

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

Case No: IA-2021-002

In the Matter of the Interest Arbitration between:

PASSAIC COUNTY SHERIFF'S OFFICE,

PUBLIC EMPLOYER

and

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 197A,

EMPLOYEE ORGANIZATION

**INTEREST ARBITRATION
DECISION AND AWARD**

BEFORE:

**Ira Cure, Esq.
Interest Arbitrator**

APPEARANCES

For the Employee Organization:

Frank M. Crivelli, Esq.
Donald C. Barbati, Esq.
Crivelli & Barbati, L.L.C.

For the Public Employer:

Lester E. Taylor, Esq.
David I Solomon, Esq.
Florio Perrucci Steinhardt
Cappelli Tipton & Taylor, L.L.C.

I. PROCEDURAL BACKGROUND

On August 20, 2020, the Policemen's Benevolent Association, Local 197A on behalf of the unit of Superior Officers ("SOA" or "Union") employed by the Passaic County Sheriff's Office ("County") filed a Petition to Initiate Compulsory Interest Arbitration ("Petition") with New Jersey's Public Employment Relations Commission ("PERC"). By filing the Petition, the SOA asked PERC to appoint an interest arbitrator pursuant to the Police and Fire Interest Arbitration Reform Act, *N.J.S.A. 34:13-16(e)(1)* to make an award concerning a successor collective negotiation agreement. ("CNA") with the County of Passaic ("County"). On July 27, 2020, I was appointed to serve as interest arbitrator¹.

Pursuant to *N.J.S.A. 34:13-16(b)(3)*, on August 27, 2020 and September 2, 2020, I conducted mediation sessions with the parties in order to "effect a voluntary resolution of the impasse." At the conclusion of the September 23, 2020 mediation session, it was determined that the impasse should proceed to interest arbitration. I conducted arbitration hearings on September 25, 2020, October 22, 2020, and October 29, 2020. The hearings were conducted via Zoom teleconferencing.

The SOA offered the testimony of: (1) Union President, Lieutenant George Rosario; (2) Sergeant Joseph Agnes; (3) Donald Barbati, Esq.; (4) healthcare expert Domenick Fanuele and (5) municipal finance, budgeting, property tax and local government policy and practice expert, Dr. Raphael Caprio. The County offered the testimony of: (1) self-insurance expert, Michael Atkinson; (2) County Finance Director

¹ There is a related proceeding concerning the rank-and-file officers represented by Policemen's Benevolent Association, Local 197 bearing index number IA-2021-005. While there is overlap between the two proceedings, there will be separate awards.

Richard Cahill; (3) division head for payroll and pensions Jason Mitchell; and (4) County Undersheriff Joseph Dennis.

Frank M. Crivelli, Esq., Donald C. Barbati, Esq. and Michael DeRose of the firm of Crivelli & Barbati, L.L.C. represented the Union. Lester E. Taylor, Esq. and David I. Solomon, Esq. of the firm of Florio, Perrucci, Steinhardt, Cappelli Tipton and Taylor, L.L.C. represented the County.

Both parties were afforded a full opportunity to examine and cross-examine witnesses, submit evidence, and present arguments in support of their respective positions. Both parties submitted briefs by December 5, 2020 and the record was closed at that time. The evidence adduced and the positions and arguments set forth by the parties have been fully considered in preparation and issuance of this Interest Arbitration Decision and Award.

II. PROPOSALS

A. FINAL UNION PROPOSALS

The Union presented the following proposals for my consideration:

P.B.A. #197A submitted the below final economic and non-economic offers for the Arbitrator's consideration:

1. Amend Article 1 – Witnesseth as follows:

NOW THEREFORE, be it resolved, that the Employer and the Association mutually agree that the following shall represent the Agreement reached as a result of collective negotiations for the contract years, effective ~~January 1, 2007~~ January 1, 2019, and shall remain in full force and effect until ~~December 31, 2014~~ December 31, 2023, or until a successor Agreement is negotiated and executed, whichever shall last occur.

2. Amend Article 3 – Grievance, Section A as follows:

A. The Employee shall present the grievance in written form to the Employee's immediate Shift Commander within ten (10) days of its occurrence. The Shift Commander shall then attempt to adjust the matter and shall respond **verbally in writing** to the Employee within ten (10) working days.

3. Amend Article 7 – Salaries as follows:

A. Base Annual Wages for Employees covered by this Agreement shall be set forth in Schedule A annexed hereto. The salary schedules shall be modified at each step and rank by the following percentages on each effective date and retroactive to each effective date as applicable.

- **Effective and retroactive to January 1, 2019, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a four percent (4%) cost of living adjustment in his/her salaries.**
- **Effective and retroactive to January 1, 2020, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a four percent (4%) cost of living adjustment in his/her salaries.**
- **Effective and retroactive to January 1, 2021, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a three percent (3%) cost of living adjustment in his/her salaries.**
- **Effective and retroactive to January 1, 2022, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a three percent (3%) cost of living adjustment in his/her salaries.**
- **Effective and retroactive to January 1, 2023, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a three percent (3%) cost of living adjustment in his/her salaries.**

Any Union Employee who is promoted shall suffer no decrease in base salary for accepting said promotion.

The employee shall either:

1. Be placed at the next highest step on the new rank; or
2. For those at max/off-guide for the underlying rank, the employee shall receive a three (3%) percent increase of base salary, prorated, for the year of said promotion.

SCHEDULE A

Sergeant	
Step 1	\$106,879
Step 2	\$115,200
Step 3	\$120,784

Lieutenant	
Step 1	\$124,674
Step 2	\$130,635

Captain	
Step 1	\$135,135
Step 2	\$141,517

Deputy Warden	
Step 1	\$156,223

Warden	
Step 1	\$165,307

B. All E.M.T.'s will be paid an additional One Thousand (\$1,000.00) Dollars per year incorporated into their base salary. This additional one thousand (\$1,000.00) Dollars will cease immediately if the Employee fails re-certification. ~~No new E.M.T.s shall be added after January 1, 2004. In addition, EMT compensation shall permanently cease for any employee hired before January 1, 2004 that fails re-certification at any time, regardless of whether such employee becomes re-certified.~~ All costs in obtaining an initial EMT certification will be paid by the employee. However, an employee who seeks to obtain an EMT certification may, with the Sheriff's approval, receive their certification from the Passaic County Community College at the employer's expense.

Add a New Paragraph D

D Hazardous Duty Pay

1. Hazard differential pay shall be considered additional pay for any employee assigned to perform hazardous duty or work involving physical hardship. A duty shall be considered hazardous if it involves extreme physical discomfort or distress especially if protective devices will not entirely mitigate the danger or hardship involved; and/or it could result in serious injury/illness or death.

2. The County shall compensate an employee in the performance of a hazardous duty with an eighty dollar (\$80.00) flat shift premium over the employee's regular hourly wage. This differential shall be paid only for shifts actually worked. Furthermore, an employee shall receive hazard differential pay for any work performed during overtime hours associated with the hazardous duty on a prorated basis at the rate of ten dollars (\$10.00) for every hour worked.

3. Hazard pay differential shall be warranted under the following conditions:
- a) whenever a State or County Emergency is declared;
 - b) for exposure to a physical hardship;
 - c) for exposure to a hazardous condition.

In circumstances where hazardous pay is warranted, the employer has a responsibility to initiate positive action to eliminate any danger and risk which may contribute to or cause the physical hardship or hazard.

4. Amend Article 8 – Increments and Longevity as follows:

Add New Paragraphs C. and D.

C. An Employee's anniversary date shall be determined based upon the employee's initial date of promotion as a supervisor within their title, as defined by the Civil Service Commission.

D. Length of employment for all new Employees will be determined by length of service with the County of Passaic.

5. Amend Article 10 – Vacation, Sick Personal and Bereavement Leaves as follows:

Replace Paragraph D., Death Leave, with the following:

D. Bereavement Leave

Employees are entitled to three (3) consecutive calendar days leave of absence for the death of an employee's immediate relative.

Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death or funeral of a family member unless approved by the County Administrator. "Immediate Relative" includes spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave. Employees may be asked for proof at the discretion of the Personnel Department or Administration.

An additional day shall be given in the event of the Employee's spouse or children's death.

6. Amend Article 14 – Medical Benefits as follows:

Add New Paragraph

As of January 1, 2021, all Employees shall no longer be allowed to enroll in the County's Traditional Health Care Plan. All Employees still enrolled in the Traditional Healthcare Plan shall exit the Traditional Healthcare Plan.

7. Amend Article 16 – Ceremonial Activities as follows:

Whenever a sworn law enforcement Officer, as defined by *N.J.S.A. §43:15A-97*, is killed in the line of duty in the State of New Jersey, the County agrees to send a minimum of ~~six (6)~~ **two (2)** uniformed supervisors to participate in funeral services for the said deceased law enforcement Officer, so long as the funeral services take place within the State of New Jersey, or, if outside the State of New Jersey, within a fifty (50) mile radius of the Passaic County Jail.

Subject to the availability of same, the Employer will permit ~~two (2)~~ **one (1)** County vehicle to be utilized by the members in the funeral service.

Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Sheriff's Office.

B. FINAL COUNTY PROPOSALS

The County presented the following final offers referenced below for my consideration:

The County submitted the below final economic and non-economic offers for the Arbitrator's consideration in the P.B.A. #197A interest arbitration:

1. Duration:

January 1, **2019** Through December 31, **2023**

2. Article 5 – Work Week Hours of Work

A. All Employees employed in the continuous operation of the Passaic County Jail Corrections Unit shall have a workweek, ~~inclusive of two week ends~~, consisting of four (4) consecutive days on and two (2) consecutive days off.

The basic hours of work for four and two (4 & 2) Employees shall be from 7:00AM to 3:00 PM, 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM. **with the ability to stagger shifts**

by 120 minutes. All four and two (4 & 2) Employees shall be allowed one (1) thirty (30) minute lunch period at a time and in an area designated by the Supervisor.

