

PROSECUTOR'S TASK FORCE ON REGIONALIZED POLICING

SUBCOMMITTEE NO. 6:

INTEGRATION OF LABOR CONTRACTS

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**To: The Honorable Geoffrey D. Soriano, Somerset County Prosecutor
Dr. Richard Celeste, Deputy Chief (ret.) Somerset County Police Academy**

Subcommittee No. 6, Integration of Labor Contracts, herewith submits its report to the Prosecutor's Task Force on Regionalized Policing. The members of Subcommittee No. 6 greatly appreciated the opportunity to participate in the Task Force, and to contribute to the County's effort to improve police services in the nineteen municipalities of Somerset County.

Respectfully Submitted

William H. Horton, Esq.
Chairman

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SYNOPSIS

Integration of Labor Contracts is a critical stage in the formation of a Regional Police Force and is essential to administer and implement the initial and ongoing functions of a Regional Police Force. Taking a unified approach to required collective bargaining permits each police officer participating in the Regional Police Force to preserve the benefits of his or her former employment with any participating municipality and to be treated fairly and without prejudice. Such a unified approach also assures Somerset County and its citizens that they will be able to retain the best, the brightest and most experienced officers for the Regional Police Force.

A Regional Police Force would safeguard for the future the benefit of the officers' collective knowledge, experience and community connection with each participating municipality. Organization of the workforce in the manner outlined in this report would facilitate a seamless transition to a Regional Police Force. At the same time it would permit the Regional Police Force and the majority representative to negotiate fair but cost-effective agreements with new entrants to the Regional Police Force who were not previously employed by participating municipalities.

CONCLUSIONS AND RECOMMENDATIONS

As explained in detail below, Team 6, Integration of Labor Contracts, was presented with the task of recommending a best practice for combining police officers from each of the municipalities participating in the Joint Meeting into a unified workforce, while at the same time fostering positive labor relations with their majority representative (in all cases the Police Benevolent Association (“PBA”)) and complying with all of the applicable statutory and collective bargaining requirements.

After conducting intensive and thorough legal research and analysis, including review of other regional or consolidated fire and police departments, and conferring with PBA representatives, Team 6 concluded that the best practice for integrating labor contracts would be a two-division organization. Because the New Jersey Employer-Employee Relations Act (“EERA”) does not permit supervisory employees to be members of the same collective bargaining unit as rank and file members, each division would consist of two bargaining units, one for supervisors and one for rank and file members.

The first division (“Division One”) would consist of all new police hires, with two separate bargaining units for the supervisory and rank and file groups of employees. The majority representative of each of the bargaining units would negotiate a new collective bargaining agreement on its unit’s behalf with the Joint Meeting. This agreement would eventually cover all police employees of the Joint Meeting, and is intended to be fair and equitable, as well as cost-effective.

The second division (“Division Two”) would consist of all police employees (also with separate bargaining units for each of the supervisory and rank and file groups of employees) of participating municipalities who were previously employed under an existing collective bargaining agreement. As required by governing statutes, wherever police employees have an existing collective bargaining agreement, the terms and conditions of that agreement would continue to apply until a new agreement is negotiated with the Joint Meeting. Additionally, the statute requires specifically that seniority, tenure and pension rights of these full-time law enforcement officers must be preserved and that no officers employed with participating municipalities may be terminated without cause.

Taking all of these factors into account and considering the cost and length of time spent in litigation and/or interest arbitration by other regionalization efforts, Team 6 determined that the best course of action is to preserve the rights and benefits of existing police employees by honoring their existing collective bargaining agreements until termination or retirement rather than negotiating new agreements with them as Division Two employees, *except* that across-the-board wage increases given to Division One employees would also be applied to existing salary schedules of Division Two employees, and contributions to health benefits would be governed by statute. Existing Division Two collective bargaining agreements would only be phased out by way of attrition and/or retirement of police officers until such time as all police employees are covered under the general, Division One collective bargaining agreement. Promotions after consolidation may prove problematic because the collective bargaining agreements for Division Two employees contain promotional procedures and criteria which differ from each other and from the Division One collective bargaining agreement. Offering Division Two employees who

become eligible for a promotion a choice between remaining in the present position under the Division Two contract or accepting the promotion and becoming a Division One employee subject to the Division One collective bargaining agreement is a viable solution to this problem. It would promote consistency and fairness across the bargaining units, and facilitate the transition to a workforce composed only of Division One employees.

Although much work remains to be completed and many details must be finalized, Team 6 concludes that integration of the labor contracts for the Regional Police Force is a viable undertaking that can be accomplished through the continued hard work and cooperation of all the stakeholders.

FOCUS OF THE COMMITTEE

Team 6 was tasked to focus specifically on the labor issues associated with integrating the collective bargaining agreements from each of the participating municipalities and to arrive at a recommendation for a best case scenario for collective bargaining agreements, as well as any alternate models that might be helpful, inclusive of salary and benefit packages¹.

In the course of carrying out this mandate, Team 6 made the following assumptions which were critical to its deliberations and recommendations on the labor issues:

1. The report of Subcommittee No. 3, Organizational Structure, Crime Analysis, Scheduling and Deployment, would control how the administrative structure of the Regional and its various precincts would be organized. As of the date of this report, Subcommittee No. 3 has recommended a 5-precinct plan with one Central Administration defined as a Joint Meeting for purposes of the Uniform Shared Services and Consolidation Act.
2. Team 6 considered and rejected any configuration of the Joint Meeting labor contracts other than that with one Central Administration and a single majority representative for each of the rank and file and supervisory bargaining units, because the result would otherwise be unwieldy and would create significant problems in cost, administration and implementation.
3. The approach to the terms and conditions of employment for each member of the Regional Police Force would at all times acknowledge and be subject to the governing statutory mandates which require municipalities and the Regional to recognize and preserve the seniority, tenure and pension rights of full-time law enforcement officers employed by each of the participating local units.

¹ It should be noted that integration of labor contracts was only viewed from the perspective of police employees of the Joint Meeting. Any collective bargaining agreements for non-uniformed employees must be considered separately, but many of the guiding labor principles would be the same.

4. Existing collective bargaining agreements in participating municipalities previously negotiated under the EERA will apply to the rights of members of those respective bargaining units until a new contract is negotiated, reduced to writing and signed by the parties.
5. The Team 6 recommendation to preserve the rights and benefits of existing police employees by honoring their existing collective bargaining agreements until termination or retirement rather than negotiating new agreements with them as Division Two employees will minimize the costs and effects of any potential subsequent litigation and interest arbitration and increase employee morale in the transition period.
6. No full-time law enforcement officers employed by each of the participating local units would be terminated except for cause.
7. Sufficient funding would be available for start-up and on-going administration of the Regional.
8. A sufficient number of Somerset County municipalities would elect to join the Regional to make it practicable.
9. There would be sufficient support from the labor union(s) involved to implement the Regional as proposed.
10. There would be a separate salary guide developed for new hires who are not currently affiliated with any municipality's bargaining unit.

ISSUES CONSIDERED BY TEAM 6

A. Identify the Controlling Statutory and Legal Mandates²

1. The Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.)
2. The New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et seq.)
3. The New Jersey Police and Fire Interest Arbitration Reform Act (N.J.S.A. 34:13A-14 et seq.)
4. The Public Employment Relations Commission Regulations and Pertinent Decisions
5. Public Law 2011, Chapter 78 ("Chapter 78")

² Proposed legislation eliminating payouts for vacation and sick time is pending.

B. Identify How Existing Collective Bargaining Agreements Could Be Equitably and Efficiently Consolidated

1. Review and analyze governing statutory schemes.
2. Review and analyze other consolidation efforts, including those within and outside New Jersey.
3. Seek guidance from PERC regarding consolidation and joint meeting process.
4. Conduct detailed review and analysis of North Hudson Regional Fire and Rescue, as recommended by PERC.
5. Confer with the Task Force's consultant, Tom Banker, to discuss the findings and recommendations in his report.
6. Collect and analyze existing Collective Bargaining Agreements ("CBAs") within the nineteen (19) municipalities of Somerset County.
7. Create a searchable database of terms and conditions of existing CBAs.
8. Confer with and obtain input from the PBA to facilitate full cooperation and buy-in of current majority representatives.

C. Identify Models for Integrated Labor Agreements

1. Consider negotiation of separate agreements with each of the five precincts, within one central administrative unit.
2. Consider negotiation of collective bargaining agreements across the five precincts - one for rank and file and one for supervisory bargaining units, within one central administrative unit.
3. Consider the effect on overall labor relations of statutory requirements to maintain existing collective bargaining agreements and preserve seniority, tenure and pension rights of full-time law enforcement officers.
4. Consider a two-division system whereby employees with existing CBAs retain all of the terms and conditions of those pre-existing agreements, except that where a separate CBA is negotiated for new hires all employees would benefit from across the board increases to base salary.

ANALYSIS AND DISCUSSION

A. The Underlying Statutory Scheme Controls the Parameters For Organization of the Workforce Going Forward

The Uniform Shared Services and Consolidation Act specifically provides that where municipalities are intent on merging to form a new entity or “Joint Meeting” under the Act, labor relations must be guided by two important directives:

1. The collective bargaining agreement arrived upon must recognize and preserve seniority, tenure and pension rights of every full-time law enforcement officer who is employed by each of the participating local units and who is in good standing when the ordinance is passed and none of those law enforcement officers shall be terminated except for cause; See N.J.S.A. 40A:65-8; and
2. When the Joint Meeting merges bargaining units with existing contracts negotiated under the EERA, the terms and conditions of the existing contracts shall apply to the rights of the members of the respective bargaining units until a new contract is negotiated, reduced to writing, and signed by the parties as provided pursuant to law and regulation. See N.J.S.A. 40A:65-18.

Practically speaking, this means that under The Uniform Shared Services and Consolidation Act, the Joint Meeting must honor and comply with each and every existing CBA for all employees of participating municipalities and cannot alter or diminish their seniority, tenure or pension rights.

