

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

Case No: IA-2016-007

In the Matter of the Interest Arbitration between:

**STATE OF NEW JERSEY – DIVISION OF STATE POLICE,
PUBLIC EMPLOYER**

and

STATE TROOPERS NCO ASSOCIATION OF NEW JERSEY, Inc.

EMPLOYEE ORGANIZATION

BEFORE: **Ira Cure, Esq.**
Interest Arbitrator

APPEARANCES

For the Employee Organization:
Richard D. Loccke, Esq.
Loccke, Correia & Bukosky

For the Public Employer:
Steven W. Suflas, Esq.
William K. Kennedy II, Esq.
Bradely J. Betack, Esq.
Ballard Spahr, LLP

**INTEREST ARBITRATION
DECISION AND AWARD**

I. PROCEDURAL BACKGROUND

On October 27, 2015, the State Troopers NCO Association of New Jersey, Inc. ("NCOA" or "Union") filed a Petition to Initiate Compulsory Interest Arbitration ("Petition") with New Jersey's Public Employment Relations Commission ("PERC"). By filing the Petition, the NCOA asked PERC to appoint an interest arbitrator pursuant to Police and Fire Interest Arbitration Reform Act, N.J.S.A. 34:13-16(e)(1) to make an award concerning a successor collective negotiation agreement. ("CNA") with the State of New Jersey Division of State Police ("Division"). On November 2, 2015, I was appointed to serve as interest arbitrator. The statute requires that an award be issued within ninety (90) days of my appointment.

Pursuant to N.J.S.A. 34:13-16(b)(3), on November 24, 2015, I conducted a mediation session with the parties in order to "effect a voluntary resolution of the impasse." At that session, it was determined that the impasse should proceed to interest arbitration. Pursuant to a stipulation entered into by both parties and approved by me, the parties reserved the right to amend their final offers throughout the proceeding. I conducted arbitration hearings on November 30, 2015, December 2, 2015, December 8, 2015 and January 4, 2016¹. The hearings were held at the School of Management and Labor Relations at Rutgers University, 50 Labor Center Way, New Brunswick, New Jersey. The Division and the NCOA submitted documentary evidence and testimony.

¹ Simultaneously, I was also appointed as the interest arbitrator concerning a successor CNA for the New Jersey State Troopers Fraternal Organization ("STFO"). That interest arbitration proceeding bears index number: IA-2016-003. The evidence in both the NCO and STFO arbitrations overlapped. In order to expedite both matters, the parties agreed to present evidence concerning both bargaining units in the same hearing. However, these two cases were not consolidated and separate but necessarily overlapping awards were issued.

Sergeant James Kiernan ("Kiernan"), President of the NCOA, Michelle LaBruno ("LaBruno), CPA of the firm of O'Connor Davies, detective Segeant Stephen Urbanski,("Urbanski"), Trooper Michael Zanyor ("Zaynor"), Trooper Christopher Burgos and Sergeant Frank Serratore ("Serratorre") testified on behalf of the NCOA. Michael Dee ("Dee"), Director of the Governor's Office of Employee Relations, Major Mark A. Wondrack ("Wondrack"), and Acting Director of the State of New Jersey Office of Management and Budget David Ridolfino ("Ridolfino") testified on behalf of the Division.

Post hearing briefs were filed on January 18, 2016. Richard D. Loccke, Esq. of the firm of Loccke, Correia & Bukosky represented the Union. Steven W. Suflas, Esq., William K. Kennedy II, Esq, and Bradley J. Betack, Esq. represented the Division.

Both parties were afforded a full opportunity to examine and cross-examine witnesses, submit evidence, and present arguments in support of their respective positions. The evidence adduced and the positions and arguments set forth by the parties have been fully considered in preparation and issuance of this Interest Arbitration Decision and Award.

II. STIPULATIONS OF THE PARTIES

The Parties were unable to reach any stipulations concerning the substantive issues in this proceeding.

III. THE FINAL OFFERS OF THE PARTIES

A. THE FINAL OFFER OF THE NCOA

1. TERM

The NCOA proposed a five (5) year contract to commence July 1, 2012 through June 30, 2017.

2. WAGES

The Association proposed an annual wage increase in the following sequence:

Effective July 1, 2012 – 1%

Effective July 1, 2013 – 1.5%

Effective July 1, 2014 – 1.5%

Effective July 1, 2015 – 1.75%

Effective July 1, 2016 – 2.0%

All increases are meant to be across-the-board at each salary rate on the Salary Guide.

3. DISCIPLINARY PROCEDURE

Where a member under investigation for a disciplinary charge is placed in a "no pay" status and a final determination on said investigation is not completed within one hundred eighty (180) calendar days from the date of said member's suspension without pay then said member shall, commencing on the 181st calendar day, begin to receive pay that said member was being paid at the time of suspension and shall continue to do so until the date of final determination.