The basic hours of work for five and two (5 & 2) Employees shall be from 7:00AM to 3:00 PM, 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM **with the ability to stagger shifts by 120 minutes.** Employees shall be allowed one (1) thirty (30) minute lunch period.

~~B. For those Employees assigned to the Courthouse, the basic workweek shall consist of Monday through Friday from 8:15AM to 4:15PM, inclusive of one (1) hour lunch period. The Employer shall have the right to limit lunch periods of Court House Personnel to thirty (30) minutes.~~

3. Article 6(E) – Overtime Payment

E. In lieu of overtime compensation, any Employee assigned to the K-9 Unit will be entitled to **five (5) compensation days and** ~~one hour per day during their shift to care for his/her canine~~ **a take home vehicle.** ~~The one (1) hour shall be the first 30 minutes of the Employee's shift and the last 30 minutes of the Employee's shift.~~ The SOA and the employees expressly acknowledge and agree that they shall not be entitled to any additional compensation, benefits, or overtime in connection with the care of their canine except for additional required K-9 training programs or clinics that have the prior written approval of the Sheriff or his designee.

4. Article 7(A) – Salaries/Compensation

A. Base annual wages for Employees covered by this Agreement shall be as set forth in **Schedule A** annexed. The salary schedules shall be modified at each step and rank by the following percentages on each effective date and retroactive to each effective date as applicable.

• Effective and retroactive to January 1, 2019, employees will move one (1) step on the Salary Guide, and all those employees at maximum will receive a one percent (1%) cost of living adjustment in his/her salaries.

• Effective and retroactive to January 1, 2020, employees will move one (1) step on the Salary Guide, and all those employees at maximum will receive a two-and-one-half percent (2.5%) cost of living adjustment in his/her salaries.

• Effective and retroactive to January 1, 2021, employees will move one (1) step on the Salary Guide, and all those employees at maximum and will receive a three percent (3%) cost of living adjustment in his/her salaries.

• Effective and retroactive to January 1, 2022, employees will move one (1) step on the Salary Guide, and all those employees at maximum and will receive a three percent (3%) cost of living adjustment in his/her salaries.

• Effective and retroactive to January 1, 2023, employees will move one (1) step on the Salary Guide, and all those employees at maximum and will receive a two percent (2%) cost of living adjustment in his/her salaries.

[For purposes of settlement/mediation, the proposal above is being offered for a packaged average of 2.86%. It is the County's position that this is only 0.02% lower than what the comparable County Unit, i.e. Local 286 SOA, received in their most recent agreement.]

5. Article 7(B) – Salaries/Compensation

B. All E.M.T.'s will be paid an additional One Thousand (\$1,000.00) Dollars per year incorporated in the base salary. This additional One Thousand (\$1,000.00) Dollars will cease immediately if the Employee fails re-certification. ~~No new E.M.T.s shall be added after January 1, 2004. In addition, EMT compensation shall permanently cease for any employee hired before January 1, 2004 that fails re-certification at any time, regardless of whether such employee later becomes re-certified.~~ **All costs in obtaining an initial EMT certification will be paid by the employee. However, an employee who seeks to obtain an EMT certification may, with the Sheriff's approval, receive their certification from the Passaic County Community College at the employer's expense.**

6. Article 7(C) – Salaries/Compensation

When an Employee is promoted from his/her permanent title to an unclassified title, and serves in that capacity for ten (10) or more years, the Employee shall be considered grandfathered with regard to salary, terms and conditions of employment. If the Employee is returned to his/her original title after ten (10) years, the salary and all benefits shall also be grandfathered to that Employee and shall be frozen until the original permanent title's salary increases to the Employee's grandfathered salary in accordance with future wage adjustments to scales that may be negotiated in successive agreements. For example, in the event a SOA member holding the rank of Undersheriff, Chief, etc. for ten (10) or more years, is demoted back to his/her original title, his/her salary will not be reduced. The salary will be frozen until the original title's salary would catch up.

7. Article 8 – Increments and Longevity

During the term of this Agreement, increments to which the Employees are entitled shall be awarded as follows:

A. All Employees whose anniversary date falls between January 1 and June 30 shall receive the increment to which they would have been entitled on their anniversary date, retroactive to January 1 of the contract year.

B. All Employees whose anniversary date falls between July 1 and December 31 shall receive the increment to which they would have been entitled on their anniversary date, retroactive to July 1 of the contract year.

C. An Employee's anniversary date shall be determined based upon the employee's initial date of promotion as an officer within their title, as defined by the Civil Service Commission.

D. Longevity pay shall be determined by length of employment as follows:

- A. 2% of base pay at the beginning of seven (7) years;
- B. 4% of base pay at the beginning of ten (10) years;
- C. 6% of base pay at the beginning of fifteen (15) years;
- D. 8% of base pay at the beginning of twenty (20) years;
- E. 10% of base pay at the beginning of twenty-five years.

E. ~~* As of January 1, 1992,~~ Length of employment for all new Employees will be determined by length of service with the County of Passaic.

F. All employees hired subsequent to January 1, 2017 shall be entitled to "senior officer pay" in lieu of longevity pursuant to the following schedule:

- a. Twenty-five hundred (\$2,500) added to the base pay of employees after fifteen (15) years of service;
- b. Thirty-five hundred dollars (\$3,500) added to the base pay of employees after twenty (20) years of service;
- c. Five thousand dollars (\$5,000) added to the base pay of employees after twenty-four (24) years of service;

(Per MOA)

8. Article 9 – Night Differential

Employees **hired prior to January 1, 2000** working on shifts whose working hours fall between 3:00 PM and 7:00 AM shall receive, in addition to their regular pay, and additional ten (10%) percent of their base salary which shall be incorporated into their base pay. ~~This ten percent (10%) night differential shall be divided equally into the number of pay periods in each year, and said amount, incorporated into the base salary, shall be paid each regular pay. Said amount shall also be paid to all employees working the second and third shifts when on vacation, personal, sick and holiday leave.~~

~~An additional ten percent (10%) may also be paid to the employees who do not strictly fall into the above categories if their responsibilities sometimes call for odd hours, and if authorized by the sheriff or his designated representative.~~

~~Effective January 1, 2000, the current night differential paid to Employees~~ **Employees hired after January 1, 2000** working the 11:00 PM to 7:00 AM shift, will decrease to **shall**

receive five (5%) percent of their base salary for all new Employees hired after January 1, 2000.

As of September 6, 2016, night differential paid to employees working the 3:00PM to 11:00PM shift, ~~will decrease to five~~ shall receive five (5) percent for all new employees (as per MOA).

~~The This ten (10%) percent~~ night differential shall be divided equally into the number of pay periods in each year, and said amount, incorporated into the base salary, shall be paid each regular pay. Said amount shall also be paid to all Employees working the second and third shifts when on vacation, personal, sick and holiday leave. Should an employee be out on an extended medical leave of forty-five (45) calendar days or more, the employee shall not be entitled to the night differential during that period.

Up to an additional ten percent (10%) may also be paid to the employees who do not strictly fall into the above categories if their responsibilities sometimes call for odd hours, and if authorized by the sheriff or his designated representative.

9. Article 10(D) – Vacation, Sick, Personal, and Death Leaves

D. Death Bereavement Leave

Every Employee covered by this Agreement shall be allowed three (3) consecutive calendar days of leave, to be utilized upon either the death or funeral of an ~~per death~~ for use in the event of death in the immediate family member of the Employee.

For the purpose of this Section, the immediate family is defined as the Employee's ~~spouse, children, parents, siblings, grandparents, grandchildren, mother or father-in-law, sister or brother-in-law, son or daughter-in-law, or a member of the Employee's immediate household.~~ spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave. Employees may be asked for proof at the discretion of the Personnel Department or Administration.

An additional day shall be given in the event of the Employee's spouse or children's death.

10. Article 11(B)&(C) – Holiday Compensation

B. Those Employees having a four and two (4 & 2) workweek shall be granted ~~fifteen (15)~~ fourteen (14) compensatory days in lieu of holiday pay which must be taken in the calendar year. Which must be taken in the calendar year.

C. Those Employees having a five and two (5 & 2) workweek and working Monday through Friday as defined herein shall be compensated as follows:

11. Article 14(A) – Medical Benefits

Replace with language from the October 11, 2016 MOA:

A. Medical

~~1. The level of Employee contribution of 1.5% of base salary shall be as set forth in P.L. 010, ch.2, effective May 22, 2010. This level of Employee contribution shall be inclusive of, rather than in addition to, any statutory obligation towards an Employee's requirement to make contributions toward the payment of health insurance.~~

~~2. Effective upon execution of this Agreement, the co-pay under this plan shall be Five Dollars (\$5.00) for generic drugs and Ten Dollars (\$10.00) for brand name drugs. Mail order generic drugs shall have a co-pay of Ten Dollars (&10.00) per prescription (for a three (3) month supply). Mail order brand name drugs shall have a co-pay of Twenty Dollars (\$20.00) per prescription (for a three (3) month supply). The coverage shall include family members.~~

~~3. Any Employee hired after the ratification of this Agreement shall contribute towards the cost of medical benefits as follows:~~

~~i. Two Percent (2%) of Base Salary for single Coverage:~~

~~ii. Two and One Half Percent (2.5%) of Base Salary for Husband/wife; One Parent and One (1) Child, Employee/Domestic Partner.~~

~~iii. Three Percent (3%) of Base Salary for Family Coverage.~~

~~4. Co-Pays for doctor's visits shall be Fifteen Dollars (\$15.00). The deductible for health insurance shall be Two Hundred and Fifty Dollars (\$250.00) for the Employee and Five Hundred Dollars (\$500.00) for family members. Out of pocket maximum contributions for in-network providers shall be Two Hundred Dollars (\$200.00) for Employees and Four Hundred Dollars (\$400.00) for family members and for out-of-network providers, Six Hundred Dollars (\$600.00) for Employees and One Thousand Dollars (\$1,000.00) for family members.~~

~~5. Upon retirement, the Employer will continue to provide and pay for the above programs. The Employer reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are equivalent to or better than those provided by the policies in effect on the date of this agreement.~~

All Employees shall no longer be allowed to enroll in the County's Traditional Health Care Plan. All employees shall exit the Traditional Health Care Plan, effective upon ratification of the agreement.

