

2-0638

STORAGE

Bergen

02-57

Saddle Brook Township of
and

MEMORANDUM OF AGREEMENT

X PBA, Local 102

1. The prior agreement between the parties dated May 26, 1981 shall continue in full force and effect except as modified by this Memorandum of Agreement.
2. The term of this memorandum shall be from 1-1-83 through 12-31-84.
3. Article XI of the prior agreement shall be modified to provide the new salary rates for the years 1983 and 1984. The salary rates for 1983 and 1984 shall be as set forth on schedule A annexed.
4. Article XIII of the prior agreement shall be modified to provide that effective 1-1-83 all employees shall receive thirteen (13) guaranteed per year, Prior payroll practices shall continue. holidays.
5. Article XVI of the prior agreement shall be modified to provide that all court time shall be compensated with a three (3) hour minimum at the overtime (time and one half) rate. This change shall be effective August 23, 1983.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on this 27 day of Oct. 1983.

ATTEST:

TOWNSHIP OF SADDLE BROOK

Dolores Johnson
Dolores Johnson
Township Clerk

Raymond Santa Lucia
Raymond Santa Lucia, Mayor

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL No. 102

10/27/83

Frank Racioppe
Frank Racioppe, President

X January 1, 1983 - December 31, 1984

7

APPENDIX A

SALARIES

<u>Position</u>	<u>Effective 1/1/83</u>	<u>Effective 7/1/83</u>	<u>Effective 1/1/84</u>	<u>Effective 7/1/84</u>
Patrolman				
(Starting)	\$13,650	\$14,333	\$15,049	\$15,501
Patrolman 1	19,150	20,107	21,113	21,746
Patrolman 2	20,981	22,030	23,132	23,826
Patrolman 3	22,995	24,145	25,352	26,113
Police Sgt.	24,500	25,725	27,011	27,821
Police Lt.	26,049	27,352	28,720	29,581
Police Cpt.	27,598	28,978	30,427	31,340

TOWNSHIP OF SADDLE BROOK

24

BERGEN



COUNTY

SADDLE BROOK, NEW JERSEY 07662

WILLIAM D. GORGONE
Township Attorney

350 Market Street
SADDLE BROOK, N. J. 07662

843-3043

August 26, 1983

Mayor Raymond C. Santa Lucia
Township of Saddle Brook
93 Market Street
Saddle Brook, New Jersey 07662

Re: 1983 Negotiations, PBA

Dear Mayor Santa Lucia:

Enclosed please find a copy of the decision rendered by the Arbitrator, Mr. Hammer, reflecting the award between the PBA and the Township.

I am also enclosing a copy of Mr. Hammer's voucher and a letter from PERC which indicates that the Township's share is \$914.45.

The decision of the Arbitrator is located on pages 20 and 21 and the salary increases granted by the award are reflected in the footnotes, No. 1, on page 4.

I believe the enclosed information will assist you with the preparation of an Emergency Resolution for the monies needed to meet this award in the year 1983.

Very truly yours,

WILLIAM D. GORGONE
Township Attorney

WDG/tlm
encs.



STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION
DIVISION OF CONCILIATION AND ARBITRATION

COMMISSION MEMBERS:

429 EAST STATE STREET
TRENTON, NEW JERSEY 08608
Telephone: (609) 292-9897

ROBERT M. GLASSON
Director
TIMOTHY A. HUNDLEY
Chief Mediator

August 25, 1983

James W. Manfredi, Chairman
Donald C. Butch
Carole A. Graves
Bernard M. Hartnett, Jr.
Frederick L. Hipp
Lloyd J. Nowhakor
Jeffrey R. Suskin

William D. Gorgone, Esq.
350 Market Street
Saddle Brook, New Jersey 07662

Richard D. Loccke, Esq.
Loccke & Correia
P.O. Box 810
Englewood, New Jersey 07631

Re: Township of Saddle Brook
and
P.B.A. Local #102
Docket No. IA-83-44

Gentlemen:

Enclosed please find two copies of the interest arbitration award in the above-captioned matter.

As set forth in our previous correspondence, the cost of services performed by the arbitrator shall be borne by the parties equally.

Accordingly, the enclosed invoices covering the cost of arbitration are submitted for payment by the parties. Each party is to issue a check for its share of the cost payable to the order of the below-named arbitrator. The checks are to be sent directly to the arbitrator by the parties.

