

**NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of Interest Arbitration Between:

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**TOWNSHIP OF WEST WINDSOR**

“Public Employer,”

- and -

**POLICEMENS BENEVOLENT ASSOCIATION,  
LOCAL 271**

“Union.”

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**INTEREST ARBITRATION  
DECISION AND  
AWARD**

Docket No. IA-2019-014

**Before  
James W. Mastriani  
Interest Arbitrator**

Appearances:

**For the Township:**

Mark S. Ruderman, Esq.  
Ruderman & Roth, LLC

**For the PBA:**

Frank Crivelli, Esq.  
Crivelli & Barbatì, LLC

This Award arises out of an impasse between the West Windsor Policemen's Benevolent Association No. 271 [the "PBA" or "Union"] and the Township of West Windsor [the "Employer" or "Township"]. The collective negotiations agreement expired on December 31, 2018. In accordance with N.J.S.A. 34:13A-16(e)(1), and pursuant to an interest arbitration petition filed by PBA #271, I was randomly selected by the New Jersey Public Employment Relations Commission ["PERC"] on March 22, 2019 to serve as interest arbitrator.

I conducted a pre-interest arbitration mediation with the parties on April 30, 2019. Despite the efforts of the parties, they were unable to reach a voluntary agreement during mediation. Because the impasse remained, an interest arbitration hearing was scheduled and held on May 24, 2019. At the hearing, the parties argued orally, placed documentary evidence into the record and presented witnesses who were examined and cross-examined. The PBA offered the testimony of Sgt. Frank Bal, former President and member of the contract negotiations committee for PBA #271 and Dr. Raphael Caprio, PhD, municipal finance and budgeting expert. The Township offered testimony from Joanne Louth, Chief Financial Officer for the Township. The Township and PBA #271 each filed post-hearing briefs that were received by the arbitrator on June 10, 2019 and transmitted to the parties simultaneously by the arbitrator upon receipt.

## **BACKGROUND**

At hearing, Sgt. Bal described the jurisdiction of the Township. He testified that the Township is “located in Mercer County on the Route One corridor and that our northern border is Middlesex County. Our western border is Princeton, eastern border is Hamilton and Robbinsville.” The Township has 25.6 square miles and 28,800 residents as of the time of the 2010 census. He testified that the Department has forty-eight (48) officers, consisting of thirty (30) in the Patrol Division, seven (7) in the Detective Bureau and five (5) in the Traffic Bureau. There are four (4) Lieutenants and one training officer and a Chief of Police. PBA #271 represents rank and file police officers and sergeants. The Township is one of 11 municipalities in Mercer County. The others are East Windsor, Ewing Township, Hamilton Township, Hightstown, Hopewell Township, Lawrence Township, Pennington, Princeton, Robbinsville Township and Trenton.

In addition to the PBA #271 unit, the Township has labor agreements with four other units. There is a Superior Officer Association, an AFSCME unit that represents supervisory police employees, a CWA unit representing blue and white collar employees and a unit of eleven firefighters represented by IAFF Local 3610.<sup>1</sup> All of the labor agreements have the common expiration date of December 31, 2018.

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<sup>1</sup> The sole reference to the number of firefighters appears in the testimony of Sgt. Bal. Nothing in the record contradicts his testimony.

There are a substantial number of economic and non-economic issues in dispute seeking significant changes to the status quo to major economic contract articles. The parties' positions on many of the key issues in their proposals differ significantly. The final offers are set forth below in full.

Sgt Bal identified and described the proposals made by PBA #271 that are at impasse and included in its final offer. The financial aspects of the proposals were the subject of testimony from Dr. Caprio, the financial expert offered by the PBA and Joanne Louth, the Township's Chief Financial Officer. They are as follows:

**PBA #271**

**ECONOMIC**

1. Amend Article 7 "Wages" as follows:

**Paragraph A: Salaries/Movement on Steps**

**All Step movement shall occur on each successive anniversary date of initial hire for all Employees not at top pay. All Police Officers not at the top rate of pay shall be guaranteed an annual automatic step movement on each successive anniversary date of initial hire. This provision shall expressly survive the expiration of this agreement.**

- 1) **The salary chart for "Patrolmen and Sergeants hired PRIOR to January 1, 2012" included in the collective negotiations agreement that expired on December 31, 2018 shall be eliminated from this agreement. It is agreed amongst the parties that all officers that advanced on the aforementioned salary chart are now at top pay. Based upon the foregoing agreement, as of January 1, 2019. all officers that were at the top step of the**

**“Patrolmen and Sergeants hired prior to January 1, 2012” salary chart shall transition over to the top step of the “Patrolmen and Sergeants hired AFTER January 1, 2012” chart which is included in the collective negotiations agreement that expired on December 31, 2018. and is currently being re-negotiated.**

- 2) **Step movement for all Officers hired BEFORE January 1, 2017 shall be in accordance with the “Patrolmen and Sergeants hired AFTER January 1, 2012” chart as set forth below.**
- 3) **Step movement for all Officers hired AFTER January 1, 2017 shall be in accordance with the “Patrolmen and Sergeants hired AFTER January 1, 2017” chart as set forth below.**

**SALARY GUIDES**

**PATROLMEN & SERGEANTS HIRED  
AFTER JANUARY 1, 2012**

	2018	2019	2020	2021	2022
Entry Level	\$43,174	\$44,037	\$44,918	\$45,817	\$46,733
Completion of Academy	\$50,860	\$51,877	\$52,915	\$53,973	\$55,052
Beginning 2 <sup>nd</sup>	\$58,442	\$59,611	\$60,803	\$62,019	\$63,259
Beginning 3 <sup>rd</sup>	\$66,022	\$67,342	\$68,689	\$70,063	\$71,464
Beginning 4 <sup>th</sup>	\$73,603	\$75,075	\$76,577	\$78,108	\$79,670
Beginning 5 <sup>th</sup>	\$81,183	\$82,807	\$84,463	\$86,152	\$87,875
Beginning 6 <sup>th</sup>	\$88,765	\$90,540	\$92,351	\$94,198	\$96,082
Beginning 7 <sup>th</sup>	\$96,346	\$98,273	\$100,238	\$102,243	\$104,288
Beginning 8 <sup>th</sup>	\$109,640	\$114,026	\$118,587	\$123,330	\$128,263
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$126,965	\$132,044	\$137,326	\$142,819

**PATROLMEN & SERGEANTS  
HIRED AFTER JANUARY 1, 2017**

	2018	2019	2020	2021	2022
Entry Level	\$43,174	\$44,037	\$44,918	\$45,817	\$46,733
Completion of Academy	\$49,026	\$50,007	\$51,007	\$52,027	\$53,068
Beginning 2 <sup>nd</sup>	\$54,877	\$55,975	\$57,094	\$58,236	\$59,401
Beginning 3 <sup>rd</sup>	\$60,729	\$61,944	\$63,182	\$64,446	\$65,735
Beginning 4 <sup>th</sup>	\$66,581	\$67,913	\$69,271	\$70,656	\$72,069
Beginning 5 <sup>th</sup>	\$72,433	\$73,882	\$75,359	\$76,866	\$78,403
Beginning 6 <sup>th</sup>	\$78,284	\$79,850	\$81,447	\$83,076	\$84,738

Beginning 7 <sup>th</sup>	\$84,136	\$85,819	\$87,535	\$89,286	\$91,072
Beginning 8 <sup>th</sup>	\$89,988	\$91,788	\$93,624	\$95,496	\$97,406
Beginning 9 <sup>th</sup>	\$95,840	\$97,757	\$99,712	\$101,706	\$103,740
Beginning 10 <sup>th</sup>	\$101,691	\$103,725	\$105,799	\$107,915	\$110,073
Beginning 11 <sup>th</sup>	\$109,640	\$114,026	\$118,587	\$123,330	\$128,263
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$126,965	\$132,044	\$137,326	\$142,819

- B. It is understood that the Township agrees to pay all employees of the bargaining unit on Thursdays unless there are unforeseen circumstances which delay the processing of checks. In this case, payment will be made as soon as possible after the Thursday schedule.
- C. Employees shall be paid on a biweekly pay schedule.
- D. Salaries shall be computed on a calendar year basis from January 1st through December 31st. Payment of salary will be based on dividing the annual salary by the number of work hours in the calendar year. Each employee shall be paid for ~~the following number of~~ **two thousand and eighty (2080)** work hours per year.

~~2016 – 2,088 hours~~  
~~2017 – 2,080 hours~~  
~~2018 – 2,088 hours~~

- E. In any year where an employee is required to work **a normal schedule** in excess of the 2,080 hour normal work year, the employee will have the option to be paid for this extra time or to schedule the time off at straight time.

**For computing extra day purposes, the following yearly work hours will be used:**

**2019 – 2,088 hours**  
**2020 – 2,096 hours**  
**2021 – 2,088 hours**  
**2022 – 2,080 hours**

If an employee elects to be paid, said payment will be in the form of a separate check issued the pay period closest to the first (**1<sup>st</sup>**) of December.

If any employee elects to take compensatory time off, it shall be scheduled in the same manner as other time.

**F. Night differential shall be paid at the rate of 4% of the employee's annual base salary. This differential shall be paid only to employees who are regularly scheduled to work tours that include the 1700-0500 hours, 1800-0600 hours.**

**2. Amend Article 9 "Call-back Time" as follows:**

Amend Paragraph D as follows:

D. Detective Bureau and Traffic Unit Personnel, by nature of their positions, are often needed to be available when no detective or traffic officer is on duty for emergent situations that may arise. The Township will compensate each employee assigned to the Detective Bureau and Traffic Unit **with** an on-call stipend in the amount of ~~two percent (2%)~~ **four percent (4%)** of the employee's annual base salary in one installment to be paid in the paycheck closest to will not be included in overtime rate calculations for any member of the bargaining unit.

**In lieu of the on-call stipend, any employee assigned to the Detective Bureau or Traffic Unit may elect to receive one and one half (1 1/2) days of compensatory leave for each week he/she is assigned to an on-call status. This time will be used in the current calendar year that it is granted.**

**3. Amend Article 10 "Longevity" as follows:**

The current longevity payment schedule reflected in paragraphs A(1), A(2), and A(3) shall be deleted in favor of the following:

The Township agrees to provide each full-time regular employee with a longevity payment as set forth below:

<b><u>After 5 years of service</u></b>	<b><u>1% of base pay</u></b>
<b><u>After 10 years of service</u></b>	<b><u>2% of base pay</u></b>
<b><u>After 15 years of service</u></b>	<b><u>3% of base pay</u></b>

**After 20 years of service                    4% of base pay**  
**After 25 years of service                    5% of base pay**

Longevity payments will be prorated over the calendar year and be paid bi-weekly for continuous and interrupted service after an employee reaches his/her anniversary date.

4. **Amend Article 12 “Out-of-Class Assignments” as follows:**

Delete the existing two (2) paragraphs of this Article in their entirety and replace with the following:

**In the event that a patrol officer is required to assume the duties of a Patrol Sergeant. The employee that assumes the duties in an acting capacity shall be paid at the first (1<sup>st</sup>) year Patrol Sergeant’s rate of pay beginning on the first (1<sup>st</sup>) hour of the first (1<sup>st</sup>) calendar day he/she is so assigned in an acting capacity. Payment at the first (1<sup>st</sup>) year Patrol Sergeant’s rate of pay shall be continuous until the employee is no longer performing the duties that are outside of his or her title of employment.**

5. **Amend Article 13 “Education Incentive” as follows:**

Paragraph A:

Replace “\$500.00” with **“seven-hundred fifty dollars (\$750.00).”**

Paragraph B:

Replace “\$1,000.00” with **“one thousand five hundred dollars (\$1,500.00).”**

After Paragraph B, insert new Paragraph C as follows:

C. Officers who have earned a Graduate Degree (i.e. Master’s Degrees, Doctoral Degrees and/or their equivalent) shall receive a sum of two thousand dollars (\$2,000.00) each calendar year commencing after completion of at least four (4) years of service.

Paragraph C becomes **Paragraph D**

Paragraph D becomes **Paragraph E**



Paragraph E becomes **Paragraph F**

Paragraph F becomes **Paragraph G** and thereafter shall be deleted in its entirety and replaced with the following:

**Education Cost Reimbursement: College Level Courses**

**The Township shall reimburse an employee for tuition costs reasonably related to any college matriculated level degree program in police science, criminal justice, public administration, Business administration, accounting, sociology, psychology, self-defense/physical fitness or any other career related field. The tuition cost shall be the amount actuality paid by the employee for the tuition for the said courses. But reimbursement per credit hour shall not exceed the rate per credit hour charged by Rutgers College, of Rutgers University, the State University of New Jersey. There shall be an annual maximum reimbursement of six (6) college courses per calendar year.**

**Educational Cost Reimbursement: Non-College Level Courses**

**The Township shall reimburse an employee up to a cap of four thousand dollars (\$4,000.00) annually for Non-College Level Courses taken. These courses may be taken at accredited four year colleges, accredited two year colleges, extension or on-line divisions of accredited colleges. County community colleges. Technical or business schools, continuing education programs, police in-service training programs. Or other law enforcement training providers. For the purpose of establishing an annual budget amount, employees shall request the needed reimbursement by December 1<sup>st</sup> of the year prior to enrolling in the requested course(s).**

6. **Amend Article 14 “Vacation Leave” as follows:**

Employees shall be entitled to vacation leave based on the Vacation Schedule below:

	8.5 hour shift	10.5 hour shift	12 hour shift
During 1 <sup>st</sup> calendar year of service	½ day per month (4.25 hrs.)	½ day per month (5.25 hrs.)	½ day per month (6 hrs.)
1 <sup>st</sup> full year until 5 <sup>th</sup> anniversary	14 days (119 hrs.)	11 days (115.5 hrs.)	9 days (108 hrs.)

Upon reaching 5 <sup>th</sup> anniversary	15 days (127.5 hrs.)	12 days (126 hrs.)	10 days (120 hrs.)
Upon reaching 6 <sup>th</sup> anniversary	16 days (136 hrs.)	13 days (136.5 hrs.)	11 days (132 hrs.)
Upon reaching 7 <sup>th</sup> anniversary	17 days (144.5 hrs.)	14 days (147 hrs.)	12 days (144 hrs.)
Upon reaching 8 <sup>th</sup> anniversary	18 days (153 hrs.)	15 days (157.5 hrs.)	13 days (156 hrs.)
Upon reaching 9 <sup>th</sup> anniversary	19 days (161.5 hrs.)	16 days (168 hrs.)	14 days (168 hrs.)
Upon reaching 10 <sup>th</sup> anniversary	22 days (187 hrs.)	17 days (178.5 hrs.)	15 days (180 hrs.)
Upon reaching 11 <sup>th</sup> anniversary	23 days (195.5 hrs.)	18 days (189 hrs.)	16 days (192 hrs.)
Upon reaching 12 <sup>th</sup> anniversary	24 days (204 hrs.)	19 days (199.5 hrs.)	17 days (204 hrs.)
Upon reaching 13 <sup>th</sup> anniversary	25 days (212.5 hrs.)	20 days (210 hrs.)	18 days (216 hrs.)
Upon reaching 14 <sup>th</sup> anniversary	26 days (221 hrs.)	21 days (220.5 hrs.)	19 days (228 hrs.)
Upon reaching 15 <sup>th</sup> anniversary	27 days (229.5 hrs.)	22 days (231 hrs.)	20 days (240 hrs.)
Upon reaching 16 <sup>th</sup> anniversary	28 days (238 hrs.)	23 days (241.5 hrs.)	21 days (252 hrs.)
Upon reaching 17 <sup>th</sup> anniversary	29 days (246.5 hrs.)	24 days (252 hrs.)	22 days (264 hrs.)
Upon reaching 18 <sup>th</sup> anniversary	30 days (255 hrs.)	25 days (262.5 hrs.)	23 days (276 hrs.)
Upon reaching 19 <sup>th</sup> anniversary	31 days (263.5 hrs.)	26 days (273 hrs.)	24 days (288 hrs.)
Upon reaching 20 <sup>th</sup> anniversary	32 days (272 hrs.)	27 days (283.5 hrs.)	25 days (300 hrs.)
Upon reaching 21 <sup>st</sup> anniversary and thereafter	33 days (280.5 hrs.)	28 days (294 hrs.) <b><u>(+1.29 days)</u></b>	<b><u>26 days (312 hrs.)</u></b> 25 days (300 hrs.) <b><u>(+1.625 days)</u></b>

7. **Amend Article 16 “Personal Leave” as follows:**

In Paragraph A replace “thirty-four (34) hours” with **“four (4) days”**.

