

**NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of Interest Arbitration Between

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**SOMERSET COUNTY BOARD OF  
CHOSEN FREEHOLDERS  
SHERIFF'S OFFICE**

"Public Employer"

-and-

**THE FRATERNAL ORDER OF POLICE,  
LODGE NO. 39**

"Union."

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Docket No. IA-99-89

**INTEREST ARBITRATION  
DECISION  
AND  
AWARD**

**Before  
James W. Mastriani,  
Arbitrator**

**Appearances:**

**For the Employer:**

Judith A. Babinski, Esq.  
Peter J. Russell, Esq.  
Bivona, Cohen, Kunzman, Coley,  
Yospin, Bernstein & DiFrancesco

**For the Union:**

Richard D. Loccke, Esq.  
Loccke & Correia, P.A.

I was appointed arbitrator by the New Jersey Public Employment Relations Commission on April 23, 1999 in accordance with P.L. 1995, c. 425, in this matter involving the County of Somerset Sheriff's Officer ("County") and the FOP, Lodge 39 (the "FOP"). Pre-arbitration mediation was held on June 15 and July 8, 1999. Because the impasse was not resolved, formal interest arbitration hearings were held on August 16, 1999 at which the parties examined witnesses and introduced evidence. Post-hearing briefs were submitted on September 20, 1999. 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 which he believes represents the most reasonable determination of the issues in dispute.

The FOP represents all Sheriff's Officers below the rank of Sergeant. There are 37 Officers in the unit.

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

Before beginning the formal hearing, the County and the FOP submitted the following final offers:

## THE FOP

### Economic Issues

#### 1. Wages

Effective January 1, 1999	6% across the board
Effective January 1, 2000	6% across the board
Effective January 1, 2001	6% across the board

#### 2. Reduction in Steps

The FOP proposes a reduction in the number of steps in the salary scale by three.

#### 3. Longevity

The FOP proposes an across the board two percent (2%) increase in the current longevity program. The FOP proposes that the maximum benefit be modified so as to be available at the completion of 24 years of service.

#### 4. Clothing Allowance

The FOP proposes to increase the clothing allowance by \$100 per year. The FOP proposes that the clothing allowance be folded into base pay.

### Non-Economic Issues

#### 5. Personnel Files

The FOP seeks to modify Article XXVIII regarding personnel files to provide:

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Employer, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Employer or his designated representative.

Whenever a written complaint concerning an officer or his action is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

#### **6. Replacements**

The FOP seeks to add the following language on the use of replacements:

No full time employee covered by this Agreement shall be replaced by any non-police officer, part-time or other personnel.

No post presently filled by a full-time employee covered by this Agreement shall be covered by any non-police officer, part-time or other personnel.

#### **7. Preservation of rights**

The FOP proposes the following new language be added to the Agreement:

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Somerset County Sheriff's Department which benefits, rights, duties, obligations and conditions of employment are not specifically set forth in this Agreement shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

### **SOMERSET COUNTY SHERIFF'S OFFICE**

1. **Wages**

Effective January 1, 1999	2% across the board
Effective January 1, 2000	2% across the board
Effective January 1, 2001	2% across the board

2. **Meal Allowance**

The Sheriff's Office proposes to replace subsections (A) through (C) of Article XVIII, Section 18.1 of the Agreement with the following provisions:

- (A) \$4.50 for breakfast (if Officer is out of County between 7:00 a.m. and 9:00 a.m. and has been on duty for at least four (4) hours before eating the meal.
- (B) \$6.50 for lunch (if Officer is out of County between 11:00 a.m. and 1:00 p.m. and has been on duty for at least four (4) hours before eating the meal.
- (C) \$12.50 for dinner (if Officer is out of County between 5:30 p.m. and 7:00 p.m. and has been on duty for at least four (4) hours before eating the meal.

3. Pager Duty

The Sheriff's Office seeks to modify Article XXXV by expressly incorporating the terms and conditions contained in Schedule B - Memorandum of Agreement attached to the January 1, 1995 through December 31, 1998 Agreement. The Sheriff's Office seeks to modify paragraph 2 of that the Memorandum of Agreement by adding after the third sentence the following:

Officers who are working the afternoon and midnight shifts cannot sign up for pager duty.

**Non-Economic Issue**

Call-in Time

The County seeks to modify Article VI, Section 6.2 of the Agreement by deleting the phrase "that the pertinent call is made" and by replacing it with "that personal contact is made with the Officer."

The Township and the PBA have offered testimony and considerable documentary evidence in support of their final offers. Witnesses included Sheriff's Officer and FOP, Lodge No. 39 President Mark Szczecina, New Jersey Budget Expert Vincent J. Foti, and Deborah Langer, Director of Human Resources. Numerous County and FOP 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

Somerset County is comprised of 21 municipalities encompassing 305 square miles. It is a growing area with a diverse population with almost 290,000 residents. The number of housing units, as well as commercial space has grown in recent years and ratables have grown accordingly from \$25,466,930,781 in 1997 to \$26,157,904,871 in 1998. Somerset County projects that its local economy will remain strong and it will continue to be "an attractive location for business and families."

The Somerset County Sheriff's Office is included in the County's Department of Public Safety and is responsible for court security, the operation of the county jail and the care and custody of persons incarcerated and committed by the courts. The Sheriff's Office is efficient and productive. Examples of that productivity include exceeding goals for child support collection, a 10 percent increase in warrant activity, and over 500 arrests per year. Between January and September of 1998, the Sheriff's Department provided 1,777 trips for 4,522 inmates or defendants. As the Sheriff's Department noted in a release:

The Somerset County Sheriff's Department takes pride in being considered one of the best in the nation for rounding up deadbeat parents. The cooperation received from local Police Departments has aided the Sheriff's Department in achieving this acknowledgement.

## **POSITIONS OF THE PARTIES**

### **THE FOP**

Stressing the unique status of the Sheriff's Office within the law enforcement scheme, the FOP points out that the Sheriff is a constitutional officer with unique duties. Consequently, Sheriff's Officers have duties unique in law enforcement, including the "duties involved in attending the Courts . . . in serving Court Processes, or in the investigation and apprehension of violators of the law, or in criminal identification, or in ballistics, or in any related work which the Sheriff shall . . . prescribe." N.J.S.A. 40A:9-117.6. Specific responsibilities of Somerset Sheriff's Officers include court room procedures, interview procedures, records maintenance, prisoner maintenance, transporting prisoners, arrest procedures, reporting procedures and duties included in the Special Services Unit, the Warrant Unit, Jury Security, Court Room Security, Strike Scene Duty and general law enforcement duties.