All employees hired on or after October 11, 2016 shall not be entitled to enroll in the County's Traditional Health Care Plan.

All Employees in P.B.A. Local #197 shall be subject to the contributions outlined in Chapter 78 of Public Law 2011.

All Employees hired on or after October 11, 2016 shall, upon retirement and twenty five years of service to Passaic County, be entitled to enroll only in the HBCBS Advantage EPO DESIGN 4 plan or an equivalent plan that may be offered.

Effective October 11, 2016, all out of network charges will be paid at 180% of the rate established by the Center for Medicare and Medicaid services ("CMS") in 2017 and 150% of the rate established by CMS in 2018. [MOA language]

12. Article 15(L) – Miscellaneous

¶ **J.** The County of Passaic will continue the practice that, where work projects are conducted on county roads and security is required for traffic control, etc. the primary entity in providing those services, will be ~~SOA Local 197~~ **the P.B.A.**. The engineering department will notify all contractors, when permits are issued, to contact ~~SOA 197~~ **the P.B.A.** for their security needs. **The distribution of all outside work will be the responsibility of the P.B.A. President.** All monies paid to Employees must be paid through the County Payroll at a rate as may be mutually agreed upon but not less than Twenty-Five Dollars (\$25.00) per hour.

13. Article 16 – Ceremonial Activities

Whenever an sworn law enforcement Officer, as defined by *N.J.S.A. 43:15A-97*, is killed in the line of duty in the State of New Jersey the County agrees to send a minimum of **two (2)** ~~six (6)~~ uniformed Officers (~~2 from Courthouse, 2 from Patrol and 2 from Corrections~~) to participate in funeral services for the said deceased law enforcement Officer, so long as the funeral services take place within the State of New Jersey, or, if outside the State of New Jersey, within a fifty (50) mile radius of the Passaic County Jail. Subject to the availability of same, Employer will permit ~~two (2)~~ **one (1)** County vehicles to be utilized by the members in the funeral service.

14. Period of Agreement

This Agreement shall become effective and retroactive to January 1, **2019** and shall remain in full force and effect until December 31, **2023** or until a successor Agreement is negotiated and executed, whichever shall last occur.

III. STIPULATIONS OF THE PARTIES

At the close of the interest arbitration proceedings, P.B.A. #197A and the County executed a written stipulation agreeing upon the award of certain proposals sought by the parties in their respective final offers. The proposals agreed upon by the parties are as follows:

1. The parties agree that the term of the agreement shall be for a period of five (5) years commencing on January 1, 2019 and expiring on December 31, 2023.
2. The parties agree to amend Article 3 – Grievance, Section A as follows:
 - A. The Employee shall present the grievance in written form to the Employee's immediate Shift Commander within ten (10) days of its occurrence. The Shift Commander shall then attempt to adjust the matter and shall respond **verbally in writing** to the Employee within ten (10) working days.
3. The parties agree to amend Article 5 – Work Week Hours of Work by striking Paragraph B:

~~For those Employees assigned to the Courthouse, the basic workweek shall consist of Monday through Friday from 8:15AM to 4:15PM, inclusive of one (1) hour lunch period. The Employer shall have the right to limit lunch periods of Court House Personnel to thirty (30) minutes.~~

4. The parties agree to amend Article 7 – Salaries as follows:
 - B. All E.M.T.'s will be paid an additional One Thousand (\$1,000.00) Dollars per year incorporated into their base salary. This additional one thousand (\$1,000.00) Dollars will cease immediately if the Employee fails re-certification. **No new E.M.T.s shall be added after January 1, 2004. In addition, EMT compensation shall permanently cease for any employee hired before January 1, 2004 that fails re-certification at any time, regardless of whether such employee becomes re-certified.** All costs in obtaining an initial EMT certification will be paid by the employee. However, an employee who seeks to obtain an EMT certification may, with the Sheriff's approval, receive their certification from the Passaic County Community College at the employer's expense.
 - C. When an Employee is promoted from his/her permanent title to an unclassified title, and serves in that capacity for ten (10) or more years, the Employee shall be considered grandfathered with regard to salary, terms and conditions of employment. If the Employee is returned to his/her original title after ten (10) years, the salary and all benefits shall also be grandfathered to that

Employee and shall be frozen until the original permanent title's salary increases to the Employee's grandfathered salary in accordance with future wage adjustments to scales that may be negotiated in successive agreements. For example, in the event a SOA member holding the rank of Undersheriff, Chief, etc. for ten (10) or more years, is demoted back to his/**her** original title, his/her salary will not be reduced. The salary will be frozen until the original title's salary would catch up.

4. The parties agree to amend Article 8 – Increments and Longevity as follows:

Add New Paragraphs C. and D.

C. An Employee's anniversary date shall be determined based upon the employee's initial date of promotion as a supervisor within their title, as defined by the Civil Service Commission.

D. Length of employment for all new Employees will be determined by length of service with the County of Passaic.

5. The parties agree to amend Article 10 – Vacation, Sick Personal and Bereavement Leaves as follows:

Replace Paragraph D., Death Leave, with the following:

D. Bereavement Leave

Employees are entitled to three (3) consecutive calendar days leave of absence for the death of an employee's immediate relative.

Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death or funeral of a family member unless approved by the County Administrator. "Immediate Relative" includes spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave. Employees may be asked for proof at the discretion of the Personnel Department or Administration.

An additional day shall be given in the event of the Employee's spouse or children's death.

6. The parties agree to amend Article 14 – Medical Benefits as follows:

1. ~~The level of Employee contribution of 1.5% of base salary shall be as set forth in P.L. 010, ch.2, effective May 22, 2010. This level of Employee contribution shall be inclusive of, rather than in addition to, any statutory obligation towards an Employee's requirement to make contributions toward the payment of health insurance.~~

3. ~~Any Employee hired after the ratification of this Agreement shall contribute towards the cost of medical benefits as follows:~~

i. ~~Two Percent (2%) of Base Salary for single Coverage:~~

ii. ~~Two and One Half Percent (2.5%) of Base Salary for Husband/wife; One Parent and One (1) Child, Employee/Domestic Partner.~~

iii. ~~Three Percent (3%) of Base Salary for Family Coverage.~~

4. Co-Pays for doctor's visits shall be ~~Fifteen Dollars (\$15.00)~~. The deductible for health insurance shall be ~~Two Hundred and Fifty Dollars (\$250.00)~~ for the Employee and ~~Five Hundred Dollars (\$500.00) for family members~~. Out of pocket maximum contributions for in-network providers shall be ~~Two Hundred Dollars (\$200.00)~~ for Employees and ~~Four Hundred Dollars (\$400.00)~~ for family members and for out-of-network providers, ~~Six Hundred Dollars (\$600.00)~~ for Employees and ~~One Thousand Dollars (\$1,000.00)~~ for family members.

[The Parties agree that the stricken language must be replaced with language that reflects the current copays, deductibles and maximum out of pocket amounts for the EPO, POS and High Deductible Healthcare Plans].

Add New Paragraph

All Employees shall no longer be permitted to enroll in the County's Traditional Health Care Plan. All Employees still enrolled in the Traditional Healthcare Plan shall exit the Traditional Healthcare Plan no later than thirty (30) days following the issuance of the arbitrator's award or the execution of a Memorandum of Agreement.

7. The parties agree to Amend Article 16 – Ceremonial Activities as follow:

Whenever a sworn law enforcement Officer, as defined by *N.J.S.A. §43:15A-97*, is killed in the line of duty in the State of New Jersey, the County agrees to send a minimum of ~~six (6)~~ **two (2)** uniformed supervisors to participate in funeral services for the said deceased law enforcement Officer, so long as the funeral services take place within the State of New Jersey, or, if outside the State of New Jersey, within a fifty (50) mile radius of the Passaic County Jail.

Subject to the availability of same, the Employer will permit ~~two (2)~~ **one (1)** County vehicle to be utilized by the members in the funeral service.

Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Sheriff's Office.

IV. STATUTORY CRITERIA

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

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

- (1) The interests and welfare of the public. Among the items the arbitrator shall assess when considering this factor are the limitations imposed upon the employer by P.L.1976, c.68 (C. 40A:4-45.1 et seq.).
- (2) Comparison of the wages, salaries, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employees performing the same or similar services and with other employees generally:
 - (a) In private employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.
 - (b) In public employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.

- (c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with section 5 of P.L. 1995, c.425 (C. 34:13A-16.2); provided, however, that each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.
 - (d) In comparative private employment.
 - (e) In public and private employment in general.
- (3) The overall compensation presently received by the employees, inclusive of direct wages, salary, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.
 - (4) Stipulations of the parties.
 - (5) The lawful authority of the employer. Among the items the arbitrator shall assess when considering this factor are the limitations imposed upon the employer by P.L.1976, c.68 (C. 40A:4-45.1 et seq.).
 - (6) The financial impact on the governing unit, its residents, the limitations imposed upon the local unit's property tax levy pursuant to section 10 of P.L.2007, c. 62 (C.40A:4-45.45), and taxpayers. When considering this factor in a dispute in which the public employer is a county or a municipality, the arbitrator or panel of arbitrators shall take into account, to the extent that evidence is introduced, how the award will affect the municipal or county purposes element, as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element or, in the case of a county, the county purposes element, required to fund the employees' contract in the preceding local budget year with that required under the award for the current local budget year; the impact of the award for each income sector of the property taxpayers of the local unit; the impact of the award on the ability of the governing body to (a) maintain existing local programs and services, (b) expand existing local programs and services for which public moneys have been designated by the governing body in a proposed local budget, or (c) initiate any new programs and services for which public moneys have been designated by the governing body in a proposed local budget.
 - (7) The cost of living.