In Paragraph C replace “8.5 hours” with **“one (1) day”**.

In Paragraph D replace “sixty-eight (68) hours” with **“eight (8) days”**.

8. **Amend Article 20 “Insurance” as follows:**

A. The following coverage for each employee, spouse and child, will be provided at the cost of by the Township. **The cost of said coverage shall be borne by the Township with employees**

**contributing to the cost of said Health Benefits in accordance with Appendix A – set forth below in this Article.**

Revise Paragraph A(1):

Replace “\$1,500” with **“two thousand five hundred dollars (\$2,500.00);** and replace “\$3,000” with **“five thousand dollars (\$5,000.00).”**

Revise Paragraph A(5):

In addition to existing life insurance available through the State of New Jersey and all other existing plans, the Township shall continue to provide life insurance as currently provided by its carrier. The amount of basic life insurance and accidental death and dismemberment insurance is **\$18,000 twenty-five thousand dollars (\$25,000.00).** This amount will be reduced to **\$11,700 eighteen thousand dollars (\$18,000.00)** at age 65 and further reduced to **\$4,500 ten thousand dollars (\$10,000.00)** at age 70. Basic life insurance and accidental death and dismemberment insurance coverage terminates at retirement.

**The Township shall present the Union with proof of coverage annually during the month that the renewal of the policy is due. Should the Township change insurance carriers, the Township shall provide ninety (90) days’ notice to the Union of the same and present the Union with proof of coverage once the new policy is bound and secured. Under no circumstances shall the policy be secured with any insurance or indemnity company that does not hold a minimum of an “A” rating.**

Revise Paragraph A(6):

**The Township shall present the Union with proof of coverage annually during the month that the renewal of the policy is due.** The Township shall ~~timely notify~~ **provide ninety (90) days’ notice to the** President of the Association if a current insurance carrier is to be replaced by a new carrier. A new carrier must provide coverage that is equal to or better than coverage that was provided by the replaced carrier. The Township shall be liable for lost benefits to any employee if a change or cancellation of health insurance coverage results in a reduction of benefits.

Revise Paragraph E(1):

Replace "\$250.00" with **"four-hundred fifty (\$450.00)"**

Paragraph F: Renumber this section and add the following new language at the end of the section:

- 1. Male employees shall be entitled to seventy two (72) hours of paid paternity leave to be used in the event of the birth of a child.**
- 2. Paternity leave is to be used during imminent delivery, delivery, and/or the first thirty (30) days directly following childbirth.**

**APPENDIX A - \_\_\_\_\_**

**HEALTH BENEFITS PREMIUM CONTRIBUTION RATES  
FOR SINGLE COVERAGE AS OF JANUARY 1, 2019**

Salary Range	
Less than 20,000	2.25%
20,000-24,999.99	2.75%
25,000-29,999.99	3.75%
30,000-34,999.99	5.00%
35,000-39,999.99	5.50%
40,000-44,999.99	6.00%
45,000-49,999.99	7.00%
50,000-54,999.99	10.00%
55,000-59,999.99	11.50%
60,000-64,999.99	13.50%
65,000-69,999.99	14.50%
70,000-74,999.99	16.00%
75,000-79,999.99	16.50%
80,000-94,999.99	17.00%
95,000 and over	17.50%

**HEALTH BENEFITS PREMIUM CONTRIBUTION RATES  
FOR FAMILY COVERAGE AS OF JANUARY 1, 2019**

Salary Range	
Less than 25,000	1.50%
25,000-29,999.99	2.00%
30,000-34,999.99	2.50%
35,000-39,999.99	3.00%

40,000-44,999.99	3.50%
45,000-49,999.99	4.50%
50,000-54,999.99	6.00%
55,000-59,999.99	7.00%
60,000-64,999.99	8.50%
65,000-69,999.99	9.50%
70,000-74,999.99	11.00%
75,000-79,999.99	11.50%
80,000-84,999.99	12.00%
85,000-99,999.99	13.00%
90,000-94,999.00	14.00%
95,000-99,999.00	14.50%
100,000-109,999.99	16.00%
110,000 and over	17.50%

**HEALTH BENEFITS PREMIUM CONTRIBUTION RATES  
FOR PARENT/CHILD HUSBAND/WIFE COVERAGE AS  
OF JANUARY 1, 2019**

Salary Range	
Less than 25,000	1.75%
25,000-29,999.99	2.25%
30,000-34,999.99	3.00%
35,000-39,999.99	3.50%
40,000-44,999.99	4.00%
45,000-49,999.99	5.00%
50,000-54,999.99	7.50%
55,000-59,999.99	8.50%
60,000-64,999.99	10.50%
65,000-69,999.99	11.50%
70,000-74,999.99	13.00%
75,000-79,999.99	13.50%
80,000-84,999.99	14.00%
85,000-99,999.99	15.00%
100,000 and over	17.50%

9. **Amend Article 21 “In-Service Training” as follows.**

Insert the following at the end of the Article:

**Any Officer who attends training on a regularly scheduled work day, shall be credited for a full day’s work whenever attending a training session of eight (8) hours or more in duration, or in the alternative the**

**training session is scheduled for eight (8) hours or more.**

**Any Officer who attends training scheduled for less than eight (8) hours on a regularly scheduled work day will be required to return to work and complete his/her shift.**

10. **Amend Article 22 “Uniforms” as follows:**

Revise Paragraph D as follows:

D. Effective January 1, ~~2008~~ **2019**, the Township shall pay each employee who uses plain clothes up to ~~(\$850.00) (effective January 1, 2017 \$1,000.00)~~ **one thousand two hundred (\$1 200.00)** for initial issue on appointment to the position wherein he/she uses plain clothes. ~~The first such \$850.00 (\$1,000.0 after January 1, 2017) clothing allowance shall be prorated for the period from the date of appointment to the end of the first year of such service to allow thereafter a regular annual payment on a calendar year basis.~~ The employee shall submit signed receipts to the Chief for approval of all purchases. The Township shall provide for dry cleaning and maintenance of all plain clothes used by employees covered under this paragraph.

11. **New Article: Replacement Program for Equipment and Uniforms**

A. **All cleaning, maintenance and repair of uniforms and equipment shall be supplied by the Township at no expense to the Employee.**

B. **The Township agrees that emergency replacement may be authorized by the Chief of Police. For personal equipment and articles of clothing damaged during the performance of duty during an emergency or assigned duty at any time during the year.**

**NON-ECONOMIC**

1. **Article 5, Add new Paragraph 5 as follows:**

All members of this bargaining unit are citizens of the United States of America and the State of New Jersey and. As such, are entitled to all the rights and privileges guaranteed by the Constitution and Laws of the United States and the State of New Jersey. The members of this bargaining unit also hold a unique status as Public Safety Officers involved in the exercise of the Police powers of the State of New Jersey.

The powers and duties given to the State of New Jersey and the Public Safety Officers that are members of this bargaining unit involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Bargaining Unit.

In an effort to ensure that investigations and or interrogations of members are conducted in a manner which is consistent with both of these principles, the following practices and procedures are hereby adopted whenever an Officer is subject to investigation and/or interrogation by a Superior Officer or the internal affairs division of their respective department.

All investigations that are being conducted by the Department shall be conducted in accordance with the New Jersey Attorney General's Guidelines for Internal Affairs Policy and Procedure as may be amended from time to time (hereinafter referred to as the Guidelines). In no way is this article meant to alter the duties and responsibilities of any investigating officer as they may exist under the Guidelines and furthermore. Under no circumstances is this article meant to detract from the rights of any law enforcement officer as may be expressed under the guidelines to wit:

- a) Any investigation of a member shall be conducted at a reasonable hour, preferably at a time when the member is on duty, with reasonable notice given. Unless the seriousness of the investigation is such that an immediate interrogation is required. If such an interrogation does occur during the off-duty time of the member being interrogated. The member shall be compensated for such off-duty time in accordance with the provision of this Agreement.

- b) Any member being investigated shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous. Then the member shall be advised of sufficient information to reasonably apprise the member of the allegations being investigated. If it is known that the member is being interrogated as a witness only, he/she should be so informed of this fact at initial contact.
- c) A member has the right not to incriminate himself/herself by answering questions, oral or written. Propounded to him/her in the course of the investigation. In addition to the foregoing, no member shall be compelled to give a statement, oral or written. Relating to said investigation without first being read and having waived his/her Miranda Rights if the allegation under investigation is criminal in nature, or has the possibility of being criminal in nature.
- d) Prior to the commencement of the interrogation, or at any point during the investigation, a member has the right to retain counsel of his/her choice. At his/her expense, and to have said counsel present to advise at all stages of the criminal proceeding, the administrative proceeding or investigation.
- e) At the request of the member, a Union representative will be present at any interrogation. The Union representative's purpose shall not be to interfere with the interrogation and or investigation, but to witness the conduct of said procedure and to advise the member as to his/her rights under this Article and the law. Under no circumstance does a member's decision to retain counsel infringe upon his or her right to have a Union Representative present at any interrogation.
- f) Interrogation of a member shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal



necessities. Meals. Telephone calls. And rest periods as are reasonably necessary.

- g) The interrogation of the Officer shall be either audio and/or video recorded. "Off the Record" questions or conversations shall be expressly prohibited.
- h) No member shall be subject to any offensive or abusive language or questions that are meant to do nothing more than belittle or demean the member. No member shall be threatened with transfer, dismissal or other disciplinary punishment during the course of the interrogation or investigation. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed as to prevent an investigating officer from informing the member of the possible consequences of the alleged acts that are being investigated.
- i) Prior to the commencement of any interrogation or interview of any member. The investigating officer shall advise the member of his or her rights as follows:

"I am advising you that you are being questioned as part of an official investigation. You will be asked questions specifically directed and narrowly related to the performance of your official duties."

"You are entitled to all the rights and privileges guaranteed by the laws of the State of New Jersey, the Constitution of this State and the Constitution of the United States of America, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation."

"I further advise you that if you refuse to answer questions relating to the performance of your official duties, you will be subject to Departmental charges which

could result in your dismissal from employment.”

“If you do answer questions. Neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However. The statements that you make in answering these questions may be used against you in relation to subsequent Departmental disciplinary charges.”

- j) No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the following circumstances exist:
  - 1) Where the employer has probable cause to suspect that there is a job related individualized impact with respect to the specific employee being tested;
  - 2) Random Drug Testing consistent with the applicable Departmental Directive.
- k) Any disciplinary action by the Employer against the employee covered under this Agreement must be in compliance with any and all applicable laws.

2. **New Article: Mutual Recognition of Existing Obligations and Conditions**

- A. The Employer agrees to negotiate any changes which it proposes to make to the terms and conditions of employment with representatives of the Association.
- B. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, Reduce or otherwise detract from any employee’s benefits existing prior to its date.

3. **Amend Article 26 “Duration of Agreement” as follows:**

This Agreement shall take effect from **January 1, 2019**, and shall remain in full force and effect through **December 31, 2022**. **The terms of this Agreement shall remain in full force and effect until a successor agreement is negotiated.**

The Township also submitted a final offer that includes a list of issues that are at impasse. The proposals are as follows:

**The Township**

1. **Article VII – Wages**

- a. 1/1/19 1.85% across the board
- b. 1/1/20 1.95% across the board
- c. 1/1/21 2.0% across the board
- d. 1/1/22 2.0% across the board

2. **Article VII – Wages**

**Salary Steps**

Freeze existing starting salary of \$43,174.00 and implement 12-step salary guide with equal distant steps.

3. **Article XX – Insurance**

As soon as practicable after the signing of the contract prescription co-pay shall be:

<u>Retail</u>		<u>Mail Order</u>	
Generic	\$15.00	Generic	\$0.00
Brand Name	\$30.00	Brand Name	\$30.00
Formulary	\$40.00	Formulary	\$40.00

In paragraph A.4, specify “prescription corrective lenses” with a greater than +/- 0.50 Diopter power

Add following as new paragraph:

The Township will be held harmless for insurance industry related changes forced by regulatory bodies to comply.

4. Article XIV – Vacation Leave

Specify vacation leave is prorated during last year of service.

5. Article XV – Holiday Leave

Only employees who actually work on a snow day shall receive a compensatory day.

6. Article XVII – Sick Leave

1. Specify sick leave as prorated during the last year of service.

2. In paragraph B.2, delete where he may “borrow from next year’s vacation” from the existing language.

3. In E.7, delete language dealing with borrowing time. Specify in E.7 that the first 320 hours counts towards the one year’s leave.

4. Employees hired after signing of the contract will not be able to borrow sick time to cover the 320-hour requirements.

7. Article XXII -Clothing Allowance

Specify plain clothes allowance shall be limited to sports coat, tie, shirts and pants (no boots). Eliminate reference to dry cleaning for plain clothes allowance.

In respect to the issues to be decided in this case, the Township places strong emphasis on the interrelationships in contract terms among all of its bargaining units during any single bargaining cycle. It contends that when it first reaches a settlement with any one of its bargaining units, the remaining bargaining units with open contracts are subject to the acceptance of identical terms set forth in the initial agreement that it has reached. The parties disagree on the weight, if any, to be given to the Township’s position that the PBA #271

unit is compelled to accept new contract terms that the Township negotiated and settled with IAFF Local 3610. These terms are reflected in a MOA signed by the Township and IAFF negotiating teams on March 20, 2019. PBA #271 disagrees that this MOA was ratified by both parties and can serve as the framework for the terms PBA #271 must either accept voluntarily or be awarded by an interest arbitrator.

The Township represents in its post-hearing submission that the MOA was ratified by IAFF Local 3610 members on April 10, 2019 and by Mayor and Council on May 20, 2019. It also cites to email correspondence between Township labor counsel and Local 3610 labor counsel concerning a draft contract the Township forwarded to Local 3610 for its review and a draft contract containing changes Local 3610 highlighted for revision that did not include the wage portion of the MOA. PBA #271 counsel objected to the introduction of the emails without sworn testimony or documents presented that would confirm whether the MOA had been ratified. I received the email documents in order to consider and evaluate all of the evidence that could be offered on the issue of ratification. Sgt. Bal testified that he had in person communication with Local 3610 officers who told him that the MOA had not been ratified by its members. The Township objected to this testimony as hearsay. I allowed the testimony in order that it could be considered and evaluated along with all of the evidence offered on the issue of ratification. There was no documentary evidence reflecting whether the asserted ratifications actually occurred nor direct testimony

from any participant who may have actively engaged in a ratification process. In the emails submitted by the Township, Township counsel stated in a May 5, 2019 email that “pursuant to our phone conversation, any issues Local 3610 has is with language (i.e. may vs. shall), not the across the board raises.” A May 6, 2019 response by Local 1360 counsel does not address any economic or non-economic issues but represented:

“neither the MOA or the CNA have been submitted for ratification. Thus, while the membership voted to approve the forwarding of the MOA and the draft CNA for my review, there has not been a ratification. I will forward you the draft upon approval by the committee. Thereafter, it will be submitted for ratification. It is my understanding that the MOA is being circulated. However, any such circulation is premature, in the absence of ratification. It is my hope that the draft can be approved shortly by the Local committee and submitted for ratification.”

The terms presented in the Township’s final offer to PBA #271 on many major wage and benefit issues mirror the terms of the Local 3610 MOA including four contract years, wages, the freezing of the starting salary, the implementation of a new 12-step salary guide, increases in prescription co-pays, vacation leave, sick leave and holiday pay (comp time for snow day).

The Township offers argument in its post hearing submission in support of its position that the arbitrator must award the same terms for PBA #271 as those reflected in the Local 1360 MOA:

The creation of a pattern settlement within the municipality is not a new phenomenon in West Windsor. You will note in Ex. 6A, 6B, 6C and 6D for the period of January 1, 2013 through December 31,

2015, a 1.25% increase was agreed to in 2013; 1.5% in 2014; 1.75% in 2015 with all units. Also contained in all new employees going into the Direct Access Program as well as adding the Bronze Shield Program. Also, the educational incentive capping at \$4,000 and Chapter 78 contributions contained in No. 8 are identical to the firefighter settlement.

