

**NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of Interest Arbitration Between

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**STATE OF NEW JERSEY,**

"Public Employer"

-and-

**STATE LAW ENFORCEMENT CONFERENCE**

"Employee Organization"

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Docket No. IA-2000-4

**INTEREST ARBITRATION  
DECISION  
AND  
AWARD**

**Before  
James W. Mastriani, Arbitrator**

**Appearances:**

**For the Employer:**

Beth A. Hinsdale, Esq.  
Grotta, Glassman & Hoffman

**For the Union:**

Richard D. Loccke, Esq.  
Merick H. Limsky, Esq.  
Loccke & Correia, P.A.

I was appointed arbitrator by the New Jersey Public Employment Relations Commission in accordance with P.L. 1995, c. 425, in the negotiations impasse between the State of New Jersey (State) and the State Law Enforcement Conference ("SLEC" or "PBA"). Pre-arbitration mediation was held on December 15, 1999. Although the issues were narrowed, the impasse was not resolved. Formal interest arbitration hearings were held on April 1 and 19, 2000 at which time the parties examined and cross-examined witnesses and introduced documentary evidence into the record. Post-hearing briefs were submitted by May 19, 2000. Thereafter, the record was closed. The mandatory terminal procedure of conventional arbitration was used to decide all issues in dispute. Under this procedure, the arbitrator has the authority to fashion an award that he believes represents the most reasonable determination of the issues in dispute.

### **FINAL OFFERS OF THE PARTIES**

#### **State Law Enforcement Conference**

##### **Economic Issues**

1. **Wage Increases** - The Association has proposed a 6% across the board wage increase on each successive July 1<sup>st</sup>. By "across the board" the Association stated its intent to mean that the rate increase is to be effective at each rank, step and position covered by the Agreement.

2. **Reduction in the number of steps** - The Association has proposed that the number of steps to maximum pay rate be reduced. The

Association has also proposed that the pay rate increases in the wage guide be automatic.

3. **Longevity** - The Association has proposed that a longevity benefit be implemented. The specific longevity benefit proposed is one percent (1%) of base compensation for each four (4) years of completed law enforcement service. Law enforcement service would be defined pursuant to the definitions found in the New Jersey Police and Fire Pension System. All longevity benefit payments would be folded in and paid along with regular payroll and utilized for all computation purposes.

4. **Shift Differential** - The Association proposed that a shift differential be added. The shift differential would be for all work done between the hours of 9:00 p.m. and 7:00 a.m. The shift differential would be seven percent (7%).

5. **Overtime** - The Association proposed that all scheduled overtime which is not contiguous to scheduled shifts shall be paid at the overtime rate in a minimum of four hour periods. This represents a modification to Article XXVIII, paragraph (B)(2). The Association also proposed that there shall be a minimum of 16 hours of time off between scheduled shifts of work. Any violation of the 16 hours rule shall result in overtime payment. The Association proposed that all work done on designated holidays shall be paid at the overtime rate.

6. **Uniform Allowance** - The Association proposed to modify Article XXXIX to increase the uniform maintenance allowance by \$100.00 in each year of the agreement in \$50 increments each July 1 and January 1.

### **Non-Economic Issues**

7. **Arbitration for withholding a pay increment** - The Association proposed that all issues with respect to the withholding of a pay increment be subject to binding arbitration. This represents a modification of Article VI of the existing contract.

8. **Fringe Benefits** - The Association proposed that Article X, paragraph E be modified to provide that fringe benefit information be improved. It is specifically requested that the employer provide scheduled appointments with an employee and a personnel designee to answer specific questions as they may arise. Said meetings would take place during the employee's regularly scheduled work period. In cases where the employee's work period does not correspond to that of the personnel department then the employer will make arrangements for the employee to meet with the personnel designee.

9. **Grievance Procedure** - The Association proposed that the definitions of grievance be merged. Therefore the current designation in Article XI(A)(1) and (A)(2) grievances would both be merged and both would be subject to binding arbitration. The Association has also proposed that the statement in paragraph 7 regarding grievance resolution or decision not constituting precedent would be deleted. The last proposal made by the Association regarding the grievance procedure was that Step 3, paragraph 2 of the grievance procedure be modified by referring grievances to the panel provided for grievances generally through the Public Employment Relations Commission.

10. **Vacations** - The Association proposed that there be no limit on vacation fragmentation. Vacation utilization would therefore be based solely on the employee's request and subject to the employer's prior approval.

11. **Sick Leave** - The Association proposed that Article XXI, paragraph D be modified to provide that where there is a death in the immediate family there shall be no chargeability against any other available time bank. Such bereavement leave will be without loss of regular compensation.

12. **Leave for Association Activity** - The Association proposed an additional one hundred annual association leave days.

### **The State of New Jersey**

1. **Term of Contract:** July 1, 1999 through June 20, 2003.

2. **Wages:**

**L Unit** (Senior Corrections Officers, Correction Officer Recruits, Corrections Officer JJC, JJC Recruits, Senior Interstate Escort Officers)

	To Base	Bonus (Not to Base)
7/1/99	2.5%	
7/1/00	3.5% (2.0% payable on 7/1/00; 1.5% payable on 1/1/01)	
7/1/01	4.0% (2.0% payable on 7/1/1; 2.0% payable on 1/1/02)	\$500.00
7/1/02	4.5% (2.0% payable on 7/1/02; 2.5% payable on 1/1/03)	

**F Unit** (Non-Corrections Law Enforcement Officers)

	To Base
7/1/99	2.0%
7/1/00	3.0%
7/1/01	4.0% (2.0% payable on 7/1/01; 2.0% payable on 1/1/02)
7/1/02	4.5% (2.0% payable on 7/1/02; 2.5% payable on 1/1/03)

3. **Health Benefits:** Modify Article XXXVIII A. to incorporate the following:

- A. The State of New Jersey Managed Care/Point of Service (New Jersey Plus) will remain without any premium payment during the term of this Agreement.
- B. Effective July 1, 2000, employees who elect coverage in the Traditional Plan shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission.
- C. Effective July 1, 2000 employees who elect coverage in an HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission.
- D. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be deducted from pay.
- E. The State agrees to assume upon retirement the full cost of Health Benefits coverage for State employees and their dependents for employees who accrue 25 years of pension credit service as provided under the State plan by July 1, 2000 or who retire for disability on the basis of fewer years of pension credit in the State Plan by July 1, 2000. In addition, employees who accrue 25 years of pension credit or retire on a disability retirement during the period of July 1, 2000 through June 30, 2003 are eligible to receive the following when they retire:
  - 1) Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ Plus) or any of the approved HMO

Plans shall not have to contribute to the cost of any premium for health insurance coverage.

- 2) Employees in this group who elect to enroll in the Traditional Plan shall pay 25% of the premium costs of the Traditional Plan for health insurance coverage.

4. **Hours of Work:** Eliminate sections H, I and J of Article XXVIII, and add the following as the new Section H:

Effective July 1, 2000, Senior Correction Officers shall be employed on a normal work schedule of eight (8) hours per day (40 hours per 5 day week). Each officer shall have thirty (30) minutes for meal time within each work shift which shall be duty status.

The overtime provisions of this Agreement shall pertain to all time worked beyond these normal work schedules.

5. **Union Leave:** Revise Article XXVI regarding Leave for Association Activity to reflect that the release of Senior Correction Officers who are on duty to work at 17 North Willow Street during their work shift shall cease effective June 30, 2001. Effective July 1, 2001, Senior Correction Officers who are released from duty to partake in Union business shall be released pursuant to Article XXVI only.

#### ARTICLE XXVI: Leave for Association Activity

- A. 1. The State agrees to provide leaves of absence with pay for designees of the Association to attend Association activities. A total of 155 days of such leave may be used in the year July 1, 1999 to June 30, 2000; 800 days during the period July 1, 2000 to June 30, 2001; 800 days during the period July 1, 2001 to June 30, 2002; and 800 days during the period of July 1, 2002 to June 30, 2003.
2. The total number of days of such leave which may be used in each year shall be exclusive of leave provided under the provisions of New Jersey law and ordinarily granted under that statute.
- B. This leave is to be used for participation in appropriate Association activity for which appropriate approval by the State is required. Such approval will not be unreasonably withheld.
- C. 1. Application for the use of such leave on behalf of the designees of the Association shall be made in writing

fourteen (14) days in advance by the Association President to the Office of Employee Relations.

2. Timely requests for such leave will be approved based upon the condition that the employee's absence will not cause undue hardship or the inability of the work unit to function effectively. When possible, work schedules will be adjusted to eliminate this problem.
  3. Leaves will be granted to individuals authorized by the President.
- D. Any leave not utilized in a yearly period shall not be accumulated except where a written request of the Association for carry over of such leave for a particular purpose is made not later than thirty (30) days prior to the end of the year period. This request may be approved in whole or in part by the State.
- E. In addition, the State agrees to provide leaves of absence without pay for designees of the Association to attend Association activities approved by the State. A total of 130 days of such leave of absence without pay may be used during the period July 1, 1999 to June 30, 2000; 400 days of leave of absence without pay during the period of July 1, 2000 to June 30, 2001; 400 days during the period July 1, 2001 to June 30, 2002; and 400 days during the period July 1, 2002 to June 30, 2003.

This additional leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with the leaves of absence with pay.

- F. Article XII - revise Article XII, Section H4 as follows:

All disciplinary charges shall be brought within 6 months of the appointing authority reasonable becoming aware of the offense. In the absence of the institution of the charge within the 6 month time period, the charge shall be considered dismissed. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

The State and the SLEC have offered extensive testimony and documentary evidence in support of their final offers. Witnesses testifying at the hearing included Palisades Interstate Parkway Police Department Patrolman

Walter Siri, Jr., William McLaughlin, III, Jay Glass, Jr., Willis Jenkins, Steven Paparozzi and James A. Chianese on behalf of SLEC and Philip Whitcomb, Director of Employee Relations for the State of New Jersey, David Collins, Deputy Director of the Governor's Office of Employee Relations, Donald Doherty, Director of Employee Relations for the Department of Corrections for the State. In addition, final offers and 49 State and 69 SLEC exhibits were received in evidence. I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8) which I find relevant to the resolution of these negotiations. I am also required to indicate which of these factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor. These factors, commonly called the statutory criteria, are as follows:

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

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

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

(b) In public employment in general; provided, however, each party shall have the



right to submit additional evidence for the arbitrator's consideration.

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

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

(4) Stipulations of the parties.

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

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

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

### **BACKGROUND**

The SLEC represents nine units of State law enforcement officers in one appropriate negotiations unit. The areas of State law enforcement include the Palisades Interstate Parkway Police (PBA Local 367), State Campus Police (PBA Local 278), State Parole Officers (PBA, Local 326), State Human Services Police (PBA Local 113), State Park Police (PBA Local 222), State Conservation Officers (PBA Local 120), State Weights and Measures (PBA Local 269), and the State Corrections Officers (PBA Local 105). All of these units except the Corrections Officers are identified by the State as the "F Unit." Corrections Officers are identified by the State as the "L Unit."

Much of the evidence and arguments presented was directed at the State's fiscal policies, budgets and priorities. The State of New Jersey has helped create an environment which has fostered a healthy economy. In her January 11, 2000 State of the State Address Governor Whitman announced the New Jersey Jobs for a New Economy initiative. That initiative is designed to

keep the New Jersey economy "booming and make the home of Edison and Einstein a welcome, dynamic place for ... every child of the new millennium." (P. Ex. 69)<sup>1</sup>. Adjusted State appropriations for FY 2000 total \$19,974,818,000 and recommended State appropriations for FY 2001 total \$21,252,801,000 or an increase of 6.4%. (S. Ex. 18). Adjusted State appropriations for operations in FY 2000 total \$4,408,018,000 and recommended State appropriations for operations in FY 2001 total \$4,549,866,000 for an increase of 3.2%.

The largest appropriations for unit employees are within the Department of Corrections. In FY 2000, total funds included in the Department of Corrections budget were \$760,616,000. The FY 2000 budget also included a 6.1% increase in positions, including an additional nine positions funded through Federal grants. The Department of Corrections recommended appropriations for FY 2001 are \$764,665,000. (S. Ex. 18). In addition, in FY 2000, the Department of Corrections received \$3,900,000 in Federal funds as an offset to operations. An additional \$6,900,000 is included in the FY 2001 budget for capital construction.

Each of the nine components or sub-units presented evidence on the nature of its law enforcement function and its terms and conditions of employment. I set forth below a general profile of each.

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<sup>1</sup> SLEC exhibits are identified as P. Ex. \_\_\_\_\_. State exhibits are identified as S. Ex. \_\_\_\_\_.

### **The Palisades Interstate Parkway Police**

The Palisades Interstate Parkway Police Department (PIP) is responsible for policing the twelve miles of the Palisades Interstate Parkway in the northeastern corner of Bergen County that runs from the George Washington Bridge to the New York State border. The Parkway runs through Edgewater, Fort Lee, Englewood Cliffs, Tenafly, and Alpine. In addition to the highway, the Parkway jurisdiction includes five picnic areas, a restaurant, two boat basins, two board launches, five scenic overlooks, two gas stations and convenience shops, five state-owned residences, four maintenance centers, Henry Hudson Drive and over 30 miles of hiking trails in the New Jersey section. (P-2).