- (8) The continuity and stability of employment including seniority rights and such other factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours, and conditions of employment through collective negotiations and collective bargaining between the parties in the public service and in private employment.
- (9) Statutory restrictions imposed on the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the Employer by Section 10 of P.L. 2007, c. 62 (C.40A:4-45.45).

V. BACKGROUND

PBA Local 197 at one time represented a single bargaining unit consisting of correctional officers and their superior officers employed at the Passaic County Jail as well as Sheriff's officers who are given traditional police functions and responsibility for operating the County Courthouse. Subsequently PERC certified four separate bargaining units as follows: SOA the Superior Officers who supervise correctional officers in the County jail and who are subject to this Award; Local 197 the correctional officers themselves; Local 286 the Sheriff Officers and Local 286A the Sheriff Officer supervisors.

Traditionally, all four bargaining units negotiated in tandem, and the terms and conditions of their respective CNAs were similar if not identical. In 2007, all four units petitioned for an interest arbitration award in the same proceeding. The contract that resulted from that proceeding expired on December 31, 2014. For the period January 1, 2015 to December 31, 2018, all four bargaining units bargained separately, but each received identical wage increases. The most recent CNA for all four bargaining units expired on December 31, 2019. However, of the four bargaining units only Local 286A was able to reach an agreement with the County. The CNA between Local 286A and the County was ratified on or about January 30, 2020. This agreement was reached before

the effects of the COVID-19 Pandemic arrived in the United States. Subsequently, the remaining three bargaining units petitioned PERC and requested interest arbitration.

This Award concerns the SOA representing County Correctional Police Sergeants, County Correctional Police Lieutenants, County Correctional Police Captains, County Correctional Deputy Police Wardens, and County Correctional Wardens. The 49 members of the bargaining unit working in these titles operate the Passaic County Jail (“Jail”). The members of the SOA bargaining unit supervise inmates, maintain care custody and control of inmates, supervise and conduct searches of inmate cells/living quarters; and investigate inmate related incidents. In addition to these tasks, the members of the bargaining unit supervise subordinate officers, assist subordinate officers with difficult inmates, develop and implement security plans for the facility; overseeing inmate work activities, monitoring activities of inmates and staff; assessing inmates, administering the correctional facility.

As a result of bail reform *N.J.S.A. 2A:162-15*, the inmate population in the Passaic County Jail has been reduced from approximately 800 to 500. Although there are fewer inmates, the inmates who remain tend to be more prone to violence. In addition, members of the SOA bargaining unit face heightened exposure to COVID-19.

In addition to their carceral responsibilities, members of the SOA work with members of law enforcement agencies, including Locals 286 and 286A and are part of the Sheriff’s Emergency Response Team (“SERT”).

The primary issues in this negotiation concern wages and health insurance coverage. The County is self-insured and pays for most claims directly by utilizing a third-party administrator. For many years, the County provided a Traditional Healthcare Plan

which was very expensive, and because of the requirements of Chapter 78 of the Pension and Health Benefits Reform Law, the members of the bargaining were required to pay a significant portion of the premiums to secure their health insurance. Both the Union and the County are proposing to move from the Traditional Healthcare Plan to one of three alternatives: Exclusive Provider Organization Plan (“EPO”), Point of Service Plan (“POS”) or a High Deductible Plan. As will be discussed, the Union contends that the savings generated by terminating coverage in the Traditional Plan would pay for the Union’s proposed wage increases for its proposed five-year CNA. On the other hand, the County contends that the move from the Traditional Healthcare Plan would result in reduced premium contributions from members of the bargaining unit as required by Chapter 78.

VI. THE PARTIES’ DISCUSSION OF THEIR RESPECTIVE PROPOSALS

A. Union Proposals Regarding Wages Hours and Term of the Agreement and the SOA’s Response to the County’s Proposals

The Union is seeking a five-year agreement, where each member of the bargaining unit will be permitted to move annually one step on the Salary Guide. In addition, under the Union’s proposal, superior officers at the top step would receive the following wage increases: 4% retroactive to January 1, 2019; 4% retroactive to January 1, 2020; 3% effective January 2021; 3% effective January 2022; and 3% effective January 2023.

Initially the Union notes that, its wage proposal is being made after the expiration of the 2% hard salary cap contained in *N.J.S.A. 34:13A-16.7(b)*.

As to compensation, the Salary Guide is compressed for members of the bargaining unit. There are three steps in the salary guide for County Correctional Police Sergeants, two steps for County Correctional Police Lieutenants and County Correctional Police Captains, and one step for the County Correctional Police Deputy Warden and

County Correctional Police Warden. Under the current CNA, members of the bargaining unit who reached the top-step of their respective rank moved off-guide and received cost of living adjustments. The Union is not seeking to increase the value of any of the steps in the salary guide. Therefore, under the Union’s proposal the salary guide will have been frozen for nine years. The Union is seeking the following salary guide for members of the bargaining unit:

County Correctional Police Sergeant

Step 1	\$106,879
Step 2	\$115,200
Step 3	\$120,784

County Correctional Police Lieutenant

Step 1	\$124,674
Step 2	\$130,635

County Correctional Police Captain

Step 1	\$135,135
Step 2	\$141,517

County Correctional Deputy Police Warden

Step 1	\$156,223
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County Correctional Police Warden

Step 1	\$165,307
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The SOA points out that the Salary Guide was incorporated into the recently negotiated Local 286A CNA with the County. (PBA 197A Ex. 20). In support of its position that the members of the bargaining unit should receive the same wages as Local 286A, the SOA notes that, unlike in other counties, the Passaic County Sheriff oversees both Sheriff Officers and Correctional Officers. The SOA notes that it works closely with other law enforcement groups, including Local 286A. President Rosario, testified that he was concerned that the morale of members of the SOA would suffer if his members did not receive the same wage increase as members of LOCAL 286A bargaining unit creating unnecessary division.

In describing the County's wage proposal, the SOA concedes that the County is also offering step advancement but notes that the County is only offering the following wage increases: 1% retroactive to January 1, 2019; 2,5% retroactive to January 1, 2020; 3% effective January 2021; 3% effective January 2022; and 2% effective January 2023. The SOA notes that this is significantly less than the wages agreed to by Local 286A. The Union posits that awarding the County's proposal would disrupt the long-established practice of providing the same compensation to members of both the SOA and Local 286A bargaining units. The SOA cites to PERC decisions holding that a "public employer's pattern of settlement is an important consideration in applying the nine interest arbitration factors found under *N.J.S.A. 34:13a-16G*. (Union brief at 54 *citing, Union County Corrections Officers, P.B.A. Local 999 v. County of Union*, 30 N.J.P.E.R. 38 (2004); *County of Essex and Essex County Sheriff's Officers, P.B.A. Local 183*, 31 N.J.P.E.R. 41 (2005).

The Union urges me to review the history of negotiations and the relationships concerning wages and conditions of employment within the jurisdiction. The SOA notes that at least since 1997, employees it represents received the same wage increases as members of the bargaining unit represented by Local 286A.

The SOA maintains that the County's wage offer is a substantial departure from the history of parity between the SOA and Local 286A. The SOA posits that if I award the County's offer it could lead to "competition" between the two bargaining units.

The SOA also notes that the Local 286A wage increases were generated after Local 286A agreed to eliminate the Traditional Healthcare Plan and the County was able to count on significant cost savings. The SOA relies upon the testimony of its expert Dominick Fanuele ("Fanuele"). Mr. Fanuele described the Traditional Healthcare Plan as an "indemnity plan." (1Tr. 95-96). He noted that the Plan permitted participants to use any provider, and that there were low co-pays and very limited out of pocket costs. Mr. Fanuele stated that such plans are extremely expensive. Mr. Fanuele compared the monthly cost of coverage for each proffered plan. As an example, for a family the Traditional Healthcare Plan's monthly premium is \$3,694, the EPO plan premium is \$1873.35, the POS premium plan is \$1697.12, and the high deductible plan premium is \$1542.67². (Union Ex. 9 internal Ex. B).

Mr. Fanuele concluded that, over a year's time, the EPO family coverage is \$21,848 cheaper than family coverage under the Traditional Healthcare Plan, and the POS Plan is \$23,963 less per year. As noted above, under Chapter 78, members of the

² Although the County is self-insured it is still obligated to create an equivalent premium as if it were purchasing insurance from an insurance company instead of being self-insured. This requirement is necessary to comply with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). (1T 100).

SOA bargaining unit are required to contribute 35% of their health insurance premium costs. Mr. Fanuele concluded that, overall if the members of the SOA bargaining unit switched to the EPO Plan it would result in a savings of \$282,289.68 in total premiums. The members of the SOA bargaining unit would contribute \$98,801.38, netting the County an annual savings of \$183,488.04. Similarly, if members of the SOA bargaining unit switched to the POS Plan the County would save \$203,105.88. (1T 103-106).

Taking into account the purported savings attributable to the elimination of the Traditional Healthcare Plan and based on the report of its expert Dr. Caprio, the SOA contends that the cost to the County of adopting the Union's wage proposal is an increase of \$87,003.61 in 2019; a decrease of \$42,398.97 in 2020; a decrease of \$91,284.07 in 2021; an increase of \$226,356.40 in 2022; and an increase of \$237,108.54 in 2023. (Union Ex. 4 internal Ex. A).

The SOA calculated the baseline salary to be \$7,097,084.64 in 2018 and contends that if its proposal were adopted this would represent a 5.83% increase over the life of the five-year agreement or 1.17% per year. The Union, in part, includes verified breakage - that is, the known retirement or separations of higher paid members of the SOA bargaining unit - in its calculations. The SOA contends that its proposal is cost neutral. The SOA also argues that the elimination of the Traditional Healthcare Plan is necessary in order to maintain comparability between the SOA and Local 286A. The SOA posits that Local 286A was able to secure an increased wage as a result of the elimination of the Traditional Healthcare Plan.