This pattern of settlement was continued in the most recent negotiations prior to the expiration of the PBA contract on December 31, 2018. All four Unions settled for the following:

1. Wages
  - 2016 1.65%
  - 2017 1.80%
  - 2018 1.95%
2. All employees will go to either Horizon Direct Access or Bronze Plan.
3. Prescription co-pays were increased to \$15.00 Generic; \$20.00 Brand Name; \$30 Preferred.
4. Three steps were added to the salary guide for new hires.

What Township counsel has noticed in negotiations is different units rushed to the forefront to settle first. For the period of 2013 through 2016 the PBA settled first. In 2016 to 2018, CWA settled first. In this round of negotiations, the firefighters settled first. Regardless of who settled first, they set the pattern for all the other groups.

Therefore, in conclusion, there is a clear pattern of internal settlements and for the arbitrator to deviate from the pattern, which has been established in negotiations by the firefighters would have tremendous detrimental impact on basic labor relations within in the Township.

The Township's contention in respect to pattern of settlement was fully argued in its post-hearing submission with emphasis placed on case law precedent:

It is well accepted amongst interest arbitrators that a pattern of settlement among other employees of the same jurisdiction is strong justification for an arbitrator to follow that pattern. County of Union, PERC No. 2003-87, 29 NJ PER 250/253 (No. 75, 2003) An internal pattern of settlement properly focuses on the terms of economic improvement offered in a given round of negotiations. See Somerset County Sheriff's Officer, FOP Lodge 39, Docket No. A-18199-06T3, 34 NJ PER 8, App. Div. 2008, County of Passaic, PERC No. 2010; County of Essex and PBA Local 175, Docket No. IA-87-45, pg. 17-18 (1989). In particular in Somerset County, the Appellate Division upheld an interest arbitration award rejecting the employer's contention that the award give too much weight to internal settlements with law enforcement units. The court noted N.J.S.A. 34:13A-16.G.2.c mandates an interest arbitrator consider evidence of those settlements between the employer and others of its negotiating unit as well as evidence of those settlements constitute a pattern quoting Union County Correction Officers, PBA Local 999 v. County of Union, 30 N.J. PER 2004. The court further recognized pattern as an "important labor relations concept as relied upon both labor and management." Arbitrator Susan Osborn in her award in Hopewell cited to the identical language in recognizing the significance of comparability. See page 74-75. Therefore, the arbitrator should give tremendous weight to internal settlement in rendering his award.

PBA #271 disagrees with the Township's reliance Local 3610 MOA for several reasons. Initially, it disputes the Township's position that the MOA has been ratified, agreed upon or binding, it points to Sgt. Bal's testimony relating a conversation he said he had with Local 3610 members who told him that a ratification vote had not been taken. The Union asserts this testimony is supported by the May email from Local 3610 counsel to the Township clearly stating that the MOA had not been submitted for ratification. PBA #271 argues:

Given the Memorandum of Agreement has not been ratified, the same is not effective and/or binding since the membership has not voted to accept it. Moreover, this email completely undermines the Township's contention that the Memorandum of Agreement has been ratified by both sides and illustrates a direct comparable wage



proposal within the Township itself. As a result, P.B.A. #271 asserts the Memorandum of Agreement should not be considered in this proceeding as it is unreliable and is contradicted by the IAFF's attorney himself.

PBA #271 also submits that even if the MOA were to be considered, it should be given no weight due to a "tradeoff" Local 3610 allegedly made adding a new Captain rank, without additional compensation, in exchange for the wages it agreed to. The Union views this as an "offset" inapplicable to police officers. It also points to the higher amounts the Township budgeted for firefighters that Local 3610 may not have pursued in order to achieve the change in rank structure. On these points, PBA #271 submits in its post-hearing submission:

In simple terms, the IAFF allegedly agreed to the nominal wage increases of the Township to achieve a resolution of a pressing dispute that the union is currently embroiled in, namely being "outranked" by volunteer firefighters at certain fire scenes. If there is truly a Memorandum of Agreement in place, the same was negotiated based off the fact that there was a clear "tradeoff" or "offset" for the wage increases. This is further evidenced by the fact that CFO Louth, during the course of her cross-examination, confirmed that the Township budgeted significant increases for fire department salaries notwithstanding the execution of the Memorandum of Agreement. (1T159:1-160:25).

Specifically, under the 2019 budget, the Township budgeted a three and one-half percent (3.5%) increase under one fire salary line item and a fourteen and eight tenths percent (14.8%) increase in another. Ibid. Together, the Township, in essence, budgeted for a total of a thirteen percent (13%) increase in fire salaries for 2019. Therefore, it is evident the IAFF "left a lot of money on the table" so to speak in order to achieve the change in rank structure.

Under these specific facts and circumstances, the IAFF Memorandum of Agreement cannot be given any meaningful weight, if any, in this proceeding. First, the agreement has not been ratified by the IAFF and, thus, is of no force and effect as of yet. Moreover, unlike the IAFF, P.B.A. #271 is not receiving any

meaningful “tradeoff” or “offset” in consideration of accepting the Township’s minimal wage proposals. This is evidenced by the fact that CFO Louth explicitly stated that only two percent (2%) across-the-board increases were budgeted for P.B.A. #271 members, as opposed to the approximately thirteen percent (13%) budgeted for fire salaries. (1T157:15-160:25). As such, the IAFF Memorandum of Agreement does not constitute a valid comparability criterion and does not enhance the viability of the Township’s wage proposals whatsoever.

The evidentiary record is broad in scope and very comprehensive in nature. Counsel for the Township and PBA #271 have offered voluminous exhibits and lengthy post-hearing briefs. The parties urge that the statutory criteria must be applied in a manner favorable to their own proposals. The arbitrator must make a reasonable determination of the issues when awarding any of the respective proposals of the parties or by maintaining the status quo. The thoroughness of the parties’ submissions and the limited time period required by law to submit this interest arbitration award does not permit an exhaustive summary of all of the evidence presented. However, each party’s submission has been thoroughly reviewed and considered when reviewing the merits of their proposals.

The statutory criteria as set forth in N.J.S.A. 34:13A-16(g) and are as follows:

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

proceedings with the wages, hours, and conditions of employment of other employees performing the same or similar services and with other employees generally:

- (a) In private employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.
  - (b) In public employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.
  - (c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with section 5 of P.L. 1995. C. 425 (C.34:13A-16.2) provided, however, each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.
- (3) The overall compensation presently received by the employees, inclusive of direct wages, salary, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.
  - (4) Stipulations of the parties.
  - (5) The lawful authority of the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by the P.L. 1976 c. 68 (C.40A:4-45 et seq.).
  - (6) The financial impact on the governing unit, its residents and taxpayers. When considering this factor in a dispute in which the public employer is a county or a municipality, the arbitrator or panel of arbitrators shall take into account to the extent that evidence is introduced, how the award will affect the municipal or county purposes element, as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element, or in the case of a county, the county purposes element, required to fund the employees' contract in the preceding local budget year with that required under the award for the current local budget

year; the impact of the award for each income sector of the property taxpayers on the local unit; the impact of the award on the ability of the governing body to (a) maintain existing local programs and services, (b) expand existing local programs and services for which public moneys have been designated by the governing body in a proposed local budget, or (c) initiate any new programs and services for which public moneys have been designated by the governing body in its proposed local budget.

- (7) The cost of living.
- (8) The continuity and stability of employment including seniority rights and such other factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours and conditions of employment through collective negotiations and collective bargaining between the parties in the public service and in private employment.
- (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).

The arbitrator must make a reasonable determination of the issues with a reasoned explanation for the award. The arbitrator must indicate what statutory factors are deemed relevant and to be given due weight and what factors, if any, are deemed to be irrelevant. The criteria also authorizes the arbitrator to consider other such factors not confined to those specifically stated which are ordinarily or traditionally considered in the determination of wages, hours and conditions of employment. [N.J.S.A. 34:13A-16(g)(8)]. Moreover, the party seeking to modify existing terms and conditions of employment has a burden to prove that there is a valid basis for the contractual change it seeks. This burden to alter the status quo must be met by providing sufficient evidentiary support. I

will not consider any proposed issue to be presumptively valid in the absence of justification supported by credible evidence. I also observe that an individual proposal may not always be considered in isolation to other elements of the award. Instead, a decision to award or deny an individual issue must include consideration as to the reasonableness of awarding that issue in relation to the overall terms of the award, especially in respect to financial issues and the totality of their financial impact on the governing body. In certain circumstances, there may be merit to the award or denial of a single issue if it were to stand alone, but a different conclusion may be reached after assessing its merits within the context of the entire award.

Each issue in dispute will be described individually in the Discussion section of this decision including an award resolving each issue. The totality of the issues awarded will be set forth in a separate Award section.

### **DISCUSSION**

At hearing, and pursuant to N.J.S.A. 34:13A-16(g)(4), the parties reached stipulations on two specific PBA #271 proposals. They were received into the record of proceeding and will be incorporated into the terms of the award. They are as follows:

### **STIPULATIONS**

1. **Amend Article 11 “Extra Work” as follows:**

Modify/revise Paragraphs E, F, and J as follows:

E. The base rate for such extra work assignments shall be as follows

Basic Security Positions ~~\$45.000 – \$50.00~~ \$60.00/hr

Traffic Assistance ~~\$60.00 – \$65.00~~ \$75.00/hr

~~All requests for service made within forty-eight (48) hours of commencement of the job. (Late Request)~~ \$65.00 – \$70.00 \$80.00/hr

Holiday \$100.00/hr.

**A late request is defined as any request for services made within forty-eight (48) hours from the commencement of the assignment. The Holiday base rate shall apply to any hours of an assignment that occur on an approved holiday. A list of approved holidays shall be agreed upon by the Township and the Association at the start of each calendar year.**

It is understood for the purpose of this article that all jobs shall be paid at a minimum of four (4) hours of compensation. All hours worked over eight (8) consecutive hours shall be paid at one and one-half (1 ½) times the base rate per hour.

F. The rate for extra duty as defined in paragraph “E” is the minimum amount an employee may earn when working extra duty. **However, nothing within this article shall prevent the Township or the Union from negotiating a higher base rate for any assignment than which is listed in paragraph “E”.**

J. Any employer who elects to cancel its request for extra work shall make proper notification any time prior to two (2) hours before the scheduled start time of the assignment without penalty. However, any notification made within two (2) hours of the scheduled start time of the assignment shall result in a minimum of four (4) hours of paid compensation to the officer(s) scheduled to the assignment. Once an extra work assignment begins, all hours scheduled

will be paid to the officer regardless of an early completion time. If an employee is required or requested to work beyond the scheduled end time of an assignment, this additional time shall be paid in thirty (30) minute increments for all or a portion of such thirty (30) minutes worked.

~~If vendor posts job for specified time (i.e., 8, 6 hours) and ends early, officers get paid posted time.~~

2. Amend Article 5 “Employee Rights” as follows:

Amend Paragraph 2 as follows, and thereafter remove the paragraph from Article 5 to Article 4:

An employee or a representative of the Association may present a grievance at Step one (1), two (2) or three (3) in the grievance process. The decision to advance a grievance to step four (4) (binding arbitration), shall lie exclusively with the Association. The decision to utilize the services of an attorney at any step within the grievance process shall be exclusive to the Association and the attorney that will be utilized shall be exclusive to the Association.

~~In the presence of a grievance, the employee shall have the right to present his or her own grievance or hire counsel to represent him or her or at the request of the employee, an Association representative or counsel hired by the Association shall represent the employee. This does not deny or restrict the right of the Association to concurrently process the grievance if the employee represents himself or he hires counsel to represent him or her.~~

Amend Paragraph 4 as follows:

Nothing in this Agreement or in Article 4 shall be construed to limit ~~or negate the right of the aggrieved party~~ the Association to pursue ~~his~~ its appellate remedies from an adverse determination.

## **WAGES AND WAGE RELATED ISSUES**

### **ARTICLE 7 (PARAGRAPH A)**

I first address the issue of wages and issues relating to wages that concern Paragraph A. These include the salary guides proposed by both parties, newly proposed language offered by PBA #271 concerning step movement upon contract expiration, the elimination of a salary guide for those hired prior to January 1, 2012, the freeze of the starting salary and the implementation of a 12-step salary guide. The remaining proposals regarding Article 7, paragraphs (B, C, D, E and F) seeking revisions to Article 7 beyond Paragraph A will be addressed thereafter.

The PBA proposes the following changes to Paragraph A:

#### **Paragraph A: Salaries/Movement on Steps**

**All Step movement shall occur on each successive anniversary date of initial hire for all Employees not at top pay. All Police Officers not at the top rate of pay shall be guaranteed an annual automatic step movement on each successive anniversary date of initial hire. This provision shall expressly survive the expiration of this agreement.**

- 1) **The salary chart for "Patrolmen and Sergeants hired PRIOR to January 1, 2012" included in the collective negotiations agreement that expired on December 31, 2018 shall be eliminated from this agreement. It is agreed amongst the parties that all officers that advanced on the aforementioned salary chart are now at top pay. Based upon the foregoing agreement, as of January 1, 2019. All officers that were at the top step of the "Patrolmen and Sergeants hired prior to January 1, 2012" salary chart shall transition over to the top step of the "Patrolmen and Sergeants hired AFTER January 1, 2012" chart which is included in the collective**



**negotiations agreement that expired on December 31, 2018. And is currently being re-negotiated.**

- 2) **Step movement for all Officers hired BEFORE January 1, 2017 shall be in accordance with the “Patrolmen and Sergeants hired AFTER January 1, 2012” chart as set forth below.**
  
- 3) **Step movement for all Officers hired AFTER January 1, 2017 shall be in accordance with the “Patrolmen and Sergeants hired AFTER January 1, 2017” chart as set forth below.**

**SALARY GUIDES**

**PATROLMEN & SERGEANTS HIRED  
AFTER JANUARY 1, 2012**

	2018	2019	2020	2021	2022
Entry Level	\$43,174	\$44,037	\$44,918	\$45,817	\$46,733
Completion of Academy	\$50,860	\$51,877	\$52,915	\$53,973	\$55,052
Beginning 2 <sup>nd</sup>	\$58,442	\$59,611	\$60,803	\$62,019	\$63,259
Beginning 3 <sup>rd</sup>	\$66,022	\$67,342	\$68,689	\$70,063	\$71,464
Beginning 4 <sup>th</sup>	\$73,603	\$75,075	\$76,577	\$78,108	\$79,670
Beginning 5 <sup>th</sup>	\$81,183	\$82,807	\$84,463	\$86,152	\$87,875
Beginning 6 <sup>th</sup>	\$88,765	\$90,540	\$92,351	\$94,198	\$96,082
Beginning 7 <sup>th</sup>	\$96,346	\$98,273	\$100,238	\$102,243	\$104,288
Beginning 8 <sup>th</sup>	\$109,640	\$114,026	\$118,587	\$123,330	\$128,263
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$126,965	\$132,044	\$137,326	\$142,819

**PATROLMEN & SERGEANTS  
HIRED AFTER JANUARY 1, 2017**

	2018	2019	2020	2021	2022
Entry Level	\$43,174	\$44,037	\$44,918	\$45,817	\$46,733
Completion of Academy	\$49,026	\$50,007	\$51,007	\$52,027	\$53,068
Beginning 2 <sup>nd</sup>	\$54,877	\$55,975	\$57,094	\$58,236	\$59,401
Beginning 3 <sup>rd</sup>	\$60,729	\$61,944	\$63,182	\$64,446	\$65,735
Beginning 4 <sup>th</sup>	\$66,581	\$67,913	\$69,271	\$70,656	\$72,069
Beginning 5 <sup>th</sup>	\$72,433	\$73,882	\$75,359	\$76,866	\$78,403
Beginning 6 <sup>th</sup>	\$78,284	\$79,850	\$81,447	\$83,076	\$84,738
Beginning 7 <sup>th</sup>	\$84,136	\$85,819	\$87,535	\$89,286	\$91,072
Beginning 8 <sup>th</sup>	\$89,988	\$91,788	\$93,624	\$95,496	\$97,406
Beginning 9 <sup>th</sup>	\$95,840	\$97,757	\$99,712	\$101,706	\$103,740
Beginning 10 <sup>th</sup>	\$101,691	\$103,725	\$105,799	\$107,915	\$110,073
Beginning 11 <sup>th</sup>	\$109,640	\$114,026	\$118,587	\$123,330	\$128,263
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$126,965	\$132,044	\$137,326	\$142,819

While not expressly stated above, the schedules propose 2% increases annually at each step other than at top step, 4% increases annually for patrolman at top step and for the rank of sergeant and annual step increases for those not at top step. The salary guide for those hired prior to January 1, 2012 would be eliminated as being antiquated due to all officers in that category having reached top step.