The second underlying statutory tenet is that under the EERA, no “supervisor having the power to hire, discharge, discipline, or to effectively recommend the same, ha[s] the right to be represented in collective negotiations by an employee organization that admits non-supervisory personnel to membership.” N.J.S.A. 34:13A-5.3. This means the workforce must consist of two separate bargaining units, one for the supervisors and one for the rank and file members. Further, under The New Jersey Police and Fire Interest Arbitration Reform Act, the resolution of the negotiable “issues in dispute shall be binding arbitration under which the award on the unsettled issues is determined by conventional arbitration.” N.J.S.A. 34:13A-16d. (discussing interest arbitration and standards applied).

As recently amended, the Interest Arbitration Reform Act provides that any interest arbitrator will be prohibited from issuing an award that increases base salary items by more than 2.0% of the aggregate amount expended by the public employer on base salary items for the members of the affected employee organization in the twelve months immediately preceding expiration of the agreement. N.J.S.A. 34:13A-16.7.

B. Review of Other Consolidation Efforts Weighs In Favor of a Two-Division Organization

Team 6 conducted a far-ranging and detailed appraisal of numerous consolidation efforts both within and outside of New Jersey. Among the localities reviewed were:

- Regional Police Services in Pennsylvania
- City of Lambertville/Township of West Amwell/Township of East Amwell
- Borough of Hightstown/Township of East Windsor
- Borough of Medford Lakes/Township of Medford
- Township of Mine Hill
- Borough of Ogdensburg/Township of Sparta
- Borough of Tuckerton/Township of Little Egg Harbor
- Borough of Swedesboro/Township of Woolwich
- Boroughs of Belmar, Bradley Beach, Lake Como, Neptune City & Avon by the Sea/Township of Neptune
- Township of Cinnaminson/Borough of Palmyra/Borough of Riverton
- Borough and Township of Princeton
- Borough of Point Pleasant Beach
- North Hudson Regional Fire and Rescue

In New Jersey, the only Joint Meeting of more than two (2) municipalities that has reached the point of negotiating new collective bargaining agreements is North Hudson Regional Fire & Rescue (“North Hudson”). Accordingly, we analyzed the North Hudson regionalization process as a framework for our own experience, identifying the aspects of that process that worked effectively as well as areas for improvement. In North Hudson, five municipalities were merged into two bargaining units of Fire Officers and Fire Fighters. All of the pre-existing collective bargaining agreements were honored and terms and conditions of employment had to be administered on the basis of each of them separately until the new agreement was executed. Additionally, no fire officers or fire fighters were terminated and reduction in force was accomplished by attrition.

One of the greatest impediments to regionalization can be the availability of start-up funds (i.e., for facilities and equipment). In North Hudson, availability of considerable state financial aid and support was a key element in accomplishing the regionalization. Another impediment to regionalization can be the procedure necessary to negotiate and implement a new collective bargaining agreement. In North Hudson, the negotiations for a new collective bargaining agreement failed and a massive interest arbitration was conducted which resulted in arbitration opinions of over 400 pages. Part of the difficulty in the negotiations resulted from having to integrate several different collective bargaining agreements containing a broad range of provisions into one agreement. Even the interest arbitrator was unable to make the ultimate

agreement uniform and a number of individual provisions where the benefit was difficult to merge or unify were “red circled” so as to retain them for a particular person until his or her termination or retirement. From start to finish, the North Hudson process took approximately five years. Even after the interest arbitration and appeal processes were completed in North Hudson, there are remaining legacy costs in each of the bargaining units which will have to be evened-out through future negotiations.

One of the pitfalls of this process was that the unions were not involved in the planning or the implementation of the North Hudson Joint Meeting. There was a substantial amount of litigation prior to the interest arbitration and there was opposition in the participating municipalities to the elected officials who had unilaterally mandated the process. This resulted in significant costs of labor counsel necessary to resolve the litigation, the interest arbitration and other labor issues.

In the course of the interest arbitration and subsequent appeals, the union argued that new contract terms on such issues as salary, longevity, terminal leave, sick leave and vacation should be set at the highest level found in any of the prior agreements. In contrast, North Hudson claimed that the most weight should be given to its status as a new employer and maintained that it should not be encumbered by the terms of prior agreements. The arbitrator rejected both parties’ arguments. Instead, the arbitrator for North Hudson utilized the following guidelines - subsequently upheld by the Public Employment Relations Commission, which provide the Somerset County Joint Meeting with guidance for moving forward with its own negotiations process.

Guideline No. 1: To the extent feasible, merging or unifying major terms and conditions of employment should be achieved for those employees who were employed by the municipalities prior to regionalization. As an example, major compensation issues should be at uniform levels, even if accomplished over time to ease the burden on North Hudson.

Guideline No. 2: To the extent it is not feasible to merge or unify major terms and conditions of employment, certain benefits must be retained even if not enjoyed by the remainder of the workforce to avoid unfair individual impact. For example, certain benefits have accrued over the course of a career with a reasonable expectation of continuance until retirement.

Guideline No. 3: Terms and conditions of new employees hired post-regionalization should give some weight to pre-existing agreements but more weight to establishment of [a regional police force] as a new employer, but not so disparate from others so as to affect morale and unity among all.

The recommendation of a two-division system of labor organization by Team 6 is a logical conclusion from and consistent with the guidelines developed in the North Hudson process. The two-division system will permit: (1) compensation to be standardized at uniform levels over time; (2) certain individual benefits to be retained until termination or retirement because there is a reasonable expectation of their continuation; (3) the Division One collective bargaining agreement for new hires to reflect the status of the Somerset County Joint Meeting as a new employer, and (4) CBA terms that are not so different as to adversely affect the morale and unity among the employees.

Team 6 viewed all of these issues in light of the 19 municipalities involved³ as compared to only 5 in North Hudson and questioned whether the Task Force could reach its goal within the existing statutory framework and current State budgetary constraints. For these reasons, Team 6 met with Mr. Banker to obtain his input. Mr. Banker stated that the current statutory framework and lack of State funding could be serious impediments to accomplishing a regionalization in Somerset County, and he suggested that the impetus for regionalization should be combined with an opportunity to press the legislature for change.

Notwithstanding, Team 6 maintains that the two-division system as recommended should result in significant savings because it would likely eliminate the need for the kind of intensive negotiations, litigation and interest arbitration that took place in North Hudson. Additionally, by soliciting and obtaining input from and the cooperation of the majority representative in Somerset County, it is more likely to reduce the municipal negativism and opposition that occurred in North Hudson. In this manner, regionalization would facilitate morale and unity among the employees and within the participating communities.

C. Review of Existing Collective Bargaining Agreements Across Municipalities

As part of its review process, Team 6 collected and analyzed the existing collective bargaining agreements from all nineteen (19) potential participating municipalities.⁴ It is anticipated that, if the Joint Meeting is agreed upon, integration of labor contracts involved would not take place until approximately two years later, thereby making the data collected somewhat outdated. Some of the major terms and conditions of employment that would be included in the new Division One collective bargaining agreement are described in Section E, below, and summary information found in the Appendix has been included simply to show the range of compensation and benefits currently in effect. This sample of the data collected will act as an estimate or starting point for the Joint Meeting negotiations that will take place at a substantially later date. The entire array of information is available on the database. (See Appendix, Tables 1 through 15).

D. Input from the PBA: Creation and Representation of Joint Meeting Bargaining Units.

All of the police departments within the nineteen (19) municipalities are represented by local units of the PBA. In order to obtain input and direction from their majority representative, Team 6 met with Detective Patrick Colligan of the Franklin Police Department. Detective Colligan is the state delegate for PBA Local 154 and the Chairman of the Somerset and Middlesex County PBA Conference. Additionally, Detective Colligan has just completed a term as a Commissioner

³ While Somerset County is comprised of twenty-one (21) municipalities, only nineteen (19) have police departments. Rocky Hill and Millstone are patrolled by the New Jersey State Police. Rocky Hill and Millstone have been invited to participate in a county-wide police department.

⁴ Collective bargaining agreements from each municipality have been combined in an electronic database. Copies will be available upon request.

for PERC, working on several cases involving North Hudson. Detective Colligan's suggestions were supportive of and consistent with the conclusions reached by Team 6.

Detective Colligan agreed with Team 6 that a single local PBA would be more effective in accomplishing the goals of consolidation than five separate locals. One local would be more cost effective, would not foster the competitiveness likely to be engendered by a 5-unit system, nor would it dilute the economic benefits of consolidation as would a 5-unit system. Referencing the cost and extent of the litigation and interest arbitration in North Hudson, Detective Colligan agreed with Team 6 that officers with pre-existing contracts should remain subject to those agreements through termination or retirement, as if their agreements had been "red circled", except that they would receive the benefit of Division One negotiated across-the-board wage increases. This would allow those officers with pre-existing contracts to finish out their careers under the old agreements. In contrast, new hires would negotiate for a new collective bargaining agreement.

During the transition period prior to implementation of the Joint Meeting, the Somerset/Middlesex County Conference could begin drafting a proposed collective bargaining agreement for new hires that would not be so different from the pre-existing contracts, yet maintain competitive salary and benefits that would attract and retain qualified new hires.

In order to consolidate the employees of the Joint Meeting under one majority representative, the PBA locals involved would have to be dissolved by consent and one local PBA would be created that would petition for representation of the two bargaining units (supervisors and rank and file) through PERC. Assuming the petition was granted and the single local elected by the members, the Joint Meeting police force would then have two bargaining units (supervisors and rank and file) represented by a single local PBA. In order to assure that each of the precincts is represented in the local, informal "representatives" or "shop stewards" could be elected by the membership of the precinct which could then make up the negotiating committee for the local. Of course, all matters concerning the majority representation of bargaining unit members and their collective negotiations will be handled by PBA representatives, subject to PBA by-laws and rules.

E. Terms and Conditions of Employment

Subjects of negotiations are mandatorily negotiable or non-negotiable. Employers and unions are obligated to bargain in good faith over mandatory subjects. Only police and firefighters are permitted by statute to insert permissive subjects in their negotiations. N.J.S.A. 34:13A-16(f)(4). Generally speaking, a subject is within the scope of mandatory negotiations if (1) the subject *intimately and directly affects the work and welfare of public employees*, (2) the subject is not preempted by statute or regulation, and (3) a negotiated agreement would not significantly interfere with the determination of governmental policy. A permissive subject of negotiations remains in effect only during the term of the agreement and may be deleted from a successor agreement by either party refusing to negotiate that item. The scope of permissive subjects is narrowly restricted to those items that do not *intimately and directly affect the work and welfare* of police and firefighters and do not substantially limit governmental policy-making powers.