The FOP points to the testimony of its President, Sheriff's Officer Szczecina. He testified to the exceptional record of the Sheriff's Office, as well as to its professionalism and productivity. The FOP asserts that activity in the Sheriff's Office is increasing and cites letters of commendation from the courts, the County Prosecutor and the North Plainfield Police Department. Accordingly,

the FOP observes that the citizens of Somerset County are well-served by the Sheriff's Department and Sheriff's Officers.

However, the FOP expresses concern that the interests and welfare of the public will continue to be well served by the Sheriff's Department. The FOP's concern arises from a high turnover rate. The FOP lists 29 individuals who left the Sheriff's office for other employment since 1990. Only two of these individuals are not employed by other law enforcement agencies, most of them in Somerset County. According to the FOP, in 1998, nine Officers left the Sheriff's Department, all but one remained in law enforcement. In 1999, two additional Officers left the Department for other law enforcement positions and one retired. The FOP calculates that in the last 18 months, the turnover rate was 38% as a result of these resignations. According to the FOP the number of steps to reach top salary and better longevity programs at other law enforcement agencies result in Officers resigning to seek better pay elsewhere. The FOP asserts that the public is suffering a great detriment as a result of the high turnover rate. The FOP also notes that each new officer hired requires recruitment, screening, testing, training in the police academy, further on the job training, and compensating the recruit during the process. The FOP maintains that the cost of this process is lost each time an Officer resigns to work for another law enforcement agency for more money. The FOP considers this a waste of money and detrimental to the interest and welfare of the public. The FOP asserts that its final offer would improve the conditions that lead to the high turnover rate.

Turning to the comparison of wages, hours and conditions of employment with comparable employees, the FOP maintains that the Sheriff's Officers are among the poorest paid in comparable law enforcement. Examining 1998 base wage rates, the FOP maintains that the Sheriff's Officers, with a base wage rate of \$52,166 at maximum earn 7.4% less than average for municipalities in Somerset County. The municipalities used in the FOP's comparison had an average 1998 base salary of \$56,006. The municipalities included in the FOP's comparison are Bernardsville, Bernards Township, Bedminster, Franklin, Bound Brook, Green Brook, Hillsboro, Manville, Montgomery, North Plainfield, Raritan, Somerville and Warren. The FOP points out that Sheriff's Officers work with the police in these municipalities on a daily basis, and often share specific work obligations.

The FOP also compared the number of steps required to reach the top in Somerset County, as well as in all of the municipalities listed above, except Somerville, but including Far Hills, Branchburg, and Watchung. Among those communities the average number of steps required to reach the top was 5.6 and the number of steps ranged from four to seven. In the Sheriff's Office, there are a total of 13 steps. The FOP argues that the number of steps necessary to reach top pay is twice that in Somerset County municipalities and is unjustified. Some step reduction would reduce turnover by providing higher pay more quickly according to the FOP. Stressing that many of the Sheriff's Officers who left

employment with the County are now working as police in other Somerset County jurisdictions, the FOP asserts that the Sheriff's Office should not "serve as the finishing school" for officers graduated from the Police Academy. Additionally, the FOP argues that the pay is too low and it takes too long to reach top pay. In support of this argument, the FOP compares the Somerset County Sheriff's Office to pay provided to Sheriff's Officers in North Jersey. According to the FOP, Sheriff's Officers take 13 steps to reach top pay while Officers in Middlesex take only five. Additionally, Officers in Bergen and Monmouth Counties reach top pay at the ninth step, and in Mercer and Union Counties, at the eighth step. According to the FOP, the average is 7.8 steps. The FOP asserts that reducing the number of steps would support a stable, experienced and career oriented law enforcement agency and its position would support that goal.

The FOP also points out that many municipalities within Somerset County provide superior benefits to their police officers. These benefits include a detective differential, educational incentive, personal days, clothing allowance, deferred compensation and other miscellaneous benefits. The FOP illustrates that such benefits are not static and are constantly improving, by pointing to increases included in recent settlements and interest arbitration awards in Somerset County for 1999, 2000, and 2001. The FOP examined settlements and awards in Bernardsville, Bernards Township, Bedminster, Franklin, Far Hills, Bound Brook, Green Brook, Hillsboro, Montgomery, North Plainfield, Raritan, Watchung, and Warren and calculated that settlements in those communities in

1999 averaged 4.075%. The FOP calculated further that the average increase in those communities in 2000 is 4.23% and in 2001 is 4.25%. Calculating further that the total average increase in these communities during that period is 12.55%, the FOP adds the 7.4% which the FOP calculates would be needed to attain the average salary for 1998 and calculates that a total increase of 19.95% is necessary. Dividing that increase evenly over three years, the FOP calculates further that increases of 6.65% annually would be necessary to attain the average salary. Based upon that figure, the FOP argues that its final offer would not even raise the Sheriff's Officers to an average top step salary within the County and the County's final offer would guarantee that they continue to lose ground.

The FOP also uses rates of increases in other counties for comparison. The FOP focuses on rates of increase in the Bergen, Mercer, Essex and Sussex County Sheriff's Offices and the Somerset County Corrections Officers. Based on that comparison, the FOP calculates that average increases in 1999 are 4.2%, in 2000, 4.44% and 4.83% in 2001. Adding those increases together, the FOP comes up with a total average increase of 13.47%, to which it adds the 7.4% it calculates is necessary to reach the 1998 average, for a total of 20.87%. The FOP then divides this by the three years of the agreement for an average increase of 6.96%. To catch and retain an average salary among comparable sheriff's officers, the FOP maintains, would require higher increases.

Turning to comparison within Somerset County, the FOP points to the agreement between the Sheriff of Somerset County and the supervisory unit. Noting that the Somerset County Corrections Officers also report to the Sheriff, but through a different chain of command, the FOP asserts that the supervisors, who report through the same chain of command as the Sheriff's Officers are the best source for comparison. That voluntary agreement provides an increase of 4.5% effective January 1, 1999 and another 4.5% effective January 1, 2000. Asserting that the SOA is a "parallel group of employees," the FOP points out that its members work with SOA members on a day to day basis performing many of the same tasks and functions. The FOP also points to a provision in the SOA contract that provides for the reopening of negotiations over wages if a settlement with the FOP would result in less than a ten percent difference in any one year between the highest paid Sheriff's Officer and the lowest paid Superior Officer.

The FOP also points to the \$2,250 in pager duty pay that Sheriff's supervisors receive folded into base pay, and a high rank differential formula. Specifically, the FOP cites Article II of the SOA agreement that provides for a minimum of 10% differential over Officer pay for Sergeants and a 15% differential between Lieutenant and Captain and a 20% differential between Captain and Chief.