The Palisades Interstate Parkway is a major commuter route with an 11.8% increase in traffic volume over the past three years to a total of 26,609,603 vehicles in 1999 (P-2). The Palisades Interstate Parkway Police Department currently employs 27 Officers, including 18 Patrolmen, six Sergeants, two Lieutenants and the Chief. Traffic volume has increased from 23,803,236 vehicles in 1997 to 26,609,603 vehicles in 1999 (P-2).

From 1996 to 1999 the Palisades Interstate Park Police Court collected a total of \$2,307,293 in fines, collecting \$5,335,506 in 1997, \$663,473 in 1998 and \$747,841 in 1999. In addition, activity has increased from 6,672 summonses issued by the PIP Police in 1997 to 7,145 summonses in 1999. (P-3, P-4, P-5).

In addition to traditional police work, the PIP Police Department has specialty units responsible for the recreational areas of the Park. For example, the PIP Police Department has experts in rappelling off the cliffs of the Palisades for search and rescue purposes. Officer Walter Siri, Jr. described the conditions involved in rappelling off the cliffs as follows:

You're dangling on a cliff that's three to four hundred feet high on a half-inch rope, going after someone who has fallen to the bottom, gotten hung up in the middle, or someone climbing on the rocks that decided they bit off more than they can handle. (1T 32).

### **State Campus Police**

The Campus Police are stationed at each of the State educational institutions throughout New Jersey. They have full statutory authority as law enforcement officers and respond to a multitude of situations requiring police attention on campus. According to Officer James Chianese, each campus functions as an individual community (1T at 127). Officer Chianese described the calls that campus police respond to as including motor vehicle violations, domestic disputes, harassment reports, controlled substances, fire, theft and rape. Campus Police also enforce parking on campus, and perform building security checks. Officer Chianese testified that the jurisdiction of campus police extends off campus when housing units are located off-campus. (1T at 126). Campus Police provide mutual support to municipal police. For example, Campus Police Officer Chianese described an armed robbery where he and other Campus Police Officers provided back-up to Ewing police. (1T at 127).

### **State Parole Officers**

The 359 Senior Parole Officers and Parole Officer Recruits working in the Division of Parole and Community Programs are responsible for 15,955 parolees and work out of 13 district offices as of June 30, 1998 (P. Ex. 48). Parole Officers are responsible for parolees beginning with a pre-parole investigation, continues through the parole period as the Parole Officer helps the former inmate reintegrate into society and may assume a prosecutorial role if a parolee violates the terms of parole. (P-48, 1T 108). Additionally, Officer Paparozzi testified about the Electronic Monitoring response team, an electronic monitoring program initiated by the New Jersey Department of Corrections, and now a model for similar programs throughout the country. (1T 110-112).

### **State Human Services Police Department**

The Human Services Police Department is responsible for law enforcement at facilities operated by the Department of Human Services and the Juvenile Justice Commission. Those facilities include four State psychiatric hospitals, seven developmental centers, Division of Youth and Family Services, residential treatment centers, DYFS district offices, day training centers and forty Juvenile Justice residential group centers. The juvenile justice facilities also include special programs for substance abusers and special population juveniles

who present psychological, emotional, social, intellectual, and learning problems, limitations and disabilities. (P. Ex. 46). The Department also conducts criminal investigations of Human Services employees who commit crimes during the course of their duties. (P. Ex. 60). The Human Services Police Department is divided into four districts and employs approximately 80 sworn law enforcement personnel reporting to a Chief of Police.

### **State Park Police**

The State Park Police, which includes State Park Rangers and Ranger Trainees, are responsible for the safety of over 344,000 acres of State Parks. According to its mission statement, the State's Department of Environmental Protection's Division of Parks and Forestry is "dedicated to the excellent stewardship of the state's rich and diverse historic, cultural, recreational and natural resources for the benefit of present and future generations." The Division of Parks and Forestry's mission statement also provides that it is "committed to establishing a creative and cooperative environment that attracts and retains dedicated employees and promotes dynamic partnerships to effectively manage the resources entrusted to us."

## **State Conservation Officers**

The Bureau of Law Enforcement, Division of Fish, Game and Wildlife, Department of Environmental Protection employs Conservation Officers who are charged with enforcing the State laws enacted for the protection and management of fish and wildlife resources under N.J.S.A. Title 23. (P. Ex. 57). Conservation Officers are required to have a college degree in either biology or natural resources management and to supplement their education with 18 semester hours in Fisheries Science or Wildlife Science. A statement of their duties was include in the 1997 Public Laws as follows:

This bill would include conservation officers of the Division of Fish, Game and Wildlife in the Body Armor Replacement Fund. The conservation officers would be included in a five year cycle to obtain body armor to protect the individual officers in the line of duty.

Conservation officers' primary function is to enforce the laws of the State enacted for the protection and management of fish and wildlife resources. The officers must successfully complete the training at one of the four designated police academies and must complete, on a quarterly basis, firearms qualifications in accordance with the Attorney General's guidelines. The officers enforce boating and motor vehicle laws, and make arrests for other crimes detected in the performance of their regular duties. Conservation Officers are also authorized to enforce federal fish and wildlife, and marine fisheries laws. In the past year, officers have responded to sometime violent disputes over harvesting the glass eel in the southern region of the State, investigating illegal smuggling of lobsters all along the State's coastline and uncover illegal marijuana growing operations in remote areas.



(P. Ex. 57; P.L/ 1997, c. 177, s.1). There are currently 30 permanent Conservation Officers and one provisional Conservation Officer. For the period between November 21 and December 20, 1998, the Conservation Officers had issued a total of 555 summons and conducted a total of 7,042 field inspections. (P. Ex. 57).

### **State Weights and Measures Inspectors**

The Division of Consumer Affairs employs an enforcement group of 16 Weights and Measures Inspectors who are assigned to one of four sections: Enforcement, Technical Services, Licensing or Metrology and Lumber.

The Division of Consumer Weights and Measures provides:

Consumer protection mandated by N.J.S.A. Title 51:1-1. This protection extends to petro-chemicals (heating, oils, gasoline and liquid propane gas) at refineries, terminals and at retail; to regulate the sale and delivery of all commodities at wholesale and retail levels; proper identification of meat products; unit pricing for comparison shopping; all road construction materials; proper graded lumber used in construction; the grading of eggs; proper price posting of gasoline and product grades in service stations. In addition, the Office of Weights and Measures provides support for federal, state, county, and municipal agencies. (P. Ex. 59).

The record reflects an increase in productivity in this function. The number of violations filed increased from 8,509 in 1999 to 16,185 in 1999 or 90.2% and penalties collected rose by 77.1%. During the same period staffing levels decreased by 30% and revenues collected rose by almost 19%. (P. Ex.

59). There are five Inspector I positions, 10 Inspector II positions and one Inspector 3 position.

### **State Corrections Officers**

The Department of Corrections employs 5778 Corrections Officers. President of PBA Local 105, Senior Corrections Officer William McLaughlin testified to the duties of these officers, "Corrections Officers are responsible for the custody, care, discipline and treatment of persons committed to . . . State correctional institutions." (1T 42). The Department of Corrections has 14 institutions throughout the State housing male, female, youth and sex offenders, the newest of which is the South Wood State Prison in Bridgeton. (1T 44-45, P. Ex. 20). The overview provided with its 1999 budget recommendations provides the following:

The Department of Corrections was established for the purpose of protecting the public and providing for the custody, discipline, training, and treatment of persons committed to State correctional institutions, on parole, or other community supervision. The Department has under its jurisdiction ten adult institutions, one of which incarcerates only female offenders, a facility dedicated to treatment and rehabilitation of sex offenders at Avenel, New Jersey, and three correctional facilities for youthful offenders over the age of eighteen. Two juvenile correctional facilities were transferred to the Juvenile Justice Commission in fiscal 1997. (P. Ex. 41).

According to Senior Corrections Officer and President of PBA Local 367 Willis Jenkins, Senior Corrections Officers working in Juvenile Justice facilities

work with inmates aged eleven to twenty (1T 96). Jenkins testified that the 309 officers working in the four juvenile facilities experienced 175 assaults on officers in 1998 and 202 assaults in 1999 (1T 97).

Recent initiatives undertaken by Department of Corrections Commissioner Jack Terhune include the implementation of a "Zero Tolerance" Policy significantly reducing the intake of controlled substances in Department of Corrections facilities. (P. Ex. 30). Commissioner Terhune has also implemented a Drug Interdiction Unit that is a mobile team of investigators equipped with drug detecting dogs and electronic equipment. The Drug Interdiction Unit is responsible for random drug searches of facilities and civilian visitors. Commissioner Terhune has also implemented Project P.R.I.D.E., Promoting Responsibility in Drug Education that allows New Jersey students to hear about the consequences of drug and alcohol abuse from inmates. (P. Ex. 30).

## **POSITIONS OF THE PARTIES**

### **The State Law Enforcement Conference**

SLEC focuses on the importance and significance of the overall function of law enforcement in state government. Although each specific group may have a particular and unique mission, all unit employees require skill and training and face the hazards and dangers inherent in insuring the public's safety.

The SLEC asserts that its position is supported by each of the statutory criteria. Focusing on the interest and welfare of the public with respect to each of the nine units, the SLEC addresses each unit.

The SLEC places great emphasis on the enormous benefit Corrections Officers provide to the public while placing themselves in high risk situations overseeing those unfit to live in society. Citing the testimony of Senior Corrections Officer McLaughlin, the SLEC highlights some of the riskier aspects of a Corrections Officer's job. For example, SCO McLaughlin testified that at time Corrections Officers are in and among inmates and armed with nothing more than a radio or telephone, but no weapons. (1T 46). SCO McLaughlin also testified about a June 30, 1997 incident where Senior Corrections Officer Fred Baker was fatally stabbed with a shank created from the handle of a bucket by an inmate in an unprovoked attack. (1T 46-47). SCO McLaughlin also described daily searches to try to find weapons created or smuggled by inmates. According to McLaughlin, are very creative people, "they have 24/7 nothing to do but think about ways to make a weapon." (1T 47). According to McLaughlin, approximately 790,000 searches were conducted from July 1998 through June 1999. (1T 47, P. Ex. 17).

Providing further evidence of the dangerous working conditions for corrections officers, the SLEC points out that incarcerated criminals frequently commit crimes while in prison. The SLEC submitted voluminous statistics

regarding criminal activities within the prisons. These statistics included a total of 1287 assaults in 1999. (P. Ex. 18). Those assaults include 529 assaults on staff in 1999, 59 of them with a weapon, and 758 assaults on inmates, 140 of them with a weapon. (P. Ex. 18). Those assaults included one particularly violent incident when an inmate murdered another inmate. SCO McLaughlin related that incident as follows:

In the New Jersey State prison, Inmate Mud Man Simon was placed in a restrictive cage while they were fumigating the cells for insects, bugs. Inmate Ambrose Harris was inside the holding area waiting for Mud Man Simon. As soon as Mud Man got inside, the officers secured the door, locked it behind him. Ambrose Harris commenced to beat on Mud Man Simon, first punching him in the face. . . . He was killed, Mud Man Simon was killed. . . . (1T 50-51).

The SLEC also emphasized the dramatic increase in the number of inmates over the past 20 years from 6,000 in 1979 to 33,000 in 1999 (1T 51-52). At the same time, the SLEC notes that in 1979 there were approximately 1,600 corrections officers compared with about 5,600 today (1T 52). Calculating that the inmate population has increased by over five times compared with the number of corrections officers which has increased by approximately three and one half times, the SLEC points out that prisons have become increasingly overcrowded. Again citing the testimony of SCO McLaughlin, the SLEC points out that 125 more inmates come into the system than are released each month and the system is approximately 38% over capacity at present. (1T 54). According to the SLEC, the ratio of inmates to corrections officers is exacerbated because the total number of officers includes those who are in their recruit year and as

Director of Employee Relations for the Department of Corrections Donald Doherty testified, it takes a recruit four months, at minimum, to feel confident performing his or her duties (2T 64-65). Additionally, the SLEC stresses the testimony of Director Doherty that recruits work alongside Senior Corrections Officers and do not have the ability to function independently at least during the first half of their recruitment period (2T 65). SCO McLaughlin also testified that the type of inmates incarcerated in the State's correctional institutions has changed over the past several years and believes that they have become more difficult to control.

According to the SLEC, one of the results of this change in attitude among inmates is the creation of a Gang Unit. According to SCO McLaughlin, the Gang Unit is designed to eliminate the gangs that control what goes on among the inmates, particularly with respect to cigarettes, money and drugs in jail. (1T 55-56). SCO McLaughlin also testified that gang violence in prison has resulted in injuries to officers and to other inmates. (1T 56). Describing the difficulty of the work of corrections officers, the SLEC again cites the testimony of SCO McLaughlin describing the daily schedule:

First they will attend a lineup at 6 a.m. in the morning for roll call, inspection and all pertinent information is passed on to the officers. About 6:10, the officer will proceed to his work area, take a body count, make sure all inmates are living breathing bodies. He then notifies the center keeper of his count.

At approximately 6:30, the count is cleared. All the areas are checked for security. They make sure the window mullions are in place and all the doors are secured.

\* \* \* \* \*

Between 6:30 and 6:45, mess is usually started until about 7:30. Inmates are allowed approximately – it takes about one hour to feed the unit. The inmates are allowed thirty minutes to eat their meal and get back into their cell area.