The Township proposes the following changes to Paragraph A. Its proposal includes annual across the board percentage increases of 1.85%, 1.95%, 2.0% and 2.0% except at entry level, step increases for those officers not at top step, a freeze in the entry level salary in all four years and the implementation of a 12 step salary guide that adds one step for patrolmen and sergeants hired after January 1, 2017. The proposed salary guides implicitly recognize that the salary guide for those hired prior to January 1, 2012 is no longer necessary and need not be continued. The proposed guides are:

**WEST WINDSOR TOWNSHIP  
SALARY GUIDES**

**PATROLMEN & SERGEANTS HIRED  
BEFORE JANUARY 1, 2017**

	<b>2018</b>	<b>2019 1.85%</b>	<b>2020 1.95%</b>	<b>2021 2.00%</b>	<b>2022 2.00%</b>
Entry Level	\$43,174	\$43,174	\$43,174	\$43,174	\$43,174
Completion of Academy	\$50,860	\$51,801	\$52,811	\$53,967	\$54,946
Beginning 2 <sup>nd</sup>	\$58,442	\$59,523	\$60,684	\$61,898	\$63,136
Beginning 3 <sup>rd</sup>	\$66,022	\$67,243	\$68,555	\$69,926	\$71,324
Beginning 4 <sup>th</sup>	\$73,603	\$74,965	\$76,426	\$77,955	\$79,514
Beginning 5 <sup>th</sup>	\$81,183	\$82,685	\$84,297	\$85,983	\$87,703
Beginning 6 <sup>th</sup>	\$88,765	\$90,407	\$92,170	\$94,013	\$96,804

Beginning 7 <sup>th</sup>	\$96,346	\$98,128	\$100,042	\$102,043	\$104,084
Beginning 8 <sup>th</sup>	\$109,640	\$111,668	\$113,846	\$116,123	\$118,445
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$124,341	\$126,765	\$129,300	\$131,866

**PATROLMEN & SERGEANTS HIRED AFTER JANUARY 1, 2017**

	<b>2018</b>	<b>2019 1.85%</b>	<b>2020 1.95%</b>	<b>2021 2.00%</b>	<b>2022 2.00%</b>
Entry Level	\$43,174	\$43,174	\$43,174	\$43,174	\$43,174
Completion of Academy	\$49,026	\$49,933	\$50,907	\$51,925	\$52,963
Beginning 2 <sup>nd</sup>	\$54,877	\$55,892	\$56,982	\$58,122	\$59,284
Beginning 3 <sup>rd</sup>	\$60,729	\$61,852	\$63,059	\$64,320	\$65,606
Beginning 4 <sup>th</sup>	\$66,581	\$67,813	\$69,135	\$70,518	\$71,928
Beginning 5 <sup>th</sup>	\$72,433	\$73,773	\$75,212	\$76,716	\$78,250
Beginning 6 <sup>th</sup>	\$78,284	\$79,732	\$81,287	\$82,913	\$84,571
Beginning 7 <sup>th</sup>	\$84,136	\$85,693	\$87,364	\$89,111	\$90,893
Beginning 8 <sup>th</sup>	\$89,988	\$91,653	\$93,440	\$95,309	\$97,215
Beginning 9 <sup>th</sup>	\$95,840	\$97,613	\$99,516	\$101,507	\$103,537
Beginning 10 <sup>th</sup>	\$101,691	\$103,613	\$105,592	\$107,704	\$109,858
Beginning 11 <sup>th</sup>	\$109,640	\$111,668	\$113,846	\$116,123	\$118,445
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$124,341	\$126,765	\$129,300	\$131,886

A review of the respective salary proposals must first consider the Township's contention alleging the existence of a pattern of settlement that compels the awarding of its wage proposal to PBA #271. In this regard, it does not view its salary proposal as a strategic one to be compromised by a more costly award but rather an end point concluding with salary increases that directly parallel the terms of the MOA it negotiated with IAFF Local 3610.

I note that there is PERC and judicial precedent that has addressed the issue of settlement pattern. The precedent states that pattern initially flows from the application of N.J.S.A. 34:13A-16(g)(2)(c). This requires, when relevant, consideration of internal comparability evidence. PERC has held that N.J.S.A.

34:13A-16(g)(2)(c) requires the arbitrator to compare wages of employees within the same jurisdiction of the public employer, evidence of settlements within an employer's other negotiations units and whether that evidence constitutes a pattern of settlement with its terms applied to a bargaining unit that has not reached settlement. When this issue is raised, precedent requires the arbitrator to make an explicit finding as to whether a settlement pattern exists. In the event there is a proven settlement pattern, the arbitrator must determine the weight to be given to the evidence and explain the reasons for deciding that there should be adherence or non-adherence to the settlement pattern.

In the instant matter, 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. Here, the Township relies on a single MOA with Local 3610 as the trigger for the presence of a pattern that other units must follow. At time of hearing, no other units reached an MOA or a contract with the Township. However, the Township's argument on pattern is that prior contracts reflect terms for all contracts that follow the terms negotiated initially by one of its bargaining units. It cites to the past two multi-year contracts ending on

December 31, 2019 as having uniformity on wages with all of its bargaining units following the terms of the one lead settlement. This is said to be evidence of prior patterns of settlement to be followed in this instance due to the March 19, 2019 MOA the Township reached with Local 3610. The parties' conflicting positions as to whether the MOA has created a pattern in this instance have previously been set forth on pages 20-25 and need not be restated here.

In this instance, I do not find evidence of a pattern of settlement even assuming, without deciding, that one settlement with one unit can constitute a pattern that governs terms for all of the other units. The Local 3610 MOA did not evolve into an executed labor contract nor, on this record, can it be found that it has been ratified by both the membership of Local 3610 and the governing body. There is insufficient credible evidence to support the Township's contention that a lawful ratification of the Local 3610 MOA has occurred approving its terms. This conclusion is derived from the summary of evidence previously set forth in this record. These observations, however, do not render the terms of the MOA irrelevant. The MOA is relevant to the extent that it is evidence reflecting that the negotiating teams of Local 3610 and the Township conducted extensive negotiations, came to a tentative agreement on wages and other terms resulting in the terms being signed off by both parties into a March 19, 2019 Memorandum of Agreement. Moreover, there is no evidence that the MOA has been rejected, nor in any way abandoned as the basis for implementation of its terms. Under these circumstances, the MOA will be considered as evidence of internal

comparability with appropriate weight to be accorded to the document in conjunction with all other relevant evidence that concerns the application of the statutory criteria.

The Township and PBA #217 have offered extensive evidence implicating the statutory criteria beyond internal comparability. I find all of the criteria to be relevant and I have reviewed all of the evidence the parties have submitted that implicate all of the criteria on the wage issues as well as the other disputed issues.

I find the interests and welfare of the public [N.J.S.A. 34:13A-16(g)(1)] to be the criterion entitled to the greatest weight. An award must be in line with this criterion. An award that ignores the interests and welfare of the public or subordinates these interests to other considerations would tend to undermine the intent and purpose of the Act itself. But this criterion does not stand alone. It interrelates with the remaining criteria set forth in N.J.S.A. 34:13A-16(g)(2) through (9).

The interests and welfare of the public criterion expressly and implicitly dictates that an award cannot conflict with the lawful authority of the employer. This is expressly stated in N.J.S.A. 34:13A-16(g)(5) and referred to in N.J.S.A. 34:13A-16(g)(1). These statutory limitations or restrictions primarily concern the Township's obligation to limit the appropriation of funds in its budget to a cap

amount and to raise revenues through its tax levy in amounts that must fall within the caps set forth in P.L. 1976, c. 68. [C.40A:4-45.1 et. Seq.) and Section 10 of P.L. 2007, c. 62 [C.40A:4-45.45]. Another criterion [N.J.S.A. 34:13A-16(g)(6)] also concerns the Township's finances and specifically, the financial impact of an award on the governing unit, its residents and taxpayers. This criterion is related to, but separate from, the statutory limitations and restrictions on appropriations and taxation. It requires consideration of whether the costs of the award, even if they fall within the Township's financial constraints set by law, can be implemented without adverse impact on the Township's budget and taxpayers. As such, this criterion, as well as those that concern statutory limitations and restrictions, fall within the interests and welfare of the public criterion.

The remaining criteria concern comparability including private sector comparisons [N.J.S.A. 34:13A-16(g)(2)(a)], public sector comparisons in general [N.J.S.A. 34:13A-16(g)(2)(b)] and, within the aforementioned N.J.S.A. 34:13A-16(g)(2)(c), comparisons with public employees in external jurisdictions that are similar to the Township and especially in law enforcement. It is noted that the Township and PBA #271 sharply disagree on what the similar comparable jurisdictions are and the significance of the terms of voluntary settlements and arbitration awards in those jurisdictions. Additionally, the statutory criteria requires consideration of the "cost of living" [N.J.S.A. 34:13A-16(g)(7)], the overall compensation presently received by unit employees [N.J.S.A. 34:13A-

16(g)(3)], and the continuity and stability of employment for unit employees [N.J.S.A. 34:13A-16(g)(8)].

The final offers of each party on wages rely heavily, but not exclusively, on a narrow scope of evidence. As indicated, the Township emphasizes the terms of its MOA with Local 3610 that it contends are dispositive. The Township also emphasizes a recently decided interest arbitration award involving Hopewell Township (June 5, 2019).<sup>2</sup> It asserts that Hopewell, a nearby Mercer County municipality, is a strong comparable to West Windsor and the terms of that award, unlike the PBA's final offer, are consistent with the terms it has offered here. In its post-hearing submission PBA counsel represented that the Union in Hopewell intends to file an appeal of the Hopewell Award to the NJ PERC. PBA #271 emphasizes the significance of a voluntary settlement achieved between the Township of South Brunswick and PBA Local 266 and that it has designed its final offer consistent with that settlement which it urges must be awarded in West Windsor:

Perhaps the most apt comparison to demonstrate that P.B.A. #271's wage proposal must be awarded is the current collective negotiations agreement achieved between the Township of South Brunswick and P.B.A. Local 166, the collective negotiations representative of the Township of South Brunswick's Police Officers. As indicated by Sergeant Bal, P.B.A. #271's wage proposal was developed in direct response to the wage increases provided to P.B.A. Local 166. (1T24:16-23). To this end, South Brunswick Township is a mere three (3) miles away from West

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<sup>2</sup> The Hopewell Township Award was for three contract years, 2019, 2020 and 2021. The salary award was 2.2% across the board plus steps in 2019, 2% at top step only of the salary schedule in 2020 plus steps and 1.8% across the board in 2021 plus steps. The starting salary was frozen at \$50,562 and an additional step to the salary schedule was added in 2020.



Windsor and they [both Townships] share patrol of the very busy, developed, and industrialized Route 1 corridor. (1T25:2-22).

In a Memorandum of Agreement dated November 21, 2018, the Township of South Brunswick and P.B.A. Local 166 agreed to a successor collective negotiations agreement effective from January 1, 2019 through December 31, 2022, the exact contract duration sought in these proceedings. Regarding wage increases, the parties agreed that the top step and/or maximum rate for Police Officers would be increased as follows:

- Effective 1/1/2019 – 4.0%;
- Effective 1/1/2020 – 4.0%;
- Effective 1/1/2021 – 4.0%;
- Effective 1/1/2022 – 4.0%

Moreover, the parties agreed to increase all other steps on the salary guide by two percent (2.0%) each year of the four (4) year agreement. Like the top step increases, these increases would also become effective on January 1<sup>st</sup> of each year of the agreement. Further, as will be discussed later in the section, the parties also agreed to reduce healthcare contributions to the “Tier 2” level required under Chapter 78, P.L. 2011.

In simple terms, P.B.A. #271’s wage proposal was directly predicated on and based off the exact wage increases provided to P.B.A. Local 166. Given P.B.A. #271 and P.B.A. Local 166 perform the same job functions as well as patrol some of the same roads in Townships within very close proximity of one another, an award of P.B.A. #271’s wage proposal, and its healthcare proposal for that matter, is fully justified from a comparability standpoint.

The parties introduced substantial evidence concerning the Township’s finances. Testimony from PBA expert witness Dr. Caprio and the Township’s Chief Financial Officer Joanne Louth was highly credible, their financial exhibits very detailed and without significant challenge as to accuracy as to the Township’s finances and budget documents. Each presented cost outs of the

wage proposals. The following information was developed by Ms. Louth depicting the projected cost of each party's final offer in both dollars and percentages over and above the \$4,365,051 that was spent on police salaries in 2018, the last contract year:

### **Township Proposal**

Annual step movement, 1.85% ATB – 2019, 1.95% ATB – 2020, 2.0% ATB – 2021, 2.0% ATB – 2022.

Contract Year	Total Salary	Dollar Increase Inclusive of Steps	% Increase Inclusive of Steps
2019	\$4,606,581	\$241,530	5.53%
2020	\$4,851,436	\$244,869	5.61%
2021	\$5,046,569	\$195,132	4.47%
2022	\$5,234,957	\$188,388	4.32%
Total	--	\$869,920	19.93%

### **PBA Proposal**

Annual step movement, 2% ATB annually at each step other than top step, 4% ATB annually at top step.

Contract Year	Total Salary	Dollar Increase Inclusive of Steps	% Increase Inclusive of Steps
2019	\$4,675,765	\$310,713	7.12%
2020	\$5,012,761	\$337,010	7.72%
2021	\$5,303,864	\$291,102	6.67%
2022	\$5,606,458	\$302,594	6.93%
Total	--	\$1,241,421	28.44%

The PBA offers a cost out analysis that differs from the Township. Unlike the Township that uses a December 31, 2018 base of \$4,365,051, the PBA uses

a document from PFRS that reports what the Township paid to PFRS for the four quarters preceding December 31, 2018. Dr. Caprio's chart prorates step movement and longevity increases based on what would actually be spent during each calendar year. He concludes that the cost of the PBA proposal of 4% at top step, 2% at each step below top step, annual step movement and longevity increases equates to 4.6%, 4.9%, 5.2% and 5.5% for an average increase of 4.84%. Dr. Caprio acknowledged that his opinion on financial impact to the Township did not take into account the PBA's proposal to eliminate the existing three longevity schedules and implement one new schedule based on percentages instead of dollars, to base the work year on 2080 hours rather than actual number of hours worked, increases in night differential, increases in detective stipends, increases in educational stipends, additional vacation time, additional personal time, increase in physical fitness allowance, increase in the detective clothing allowance or the cost to the Township of halving employee contributions to health insurance by lowering contributions from Tier 4 to Tier 2.

The PBA urges the adoption of its wage proposal for reasons that extend beyond achieving the exact wage increases achieved by PBA Local 166 in South Brunswick or the availability to Township funds to pay. It contends that unit members suffered during the last contract by receiving wage increases only at top step. Although civilian bargaining units in West Windsor received the same percentage increases, the PBA asserts that their increases were across the board increases compared to the step movement and top step only increases

received by PBA #271. The Union cites to the presentation of Dr. Caprio and his opinion that the Township has the ability to pay its final economic offer without interfering with its statutory limitations and restrictions and without any detrimental financial impact on the Township, its residents or taxpayers. Dr. Caprio cited several areas of the Township's budget that supported his opinion. These include the presence of annual revenues that annually exceed the amount budgeted by an average of \$400,000, its ability to continue to receive state aid, consistent and predictable revenues from shared service agreements, excess collections from delinquent taxes, the receipt of property tax revenues well in excess of what the Township has budgeted and the Township's consistent ability to reconstitute and replenish fund balances. Dr. Caprio further noted that the Township's budget was not restricted by the Property Tax Levy Cap and that it has consistently budgeted below its Appropriations Cap. In respect to the cost of living, the PBA acknowledges that it has risen less than 2% annually over the past three years but the arbitrator must consider the reductions in take home pay its unit members have suffered due to the legislatively mandated healthcare contributions in Chapter 78. The PBA further contends that an award of the Township's wage proposal rather than its own would negatively impact on the continuity and stability of employment due to more favorable wage increases being received by other municipal law enforcement units.