The SOA points to Dr. Caprio's analysis of the County's ability to pay for its proposal. The SOA contends that Passaic County has unused revenue capacity which

could easily fund the wage increase it is seeking. Based on Dr. Caprio's analysis, the SOA notes that property tax increases in the County have been modest, the tax levy has been unchanged, the fund balance in 2020 is 70% larger than the fund balance in 2016, and that debt service has decreased by an annual average of \$6.5 million dollars from 2016 to 2020. The SOA asserts that its proposed wage increase would not have any impact on the average residential property owner.

The SOA acknowledges that the County may raise other issues in favor of its proposal, and the SOA contends that these issues should not stand in the way of my awarding the SOA's proposal. Initially, the SOA points to the Constitutional Officer's Cap, *N.J.S.A. 40a:4-45.45b*, which limits increases to County Officer's – such as the Sheriff – to 2% over the previous year's budget. The SOA states that the County did not submit any evidence showing how the Constitutional Officer's Cap would be impacted by the wage increase requested by the SOA. The SOA also notes that, since it is asking for the same wage increase as Local 286A, the SOA posits that the County is not in a position to contest the SOA's proposal. Moreover, the SOA contends that the Local 286A agreement, because of breakage, is actually more costly than the SOA proposal.

The SOA acknowledges that the County might argue that based on P.E.R.C.'s decision in *In the Matter of Borough of New Milford and P.B.A. LOCAL 83*, P.E.R.C. No. 2012-53, I am precluded from taking breakage into account in issuing my award. The SOA maintains that the breakage restriction is only applicable to interest arbitration awards restricted by the 2% Hard Cap which has now sunset. (Union brief at 113-114 *citing, I/MO Hopewell Township and Hopewell P.B.A. Local 342*, Docket No. IA-2019-016, P.E.R.C. NO. 2020-10 (August 15, 2019) (A breakage analysis is discretionary with the

arbitrator)). The SOA also notes that it is able to point to actual breakage and is able to point to the real costs of its wage proposal.

a-1. SOA Discussion of the Statutory Requirements

i. Interest and Welfare of the Public

The SOA recognizes that the interest and welfare of the public is a major criterion required in analyzing an interest arbitration dispute. In support of its contention that its wage proposal be granted, the SOA describes the difficulties and dangers faced by its members and their contributions to public safety. The SOA notes that its members in addition to facing the dangers of being a correction officer, members of the bargaining unit also have administrative responsibilities for the jail. The SOA points out that its members are exposed to numerous health risks which have only been exacerbated by the COVID-19 Pandemic. The SOA contends that because of its vital role in preserving public safety and in ensuring the effectiveness of the correctional system that it should be awarded its wage demand. In addition, the SOA contends that awarding its demand would enhance morale within the bargaining unit.

In urging rejection of the County's offer, the SOA contends that the County's offer does not take into consideration the importance of the work performed by members of the bargaining unit, does not adequately compensate members of the bargaining unit; does not take into account the significant economic concessions made by members of the bargaining unit as a result of the 2% Hard Cap and Chapter 78; and would harm morale. The SOA posits that the County's ability to attract and retain qualified officers would be negatively impacted if the County's offer were granted. The SOA also notes that because

of the requirements of Chapter 78, those members of the bargaining unit progressing along the salary guide will then be contributing more for their health insurance coverage.

ia. The SOA's Hazard Pay Proposal and the Public Interest

The SOA also argues that, consistent with the public interest, its hazard pay proposal of in which it seeks payment of \$80 per/shift plus \$10/hour pay in overtime made in response to the COVID-19 Pandemic should also be awarded. The SOA notes that employees in the Preakness Healthcare Facility have provided with hazardous duty pay. The SOA points to Morris County which has authorized its administrator to offer hazard pay to certain employees. The SOA states that from the onset of the COVID-19 Pandemic, the members of the bargaining unit have worked under anxiety inducing conditions. The SOA also asserts that this proposal could be funded through the Federal CARES Act.

ii. Comparison of Wages and Benefits with Similarly Situated Employees in Comparable Jurisdictions

The SOA notes that, in making their awards, Interest Arbitrators are required to give substantial weight to the comparability criterion. Comparisons are made to: employees in the private sector; employees in the public sector; employees with the same employer and employees who perform same or similar functions with comparable employers.

The SOA states that recent interest arbitration awards have hovered around 2%, and the SOA attributes this to the effects of the Hard Cap. The SOA maintains that with the removal of the salary cap its wage proposal is more in line with the County's proposal.

The SOA compares the salaries of members of the bargaining unit with those of the municipal police forces in Passaic County and asserts that comparable officers,

excluding Deputy Wardens and the Warden, are better paid than the members of the SOA bargaining unit. The SOA relies on the following table in order to make its comparison:

UNIT	FINAL CONTRACT YEAR	TOP SALARY Sergeant (S), Lieutenant (L), & Captain (C)
Wayne	2014	\$148,729 (S) \$156,909 (L) \$165,089 (C)
North Haledon	2022	\$147,776 (S) \$157,573 (L) \$167,370 (C)
Little Falls	2019	\$139,804 (S) \$146,159 (L)
Hawthorne	2022	\$137,324 (S) \$146,498 (L) \$155,669 (C)
Prospect Park	2022	\$137,035 (S) \$142,534 (L) \$150,316 (C)
Totowa	2020	\$135,364 (S) \$142,364 (L) \$149,364 (C)
Pompton Lakes	2019	\$132,701 (S) \$144,232 (L) \$156,777 (C)
Bloomingtondale	2023	\$132,661 (S) \$140,535 (L) \$148,885 (C)
Clifton	2016	\$132,421 (S) \$148,079 (L) \$165,631 (C)

Wanaque	2019	\$128,431 (S) \$141,211 (L) \$155,332 (C)
Woodland Park	2019	\$127,824 (S) \$138,118 (L) \$141,474 (C)
Ringwood	2014	\$123,224 (S)
West Milford	2018	\$122,576 (S) \$139,235 (L) \$149,395 (C)
P.B.A. #197A	2018	\$120,784 (S) \$130,635 (L) \$141,517 (C)
Paterson	2018	\$114,134 (S) \$126,269 (L) \$141,204 (C)
Haledon	2015	\$113,190 (S) \$120,943 (L) \$129,133 (C)

The SOA notes that its proposal does not affect the salary guide, and that even if its proposal was granted in full, members of the bargaining unit who have not reached the top step would still lag behind similarly ranked officers employed by municipalities in the County. The SOA states that in 9 of the 16 municipalities sergeants at the top step would still be paid more than sergeants in the bargaining unit, that lieutenants in ten of the 16 municipalities would be paid more than lieutenants in the bargaining unit, and that captains in 6 of the 16 municipalities would be paid more than captains in the bargaining unit. The SOA maintains that this analysis shows that awarding its wage increase would permit the members of the bargaining unit to keep pace with their Passaic County peers.

The SOA also compares the salaries of the bargaining unit members to the salaries of other correctional units in the state, and notes that the members of the bargaining unit had formerly been in the top 5 in compensation, but that this is no longer true. The SOA attributes this disparity to the effects of the 2% Hard Cap.

The SOA does not think that comparison with the County's other bargaining units is warranted. The SOA notes that unlike the civilian bargaining units, the SOA bargaining unit was subject to the 2% Hard Cap, and that this affected the compensation of its members. The SOA also concedes that the salaries of members of its bargaining unit are higher than the salaries of the civilian bargaining units but contends that such a comparison is not appropriate because, the SOA bargaining unit members have more difficult and dangerous jobs. The SOA urges me to reject a comparison of its bargaining unit to the civilian bargaining units. (Union brief at 153-152 *citing, Township of Woodbridge and P.B.A. LOCAL 81*, PERC No. IA-96-119 (1998)).

The Union also reiterates its contention that the most appropriate comparison is to the recent CNA negotiated between the County and Local 286A. The SOA points to the historical relationship between its contract's wages and benefits and those provided in the Local 286A CNA. The SOA states that there must be a justification for issuing an award containing such a departure from an internal pattern of settlement history. The SOA also maintains that its proposal actually costs less than the Local 286A agreement.

iii. Lawful Authority of the Employer

The SOA asserts that the County has not presented any evidence that the County cannot lawfully agree to the Union's proposals

iv. Financial Impact Upon the Governing Unit

In reliance on the testimony of its expert, Dr. Ralph Caprio, the SOA contends that the County has the ability to pay for the Union's economic proposals. The SOA also contends that the County has not presented evidence that it is unable to pay. The SOA posits that its proposals are fiscally responsible and would not have a detrimental impact on the County or its residents. In addition, the SOA concedes that revenues are down by \$8 million dollars as a result of the COVID-19 Pandemic, however the SOA notes that the County has received \$87 million dollars in CARES Act funding to mitigate the effects of the COVID-19 Pandemic. The SOA also cites to the testimony of the County's Chief Financial Officer, Richard Cahill ("Cahill") who testified that the County will be able to collect revenues to satisfy any budgetary demands. (Union brief at 216-217, citing 4T116-117)).

The SOA asserts that the County is in excellent financial condition, and has the ability to regenerate surplus, and has excess budget appropriations which, when unspent, go into its reserves. The County's fund balance has more than doubled in the last four years, and there have been only de minimis tax increases.

The SOA also asserts that the Property Tax Levy Caps would not interfere with the ability of the County's ability to raise income.

v. Cost of Living

The SOA also seeks support for its economic position by pointing to statistical evidence that the cost of living in the County and in the surrounding areas has steadily increased. The SOA states that over the past five years, the Consumer Price Index ("CPI") has increased 7.5% while the wages of those at the top step of the Salary Guide only

increased by 2.0%. Therefore, the SOA posits that the wages of members of the bargaining unit have not kept pace with inflation.