Very truly yours,
Robert M. Glasson
Robert M. Glasson
Director

Received by Agency: 8/25/83

Mailed to Parties: 8/25/83

RMG:bp

Enc.

Each Party's Share: \$914.45

Arbitrator: Lawrence I. Hammer
100 Veterans Blvd.
Massapequa, New York 11758

RECEIVED AUG 26 1983

11) TRANSACTION CODE	12) BATCH NUMBER	13) NEW MATCH
0		

STATE OF NEW JERSEY

14) FISCAL YEAR	15) TRANSACTION DATE	16) DOC 1-2	17) DOCUMENT NUMBER	18) PROJECT INDICATOR
83	12 1 8 2			

INVOICE

18) VENDOR STATUS

BLANK = NO CHANGE
 1 = NEW VENDOR
 2 = ADDRESS CHANGE
 3 = LOCATION CODE
 4 = NEW VENDOR AND LOCATION
 5 = VENDOR NO. CORRECTION

10) ACCOUNT NUMBER						11) 112) 113)		14) TOTAL AMOUNT		15) AGENCY P.O. NO.		16) 117) OBLIGATION NUMBER		
ORGANIZATION	FUND	PROGRAM	OBJECT	COST CENTER	PROJECT ACTIVITY	EXTENDED NUMBER			1,828 90					
4555	100	160000	36	389										

19) PAYEE NAME AND ADDRESS

18) NAME (19) (20) STREET (21) CITY (22) STATE (23) ZIP CODE

LAWRENCE I. HAMMER
 100 Veterans Blvd.
 Massapequa, NY. 11758

24) PAYEE DECLARATION:

I certify that the within invoice is correct in all its particulars, that the described goods or services have been furnished or rendered, and that no bonus has been given or received on account of said invoice.

Lawrence I. Hammer
 PAYEE SIGNATURE

Arbitrator August 23, 1983
 TITLE DATE

25) DEPARTMENT/AGENCY

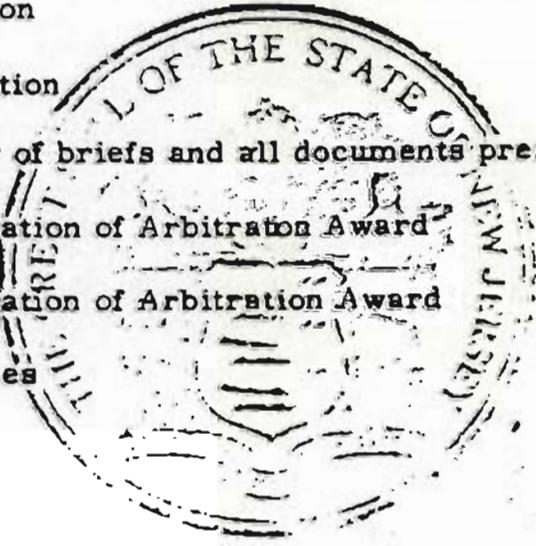
Public Employment Relations Commission
 429 East State St.
 Trenton, New Jersey 08608

24) COMMODITY CODE	25) 1899 INDICATOR	26) PAYEE REFERENCE - (LIMIT 34 CHARACTERS)	27) PAYEE IDENTIFICATION NUMBER	28) CONTRACT NUMBER
9952		LA-83-44	134-14-2336	

29) 30) CHECK	31) ACCOUNTING USE ONLY	32) TERMS	33) BILLING DATE	34) PAYMENT DUE DATE
	35) 36) 37) 38) 39) 40) 41) 42) 43) 44) 45) 46) 47) 48) 49) 50) 51) 52) 53) 54) 55) 56) 57) 58) 59) 60)			

• PAYEE - SEE INSTRUCTIONS ON REVERSE SIDE •

ITEM NO.	QUANTITY	UNIT	DELIVERY IS <input type="checkbox"/> F.O.B. DESTINATION <input type="checkbox"/> F.O.B. SHIPPING POINT	DESCRIPTION	UNIT PRICE	AMOUNT
				Re: Township of Saddle Brook and PBA Local 102		
	March 16, 1983			Mediation		\$ 350.00
	April 13, 1983			Arbitration		350.00
	August 4, 1983			Review of briefs and all documents presented		350.00
	August 5, 1983			Preparation of Arbitration Award		350.00
	August 8, 1983			Preparation of Arbitration Award		350.00
				Expenses		78.90
					TOTAL	\$ 1,828.90



CERTIFICATION BY RECEIVING AGENCY
 I CERTIFY THAT THE ABOVE ARTICLES HAVE BEEN RECEIVED OR SERVICES RENDERED AS STATED HEREIN.