Next, the FOP asserts that the agreement between the Somerset County Sheriff and the Corrections Officers for 1999 and 2000 supports its proposal. Noting that the Corrections Officers' chain of command leads to the Sheriff, the FOP points out that all Corrections Officers receive 4% per year and the Supervisors receive 5% for each of the first two years of the Agreement. The FOP also notes that the Corrections Officers' agreement provides for a ten step salary guide, which is three less than in the present Sheriff's Officers' contract. The FOP suggests that this established precedent should be extended to the Sheriff's Officers.

The last comparison within Somerset County that the FOP addresses is the arbitrator's award covering the Somerset County Prosecutor's Office and PBA, Local 307. The FOP points out that wage rates under that contract far exceed those provided to Sheriff's Officers and that the arbitrator created an automatic step guide with six steps for non-supervisory detectives. The FOP contrasts the six-step guide with the thirteen pay steps on its guide and argues that the arbitrator's award supports its position.

The FOP argues further that the County has not offered proofs with respect to law enforcement comparisons because such comparisons do not support its position.



Responding to the County's emphasis on private sector comparisons, the FOP contends that the best comparisons are made within the public sector, and specifically with police in other jurisdictions. Citing the interest arbitration award by Arbitrator Carl Kurtzman in Borough of River Edge, the FOP argues that the unique statutory obligation and treatment of police justifies higher compensation and that private sector comparisons should not be controlling in this case. Specifically, the FOP asserts that no private sector job compares to that of a police officer. According to the FOP, a New Jersey police officer must be prepared to act and may be armed at all times while within the State. Additionally, the FOP points out that police operate "under a statutorily created public franchise of law enforcement with on and off duty law enforcement hours." The FOP also notes that after age 35, police pensions are not portable and police officers are not free to transfer their skills to policing in other states. The FOP cites several state and federal laws that control the relationship of police officers to their employers. These laws include:

1. Fair Labor Standards Act, 29 U.S.C. § 201 et. seq. (different standards applied to private sector employees and to police.)
2. New Jersey State Wage and Hour Law, N.J.S.A. 34:11-56a et. seq. (does not apply to police).
3. N.J.S.A. 40A:14-118 (specific statutory provisions creating and regulating police departments including powers and duties, specifics for assignment of subordinate personnel and delegation of authority.)
4. N.J.S.A. 40A:14-122 (specific qualifications for police officer employment, as well as provisions for dismissal based upon

absence without cause, statutorily controlled promotional exams, residency requirements.)

5. N.J.S.A. 40A:14-123.1a (sets hiring criteria and order of preference.)
6. N.J.S.A. 40A:14-127.1 (minimum and maximum age restrictions for initial hire and rehire as a police officer)
7. N.J.S.A. 40A:14-127.3 (acceptance into Police Retirement System as a condition of employment)
8. N.J.S.A. 40A:14-131 (statutorily created minimum police salary that is below current minimum wage).
9. N.J.S.A. 40A:14-133 (Police work week shall not exceed six days "except in cases of emergency.")
10. N.J.S.A. 40A:14-134 (extra duty work paid not in excess of time and one-half.)
11. Maximum age of employment for a police officer is age 65.
12. N.J.S.A. 40A:14-147 - 151 (unique hearing and complaint procedure for departmental charges).
13. N.J.S.A. 40A:14-152.1 (power of arrest).

Additionally, the FOP points out that police are specifically exempted from State fire arms laws, and are trained and retrained in police academies. The PBA points out that failure to maintain required training and retraining can lead to loss of certification as a police officer. The FOP maintains that, few if any, of the requirements and regulations covering police officers apply to private sector employees and that private sector employees enjoy many benefits not provided to police. Specifically, the FOP notes that private sector employees are not restricted by a residency requirement. Therefore, a private sector employee may

travel across the country in search of alternate employment while a police officer is restricted by certification to working within the State.

Citing the interest arbitration award by Arbitrator William Weinberg in the Village of Ridgewood, the FOP maintains that local comparisons are more relevant to police wages. Accordingly, the FOP contends that private employment is "an overly generalized category" without the specialized skills and standards required of police. As such, police wages "should be considered on a higher wage plane than private employment generally," according to the FOP.

Noting that the only stipulations of the parties were procedural in nature, the FOP notes that the lawful authority of the employer as covered by the Cap Law is not at issue in this case. Pointing out that the County has not argued that there is a Cap problem, the FOP asserts that Somerset is a wealthy county with an expanding ratable base.

The FOP asserts that an award of its position would have "virtually no perceptible impact on the County's residents and taxpayers. Given the high rate of turnover and the costs of that turnover, the FOP asserts that its final offer, with its goal to reduce turnover would actually save the taxpayers' money. According to the FOP the high double-digit turnover rate results in high training and recruiting costs followed by the recruit leaving the Sheriff's Office in search of better compensation once he becomes an efficient officer. The FOP maintains

that this cycle places a heavy financial burden on the system and that burden would be eased by fewer steps to top pay and a respectable pay rate.

Turning to the financial situation within the County, the FOP asserts that Somerset County is one of the wealthiest in the nation, and median family income in Somerset County is second among the 21 counties in the State. The FOP also notes that per capita income is second only to Morris County in the State. Additionally, the FOP points to the strong and growing tax base in the County. Citing the "7<sup>th</sup> Annual Citizens Guide for the Somerset County Budget," the FOP asserts that the tax base has been increasing while the tax rate has been decreasing. Specifically, the tax rate has dropped from .4533 in 1995 to .4170 in 1998. Additionally, the County has maintained an AAA bond rating and authorized debt has dropped annually with projected authorized debt reduction of 75%. Authorized debt is predicted to drop from \$123,933,390 in 1999 to \$36,522,047 in 2008. As a result, the County predicts that debt service will be reduced significantly from \$21,962,882 in 1999 to \$15,562,000 in 2004. In addition, the results of operations have increased significantly in recent years. In 1997 result of operations showed \$10,384,781 and that increased to \$12,412,784 in 1998. The FOP argues that the total financial picture is healthy and robust.

Additionally, the FOP calculates that the gross salary for the bargaining unit is \$1,042,563 and one percent of that sum equals \$10,425. Based upon

that figure, the FOP maintains that the County has the ability to pay an award of the FOP's full final offer.

Turning to the cost of living criterion, the FOP acknowledges that the cost of living data is below the FOP's proposal. Mindful that the cost of living criterion is only one among eight, the FOP points out that the data is regional, as is the other data supplied by the FOP covering the remaining criteria. Thus, the FOP maintains that the same impact of the cost of living was felt in the other jurisdictions used as comparison. Additionally, the FOP urges consideration of the cost of living as an indicator only. In years when increases in the cost of living were in double digits, salary increases were not. Likewise, the FOP argues, increases should not mirror cost of living increases when they are low.