It is proposed that where a member is acquitted of administrative or criminal charges or if said charges are ultimately resolved in the member's favor then the member shall be made whole including full back pay and shall be reimbursed for the expense of said member's defense. Said payments shall be promptly made.

B. FINAL OFFER OF THE DIVISION

The State of New Jersey, Division of the State Police ("Division") proposes that the current Collective Bargaining Agreement with the State Troopers Non-Commissioned Officers Association of NJ ("STNCOA" or the "Union") be renewed for a term of July 1, 2012 through June 30, 2018, except for the changes proposed by the Division. (Changes are black lined against current contract language.)

NOTICE OF EXPIRED PROVISIONS

Eye Care Provision

STNCOA: Article XIII §D

See below for proposal for continuation of provision:

Eye Care Program

1. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a \$40 payment for prescription eye glasses with regular lenses and a \$45 payment for such glasses with bi-focal lenses. Each eligible employee and dependent may receive only one (1) payment during the two (2) year period ending June 30, 2014, and only one (1) payment during the two (2) year period commencing July 1, 2014, and only one (1) payment during the two (2) year period commencing July 1, 20160. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

2. Eligible dependents of full-time employees shall be eligible for a maximum payment of \$35 or the non-reimbursed cost whichever is less, of an eye examination by an Ophthalmologist or Optometrist, during the two (2) year period ending June 30, 2014, , and only one payment during the two (2) year period commencing July 1, 2014 and only one (1) payment during the two (2) year period commencing July 1, 2016. The program ends on June 30, 2018. Proper affidavits and submissions of receipts are required of the member in order to receive payment.

DIVISION PROPOSALS

Proposal No. 1: Transportation allowance will be deleted in its entirety for Troopers entering the Academy on or after January 1, 2016.

STNCOA: Article XIII § B (5)

Proposal No. 2: The \$500 Education Incentive for an employee with 60 credits or an Associate's Degree shall be deleted. All other Education Incentive payments shall be continued.

STNCOA: Article XIII § I

Proposal No. 3: Retiree Coverage (New Section):

A. Those employees who accrued 25 years of creditable service on or before June 30, 2012 will not contribute towards the cost of premiums for post-retirement medical benefits. Those employees who have 20 or more years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire or retire on a disability

retirement on or after June 30, 2015, will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required under law. Those employees who have fewer than 20 years of creditable service on June 28, 2011 and who accrue 25 or more years of pension credit and retire on or after July 1, 2011, will contribute toward the cost of post-retirement medical benefits in accordance with the grid established by P.L. 2011, c. 78 for the duration of this contract.

B. Claimed violations of this Article are not subject to the grievance/arbitration procedures of this Agreement. The employees do not waive any other legal rights they have to enforce the provisions of the Statute.

STNCOA: Article XIII §F

Proposal No. 4: Holidays:

A. All employees of this negotiating unit shall be entitled to the following holidays as additional days off without loss of pay or if worked, shall be compensated by compensatory time off:

- (1) New Year's Day
- (2) Martin Luther King's Birthday (3rd Monday in January)
- (3) ~~President's Day (3rd Monday in February) Lincoln's Birthday and Washington's Birthday~~
- (4) Good Friday
- (5) Memorial Day (Last Monday in May)
- (6) Independence Day
- (7) Labor Day
- (8) Columbus Day (2nd Monday in October)
- (9) Election Day
- (10) Veterans' Day (November 11)
- (11) Thanksgiving Day
- (12) Christmas Day

The foregoing list of holidays is illustrative; actual holidays recognized in this Agreement are set by statute, including any amendments thereto.

~~Effective January 1, 2012, holidays are set pursuant to statute and Lincoln's Birthday shall no longer be a holiday and Washington's Birthday shall be celebrated as President's Day. The list above shall be modified beginning January 1, 2012 to be consistent with State law and shall thereafter only be included for informational purposes as holidays will then be set pursuant to statute.~~

~~B. When the Governor grants a holiday which is in addition to the existing scheduled number of holidays, Troopers shall be granted such additional holiday, which shall be scheduled at the discretion of the Trooper Commander or his designee.~~

~~In addition to the aforementioned holidays, the State will grant a paid day off when the Governor, in his role as chief Executive of the State of New Jersey, declares a paid day off by Executive Order, which shall be scheduled at the discretion of the Troop Commander, Section Supervisor, or his/her designee.~~

~~In the event the Governor State grants less than a day off, Troopers shall be granted an equal number of hours regardless of the assignment of the Troopers.~~

STNCOA: Article X

Proposal No. 5: Expedited Grievance Procedure:

G. 3. The Superintendent shall respond within forty-eight (48) hours of receipt of a request for expedited grievance hearing with a determination regarding whether the expedited procedure should be invoked. If the Superintendent denies the request, the Association may appeal the decision, **within forty-eight (48) hours**, to a special arbitrator selected in advance by the parties, who shall determine the sole issue of whether the expedited procedure shall be invoked under the terms of the agreement. The decision of the arbitrator on this issue shall be binding on the parties, and should be transmitted to the parties in the most expeditious manner. Upon denial of expedited processing by the arbitrator, the grievance may be initiated within eight (8) days at the proper phase under paragraph ___ of this Article

G. 8. The parties shall mutually agree upon a panel of arbitrators, selected in accordance with the procedures of the New Jersey Public Employment Relations Commission. An arbitrator shall be selected on a rotating basis in each incident. Costs of arbitration shall be shared by both parties.