Eight o'clock, your shop movements start or work details or school, medical, and anything else starts around eight o'clock in the morning, and that usually goes til around 10, 10:30, until the doctor-call visits. Some institutions have their visits in the morning instead of the afternoon or in the evening. The law library is open, the regular library is open, the gymnasium is open for recreation.

At eleven o'clock, the inmates come back in for stand-up formal count, and after the count is completed, they start the noon mess.

Approximately 1 p.m., the inmates go back into their programs or shops, school programs, yard. At 1:15 the outside recreation yard usually opens, as long as weather is permitting.

And at two o'clock the second shift comes in to relieve the officer. (1T 67, P. Ex. 28).

The SLEC also emphasizes the participation of SCOs in "Project PRIDE (Promoting Responsibility in Drug Education)" which involves transporting and supervising non-violent minimum custody inmates to high schools so they can discuss their personal experiences with drugs and alcohol. (P. Ex. 30). After review of the activities of corrections officers, the SLEC stresses that corrections officers perform a valuable function in the public interest by "enabling society to function with a minimized fear of criminal activity." Given the rapid increase in the size of the inmate population, the SLEC contends that corrections officers have faced increased workloads and are required to continue to perform at the

same level despite the increased number of inmates. As a result, the SLEC asserts that its final offer would better compensate corrections officers and is in the interest and welfare of the public.

The SLEC emphasizes the interest and welfare of the public with respect to the Palisades Interstate Parkway Police Department. According to the SLEC, traffic volume has increased from 23,803,236 vehicles in 1997 to 26,609,603 vehicles in 1999 (P-2), while the size of the department has decreased from 31 officers in 1991 to 27 officers in 1999. The SLEC emphasizes that the decrease has come from the rank and file officers and the number of superior officers has remained steady. Specifically, the SLEC points out that 16 Patrolmen have left the Palisades Interstate Parkway Police Department since 1991 with seven receiving promotions, two retiring, and nine resigning. (P-2). According to the SLEC, of the nine Patrolmen who resigned, five took other jobs in law enforcement and four entered the private sector. (P-2). The SLEC emphasizes that job duties and responsibilities have increased during the past several years as the number of rank and file Patrolmen has decreased. Citing the testimony of PIP Officer Siri, the SLEC points out that the PIP is the only State agency that has its own court. Officer Siri also testified about the variety of criminal activity that occurs within the jurisdiction of the PIP Police Department including drugs, weapons, stolen vehicles, rape, unsworn falsification and assaults. (1T 21-22). Based upon this testimony, the SLEC asserts that the PIP Officers have been expanding their duties in the public interest at the same time that their numbers



have been diminished. Additionally, the SLEC point out that PIP Officers often assist the municipal police officers of the five municipalities through which it traverses. Officer Siri gave examples of that assistance that PIP Officers provide to municipal police, including traffic assistance, searching for criminals, helping with residential and commercial break-ins, motor vehicle accidents, and ambulance calls. Siri also testified that the PIP Police have assisted the State Police with highway pursuits on the Palisades Interstate Parkway and in turn the State Police have assisted the PIP Police with fatal accident scenes and with searching for lost people and body recoveries.

The SLEC emphasizes that financial conditions have resulted in a loss of several skilled officers. According to the SLEC, five of the Officers leaving the PIP Police Department since 1991 did so to work for other law enforcement agencies. The SLEC points out that each time an Officer leaves, the cost to replace that Officer in terms money and energy is significant. Hiring a new officer involves advertising, screening, testing, back ground checks, and then the cost of sending the new recruit to the Police Academy for almost six months, followed by a period of on the job training, according to the SLEC.

The SLEC asserts that over the past several years, the number of vehicles on the PIP, the number of summons issued and the criminal activity on the PIP have increased. Accordingly, the SLEC asserts that it is in the interest and welfare of the public to improve the compensation of PIP Police.

Similarly, the SLEC asserts that the duties and responsibilities of campus police at State colleges have increased and expanded and it is in the interest and welfare of the public to improve their compensation. For example, Officer Chianese testified that expansion of college housing facilities to townhouse complexes off-campus has expanded the jurisdiction of campus police. (1T 125-126). Additionally, campus police officers are authorized to exercise their police powers when they observe criminal activity requiring police intervention off-campus until municipal police arrive at the scene. Officer Chianese testified that campus police also back up local municipal police when needed. (1T 127-128). For example, campus police provided back up to Ewing, New Jersey police when a mini-riot broke out at a local bar. Chianese also testified about providing back up during an armed robbery and about finding dead bodies on or near campus. (1T127-128).

Additionally the SLEC points out that Campus Police Officers receive extensive training. For example, Officers at Kean University have received the following training classes: Rape Aggression Defense, Pressure Point Control (Defense Tactics), Heartsave AED Instructor Program, Street Survival "99", the Tactical Edge, Crowd Confrontation Management, Techniques of Interview, Interrogation and Statement Taking, among others. The SLEC maintains that the public services performed by Campus Police are tailored to the specific needs of

educational institutions and the maintenance of security at these institutions is in the interest and welfare of the public.

The SLEC also maintains that State Parole Officers working in the Division of Parole and Community Programs perform services in the interest and welfare of the public and its proposal would advance those interests. Specifically, the SLEC asserts that the public enjoys a direct financial savings by using Parole Officers and from the programs they oversee. Each time an inmate successfully becomes a parolee and then a productive member of society, the public has one less inmate in the State corrections systems. Each time a new program is introduced that permits more inmates to become parolees, the SLEC asserts that the work level of Parole Officers increases. In addition to the general duties associated with integrating inmates into society through the parole system, the SLEC points out that Parole Officers must function as prosecutors and track down individuals who violate or evade parole and administer the Electronic Monitoring System (1T 108). According to Parole Officer Paparozzi, the Electronic Monitoring System was implemented to address prison overcrowding and is also used to monitor sex offenders on parole. (1T 110-112). Noting that these programs are designed to ease the burden on correctional institutions, the SLEC also cites other programs such as the "Alternative Sanctions Program" and the "High Impact Diversion Program" which parole officers implement to prevent overcrowding in correctional institutions (1T 113). The SLEC also cites the responsibility of parole officers to apprehend escapees from halfway houses

under their jurisdiction. (1T 116). According to Officer Paparozzi, escapes from halfway houses occur between four and twelve times per week and there is a 24 hours response system designed to focus resources on apprehending an escapee immediately (1T 116-117). Additionally, specific officers are assigned to track down fugitives and all officers are on standby if the escapee is determined to be a threat to public safety. (1T 117).

The Division of Parole and Community Programs also include the Intensive Parole Supervision and Surveillance Program that covers cases requiring more than general supervision. Officer Paparozzi testified that this program covers:

Fellows or women that could have serious psychological disorders, psychiatric issues, medical issues that surround that, or for example, HIV, that the cost of the person and the ability to deal with them in prison is better served on the outside where he can plug into various agencies and perhaps be with his family who can look after him on a closer basis. (1T 118).

The SLEC also emphasized the benefit to the public of the Intensive Parole Supervision and Surveillance Program and highlighted the additional training provided to Parole Officers working in that program. (1T 118-120).

Additionally, the SLEC made note of the Alternative Sanctions Program, which involves over 50% of parole officers. According to the SLEC, the Alternative Sanctions Program, as well as other programs limiting the size of the

inmate population, prevent overcrowding in correctional institutions, thus guaranteeing that there is room for the most serious offenders and providing a financial benefit to the public. The SLEC asserts that Parole Officers exhibit professionalism and their function is in the interest and welfare of the public by permitting the safe integration of parolees into society, limiting the inmate population and providing a financial benefit to the public, and insuring adequate space in correctional institutions for the most serious offenders.

The SLEC highlights the responsibilities for law enforcement at State facilities operated by the Department of Human Services. Those facilities include four State psychiatric hospitals, seven developmental centers, Division of Youth and Family Services, residential treatment centers, DYFS district offices, day training centers and forty Juvenile Justice residential group centers.

The SLEC points out that among the duties and responsibilities of Human Services Police are responding to and investigating motor vehicle accidents and burglaries; transporting high risk or dangerous patients, clients or inmates to various locations, investigating suspicious deaths or suicides; responding to and investigating crimes in progress; preparing affidavits, warrants, summonses and other court related paperwork; stopping vehicles for motor vehicle violations; providing security for those buildings on State property in their jurisdiction. (P. Ex. 60). The SLEC provides data indicating that the total number of incidents between 1992 and 1998 includes 83,702 general police complaints, 19 fatalities,

10,616 criminal investigations, 2,433 arrests, 4,117 missing persons, 673 arrests, 849 motor vehicle accidents, 493 deaths, 7,768 operations assisting other police departments, 202 aggravated assaults, 2,102 simple assaults, 2,376 thefts, 287 drug offenses, 640 sex offenses, 99 weapons offenses, 265 terroristic treats, 2,786 patient to patient assaults with injuries, 4,674 patient to patient assaults without injuries, 1,254 patient assaults or abuse by employees and 684 incidents of property destruction.

The SLEC emphasizes that Human Services Police provide services to the general public and to those who can not help themselves. According to the SLEC the public benefit of these services is incalculable and supports an award of its position.

Turning to the Park Rangers and Ranger Trainees working in the State Parks under the Division of Parks and Forestry, the SLEC highlights the interest and welfare of the public in the preservation and safety of the State's parks and recreational areas. Pointing out that Park Rangers function as "law enforcement officer[s] at State parks, forests, recreation areas, historic sites, marinas and botanical gardens and other State Park Service facilities" as well as performing public assistance and resource protection, the SLEC suggests that the public benefit is obvious. (P. Ex. 62). According to the SLEC, the public benefit of these positions derives from providing a safe environment for recreation and providing public/visitor assistance within the State parks and recreational areas.

(P. Ex. 62). Additionally, the SLEC emphasizes the dramatic increases in attendance at the State's parks and recreational area in recent years. Specifically, the SLEC cites Division of Parks and Forestry statistics showing that annual attendance has increased from 6.1 million in 1980 to 10.5 million in 1990 to 13.0 million in 1996 and to 15.1 million in 1999 (P. Ex. 62). Such significant increases in attendance without increases in personnel have resulted in a significant increase in the workload and duties of Park Rangers according to the SLEC. The SLEC maintains that its final offer would provide some compensation for the expanded workload.

According to the SLEC, Conservation Officers employed by the Bureau of Law Enforcement, Division of Fish, Game and Wildlife, Department of Environmental Protection who are charged with the protection of the State's fish and wildlife perform services in the interest and welfare of the public. In addition to the requirements that they have a college degree in either biology or natural resources management, Conservation Officers must receive supplemental training in either Fisheries Science or Wildlife Science. The SLEC points out that Conservation Officers are charged with enforcing the hunting laws throughout the State and the apprehension of individuals illegally using hunting weapons without proper permits or in dangerous areas. (P. Ex. 57). According to the SLEC, Conservation Officers also perform the valuable task of ensuring that hunters keep away from populated areas.

The SLEC also highlights the responsibilities and contributions of the 16 Weights and Measures Inspectors employed in the Division of Consumer Affairs. SLEC cites the job description which provides that inspectors are required to obtain and maintain a Class B Commercial Drivers License to operate vehicles with hazardous materials and to have a minimum of three years of on the job experience in weights and measures. (P. Ex. 58). In addition, the job description provides that Inspectors must complete the Basic Weights and Measures Certification course. (P. Ex. 58). As the SLEC notes, Weights and Measures Inspectors must work independently, as well as in conjunction with State, county and municipal police departments. The SLEC asserts that Inspectors serve the interest and welfare of the public and an award of its position is appropriate.

Turning to the criterion concerning a comparison of wages, terms and conditions of employment, the SLEC begins by pointing out that the Palisades Interstate Parkway Police and the State Campus Police are among the poorest compensated law enforcement agencies in Bergen County among comparable municipalities and in the general geographic region of the State. Based upon the record including documents and testimony, the SLEC asserts that full compensation comparison, rather than comparison of a narrow area supports its position. Based upon 1999 base wages, the SLEC submits that Palisades Interstate Parkway Police have one of the poorest pay rates in Bergen County. The SLEC submits the following comparison of 1999 base wages in support of its position:



### Base Wage Comparison for PIP (1999 rate)

#### Top Step Patrol Officer

Port Authority of NY & NJ	\$64,418
Edgewater	\$66,082
Fort Lee	\$70,259
Tenafly	\$75,260
Alpine	\$70,524
Orangetown	\$55,900
Englewood	\$71,633
New Jersey State Police	\$63,639
<b>Average</b>	<b>\$67,214</b>
Palisades Interstate Parkway Police Officer	\$48,000
Palisades Interstate Parkway Police Officer compared to average	(\$18,414) (27.39%)

The SLEC also compares longevity benefits among the same comparable police departments and concludes that other departments offer officers an incentive to stay while the Palisades Interstate Parkway Police Department's lack of longevity is a demonstration of under compensation. The SLEC's comparison of longevity payment follows:

### Comparison of Maximum Longevity Benefits for PIP (1999 rate)

#### Top Step Patrol Officer

Bargaining Unit	Value of Longevity @ Maximum (1999 Base Rate Max)	Maximum Longevity Formula
Port Authority of NY & NJ	\$6,441	10%
Edgewater	\$7,930	12%
Fort Lee	\$10,539	15%
Tenafly	\$9,408	12.5%
Alpine	\$8,463	12%
<b>Average</b>	<b>\$8,556</b>	<b>12.3%</b>
Palisades Interstate Parkway Police Officer	\$0	0%
Palisades Interstate Parkway Police Officer compared to average	(\$8,556)	(12.3%)

The SLEC emphasizes that its chart covers only the Palisades Interstate Parkway Police, but applies to each group within the Association. Given that none of the groups in the Association receive longevity payments, the SLEC points out that once the Officers reach maximum salary there are no more benefits. In contrast, the SLEC cites agreements covering county corrections officers and points out that county corrections officers receive longevity benefits. Highlighting that the lack of longevity results in a detrimental financial effect on the officers, the SLEC also contends that officers leave their departments for greater financial rewards. An added impact of that turnover is the cost in terms of time and money that the State has invested in training these officers, according to the SLEC.