The FOP also argues that private sector wage increases favor its final offer. Relying upon official data, the FOP points to an overall average increase in wages in the New Jersey private sector in 1998 of 4.78%.

The FOP also asserts that the continuity and stability of employment factor supports its final offer. A turnover rate of 38% is inexcusable according to the FOP and shows that continuity and stability of employment is lacking. Relying upon private sector concepts of "area standards" and "prevailing rate," the FOP asserts that prevailing rates far exceed those being paid to the Sheriff's Officers. Therefore, the FOP urges following the standards set by the Somerset

County Sheriff including increases like those provided to the SOA. The FOP also stresses that SOA employees have single pay rates for each rank and those rates support a reduction in the number of steps for Sheriff's Officers.

Addressing the non-economic proposals, the FOP seeks the addition of language covering personnel files. The FOP maintains that this language would codify certain practices and would guarantee an employee's right to respond to his file where appropriate. The FOP argues that the right to respond to critical comments benefits both the employer and the employee. According to the FOP, the right to respond provides the employee with a cost efficient means of protecting his personnel file and avoids litigation and the attendant costs. From the employer's standpoint, the FOP asserts, the right to respond provides the reviewing authority with the benefit of both sides of a controversy.

The FOP also seeks replacements language to avoid encroachment of ill-trained and non-professional persons. Noting that the specific language included in its proposal has been ruled a mandatory subject for bargaining by PERC, the FOP seeks safety and job protections. Additionally, the FOP seeks a preservation of rights clause to assist in interpreting prior practice. Noting that writing down all prior practices would result in a document "resembling the Manhattan Telephone Directory, the FOP seeks to guarantee prior practices and views a preservation of rights clause as a valuable tool to do so. Labeling such a

clause a "valuable tool" and a "common sense addition," the FOP seeks to add a preservation of rights clause to the agreement.

### **THE SOMERSET COUNTY SHERIFF'S OFFICE**

The County asserts that its final offer of 2% increase in each of three years is most reasonable under the statutory criteria. Using the average salary of a Somerset County Sheriff's Officer in 1997 of \$37,313, as a base, the County calculates that its proposal would result in the following average salaries for Sheriff's Officers:

1998	\$39,600
1999	\$41,140
2000	\$42,610
2001	\$44,065

Given the addition of increment adjustments, as well as the 2% proposed increase at each step on the guide, the County calculates that the wage increase expressed as a percentage would actually range between 7.5% and 10.98% for 1998, between 2.9% and 6.2% in 1999 and between 2.9% and 6.2% again in 2000.

Turning first to comparison with private sector salaries, the County looks to the surveys for private sector salaries and salary increases issued by PERC. According to the Sheriff's Office, the average salary and the rate of salary increases for Sheriff's Officers exceed those in Somerset County and in the New

Jersey private sector. According to the Sheriff's comparison, private sector salaries increased by 3.4% in 1995, 4.3% in 1996 and 4.8% in 1997 while the Sheriff's Officers' salaries increased by 8.4% in 1995, 7.8% in 1996 and 8.0% in 1997. The County also points out that private sector wage increases in the United States generally increased by 3.4% in 1996, 3.3% in 1997, 4.0% in 1998 and 3.6% through the second quarter of 1999. The County compares these increases with the average increases given to its Sheriff's Officers of 7.8% in 1996, 8.0% in 1997, 7.2% in 1998 and 8.2% in 1999. Based upon these calculations, the County asserts that 2.05 increases in 1999, 2000 and 2001 are reasonable and favorable to the Sheriff's Officers when compared with the rate of private sector increases.

The County also maintains that the average salary for its Sheriff's Officers exceed the average salary for most categories, including agriculture, mining, construction, manufacturing, transportation, and wholesale and retail trade, in the New Jersey private sector.

Turning to public sector comparisons, the County points out that its Sheriff's Officers received average increases of 8.0% and 7.8% for 1997 and 1996 respectively while public sector employees in New Jersey received 3.0% and 2.8% during those years. When the 2.0% increases proposed by the County are coupled with the Sheriff's Officers' increments, the total increases will fare exceed public sector wage increases in the United States, the County



maintains. According to the County, average public sector wage increases in the United States were 2.8% in 1996, 2.7% in 1997, 3.0% in 1998 and 3.1% through the second quarter of 1999 compared to increases provided to the Sheriff's Officers. Under its proposal, the County calculates that those increases were 7.8% in 1996, 8.0% in 1997, and would be 7.2% in 1998 and 8.2% in 1999. Based upon these calculations, the County asserts that its proposal compared with public sector increases generally, is reasonable.

The County asserts that comparison of the Sheriff's Officers to other County employees demonstrates that the Sheriff's Officers' average salaries exceeds that of other County employees and that the Sheriff's Officers are among the higher paid employees in the County. According to the County, the average salary for employees working 35 hours per week in Somerset County is \$41,099 and the average salary for employees working 40 hours per week is \$37,139. The average salary for Sheriff's Officers, who work 40 hours per week, is \$41,140.

The County also compares the rate of increase for 1997, 1998 and 1999 for Sheriff's Officers, based upon its proposal, with that of other Somerset County bargaining units. That comparison includes step increases for the Sheriff's Officers, Corrections Officers and Social Services. No other County employees have step increments. Including the step increases, and clothing

and pager allowances as appropriate, the County's comparison for 1997 through 1999 follows:

<b>Unit</b>	<b>1997</b>	<b>1998</b>	<b>1999</b>
Sheriff's Officers	8.0	7.2	8.2 (inc. clothing allowance)
Superior S.O.s	3.0	4.5	6.83 (inc. clothing and pager allowances)
Corrections	3.0	5.5	8.9
Detectives	4.6	4.6	4.7
General County	3.0	3.0	6.0
Transportation	3.0	5.0	5.0
Mental Health	3.0	5.3	5.1
Recycling	3.0	5.0	5.0
Vehicle Maint.	3.0	12.6	5.8
Roads and Bridges	3.0	5.0	5.0
Telecommunications	3.0	13.3	5.8

According to the County, no other Somerset County employee group receives step increment increases, and including the step increase in the calculation to show the actual increase, other employees received wage increases significantly below those enjoyed by the Sheriff's Officers. According to the County, the increases enjoyed by the Sheriff's Officers are almost double those enjoyed by other County employees. Based upon this comparison, the County maintains that its proposal of 2% increases is more reasonable than the FOP's proposal.

Next, the County compares the Sheriff's Officers with municipal employees and municipal police officers. The County's comparison of the

average annual salaries for non-police municipal employees in Somerset County reveals that average salaries for 1997 range from \$15,362 in Rocky Hill to \$44,364 in Warren. The 1997 average maximum salary for patrol officers in other Somerset County municipalities is \$51,795.58 compared with the 1997 maximum salary for Somerset County Sheriff's Officers of \$52,165.