CERTIFICATION BY APPROVAL OFFICER
 I CERTIFY THAT THIS INVOICE IS CORRECT AND JUST, AND PAYMENT IS APPROVED.

(1) TRANSACTION CODE 54
 (2) BATCH NUMBER 2
 (3) NEW/MATCH

STATE OF NEW JERSEY
 DEPARTMENT OF THE TREASURY
 ACCOUNTING BUREAU

(14) FISCAL YEAR 83
 (15) TRANSACTION DATE 1 2 1 83
 (16) DOC TYP
 (17) DOCUMENT NUMBER
 (18) INVOICE

TRAVEL EXPENSE INVOICE

(19) VENDOR STATUS

BLANK - NO CHANGE
 1 - NEW EMPLOYEE
 2 - ADDRESS CHANGE
 3 - E. & L. NO CORRECTION

(110) ACCOUNT NUMBER				(11)	(12)	(13)	(14)
ORGANIZATION	FUND	PROGRAM	OBJECT	COST CENTER	PROJECT ACTIVITY	EXTENDED NUMBER	TOTAL AMOUNT
4555	100	160000	36	389			78 90

NAME AND ADDRESS OF EMPLOYEE

(15) NAME, (16) (17) STREET, (18) CITY, (19) STATE, (20) ZIP CODE

LAWRENCE I. HAMMER
 100 Veterans Blvd.
 Massapequa, N. Y. 11758

(21) COMMODITY CODE 9998
 (22) SOCIAL SECURITY NUMBER E 134-14-2336
 (23) ACCOUNTING USE ONLY
 (24) CHECK (25) SERIES NUMBER
 (26) ERROR SUSPENSE NUMBER
 (27) DEL REPL

DATE	ITEMS (In Detail)	TRANSPORTATION		OTHER: (Specify)	SUBSISTENCE		OTHER MEALS (Specify)	SUNDRIES (Explain Fully)	TOTAL
		AUTO			HOTEL	MEALS			
		Miles	Amount						
1983	Re: Twp. of Saddle Brook and PBA Local 102 -PERC #IA-83-44			Tolls					
3/16/	Massapequa to Saddle Brook and return	140	25 20	5 50		7 50			38 20
4/13	Massapequa to Saddle Brook and return	140	25 20	5 50		10 00			40 70

EMPLOYEE CERTIFICATION

I certify that the above expenses are correct in all respects; that the distances as charged have been actually and necessarily traveled by me on the dates therein specified; that the amount as charged has been actually paid for by me for travelling expenses; that no part of the account has been paid by the State, but the full amount is due. I also CERTIFY that on the date(s) when the above items of expense were incurred the vehicle I was using on State business was covered by liability insurance as follows:

Company: Federal Insurance Co.

Coverage: \$ 100/300,000. ; 10/20,000.

Employee's Signature: [Signature]

Travel Form "B" Number

GRAND TOTAL 78 90

Official Station _____
 Travel Assignment Class _____
 Normal Commutation - Mileage: _____ Cost: _____
 Supervisor Approval _____
 SIGNATURE

APPROVED:

DEPARTMENT/AGENCY

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

----- X
:
IN THE MATTER OF THE IMPASSE
:
Between
:
TOWNSHIP OF SADDLE BROOK
:
-and-
:
SADDLE BROOK P. B. A. LOCAL #102
:
----- X

PERC#IA-83-44

COMPULSORY INTEREST
ARBITRATION AWARD

LAWRENCE I. HAMMER
ARBITRATOR

Under date of December 1, 1982, the undersigned was designated by the Public Employment Relations Commission of the State of New Jersey to serve as the Interest Arbitrator in an effort to resolve the continuing impasse involving the above indicated parties.

Said appointment was made by the Public Employment Relations Commission after giving recognition to the designated order of preference, if any, expressed by the parties.

APPEARANCES

FOR THE TOWNSHIP

William D. Gorgone, Esq.

Township Attorney

FOR THE PBA

Loccke & Correia, Esqs.
(by) Richard D. Loccke, Esq.

Counsel

Following my appointment herein, the parties continued to meet in direct face-to-face negotiations. Unfortunately, amicable resolution could not be reached, resulting in an initial hearing on Wednesday, March 16, 1983. At such session both parties requested that an attempt at mediation be undertaken.