Continuing its comparison, the SLEC maintains that State Campus Police are compensated well below the average base salary for comparable municipal and county police bargaining units although their duties are similar. In support of its position, the SLEC points to its chart of base wage comparisons.

#### **Base Wage Comparison for Campus Police (1999 rate)**

##### **Top Step Patrol Officer**

Rutgers University Police	\$48,416
Galloway	\$52,286
Atlantic Prosecutor's Office	\$56,835 (1998)
Ewing	\$68,735
<b>Average</b>	<b>\$56,568</b>
Campus Police Officer	\$44,000
Campus Police Officer compared to average	(\$12,568) (22.22%)

Likewise, the SLEC asserts that Human Services Police Officers earn less than Police in the municipalities that they work in, despite having similar or greater duties. . In support of its position, the SLEC points to its chart of base wage comparisons.

**Base Wage Comparison for Human Services Police (1999 rate)**

**Top Step Patrol Officer**

Lebanon PBA Local 188	\$55,435
Washington	\$50,200
Clinton PBA Local 329	\$57,077
Clinton PBA Local 188	\$45,269
<b>Average</b>	<b>\$51,995</b>
Human Services Officer	\$40,195
Human Services Officer compared to average	(\$11,800) (22.69%)

In contrast, the SLEC points out, the State premises its case on the fact that another employee group settled for less money than it seeks here. The SLEC contends that the State's proposal is unsubstantiated when compared to the substantial body of empirical data submitted by the Association. Additionally, the SLEC argues that a key consideration is job comparability and the best comparison is police with other police. The SLEC maintains that "cherrypicking" contracts to make a case for comparability is not appropriate. Rather, the SLEC asserts that a substantial body of credible evidence is necessary to support an argument for a going rate or benefit level. In this regard, SLEC assert that it has met its burden, but the State has not. According to the SLEC, employees covered by collective bargaining agreements with CWA do not share similar job characteristics with law enforcement officers. SLEC asserts that the State would

compare law enforcement officers with non-law enforcement State employees and such a comparison can not be made. According to SLEC, comparison must go beyond the fact that both are employees of the State and must take into account the job characteristics when determining the appropriate compensation package. Further, the Association maintains that if compensation commensurate with the actual job performed is not a factor, then law enforcement officers should work the same schedules as employees covered by the CWA contract such as an assistant biologist or a nutrition consultant.

According to the SLEC, stipulations in this case have no bearing on the positions of the parties as articulated in their final offers.

The SLEC maintains that the criterion covering the lawful authority of the employer presents no prohibition to an award of its position. Additionally, the SLEC points out that the State has not argued that it is subject to the Cap Law for municipal and county governments which is the focus of this criterion. The SLEC contends that this criterion is directed at local governments as the employer and not at the State as the employer.

The SLEC contends that its package would have a negligible impact on the State's residents and taxpayers. According to the SLEC, the cost of an award of its position would prove minimal and would not have a noticeable impact on the residents and taxpayers of New Jersey who benefit from the

services provided by its members. The SLEC calculates that the Department of Corrections has estimated expenditures for this fiscal year (ending June 30, 2000) of 934 million dollars which is over a 70 million dollar increase over the previous year. Additionally, the SLEC points to revenue generated by the services of some of its members. For example, in 1997 the State Park Service generated over seven million dollars, up from approximately \$4,500,000 in 1991. The Budget for the Division of Parks and Forestry increased by \$680,000 for FY 2000 according to the SLEC (P-63). The SLEC also cites the revenue generated by the State Weights and Measures where the proposed budget for 2000 was approximately \$3.7 million. Noting that the Office of Weights and Measures is completely self-sufficient, the SLEC cites the increase in the number of violations by 90.2% from 1997 to 1999 and the 77.1% increase in the penalties collected during the same period. Additionally, during that period, revenues collected increased by almost 19% according to SLEC, increasing by 9% from 1998 to 1999 alone. At the same time, the SLEC notes that manpower decreased by 30% and total revenue in Weights and Measures was \$4.1 million. According to the SLEC, the steady increase in revenues would cover the increase proposed by the Association.

The SLEC contends that the State has significant revenues and flexibility and the impact on the taxpayer would be insignificant. At the same time, an award of its position would reward "underpaid State workers" for their

professionalism and dedication with “no appreciable negative effects” on the residents and taxpayers of New Jersey.

Acknowledging that the cost of living data is somewhat below its position, the SLEC is mindful that it is only one of eight criteria and should not be a key consideration. According to the SLEC, cost of living data should be considered only as an indicator, but should not be controlling. Pointing out that when the cost of living was at or near double digits, employees did not receive increases that matched the level of increases in the cost of living. Likewise, the SLEC urges that employees should not now receive increases identical in value to increases in the cost of living. Suggesting that the State’s view of the importance of the cost of living is situational, the SLEC questions whether the State would rely on increases in the cost of living if they were as high as they once were. Asserting that its members are already paid below the average salaries for comparable bargaining units, SLEC argues that its members are nonetheless subject to the same cost of living considerations.

Addressing the continuity and stability of employment, the SLEC presses an analogy to private sector bargaining concepts of “area standards” and “prevailing rate.” Again the SLEC argues that such comparison must be made with other police departments. Asserting that settlements with non-police bargaining units are not probative, the SLEC contends that neither party is free to select different job titles for comparison. Rather private sector standards support

its position and further the concept of equal work for equal pay according to the SLEC.

Asserting that it has supported its position with the substantial weight of the credible evidence, the SLEC concludes that several of the groups in the Association earn significantly lower salaries than their municipal and county counterparts, and other groups have taken on increased duties and/or responsibilities without additional benefits. At hearing, the SLEC witnesses identified the other law enforcement agencies with which they work most frequently, as well as those agencies that have lured away trained law enforcement officers with higher compensation. Based upon this evidence, the SLEC maintains that consistent logical application of public or private sector standards for comparison, it has demonstrated that its final offer is justified.

### **The State of New Jersey**

The State relies upon a State-wide negotiations package or pattern of settlement as the basis for its position. According to the State, that approach was successfully implemented in 1995 and its adoption here would “further its goal of creating a more balanced and equitable system of collective negotiations for all its employees.” The State contends that its “State Package” would provide wage increases and would eliminate excessive and unjustified benefits. According to the State, its State Package has already been voluntarily agreed to

by over 50,000 state employees including the Internal Affairs Unit employees represented by the PBA. The State cites the testimony of David Collins, Deputy Director, Office of Employee Relations, that each and every employee group has been offered a package that is a four-year agreement with base wage increases and/or equivalent bonus payments of between 13.5% and 14.5%. The State points out that to date, four major non-police employee groups, CWA, AFSCME, IFPTE, and the AFT, have settled for this package voluntarily. These Agreements were submitted into evidence.

The State includes employee contributions to health benefits in its Package and those contributions have been agreed to by all of the State's non-police employee groups. The State points out that civilian employees have been contributing to the cost of the health benefits since civilians voluntarily agreed to pay the difference in the cost of the traditional plan and the average cost to the State of HMO coverage in the previous round of bargaining in 1995. After the 1995 round of bargaining, the HMO and PPO options remained free to employees according to the State. The State also points out that law enforcement groups were not required to contribute to the cost of health benefits as a result of the 1995 round of bargaining. According to the State, its agreements with non-law enforcement units requires that employees contribute 25% of the premium for the traditional plan, 5% of the cost of the premium for HMO coverage beginning July 1, 2000, and employees electing PPO coverage would retain free health benefits. According to the State, its health benefits



proposal also includes a provision which would allow employees who accrue 25 years of service or who retire on disability by July 1, 2000 to retain fully paid health coverage. According to the State's proposal, those who retire between July 1, 2000 and June 30, 2003 would continue to receive HMO or PPO coverage at no cost and would be required to pay 25% toward the cost of the traditional plan.

The State proposes slightly different wage packages for the L unit, consisting of Corrections Officers in both the Department of Corrections and Juvenile Justice and for the F unit, which consists of all non-Corrections titles, including Parole Officers. According to the State this distinction is justified by a contribution it seeks from the L unit, but not from the F unit. Pointing out that during the past round of negotiations the two units received different wage packages, the State asserts that its wage proposals for both units falls within the confines of the State Package.

The State calculates that the proposed 13.5% increase in base wages, similar to that agreed to by AFSCME and IFPTE, over four years proposed for the F unit will cost an additional \$13,267,000 cumulatively over the term of the contract. The State notes that the proposal to the F unit also includes health care contributions, a modification to Association days and a change in the discipline article. Discussing the proposed health care modification, the State points out that only 117 of the 560 PBA members in the F unit are currently

enrolled in the traditional plan, while 296 are in an HMO and 147 are enrolled in the PPO plan. With respect to Association Leave Days, the State proposes that the current practice of allowing union officers to receive a State paid leave of absence be eliminated and replaced with additional paid union leave days. The State also seeks to modify the current requirement in the discipline article that requires that all disciplinary charges be brought within 30 days or be dismissed and to replace the 30 day limit with a six month limit in order to allow the State the opportunity to fully and completely investigate all charges before discipline is brought. The State maintains that its final offer to the F unit does not include bonus payments because it recognizes that they receive higher salaries, as well as that civilian units have been required to contribute to health benefits for the last four years, while this group has not and because the State proposes to eliminate the shift overlap provision for the L unit.

In contrast, for the L unit, the State proposes a 14.5% increase in base wages, similar to the CWA wage package, plus an additional \$500 bonus in year three, health benefit contributions, a modified Association Leave provision and a change in the discipline article. The State calculates that its proposal for the L unit would cost an additional \$134,984,000 cumulatively over the term of the agreement. According to the State its health benefit proposal would require a 25% contribution from those employees in the traditional plan and would effect only the 568 of the 5,609 PBA members in the L unit who are enrolled in the

traditional plan. Another 4,032 are in an HMO and 1,009 are enrolled in the PPO plan.

The State also proposes to eliminate a current provision regarding shift overlap for the L unit. Relying upon the testimony of Philip Whitcomb, Director of the Governor's Office of Employee Relations, the State asserts that elimination of the shift overlap provision would save approximately \$12,849,780 per year in required overtime. The State recounts Director Whitcomb's testimony explaining that the shift overlap provision provides 20 minutes of guaranteed overtime per day to Corrections Officers regardless of whether employees are needed to work. (2T S. Ex. 46). The State explains that its proposal would eliminate the mandatory overtime entitlement and pay employees at the overtime rate only when they are needed to work time over their regular eight-hour day. The State asserts that absent the savings from the shift overlap, the L unit would have been offered the same wage package as the F unit. The State maintains that its offer is consistent with its goal of equal and balanced treatment of all employees.

In contrast, the State asserts that the PBA has presented an offer that ignores the State Package and the contributions shared in by other State employees. Calculating that the PBA's offer of increases to base wages of 6% per year results in a compounded total increase of 26.25% over the four year period without employee contributions. Additionally, the State points out the PBA seeks to add a new longevity program, a new shift differential benefit, additional

clothing allowance, additional overtime benefits, additional time off and additional union business days. The State calculates that in base wages alone, the Union's offer would increase the State's PBA payroll by \$80,000,000 over the contract term. The State reaches this conclusion by taking current payroll for the L and F units of \$300,762,000 and adding 6% per contract year, but does not add in the costs of additional increments, additional overtime or pension increases and is not cumulative. In contrast, the State calculates that its final offer would increase the PBA payroll by approximately \$34,000,000 less than the PBA's proposal. However, the State points out that the PBA has not offered anything in return that might justify the additional wages and benefits it seeks. Rather, the State points out that the SLEC asserts that its members are entitled to the wages and benefits in its proposal. Therefore, the State asserts that this Award should be guided by the settlements achieved by the State and its other employee groups and the State's final offer should be adopted.

Turning specifically to the statutory criteria, the State asserts that when the evidence on all of the statutory criteria is considered fully, its offer on each issue in dispute is the only reasonable position and should be awarded. According to the State, the total wages and benefits of Corrections Officers and other SLEC represented Officers are comparable to other State employees, as well as to the wages and benefits of comparable corrections officer units across the nation and the wages and benefits of public and private sector employees generally. The State asserts that New Jersey Corrections Officers are better

compensated than any other State employee group, they rank at the top of Corrections Officers nation-wide and earn more than public and private sector employees generally.

Comparing the wages and benefits provided to PBA members with those received by other State employees, the State asserts that the evidence shows that they earn more than other State employees. According to the State, a Senior Corrections Officer earns higher base wages than other civilian employees in comparable or higher title ranges. This disparity is highlighted by the fact that in 1991 Senior Corrections Officers were paid the same as or less than employees in comparable ranges.<sup>2</sup> The following table provided by the State provides examples of the wage disparity since 1981.