Citing the award of Arbitrator Weisblatt in County of Essex and Essex County Sheriff's Officers PBA, Local 183, the County argues that a comparison between county sheriff's officers and municipal police officers is inappropriate. In that award Arbitrator Weisblatt stated:

The impact of the comparison must be tempered by the degree to which the jobs of police officers and sheriffs officers differ. The local patrol responsibilities of the municipal officer vary greatly with the courthouse security process service duties of the sheriff's officer. There are wide variations in work schedules and shifts between the two groups. Finally, county law enforcement salary and benefits packages have traditionally been compared more to other county units in the same or comparable counties than to municipal police units. There are typically wide variations in the compensation packages for local police from those of law enforcement units at the county level."

The County stresses that as in Essex County, the duties of its Sheriff's Officers include court security, security for the court complex, service of process, service of fugitive and bench warrants, wage executions, garnishments, inventories for Sheriff's sales and movement of prisoners throughout the State. Contrasting these responsibilities with those of municipal police officers who respond to burglaries, domestic violence calls and traffic incidents, the County

asserts that there are clear distinctions between the two positions. In support of this position, the County cites the difference in the frequency of assaults on municipal police officers (1 assault to every 5.95 officers per year) versus to county law enforcement officers, including prosecutors, detectives, sheriff's officers, corrections officers, park police and county police department officers (1 assault to every 52.77 officers per year). Based upon these facts and arguments, the County concludes that while they enjoy similar maximum salaries, municipal police officers and county sheriff's officers have job duties that are sufficiently different that any comparison between them should not be considered.

The County also compares its Sheriff's Officers with Sheriff's Officers in Bergen, Essex, Mercer, Middlesex, Monmouth, Morris and Sussex Counties, noting that both Bergen and Essex are not similar to Somerset in terms of size and crime levels. The Bergen County Sheriff employs 380 Sheriff's Officers and has an operating budget of \$29,300,000 and the Essex County Sheriff employs 361 Sheriff's Officers and has an operating budget of \$22,000,000 compared with Somerset, which employs 37 Sheriff's Officers and has an operating budget of \$2,400,000. The County asserts that the remaining five counties are similar and have similar minimum and maximum salaries and step guides. Based upon these step guides, the County points out that under its final offer Somerset has the highest starting salary for Sheriff's Officers for the contract years in dispute.

According to the County, its final offer will maintain the position of its Sheriff's Officers compared to Sheriff's Officers in comparable counties.

The County also points out that its Sheriff's Officers enjoy an overall compensation package including longevity pay, minimum call-in pay of four hours, 15 paid holidays, vacations, personal days, bereavement leave, time and one half for overtime over 40 hours, disability, uniform allowances, medical, dental, and prescription benefits, overtime, leaves of absence, shift differentials, union time off, meal reimbursement, and pension plans. This overall compensation package is similar to that enjoyed by Sheriff's Officers in other comparable counties according to the County.

The County points out that the rate of wage increases enjoyed by its Sheriff's Officers "outstrips" the rate of increase in the CPI for Northeast New Jersey and for the United States as a whole and its proposal will continue to provide increases ahead of the rate of inflation.

Turning to the continuity and stability of employment, the County notes that most Sheriff's Officers who have left the Sheriff's Office have taken jobs in municipal police departments rather than in other sheriff's offices and maintains that "the low overall number of resignations, in and of itself, speaks clearly to continued stability of employment." The County notes that none of the Sheriff's Officers who left its employ since January 1, 1997 have gone to work as a

Sheriff's Officer in another county. The County also points out that as a whole, the law enforcement field enjoys a lower unemployment rate than to civilian employees within New Jersey or within the United States generally. Therefore, the County argues that the high level of job security afforded its Sheriff's Officers should be considered when analyzing the parties' respective wage proposals.

Looking to the interest and welfare of the public and the financial impact the award will have on County taxpayers, the County cites Hillsdale PBA, Local 207 v. Borough of Hillsdale, 137 N.J. 71,85 (1994), as well as PERC's decision in Town of Newton, P.E.R.C. No. 98-47, 23 NJPER 599, 600 (\$28294 1997) for the proposition that the employer's ability to pay the increase proposed by the union is not sufficient rationale to award such a proposal. Regarding its financial condition, the County points out that it is twelfth among the twenty-one counties in the State in terms of the amount of appropriations for 1999. The County argues that unnecessary appropriations such as the wage increase sought by the FOP would have a deleterious effect on the taxpayers of Somerset County. Acknowledging that the interests of the public are served by hiring and retaining competent Sheriff's Officers, the County asserts that it currently offers its Sheriff's Officers a very attractive wage and benefits package as well as job security and is doing as much as possible to maintain a stable workforce.

Turning to the FOP's proposal to increase longevity payments by two percent and to provide for maximum benefits at 24 years of service, the County

points out that longevity payments cost a total of \$16,098 in 1999 and are projected to cost \$16,483 in 2000 under its proposal. Citing the magnitude of the expense, the County asserts that the benefit is already costly, many jurisdictions are moving to phase out longevity payments, and that the FOP has not presented evidence to support its proposal. For these reasons, the County argues that the FOP's proposal is fiscally imprudent.

The County also urges rejection of the FOP's proposal to increase the clothing allowance from \$850 to \$950 per year. The County maintains that any increase in the clothing allowance should be supported by evidence that members now spend more than \$70.83 per month for cleaning their uniforms. Additionally, the County urges rejection of the FOP's proposal to include the clothing allowance in the calculation of pension benefits. According to the County, the New Jersey Department of Treasury, Department of Pensions and Benefits has advised that only contractual salary is pensionable. Accordingly, effective July 1, 1999, the County included the clothing allowance in base pay for the calculation of overtime pay, but not for purposes of calculating the Officers' creditable salary for purposes of calculating pension benefits.

Turning to non-economic issues, the County asserts that the FOP's proposal regarding the maintenance of County personnel files is against County policy. Specifically, the County maintains that permitting the identification of

complaints and the addition of rebuttals by the Officers is against the express written policy of the County for all of its employees. That policy provides:

#### Section 2 Request for Amendment of Personnel Records

An employee who is in disagreement with information contained in his/her personnel records may make written request to Human Resources to correct, amend, or update such information. Upon receiving such a request, Human Resources, within ten working days of receipt of the request, shall take either of the following actions:

A. Correct or eliminate any information found to be incomplete, inaccurate, not relevant, or not timely; or

B. Inform the employee of refusal to amend the record in accordance with the employee's request, and the reason for the refusal. If the request is refused, the employee shall be permitted to add to his/her personnel records a concise statement setting forth the reasons for his/her disagreement with the refusal. Thereafter, in any future disclosures made to outside agencies concerning information about which the employee is in disagreement, Human Resources shall include a copy of the employee's statement and, if deemed appropriate, a copy of a concise statement of reasons why that office did not make the amendments requested.