1. Mandatory, Permissive and Non-Negotiable Subjects of Bargaining

Compensation is the most basic mandatorily negotiable term and condition of employment. Included within the scope of “compensation” is, for example: rate of pay, work hours, clothing allowance, increments, tuition reimbursement, bonuses, health benefits, vision care, shift differential, paycheck distribution date, terminal leave pay, work performed in a different pay category, longevity allowance, step movement, amount of leave time, and blanket restrictions on outside employment.

Some mandatorily negotiable subjects arise from non-negotiable managerial prerogatives. For example, assignments, transfers and reassignments are generally a non-negotiable managerial prerogative, but contract clauses requiring assignments based on seniority, where the qualifications of employees are substantially equal, are mandatorily negotiable. Promotional criteria are not negotiable, but promotional procedures are, as is the transfer of unit work to non-unit employees. Management retains the prerogative to determine how many employees are needed to work a particular shift under particular circumstances, but the amount of premium pay received for working alone after dark, for example, would be mandatorily negotiable.

Permissive subjects of negotiations might include: management’s agreement to allow negotiations on the issues of assignments, transfers, and reassignments; permitting employees to “grieve” the fairness of their evaluations; negotiating a “non-discrimination” clause into the contract; selection of the health benefits carrier; limits on the employer’s right to determine when layoffs or reductions in force are necessary; and a management rights clause.

Mandatory and permissive subjects of bargaining to be included in the Division One collective bargaining agreement for new hires would logically arise from the terms and conditions of the pre-existing collective bargaining agreements already in place and be subject to the agreement of the parties. They would likely include provisions for: management rights; grievance and arbitration; hours of work and overtime; holidays; vacation; personal days; sick leave; health benefits; base salary; military and bereavement leave; tuition assistance; longevity and seniority; no-strikes; outside employment; non-discrimination; work in higher rank; off-duty performance; liability insurance; vacancies and promotions; just cause for discipline; uniforms; and others as deemed mandatory or agreed upon among the parties.

2. Health Benefits Contributions Are Mandated by Chapter 78

As of June 28, 2011, the minimum health benefits contributions established under Section 39 of Chapter 78 are not negotiable or locally set for four years, or four years from the expiration of any contracts in effect on June 28, 2011. Chapter 78 mandates that public employees will pay their share of health benefits coverage whether it be sooner or later in accordance with the statute. Under Chapter 78, new employees in Division One will be obligated to pay 100% of the mandatory contribution, or the fully phased-in year-four contribution set by the statute, from the outset. Division Two employees who transfer to the Joint Meeting as a result of the service consolidation are not considered new employees. Division Two employees would thus be subject to the Chapter 78 four year phase-in of contributions beginning as soon as the applicable pre-existing collective bargaining agreement in effect on June 28, 2011 expires. Any Division

Two employees whose pre-existing collective bargaining agreements had expired prior to regionalization and were not re-negotiated would be treated as new hires for purposes of mandatory contributions to health benefits.

F. Issues to be Considered Going Forward

Although the two-division plan for integration of labor contracts sets out the basic framework for integration of labor contracts within the Regional Police Force, there are a number of issues that remain to be worked out. For example:

1. What will be the levels of base salary and benefits for Division One employees?
2. What will be the hiring process for new employees?
3. What will be the mechanism for transfer of officers from one precinct to another?
4. What levels of insurance benefits will be offered and at what cost?
5. How will promotions be handled?

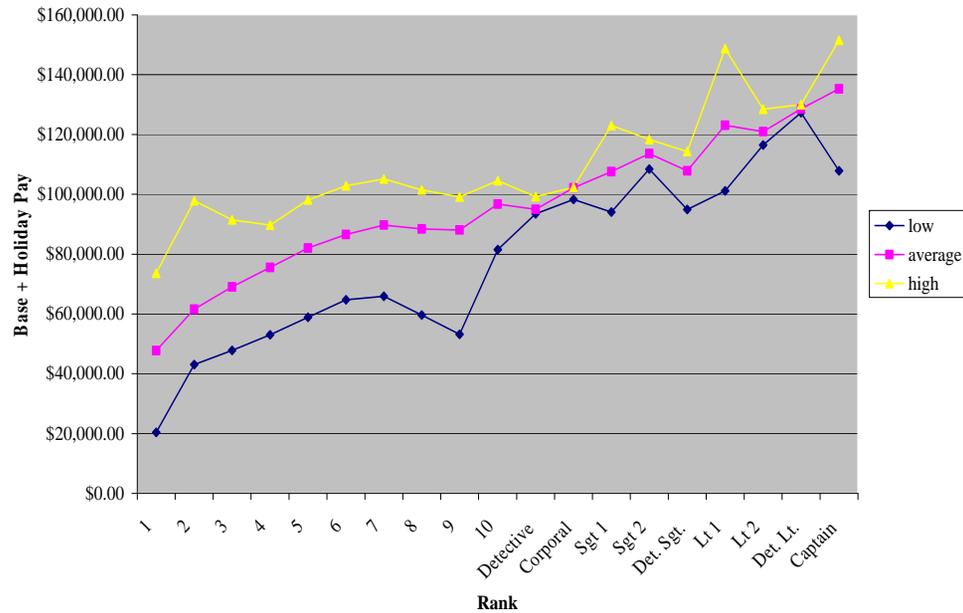
These questions cannot be answered prospectively, but must instead be finalized through the negotiations process between the Joint Meeting and the PBA.

Appendix

Tables 1 – 15

Tables 1 through 6 demonstrate the range of compensation across all municipalities and by precinct, highlighting the low, average and high numbers for each applicable pay grade. Footnote legend appears on page 20 following Table 6.

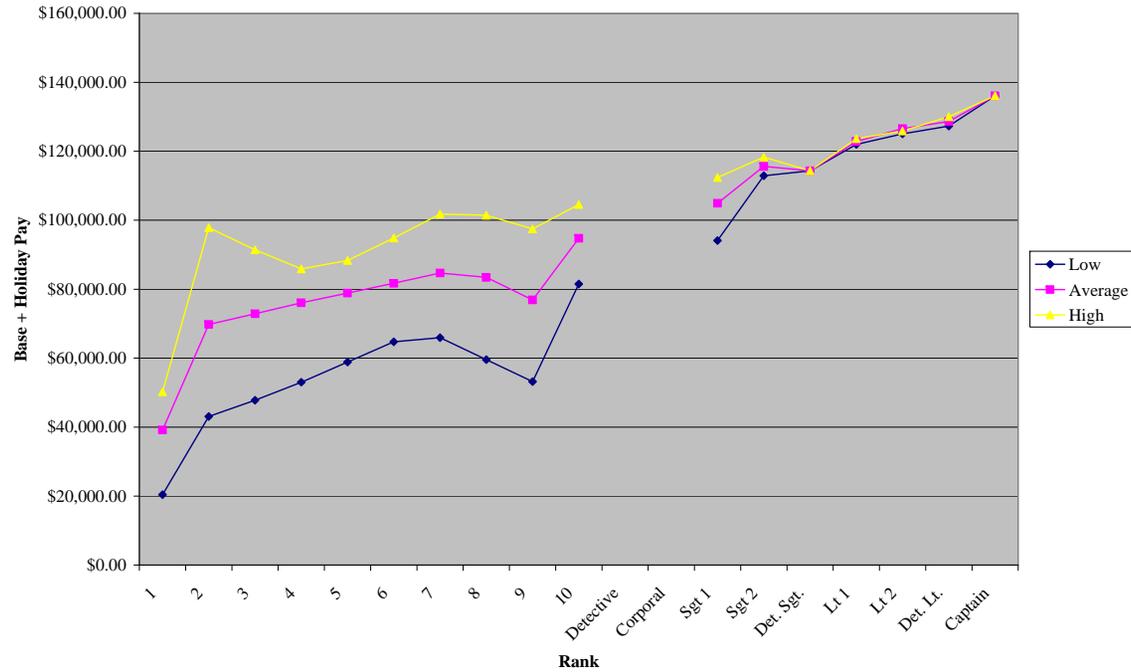
Table 1
All Municipalities Low-Average-High



year/rank	1*	2	3	4	5	6	7	8	9	10
low	\$20,400.00	\$43,076.00	\$47,775.00	\$53,030.00	\$58,864.00	\$64,750.00	\$65,941.59	\$59,567.06	\$53,192.53	\$81,513.00
average	\$47,723.02	\$61,551.19	\$69,021.52	\$75,518.46	\$82,038.72	\$86,573.70	\$89,724.86	\$88,373.26	\$88,085.08	\$96,686.13
high	\$73,627.00	\$97,822.81	\$91,439.72	\$89,696.39	\$98,106.07	\$102,857.49	\$105,140.00	\$101,449.00	\$99,182.00	\$104,542.52

Detective	Corporal	Sgt 1**	Sgt 2	Det. Sgt.***	Lt 1**	Lt 2	Det. Lt.***	Captain
\$93,450.79	\$98,326.00	\$94,086.00	\$108,454.00	\$94,944.74	\$101,134.83	\$116,469.00	\$127,309.00	\$107,838.58
\$94,966.73	\$102,188.60	\$107,596.29	\$113,577.08	\$107,864.25	\$123,090.78	\$120,997.00	\$128,530.00	\$135,252.00
\$99,232.00	\$102,299.00	\$123,005.00	\$118,316.32	\$114,324.00	\$148,700.31	\$128,470.00	\$130,000.00	\$151,526.00