#### **Wage Ranges 1981 - 1998**

<b>Title</b>	<b>Step 1 1981</b>	<b>Step 9 1998</b>	<b>Compounded Increase</b>
Senior Correction Officer (Range 18)	\$14,748	\$52,126	\$37,378 253%
Operating Engineer, HVAC (Range 18)	\$14,748	\$40,172	\$25,424 172%
Senior Medical Security Officer (Range 18)	\$14,748	\$40,172	\$25,424 172%
Graduate Nurse (Range 19)	\$15,486	\$42,134	\$26,648 172%
Instructor 2, 12 Months (Range 20)	\$16,260	\$44,147	\$22,887

<sup>2</sup> The history of these disparities, as explained by the State, is that in the late 1970's and early 1980's Corrections Officers were paid the same as or less than employees in comparable ranges. In 1981, the Hay System was adopted and all job titles in State employment were given a numerical range based upon job content, required skills, knowledge, training, work atmosphere, and overall job desirability and worth. According to the State, the Hay System remains in use, but the intent to equalize pay between comparable jobs has been skewed by the results of collective negotiations.

When looking at average salary on a bargaining unit-wide basis, the State asserts that the same disparity is apparent. Comparing average base salaries as of April 6, 2000, the State provides the following chart to illustrate its point.

#### **Average Salaries State Bargaining Units**

A Unit Administrative and Clerical (CWA)	\$31,185.42
C Unit Crafts (IFPTE)	\$36,832.80
<b>F Unit</b> <b>PBA Non-Corrections (SLEC)</b>	<b>\$50,880.91</b> (does not include 7/1/99 increase)
H Unit Health Care (AFSCME)	\$29,542.44
I Unit Inspection and Security (IFPTE)	\$35,578.52
<b>L Unit</b> <b>Corrections (SLEC)</b>	<b>\$47,049.70</b> (does not include 7/1/99 increase)
O Unit Operations Maintenance (IFPTE)	\$28,270.20
P Unit Professional (CWA)	\$47,966.97
R Unit Primary Level Supervisors (CWA)	\$47,047.59

The State adds that the base salary comparison does not include overtime compensation and average annual overtime compensation received by Corrections Officers is \$10,465.48, which results in average compensation including overtime of \$57,049.70. According to the State, other State employees do not receive comparable amounts of overtime.

The State maintains that the present wage disparity between PBA members and other State employees makes any increase in excess of its final offer unjustified and would exacerbate the existing salary difference between Police and civilian employees. Therefore, the State contends that its proposal is consistent with the settlements agreed upon by other State bargaining units, including the PBA Internal Affairs Officers within the Department of Corrections. To illustrate the consistency of its proposal with the State Package, the State provided the following chart of its base wage increase settlements with other bargaining units.

#### **Wage Increases Included in State Settlements**

	<b>CWA</b>	<b>AFSCME</b>	<b>IFPTE</b>	<b>PBA (INTERNAL AFFAIRS)</b>	<b>STATE OFFER PBA (L UNIT)</b>	<b>PBA (F UNIT)</b>
<b>FY 1999</b>	2.5%	2.5%	2.5%	2.5%	2.5%	2.0%
<b>FY 2000</b>	2.0% (7/00) 1.5% (1/01)	2.5%	3.0%	2.0% (7/00) 1.5% (1/01)	2.0% (7/00) 1.5% (1/01)	3.0%
<b>FY 2001</b>	2.0% (7/01) 2.0% (1/02)	2.0% (7/01) 2.0% (1/02)	2.0% (7/01) 2.0% (1/02)	2.0% (7/01) 2.0% (1/02)	2.0% (7/01) 2.0% (1/02)	2.0% (7/01) 2.0% (1/02)
<b>FY 2002</b>	2.0% (7/02) 2.5% (1/03)	2.0% (7/02) 2.5% (1/03)	2.0% (7/02) 2.5% (1/03)	2.0% (7/02) 2.5% (1/03)	2.0% (7/02) 2.5% (1/03)	2.0% (7/02) 2.5% (1/03)
<b>TOTAL</b>	<b>14.5%</b>	<b>13.5%</b>	<b>14.0%</b>	<b>14.5%</b>	<b>14.5%</b>	<b>13.5%</b>

The State notes that for each bargaining unit, the increases were offset by cost savings resulting from contributions to health benefits. Additionally, the State points out that certain cash bonuses were added to the increases. They include a \$450.00 cash bonus to AFSCME and IFPTE members in 1999 and 2000, a cash payment to AFSME members earning under \$30,000. The State also notes that it has proposed a \$500.00 bonus to L Unit members in recognition of its

proposal to eliminate the shift overlap. The State contrasts its proposals with the Union's proposal to increase base wages by 6% per year for four years or 24% over the term of the contract. Noting that the Union also seeks a step reduction and a new longevity benefit, the State maintains that the Union has not provided justification for deviation from the State Package. Instead, the Union points out that the State has historically given more to law enforcement units than to civilian employees. The State acknowledges the accuracy of that statement, but points out that it has led to an inequitable situation where Corrections Officers receive greater compensation in terms of base wages, overtime and clothing allowance than their civilian counterparts. While not looking to reduce the relative standing of SLEC members compared to their non-law enforcement counterparts, the State seeks to maintain the current spread rather than to see it increase. Therefore, according to the State, it seeks to keep all employees, both law enforcement and civilian, within the confines of the State package in an attempt to "balance the need to keep salaries in line with reality with the desire to treat all employees fairly."

Noting that the balance created by the State Package has been recognized by several arbitrators, the State cites the award of Interest Arbitrator J.J. Pierson in the last round of bargaining, where he gave increases in excess of the State Package only when such increases were justified by employee contributions in other areas. Citing Arbitrator Pierson's award, the State asserts that the higher percentage increases in the third and fourth years of the last



agreement were in consideration for modifications to shift overlap resulting in mandatory overtime reductions and savings to the State. In support, the State relies upon Arbitrator Pierson's award as follows:

The consideration of wage increase must exceed the State Pattern as settled by other State bargaining units in light of the significant concessions of shift overlap. While the State will recognize a real savings in overtime pay, a portion of those savings should be allocated back to expand the PBA salary increases as generated by those savings.

The State also cites the State Troopers interest arbitration award tying the wage package to future cost savings.

Responding to the PBA's assertion that higher increases have been earned because their workload has increased, the State asserts that the inmate to officer ratio has decreased over the past 16 years. Additionally, the State argues that the inmate to officer ratio in New Jersey is better than that maintained by similar institutions across the country. The State compares the ratio of one Correction Officer to each 5.22 inmates in New Jersey in 1983 to the ratio of one Correction Officer to each 4.77 inmates in New Jersey in 1999. (2T. 58). According to the State that constitutes a decrease of almost 10% over the 16-year period. Additionally, the State relies upon the testimony of Donald Doherty, Director of Employee Relations for the Department of Corrections, the ratio has decreased further because in 1983 recruits were included in the ratio and in 1999 they were not. The State also notes that the parole census has

decreased from 15,955 in 1998 to 12,933 in 2000. Reviewing data nationwide, New Jersey points out that the average inmate to officer ratio is 5.6, and based upon this data, New Jersey's ratio is near the top.

Addressing settlements with other State entities, including UMDNJ and Rutgers, the State relies upon the testimony of David Collins that these settlements have been either at or below the State Package and have included the health benefit contributions agreed to by CWA, AFSCME, IFPTE, and PBA, Internal Affairs. Therefore, the State asserts, as in the last round, the State Package has been agreed to without exception.

Turning to settlements among comparable employees, the State compares its proposal to the wages, hours and conditions of employment enjoyed by comparable corrections organizations across the country and by County Corrections Officers in New Jersey. The State notes that its Corrections Officers perform work that is directly comparable to that of corrections officers nationwide. (S. Ex. 3). Based upon its comparison with other state corrections officers, New Jersey asserts that its Corrections Officers are paid far more than corrections officers nationwide (S. Ex. 14). The State points out that the only state with higher maximum salary for corrections officers is Alaska and that the maximum salary for New Jersey Corrections Officers as of January 1, 1998 was \$50,364. The State compares this maximum to the average maximum salary nationwide of \$30,004 and calculates that New Jersey's maximum salary is

\$26,360 above the average. The State calculates further that its Corrections Officers earn approximately 50% more in base pay than the national average. Comparing the maximum salaries of corrections officers regionally, the State calculates that its Corrections Officers earn the most or \$13,346 more than average. The State asserts that its Corrections Officers also earn the highest starting salaries when compared to corrections officers nationwide. The State also asserts that its Corrections Officers earn more than the average top step county corrections officer. (S. Exs. 30A - 30T).

Addressing comparison with private sector employment, the State contends that its Corrections Officers and other SLEC members earn salaries far in excess of those earned by non-supervisory, non-professional private sector employees. Additionally, the State contends that its law enforcement employees earn more than a significant number of professional occupations requiring advanced degrees, including teachers, accountants, auditors, assessors, computer specialists and social workers. (S. Ex. 13). The State points out that these private sector employees generally do not receive significant amounts of overtime or enjoy the level of health benefits enjoyed by its law enforcement employees.

The State asserts that its final offer would allow PBA members to continue to outpace the cost of living. According to the State, members of the SLEC bargaining unit have significantly outpaced the cost of living over the past 18

years and would continue to stay ahead in real dollars under the State's final offer. The State maintains that since 1981 PBA members' base increases have outpaced increases in the CPI by 32.1% or by an average of 1.78% per year (S. Ex. 16a - 16d). In contrast, the State points out that State employees in the AFSCME, CWA and IFPTE bargaining units received increases of 7.7% in excess of the CPI, or less than one half of one percent per year. The State also points out that when step increases are compounded with base salary increases Corrections Officers' salaries have outpaced the cost of living by 253% from 1981 through 1998. For example, a Step 1 Correction Officer hired in 1981 received a base salary of \$14,748 and in 1998, that same officer, who would then be at top step, earned \$52,126, or an increase of \$37,378 or 253% in 18 years. The State calculates that that Correction Officer's salary increased by an average of 14% per year. In contrast, the State points out that over the same period, the CPI increased by 71.9%, and therefore, PBA members received an increase of 181% in real dollars.

The State argues that the continuity and stability of employment would be eroded an award beyond its final offer is awarded. The State notes that the PBA has not provided evidence that Corrections Officers or other unit members might leave State employment in search of better wages and benefits. The PBA acknowledges that Palisades Interstate Parkway Police Officer Walter Siri, Jr. testified that approximately 87% of those leaving the Parkway Police did so for financial reasons. However, the State asserts that this number included

individuals who were promoted out of the bargaining unit in to supervisory positions, as well as officers leaving to pursue other careers and the actual number of officers leaving for better paying jobs in law enforcement is unclear. As a result, the State urges that little weight be given to that testimony. In contrast, the State cite the Corrections Yearbook which shows that the 3.4% of Corrections Officers leaving New Jersey State institutions in 1997 was significantly below the national average of 14.9%.

In assessing the interest and welfare of the public, the State, citing Hillsdale PBA, Local 207 v. Borough of Hillsdale, asserts that great must be accorded to the decisions of elected representatives as to how to best spend and prioritize available public resources. In this instance, the State argues that it has determined that it is in the best interest and welfare of the public to maintain equity among its employees in terms of percentage increases and other terms and conditions of employment. In support of this argument, the State cites the Interest Arbitration Award covering this bargaining unit in the 1995 round in which Interest Arbitrator J.J. Pierson stated:

The State has taken affirmative steps in considering the interests and welfare of the public by drawing on a strategy of uniform economic proposals to develop consistency of results.

Arbitrator Pierson continued:

In this Arbitrator's opinion, the State has demonstrated a concerted effort to lessen the economic impact on the taxpayer by offering each bargaining unit a consistent and uniform economic proposal. The strategy of the State (to effectuate fiscal stability by standardizing the economic proposal to each bargaining unit) ... has been productive, and the interests and welfare of the public have been well pursued by the State.

According to the State, the circumstances have not changed and it remains in the interest and welfare of the public to maintain equity among bargaining units in terms of economic increases and employee contributions. Therefore, the State contends that its final offer which is consistent with its settlements with other employee groups is mandated.

The State also maintains that it is in the interest and welfare of the public to eliminate benefits being applied without logical basis, such as the shift overlap. According to the State, the shift overlap pays Corrections Officers an extra 20 minutes of overtime per day regardless of whether the officer is actually needed to work, and that benefit is a "dinosaur in an effective and efficient operation." In contrast, the State proposes to eliminate shift overlap and to pay overtime to Corrections Officers who need to work beyond their regularly scheduled shift on a minute by minute basis. According to the State, such a practice is more reasonable and better serves the public.

The State also highlights fully paid release time for PBA officers to attend to union business, a benefit currently enjoyed only by this bargaining unit. The State asserts that it can not justify such a benefit. As an alternative, the State

proposes that this issue be covered by its proposed union leave provision which is the same as language included in the CWA, IFPTE, AFSCME, STFA, NCO and Internal Affairs contracts. The State maintains that if the Union wants its officers to receive a fully paid leave of absence for day to day union business, it should be funded from union coffers, rather than by the taxpayers.