Further, the County asserts that it can not treat Sheriff's Officers' records differently from those of other County employees.

The County also objects to the FOP's proposal to prohibit the use of any "non-police officer, part time or other personnel" to replace any full time employee covered by the agreement. The County asserts that such a provision would interfere with the Sheriff's managerial prerogative and such a provision



would limit the Sheriff's discretion to assign personnel and could compromise the Department's operation, and ultimately public safety.

Objecting to the FOP's "reservation of rights" proposal, the County suggests the following language in lieu of the FOP's proposal.

The County, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the Sheriff's Department and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States of America.

Finally, the County urges adoption of its proposals to require officers to be on duty out of the county for at least four hours before any given meal to receive reimbursement for that meal; to prohibit officers already working the afternoon and midnight shifts from signing up for pager duty; and to commence call-in time when personal contact with the officers is made.

### **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 County and the FOP have articulated fully their positions on the issues and have submitted evidence and argument on each statutory criterion to support their respective positions. The evidence and arguments have been carefully reviewed, considered and weighed.

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 burden has not been met with respect to many of the parties' non-economic and non-salary proposals.

The FOP's has proposed to codify certain practices regarding personnel files and provide for an Officer's right to rebut written complaints. The FOP asserts that its proposal would provide the benefit of the airing of different views and could save litigation costs. However, current County policy covering the personnel files of all employees does provide an opportunity to include comments in response to objectionable material. I further note that there is no evidence that the existing policy has resulted in the inequitable treatment of any unit member. In light of this policy, a contractual provision providing rights and procedures to Sheriff's Officers different from those provided to other County employees is not justified at this time and the proposal is denied.

The FOP also proposes a new Preservation of Rights provision that would cover all past practices. In response the County proposes a clause leaving all terms and conditions not specified in the Agreement or by State or Federal law to its discretion. Based upon a review of both parties' proposals, I conclude that neither party has provided persuasive evidence that problems of contract interpretation have arisen, or that either party's statutory rights have been affected in any way which would support the need for either of these proposals at this time. As such both provisions are denied.

The FOP also proposes a new Replacements clause that would prohibit the replacement or coverage of a full time employee's position with a "non-police officer, part time or other personnel." The FOP understandably seeks to preserve Sheriff's Officers' positions and the County argues that such a provision would infringe upon its managerial prerogative. The record does not reflect that the County has acted in any way or has projected any future policy which would undermine the job security of unit personnel. In the event that such were to occur in the future, the FOP is free to propose this issue in future negotiations or seek relief through the enforcement of any statutory rights which might apply. For these reasons, this proposal is denied.

The County seeks to incorporate the terms and conditions of pager duty contained in Schedule B of the Memorandum of Agreement attached to the

January 1, 1995 through December 31, 1998 Agreement. The County also seeks to add language providing that "Officers who are working the afternoon and midnight shifts cannot sign up for pager duty." Upon review of this proposal, I conclude that the County has not provided sufficient justification for this change. Schedule B is incorporated into the Agreement as proposed by the County, but in the absence of sufficient justification for limiting sign ups for pager duty to Officers not working the afternoon or midnight shift, that proposal is denied.

The final non-economic issue is the County's proposal to amend Article VI of the Agreement to require that personal contact be made before call-in time is paid. At present, Section 6.2 of the Agreement provides that, "Officers shall start accruing call-in time benefits as of the time that the pertinent call is made; provided, however, that no officer shall be paid for more than 30 minutes of time spent responding to the workplace." The County would amend that to require that personal contact must be made before call-in time is paid. There is insufficient evidence which reflects that the present language has presented a problem or caused excessive or unreasonable costs. Thus this proposal is denied.

Addressing the non-salary economic issues, the FOP seeks to increase the clothing allowance by \$100 per year.. The FOP has not demonstrated either that the cost of maintaining uniforms has increased or that the clothing allowance

currently provided lags behind clothing allowances provided to similarly situated employees. Therefore, the FOP's proposal to increase the clothing allowance is denied. I also do not award the aspect of the FOP's proposal to place the existing clothing allowance into base pay.

The County seeks to limit use of the meal allowance provisions to periods when Sheriff's Officers have been on duty for at least four hours and are out of the County at mealtime. The County's proposal to limit use of the meal allowance for out of county transportation runs to occasions when Officers are out of the County at meal time and have been on duty for at least four hours is a sound attempt to further define the use and purpose of the meal allowance. Article XVIII already makes clear that its purpose is to provide meal reimbursement when Officers are transporting prisoners outside of the County. The County's proposal would clarify that provision to require that Officers be on duty for at least four hours to be eligible for meal reimbursement and would limit meals to certain hours. The County's proposal to limit meal reimbursement to situations when the Officer has been on duty for at least four hours is reasonable, since the Officer may be presumed to have had an opportunity to eat a meal before reporting for duty. Restricting the period for each meal, however, is unduly restrictive. For example, under the County's proposal an Officer who has been on duty for over four hours and is out of the County between 11:00 a.m. and 1:00 p.m. would be eligible to be reimbursed for lunch. If the Officer's transportation duties did not permit the Officer to eat lunch until

1:30 p.m., then under the County's proposal, the Officer would not be entitled to reimbursement. Such restriction would be an excessive limitation on the use of the meal reimbursement provision. Therefore, Article XVIII is amended as follows:

18.1 Employees who are required to perform out-of-county transportation runs and who have been on duty for at least four hours shall be reimbursed for meals purchased during such out of county transportation runs, up to the following maximum limits:

- (A) \$4.50 for breakfast
- (B) \$6.50 for lunch
- (C) \$12.50 for dinner

The FOP seeks significant increases in the longevity schedule by 2% at each level. Longevity is currently paid at rates beginning at 1.5% for those employees who have completed at least five years of service and increases to a top rate of 3.75% for those employees who have completed at least 26 years of service. Adding 2% to longevity payments at each level could increase the cost of longevity significantly. Given the evidence which supports a wage increase beyond that proposed by the County, as set forth below, compensation expenditures and total net economic changes should more appropriately be directed towards the salary schedule. For these reasons, the FOP's proposal to improve longevity is denied.

Turning to the issue of salary, the County has proposed increases of 2% in each year and the FOP has proposed increases of 6% in each year. The

County seeks to include the cost of increments in its calculation of the increase provided to Sheriff's Officers. The FOP seeks to shrink the salary guide by three steps in order to permit employees with low seniority to progress through the guide more quickly.