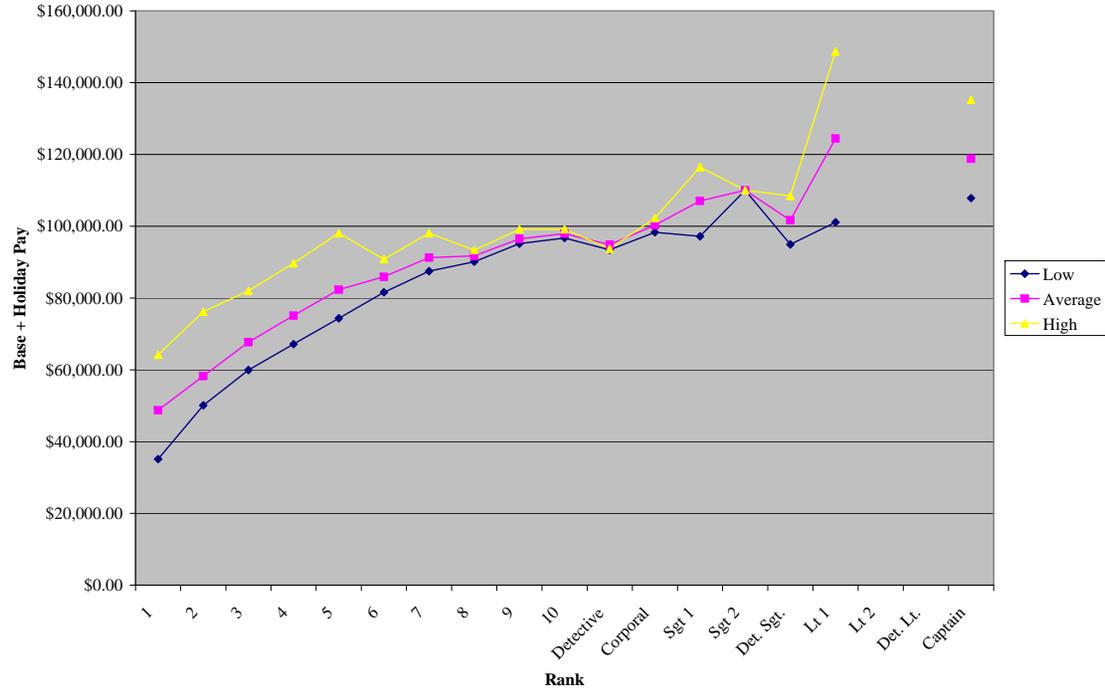
Table 2
Precinct 1 Low-Average-High
(Bedminster, Bernards Township, Bernardsville, Far Hills, Peapack-Gladstone, Warren)



year/rank	1*	2	3	4	5	6	7	8	9	10
low	\$20,400.00	\$43,076.00	\$47,775.00	\$53,030.00	\$58,864.00	\$64,750.00	\$65,941.59	\$59,567.06	\$53,192.53	\$81,513.00
average	\$39,170.08	\$69,789.25	\$72,862.14	\$76,041.43	\$78,869.19	\$81,702.07	\$84,678.06	\$83,412.41	\$76,871.84	\$94,776.10
high	\$50,216.00	\$97,822.81	\$91,439.72	\$85,895.84	\$88,353.00	\$94,837.00	\$101,784.62	\$101,449.00	\$97,508.00	\$104,542.52

Detective	Corporal	Sgt 1**	Sgt 2	Det. Sgt.***	Lt 1**	Lt 2	Det. Lt.***	Captain
		\$94,086.00	\$112,886.00	\$114,324.00	\$121,990.06	\$125,062.00	\$127,309.00	\$136,071.00
		\$104,920.32	\$115,601.16	\$114,324.00	\$122,818.03	\$126,585.74	\$128,654.50	\$136,071.00
		\$112,386.00	\$118,316.32	\$114,324.00	\$123,646.00	\$125,870.00	\$130,000.00	\$136,071.00

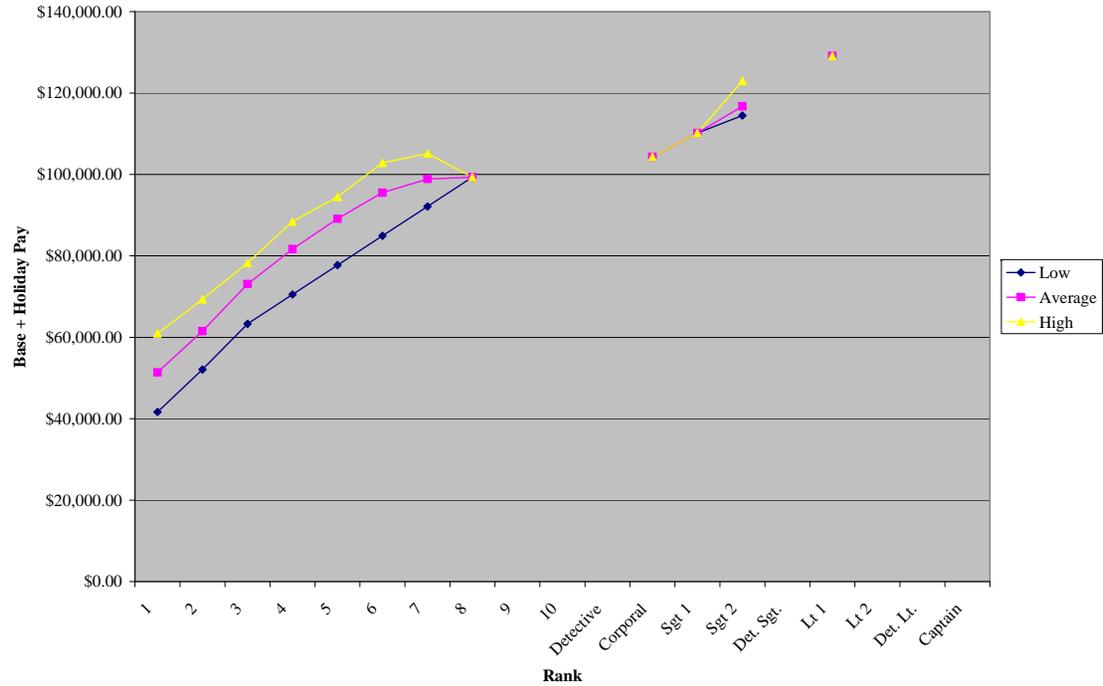
**Table 3
Precinct 2 Low-Average-High
(Branchburg, Bound Brook, Bridgewater, Raritan, Somerville)**



year/rank	1*	2	3	4	5	6	7	8	9	10
low	\$35,135.00	\$50,103.00	\$59,937.29	\$67,156.80	\$74,375.26	\$81,594.77	\$87,505.00	\$90,132.00	\$95,160.00	\$96,744.00
average	\$48,753.11	\$58,246.34	\$67,739.84	\$75,116.44	\$82,328.15	\$85,910.80	\$91,259.37	\$91,748.00	\$96,495.00	\$97,963.00
high	\$64,188.00	\$76,168.67	\$82,035.13	\$89,696.39	\$98,106.07	\$90,837.78	\$98,106.07	\$93,364.00	\$99,182.00	\$99,182.00

Detective	Corporal	Sgt 1**	Sgt 2	Det. Sgt.***	Lt 1**	Lt 2	Det. Lt.***	Captain
\$93,450.79	\$98,326.00	\$97,187.69	\$110,038.00	\$94,944.74	\$101,134.83			\$107,838.58
\$94,878.30	\$100,306.33	\$107,051.14	\$110,038.00	\$101,699.37	\$124,458.59			\$118,826.56
\$93,733.29	\$102,299.00	\$116,504.00	\$110,038.00	\$108,454.00	\$148,700.31			\$135,252.00

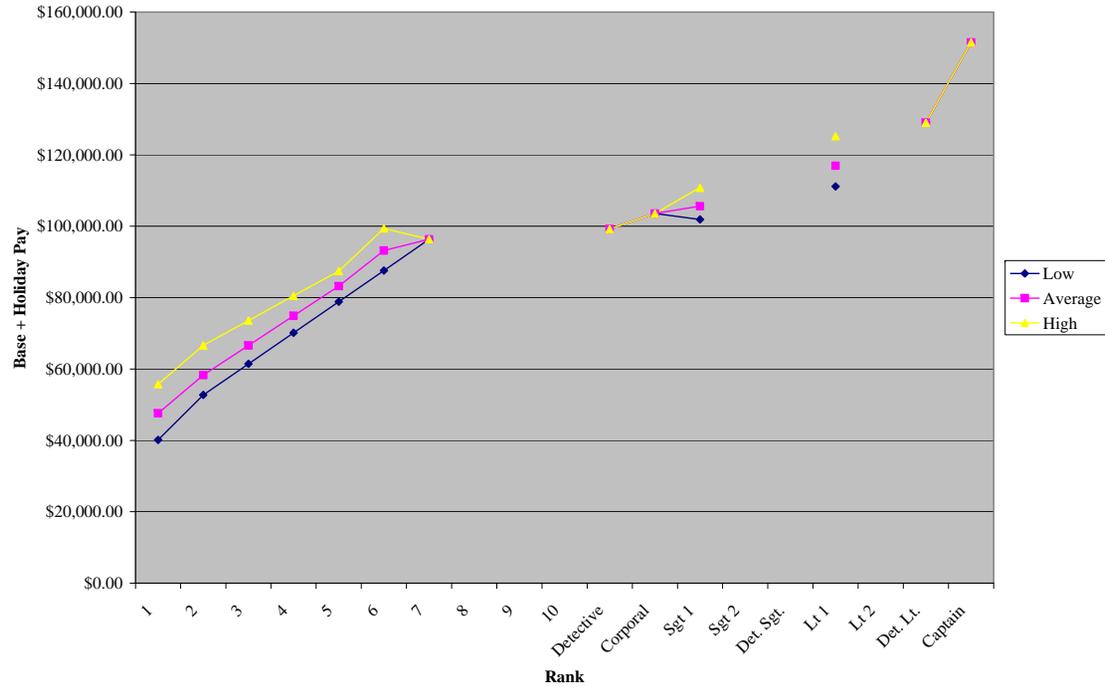
**Table 4
Precinct 3 Low-Average-High
(Hillsborough, Manville, Montgomery)**



year/rank	1*	2	3	4	5	6	7	8	9	10
low	\$41,676.25	\$52,089.23	\$63,312.40	\$70,521.63	\$77,729.81	\$84,937.98	\$92,147.21	\$99,354.33		
average	\$51,393.07	\$61,537.73	\$73,095.20	\$81,682.59	\$89,143.37	\$95,545.43	\$98,880.51	\$99,354.33		
high	\$60,961.84	\$69,340.97	\$78,251.00	\$88,429.00	\$94,475.20	\$102,857.49	\$105,140.00	\$99,354.33		