The Union also reiterates its argument that in addition to the increased cost of living, members of the bargaining unit are required to pay up to \$14,185 toward the premium for family coverage under the Traditional Healthcare Plan pursuant to Chapter 78. The Union contends that the County wage proposal is simply too low and would not keep up with the expected increases in the cost of living.

vi. Continuity and Stability of Employment

The SOA argues that if its salary proposal is granted, it would contribute to the continuity and stability of employment among members of the bargaining unit and would encourage the retention of competent and qualified superior officers. The SOA contends that if the County's proposal is granted there would be an incentive for members of the bargaining unit to leave the County's employ and this would impose a cost on the taxpayers who will have to pay for training replacement officers. The SOA asserts that if its proposal is granted it would have a beneficial effect on morale.

vii. Statutory Restrictions

The Union points to Chapter 78 and the now expired 2% Hard Cap as having restricted the ability of members of the bargaining unit to negotiate an adequate wage package. The Union contends that, since these restrictions are no longer in place, I am no longer confined to a particular mandate.

The Union argues that the award of its economic proposals would alleviate the statutory restrictions resulting from the 2% Hard Cap previously applied to members of the bargaining unit.

a-2 SOA Discussion of County Proposals

i. County Proposals Governing Shifts and Hours of Work

The SOA notes that the County is seeking to change the provisions of Article 5(A) of the CNA governing the workweek. The first provision that the County seeks to modify concerns the following language: “All Employees employed in the continuous operation of the Passaic County Jail Corrections Unit shall have a workweek, **inclusive of two weekends**, consisting of four (4) consecutive days on and two (2) consecutive days off.” (Emphasis supplied). The County seeks to eliminate the highlighted phrase “inclusive of two weekends.” The SOA contends that were I to grant this proposal, it would be disruptive to the bargaining unit’s quality of life and would interfere with the family stability of the members of the SOA bargaining unit.

In addition, the County has proposed that it be given the discretion to stagger work shifts by two-hours. At present, members of the SOA bargaining unit work four days on followed by two days off and work from: 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM, or 11:00 PM to 7:00 AM. While certain Superior Officers work five (5) days on and then two (2) days off with a shift of 8:00 AM to 4:00 P.M., the SOA contends that this would wreak havoc with its members homelives. SOA members have childcare responsibilities, and the proposal as written would give unfettered discretion to allow the County to change shifts without notice³. The SOA is also concerned that such discretion would be used to discipline members of the bargaining unit.

³ Undersheriff Dennis denied this was the intent.

ii. Overtime for the K-9 Unit

At present, the officers assigned to the K-9 Unit are provided with one half-hour before their shift and one half-hour after their shift to care for their dogs. The County has proposed that officers assigned to the K-9 Unit be given five compensatory days off together with a take-home vehicle. The SOA notes that of the K-9 Unit are also on-call.

The SOA rejects this change, because it contends that the members of the K-9 Unit would not be adequately compensated for the time expended caring for their dogs, and for their on-call status.

iii. Night Differential

Members of the SOA bargaining unit who work night shifts are entitled to a differential. The County is seeking to add a provision to the CNA that states that if a member of the SOA bargaining unit is on medical leave or is otherwise absent for forty-five days, that officer will no longer be entitled to the differential. The SOA rejects this proposed change and contends that members should be entitled to their regular salary even if they are forced to take an extended leave or utilize accrued sick time. The SOA contends that this proposal is unjust and would be financially detrimental to the bargaining unit members and their families.

iv. Holiday Compensation Check

The SOA rejects the County's proposal to reduce the compensation members receive in lieu of holiday pay from 15 days to 14 days. The SOA characterizes this as an uncalled for benefit reduction.

v. Medical Benefits

The County is seeking to make some changes to the medical benefits provision set forth at Article 14A of the CNA. That provision currently provides limits on employee deductibles and co-pays for prescription drugs and doctors' visits. The SOA opposes this proposal because it would remove the certainty that members of the bargaining unit can expect to receive when they incur costs for the Doctor or pharmacist services.

The County seeks to eliminate retiree health insurance benefits. The SOA rejects this proposal and contends that this will discourage qualified individuals from applying for employment with the Sheriff's department.

vi. Miscellaneous (Work Projects)

The County presently utilizes members of the SOA bargaining unit to assist in work projects on county roads by providing security. At present, § 15 L of the CNA provides in pertinent part:

The County of Passaic will continue the practice that, where work projects are conducted on county roads and security is required for traffic control, etc. the primary entity in providing those services, will be SOA Local 197. The engineering department will notify all contractors, when permits are issued, to contact SOA 197 for their security needs.

The County proposes to substitute the PBA for SOA 197. The SOA asserts that the proposal is ambiguous, and notes that there are at least four PBA locals who are recognized by the County. Because of the confusion this proposal would engender, the SOA asks that I not award this proposal.

B. County Proposals Regarding Wages Hours and the Term of the Agreement and its Response to the Union's Proposals

i. The Lawful Authority

The County points to the Constitutional Officers' Cap which requires that constitutional officers such as the Sheriff, shall limit their budget request to 2% of the previous year's budget. The County notes the Sheriff's budget in 2020 was \$2,102,506 and that 2% of that amount would equal \$42,050.12. In addition, the County asserts that as a result of the COVID-19 Pandemic, the Sherriff's department has only collected \$1,139,264 of its usual revenue and is therefore running at a deficit.

ii. The Cost of Health Insurance

The County notes that both it and the SOA have made proposals to eliminate the Traditional Healthcare Plan. The County also acknowledges that Mr. Fanuele, the Union's expert, testified that when the Traditional Healthcare Plan is eliminated, the savings resulting from the members of the bargaining unit switching plans would result in savings to the County of between \$180,000 and \$203,000 per year. However, the County asserts, that since it is self-insured, these purported savings are only speculative, and it is unclear what claims the County would face at any given time. The County notes, that while its savings cannot be quantified, the members of the bargaining unit will receive savings as a result of the reduction in their Chapter 78 contributions.

iii. Compensation of the SOA Bargaining Unit

The County points out that members of the SOA bargaining unit have a median income of \$128,755.88, and that, when differentials and longevity payments are taken into account, the average wage is \$140,971.17. County Chief Financial Officer Richard

Cahill testified that the average income in the County is \$60,681, which means that members of the SOA bargaining unit earn significantly more than the average County resident.

The County stresses that members of the bargaining unit have significant opportunities to earn overtime, and to receive generous longevity pay, and generous vacation entitlements.

iv. Comparisons to Similarly Situated Employees

In comparing the salaries of members of the bargaining unit to private sector employees, the County notes that there are few private sector occupations that pay as well as positions in the bargaining unit that do not require a college education. The County characterizes the SOA's demands as unreasonable.

In comparing the SOA to other County bargaining units, the County cites the following contract settlements:

Union	Term	Increase
IBT 125	Years 1-4 5 th year	1.25% 1.5%
CWA 1032	3 years	\$1500 no step movement
District 15, IAMAW	1 st year Years 2-5	0 2%
CWA 1032 (security)	Four years	1% or \$1000 at max
OPEIU Local 153	2 years 3 rd year	2% 1.75%
IBT 11	[UNCLEAR]	Step movement or \$1250 at max
AFSCME 2273	4 years	2.075% no step movement
OPEIU LOCAL 32	1 ST year Years 2-4	Frozen One step or 2% at max
CWA 1032 (nutrition)	4 years	1.25% COLA

IBT 11 (blue collar)	5 years	Step movement; \$1500 at max
1199J (Supervisors an RNs and LPNs0	4 years	No step movement 2.25% COLA
AFSCME 2252 (Supervisors)	4 years	No step movement 2.25% COLA

Based on these comparisons, the County contends that the SOA's demands are not reasonable and would deviate from the internal pattern of settlement.

v. Comparisons to other New Jersey Counties

The County notes that Passaic County ranked 13th out of twenty-one counties with respect to total county income, and when considering average income alone, Passaic County is the fourth lowest. The County also points out that, in 2019, the County had an unemployment rate of 4.3%, and in September 2020 the unemployment rate was 8.6%.

vi. Comparison to other County Correction Contract Settlements

The County has reviewed some of the recent settlements concerning corrections officers and argues that the SOA's demands deviate from the statewide pattern. The County points to the following:

County and Union	Term	Wage increase
Middlesex County Superior Corrections Officers	4 years	2%
Camden County Correction Superior Officers	3 years	1% to base
Camden County Rank & File	5 years	2%
Morris County Superior Officers	3 years	\$3,205 added to base no step year 1; 3% no step year 2; and frozen year 3
Union County Superior Officers	3 years	2.75% year 1; 2.5% year 2; .75% year 3

vii. *The Cost of Living*

The County suggests that the appropriate metric for measuring changes in the cost of living is the C-CPI-U, because the traditional Consumer Price Index does not reflect changes by consumers in their buying patterns or consumption habits⁴. The County posits that its wage proposal for the SOA bargaining unit provides average increases of 1.797% in year one, 4.206% in year two, 3.239% in year three, 3.059% in year four and 1.99 in year five for total package average of 2.858%. The County suggests that its proposal would be in excess of the increased costs of living throughout the duration of the agreement.

viii. *The Interests and Welfare of the Public and Statutory Limitations*

The County notes that I must consider the public's interest in fashioning my award, and that this analysis must balance the interrelationships considering all of the statutory criteria. The County stresses that the COVID-19 Pandemic has had a deleterious impact on the County's finances. Although it concedes that it has received funding under the CARES Act, the County posits that I must reject the SOA's hazard pay proposal because CARES Act money is to be used for salaries of those whose job duties include working to mitigate the effects of the COVID-19 Pandemic. The County states that members of the SOA bargaining unit do not fall into that category

In support of its economic position, the County urges me to note that unemployment is now 8.6% in Passaic County. The County also points out that, at the time of the hearing in this proceeding, revenues in this fiscal year were down by approximately eight million dollars, and that awarding the increases sought by the SOA

⁴ In its discussion of the cost-of-living factor, the County has not provided the actual change it contends is reflected in the C-CPI-U. (County brief at 36).

would impinge on the Sheriff's ability to increase his budget under the Constitutional Officer's Cap.

ix. Stability of Employment

The County contends that its bargaining proposal should be adopted because it will not have an impact on the continuity and stability of employment. The County asserts that the members of the SOA bargaining unit have well-paying jobs with good health insurance and pension benefits, and it is confident that members of the SOA bargaining unit will not leave their positions.

x. The SOA's Hazard Pay Proposal

The County rejects the SOA's hazard pay proposal. The County concedes that it has provided hazard pay to the employees of the Preakness Healthcare Center because of the COVID-19 Pandemic. The County notes that employees of the Preakness Healthcare Center are on the frontlines of combatting the COVID-19 Pandemic. The County reiterates its contention that because the members of the SOA bargaining unit do not have direct responsibility for mitigating the COVID-19 Pandemic, the hazard pay proposal should be rejected. The County also posits that hazard pay is beyond the scope of an interest arbitration proceeding.