Looking first to the FOP's proposal to eliminate three steps from the salary guide, eighteen Officers out of a workforce of 37, left the Sheriff's Office between January 1, 1997 and July 31, 1999. Most of those who left the Department had low seniority and received positions in municipal police departments, many within Somerset County. Those agreements do reflect that a vast majority have substantially fewer steps from minimum to maximum and many have higher maximum salaries. Given the low seniority of those Officers leaving the Department, improvements to the salary guide to permit Officers with low seniority to advance more swiftly through the guide is likely to reduce turnover and provide greater stability. It is reasonable to conclude that compensation was a contributing factor in the high turnover rate. Limiting turnover is in the interest and welfare of the public and will also enhance the continuity and stability of employment. The FOP must recognize, however, that salary guide compression can be costly and its cost impact must be considered and weighed. I must also consider the salary structure in place for the Employer's corrections officers' unit.

Therefore, the FOP's proposal to eliminate steps on the salary guide is adopted in part and denied in part. The FOP would eliminate three steps from

the thirteen-step guide and create a ten-step guide. This proposal would result in a guide with fewer steps than the corrections unit which has an eleven-step guide. The elimination of two steps on the current guide would promote the providing continuity and stability without compressing the guide excessively. Therefore, effective January 1, 2001, steps 6 and 11 will be eliminated from the guide. Any employees scheduled to move to the current steps 6 or 11 on January 1, 2001 will move to the next highest step at that time. The cost impact of this step reduction is small. Based upon the record, only one employee will be at step 6 on January 1, 2001 and no employees are scheduled to be at step 11 on January 1, 2001. The cost of the increased increment for that employee will be \$4238 in 2001. The new salary guide for 2001 and the cost of eliminating these steps are described with the wage award that follows.

The County and the FOP disagree over the role of increments in determining salary increases. The County would include increases due to increments in its final offer. The FOP would apply across the board increases irrespective of increment or position on the salary guide. The County's method of including increments in its calculation of salary increases includes the cost of increments in addition to its proposal to increase salaries by two percent across the board. That method, however, places overly substantial weight on the increases provided to Officers on average and results in below average increases to those officers who have reached the top of the salary guide. This approach is at variance with other settlements and awards for other County law



enforcement employees and unsupported by prior bargaining history. For these reasons, for purposes of calculating increased costs and for comparison with other law enforcement personnel, I will compare the across the board changes proposed by both parties and place less weight to the cost of pre-existing incremental step movement between the minimum and maximum steps.

Both parties place great emphasis on comparisons with other employees. The County emphasizes comparisons with private sector and public sector increases generally throughout the State, as well as comparison with other county Sheriff's Offices. The FOP emphasizes comparison with other law enforcement units employed by Somerset County and municipal law enforcement units within the County. All of this evidence is relevant and has been considered.

The first point of comparison in this case is with other law enforcement units within Somerset County. They include the Sheriff's Officers SOA, the Corrections Officers and the Somerset County Prosecutor's Office. The Sheriff's Officers SOA agreement provides for increases of 4.5% in each year for 1998, 1999 and 2000. The interest arbitration award covering the Prosecutor's Office provides across the board increases of 3.5% in each year for 1997, 1998 and 1999.<sup>1</sup> The Corrections Officers received 4.0% in 1999 and 4.0% in 2000. Corrections Officers Supervisors received 5% in the first two years of their

agreement. Other points of comparison have been presented. Those submitted by the FOP point to higher results while those submitted by the County point to a lower result. I do not find these comparisons to be as persuasive or given as substantial weight as the resolutions within Somerset County law enforcement.

Based upon the arguments and evidence submitted, and after applying the statutory criteria, I have determined that across the board wage increases below the FOP's proposal but above that offered by the County are warranted. I award 4% effective January 1, 1999, 4% effective January 1, 2000, and 3.75% effective January 1, 2001. Based only upon across the board salary increases, this award results in a net economic change of \$147,921 and an annual average of 3.92%. The difference between the FOP's proposal and the award is \$23,384 in 1999; \$49,106 in 2000, and \$74, 415 in 2001. There are also costs associated with step reduction which are chargeable. The cost of the eliminating steps 6 and 11 in 2001 is \$4,238 or 0.3%, representing a total cost in 2001 of 4.05%. There will be some future cost as more employees progress through the salary guide, but they are not chargeable to this package. These figures are exclusive of, pre-existing step increases and roll up costs, and assume no resignations, retirements, hiring or promotions.

This award provides wage increases in keeping with those provided to the Corrections Officers and slightly below those provided to supervisory officers in the Sheriff's Office and Corrections. Given higher increases provided to higher

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<sup>1</sup> That award also included rank equalization with costs of 0.67% in 1997, 0.58% in 1998, and

ranked employees in both the Sheriff's Office and in Corrections, the Corrections Officers are the best point for comparison. Both Sheriff's Officers and Corrections Officers report through different chains of command to the Sheriff. As such, increases paralleling those provided to Corrections Officers are appropriate for 1999 and 2000. The increase provided in 2001 is balanced by the costs of elimination of two steps on the guide.

Looking to other county sheriff's offices both the County and the FOP make comparisons with Bergen, Essex, Mercer, Middlesex, Morris and Sussex Counties. That comparison reveals similar salary and benefit packages and similar minimum and maximum salaries, though most other counties have fewer steps to reach maximum salary. The County asserts that Bergen and Essex Counties should not be compared to Somerset County since the number of employees in their Sheriff's Offices and their operating budgets are approximately ten times the size of Somerset's.<sup>2</sup> The relative size of the Sheriff's Offices in Bergen and Essex Counties limits, but does not eliminate, their relevance when compared to the Somerset County Sheriff's Office.

This award provides increases comparable to those provided in Mercer, Middlesex, Morris and Sussex Counties, and slightly less than the increases provided in the larger departments in Bergen and Essex Counties. Mercer

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0.87% in 1999.

<sup>1</sup> <sup>2</sup> Sheriff's Officers in Bergen County received 4.0% effective January 1, 1999; 4.5% effective January 1, 2000 and 5.0% effective January 1, 2001. Essex County Sheriff's Officers received 5.0% across the board for each of 1999, 2000 and 2001.

County Sheriff's Officers received 2.0% effective January 1, 1999; 2.0% effective July 1, 1999; \$600 across the board effective January 1, 2000, then 2.0% effective January 1, 2000; 2.25% effective July 1, 2000; 2.0% effective January 1, 2001; and 2.5% effective July 1, 2001. In Middlesex County, Sheriff's Officers received approximately 3.38% in 1999. Sheriff's Officers in Sussex County received a 4% increase in 1999 and those in Morris County do not yet have an agreement for 1999 through 2001.