Detective	Corporal	Sgt 1**	Sgt 2	Det. Sgt.***	Lt 1**	Lt 2	Det. Lt.***	Captain
	\$104,322.31	\$110,190.15	\$114,471.93		\$129,120.39			
	\$104,322.31	\$110,190.15	\$116,746.40		\$129,120.39			
	\$104,322.31	\$110,190.15	\$123,005.00		\$129,120.39			

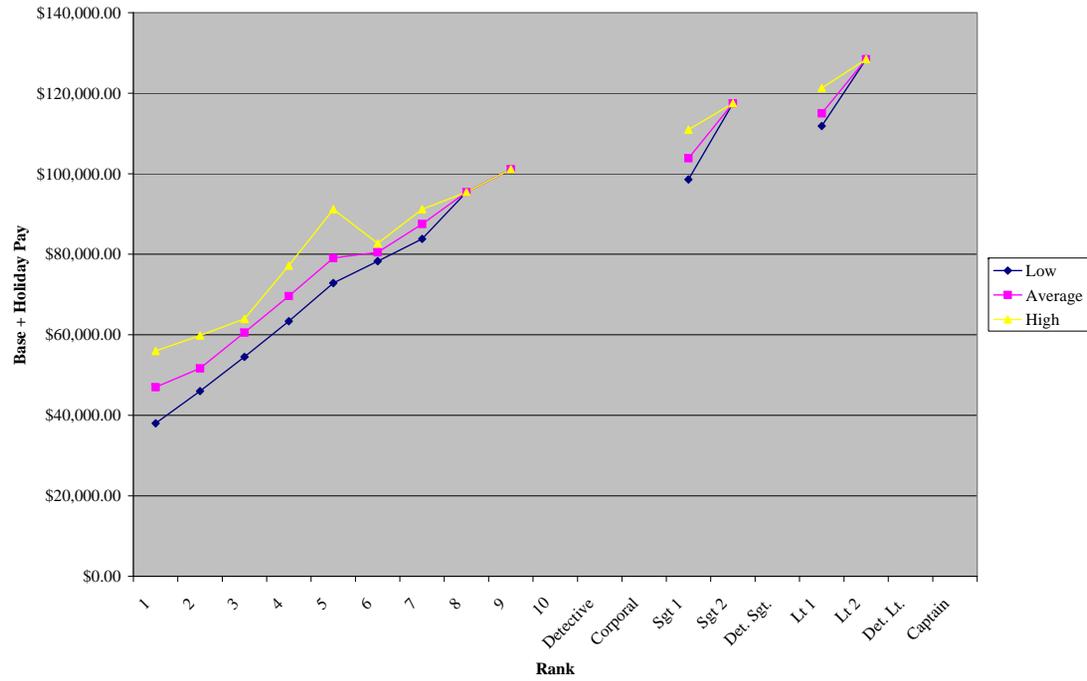
**Table 5
Precinct 4 Low-Average-High
(Green Brook, North Plainfield, Watchung)**



year/rank	1*	2	3	4	5	6	7	8	9	10
low	\$40,130.00	\$52,731.00	\$61,438.00	\$70,148.00	\$78,857.00	\$87,566.00	\$96,342.00			
average	\$47,610.70	\$58,310.59	\$66,614.25	\$74,917.90	\$83,222.23	\$93,201.21	\$96,342.00			
high	\$55,714.00	\$66,627.00	\$73,568.00	\$80,507.00	\$87,448.00	\$99,414.00	\$96,342.00			

Detective	Corporal	Sgt 1**	Sgt 2	Det. Sgt.***	Lt 1**	Lt 2	Det. Lt.***	Captain
\$99,232.00	\$103,568.00	\$101,885.58			\$111,148.57		\$129,002.00	\$151,526.00
\$99,232.00	\$103,568.00	\$105,626.53			\$116,944.52		\$129,002.00	\$151,526.00
\$99,232.00	\$103,568.00	\$110,793.00			\$125,245.00		\$129,002.00	\$151,526.00

**Table 6
Precinct 5 Low-Average-High
(Franklin, South Bound Brook)**



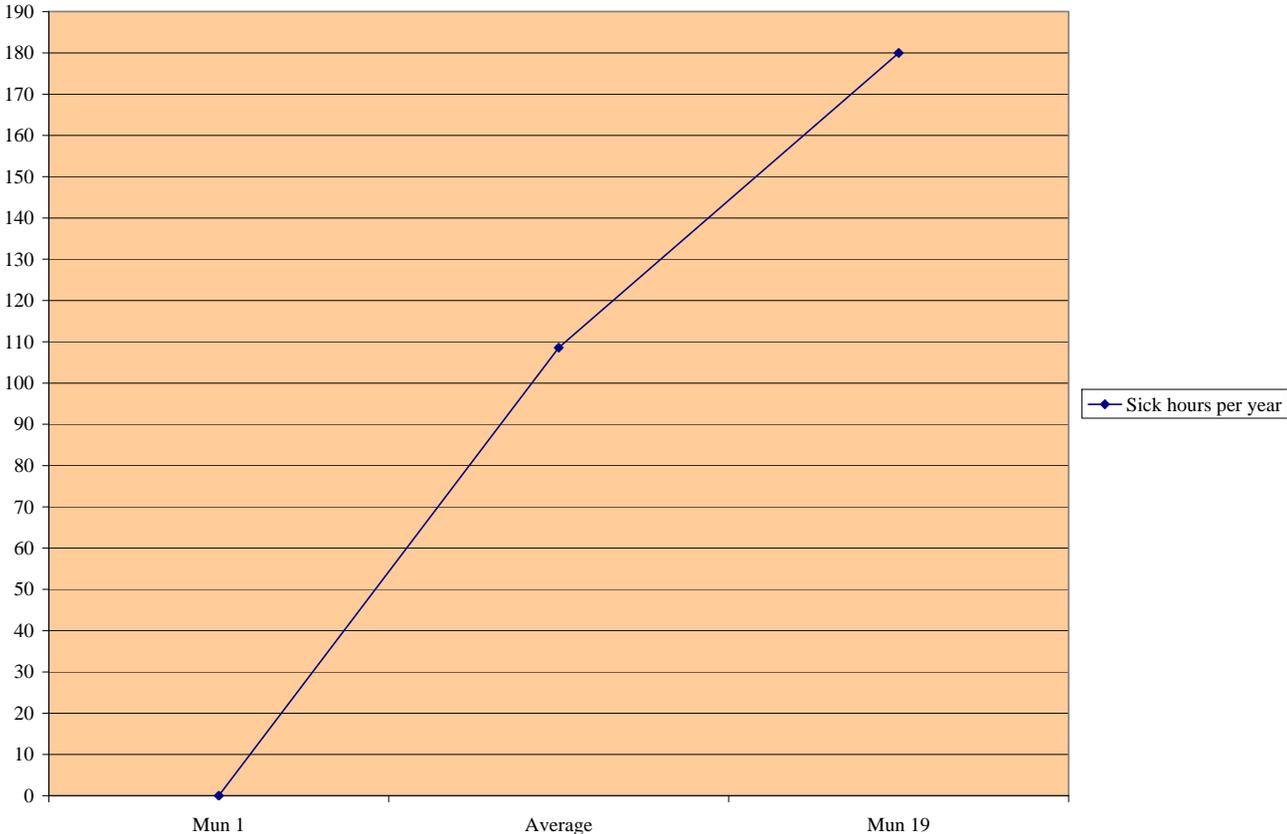
year/rank	1*	2	3	4	5	6	7	8	9	10
low	\$38,000.00	\$46,000.00	\$54,500.00	\$63,350.00	\$72,850.00	\$78,291.31	\$83,814.55	\$95,446.97	\$101,128.79	
average	\$46,979.74	\$51,650.01	\$60,531.25	\$69,632.35	\$79,062.57	\$80,495.66	\$87,499.27	\$95,446.97	\$101,128.79	
high	\$55,959.48	\$59,803.03	\$63,934.75	\$77,171.00	\$91,184.00	\$82,700.00	\$91,184.00	\$95,446.97	\$101,128.79	

Detective	Corporal	Sgt 1**	Sgt 2	Det. Sgt.***	Lt 1**	Lt 2	Det. Lt.***	Captain
\$38,000.00	\$46,000.00	\$54,500.00	\$63,350.00	\$72,850.00	\$78,291.31	\$83,814.55	\$95,446.97	\$101,128.79
\$46,979.74	\$51,650.01	\$60,531.25	\$69,632.35	\$79,062.57	\$80,495.66	\$87,499.27	\$95,446.97	\$101,128.79
\$55,959.48	\$59,803.03	\$63,934.75	\$77,171.00	\$91,184.00	\$82,700.00	\$91,184.00	\$95,446.97	\$101,128.79

- * Patrol 1 includes average salary for all pre-academy, academy and post-academy officers in their first year of service.
- ** Sgt 1 and Lt 1 include all average salary for Sergeants and Lieutenants upon appointment to that grade. There are 3 towns that have multiple grades of sergeant and 2 towns with multiple grades of Lieutenant.
- *** There are 2 towns that specify Detective Sergeants and 3 towns that specify Detective Lieutenants.

Table 7 demonstrates the range of sick hours per year highlighting the low, average and high numbers.