While some items were capable of being settled through mediation, a total accord could not be reached resulting in a formal hearing taking place on April 13, 1983. At such hearing the parties were afforded an opportunity to present argument, evidence, documentation and to call witnesses in support of their respective positions.

At the conclusion of the hearing, the parties sought an opportunity to submit written briefs in further support of their respective positions. Such documentation was to have been submitted by May 20, 1983, with replies, if any, to be exchanged and submitted by June 1, 1983.

By mutual agreement the parties extended their time to file briefs. Same were ultimately received on July 18, 1983.

Cognizant of the fact that replies were originally to have been submitted within 11 days of the due date for the briefs, the undersigned arbitrarily advised the parties that replies, if any, were to be submitted and postmarked by August 1, 1983.

A reply was submitted by the Township and received on August 1st. PBA postmarked comments thereto were received on August 5th. As same was received beyond the stated due date, the undersigned did not review such material until after preparing the draft of this Award. The subsequent data did not change, alter or modify the opinions and conclusions of the undersigned. The bottom line remained the same as if the PBA comments had not been submitted nor read.

On August 11th an objection to the August 5th PBA submission was received from the Township, contending that such submission "constituted a reply rather than a comment document in violation of the agreement", and setting forth a further reply. Having rejected considering the August 5th PBA submission, there existed no reason for accepting or considering the Township data thereon. The hearings were closed on August 1st, and nothing subsequently submitted was considered.

At the April 13 hearing the parties insisted upon the procedure wherein the last offer, the best offer of one side or the other must be selected by the Arbitrator. The parties declined a suggestion for a conventional arbitration.

The parties, however, did agree that their final, last best offer as presented at the hearing could be modified in their respective brief, but not in any reply brief.

The New Jersey Legislature has provided for Compulsory Interest Arbitration between Municipalities and their Police Departments should amicable settlement not be achieved through direct negotiations. Such legislation is contained in N. J. S. A. 34:13A-16.

Section G thereof states that "the Arbitrator..... shall decide the dispute based upon a reasonable determination of the issues, giving due weight to those factors.... judged relevant for the resolution of the specific dispute".

In making my recommendations hereafter, the criteria as established by Law for consideration in the making of recommendations, were adhered to. Specifically, the undersigned Arbitrator, in making his recommendations, considered:-

1. The interests and welfare of the public.
2. Comparisons of the wages and overall conditions of employment of the Township of Saddle Brook Police Department with the wages and terms and conditions of employment of Police in Bergen County, and in the State as a whole.

Comparisons were also sought to be made between members of the Township of Saddle Brook Police Department and of employees working for security firms in the private sector, (but no data thereon was presented by either party).

3. The overall view of compensation received by members of the department, including direct wages or salaries, vacations, holidays, personal leave, insurances, pensions, clothing allowance and all other benefits capable of an economic assessment.
4. Stipulation of the parties.
5. The employers authority to govern, raise taxes, pass ordinances and to enter into contracts.
6. The financial impact on both the Municipality and its residents and taxpayers.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.
7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

3. REPLACEMENTS -

That no full time employee covered by the Agreement shall be replaced by non-police officers, part time or other personnel.
That no post previously filled by a full time employee covered by the Agreement shall be covered by any non-Police Officer, part time or other personnel.

LAST OFFER OF THE TOWNSHIP

1. LONGEVITY -

That a non-economic provision relating to the termination of longevity benefits to new employees hired after January 1, 1983 be written into the contract.

XXXXXX

BACKGROUND

There are 30 members of the Department, ranging in rank from Patrolman through Captain.

Specifically in 1982 there were 19 Patrolmen, 6 Sargeants, 3 Lieutenants and 2 Captains.

The Township of Saddle Brook is an urban-suburban center located in the west-central portion of Bergen County, bordered by the Boroughs of Paramus, Lodi, Elmwood Park and Fair Lawn, as well as the Township of Rochelle Park.

The Saddle Brook population, pursuant to the last census totaled slightly in excess of 14,000 persons.

Saddle Brook is but one of 70 Municipalities located within the boundries of Bergen County.

XXXXXX

ECONOMIC DISCUSSION

As in all Interest Arbitrations, the prime item at impasse involves salaries.