The State also asserts that it has determined that it is in the interest and welfare of the public to increase the time in which it has to bring disciplinary charges against officers. At present, 30 days is permitted to bring such charges and the State seeks to increase the time limit to six months. The State notes that in the last round of bargaining, Arbitrator Pierson reduced the time limit from six months to 30 days without analysis or realization of the negative impact upon operations. The State seeks to return to the previous provision for six months. According to the State, the current 30-day period does not permit enough time for the State to investigate fully before having to bring or refrain from bringing disciplinary charges. The State points out that in certain disciplinary procedures the State has a 45-day investigation period. The State cites allegation of sexual harassment as an area where the State has a 45-day investigation period. The State argues that the current 30-day period is a disservice to the public because it either results in the State being prevented from bringing legitimate disciplinary charges or the State is forced to bring charges before completing its investigation.

The State maintains that over 50,000 of its employees have recognized its determination of its budget priorities and its need for uniformity. The State contents that there is no reason to deviate from the established pattern in this case and the PBA's final offer should be rejected in its entirety. Pointing out that the demands for 4% base wage increases, step reduction, a new longevity benefit, a new shift differential, increases in leave time for association activity and increases in clothing allowance have not been justified, the State urges their rejection.

The State also argues that the Union's proposal to schedule appointments during working hours to answer questions concerning fringe benefits is not justified. According to the State, the Union has not offered justification for this proposal and has not demonstrated that employees were not provided with necessary information when it was requested.

Regarding the SLEC's proposals to modify the grievance procedure by eliminating the distinction between "A1" and "A2" grievances, eliminating the statement that settlements are non-binding precedent; adding a provision requiring that charges be dismissed if a grievance hearing is not scheduled within 20 days; and referring Step 3 grievances to a PERC panel, the State asserts that no evidence has been introduced supporting these proposals. The State asserts that the grievance proposals have not been adequately justified and should be rejected.



The State also points out that the Union has not provided justification for its proposals to permit unlimited vacation fragmentation and utilization solely at the employee's request. The State asserts that the Union did not even define what it means by "vacation fragmentation" and absent an understanding of the proposed change, it can not be awarded.

The State also urges rejection of the SLEC's proposal that absences due to a death in the immediate family not be counted against an employee's sick leave bank. According to the State this would result in a new bereavement leave benefit and would grant a new benefit to PBA members not provided to other units with paid sick leave.

Finally, the State urges rejection of the proposal for additional overtime benefits. The new benefits sought include: (1) overtime pay for work on holidays; (2) overtime pay whenever an officer is not granted at least 16 hours of time off between scheduled shifts; (3) a four-hour minimum for all scheduled overtime not contiguous to scheduled shifts; (4) overtime pay whenever a minimum ratio of officers to inmates is not maintained or when post trick levels are not maintained at December 31, 1995 levels. According to the State these proposed benefits have not been justified by evidence and the cost of these proposals has not been presented. Given that these proposals could have significant monetary effects on the State's budget, they should not be awarded

absent justification as to their necessity. Additionally, the State points out that it deems many of these proposals to be non-negotiable. Although it has not filed a scope petition, the State has reserved its right to do so in the future.

### **DISCUSSION**

As stated above, I am required to issue an award based upon a reasonable determination of all issues in dispute after giving due weight to the statutory criteria which I judge relevant. The State and the SLEC have articulated fully their positions on the issues and have presented testimony and submitted evidence and argument on each statutory criterion to support their respective positions. The evidence and arguments have been expertly advanced by respective counsel and have been carefully reviewed, considered and weighed.

I have considered the statutory criteria and conclude that all are relevant to the resolution of the dispute, although, as set forth below, not all have been accorded equal weight. As required by law, I have also decided the total net annual economic changes for each year of the award.

Initially, I note that several issues remain in dispute. One principle which is ordinarily and traditionally considered in the determination of wages, hours and conditions of employment through the bargaining process is that a party seeking

such change bears the burden of showing the need for such modification. I apply that principle to the analysis of each issue.

I conclude that the need for modification has been demonstrated with respect to non-economic proposals concerning leave for Association activity and the deadline for filing disciplinary charges. Other non-economic proposals: to subject withholding of a pay increment to binding arbitration, other amendments to the grievance procedure, elimination of limits on vacation fragmentation, provision for improved fringe benefit information and provision of bereavement leave are not supported by substantial credible evidence and have not been awarded.

The SLEC proposes to permit binding arbitration of the withholding of a pay increment and of an "A2" grievance. An "A2" grievance is "a claimed violation, mis-interpretation, or mis-application of the rules or regulations, existing policy, agreements, administrative decisions, or laws, applicable to the agency or Department which employs the grievant affecting the terms and conditions of employment." The SLEC also proposes changes that would result in the creation of precedent from the resolution of grievances at lower steps of the grievance procedure, to eliminate the permanent panel of arbitrators and to replace it with the PERC grievance arbitration panel. In order to evaluate the merits of these proposals, a review of the parties' practices under the existing procedures is required. The record does not reflect difficulties arising from the current

grievance provisions. This weighs against awarding modifications. Additionally, I believe that absent evidence of problems, grievance procedures are best modified by the agreement of the parties. For these reasons, the SLEC's proposals to modify the grievance procedure are denied.

The vacation provisions of the parties' agreement includes limits on using vacation days singly and using vacation weeks in groups of three during certain months of the year. The PBA would eliminate these scheduling restrictions and permit vacation utilization based upon the employee's request and subject to the employer's prior approval. The current limitations are designed to permit employees to schedule vacations fairly and at the same time to ensure that sufficient employees are scheduled to cover the work at all times. Elimination of scheduling limitations could result in scheduling problems, particularly during the summer months and during holiday times and could result in understaffing or excessive overtime. Given the relationship between the job functions and the interest or welfare of the public, such modification is not warranted and the proposal is denied.

At present, Article X, paragraph E provides that, "the State shall provide a booklet describing the health benefits program, the life insurance and pension program and similar and available publications to each employee upon request and to all new employees when hired." The SLEC seeks to amend this provision to provide for individual appointments during the workday with a personnel

designee to answer questions that may arise. In the event that an employee does not work during periods corresponding to the personnel department, then the State would make arrangements for such meeting. The State points out that there is no evidence that employees who have sought information and have not received the information and that there is no justification for this proposal. In the absence of a demonstrated need for a change in the current provision, this proposal is denied.

The SLEC has proposed modifications to paragraph D of the Sick Leave provisions. Its proposal would allow an employee who suffers a death in the immediate family to take bereavement leave without loss of regular compensation or chargeability against any other available time bank. Section D provides that an employee who has used his or her available sick time may take leave without pay or may use available vacation time or administrative leave time to be off for the period of bereavement. The State contends that the PBA's proposal would create a new bereavement policy that does not exist for any other employee group. The State asserts that this proposal is not necessary because the SLEC's proposal must be considered in light of the 15 sick days earned annually, three annual administrative leave days, and the vacation allowance of between 12 and 25 days annually depending upon length of service. Given the leave time available in various categories, the State contends that it is reasonable to require that those employees who exhaust their sick leave turn to their vacation or administrative leave allotments at times of bereavement. In light

of the leave provisions already included in the parties' agreement and the absence of a reasonable cost estimate for this proposal, I conclude that additional paid non-chargeable time off for bereavement is not justified during this Agreement. The SLEC's proposal to amend paragraph D of Article XXI is therefore denied.

At present, PBA officers enjoy fully paid release time to attend to day to day union business. Article VIII(B) provides:

#### Association Activity with Pay

The State agrees that during working hours, on its premises and without loss of pay, properly designated and mutually agreed upon Association representatives shall be allowed to:

1. represent employees in the negotiating unit at grievance proceedings,
2. submit association notices for posting,
3. attend negotiating meetings if designated as a member of the negotiating team to a maximum of two (2) employees per local. Where exception is required, a request for one (1) additional employee can be made and may be approved based on the appropriateness of the request to the issues being negotiated. If sub-unit negotiations occur, the number of P.B.A. representatives will be determined by mutual agreement,
4. attend scheduled meetings with the State and its representatives concerning application of the Agreement.

The accredited Association representative shall provide reasonable notification to his supervisor and to the appointing authority whenever he wishes to transact Association business on State time.

In addition, there are established practices in connection with release time due to the many sub-groups which exist in this negotiations unit. The State's proposal is directed to effect only PBA Local 105 and is not intended to effect JJC or other bargaining units which enjoy prior terms and practices. The State would eliminate this provision for unlimited paid leave time and replace it with more generous union leave in Article XXVI, which covers leave for Association activity. The SLEC would add an additional one hundred annual leave days for association activity to Article XXVI. Review of other State contracts shows that only the SLEC is entitled to unlimited paid leave for union business. A reasonable limitation on paid leave for Association business would provide SLEC with a benefit similar to that provided to other unions representing State employees and, if liberally stated, would not hinder the PBA in its efforts to represent its members. The State's agreement with the CWA provides a total of 735 days per year of paid union leave. (S. Ex. 4). The State proposes to provide the SLEC with a total of 800 days of paid union leave per year. Such a modification would balance the PBA's need to represent its employees with the State's interest in cost savings and efficiency and would therefore be in the interest and welfare of the public.

For these reasons, the Agreement shall be modified. For JJC and other bargaining units except PBA Local 105, leave time shall continue under the prior terms and practices. Article XXVI shall be revised to reflect that the release of Senior Correction Officers who are on duty to work at 17 North Willow Street

during their work shift shall cease effective June 30, 2000. Effective July 1, 2000, Senior Correction Officers who are released from duty to partake in Union business shall be released pursuant to Article XXVI only. The new Article XXVI shall read as follows:

ARTICLE XXVI: Leave for Association Activity

- A. 1. The State agrees to provide leaves of absence with pay for designees of the Association to attend Association activities. A total of 155 days of such leave may be used in the year July 1, 1999 to June 30, 2000; 800 days during the period July 1, 2000 to June 30, 2001; 800 days during the period July 1, 2001 to June 30, 2002; and 800 days during the period of July 1, 2002 to June 30, 2003.
- 2. The total number of days of such leave which may be used in each year shall be exclusive of leave provided under the provisions of New Jersey law and ordinarily granted under that statute.
- B. This leave is to be used for participation in appropriate Association activity for which appropriate approval by the State is required. Such approval will not be unreasonably withheld.
- C. 1. Application for the use of such leave on behalf of the designees of the Association shall be made in writing fourteen (14) days in advance by the Association President to the Office of Employee Relations.
- 2. Timely requests for such leave will be approved based upon the condition that the employee's absence will not cause undue hardship or the inability of the work unit to function effectively. When possible, work schedules will be adjusted to eliminate this problem.
- 3. Leaves will be granted to individuals authorized by the President.
- D. Any leave not utilized in a yearly period shall not be accumulated except where a written request of the Association for carry over of such law enforcement leave for a particular purpose is made not later than thirty (30) days prior to the end of the year period. This



request may be approved in whole or in part by the State. These procedures shall be managed by the Office of Employee Relations (OER).

- E. In addition, the State agrees to provide leaves of absence without pay for designees of the Association to attend Association activities approved by the State. A total of 130 days of such leave of absence without pay may be used during the period July 1, 1999 to June 30, 2000; 400 days of leave of absence without pay during the period of July 1, 2000 to June 30, 2001; 400 days during the period July 1, 2001 to June 30, 2002; and 400 days during the period July 1, 2002 to June 30, 2003.

This additional leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with the leaves of absence with pay.

The State seeks to increase the deadline for filing disciplinary charges from 30 days to six months. According to the State the six-month deadline was reduced to 30 days as a result of the last interest arbitration award and the new deadline has resulted in hardship and inequities. Specifically, some State investigations require longer time periods including investigations for allegations of sexual harassment. As a result, disciplinary charges must either be filed prematurely before the investigation is completed or may not be filed at all because the investigation is not complete. Therefore, the State seeks to return to the previous six-month deadline. The SLEC has not disputed the State's factual contentions concerning this provision.

The record supports the State's contentions that the reduction from six months to 30 days was too steep and that the present 30-day deadline does not provide the State with sufficient time to complete its investigations before filing

disciplinary charges. However, the record also reflects that the State is able to complete its investigations within 45 days, in cases such as those involving sexual harassment allegations. As a result, the State's proposal to increase the deadline for filing charges to six months is excessive. Sound policy requires that the charged employee has a legitimate need to defend himself or herself and there is a need to resolve disciplinary complaints as expeditiously as possible. Therefore, a modification to the present deadline for filing disciplinary charges to 60 days would balance the State's need to have adequate time to complete its investigation without creating a loss of due process to the charged employee. Therefore, the State's proposal to revise Article XII, Section H4 is granted to the extent that the deadline is extended but denied to the extent that the deadline is extended to 60 days rather than six months.

Several economic issues in addition to salary have been proposed. The SLEC proposed to create a new longevity benefit that would provide one percent of base compensation for each four years of completed law enforcement service. The SLEC also proposes that longevity pay would be folded in for the computation of all pay and benefits. Although longevity pay is common for municipal law enforcement officers, longevity benefits are not provided to other State law enforcement officers. Neither the State Troopers nor the Internal Affairs investigators receive longevity benefits. Notwithstanding the merits of these points, the cost of creating a longevity benefit as proposed by the PBA would cause a net economic change to this Award which is excessive and not

warranted and could only be reasonably considered at the sharp expense of the across-the-board wage increases. The significant ongoing cost factor weighs heavily against the addition of a longevity benefit and this proposal is denied.