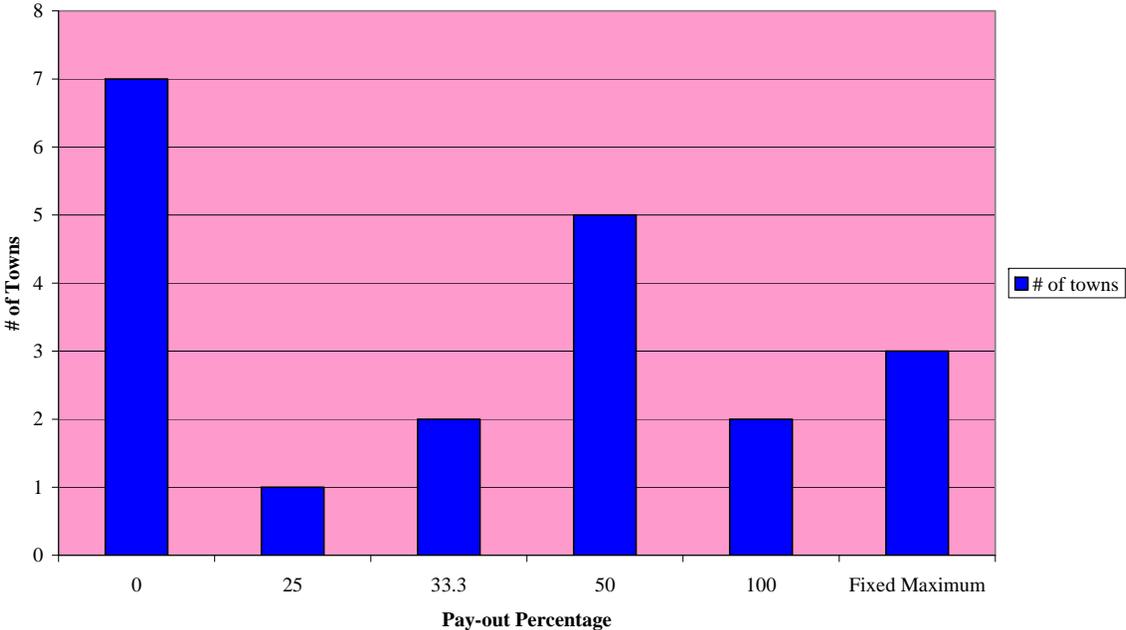
Table 7
Range of Sick Hours per Year Low-Average-High



	Mun 1	Mun 2	Mun 3	Mun 4	Mun 5	Mun 6	Mun 7	Mun 8	Average	Mun 9	Mun 10
Hours/year	0	0	0	56	84	96	96	96	108.5789	120	120
	Mun 11	Mun 12	Mun 13	Mun 14	Mun 15	Mun 16	Mun 17	Mun 18	Mun 19		
Hours/year	120	144	144	144	150	165	168	180	180		

Table 8 demonstrates the range of unused sick time at retirement permitted to be paid out, highlighting the low, average and high numbers.

Table 8
Range of Unused Sick Time at Retirement Permitted to be Paid Out*

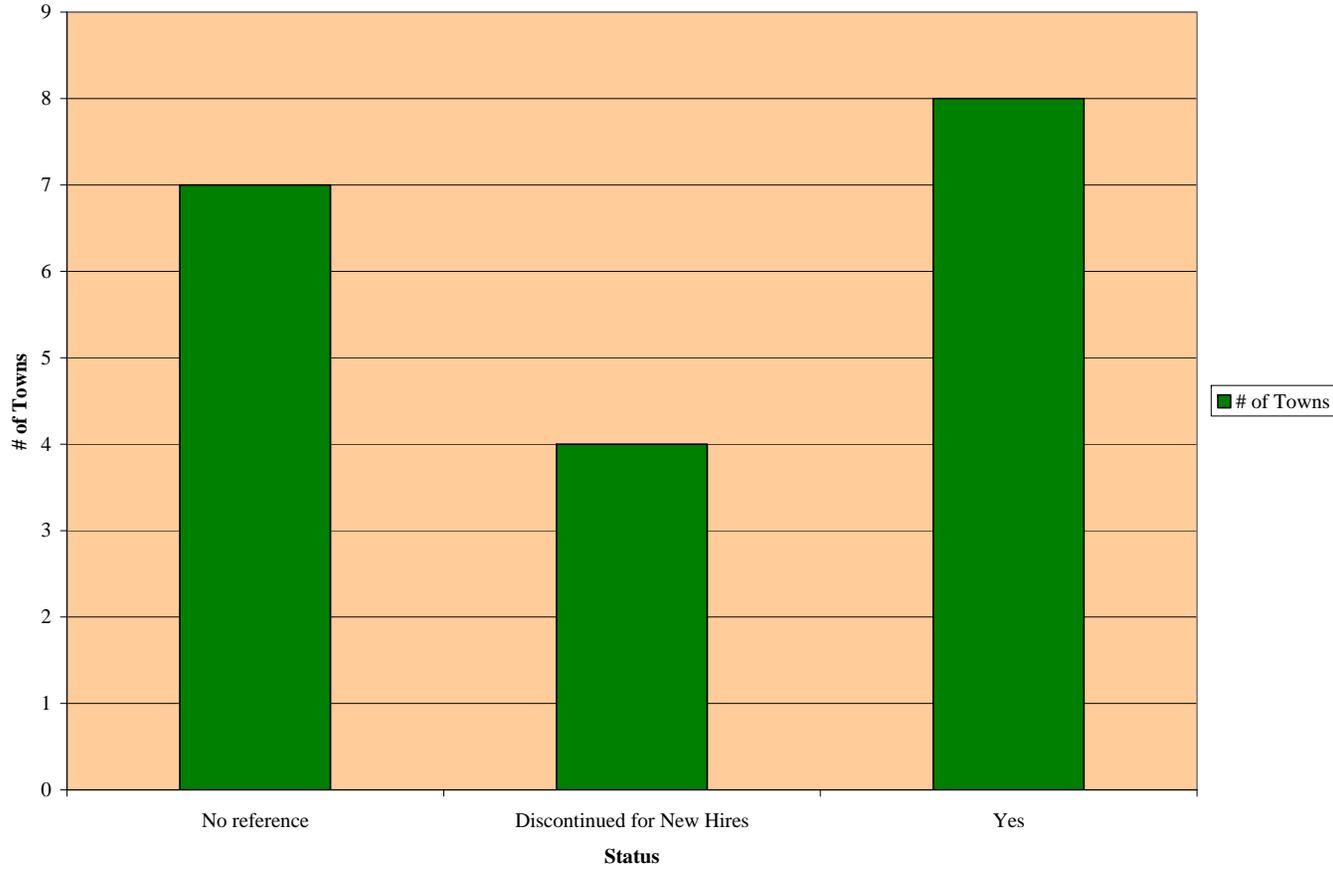


*Subject to pending legislation

Percentage reimbursed	0	25	33.3	50	100	Fixed Maximum
# of towns	7	1	2	5	2	3

Table 9 demonstrates the incidence of longevity bonus in existing collective bargaining agreements

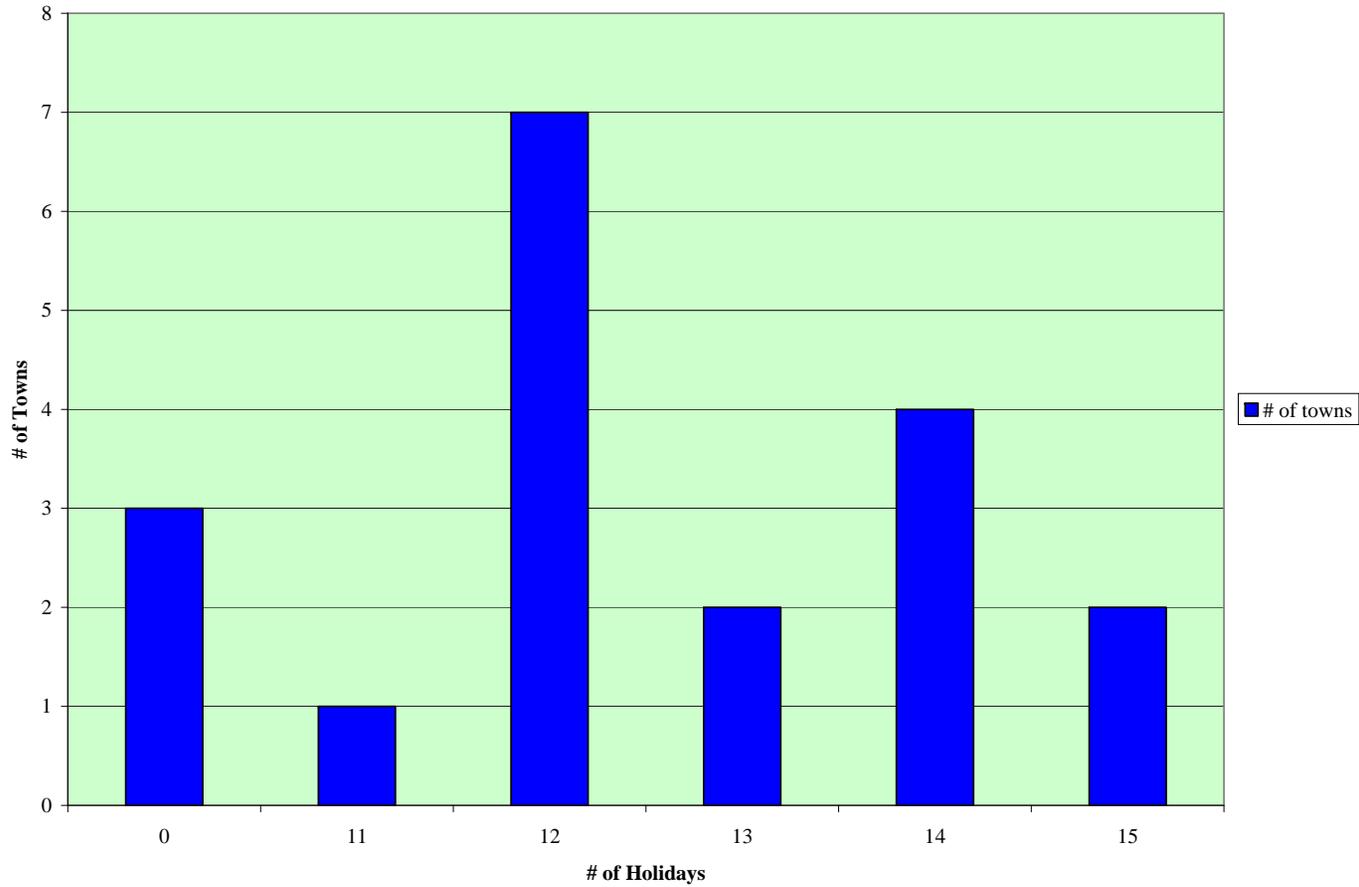
Table 9
Incidence of Longevity Bonus in Existing Contracts