VII. DISCUSSION

a. Salaries and Term of the Agreement

Conceptually, the wage proposals of both the County and the SOA are very similar. Both parties agree that a five-year term is appropriate, and both parties agree that there should be annual step movement for those members of the SOA bargaining unit. Where the parties' analysis diverges concerns the annual raise that they believe should be

awarded to members of the SOA bargaining unit who are at the top step of the salary guide. Even here both parties agree that the members of the bargaining unit should be awarded a 3% wage increase in both 2021 and 2022. The following table shows the differences between the parties proposals:

Year	Union	County
2019	4%	1%
2020	4%	2.5%
2021	3%	3%
2022	3%	3%
2023	3%	2%

The SOA points to the history of collective bargaining in the County and notes that it is seeking the identical wage increases that the County voluntarily agreed to with Local 286A. The SOA states that the SOA has always received the same wage increases as members of Local 286A bargaining unit, and the SOA asks me to adhere to the historical pattern. In addition, the SOA asks me to take note that the elimination of the Traditional Healthcare Plan will generate significant savings for the County.

On the other hand, the County asks me to take arbitral notice of the fact that since the Local 286A agreement was reached in January 2020, the County's economy has been harmed by the COVID-19 Pandemic, resulting in a shortfall in revenues, and an increase in county-wide unemployment.

Among the statutory criteria that I am obligated to examine, is the question of comparability. *N.J.S.A. 34:13-16(g)(2)* provides:

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

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

As Arbitrator Mastriani stated:

the first step is to determine whether there is a presence of internal settlements that either follow strict terms or terms that are so reasonably consistent with one another that an award must fall within that reasonable consistency. If a "pattern" is not found, the arbitrator is nevertheless required to consider evidence of internal prior settlements under the criterion of internal comparability. [N.J.S.A. 34:13A-16(g)(2)]. If a pattern is found, the arbitrator must either find that there should be adherence or explain why a deviation from the pattern is justified.

I/M/O Township of West Windsor and P.B.A. Local Number 271, Docket No.: IA-2019-014 (2019).

Here, the Local 286A bargaining unit is directly comparable to the SOA bargaining unit. Historically, both bargaining units were members of the same local, and even after PERC created four bargaining units, these four bargaining units negotiated together, and previously petitioned for interest arbitration in one proceeding. Thus, comparisons to private sector employees, other Passaic County employees, and other New Jersey law enforcement personnel pale in significance to the comparison to the historic relationship between the SOA and Local 286A. The Local 286A CNA was agreed to voluntarily by the County as recently as January 2020. I also take notice of the fact that both the County and the SOA have proposed eliminating the Traditional Healthcare Plan which will engender significant savings for both the County and the members of the SOA bargaining unit. However, while the savings that will be experienced by the members of the SOA bargaining unit are quantifiable because their Chapter 78 contributions will be reduced, the County's savings because it is self-insured, are more speculative, but they are undoubtedly real.

In addition, I am compelled to take into account the revenue shortfalls projected by the County. However, Dr. Caprio's testimony that the County is in relatively good financial shape and is capable of raising funds under the tax levy cap is convincing. Although there is no doubt that in the short-term revenue collections will be reduced, and the County can experience a shortfall, Dr. Caprio's testimony has convinced me that the County can withstand the significant salary increase requested by the SOA. I conclude that the historic relationship between Local 286A and the SOA is so compelling that there is not enough evidence in the record to depart from the historic pattern. I will award the SOA's proposal. Therefore:

- **Effective and retroactive to January 1, 2019, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a four percent (4%) cost of living adjustment in his/her salaries.**
- **Effective and retroactive to January 1, 2020, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a four percent (4%) cost of living adjustment in his/her salaries.**
- **Effective and retroactive to January 1, 2021, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a three percent (3%) cost of living adjustment in his/her salaries.**
- **Effective and retroactive to January 1, 2022, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a three percent (3%) cost of living adjustment in his/her salaries.**
- **Effective and retroactive to January 1, 2023, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a three percent (3%) cost of living adjustment in his/her salaries.**

Rank	2018-base	2019-4%	2020-4%	2021-3%	2022-3%	2023-3%
Sergeant	120,784	125,615.4	130,640	134,559.2	138,595.9	142,753.8
Lieutenant	130,635	135,860.4	141,294.8	145,533.7	149,899.7	154,396.7
Captain	141,517	147,177.7	153,064.8	157,656.7	162,386.4	167,258
Dep. Ward	156,223	162,471.9	168,970.8	174,039.9	179,261.1	184,639
Warden	165,307	172,002.5	178,882.6	184,249.1	189,776.5	195,469.8

Although I have discussed some of the salient statutory criteria, I will now summarize the requirements of *N.J.S.A. 34:13-16(g)*. The primary statutory requirement is that the Award comports with the interests and welfare of the public. *N.J.S.A. 34:13-*

16(g)(1). This requirement must be read in conjunction with the remaining subsections of *N.J.S.A. 34:13-16(g)*.

As noted, in making this award, I have considered the financial difficulties that the County is projected to face because of the COVID-19 Pandemic. I have nonetheless concluded that the arbitral authority in favor of finding internal comparisons is overwhelming in this case, and I have therefore awarded the SOA's proposals. Other comparisons are also relevant, I note that while in the near term, members of the bargaining unit will appear to progress relative to other Passaic County law enforcement agencies, I would note that many of the comparators are working under long expired contracts. Wayne which pays the highest salaries has not had a contract since 2014. Other comparators are working under expired or soon to be expired contracts. One can assume that the rates of pay will increase, and that they will meet or exceed the SOA salaries.

In addition, the members of the SOA are receiving significantly higher wage increases than Passaic County's civilian employees covered by collective negotiations agreements. However, the nature of the SOA's work is directly comparable to the work of the civilian employees. In addition, those employees were not working under the 2% Hard Cap.

Regarding the lawful authority imposed on the Employer, as noted above the County has stressed that the "Constitutional Officer Cap." P.L. 2015 c. 249. restricts the ability of the Sherriff to increase his budget by more than two percent per annum. However, constitutional officers such as the Sherriff, have a broad range of discretion in setting their budgets and in reallocating funds to operate and manage their offices under

the Constitutional Officer Cap. I would also note that unlike the 2% Hard Cap which imposed rigid conditions upon an Interest Arbitrator's ability to award an increase, the Constitutional Officer Cap is a more fluid concept. Both the Constitutional Officer and the arbitrator have more discretion under this cap. I accept the testimony of Dr. Caprio, that the County is in good fiscal condition, and has a healthy fund balance and that the County had excess statutory levy capacity. Dr. Caprio testified that under the Union's proposal the increase in wages to the bargaining unit, and that the effect on the average Passaic County residential property owner would be *de minimis*. Since the County has already voluntarily agreed to an identical proposal with Local 286A, I conclude that the County has determined that the Constitutional Officer Cap is not a barrier to its operations. I conclude that the County will be able to afford the increased costs emanating from this award, and that there is no statutory impediment to this Award.

Regarding the cost-of-living criteria, in 2018-2019, the cost-of-living in Northern New Jersey, increased 1.7%, and for the twelve months ending November 2020, the cost-of-living increased 1.4% - a difference that can be attributed to the COVID-19 Pandemic. I conclude that this Award will allow the members of the SOA bargaining unit to keep pace with cost-of living changes.

Finally, I conclude that this Award which largely awards the proposal sought by the SOA in this proceeding, will not have a deleterious impact on the stability and continuity of employment. There is no evidence in the record showing that employees in the SOA bargaining unit are seeking employment elsewhere or that they are retiring in larger numbers than usual.

b. Other Union Proposals

i. The Term of the Agreement

Both the SOA and the County requested a five-year term for the period January 1, 2019 to December 31, 2020, and that is awarded.

ii. Hazardous Duty Pay

As a result of the COVID-19 Pandemic, the SOA is seeking hazardous duty pay of \$80.00 per shift for members of the SOA bargaining unit. The SOA notes that employees of Preakness Healthcare Facility have received such pay as a result of Federal CARES Act funds paid to the County. I recognize that under the best of circumstances, the members of the SOA engage in difficult and dangerous work, and that as result of the COVID-19 Pandemic, their jobs have gotten immeasurably more difficult. However, the CARES Act funding is not a stable source of income for the County and any further receipt of such funding is dependent on the whims of Congress. I do not have the power to direct the County to allocate these funds in the manner suggested by the SOA. I do not award this proposal.

iii. Traditional Health Plan

Both the County and the SOA have proposed eliminating enrollment in the Traditional Healthcare Plan and requiring members of the SOA bargaining unit to exit the Traditional Healthcare Plan as of January 1, 2021. This proposal is awarded and shall go into effect within 30 days of the execution of this award, or as soon thereafter as practicable.

c. Other County Proposals

i. Work Week and Hours of Work

Presently, some members of the SOA bargaining unit work a schedule which is inclusive of weekends and consists of four consecutive days on and two consecutive days off. The County proposes to eliminate the language regarding weekends. The County has not come forward with sufficient evidence justifying such a change in the schedule. I find that, the change in schedule proposed by the County would have a deleterious effect on the domestic arrangements of the members of the SOA bargaining unit. Therefore, I do not award this proposal.