The Township disagrees and contends that its final offer is far more reasonable and should be awarded after application of all relevant statutory

criteria. It points to a July 11, 2018 private sector wage change report showing private sector wage increases in New Jersey of 1.2% from 2016 to 2017 while also noting a decrease in private sector wages in Mercer County of 0.2%. The report reflects similar results in public sector wages in New Jersey showing a 1.9% increase in local government wages. The Township further notes that the 2018 maximum patrolman officer salary of \$109,640 in West Windsor ranks fifth among the eleven municipalities in Mercer County and that the maximum salary exceeds the average maximum salary of \$104,431 by 5% or \$5,209. The Township cites liberally from the recent interest arbitration award in Hopewell Township where wage increases of 2.2%, 2.0% and 1.8% were awarded at top step with officers within the salary schedules only receiving the across the board increases in the first and second years of that agreement, unlike in West Windsor where the Township has proposed across the board increases and steps in all contract years. The Township also points to the CPI Index from which it argues the reasonableness of the wage offer it has made to the PBA. It asserts that between 2013 and 2018, the CPI averaged a 1.23% increase while the PBA received increases averaging 1.65%. The Township summarizes all of the compensation and benefits currently received and submits that its proposal will leave them substantially intact while providing substantial wage increases.

Based on record evidence, and for the reasons that follow, I find that the Township's offer is more in line with the application of the statutory criteria, although I also find that some variation in its wage proposal is warranted and

should be awarded. I award across the board increases at each step of the salary schedule of 2% in 2019, 2% in 2020, 2.25% in 2021 and 2.25% in 2022 with officers eligible for step movement receiving annual step movement in the same manner in which step movement increases have been received in the past after having achieved an additional year of service. I award the elimination of the salary schedule for unit members hired prior to 2012 as it is unnecessary to continue its including going forward. Because all officers subject to that schedule have achieved top step pay they will be placed at the top step of the current salary schedule for unit members hired after January 1, 2012. I do not award a four year freeze in entry level salary as proposed by the Township based on the approximate \$7,000 difference in starting salaries between West Windsor and Hopewell. I do award the Township's proposal to add an additional step to the schedule for unit members hired after January 1, 2017. This revision to the salary schedule shall be effective January 1, 2020. The new Beginning 12<sup>th</sup> Year step shall be the new top step salary replacing the Beginning 11<sup>th</sup> Year step with the new Beginning 11<sup>th</sup> Year step calculated equidistant to the newly revised Beginning 10<sup>th</sup> Year step and the newly created top step at the Beginning 12<sup>th</sup> Year level. I do not award PBA #271's proposal adding language concerning step movement upon contract expiration.

In reaching the above conclusions, I am persuaded that the awarded terms are consistent with the interests and welfare of the public. [N.J.S.A. 34:13A-16(g)(1)]. In respect to comparability evidence, I am persuaded that the

wage terms of the Hopewell Township award and wage terms of the Local 3610 MOA are entitled to the greatest weight when fashioning the wage award with some, but lesser weight, accorded to the more generous voluntary settlement in South Brunswick. I find the comparisons with the Township and between similarly situated municipalities within Mercer County to be stronger evidence of comparison than a single voluntary agreement between one law enforcement unit and municipality outside of Mercer County where West Windsor is located. There is no evidence that settlements and terms in West Windsor have in the past been based on the terms of settlement in South Brunswick rather than having been reasonably consistent with terms negotiated within the Township. The wage terms will not cause the Township to exceed its limitations as to budgetary appropriations nor cause the imposition of tax revenues that exceed the limitations in the Tax Levy Cap. [N.J.S.A. 34:13A-16(g)(5) and (6)]. The Award, at 0.7% above the Township's final offer or an average of 0.175%, or approximately \$31,000 over four years, will not cause adverse financial impact on the Township, its residents and taxpayers. [N.J.S.A. 34:13A-16(g)(6)]. This is established by the testimony of Dr. Caprio and Ms. Louth but the availability of funds is not evidence that solely controls the terms of wage increases. I have also given due weight to the overall compensation and benefits presently received and find the wage award will maintain the level of comparability in compensation with other police departments in Mercer County [N.J.S.A. 34:13A-16(g)(3)] and continue overall compensation and benefits at recommended levels. The present rank of 5<sup>th</sup> will be maintained based on salaries currently

received in Mercer County. In Hopewell Township, now ranked 6<sup>th</sup> in the County, the recent interest arbitration award resulted in a top step salary increase from \$109,567 in 2018 to \$116,273 in 2021 compared to the \$109,640 in West Windsor in 2018 that will increase in 2021 to \$116,634. An additional 2.25% in 2022, a contract year not awarded in Hopewell, will yield top step pay in West Windsor of \$119,258 and it cannot be determined what the 2022 relationship between these two towns will be at that time. The increase of almost \$10,000 in top step pay and over \$10,000 in sergeant pay, with step movement and annual across the board increases at each step will provide for the continuity and stability of employment of West Windsor police officers. [N.J.S.A. 34:13A-16(g)(8)]. The receipt of annual steps plus across the board increases will enable those officers not at top step to receive substantial increases and rise towards the top step salary over the course of contract duration. By way of example, an officer at the Beginning 6<sup>th</sup> year step in 2018 at \$78,284 will move to \$110,613 during 2022, the fourth year of the agreement. The additional step for employees hired after January 1, 2017 is consistent with the modified salary schedule awarded in Hopewell and with a general trend reflected in PERC's published awards and settlements in law enforcement contracts.

The revised salary schedules under the award are as follows:



**PATROLMEN & SERGEANTS HIRED**  
**AFTER JANUARY 1, 2012**

	<b>2018</b>	<b>2019 2.0%</b>	<b>2020 2.0%</b>	<b>2021 2.25%</b>	<b>2022 2.25%</b>
Entry Level	\$43,174	\$44,037	\$44,918	\$45,928	\$46,962
Completion of Academy	\$50,860	\$51,877	\$52,914	\$54,105	\$55,322
Beginning 2 <sup>nd</sup>	\$58,442	\$59,610	\$60,803	\$62,171	\$63,569
Beginning 3 <sup>rd</sup>	\$66,022	\$67,342	\$68,689	\$70,234	\$71,815
Beginning 4 <sup>th</sup>	\$73,603	\$75,075	\$76,576	\$78,299	\$80,061
Beginning 5 <sup>th</sup>	\$81,183	\$82,806	\$84,462	\$86,363	\$88,306
Beginning 6 <sup>th</sup>	\$88,765	\$90,540	\$92,351	\$94,429	\$96,553
Beginning 7 <sup>th</sup>	\$96,346	\$98,272	\$100,238	\$102,493	\$104,799
Beginning 8 <sup>th</sup>	\$109,640	\$111,832	\$114,068	\$116,635	\$119,259
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$124,523	\$127,014	\$129,871	\$132,794

**PATROLMEN & SERGEANTS**  
**HIRED AFTER JANUARY 1, 2017**

	<b>2018</b>	<b>2019 2.0%</b>	<b>2020 2.0%</b>	<b>2021 2.25%</b>	<b>2022 2.25%</b>
Entry Level	\$43,174	\$44,037	\$44,918	\$45,928	\$46,962
Completion of Academy	\$49,026	\$50,006	\$51,006	\$52,154	\$53,327
Beginning 2 <sup>nd</sup>	\$54,877	\$55,974	\$57,094	\$58,378	\$59,692
Beginning 3 <sup>rd</sup>	\$60,729	\$61,943	\$63,182	\$64,604	\$66,057
Beginning 4 <sup>th</sup>	\$66,581	\$67,912	\$69,270	\$70,829	\$72,423
Beginning 5 <sup>th</sup>	\$72,433	\$73,881	\$75,359	\$77,054	\$78,788
Beginning 6 <sup>th</sup>	\$78,284	\$79,849	\$81,446	\$83,279	\$85,153
Beginning 7 <sup>th</sup>	\$84,136	\$85,818	\$87,535	\$89,504	\$91,518
Beginning 8 <sup>th</sup>	\$89,988	\$91,787	\$93,623	\$95,730	\$97,883
Beginning 9 <sup>th</sup>	\$95,840	\$97,756	\$99,711	\$101,955	\$104,249
Beginning 10 <sup>th</sup>	\$101,691	\$103,724	\$105,799	\$108,179	\$110,613
Beginning 11 <sup>th</sup>	\$109,640	\$111,832	\$109,933	\$112,407	\$114,936
Beginning 12 <sup>th</sup>	--	--	\$114,068	\$116,635	\$119,259
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$124,523	\$127,014	\$129,871	\$132,794

I find that the increases awarded to the salary schedule represent a reasonable determination of the wage issue and are not dependent upon resolving any differences as to cost calculations submitted by the parties.

I have not awarded PBA #271's proposal seeking to add language concerning step movement upon contract expiration. This proposal seeks to clarify and ensure the automatic payment of steps upon contract expiration based on guidance from the New Jersey Supreme Court that the parties would be wise to negotiate language over whether a salary guide will continue beyond contract expiration. The parties have done so here but do not agree on the PBA's proposal or the meaning of existing language. I note that employees eligible for step movement in 2019 received their steps apparently pursuant to language in the salary schedule stating that a salary step is achieved upon entering the beginning of an additional year of service. I do not award additional language in the absence of any present contract interpretation that step movement is not required after contract expiration. I express no opinion on the issue in the hypothetical, absent a full record developed in the event of a future dispute.

#### **ARTICLE 7 – WAGES (PARAGRAPHS D, E, AND F)**

The PBA also proposes changes to Article 7, Paragraphs D and E and the addition of a new Paragraph F.

The change to Paragraph D would require employees to be paid for 2,080 work hours per year under all circumstances. Chief Financial Officer Louth offered testimony in opposition to the proposal and explained the manner in which the number of hours relate to the distribution of an officer's annual pay.

She testified that where there is an extra day, salaries are disbursed by 2,088 hours and that during the 32 years she has worked for the Township, officers have received pay and have been paid the amount that is in their contract. Sgt. Bal testified that he was not in a position to speak on the technical aspects of the proposal. In the absence of any evidence that officers do not receive the annual pay required by the Agreement, I do not award any change to the status quo. For similar reasons, I do not award the changes the PBA proposals to Paragraph E. I find that in either instance, the PBA has not met its burden to justify a change in the existing contract terms.

In Paragraph F, the PBA would propose a new benefit providing a night differential in the amount of 4% of an officer's base pay. The Township objects to the proposal. It cites that the proposal is \$51,861 or an additional 1.17%. It also notes that the Mercer County municipalities of Union, Hamilton, Hightstown, Hopewell, Lawrence, Pennington, Princeton and Robbinsville do not provide a night differential. In light of the cost of this proposal and the absence of the night differential in surrounding communities other than the City of Trenton which provides \$600 payment, I find there is insufficient evidence to support the awarding of the proposal.

## ARTICLE 12 – OUT-OF-CLASS ASSIGNMENTS

The Agreement, at Article 12, currently addresses the issue of rate of pay if and when a patrolman is required to assume the duties of a patrol sergeant. It states:

In the event that a patrolman is required to assume the duties of a patrol sergeant, for a period of two (2) consecutive working days or more, said patrolman shall be compensated with first year patrol sergeants rate of pay upon completion of the 2<sup>nd</sup> day. In all cases, rate of pay will be retroactive to the first day of assumption of said duties.

A patrolman who is required to assume the duties of a patrol sergeant during a weekend or holiday shall be compensated with first year patrol sergeants rate of pay upon the completion of one day. For the purposes of this section, weekends will be defined as the shift beginning 5:00 AM Saturday through 5:00 AM Monday. Holidays will be defined as the shift beginning 5:00 AM to the holiday through 5:00 AM on the subsequent day.

The PBA has proposed an amendment to Article 12. Its proposal would delete the existing two (2) paragraphs of this Article in their entirety and replace them with the following:

**In the event that a patrol officer is required to assume the duties of a Patrol Sergeant. The employee that assumes the duties in an acting capacity shall be paid at the first (1<sup>st</sup>) year Patrol Sergeant's rate of pay beginning on the first (1<sup>st</sup>) hour of the first (1<sup>st</sup>) calendar day he/she is so assigned in an acting capacity. Payment at the first (1<sup>st</sup>) year Patrol Sergeant's rate of pay shall be continuous until the employee is no longer performing the duties that are outside of his or her title of employment.**

The Township objects to the proposal and asserts that it will have significant financial impact on the Township. It bases its view on records

reflecting that for a two month period in November and December of 2018, there were 177 hours of work performed by a patrol officer when assuming the duties of a patrol sergeant.

PBA #271 offered testimony from Sgt. Bal in support of its proposal. He described that a sergeant in charge of the patrol unit is in charge of any call for service that is made. They correct reports, make phone calls, speak with the prosecutor's office if needed and, in general, have responsibility to ensure that patrol officers properly perform their duties. This, in his view, dictates that the officer should be compensated from the starting point that he assumes a sergeant's responsibility.

I find that PBA #271 has met its burden to amend Article 12 and I award its proposal as modified below. In order to receive out-of-Assignment pay, the officer is required to assume the duties of a patrol sergeant to qualify. While functioning as a sergeant the officer is responsible for the work performed by patrol officers and is held to the standard of performance the Township requires of a sergeant. As such, PBA #271 has established that the patrol officer should be compensated as a sergeant for a period of time that is less than after the completion of the two consecutive days of work now required before receiving the increase in pay for the higher duties assumed. However, I award a reduction in the time required to receive the rate of pay upon the completion of one (1) full

workday. The assumption of the duties for less than the completion of one full workday shall not qualify. The award shall read:

In the event that a patrolman is required to assume the duties of a patrol sergeant, for a period of one (1) full workday or more, said patrolman shall be compensated with first year patrol sergeants rate of pay upon completion of the first full workday. In all cases, rate of pay will be retroactive to the first day of assumption of said duties. The assumption of duties for less than a full workday shall not qualify for out of class assignment.

### **ARTICLE 5 – EMPLOYEE RIGHTS**

The Agreement currently includes a provision concerning Employee Rights. The four sections to the provision primarily concern grievance processing and procedural rights. PBA #271 has proposed to add a new paragraph 5 which would include very specific and detailed procedural rights to police officers in the event they come under interrogation and/or investigation for actions taken in connection with their employment. The proposal is fully set forth in its final offer. PBA #271 cites various law enforcement agreements in Mercer County that include a similar type of provision, including East Windsor Township, Ewing Township, Hamilton Township, Hightstown Borough, Lawrence Township, Pennington Borough and the City of Trenton. Testimony in support of the proposal was offered by Sgt. Bal. he testified that the objective of the proposal is “to make unit members aware of their rights under the laws and provide them with protection.” He acknowledged that the language in the proposal are provisions found in the Attorney General’s Guidelines on Internal Affairs Policy and a restatement of those rights in the contract will give proper notice. The

Township does not voice substantive objection to the proposal but questions the appropriateness of including the lengthy language proposed that is already covered under law.

The presentation of PBA #271 on this issue justifies the inclusion of a new section 5 to Article 5 that would make mention to the legal rights afforded to its members during interrogations and investigations and provide notice. However, I do not find that this objective needs to be accomplished by incorporating the very lengthy provisions that are currently afforded to unit members under the New Jersey Attorney General Guidelines for Internal Affairs Policy and Procedure. While I acknowledge that the proposal merely seeks to have an express codification of those protections, I am mindful that such policies and procedures can undergo periodic revision. Upon any such revision, the language proposed by PBA #271 could become outdated and inconsistent with any revised language that could be promulgated by the Attorney General in the future. Accordingly, in place of the language proposed by PBA #271, I award the following:

PBA #271 unit members shall be afforded all rights and protections set forth in New Jersey Attorney General Guidelines for Internal Affairs Policy and Procedure. Within forty-five (45) days of this award, the Township shall provide unit members copies of the Policy and Procedure and provide written notice to unit members of any revisions to the Policy and Procedure as soon as reasonably practicable after their promulgation.