While the PBA did not use all of the Bergen County Municipalities in presenting its comparisons, it did use a goodly number, twenty six (26) to be precise. Allegedly, it did use almost all of South Central and Western Bergen County for purposes of comparison. The PBA specifically did not include Fort Lee, Tenafly, Alpine, Norwood, Northvale and Harrington Park, as such Municipalities are for the most part smaller communities which has a makeup allegedly vastly different from that of Saddle Brook.

While it is "suspect" when not all communities are included, but only selected ones used, the use of some 26 out of 70 is much more realistic and less "suspect" than comparisons amongst only four (4) other area Municipalities. The Township, for the purpose of comparisons sought to use only Palisades Park, Ridgely Park and New Milford, which allegedly are similar communities in the County of Bergen.

Interesting to note, the three (3) communities referred to by the Township are not included in the 26 used by the PBA. As a result some 29 Bergen County Municipalities were offered for comparisons.

Current salaries for members of this unit are as follows:-

<u>Title</u>	<u>Salary</u>
Patrolman (starting)	\$13,000.00
Patrolman 1	18,238.00
Patrolman 2	19,982.00
Patrolman 3	21,900.00
Sergeant	23,333.00
Lieutenant	24,809.00
Captain	26,284.00

Certain unit members who are assigned to work in the Juvenile Bureau receive an additional \$500.00 annually.

The top salary that a Police Officer earns is commonly referred to as being the "benchmark". Thus it can be seen that the Saddle Brook benchmark is \$21,900.00.

One of the criteria set forth in the Law, involves comparisons of wages. The best item to compare in the benchmark figure, the figure the career officer earns.

The \$21,900.00 benchmark in Saddle Brook exceeds, when one uses the 29 Departments offered by the parties for purpose of comparison, only those of New Milford (\$17,562.32), Ridgefield Park (\$20,513.00), Palisades Park (\$20,536.00), Lodi (\$21,400.00) and East Rutherford (\$21,450.00). Three of the five are the Departments urged by the Township to be the sole basis of comparison.

The benchmark average of the 29 Departments for 1982 amounted to \$23,674.00, some \$1,774.00 above the Saddle Brook benchmark.

Similarly, amongst the 26 PBA Districts used for comparison settlements for 1983 have been reached in 22 Municipalities, and 15 Municipalities for 1984. No data was presented to indicate whether any of the 3 Township Departments have settled for either 1983 or 1984.

The average 1983 benchmark comes to \$25,582.00, and will rise in 1984 to \$27,679.00, with the highest 1983 benchmark being Allendale's \$28,025.00 and the lowest being the \$23,600.00 in Lodi. The top 1984 benchmark appears to be \$30,415.00 in Mahwah, with the \$23,903.00 in Wood-Ridge being at the bottom.

Under the PBA demand the 1983 benchmark would go up to \$24,145.00 in July, 1983, though the actual payout during calendar year 1983, because of the proposed split guide, would be \$23,570.00. The July benchmark must be used, as that is the true benchmark in 1983. The PBA proposal would still keep them some \$1,437.00 below the average. ✓

Under the Township's 6% offer, the 1983 benchmark would go up to \$23,214.00, a figure that would rank dead last when compared with the other 26 Municipalities, and some \$2,368.00 below the average. The Township did not make a 2nd year or 1984 offer.

Percentagewise, 1983 settlements ranging between the 8 1/2% in Montvale and Hillsdale, and the 12.4% in South Hackensack average out to 9.575%. Excluded from this average is the 15.4% settlement achieved by the Bergen County Narcotics Task Force. The 1984 settlements produce a 9.75% figure.

One cannot even blame the size of the percentages upon Arbitrators and Interest Arbitration Awards. If one was to exclude all 1983 settlements which resulted from an Interest Arbitration, the average for the 15 Municipalities that settled absent Arbitration came to 9.88%, a figure somewhat above the average wherein Arbitrators Awards are included in computations.

Another criteria established by the Statute, specifically #3 therein, involves an overall view of compensations received by members of the Department, including in addition to wages, vacations, personal and sick leaves, insurances, pensions, holidays and clothing allowances, as well as any other benefit capable of an economic assessment.

Again the Township relied herein on the same three (3) Municipalities for the purpose of comparisons, in this criteria as well, while the PBA offered little if any data on the subject.

So far as longevity is concerned, the 1% paid for every 3 years of employment in Saddle Brook, to a maximum of 10% after 30 years, is somewhat above than is paid in Ridgefield Park and New Milford. In the both towns members of the Departments have a 5% maximum after 20 years of service. In Palisades Park, the 10% maximum is earned after 20 years.