In addition, the members of the SOA bargaining unit work set 8-hour shifts. The County has proposed that it be empowered to stagger these shifts by as much as two hours without notice to the members of the SOA bargaining unit. This would interfere with the domestic arrangements of the members of the SOA bargaining unit and would undermine the provisions setting shift schedules. I do not award this proposal.

ii. Overtime

The County presently pays members of the K-9 Unit one hour per day to care for and feed the dogs in their charge. The County seeks to eliminate this provision, and instead provide the members of the K-9 Unit with five compensatory days. The County has not come forward with sufficient evidence to justify this change, and I do not award this proposal.

iii. Holiday Compensation

The members of the SOA are provided with 15 compensatory days in lieu of holidays. The County is seeking to reduce the number of compensatory days to 14 in lieu

of holidays. The County has not come forward with sufficient evidence to justify this change, and I do not award this proposal.

VIII. AWARD

Pursuant to my discussion set forth above the CNA shall be amended as follows:

Article 1 – Witnesseth as follows:

NOW THEREFORE, be it resolved, that the Employer and the Association mutually agree that the following shall represent the Agreement reached as a result of collective negotiations for the contract years, effective ~~January 1, 2007~~ January 1, 2019, and shall remain in full force and effect until ~~December 31, 2014~~ December 31, 2023, or until a successor Agreement is negotiated and executed, whichever shall last occur.

Article 3 – Grievance, Section A:

A. The Employee shall present the grievance in written form to the Employee's immediate Shift Commander within ten (10) days of its occurrence. The Shift Commander shall then attempt to adjust the matter and shall respond **verbally in writing** to the Employee within ten (10) working days.

Article 5 – Work Week Hours of Work by striking Paragraph B:

~~For those Employees assigned to the Courthouse, the basic workweek shall consist of Monday through Friday from 8:15AM to 4:15PM, inclusive of one (1) hour lunch period. The Employer shall have the right to limit lunch periods of Court House Personnel to thirty (30) minutes.~~

Article 7 – Salaries:

A. Base annual wages for Employees covered by this Agreement shall be as set forth in **Schedule A** annexed. The salary schedules shall be modified at each step and rank by the following percentages on each effective date and retroactive to each effective date as applicable.

- **Effective and retroactive to January 1, 2019, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a four percent (4%) cost of living adjustment in his/her salaries.**

- Effective and retroactive to January 1, 2020, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a four percent (4%) cost of living adjustment in his/her salaries.
- Effective and retroactive to January 1, 2021, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a three percent (3%) cost of living adjustment in his/her salaries.
- Effective and retroactive to January 1, 2022, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a three percent (3%) cost of living adjustment in his/her salaries.
- Effective and retroactive to January 1, 2023, employees will move one (1) step on the Salary Guide, and all of those employees at maximum will receive a three percent (3%) cost of living adjustment in his/her salaries.

Schedule A as of January 1, 2019:

Sergeant

Step 1	\$106,879
Step 2	\$115,200
Step 3	\$120,784

Lieutenant

Step 1	\$124,674
Step 2	\$130,635

Captain

Step 1	\$135,135
Step 2	\$141,517

Deputy Warden

Step 1	\$156,223
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Warden

Step 1	\$165,307
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The wage increases for those at the top-step shall be applied as follows:

Rank	2018-base	2019-4%	2020-4%	2021-3%	2022-3%	2023-3%
Sergeant	120,784	125,615.4	130,640	134,559.2	138,595.9	142,753.8
Lieutenant	130,635	135,860.4	141,294.8	145,533.7	149,899.7	154,396.7
Captain	141,517	147,177.7	153,064.8	157,656.7	162,386.4	167,258
Dep. Ward	156,223	162,471.9	168,970.8	174,039.9	179,261.1	184,639
Warden	165,307	172,002.5	178,882.6	184,249.1	189,776.5	195,469.8

B. All E.M.T.'s will be paid an additional One Thousand (\$1,000.00) Dollars per year incorporated into their base salary. This additional one thousand (\$1,000.00) Dollars will cease immediately if the Employee fails re-certification. ~~No new E.M.T.s shall be added after January 1, 2004. In addition, EMT compensation shall permanently cease for any employee hired before January 1, 2004 that fails re-certification at any time, regardless of whether such employee becomes re-certified.~~ All costs in obtaining an initial EMT certification will be paid by the employee. However, an employee who seeks to obtain an EMT certification may, with the Sheriff's approval, receive their certification from the Passaic County Community College at the employer's expense.

D. When an Employee is promoted from his/her permanent title to an unclassified title, and serves in that capacity for ten (10) or more years, the Employee shall be considered grandfathered with regard to salary, terms and conditions of employment. If the Employee is returned to his/her original title after ten (10) years, the salary and all benefits shall also be grandfathered to that Employee and shall be frozen until the original permanent title's salary increases to the Employee's grandfathered salary in accordance with future wage adjustments to scales that may be negotiated in successive agreements. For example, in the event a SOA member holding the rank of Undersheriff, Chief, etc. for ten (10) or more years, is demoted back to his/her original title, his/her salary will not be reduced. The salary will be frozen until the original title's salary would catch up.

Article 8 – Increments and Longevity:

Add New Paragraphs C. and D.

C. An Employee's anniversary date shall be determined based upon the employee's initial date of promotion as a supervisor within their title, as defined by the Civil Service Commission.

D. Length of employment for all new Employees will be determined by length of service with the County of Passaic.

Article 10 – Vacation, Sick Personal and Bereavement Leaves:

Replace Paragraph D., Death Leave, with the following:

D. Bereavement Leave

Employees are entitled to three (3) consecutive calendar days leave of absence for the death of an employee's immediate relative.

Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death or funeral of a family member unless approved by the County Administrator. "Immediate Relative" includes spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave. Employees may be asked for proof at the discretion of the Personnel Department or Administration.

An additional day shall be given in the event of the Employee's spouse or children's death.

Article 14 – Medical Benefits:

~~1. The level of Employee contribution of 1.5% of base salary shall be as set forth in P.L. 010, ch.2, effective May 22, 2010. This level of Employee contribution shall be inclusive of, rather than in addition to, any statutory obligation towards an Employee's requirement to make contributions toward the payment of health insurance.~~

~~3. Any Employee hired after the ratification of this Agreement shall contribute towards the cost of medical benefits as follows:~~

~~iv. Two Percent (2%) of Base Salary for single Coverage:~~

~~v. Two and One Half Percent (2.5%) of Base Salary for Husband/wife; One Parent and One (1) Child, Employee/Domestic Partner.~~

~~vi. Three Percent (3%) of Base Salary for Family Coverage.~~

4. Co-Pays for doctor's visits shall be ~~Fifteen Dollars (\$15.00)~~. The deductible for health insurance shall be ~~Two Hundred and Fifty Dollars (\$250.00)~~ for the Employee and ~~Five Hundred Dollars (\$500.00) for family members~~. Out of pocket maximum contributions for in-network providers shall be ~~Two Hundred Dollars (\$200.00)~~ for Employees and ~~Four Hundred Dollars (\$400.00)~~ for family members and for out-of-network providers, ~~Six Hundred Dollars (\$600.00)~~ for Employees and ~~One Thousand Dollars (\$1,000.00)~~ for family members.

[The Parties agree that the stricken language must be replaced with language that reflects the current copays, deductibles and maximum out of pocket amounts for the EPO, POS and High Deductible Healthcare Plans].

Add New Paragraph

All Employees shall no longer be permitted to enroll in the County's Traditional Health Care Plan. All Employees still enrolled in the Traditional Healthcare Plan shall exit the Traditional Healthcare Plan no later than thirty (30) days following the issuance of the arbitrator's award or the execution of a Memorandum of Agreement, or as soon thereafter as practicable.⁵

Article 16 – Ceremonial Activities:

Whenever a sworn law enforcement Officer, as defined by *N.J.S.A.* §43:15A-97, is killed in the line of duty in the State of New Jersey, the County agrees to send a minimum of ~~six (6)~~ **two (2)** uniformed supervisors to participate in funeral services for the said deceased law enforcement Officer, so long as the funeral services take place within the State of New Jersey, or, if outside the State of New Jersey, within a fifty (50) mile radius of the Passaic County Jail.

Subject to the availability of same, the Employer will permit ~~two (2)~~ **one (1)** County vehicle to be utilized by the members in the funeral service.

Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Sheriff's Office.

Other Proposals

All proposals by the Policemen's Benevolent Association, Local 197A and Passaic County not awarded herein are denied and dismissed. All provisions of

⁵ Language in bold added by the arbitrator.

the existing Collectively Negotiated Agreements⁶ shall be carried forward except for those which have been modified by the terms of this Award and any prior agreements between the parties.

X. CERTIFICATION

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

Dated: December 21, 2020
Brooklyn, New York

Ira Cure

State Of New York }
County of Kings }

On this 21st day of December 2020 before me personally came and appeared Ira Cure to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me he executed the same.

Notary Public

⁶ This includes salary increments.

the existing Collectively Negotiated Agreements⁶ shall be carried forward except for those which have been modified by the terms of this Award and any prior agreements between the parties.

X. CERTIFICATION

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

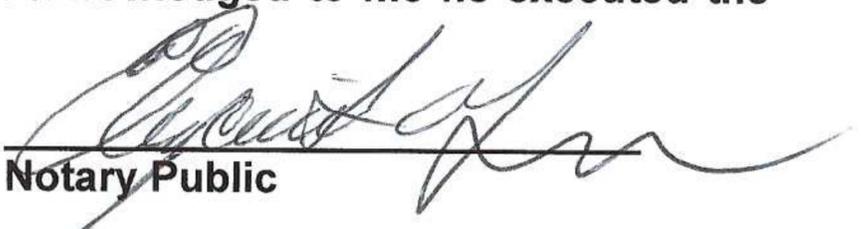
Dated: December 21, 2020
Brooklyn, New York



Ira Cure

State Of New York }
County of Kings }

On this 21st day of December 2020 before me personally came and appeared Ira Cure to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me he executed the same.



Notary Public

ELIZABETH ORFAN
Notary Public, State of New York
No. 02OR4976601
Qualified in Kings County
Commission Expires April 23, 2023

⁶ This includes salary increments.