The SLEC would also add a 7% shift differential be added for all work done between the hours of 9:00 p.m. and 7:00 a.m. At this time, there is no evidence that the State is having difficulty filling night shifts. The law enforcement work herein requires a 24/7 presence. No other compelling reasons are present which would justify the addition of a shift differential for work between 9:00 p.m. and 7:00 a.m. For these reasons the shift differential proposal is denied.

Both the SLEC and the State propose to modify the overtime provisions of the agreement and the SLEC proposes to improve the uniform allowance.

The SLEC proposes to increase the uniform maintenance allowance for the L unit by \$100.00 annually over the life of the agreement. Testimony indicated that employees in the L Unit now receive an annual clothing allowance totaling \$1610 per year payable half in July and half in December. (2T. 81). Director Doherty testified at the hearing that the corrections officer uniform is currently undergoing revision. (2T 69-70). In recognition of the additional costs associated with the pending uniform changes, increases in the uniform allowance are justified at this time but not to the extent proposed. Therefore, In recognition

of the additional uniform items required to be worn by correction officers, the following modifications shall be made to paragraph 3 of Article XXXIX:

There shall be a \$200 increase over the term of the contract. The increases shall be \$25.00 at the beginning of each fiscal year and an additional \$25.00 at the mid point of each fiscal year.

The increase in the uniform allowance will cost \$289,100 per year for the L Unit.

The PBA would modify Article XXVIII(B)(2) to provide that all scheduled overtime which is not contiguous to scheduled shifts shall be paid at the overtime rate in a minimum of four hour periods. The PBA also proposes that there shall be a minimum of 16 hours of time off between scheduled shifts of work and any violation of that rule shall result in overtime payment. The PBA proposes that all work done on designated holidays shall be paid at the overtime rate. The State proposes to amend the overtime provisions to eliminate the shift overlap.

The record does not reflect circumstances or problems that would be addressed by SLEC's proposals to add overtime payments in the circumstances described in its proposals. There has been no showing of instances of overtime not contiguous to scheduled shifts or required over time resulting in long-term hardship to employees. These proposals are denied. There is also no justification for awarding the additional costs associated with receiving overtime pay on holidays. The Holiday provisions of the agreement already provides that "compensation for hours worked on a holiday shall be in accordance with Merit

System Regulations.” In light of the current provisions for compensation on holidays, the proposal to provide overtime compensation for holiday work is denied.

The State seeks to eliminate the shift overlap. The shift overlap provision currently included in the agreement provides 20 minutes of guaranteed overtime per day but only to Corrections Officers. At present, the 20 minutes of overtime is paid regardless of whether the employees are needed to work. The State seeks to pay mandatory overtime pay to employees at the overtime rate only when they are needed to work beyond a regular eight-hour day. According to Philip Whitcomb, Director of the Governor’s Office of Employee Relations, the elimination of the shift overlap would save the State approximately \$12,849,780 per year, or approximately 25% of its Corrections overtime budget. (2T 83, S-46). Director Whitcomb also testified that there would continue to be some necessary overtime associated with shift overlaps, but that it was not required on a day to day basis. The State proposes to pay Corrections Officers who are required to work overtime for shift overlaps on a minute by minute basis.

The State has established that the elimination of the shift overlap would result in significant cost saving to the State. While overtime worked is required and would remain as paid overtime, the record does not reflect a need for a regular required shift overlap for all Corrections Officers in the absence of work which is required and performed. The amount of overtime pay required to be

budgeted is now of enormous proportion. Elimination of the shift overlap, by removing unnecessary overtime, would create greater efficiencies and is in the interest and welfare of the public. However, the SLEC has pointed out that the elimination of the shift overlap has a financial impact on all Corrections Officers. This argument is persuasive. Reducing overtime by 20 minutes per day would, in effect, reduce their annual compensation. In proposing to eliminate the shift overlap the State is cognizant of the financial repercussions for Corrections Officers accustomed to the supplementary income resulting from receiving 20 minutes of overtime each day. To that end, the State proposes to provide Corrections Officers with enhanced economic benefits in lieu of the shift overlap. As will be discussed later in this Award, additional compensation in recognition for the elimination of the shift overlap is a required *quid pro quo* to deal equitably with employees while allowing the State to enhance efficiency and reduce costs. For these reasons, the State's proposal to eliminate the shift overlap is awarded and Article XXVIII is amended to eliminate Sections H, I and J and to add a new Section H as follows:

Effective July 1, 2000, Senior Correction Officers shall be employed on a normal work schedule of eight (8) hours per day (40 hours per 5 day week). Each officer shall have thirty (30) minutes for meal time within each work shift which shall be duty status.

The overtime provisions of this Agreement shall pertain to all time worked beyond these normal work schedules.

The remaining issues of wages and health insurance are also significant issues. The State and the SLEC have sharp differences over these aspects of

the Award. The State cites a prior interest arbitration decision, the Pierson Award, as requiring adherence to a "State Package." The State Package, which was described by OER Deputy Director David Collins at the hearing, provides salary increases between 13.5% and 14.5% over four years and requires employee contributions to health care coverage. Within the confines of its State Package, the State proposes to provide increases totaling 13.5% to the F Unit and increases totaling 14.5% to the L Unit. In addition, the State proposes to provide employees in the L Unit with a \$500 bonus on July 1, 2001. The State justifies the additional benefits it proposes to provide to the L Unit as recognition for the elimination of the shift overlap. The State also proposes to require employees who elect a health benefits plan other than the New Jersey Managed Care/Point of Service (New Jersey Plus) plan to contribute 25% of the cost of the premium in the case of the traditional plan and 5% in the case of those electing HMO coverage. The SLEC proposes to increase salaries for all of its members by 6.0% in each year of the agreement and to maintain the existing health care coverage with no employee contributions whatsoever.

The State stresses its goal for consistency among State employees and comparison with other State negotiating units who have settled for increases in line with the State Package. The SLEC focuses on the increasing workload and concomitant stresses faced by its members who perform law enforcement work. The SLEC points to comparisons with municipal law enforcement officers throughout New Jersey. It compares the Palisades Parkway Police salaries with

those earned by municipal police in the towns adjacent to the Parkway. Similarly, the SLEC compares municipal salaries to those earned by campus police in Mercer County and other SLEC represented employees at various locations throughout the State. SLEC offers similar support for each PBA local it represents based upon each unique, individual function performed.

In assessing the merits of the State's proposal, substantial consideration must be given to the "State Package" adopted by the civilian bargaining units as well as by the PBA represented Internal Affairs unit. The State accurately quotes the Pierson Award as recognizing the importance of a pattern of settlement and this assertion must be accorded great weight. But the value to be given to the State Package also requires that the elements of that package be measured against all of the statutory criteria. Looking first to other State employees, the State Package provides increases totaling between 13.5% and 14.5% over four years to other State bargaining units. The only State law enforcement settlement is the PBA, Internal Affairs unit, which received 14.5% over four years. That settlement includes a 2.5% increase effective July 1, 1999 followed by a 3.5% increase in FY 2000 (2% effective July 1, 2000 and 1.5% effective January 1, 2001), 4% in FY 2001 (2% effective July 1, 2001 and 2% effective January 1, 2002), and 4.5% in FY 2002 (2% effective July 1, 2002 and 2.5% effective January 1, 2003). The CWA unit also received this settlement. The AFSCME and IFPTE units received 14.0% and 13.5% respectively. Additionally, AFSCME represented employees received a cash bonus in 1999 and AFSCME



represented employees who earn under \$30,000 received an additional \$450 bonus in 2000. IFPTE represented employees received a \$450 cash bonus in both 1999 and 2000.

The SLEC, citing the increased workload of each of the groups of employees it represents, seeks compensation for the increased productivity. The SLEC has presented a persuasive case that its members are faced with greater challenges than in the past. Specifically, the high vacancy rates at some institutions and the high inmate to officer ratios that can occur in some housing units lend support to this argument. Similar evidence of increased productivity by officers in the F unit can be found, for example, in the increased activities of Human Services Police, Weights and Measures Inspectors, State Conservation Officers, and Park Police. Campus Police have expanded responsibilities resulting from the expansion of student housing off campus. The new electronic monitoring program implemented by Parole Officers, and increased number of summonses issued by the Palisades Interstate Parkway Police also demonstrate increased workloads. Meeting these challenges in the course of a normal work day justifies increases somewhat beyond what the state has proposed. For all of the reasons stated below, I conclude that increases for the F Unit be set at the highest levels of the State Package at 14.5% and not 13.5% as the State has proposed.

Based upon this analysis, all of the evidence and arguments submitted, the totality of all elements contained in this Award and after applying the statutory criteria, I have determined that wage increases for the F Unit shall be 2.5% effective July 1, 1999, 2% effective July 1, 2000, 2% effective January 1, 2001, 2% effective July 1, 2001, 2% effective January 1, 2001, 2% effective July 1, 2002 and 2.5% effective January 1, 2003. This yields a total of 14.5% over the four years.

Based upon across-the board salary increases, the Award for the F Unit results in a total net economic change of \$4,187,722 and an annual average of 3.625%. For the F Unit, the salary increases will cost \$746,677 in FY 1999, in FY 2000 the net economic change of the increase is \$846,470, in FY 2001, the net economic change is \$1,191,366, and in FY 2002 the net economic change is \$1,403,209. There is an additional \$420,429 for the F Unit chargeable to FY 2003.

Although wage increases for employees in the L Unit would normally be comparable with those provided for in the F Unit, substantial consideration must be given to the need to provide some compensation offsets for employees who are affected by the loss of the shift overlap benefit. The State's proposal does not sufficiently compensate L Unit employees for the elimination of the shift overlap. Employees in the L Unit have been asked to give up a significant portion of their annual compensation with the elimination of the shift overlap.

Based upon the average salary of \$47,049.70 as of June 30, 1998 for employees in the L Unit, the shift overlap is worth an average of \$2,940.00 per year to each employee. In recognition of this contribution which is awarded here, the State would provide the maximum increase available within the confines of the State package as well as a \$500 bonus in 2001. While recognizing the need to compensate employees for the loss of the shift overlap benefit, the State's proposal, within the confines of the State Package, is insufficient to adequately compensate employees for the elimination of a significant benefit. As a result, for L Unit employees the salary and benefits provided in this award must exceed the salary increases and benefits in the State Package to provide a fair exchange for the elimination of the shift overlap. For this reason I have determined that wage increases for the L Unit shall be 4% effective July 1, 1999, 2% effective July 1, 2000, 2% effective January 1, 2001, 2% effective July 1, 2001, 2% effective January 1, 2002 and 4% effective July 1, 2002. This yields a total of 16.0% over the four years.

Based upon across-the-board salary increases, the Award for the L Unit results in a total net economic change of \$42,955,889 and an annual average of 4%. For the L Unit, the salary increases will cost \$10,847,126 in FY 1999, in FY 2000 the net economic change of the increase is \$8,488,376, in FY 2001, the net economic change is \$11,563,124, and in FY 2002 the net economic change is \$12,030,261, with an additional \$3,067,416 for the L Unit chargeable to FY 2003.

These figures are exclusive of, pre-existing step increases and roll up costs, and assume no resignations, retirements, hiring or promotions.

The wages awarded herein are above that proposed by the State but below that proposed by SLEC. The State's goal of comparability with salary increases among its employees has been given substantial but not controlling weight. The award for the F Unit has been set at the highest level of this pattern. The elimination of a benefit valued as highly as the shift overlap is justification for exceeding the confines of the State Package with respect to the L Unit. No similar contribution is being asked of the employees in the F Unit. The elimination of the shift overlap must provide a reasonable off-setting benefit to effected Officers. The State's offer of a one-time \$500 bonus and a 14.5% increase, while recognizing the need to compensate Officers for elimination of the shift overlap, is inadequate recompense for the loss of this recurring benefit. By providing an additional 1.5% salary increase in the first year of the agreement, this Award provides L Unit employees with an off-setting benefit averaging over \$705 in straight salary alone in the first year of the agreement. The value of this benefit will be compounded by salaries increase from year to year as well as by its impact on overtime and pension calculations. Because the cost of the increased salary award to L Unit employees is offset by the elimination of the shift overlap which results in cost-savings, the total cost of the award to the L Unit employees is nevertheless well within the confines of the State Package.

The terms of this Award also provides increases comparable to those received by other municipal county corrections officers and especially to law enforcement units throughout the State. Although wages herein are not controlled by such increases, they are relevant due to the fact that the vast majority of unit employees are corrections officers. Settlements vary from county to county, but as noted on the chart below, range from 2.9% in 1999 in Cape May County to 5% in Essex County.