So far as Holidays are concerned, the 12 days enjoyed in Saddle Brook is about par.

Vacations vary, though those enjoyed in Saddle Brook, 27 days after 21 years and 30 days after 25 years is more generous than Palisades Park, Ridgefield Park and New Milford.

Overtime appears to be a standard time and one-half.

The uniform allowance of \$500.00 in Saddle Brook exceeds that paid in Palisades Park and Ridgefield Park.

Court time is compensated alike in both Saddle Brook and Ridgefield Park, somewhat higher than in Palisades Park so far as Courts other than Municipal Courts are concerned.

As to personal leave, Saddle Brook gives three (3) days a year, as compared to New Milfords one, and none in Palisades Park or Ridgefield Park.

The three (3) days for purposes of bereavement is in line with other Departments. But who really wants to use such days, no matter the number allowed.

As to leaves of absences, Saddle Brook allows a year, compared to three (3) months or less elsewhere. So what? The leave is without pay.

So far as Health Insurances are concerned, there doesn't appear to be any significant difference between Municipalities.

Retirement benefits are good in Saddle Brook, while apparently non-existent in Ridgefield Park and New Milford.

In short, while comparing all economic benefits enjoyed by members of the unit, same does not indicate that Saddle Brooks benefits can offset the below average salaries or settlements.

The Borough argued that the true cost of a career officer is not the benchmark figure, but including the fringes, \$38,388.00, which is in all likelihood within a couple of thousand dollars, one way or the other, of what is paid by other Municipalities.

There were no stipulations of the parties so nothing so far as criteria #4 is concerned, need be considered.

The sixth criteria deals with the financial impact of the ultimate settlement upon the Municipality and its residents and taxpayers.

The budget appears, when comparing the wage and salary account, to have allocated a 7.8% increase, something considerably above the 6% Townships offer and even above the 7.5% split guide payout under the PBA demand.

The Tax Rate for Saddle Brook in 1982 was set at \$2.42/\$100.00 A. V., a sum exceeded by 55 of the 70 Bergen County Municipalities.

Several items under the "revenue" category have increased for 1982, specifically some \$115,000.00 in the category of Franchise and Gross Receipts, \$14,000.00 for Bank Business Taxes, etc. The total General Revenue line in the budget is up by some \$125,000.00.

New construction has added in excess of \$15,000,000.00 to the assessed valuation of realty in the Township.

Cable Television licenses estimate an income increase of some \$42,000.00.

It would appear that there is sufficient funding available within the line items of the budget to meet the PBA's wage proposals, and it would appear that there is sufficient flexibility and funding within the \$2.97 million dollar budget to more than meet the cost of the entire PBA economic proposal.

The taxpayers of Saddle Brook, through the Board of Education, has agreed to 9.8% salary increase for its teachers in school year 1983-84. ✓

Another Statutory criteria of the Law, number 5 to be precise, entails the employers authority to raise taxes, pass ordinances and to enter into contracts.

One of the limitations thereon is the CAP Law. For the past five years Saddle Brook has been bound by a 5% CAP as established by the Legislature. The said 5% CAP Law was recently amended so that a Municipality could increase its CAP to 7 1/2%. The Township exercised such option.

It cannot be claimed that all additional amounts representing the 50% increase in the CAP should or is intended to go to Police salaries, or for that matter to salaries generally. A Municipality has many other obligations to meet which involve fixed costs, such as insurance premiums, fuel and utilities and other contracted for services.

The Arbitrator is aware of the Townships contention that an Award in favor of the PBA would necessitate Saddle Brook going to the Department of Local Services for approval of an emergency resolution to appropriate additional funds to meet the financial impact of such an Award.

From my comments earlier herein under the sixth criteria, same does not appear to be the case.

Criteria #7 under the Statute deals with the Cost of Living.

In the past contracts with the PBA have been negotiated in the climate of double digit (10, 11, 12% increase in the C. P. L) inflation. Notwithstanding, the negotiated settlements in Saddle Brook did not, nor should it have been expected to, keep up with the C. P. L. By the same token, with the C. P. I. on a downward trend, there is no reason to conclude that any settlement must not exceed the current C. P. I.

While Private Sector settlements have been down over years past, the downward trend has exceeded the Public Sector downward trend. Public Sector increases are today above those in the Private Sector and above the Cost of Living. A complete turn around from years back when Private Sector settlements, with Cost of Living increases, outdistanced Public Sector settlements.