## ARTICLE 22 – UNIFORMS

The Agreement currently includes a provision concerning uniforms. It states:

- A. Each employee shall be furnished with all required items of the standard police uniform as needed, including but not limited to, badge, gun, ammunition and shoes.
- B. The Township shall provide for dry cleaning of all Township issued uniforms. This service shall include maintenance of the uniform in good repair.
- C. The Chief shall determine whether or not the uniform is in need of repair or replacement.
- D. Effective January 1, 2008, the Township shall pay each employee who uses plain clothes up to \$850.00 (effective January 1, 2017 - \$1,000) for initial issue on appointment to the position wherein he/she uses plain clothes. The first such \$850.00 (\$1,000.00 after January 1, 2017) clothing allowance shall be prorated for the period from the date of appointment to the end of the first year of such service to allow thereafter a regular annual payment on a calendar year basis. The employee shall submit signed receipts to the Chief for approval of all purchases. The Township shall provide for dry cleaning and maintenance of all plain clothes used by employees covered under this paragraph.
- E. The Township agrees to provide for the reconditioning and/or replacement of bullet-proof vests. The Township agrees to replace them as needed, pursuant to manufacturer recommendations.

PBA #271 proposes to amend paragraph D of Article 22 as follows:

Effective January 1, ~~2008~~ **2019**, the Township shall pay each employee who uses plain clothes up to ~~(\$850.00) (effective January 1, 2017 - \$1,000.00)~~ one thousand two hundred (\$1,200.00) for initial issue on appointment to the position wherein he/she uses plain clothes. ~~The first such \$850.00 (\$1,000.00~~



~~after January 1, 2017) clothing allowance shall be prorated for the period from the date of appointment to the end of the first year of such service to allow thereafter a regular annual payment on a calendar year basis.~~ The employee shall submit signed receipts to the Chief for approval of all purchases. The Township shall provide for dry cleaning and maintenance of all plain clothes used by employees covered under this paragraph.

According to PBA #271, the proposed increase is “modest” and consistent with increases in cost of living and therefore consistent with the intent of providing the benefit for unit members who are required to use plain clothes. The PBA also asserts that its proposal is supported by comparability data. Its specific citation is to Princeton Borough who provides an allowance of \$1,900. It also contends that the elimination of the proration requirement is appropriate as it adversely impacts a patrol officer who gets assigned to the Detective Bureau during the course of a calendar year.

The Township seeks the denial of the proposal. It cites the additional cost of \$200 per officer as yielding an additional \$1,800 per year, a cost that would continue through 2020-2021 and thereafter.

I find that PBA #271 has established a basis for an increase in the plain clothes allowance but not to the extent of the increase that it has proposed. I award a \$100 increase in the allowance, modifying it to \$1,100 effective January 1, 2020. The additional annual cost to the Township will be \$900. I do not award the portion of the proposal that would remove the language concerning proration for the first such clothing allowance payment. There is no record evidence

reflecting that the existing language has created any inequities for any officers who have been appointed to a position that requires the use of plain clothes.

The Township has proposed to add language specifying that the plain clothes allowance be limited to sports coat, tie, shirts and pants (no boots) and to eliminate reference to dry cleaning for the plain clothes allowance. I do not award this proposal in the absence of sufficient evidence justifying the change the Township seeks.

**REPLACEMENT PROGRAM FOR EQUIPMENT  
AND UNIFORMS (NEW ARTICLE)**

PBA #271 proposes a new article be included in the agreement entitled Replacement Program for Equipment and Uniforms. The new article would have two paragraphs as follows:

- A. **All cleaning, maintenance and repair of uniforms and equipment shall be supplied by the Township at no expense to the Employee.**
  
- B. **The Township agrees that emergency replacement may be authorized by the Chief of Police. For personal equipment and articles of clothing damaged during the performance of duty during an emergency or assigned duty at any time during the year.**

According to PBA #271, its proposed language would make the Township responsible for the cleaning, maintenance and repair of all uniforms and equipment. It would also require the emergency replacement of personal

equipment and articles of clothing destroyed and/or damaged during the performance of official duties. The Union cites the absence of a clothing/equipment allowance except for plain clothes officers. It contends that without the language it has proposed, unit members will be forced to continue spending on their own for the replacement and/or repairs of equipment and articles of clothing that become damaged.

In respect to the newly proposed paragraph A, I find insufficient justification exists to award the proposal. Article 22(B) currently requires the Township to provide for the dry cleaning of all Township issued uniforms, including the maintenance of uniforms in good repair. Article 22(C) provides the Chief of Police with the authority to determine whether a uniform is in need of repair or replacement. The record does not support a finding that the existing paragraphs B and C in the existing Article 22 are insufficient to cover the purpose of what PBA #271 proposes in the new proposed article in paragraph A.

I do find merit in the proposal to add a new paragraph authorizing the Chief of Police to provide emergency replacement for personal equipment and articles of clothing damaged during the performance of duty during an emergency or assigned duty at any time during the year. The language proposed enables the Chief to authorize replacement but it does not require replacement upon demand. Implicit in the Chief's rights to authorize replacement is the sole discretion to determine the reasonableness of any request for

emergency replacement. For this reason, I award the following language to accompany the PBA's proposal: "In the event that the Chief of Police does not authorize a request for emergency replacement, the Chief shall provide a written explanation as to the reasons for the denial." Further, I do not find it appropriate to place the new language in a new article rather than adding a new section F to Article 22 – Uniforms. Accordingly, I award a new section F to Article 22 stating the following:

The Township agrees that emergency replacement may be authorized by the Chief of Police. For personal equipment and articles of clothing damaged during the performance of duty during an emergency or assigned duty at any time during the year. In the event that the Chief of Police does not authorize a request for emergency replacement, the Chief shall provide a written explanation as to the reasons for the denial.

#### **ARTICLE 14 – VACATION LEAVE**

A comprehensive vacation leave program is currently set forth in Article 14. Each party offers proposals for revision. The levels of vacation leave time are described in specified numbers of hours to be received in each current calendar year linked to the progressive achievement of anniversary years of service. The Township has proposed to prorate the amount of vacation leave to be received during an employee's last year of service. The PBA rejects the proposal.

The existing provision describes the amount of entitlement earned linked to anniversary dates of service and the amount of the benefit to be received

during each calendar year. In the absence of sufficient justification for change, the proposal is denied. The Township has not met its burden to justify a change in the manner in which Article 14 – Vacation has been constructed or applied and I award the continuation of the status quo.

The PBA also proposes to revise Article 14. The amount of vacation leave currently provided to unit members is based on a vacation schedule set forth in Article 14. The schedule provides for a set number of hours based upon length of service extending to after an officer’s 21<sup>st</sup> anniversary and thereafter. The amount of hours included in vacation leave is based on number of hours that equate to an 8.5 hour workday although, as indicated, the amount of vacation time is only expressed in hours. PBA #271 has proposed a new vacation schedule that expands the amount of vacation time now received. The new schedule creates vacation leave entitlement based upon the number of hours worked in each officer’s regularly scheduled workday, depending on shift and includes reference to the specific amount of days as well as hours. Officers currently work an 8.5 hour shift, a 10.5 hour shift and a 12 hour shift. The PBA’s proposed vacation schedule is as follows:

	8.5 hour shift	10.5 hour shift	12 hour shift
During 1 <sup>st</sup> calendar year of service	½ day per month (4.25 hrs.)	½ day per month (5.25 hrs.)	½ day per month (6 hrs.)
1 <sup>st</sup> full year until 5 <sup>th</sup> anniversary	14 days (119 hrs.)	11 days (115.5 hrs.)	9 days (108 hrs.)
Upon reaching 5 <sup>th</sup> anniversary	15 days (127.5 hrs.)	12 days (126 hrs.)	10 days (120 hrs.)
Upon reaching 6 <sup>th</sup> anniversary	16 days (136 hrs.)	13 days (136.5 hrs.)	11 days (132 hrs.)
Upon reaching 7 <sup>th</sup> anniversary	17 days (144.5 hrs.)	14 days (147 hrs.)	12 days (144 hrs.)

Upon reaching 8 <sup>th</sup> anniversary	18 days (153 hrs.)	15 days (157.5 hrs.)	13 days (156 hrs.)
Upon reaching 9 <sup>th</sup> anniversary	19 days (161.5 hrs.)	16 days (168 hrs.)	14 days (168 hrs.)
Upon reaching 10 <sup>th</sup> anniversary	22 days (187 hrs.)	17 days (178.5 hrs.)	15 days (180 hrs.)
Upon reaching 11 <sup>th</sup> anniversary	23 days (195.5 hrs.)	18 days (189 hrs.)	16 days (192 hrs.)
Upon reaching 12 <sup>th</sup> anniversary	24 days (204 hrs.)	19 days (199.5 hrs.)	17 days (204 hrs.)
Upon reaching 13 <sup>th</sup> anniversary	25 days (212.5 hrs.)	20 days (210 hrs.)	18 days (216 hrs.)
Upon reaching 14 <sup>th</sup> anniversary	26 days (221 hrs.)	21 days (220.5 hrs.)	19 days (228 hrs.)
Upon reaching 15 <sup>th</sup> anniversary	27 days (229.5 hrs.)	22 days (231 hrs.)	20 days (240 hrs.)
Upon reaching 16 <sup>th</sup> anniversary	28 days (238 hrs.)	23 days (241.5 hrs.)	21 days (252 hrs.)
Upon reaching 17 <sup>th</sup> anniversary	29 days (246.5 hrs.)	24 days (252 hrs.)	22 days (264 hrs.)
Upon reaching 18 <sup>th</sup> anniversary	30 days (255 hrs.)	25 days (262.5 hrs.)	23 days (276 hrs.)
Upon reaching 19 <sup>th</sup> anniversary	31 days (263.5 hrs.)	26 days (273 hrs.)	24 days (288 hrs.)
Upon reaching 20 <sup>th</sup> anniversary	32 days (272 hrs.)	27 days (283.5 hrs.)	25 days (300 hrs.)
Upon reaching 21 <sup>st</sup> anniversary and thereafter	33 days (280.5 hrs.)	28 days (294 hrs.) <b><u>(+1.29 days)</u></b>	<del>26 days (312 hrs.)</del> 25 days (300 hrs.) <b><u>(+1.625 days)</u></b>

As indicated in the above proposal, the amount of vacation leave would be revised to reflect the receipt of days rather than hours. According to PBA #271, as confirmed during the testimony of Sgt. Bal, the current schedule was based on an 8.5 hour day because everyone at one point in time worked the 8.5 hour shift. However, he testified that now that some officers work 10.5 hour and 12 hour shifts, the purpose of the proposal is to make the vacation entitlement commensurate with the length of a workday. The Union views the current program as inequitable by making vacation leave dependent upon the shift officers work without regard to the length of the shifts.

The Township seeks the rejection of the proposal. It sees the proposal as providing some officers with between a 25% and 50% increase in the number of vacation hours off. It asserts that the proposal would have astronomical cost implications as well as cause significant manpower concerns.

I do not award the PBA's vacation proposal. The present and current amount of leave was unchanged at the time that new work schedules were negotiated and agreed upon. It represents the status quo at the time new work schedules were negotiated without any conversion factor or change in the amount of vacation time. The Agreement at that time did not include a "day for day" amount of vacation for officers who receive a greater number of regular days off as a result of an increase in the length of their workday.

#### **ARTICLE 16 – PERSONAL LEAVE**

The parties currently have a personal leave provision in Article 16. It provides for the following:

- A. The Township shall provide each employee thirty-four (34) hours of personal leave per calendar year for his/her personal use.
- B. Use of personal leave must be approved in advance by the Chief of Police.
- C. Personal leave is earned by each member of the bargaining unit on a quarterly basis at a rate of 8.5 hours for each three-month period of the calendar year. If the termination of an employee's employment occurs prior to a three month interval and he or she has already taken the personal leave

for that period, that time shall be paid back to the Township. If an employee has not taken any his or her allotted time, then he or she will be entitled to be paid for the earned time not used. The hourly rate is to be determined by dividing the employee's annual salary by 2,080.

- D. At the request of the employee and with the approval of the Chief, personal leave may be accrued and reserved for use in the year following that in which it is earned and shall not exceed sixty-eight (68) hours.

The PBA would amend the above provision in the following manner:

- In Paragraph A replace "thirty-four (34) hours" with "**four (4) days**".
- In Paragraph C replace "8.5 hours" with "**one (1) day**".
- In Paragraph D replace "sixty-eight (68) hours" with "**eight (8) days**".

The PBA states that the rationale for this proposal is similar to the rationale offered in support of its vacation leave proposal. Simply put, it would convert personal leave time, now expressed in specified amounts of hours, to days of personal leave time depending on the length of a member's work shift.

The Township objects to the proposal asserting that there would be significant cost impacts for officers who work a patrol shift of 12 hours by granting them an additional fourteen hours annually of personal leave time. I do not award the PBA's personal leave proposal. The present and current amount of personal leave was unchanged at the time that new work schedules were negotiated and agreed upon. It represents the status quo at the time new work



schedules were negotiated without any conversion factor or change in the amount of personal leave. The Agreement at that time did not include a “day for day” amount of personal leave for officers who receive a greater number of regular days off as a result of an increase in the length of their workday.

### **ARTICLE 15 – HOLIDAY LEAVE**

Article 15 – Holiday leave includes a paragraph D stating the following:

In the event the Township unilaterally grants more than 104 hours as indicated under Section “A” of this Article or grants other time off for any reason to any group of other Township employees, employees shall be granted such additional time off to be scheduled at another time so as to interfere with the operations of the department. For these purposes, a day shall be a six (6) or more hour period which municipal employees are given off.

The Township has proposed to narrow the scope of the stated benefit in paragraph D by limiting the receipt of additional time off or a compensatory day to those police officers who actually work when additional time off is given to other Township employees such as during a snow day. The PBA rejects the proposal.

The record does not reflect any specific facts or circumstance under which the existing provision has been applied in the past. The existing language in paragraph D was included in the agreement with apparent mutual knowledge as to the differences in the work schedules between police officers and other Township employees with consideration granted to police officers when non-law

enforcement employees are granted additional time off. I decline to award the proposal in the absence of record evidence that reflects a persuasive basis or justification for the change the Township has proposed.

### **ARTICLE 17 – SICK LEAVE**

The parties have negotiated a comprehensive provision concerning sick leave at Article 17. The Township has proposed four modifications to the provision. The first modification is to specify that sick leave is to be prorated during an employee's last year of service. The second modification is to eliminate an employee's right to borrow hours from the next year's vacation entitlement in the event the employee does not have enough accumulated sick time to cover the 320 work hours when a major illness or injury arises. The third modification is to delete language dealing with the borrowing of time and specifically, that the first 320 hours count towards the one year's leave. The fourth proposal of the Township is to eliminate a newly hired employee's ability to borrow sick time to cover the 320 hour requirement. The PBA seeks rejection of the Township's proposals.

In respect to the first three proposals of the Township, I find that the Township has not established a basis to change the existing detailed provisions covered by Article 17. In the absence of sufficient justification for change as to existing employees, the proposal is denied. I do find merit in the proposed modification that would eliminate the ability of an employee hired after the signing

of the contract to borrow sick time to cover the 320 hour requirement. Accordingly, I award the following language to Article 17 to be placed within Section (E)(7) that article:

Employees hired after the signing of this contract will not be able to borrow sick time to cover the 320 hour requirements.

### **ARTICLE 20 – INSURANCE**

Article 20 covers the parties' understandings concerning health insurance. It includes, among other things, hospital/medical coverage, opt-out reimbursements for waiver of coverage, a dental plan, a prescription drug plan, eye care, funeral expenses for an employee death arising from on duty responsibilities or unexpected illness, life insurance, retiree health insurance, physical fitness incentive payments, maternity leave and employee responsibility for contributions to health insurance premium costs pursuant to Chapter 78.

The Township and PBA each offer proposals for additions or revisions to the existing terms of Article 20. Because these proposed additions or revisions all relate to modifications of this single contract article, they will all be reviewed and decided in this section of the award.

The PBA has proposed the following changes:

- 1) Article 20(A)(1) – To increase the opt-out payment for employees eligible for single or parent/child coverage from \$1,500 to \$3,000. To increase the opt-out payment for

employees eligible for family or husband/wife coverage from \$3,000 to \$5,000.

