section 7 - REPORTING IN ADVANCE OF REGULAR SHIFT. An officer requested to report prior to his/her regular duty assignment will be compensated for at the overtime rate of four (4) hours at the overtime rate, if requested to report more than two hours before the scheduled start of his regular assignment. If requested to report two hours or less prior to his/her regular duty assignment, the officer will be compensated at overtime rates for the hours worked.

Officers required to perform duties as a continuation of the regular duty assignment, will be compensated at overtime rates for the hours worked. (TA 12-10-01)

Section 8 - MUTUAL AID. During non-duty hours, when an officer is called in to assist by another agency, when the assignment is approved by a Captain or other authorized supervisor (Sergeant or above) the officer will receive a minimum of four (4) hours pay (or compensatory time) at overtime rates. (TA 12-10-01)

Section 10 - ADDITIONAL ASSIGNMENTS (OFF DUTY HOURS). When a sheriff's officer is assigned to additional assignments during off-duty hours, by a sheriff's officer supervisor and it is necessary for a patrol vehicle to be used by the officer, the officer shall receive pay (or compensatory time) at overtime rates from the time the patrol vehicle is picked up by the officer at the courthouse, Veterans Memorial Building or ID/Transportation Unit, until the patrol vehicle is returned to the original location at the completion of the assignment, ~~will be paid~~. The sheriff's officer shall check in and out of service with the Monmouth County Police Radio Room. (TA 12-10-01)

5. **ARTICLE 18, HOLIDAYS**

Section 5. If a holiday falls on a Saturday or Sunday, it shall be recognized on the preceding Friday or Monday, respectively. (TA 12-10-01)

6. **ARTICLE 20, PROBATIONARY PERIOD**

Section 1. Newly hired employees shall serve a twelve (12) month probationary period and as governed by Chanter 176 of the Laws of New Jersey of 1988. During the probationary period, the employee shall not have the right to use the contractual grievance procedure to challenge disciplinary action, including discharge, ~~and shall not~~

~~be subject to the Agency Shop Representation Fee of this Agreement. (TA 12-10-01)~~

Section 3. Employees who have completed the working test period in accordance with New Jersey Department of Personnel regulations shall have the right to appeal from major discipline or discharge through the New Jersey Department of Personnel procedure or, where New Jersey Department of Personnel is without jurisdiction (e.g. cases of suspension for five (5) days or less) through the contractual grievance procedure up to and including ~~Step 4. Arbitration (TA 12-10-01)~~

7. ARTICLE 21, NON-DISCRIMINATION

~~Section 1. The Employer and the Association agree not to discriminate for or against any Employee on the basis of race, color, creed, sex, national origin, lawful Association membership, or lawful political activity.~~

~~Section 2. The Employer and the Association agree not to interfere with the right of Employees to become or not become members of the Bargaining Unit; and, further, that there shall be no discrimination or coercion against any Employee because of unit Association membership or non-membership.~~

~~Section 3. Grievances arising under this Article shall not be subject to the final binding arbitration step of the grievance procedure but, rather, shall be submitted to the appropriate administrative agency having jurisdiction over the subject matter of the complaint. (TA 12-10-01 to Eliminate Article)~~

8. ARTICLE 22, TRANSPORTATION

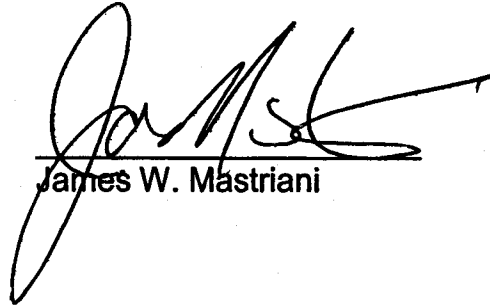
Section 3. For safety reasons, at least two (2) officers shall accompany a prisoner during transport. The decision as to using more than two (2) officers to accompany a ~~the number of~~ Employees accompanying a prisoner during a transport shall be made by the appropriate supervisor or OIC. (TA 12-10-01)

9. ARTICLE 24, MAINTENANCE OF STANDARDS AND SAVINGS

Section 2. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties will

immediately commence negotiations to attempt to replace the offending provision. (TA 12-10-01)

Dated: December 15, 2003
Sea Girt, New Jersey



James W. Mastriani

State of New Jersey }
County of Monmouth }ss:

On this 15th day of December, 2003, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



GRETCHEN L. BOONE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/13/2008