There is really little if anything to be said about criterias #1 and 8 of the Statute.

Most of the discussions herein reflect upon the interest and welfare of the public. They have a Police Force. They want a local Police Force. They need a Police Department. Thus within limits, they must pay for their wants and needs. ✓

There is no question but that Police work is stable. There exists a much less likelihood of being layed off from a Police Department than from a private sector job. But this holds true for any Public Sector Municipal position. This is one of the reasons that Governmental employees have consistently earned less than their private sector brethren.

In passing it is interesting to note that after settling with the PBA for 1982 at 9%, an ordinance was passed giving the Chief of Police the same 9%, plus an additional \$2,500.00. If finances were a problem why add a point or two to the settlement for the Chief? Selective increases apart from the norm never sets well with the rank and file wage earner.

So far as items in the package other than salaries are concerned, while not the subject of detailed and lengthy discussion, same have been carefully considered.

To enter into a one year contract, eight months into the year would not only be ridiculous but a disservice to the parties. It would force them to return to the bargaining table almost before the ink on a one year pact was dry. The parties after the prolonged negotiations herein need a years respite from one another.

As to the question of Holidays, comparisons were most limited. Palisades Park Police receive 13. Ridgefield Park Police receive 12, and New Milford wouldn't even divulge their number.

The Township claimed that the addition of 1 more paid Holiday would cost an average of \$95.77 per man.

Interesting and not to be overlooked is the fact that other Township employees already receive 13 paid Holidays annually.

Even the addition of this sum, which probably should have been sought in the salary proposal, would not create an average Police settlement, dollar-wise or percentagewise.

One cannot ignore the likelihood that most other settlements contained, in addition to salary improvements, some modest fringe improvements as well.

The final item contained in the PBA economic package relates to Court Time Compensation.

This was briefly touched upon earlier herein.

Now the Saddle Brook Police, when appearing in Court on other than scheduled duty time, receive a minimum of 3 hours pay computed at time and one-half in all Court, except the local Municipal Court. In such bastion of Justice they receive 2 hours pay at time and one-half.

There is no data available as to how much time is spent in the Municipal Court as compared to higher Courts, where the 3 hour minimum already exists.

The Township estimated that the total cost per man for all Court appearance overtime would be \$900.00. Municipal Court overtime in 1982 amounted to \$13,916.00 for the unit. When divided amongst 30 men in the Department, this comes to \$464.00 per man. It is difficult to compute as to how the Township estimates the cost of this one hour would average \$436.00 per man.

There can be little doubt but that the PBA economic package will be the subject of this Award. ✓

NON-ECONOMIC DISCUSSIONS

There appears to be a total of four (4) non-economic proposals, three (3) submitted by the PBA and one (1) submitted by the Township.

The PBA proposed: -

1. The deletion of Article 32, the fully bargained clause, to which proposal the Township objected.

The PBA argued that the language as same now appears in the contract is contrary to the statutory mandate to negotiate proposed changes in rules governing working conditions.

N. J. S. A. 34:13A-5.3 states that "new rules or modifications of existing rules governing working conditions shall be negotiated. before they are established".

As this is a statutory mandate it is highly questionable whether the protections afforded therein can be waived by means of the present verbiage of Article 32. There are certain statutory benefits that cannot be negotiated away or waived.

The proposal to delete will be rejected.

2. That a detailed procedure be established concerning departmental investigations. Here too, the Township voiced objections.

The Township specifically argued "the suggested clause is not a term and condition subject to negotiations" and same interferes with the exercise of managerial prerogatives.

The Arbitrator is prohibited from ruling on any issue wherein management argues that same is not a mandatory subject for negotiations.

Whether the PBA proposal falls within such classification is not for the Arbitrator. There is a specific provision in the Law wherein either party can seek a determination from the Public Employment Relations Commission as to whether a particular topic must be negotiated. This, under a SCOPE Petition. To date neither party has pursued such avenue of determination.

The Arbitrator can only retain jurisdiction to rule upon the proposal if and when the PERC determines that the question is a mandatory subject for negotiations. The Arbitrator will accordingly retain jurisdiction, so that in the event that either party pursues a SCOPE Petition, and an affirmative ruling is obtained, he can then render an Award thereon.

3. The final PBA proposal evolved around prohibiting the Township from replacing present bargaining unit positions with non-Police Officers or by part time or other personnel.