- 2) Article 20(A)(5) – to increase basic life insurance and accidental death and dismemberment insurance from \$18,000 to \$25,000, from \$11,700 to \$18,000 for those who reach age 65 and from \$45,000 to \$10,000 who reach age 70. To require the Township annually to present the Union with proof of coverage during the month of policy renewal. To require the Township to provide 90 days notice to the Union of a change in insurance carrier and proof of coverage in the event of a new policy.
- 3) Article 20(A)(6) – To require the Township to annually provide to the Union proof of insurance during the month of policy renewal and 90 days notice of a replacement of a current insurance provider.
- 4) Article 20(E)(1) – To increase the physical fitness incentive from \$250 to \$400.
- 5) Article 20(F) – To all new language providing a male employee with 72 hours of paid paternity leave to be used in the event of the birth of a child.
- 6) Appendix A – to change and define the amount of health insurance premium contribution rates for single coverage, for family coverage and parent/child, husband/wife coverage effective January 1, 2019 pursuant to the following schedules:

The PBA also proposes to reduce premium contributions from Tier 4 to Tier 2 reducing, for example, the top rate in half. It would be included in a new Appendix A.

## APPENDIX A

### HEALTH BENEFITS PREMIUM CONTRIBUTION RATES FOR SINGLE COVERAGE AS OF JANUARY 1, 2019

Salary Range	
Less than 20,000	2.25%
20,000-24,999.99	2.75%
25,000-29,999.99	3.75%
30,000-34,999.99	5.00%
35,000-39,999.99	5.50%
40,000-44,999.99	6.00%
45,000-49,999.99	7.00%
50,000-54,999.99	10.00%
55,000-59,999.99	11.50%
60,000-64,999.99	13.50%
65,000-69,999.99	14.50%
70,000-74,999.99	16.00%
75,000-79,999.99	16.50%
80,000-94,999.99	17.00%
95,000 and over	17.50%

### HEALTH BENEFITS PREMIUM CONTRIBUTION RATES FOR FAMILY COVERAGE AS OF JANUARY 1, 2019

Salary Range	
Less than 25,000	1.50%
25,000-29,999.99	2.00%
30,000-34,999.99	2.50%
35,000-39,999.99	3.00%
40,000-44,999.99	3.50%
45,000-49,999.99	4.50%
50,000-54,999.99	6.00%
55,000-59,999.99	7.00%
60,000-64,999.99	8.50%
65,000-69,999.99	9.50%
70,000-74,999.99	11.00%
75,000-79,999.99	11.50%
80,000-84,999.99	12.00%
85,000-99,999.99	13.00%
90,000-94,999.00	14.00%
95,000-99,999.00	14.50%
100,000-109,999.99	16.00%
110,000 and over	17.50%

**HEALTH BENEFITS PREMIUM CONTRIBUTION RATES  
FOR PARENT/CHILD HUSBAND/WIFE COVERAGE AS OF JANUARY 1, 2019**

Salary Range	
Less than 25,000	1.75%
25,000-29,999.99	2.25%
30,000-34,999.99	3.00%
35,000-39,999.99	3.50%
40,000-44,999.99	4.00%
45,000-49,999.99	5.00%
50,000-54,999.99	7.50%
55,000-59,999.99	8.50%
60,000-64,999.99	10.50%
65,000-69,999.99	11.50%
70,000-74,999.99	13.00%
75,000-79,999.99	13.50%
80,000-84,999.99	14.00%
85,000-99,999.99	15.00%
100,000 and over	17.50%

The Township proposes the following changes to Article 20:

- 1) Article 20(A)(3) – To increase Retail-Brand Name prescription co-pay from \$20 to \$30, to revise Retail Non-Preferred prescription co-pay from \$30 to \$40 and substitute “Formulary” for “Non-Preferred.” To increase Mail Order prescription co-pays for mail order - Brand Name from \$20 to \$30 and mail order Non-Preferred prescription co-pays from \$30 to \$40 and substitute “Formulary” for “Non-Preferred.” No changes in Generic co-pays for either retail or mail order prescription co-pays.
- 2) Article 20(A)(4) (Eye Care) – To specify “prescription corrective lenses” with a greater than +/- 0.50 Diopter power.
- 3) Article 20 (New Paragraph) – New language would state “The Township will be held harmless for insurance industry related changes forced by regulatory bodies to comply.”

After review of the parties' extensive submissions on the health insurance issues, including arguments not summarized here, I find that a reasonable determination of the issues is to award the Township's proposals concerning prescription co-pays, and hold harmless language and the addition of the proposed new paternity leave provision. I deny all other proposals.

I have given significant weight to the Local 3610 MOA concerning the prescription co-pay and the hold harmless language. The prescription co-pays maintain a zero co-pay for generic drugs and modest increases to name brand and formulary drugs. The proposals are reasonable even in the absence of the Local 3610 MOA. There is insufficient evidence to add the Township's eye care proposal in respect to its impact on those officers who require prescription or corrective lenses. I do not award the PBA's proposal for increased opt-out payments and am persuaded that the Township's objection to the lawful negotiability of this proposal must be sustained. The PBA has not justified a basis for a \$250 increase to the existing physical fitness incentive, the proposed increases in basic life insurance coverage or the notice provisions it has proposed. On this latter point, there is no evidence that any harm has occurred in the past to unit members in the absence of the notice provisions sought.

I next turn to the PBA's proposed revisions to chapter 78 contribution rates. The parties do not disagree on the negotiability of this issue now that the Agreement has expired and employees have reached the Tier 4 rates required

by law. They have not voluntarily negotiated a change in rates and the PBA's proposal is essentially to reduce the contributions by 50%. The Township objects and asserts that the PBA's proposal would cost \$114,800 or 2.6% above the increases the PBA has sought in wages and longevity.

I do not award this proposal. This conclusion is not based on a philosophical rejection of an attempt to seek an award providing change or relief to Chapter 78. The issue is economic in nature and I find the cost impact of the change sought extends the overall cost impact of the award beyond the overall cost impacts that I have found to be reasonable and justified. Moreover, I note the absence of any evidence of the nature of this proposal present or awarded in any Mercer County municipality. While the PBA points to the change agreed to in the Middlesex County municipality of South Brunswick, I find this comparability evidence outweighed by the interest arbitrator award denying the proposal in Hopewell Township and the absence of any other interest arbitration award granting any similar proposal, including a recent award in Bedminster PBA.

The Award shall modify Article 20 – Insurance as follows:

A new section shall be added stating:

1. A male employee shall be eligible for 72 hours of paid paternity leave to be used in the event of the birth of a child.
2. Paternity leave is to be used during imminent delivery, delivery, and/or the first thirty (30) days directly following childbirth.



Article 20(A)(3) shall be revised as follows:

Article 20(A)(3) – Effective as soon as administratively practicable, there shall be an increase Retail-Brand Name prescription co-pay from \$20 to \$30, to revise Retail Non-Preferred prescription co-pay from \$30 to \$40 and substitute “Formulary” for “Non-Preferred.” To increase Mail Order prescription co-pays for mail order -Brand Name from \$20 to \$30 and mail order Non-Preferred prescription co-pays from \$30 to \$40 and substitute “Formulary” for “Non-Preferred.” No changes in Generic co-pays for either retail or mail order prescription co-pays.

A new section shall be added stating:

Article 20 (New Paragraph) – New language would state “The Township will be held harmless for insurance industry related changes forced by regulatory bodies to comply.”

### **ARTICLE 9 – CALL BACK TIME**

Article 9(D) provides an on call stipend for Detective Bureau and Traffic Unit personnel under circumstances described in that paragraph:

- D. Detective Bureau and Traffic Unit Personnel, by nature of their positions, are often needed to be available when no detective or traffic officer is on duty for emergency situations that may arise. The Township will compensate each employee assigned to the detective bureau and Traffic Unit an on-call stipend in the amount of two percent (2%) of the employee’s annual base salary in one installment to be paid in the paycheck closest to December 1. Payment for Detective Bureau and Traffic Unit on call will not be included in overtime rate calculations for any member of the bargaining unit.

The PBA proposes two changes to the above paragraph. The first is to increase the stipend to 4% of the officer’s base salary. The second is to add

language allowing an officer to forego receipt of the stipend and, instead, receive one and one-half days of compensatory time for each week they are assigned to being on-call. The compensatory time would be required to be used in a calendar year in which it is granted. The Township seeks the denial of the proposal. The proposals were the subject of testimony from Sgt. Bal. He testified that when an officer is on-call he must be within one hour of responding to the call. This, he believes, serves as a restriction on the lifestyle of the officer. Sgt. Bal views the current stipend as inadequate and that an award of the proposal would properly compensate the twelve officers who are presently subjected to on-call status. PBA #271 also cites detective stipends in four Mercer County municipalities that it asserts receive stipends in the amount that PBA #271 has sought in this case.

I do not award the PBA's proposals either to increase the on call stipend from 2% to 4% or to convert the dollar payments to compensatory time at the option of the officer. The PBA has not provided sufficient evidence that the existing 2% stipend is justified when the comparability evidence is viewed as a whole or that the additional costs of awarding the proposal would be reasonable when viewed in the context of the overall costs of the award.

#### **ARTICLE 10 – LONGEVITY**

Article 10 currently provides a longevity program for patrolmen and sergeants and a longevity program for officers hired on or after January 1, 2012

and before January 2, 2014. The Agreement also provides that employees hired after January 2, 2014 are not entitled to any longevity payments. The existing article is set forth below:

- A. The Township agrees to provide each full-time regular employee with a longevity payment as set forth below:

PRESENT PATROLMEN & SERGEANTS

- |    |   |            |
|----|---|------------|
| 1. | Beginning the sixth (6 <sup>th</sup> ) year until the end of the tenth (10 <sup>th</sup> ) year           | \$1,011.00 |
|    | Beginning the eleventh (11 <sup>th</sup> ) year until the end of the fourteenth (14 <sup>th</sup> ) Year  | \$1,516.00 |
|    | Beginning the fifteenth (15 <sup>th</sup> ) year until the end of the nineteenth (19 <sup>th</sup> ) year | \$2,021.00 |
|    | Beginning the twentieth (20 <sup>th</sup> ) year until end of the twenty-fourth (24) year                 | \$2,526.00 |
|    | Beginning the twenty-fifth (25) year and beyond   | \$3,032.00 |

Longevity payments will be prorated over the calendar year and be paid biweekly for continuous and uninterrupted service after an employee reaches his anniversary date.

2. PRE JANUARY 1, 2014

Effective January 1, 2012, for all new hires, each dollar amount set forth above is reduced by 50%, which will result in the following:

PATROLMEN & SERGEANTS HIRED ON OR AFTER JANUARY 1, 2012 AND BEFORE JANUARY 2, 2014 SHALL BE REDUCED BY 50% WHICH SHALL RESULT IN THE FOLLOWING:

- |  |          |
|--|----------|
| Beginning the sixth (6 <sup>th</sup> ) year until the end of the tenth (10 <sup>th</sup> ) year          | \$505.50 |
| Beginning the eleventh (11 <sup>th</sup> ) year until the end of the fourteenth (14 <sup>th</sup> ) year | \$758.00 |

Beginning the fifteenth (15th) year until the end of the nineteenth (19th) year	\$1,010.50
Beginning the twentieth (20th) year until end of the twenty-fourth year	\$1,263.00
Beginning the twenty-fifth year and beyond	\$1,516.00

3. Employees hired after January 2, 2014 shall not be entitled to longevity payments.

According to PBA #271, all members of the bargaining unit should receive and be provided with equal longevity payments given the fact that all members perform the same work. To accomplish this objective, PBA #271 proposes to delete paragraphs A(1), A(2) and A(3) and instead provide each officer, regardless of hire date, with a longevity payment to be calculated as a percentage of base pay. It proposes the following:

The Township agrees to provide each full-time regular employee with a longevity payment as set forth below:

<b><u>After 5 years of service</u></b>	<b><u>1% of base pay</u></b>
<b><u>After 10 years of service</u></b>	<b><u>2% of base pay</u></b>
<b><u>After 15 years of service</u></b>	<b><u>3% of base pay</u></b>
<b><u>After 20 years of service</u></b>	<b><u>4% of base pay</u></b>
<b><u>After 25 years of service</u></b>	<b><u>5% of base pay</u></b>

Longevity payments will be prorated over the calendar year and be paid bi-weekly for continuous and interrupted service after an employee reaches his/her anniversary date.

The Union further contends that if its proposal were awarded, its longevity benefit would eliminate unfavorable comparisons that exist between West Windsor and several other Mercer County municipalities. It offers a chart supporting its argument reflecting the following:

<b>Unit</b>	<b>Longevity Benefit</b>
Ewing	Longevity converted into dollar amounts and incorporated into salary charts for all members
Hamilton	5 yrs: \$1,647; 10 yrs: \$2,196; 15 yrs: \$2,745; 20 yrs: \$3,294; 24 yrs: \$3,843
Hightstown	5 yrs: \$850; 10 yrs: \$1,800; 15 yrs: \$2,600; 20 yrs: \$3,500; 24 yrs: \$4,400
Lawrence	8 yrs: \$1,500; 12 yrs: \$2,100; 16 yrs: \$3,000; 20 yrs: \$3,900; 24 yrs: \$5,100; 28 yrs: \$5,500
Princeton	5 yrs: 1% of base salary 8 yrs: 2% of base salary 10 yrs: 3% of base salary 15 yrs: 4% of base salary 20 yrs: 5% of base salary 24 yrs: 6% of base salary

The Township urges rejection of the PBA's longevity proposal. It contends that the reinstatement of longevity benefits for employees hired after January 1, 2012 would be exorbitant, is unsupported by a full comparability analysis in Mercer County and inconsistent with the parties' voluntarily agreed to understandings that tiered longevity payments based on hire date. The Township notes that Pennington and Robbinsville do not have longevity benefits and, in addition to West Windsor, the municipalities of Lawrence, Princeton and Trenton have all eliminated longevity for new hires. The Township offers a cost-out of the PBA's longevity proposal reflecting that when coupled with the PBA's salary proposal, it would result in annual dollar increases of \$41,000 in 2019, \$44,000 in 2020, \$59,000 in 2021 and \$74,000 in 2022. It further notes that the increased longevity payments would also impact on the costs of other benefits that are calculated based on a number of hours per year.

I find that the PBA has not established sufficient justification to strike the elimination of longevity for employees hired after January 1, 2014 or to join the two existing longevity schedules into one new schedule for all three categories into a percentage schedule for all. It is not justified by the comparability evidence when viewed as a whole, by the costs of the proposal and the costs when viewed in conjunction with the overall costs of the award.

**MUTUAL RECOGNITION OF EXISTING OBLIGATIONS  
AND CONDITIONS (NEW ARTICLE)**

PBA #271 proposes to add a new article which it would entitle “Mutual Recognition of Existing Obligations and Conditions.” According to the PBA, the provision that it seeks is akin to a maintenance of benefits provision. As such, it sees its proposal as one that would ensure that contract benefits that are either stated or founded in practice could not be unilaterally altered or circumvented. The PBA cites to similar clauses in other Mercer County municipalities such as East Windsor Township, Hamilton Township and Robbinsville. The PBA acknowledges that there is a similar type of provision in Article 5 but that its proposal would erase any doubts that could arise as to whether a benefit could be unilaterally changed or eliminated by the Township in the absence of negotiations.

The Township urges rejection of the proposal. It cites PBA testimony acknowledging that the Township has not attempted to unilaterally change or

reduce a benefit and that no grievances have been filed in the last two years concerning a benefit received through a past practice.

I do not award the PBA's proposal. In addition to the record evidence reflecting the absence of disputes over practices, I note that Article 25 contains specific language stating, among other things, that "all negotiable benefits, terms and conditions of employment presently enjoyed by the employees hereunder that have not been included in this agreement shall be continued in full force and effect." There is no evidence that this language, or any other language in Article 25 has been applied to any prior grievance to the detriment of a long-standing practice that is not contrary to the terms of the agreement.

### **ARTICLE 13 – EDUCATION INCENTIVE**

The PBA seeks to make several changes to the existing provision that covers education incentives. In order to provide context to the proposals. I have set forth the existing provision in its entirety followed by the proposals for PBA #271.

In addition to other compensation provided for in this agreement, officers who have earned college credits leading to a degree shall receive additional compensation in accordance with the schedule below. All current employees may continue to pursue a degree and qualify for "A" or "B" below.

- A. Officers who have earned an Associate Degree or at least sixty (60) credits in a Bachelor of Science or Bachelor of Arts program shall receive additional compensation in the sum of

\$500.00 per year each calendar year commencing after completion of at least two (2) years of service.