**COMPARISON OF COUNTY CORRECTIONS OFFICERS SALARIES**

COUNTY	MAXIMUM BASE SALARY/ YEAR	1999	2000	2001	2002
Atlantic	\$42,000/1999	4.5%	2.2%	3.0%	3.0%
Bergen	\$65,374/1998				
Burlington	\$39,250/1997				
Camden	\$47,026/1999	3%	3%	3.75%	3.75%
Cape May	\$41,880/1999	2.9%	2.9%	2.9%	
Cumberland	\$36,350/1999	3.7%			
Essex	\$54,856/2000	5%	5%	5%	
Gloucester	\$40,737/1999	4.25%	4.25%	3% 1/1/01 2% 7/1/01	2.25%
Hudson	\$52,000/1998				
Hunterdon	\$50,578/2000				
Mercer	\$51,470/1999	2.5% 1/1/99 2% 7/1/99	2.5% 1/1/00 2% 7/1/00	2.5% 1/1/01 2% 7/1/01	
Middlesex	\$50,902/1998				
Monmouth	\$54,665/1999	3%	3%	3%	
Ocean	\$62,350/2001	3.75%	3.75%	3.75%	
Passaic	\$65,623/2002				
Salem	\$31,700/1999	6.3%	2.9%		
Somerset	\$48,956/1997				
Sussex	\$44,016/1999	4%			
Union	\$51,545/1997				
Warren	\$38,776/1999	3.8%			
Average		4.05%	3.5%	3.86%	3.0%

Similar variation exists in 2000 with increases ranging from 2.2% in Atlantic County to 6.3% in Salem County and from 2.9% in Cape May County to 5% in

Essex County again in 2001. In 2002, the three agreements range from 2.25% in Gloucester County to 3.75% in Camden County. Average maximum salaries range from \$36,350 in Cumberland County in 1999 to \$65,623 in Passaic County in 2002. Although direct comparison is not possible for all of the positions subject to this award, the salary increases provided in this award are well within the ranges of increases for corrections officers' salaries throughout the State.

Looking to salaries for corrections officers in neighboring states, this award should permit New Jersey corrections officers to maintain their present status as the highest paid corrections officers when compared to their colleagues in New York, Pennsylvania, and the New England states.

**Maximum and Minimum Compensation for Corrections Officers in  
New Jersey and Comparable States**

	<b>MAXIMUM COMPENSATION</b>	<b>MINIMUM COMPENSATION</b>
New Jersey	\$50,364	\$32,918
Pennsylvania	\$47,024	\$21,657
Massachusetts	\$40,406	\$30,869
Connecticut	\$37,526	\$25,948
New York	\$36,754	\$23,357
Rhode Island	\$36,606	\$25,808
New Hampshire	\$26,426	\$21,143
Maine	\$22,381	\$18,075
<b>Average</b>	<b>\$37,185</b>	<b>\$24,971</b>

This award is also consistent with increases provided to law enforcement officers generally throughout New Jersey. The number of these contracts in evidence are too voluminous in nature to review here. They have all been

considered. A review of these contracts as well as the settlement and interest arbitration award data compiled by PERC demonstrates that this award with average wage increases of 3.625% for the F Unit and of 4% for the L Unit approximate the 3.8% average for Police Officers state-wide as reflected in the PERC data.

I now turn to health benefits. I have already laid out the parties' specific proposals on this issue. The SLEC proposes no change in health benefits while the State proposes to modify the health benefits to be consistent with that negotiated for its non-law enforcement units. A determination on this issue must take into account all of the record evidence dealing with this issue. The State has established a basis for some change due to the history of the last two collective negotiations agreements dealing with non-law enforcement personnel. The extent of that change, however, must also take into consideration the history reflecting differentiation for the State's law enforcement personnel. Consideration must also be given to the significant return to the State of substantial cost savings by correction officers due to the elimination of guaranteed compensation for shift overlap overtime. When all of these considerations are reviewed and weighed, a reasonable determination of this issue emerges as follows. I do not award the change in health benefits during this agreement for Corrections PBA 105 and Juvenile Justice Center (L Unit) employees. Any change in the status quo should be deferred to future negotiations. I also conclude that employees in other bargaining units (F Unit)

should also maintain the same health care provisions now existing. However, effective July 1, 2000, new employees in the F Unit shall be provided with a new health plan set forth as follows:

- A. The State of New Jersey Managed Care/Point of Service (New Jersey Plus) will remain without any premium payment during the term of this Agreement.
- B. Effective July 1, 2000, employees who elect coverage in the Traditional Plan shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission.
- C. Effective July 1, 2000 employees who elect coverage in an HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission.
- D. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be deducted from pay.
- E. The State agrees to assume upon retirement the full cost of Health Benefits coverage for State employees and their dependents for employees who accrue 25 years of pension credit service as provided under the State plan by July 1, 2000 or who retire for disability on the basis of fewer years of pension credit in the State Plan by July 1, 2000. In addition, employees who accrue 25 years of pension credit or retire on a disability retirement during the period July 1, 2000 through June 30, 2003 are eligible to receive the following when they retire:
  - 1) Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ Plus) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.



- 2) Employees in this group who elect to enroll in the Traditional Plan shall pay 25% of the premium costs of the Traditional Plan for health insurance coverage.

The terms of the Award do not conflict with the lawful authority of the employer or will cause an adverse financial impact on the State, its residents or taxpayers. The SLEC points out that the lawful authority of the employer criterion is directed primarily towards county and municipal covered by the CAP Law. The State does not contest this interpretation, but points to the financial impact of an award in excess of its proposal. Therefore, I focus on the financial impact of this award on the State, its residents and taxpayers. The SLEC contends that its package would have a negligible impact on the State's residents and taxpayers. The SLEC asserts that the cost of its proposal would have a minimal impact when considered in light of the Department of Corrections budget which has estimated expenditures for FY 2000 of \$934 million or a \$70 million increase over the previous year. SLEC also points to contributions to various State agencies resulting from the work of its members. The State, through its State package, seeks to effectuate fiscal stability and thereby to limit the impact on the State, its residents and taxpayers. Although the wage positions of the Award exceed the State's proposal, the terms are within the financial parameters of the State Package. For the F Unit, the Award is similar to that provided to CWA represented employees and to the PBA Internal Affairs Unit. For the L Unit, the salary increases are in excess of the State Package. However the additional costs of these benefits are offset by the significant cost savings to result from elimination of the shift overlap.

This Award must be viewed in context of the State's economy which, as described by Governor Whitman, is "booming". When viewed in context of a State budget totaling almost \$20,000,000,000, and a the Department of Corrections budget which totals \$820,000,000, increases totaling \$42,955,889 for the L Unit and \$4,187,722 for the F Unit over four years will result in a minimal impact on the residents and taxpayers and are not unreasonably higher than what the State has proposed. Review of all of the credible evidence on financial and budgetary issues reflects that the State can fund the costs of this Award without adverse impact on its budget or the taxpayers.

I have considered the remaining statutory criteria in rendering this Award. The interest and welfare of the public are served by the terms of this Award for several reasons. It provides labor relations stability by terms of an Award which are consistent with the State Package but also recognize the individual and unique considerations involved with the terms and conditions of employment for the State's law enforcement personnel. New efficiencies and resulting cost savings will accrue from the elimination of unnecessary overtime while offering a wage package to those affected which contains a fair and reasonable offset. The non-economic portions of the Award will also promote the goals of more effective management without compromising the due process rights of the affected employees.

The remaining statutory criteria have been considered but have been given less substantial weight given the nature of the last offers of the parties. The State argues that the rate of increase in the CPI supports its final offer. The SLEC asserts that the CPI must be considered as an indicator only. The State's argument essentially addresses the 6.0% annual increase proposed by SLEC which has not been awarded. Because the terms of the Award are consistent, although not identical, to the State Package, the State's argument with respect to the cost of living has in large part been sustained.

The terms of the Award have also considered the private sector wage data submitted into the record. According to the New Jersey Department of Labor report showing changes in the average wages of private sector jobs covered under the state's unemployment insurance system, comparing wages between 1996 and 1997, the following data is reflected. The overall percentage statewide change was 4.76%. When state, local and federal government figures are added to the private sector data an overall increase of 4.5% is reflected. These figures, while higher than the terms of the Award, have been calculated on average salaries which are substantially less than that received by the PBA members covered by this Award.

The continuity and stability of employment of unit members is also served by the terms of this Award. The wage increases are within the range of comparability for law enforcement personnel and the terms of the Award when

read as a whole will promote rather than diminish the continuity and stability of employment of unit personnel.

Accordingly, I respectfully enter the terms of the Award.

## **AWARD**

1. **Term of Contract:** July 1, 1999 through June 30, 2003.

2. **Wages:**

### **L Unit**

The following increases are added to base salary step retroactive to the effective date:

7/1/99	4%
7/1/00	4% (2.0% payable on 7/1/00; 2.0% payable on 1/1/01)
7/1/01	4% (2.0% payable on 7/1/01; 2.0% payable on 1/1/02)
7/1/02	4%

### **F Unit**

The following increases are added to base salary retroactive to the effective date:

7/1/99	2.5%
7/1/00	3.5% (2.0% payable on 7/1/00, 1.5% payable on 1/1/01)
7/1/01	4.0% (2.0% payable on 7/1/01, 2.0% payable on 1/1/02)
7/1/02	4.5% (2.0% payable on 7/1/02, 2.5% payable on 1/1/03)

3. **Health Benefits:**

Article XXXVIII shall be unchanged for all Corrections Officers in PBA 105 and the Juvenile Justice Center (L Unit) and all employees in the F Unit.

For all employees within the F Unit hired after the date of this Award, modify Article XXXVIII A. to incorporate the following:

- A. The State of New Jersey Managed Care/Point of Service (New Jersey Plus) will remain without any premium payment during the term of this Agreement.
- B. Effective July 1, 2000, employees who elect coverage in the Traditional Plan shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission.
- C. Effective July 1, 2000 employees who elect coverage in an HMO Plan shall pay 5% of the cost of the premium of that

Plan as established by the State Health Benefits Commission.

- D. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be deducted from pay.
- E. The State agrees to assume upon retirement the full cost of Health Benefits coverage for State employees and their dependents for employees who accrue 25 years of pension credit service as provided under the State plan by July 1, 2000 or who retire for disability on the basis of fewer years of pension credit in the State Plan by July 1, 2000. In addition, employees who accrue 25 years of pension credit or retire on a disability retirement during the period July 1, 2000 through June 30, 2003 are eligible to receive the following when they retire:
  - 1) Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ Plus) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.
  - 2) Employees in this group who elect to enroll in the Traditional Plan shall pay 25% of the premium costs of the Traditional Plan for health insurance coverage.

- 4. **Hours of Work:** Eliminate sections H, I and J of Article XXVIII, and add the following as the new Section H:

Effective July 1, 2000, Senior Correction Officers shall be employed on a normal work schedule of eight (8) hours per day (40 hours per 5 day week). Each officer shall have thirty (30) minutes for meal time within each work shift which shall be duty status.

The overtime provisions of this Agreement shall pertain to all time worked beyond these normal work schedules.

- 5. **Union Leave:** For JJC and other bargaining units except PBA Local 105, the provisions of Article XXVI shall continue under the prior terms and practices.

For PBA Local 105, Article XXVI regarding Leave for Association Activity is modified to reflect that the release of Senior Correction Officers who are

on duty, to work at 17 North Willow Street during their work shift shall cease effective June 30, 2000. Effective July 1, 2000, senior Correction Officers who are released from duty to partake in Union business shall be released pursuant to Article XXVI only.

#### ARTICLE XXVI: Leave for Association Activity

- A1. The State agrees to provide leaves of absence with pay for designees of the Association to attend Association activities. A total of 155 days of such leave may be used in the year July 1, 1999 to June 30, 2000; 800 days during the period July 1, 2000 to June 30, 2001; 800 days during the period July 1, 2001 to June 30, 2002; and 800 days during the period of July 1, 2002 to June 30, 2003.
- A2. The total number of days of such leave which may be used in each year shall be exclusive of leave provided under the provisions of New Jersey law and ordinarily granted under that statute.
- B. This leave is to be used for participation in appropriate Association activity for which appropriate approval by the State is required. Such approval will not be unreasonably withheld.
- C1. Application for the use of such leave on behalf of the delegate of officers of the Local designees of the Association shall be made in writing fourteen (14) days in advance by the Association President to the Office of Employee Relations.
- C2. Timely requests for such leave will be approved based upon the condition that the employee's absence will not cause undue hardship or the inability of the work unit to function effectively. When possible, work schedules will be adjusted to eliminate this problem.
- C3. Leaves will be granted to individuals authorized by the President.
- D. Any leave not utilized in a yearly period shall not be accumulated except where a written request of the Association for carry over of such law enforcement leave for a particular purpose is made not later than thirty (30) days prior to the end of the year period. This request may be approved in whole or in part by the State.
- E. In addition, the State agrees to provide leaves of absence without pay for designees of the Association to attend Association activities approved by the State. A total of 130 days of such leave of absence without pay may be used during the period July 1, 1999 to

June 30, 2000, 400 days of leave of absence without pay during the period of July 1, 2000 to June 30, 2001, 400 days during the period July 1, 2001 to June 30, 2002, and 400 days during the period July 1, 2002 to June 30, 2003.

This additional leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with the leave of absence with pay.

6. **Article XII** - Revise Article XII, Section H4 as follows:

All disciplinary charges shall be brought within 45 days of the appointing authority reasonably becoming aware of the offense. In the absence of the institution of the charge within the 45 day time period, the charge shall be dismissed. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed. Charges under EEOC shall be brought within 60 days.

7. **Clothing Allowance**: In recognition of the additional uniform items required to be worn by correction officers, the following modifications shall be made to paragraph 3 of Article XXXIX:

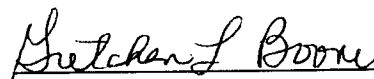
\$200 increase over the term of the contract. The increases shall be \$25.00 at the beginning of each fiscal year and an additional \$25.00 at the mid point of each fiscal year.

Dated: June 30, 2000  
Sea Girt, New Jersey

  
James W. Mastriani

State of New Jersey     }  
County of Monmouth    }ss:

On this 30<sup>th</sup> day of June 2000, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



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