Hereto, the Township contended that this represents a non-mandatory, non-negotiable item, as this too, interferes with the exercise of inherent managerial prerogatives.

The PBA argued ". this clause has been ruled by the P. E. R. C. to be a mandatory subject of bargaining."

The PBA also contended that the P. E. R. C. originally so ruled in 1979 and in June 1983 reaffirmed their earlier decision.

Apparently the Township, between the time it submitted its brief, and the time it submitted its reply to the PBA brief, checked and found that the issue is negotiable. That is the only conclusion that can be gleaned from the Townships statement ". even though the clause may have been deemed to be negotiable, it does not mean that the clause must be granted to an employee Union."

No fault can be found with such statement. Merely because something is negotiable, it is not a given benefit. It must be negotiated and agreed upon jointly or Awarded through an Interest Arbitrator. In short, it is something that I must rule on and not defer an intermediate decision to P. E. R. C.

Police work is Police work. Positions covered by bargaining unit members should continue to be manned by bargaining members. No one should be terminated solely for the purpose of filling the position with a non-Police Officer or part time personnel.

But what about attrition? If one retires, must the position forever be filled by a Police Officer. The answer must be in the negative, though it is unlikely that positions now in the unit could possibly be filled by one other than a Police Officer.

A Police Department is not a manufacturing plant or other industry, wherein "feather bedding" could be a problem. Police work is unique work, and should not be filled by non-Police personnel.

The proposed language is not needed so as to protect current employees. It is needed to perpetuate positions and nothing more.

The proposal will be rejected. ✓

The sole Township non-economic proposal involved the elimination of longevity so far as new employees are concerned.

The one problem with the Township proposal is that same becomes retroactive to January 1, 1983 and anyone hired between that day and the present, would not be entitled to the longevity that would be due some three years after initial employment.

Does anyone fall into such category? Has the Township hired anyone subsequent to January 1, 1983?]

If the answer is in the affirmative, such individuals must be excluded in order to recommend the proposal. After all the benefit, though prospective in nature, could have been a determining factor in the individual electing to join the Saddle Brook Police Department rather than the Police Department of another, perhaps neighboring, community.

Thus there is no way for a clean unequivocal Award. Certain necessary facts are missing.

NOW THEREFORE, as the duly appointed Arbitrator, after having read and examined all of the materials and documents presented herein, and after carefully evaluating same, and after taking into careful consideration the requirements of N. J. S. A. 34:13A-16 (G), I make the following -

A W A R D

1. That the economic package of the Saddle Brook PBA Local #102 be the basis of the settlement covering calendar years 1983 and 1984, retro-active to January 1, 1983. p-5

2. That the PBA proposal relating to Article 32 deletion be REJECTED, and that Article 32 remain in the 1982-1983 contract. p-6

3. That the PBA proposal relating to "Replacements" be REJECTED. p-7

4. That the Township proposal relating to "Longevity" be the subject of an affirmative recommendation PROVIDED that no person irregardless of the date of hiring, now in the Department be effected. 7

That future hirees be excluded from the provisions of the present Longevity contractual provision.

A W A R D (Continued)

5. That the Arbitrator retains jurisdiction over the third PBA non-economic proposal relating to "Departmental Investigations".

p 6

That should, as a result of a SCOPE Petition, the P. E. R. C. rule that the subject is negotiable, then same shall be referred back to this Arbitrator for a ruling.

Dated: Massapequa, N. Y.
August 23, 1983


LAWRENCE L HAMMER

State of New York) ss: -
County of Nassau)

On the 23 day of August, 1983, before me came Lawrence I. Hammer, to me known to me to be the person who executed the foregoing Interest Arbitration Award, and he duly acknowledged to me that he executed the same.



ROSEMARIE BLOOM
NOTARY PUBLIC, State of New York
No. 01 BL461336
Qualified in Nassau County
Commission Expires March 30, 1985

and the provisions contained in this ordinance shall also be effective for the year 1984 as indicated in Article I.

ARTICLE IV: All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed as to such inconsistencies or parts of inconsistencies.

ARTICLE V: This Ordinance shall take effect upon final passage and publication as provided by law.

APPROVED

TOWNSHIP OF SADDLE BROOK

ATTEST:

DOLORES JOHNSON
Township Clerk

By: _____
RAYMOND C. SANTA LUCIA
Mayor

THOMAS L. TRIER, Council President