- B. Officers who have earned a Bachelor of Arts Degree or a Bachelor of Science Degree shall receive as additional compensation the sum of \$1,000.00 each calendar year commencing after completion of four (4) years of service.
- C. All employees currently receiving stipends in Paragraph "A" or "B" of this Article will continue to do so.
- D. All degrees from accredited colleges or universities are eligible for this program.
- E. College-incentive payments will be prorated over the calendar year and be paid biweekly.
- F. Educational Cost Reimbursement:

The Township shall reimburse an employee for 100% of the cost incurred for courses taken. These courses may be taken at accredited four-year colleges, accredited two-year colleges, extension divisions of accredited colleges, county community colleges, technical or business schools, and/or through continuing education programs. For the purposes of establishing an annual budget amount, employees shall request the needed reimbursement by December 1 of the year prior to enrolling in the requested course(s).

#### PROCEDURE

1. For Undergraduate and Graduate Level College Courses:

Definition - Any undergraduate or graduate level course that can be used as credit in any associates, bachelors or masters degree-producing program only. Employees enrolled in a higher level degree program as of the signing date of this contract shall be allowed to complete their current degree program.

These courses are automatically approved. Notice must be given to the Chief of Police stating the courses/credits that will be taken, the anticipated date of attendance (semester, etc.) and estimated cost of the course, fees and books. Actual costs should be submitted as soon as they are specifically identified.



2. For Non-college Level Courses

Definition - Any course not earning college credits, examples -one-day seminars, continuing education classes, etc.

These courses must be approved by the Chief of Police or his designee on a case-by-case basis. Approval will be based solely upon the relevancy of the course to the position of the applicant. ‘

Upon completion of the course, the employee shall be reimbursed for the cost of tuition, fees and books. Reimbursement will occur after the employee submits proof of the following: passing grade(s) (C minimum) and/or certificate of attendance and record of payment of all costs incurred.

Any employee who voluntarily terminates employment other than retirement with the Township prior to the completion of eighteen (18) months of service, shall reimburse the Township for tuition, fees and books.

Educational Incentive Changes effective January 1, 2012

Effective January 1, 2012, reimbursement for college tuition and training will only be granted to officers who have earned college credits for a degree in Police Science, Police Administration, Public Safety, Criminal Justice or similar police-related courses of instruction. However, all those officers currently enrolled in a degree program, shall be grandfathered or otherwise exempt from the new language effective January 1, 2012, for Educational Incentive. Employees shall be entitled to reimbursement up to a cap of \$4,000 annually effective January 1, 2014 per employee for courses in police science, police administration, public safety, criminal justice or similar police related courses of instruction.

The PBA's proposal is set forth below and can be summarized as providing additional payments for degrees now set forth in paragraphs A and B, as adding a new payment for officers who have earned a graduate degree, as reordering the paragraphs accordingly and by revising the existing terms for

educational cost reimbursement by the adding of new language. The proposal is as follows:

Paragraph A:

Replace "\$500.00" with **"seven-hundred fifty dollars (\$750.00)."**

Paragraph B:

Replace "\$1,000.00" with **"one thousand five hundred dollars (\$1,500.00)."**

After Paragraph B, insert new Paragraph C as follows:

- C. Officers who have earned a Graduate Degree (i.e. Master's Degrees, Doctoral Degrees and/or their equivalent) shall receive a sum of two thousand dollars (\$2,000.00) each calendar year commencing after completion of at least four (4) years of service.

Paragraph C becomes **Paragraph D**

Paragraph D becomes **Paragraph E**

Paragraph E becomes **Paragraph F**

Paragraph F becomes **Paragraph G** and thereafter shall be deleted in its entirety and replaced with the following:

**Education Cost Reimbursement: College Level Courses**

**The Township shall reimburse an employee for tuition costs reasonably related to any college matriculated level degree program in police science, criminal justice, public administration, business administration, accounting, sociology, psychology, self-defense/ physical fitness or any other career related field. The tuition cost shall be the amount actually paid by the employee for the tuition for the said courses. but reimbursement per credit hour shall not exceed the rate per credit hour charged by Rutgers College, of Rutgers University, the State University of New Jersey. There shall be an annual maximum reimbursement of six (6) college courses per calendar year.**

### **Educational Cost Reimbursement: Non-College Level Courses**

**The Township shall reimburse an employee up to a cap of four thousand dollars (\$4,000.00) annually for Non-College Level Courses taken. These courses may be taken at accredited four year colleges, accredited two year colleges, extension or on-line divisions of accredited colleges. county community colleges. technical or business schools, continuing education programs, police in-service training programs. or other law enforcement training providers. For the purpose of establishing an annual budget amount, employees shall request the needed reimbursement by December 1st of the year prior to enrolling in the requested course(s).**

According to PBA #271, by providing an incentive for graduate level degrees, its employees will be to execute specialized law enforcement functions not typically performed by other law enforcement officers. This, it argues would result in a more productive, efficient workforce. It cites to the municipalities of East Windsor, Hightstown, Trenton, Hamilton and Ewing, all of whom provide an increased monetary incentive for officers who possess graduate degrees. In respect to the educational cost reimbursement, it asserts that reimbursement at the rate per credit hour charged by Rutgers is identical to the rate included in the East Windsor Township agreement and that this comparable should be given significant weight in that it is in an adjoining jurisdiction to West Windsor.

The Township urges rejection of the proposal based primarily on its additional cost. According to the Township, only 11 out of 48 officers are not currently receiving a college incentive. It observes that by increasing the college incentive, there are 14 officers who would receive an additional \$250 and 23 officers would receive an additional \$500 for a total cost of \$14,000 or 0.3% of

base salary even without calculating the eligibility of any additional employees who have a masters degree.

I do not award the PBA's proposal. I consider the current provisions with all of its subsections, to be a reasonable benefit when considering the overall compensation currently received, as well as the overall comparability evidence on the issue. I also find that its proposed costs are not reasonable when viewed in conjunction with the overall costs of the award.

Based upon all of the above, I respectfully enter the terms of this Award.

**AWARD**

1. All proposals by the Township and the PBA not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those which have been modified by the terms of this Award.
2. **Duration** – There shall be a four-year agreement effective January 1, 2019 through December 31, 2022. Article 26 shall be amended to substitute the new effective dates of duration.
3. **Stipulations**

1. **Amend Article 11 “Extra Work” as follows:**

Modify/revise Paragraphs E, F, and J as follows:

- E. The base rate for such extra work assignments shall be as follows

Basic Security Positions	<del>\$45.000 – \$50.00</del>	<u>\$60.00/hr</u>
Traffic Assistance	<del>\$60.00 – \$65.00</del>	<u>\$75.00/hr</u>
<b>All requests for service</b>	<del>\$65.00 – \$70.00</del>	<u>\$80.00/hr</u>

~~made within forty-eight (48) hours of commencement of the job. (Late Request)~~

Holiday

\$100.00/hr.

**A late request is defined as any request for services made within forty-eight (48) hours from the commencement of the assignment. The Holiday base rate shall apply to any hours of an assignment that occur on an approved holiday. A list of approved holidays shall be agreed upon by the Township and the Association at the start of each calendar year.**

It is understood for the purpose of this article that all jobs shall be paid at a minimum of four (4) hours of compensation. All hours worked over eight (8) consecutive hours shall be paid at one and one-half (1 ½) times the base rate per hour.

- F. The rate for extra duty as defined in paragraph “E” is the minimum amount an employee may earn when working extra duty. **However, nothing within this article shall prevent the Township or the Union from negotiating a higher base rate for any assignment than which is listed in paragraph “E”.**
  
- J. Any employer who elects to cancel its request for extra work shall make proper notification any time prior to two (2) hours before the scheduled start time of the assignment without penalty. However, any notification made within two (2) hours of the scheduled start time of the assignment shall result in a minimum of four (4) hours of paid compensation to the officer(s) scheduled to the assignment. Once an extra work assignment begins, all hours scheduled will be paid to the officer regardless of an early completion time. **If an employee is required or requested to work beyond the scheduled end time of an assignment, this additional time shall be paid in thirty (30) minute increments for all or a portion of such thirty (30) minutes worked.**

~~If vendor posts job for specified time (i.e., 8, 6 hours) and ends early, officers get paid posted time.~~

2. **Amend Article 5 “Employee Rights” as follows:**

Amend Paragraph 2 as follows, and thereafter remove the paragraph from Article 5 to Article 4:

**An employee or a representative of the Association may present a grievance at Step one (1), two (2) or three (3) in the grievance process. The decision to advance a grievance to step four (4) (binding arbitration), shall lie exclusively with the Association. The decision to utilize the services of an attorney at any step within the grievance process shall be exclusive to the Association and the attorney that will be utilized shall be exclusive to the Association.**

~~In the presence of a grievance, the employee shall have the right to present his or her own grievance or hire counsel to represent him or her or at the request of the employee, an Association representative or counsel hired by the Association shall represent the employee. This does not deny or restrict the right of the Association to concurrently process the grievance if the employee represents himself or he hires counsel to represent him or her.~~

Amend Paragraph 4 as follows:

Nothing in this Agreement or in Article 4 shall be construed to limit ~~or negate the right of the aggrieved party~~ **the Association** to pursue ~~his~~ **its** appellate remedies from an adverse determination.

4. **Article 12 – Out-of-Title Assignments**

In the event that a patrolman is required to assume the duties of a patrol sergeant, for a period of one (1) full calendar workday or more, said patrolman shall be compensated with first year patrol sergeants rate of pay upon completion of the first full workday. In all cases, rate of pay will be retroactive to the first day of assumption of said duties. The assumption of duties for less than a full workday shall not qualify for out of class assignment.

5. **Article 5 – Employee Rights**

New Section 5:

PBA #271 unit members shall be afforded all rights and protections set forth in New Jersey Attorney General Guidelines for Internal Affairs Policy and Procedure. Within forty-five (45) days of this award, the Township shall provide unit members copies of the Policy and Procedure and provide written notice to unit members of any revisions to the Policy and Procedure as soon as reasonably practicable after their promulgation.

6. **Article 22 – Uniforms**

Article 22 shall be modified as follows:

Effective January 1, 2020, the Township shall pay each employee who uses plain clothes up to one thousand one hundred (\$1,100.00) for initial issue on appointment to the position wherein he/she uses plain clothes. The first such \$1,100.00 clothing allowance shall be prorated for the period from the date of appointment to the end of the first year of such service to allow thereafter a regular annual payment on a calendar year basis. The employee shall submit signed receipts to the Chief for approval of all purchases. The Township shall provide for dry cleaning and maintenance of all plain clothes used by employees covered under this paragraph.

New paragraph:

F. The Township agrees that emergency replacement may be authorized by the Chief of Police. for personal equipment and articles of clothing damaged during the performance of duty during an emergency or assigned duty at any time during the year. In the vent that the Chief of Police does not authorize a request for emergency replacement, the Chief shall provide a written explanation as to the reasons for the denial.

7. **Article 17 – Sick Leave**

I award the following language to Article 17 to be placed within Section (E)(7) that article.

Employees hired after the signing of this contract will not be able to borrow sick time to cover the 320 hour requirements.

8. **Article 20 – Insurance**

A new section shall be added stating:

1. A male employee shall be eligible for 72 hours of paid paternity leave to be used in the event of the birth of a child.
2. Paternity leave is to be used during imminent delivery, delivery, and/or the first thirty (30) days directly following childbirth.

Article 20(A)(3) shall be revised as follows:

Article 20(A)(3) – Effective as soon as administratively practicable, there shall be an increase Retail-Brand Name prescription co-pay from \$20 to \$30, to revise Retail Non-Preferred prescription co-pay from \$30 to \$40 and substitute “Formulary” for “Non-Preferred.” To increase Mail Order prescription co-pays for mail order - Brand Name from \$20 to \$30 and mail order Non-Preferred prescription co-pays from \$30 to \$40 and substitute “Formulary” for “Non-Preferred.” No changes in Generic co-pays for either retail or mail order prescription co-pays.

A new section shall be added stating:

The Township will be held harmless for insurance industry related changes forced by regulatory bodies to comply.

9. **Wages**

All increases shall be effective and retroactive to their January 1 effective dates. All officers eligible for step increments shall receive them annually pursuant to existing practice.



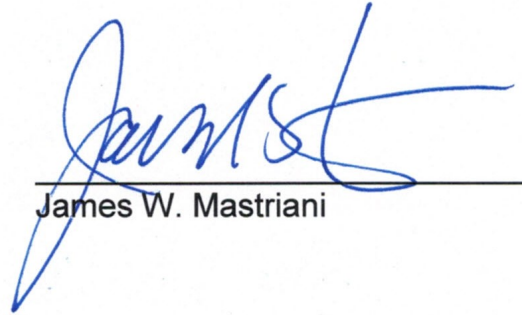
**PATROLMEN & SERGEANTS HIRED  
AFTER JANUARY 1, 2012**

	<b>2018</b>	<b>2019 2.0%</b>	<b>2020 2.0%</b>	<b>2021 2.25%</b>	<b>2022 2.25%</b>
Entry Level	\$43,174	\$44,037	\$44,918	\$45,928	\$46,962
Completion of Academy	\$50,860	\$51,877	\$52,914	\$54,105	\$55,322
Beginning 2 <sup>nd</sup>	\$58,442	\$59,610	\$60,803	\$62,171	\$63,569
Beginning 3 <sup>rd</sup>	\$66,022	\$67,342	\$68,689	\$70,234	\$71,815
Beginning 4 <sup>th</sup>	\$73,603	\$75,075	\$76,576	\$78,299	\$80,061
Beginning 5 <sup>th</sup>	\$81,183	\$82,806	\$84,462	\$86,363	\$88,306
Beginning 6 <sup>th</sup>	\$88,765	\$90,540	\$92,351	\$94,429	\$96,553
Beginning 7 <sup>th</sup>	\$96,346	\$98,272	\$100,238	\$102,493	\$104,799
Beginning 8 <sup>th</sup>	\$109,640	\$111,832	\$114,068	\$116,635	\$119,259
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$124,523	\$127,014	\$129,871	\$132,794

**PATROLMEN & SERGEANTS  
HIRED AFTER JANUARY 1, 2017**

	<b>2018</b>	<b>2019 2.0%</b>	<b>2020 2.0%</b>	<b>2021 2.25%</b>	<b>2022 2.25%</b>
Entry Level	\$43,174	\$44,037	\$44,918	\$45,928	\$46,962
Completion of Academy	\$49,026	\$50,006	\$51,006	\$52,154	\$53,327
Beginning 2 <sup>nd</sup>	\$54,877	\$55,974	\$57,094	\$58,378	\$59,692
Beginning 3 <sup>rd</sup>	\$60,729	\$61,943	\$63,182	\$64,604	\$66,057
Beginning 4 <sup>th</sup>	\$66,581	\$67,912	\$69,270	\$70,829	\$72,423
Beginning 5 <sup>th</sup>	\$72,433	\$73,881	\$75,359	\$77,054	\$78,788
Beginning 6 <sup>th</sup>	\$78,284	\$79,849	\$81,446	\$83,279	\$85,153
Beginning 7 <sup>th</sup>	\$84,136	\$85,818	\$87,535	\$89,504	\$91,518
Beginning 8 <sup>th</sup>	\$89,988	\$91,787	\$93,623	\$95,730	\$97,883
Beginning 9 <sup>th</sup>	\$95,840	\$97,756	\$99,711	\$101,955	\$104,249
Beginning 10 <sup>th</sup>	\$101,691	\$103,724	\$105,799	\$108,179	\$110,613
Beginning 11 <sup>th</sup>	\$109,640	\$111,832	\$109,933	\$112,407	\$114,936
Beginning 12 <sup>th</sup>	--	--	\$114,068	\$116,635	\$119,259
Sergeant (First year sergeant will start \$500 below Sergeant scale)	\$122,082	\$124,523	\$127,014	\$129,871	\$132,794

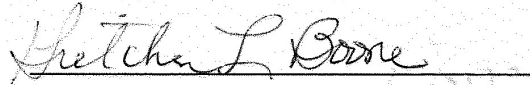
Dated: June 20, 2019  
Sea Girt, New Jersey



James W. Mastriani

State of New Jersey     }  
County of Monmouth    }ss:

On this 20<sup>th</sup> day of June, 2019, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



Gretchen L Boone

Gretchen L Boone Notary Public New Jersey My Commission Expires 8-24-2022 No. 50066778
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