Longevity pay provision in contract	No reference	Discontinued for New Hires	Yes
# of Towns	7	4	8

Table 10 demonstrates the incidence of paid holidays per year in existing collective bargaining agreements

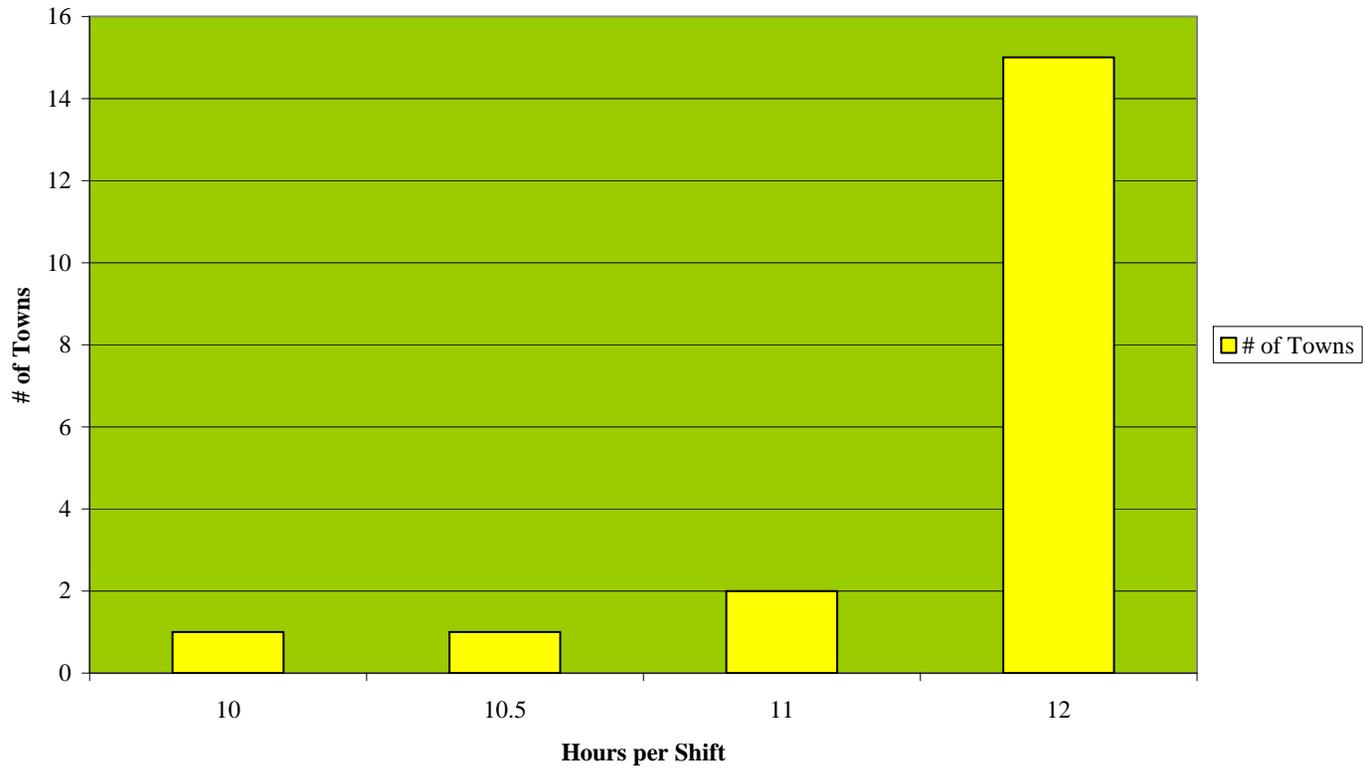
Table 10
Incidence of Paid Holidays per Year in Existing Contracts



# of Paid Holidays/year	0	11	12	13	14	15
# of towns	3	1	7	2	4	2

Table 11 demonstrates the length of shifts for non-administrative officers in existing collective bargaining agreements

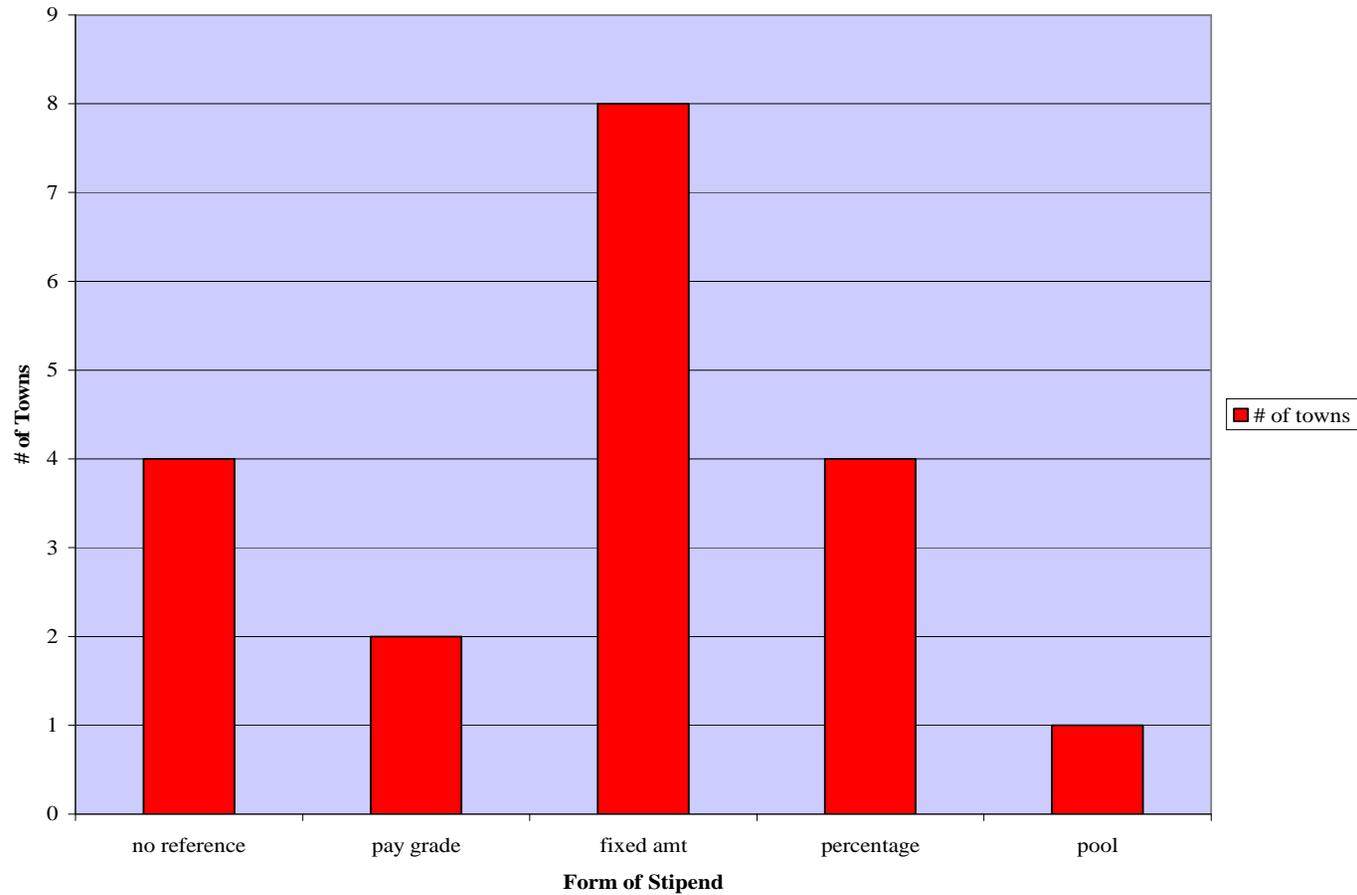
Table 11
Length of Shift for Non-Administrative Officers



Hours/shift	10	10.5	11	12
# of Towns	1	1	2	15

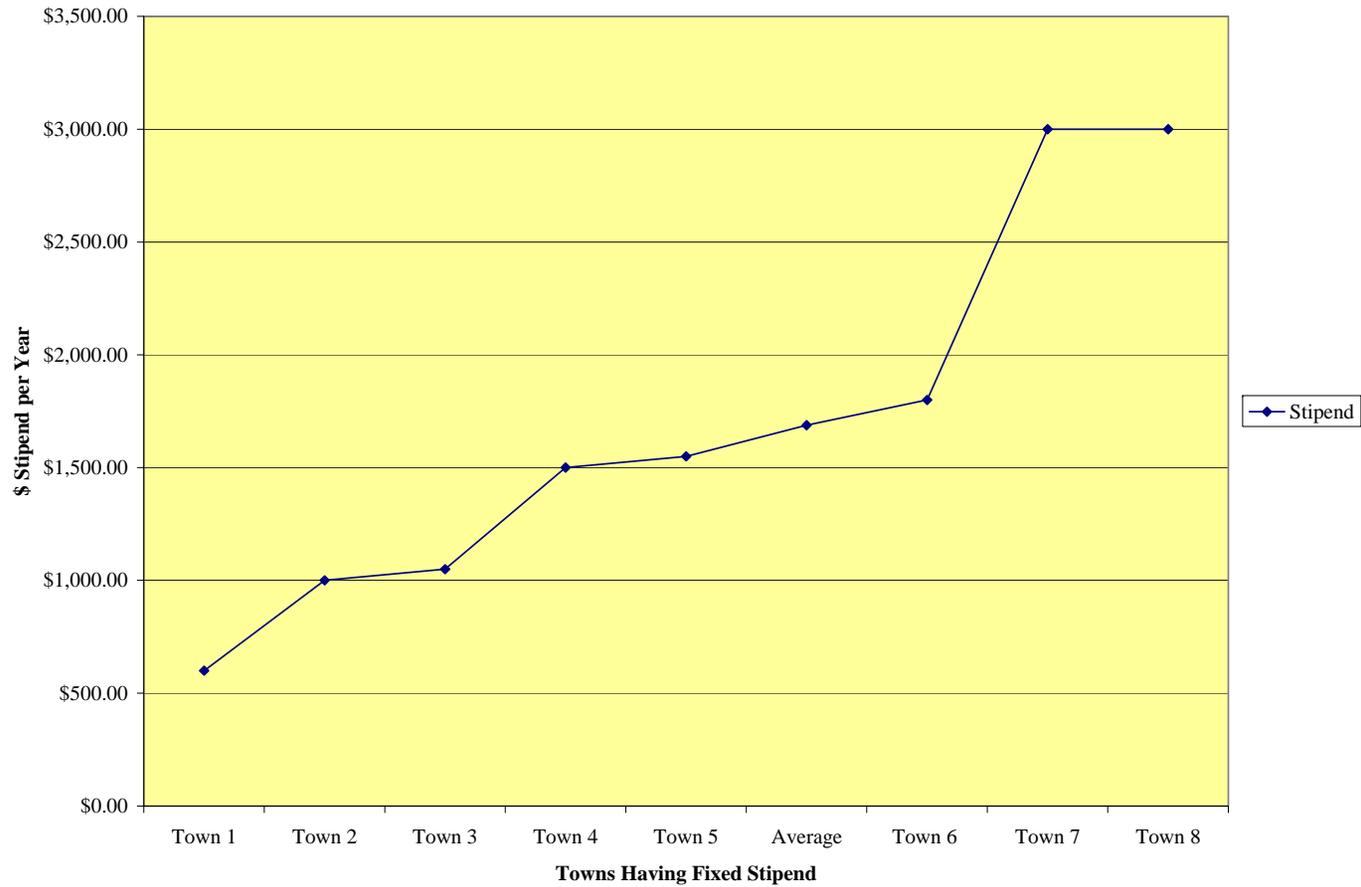
Tables 12 through 14 demonstrate the incidence and value of currently existing Detective Stipends.