The FOP would place the greatest emphasis on comparison with municipal police salaries in the 21 municipalities in Somerset County. Given the different nature of the responsibilities of municipal police officers and the Sheriff's Officers, there is some basis for a different salary structure, these increases are not controlling on the result herein. Responsibility for court security and the transport of prisoners and inmates is not identical to the demands of daily policing. However, as the FOP pointed out, Sheriff's Officers work with and cooperate with municipal police officers throughout Somerset County on a daily basis. There is additional support for considering comparison with municipal police officers in this case since many of the Sheriff's Officers leaving the Department are accepting municipal policing jobs within the County.

Accordingly, this award considers municipal police salaries within Somerset County. Although not dispositive, the award maintains the current

relationship between municipal police salaries and the salaries for County Sheriff's Officers.

The County would place great emphasis on private sector increases. In New Jersey, these increases averaged 4.3% in 1996 and 4.8% in 1997. Across the United States in general, these increases averaged 2.7% in 1997, 3.0% in 1998 and 3.1% through the second quarter of 1999. The increases included in this award exceed those received by private sector employees throughout the United States generally, but are less than what the record reflects for those received in recent years by private sector workers in New Jersey. As such, this award is supported by comparison to public and private sector wages generally.

I now turn to the lawful authority of the Employer and the financial impact of the award. It is undisputed that the County can afford to fully fund the FOP's final offer without impact on the CAP Law. Somerset County has been enjoying a period of strong economic growth and this growth is reflected by its steadily declining tax rate and its increasing surplus. Tax rates in Somerset County have decreased from a high of \$0.4533 in 1990 to \$0.4170 in 1998. At the same time, its unexpended balance of appropriation reserves has increased from \$1,895,072 in 1996 to \$5,086,622 in 1998. The County enjoys an Aaa rating from Moodys and an AAA rating from Standard and Poors. The County's total assessed values also have been increasing steadily from \$23.4 billion in 1994 to \$26.1 billion in 1998. Somerset County residents enjoy the second highest per capita

income in the State with a \$25,111 per capita income. This Award is consistent with the healthy financial picture in Somerset County. The terms of the award are also consistent with the interests and welfare of the public. The net annual economic costs of the Award can clearly be funded by the County with adverse financial impact on the governing body or the taxpayers and residents. It balances the County's interest in maintaining its healthy economy with the interest of the residents and taxpayers in secure courts and in the secure transport of prisoners and inmates at an increased cost consistent with the increased costs for its other law enforcement employees. This award also promotes the continuity and stability of employment by promoting the attraction and maintenance an efficient and qualified staff of Sheriff's Officers.

Neither the County nor the FOP would place great weight upon the cost of living, but both assert that it favors their proposal. Recent increases in the CPI have hovered near 2%, which tends to favor the County's proposal. The Award is more consistent with the County's labor policy in negotiations with its law enforcement units than with the CPI. As such, less weight is to be accorded the CPI which I do not conclude should govern the terms of this Award.

Accordingly, I respectfully submit the following Award.

## AWARD

All proposals by the County and the FOP not awarded herein shall be denied and dismissed. The terms of the prior agreement shall be carried forward except as modified by the Award.

1. Duration

The Agreement will run from January 1, 1999 through December 31, 2001.

2. A. Wages Percentages shall be applied to each step of the salary schedule and are retroactive to the stated effective dates.

Effective January 1, 1999	4.0% across the board
Effective January 1, 2000	4.0% across the board
Effective January 1, 2001	3.75% across the board

B. Change to Salary Schedule

An eleven step Salary Schedule shall replace the thirteen step Salary Schedule effective January 1, 2001.

Effective January 1, 2001 Steps 6 & 11 are eliminated from the January 1, 2000 Salary Schedule.

Employee on Step 5 on December 31, 2000 shall move to new Step 6 on January 1, 2001.

Employee on Step 6 on December 31, 2000 shall move to the new Step 6 on January 1, 2001.

Employee on Step 7 on December 31, 2000 shall move to new Step 7 on January 1, 2001.

Employee on Step 8 on December 31, 2000 shall move to new Step 8 on January 1, 2001.

Employee on Step 9 on December 31, 2000 shall move to new Step 9 on January 1, 2001.

Employee on Step 10 on December 31, 2000 shall move to new Step 10 on January 1, 2001.

Employee on Step 11 on December 31, 2000 shall move to new Step 10 on January 1, 2001.

Employee on Step 12 on December 31, 2000 shall move to new Step 11 on January 1, 2001.

Employee on Step 13 on December 31, 2000 shall move to new Step 11 on January 1, 2001.

### C. New Schedule A

Effective January 1, 1999		Effective January 1, 2000		Effective January 1, 2001	
Step 1	32,146	Step 1	33,432		----
2	33,789	2	35,141		----
3	35,414	3	36,831	Step 1	34,686
4	37,118	4	38,602	2	36,458
5	38,865	5	40,420	3	38,212
6	41,276	6	42,927	4	40,050
7	42,490	7	44,190	5	41,936
8	44,362	8	46,136	6	45,847
9	46,273	9	48,124	7	47,866
10	48,218	10	50,147	8	49,928
11	50,201	11	52,020	9	52,027
12	52,213	12	54,301	10	56,337
13	54,252	13	56,422	11	58,537

### 3. Meal Reimbursement

Article XVIII is amended as follows:

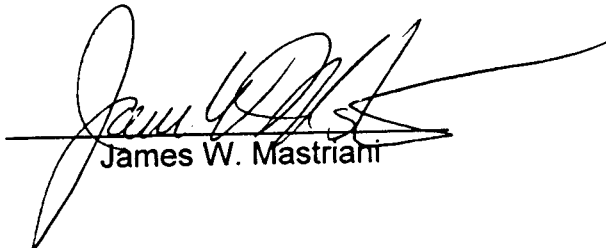
18.1 Employees who are required to perform out-of-county transportation runs and who have been on duty for at least four hours shall be reimbursed for meals purchased during such out of county transportation runs, up to the following maximum limits:

- (A) \$4.50 for breakfast
- (B) \$6.50 for lunch
- (C) \$12.50 for dinner



4. Pager Duty

Article XXXV is modified to expressly incorporate the terms and conditions contained in Schedule B of the Memorandum of Agreement attached to the January 1, 1995 through December 31, 1998 Agreement.

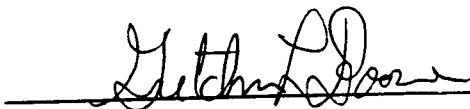


James W. Mastriani

DATED: March 30, 2000  
Sea Girt, New Jersey

State of New Jersey     }  
County of Monmouth    }ss:

On this 30th day of March 30, 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