Table 12
Detective Stipend



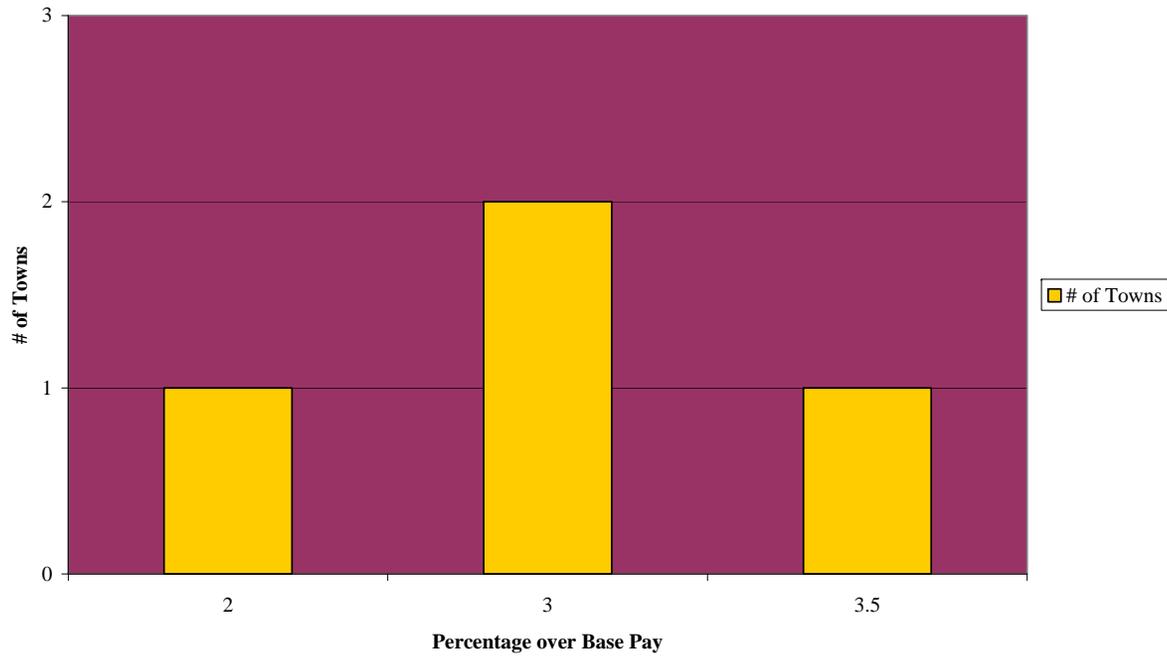
detective stipend	no reference	pay grade	fixed amt	percentage	pool
# of towns	4	2	8	4	1

**Table 13
Value of Fixed Detective's Stipend**



	Mun 1	Mun 2	Mun 3	Mun 4	Mun 5	Average	Mun 6	Mun 7	Mun 8
Stipend	\$600.00	\$1,000.00	\$1,050.00	\$1,500.00	\$1,550.00	\$1,687.50	\$1,800.00	\$3,000.00	\$3,000.00

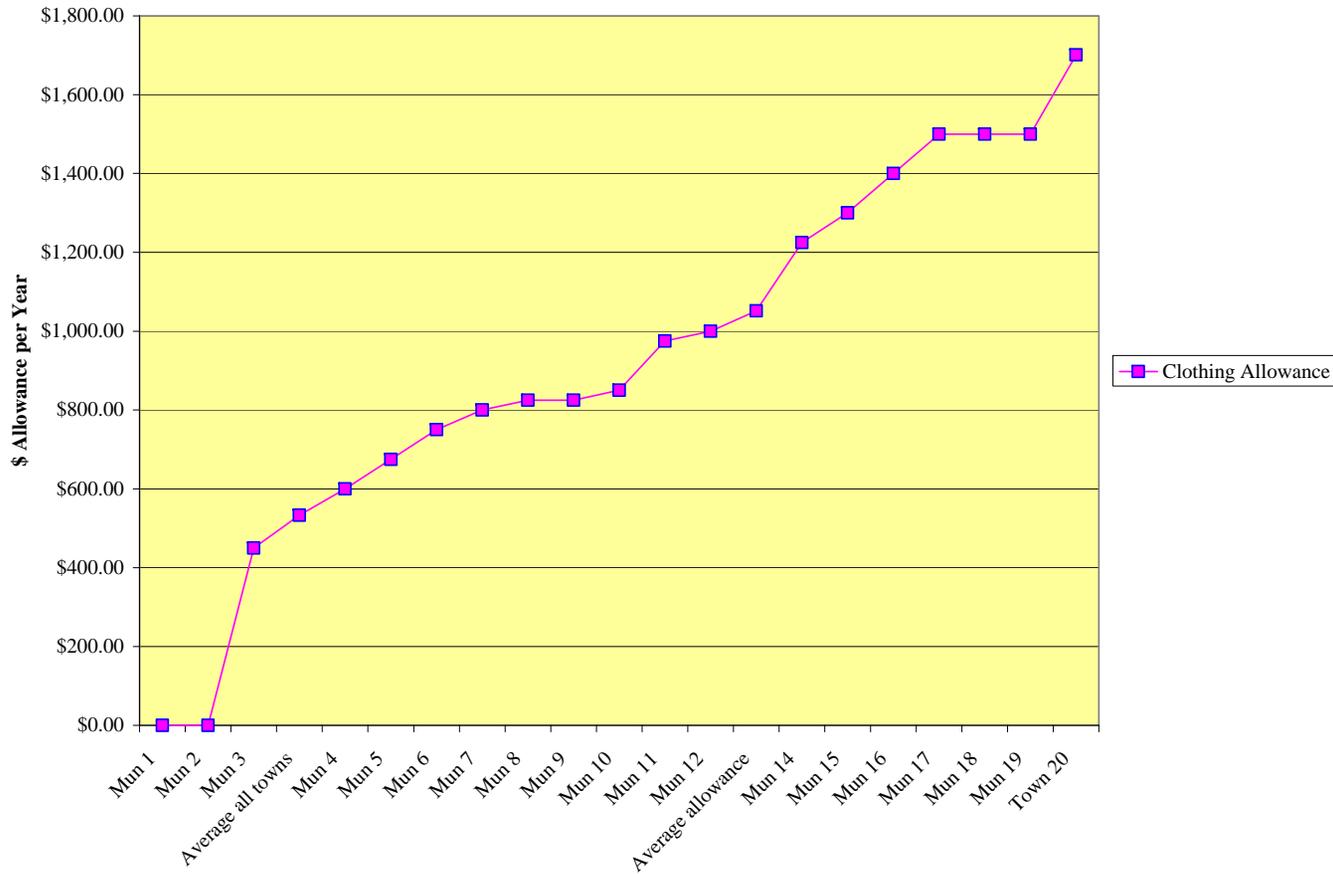
Table 14
Value of Detective's Stipend as Percentage Increase over Base Pay



Percentage over base	2	3	3.5
# of Towns	1	2	1

Table 15 demonstrates clothing allowance available in existing collective bargaining agreements.

Table 15
Clothing Allowance



Clothing Allowance per Year

Please note: some municipalities provide either vouchers or require receipts for reimbursement of cleaning charges. Other towns provide checks and officers then become totally responsible for all costs for maintaining their uniforms.

All towns provide replacement for uniforms damaged in the line of duty.

Municipality	Clothing Allowance
1 Green Brook	\$0.00*
2 Watchung	\$0.00*
3 Bedminster	\$450.00
Average all towns**	\$532.95
4 Bernards Township	\$600.00
5 Manville	\$675.00
6 Bridgewater	\$750.00
7 Montgomery	\$800.00
8 North Plainfield	\$825.00
9 Peapack-Gladstone	\$825.00
10 Far Hills	\$850.00
11 South Bound Brook	\$975.00
12 Raritan	\$1,000.00
Average allowance***	\$1,051.53
13 Warren	\$1,225.00
14 Bernardsville	\$1,300.00
15 Branchburg	\$1,400.00
16 Bound Brook	\$1,500.00
17 Franklin	\$1,500.00
18 Somerville	\$1,500.00
19 Hillsborough	\$1,701.00

* Towns with no clothing allowance provide cleaning services through the municipality

** Includes all towns whether officers receive an allowance nor not

*** Only those towns with a clothing allowance