STNCOA: Article XVI § G (3) & (8)

Proposal No. 6: Salary

There shall be a .8% across-the-board increase effective the first full pay period after July 1, 2016. Sergeants shall receive normal increments for the duration of the contract.

STNCOA: Article XIII §B (2)

Proposal No. 7: Promotions:

Articles XV will be deleted in its entirety and replaced with the following: "Effective October 1, 2015, all promotional processes shall be governed exclusively by OI 15-23 as may be amended from time to time. Any claimed violation of a solely procedural provision of the OI shall be processed as a grievance as defined by Article XVI B.2. No other aspect of the OI including, but not limited to, promotional decisions shall be subject to the grievance or arbitration procedures."²

STNCOA: Article XV

Proposal No. 8: Association Security:

The amount of union leave time will be amended to:

Officers and/or members of the Executive Board (or designees) of the Association shall be granted a total of _____ leave days per year:

STNCOA: One hundred and thirteen (113)

STNCOA: Article XXVI §B

Proposal No. 9: Healthcare Language Clean Up

See attached:

STNCOA: Article XIII §(C), (E)

Proposal No. 10: Printing of Agreement – The State will reproduce this Agreement in sufficient quantities so that each employee in the negotiations unit may receive a copy, plus

² This is an amended proposal submitted by the Division at the January 4, 2016 hearing. (D Ex. 16).

additional reserve copies for distribution to employees hired during the term of the Agreement. The Agreement cover will include the seal of the State of New Jersey and the Association insignia. The expense of printing the Agreement shall be borne equally between the State and the Association.

STNCOA: Article XXX

Proposal No. 11: Contract Negotiations:

- A. This Agreement shall continue in full force and effect until June 30, 2018 2012, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail prior to October 1 in the year preceding the contract expiration that it desires to amend the terms of this Agreement. Either party may submit to the other a written list of changes desired in the terms of a successor Agreement.
- B. Should either party notify the other of its desire to amend this Agreement through the procedure in A. above, As required by law, the terms of the Agreement shall remain in force until the effective date of a successor Agreement, unless one party notifies the other party of its discontinuation within ninety (90) days.
- C. Collective negotiation meetings shall be held at times and places mutually convenient to the parties.
- D. The State agrees to grant the necessary duty time off to Association officers and representatives not to exceed [seven (7) for STNCOA] in number, to attend scheduled negotiation meetings.

STNCOA: Article XXVIII

Proposal No. 12: Clothing Allowance – Current language will be amended as follows:

- a. Clothing allowance shall be paid at the rate of \$900 annually, commencing with the first pay period of fiscal year 2008-2009.
- b. Employees of the unit who are required to own and maintain a uniform shall not eligible for the clothing allowance provided in 9.a. above shall receive a uniform maintenance allowance which shall be paid at the rate of \$800 annually commencing with the first pay period of the fiscal year 2008-2009. Effective July 1, 2016, no other clothing or uniform maintenance allowance shall be paid to any employee in the unit.

STNCOA: Article XIII §B(7)

IV. REVISED STATUTORY CRITERIA

This proceeding is governed by the Police and Fire Public Interest Arbitration Reform Act, N.J.S.A., 34:13a-14. As such, I am prohibited from issuing an award:

Which, in the first year of the collections negotiations agreement awarded by the arbitrator, increases base salary items by more than 2.0 percent of the aggregate amount expended by the public employer on base salary items for the numbers of the affected employee organization in the twelve months immediately preceding the expiration of the collective negotiations agreement subject to arbitration. In each subsequent year of the agreement awarded by the arbitrator, base salary items shall not be increased by more than 2.0 percent of the aggregate amount expended by the public employer on base salary items for the numbers of the affected employee organization in the immediate preceding year of the agreement awarded by the arbitrator.

The ... arbitrator may decide to distribute the aggregate monetary value of the award over the term of the collective negotiations agreement in unequal annual increases, which shall not be greater than the compounded value of a 2.0 percent increase per year over the corresponding length of the collective negotiations agreement.

N.J.S.A. 34:13A-16.7(b).

The revised statute defines "base salary" as:

The salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount provided for longevity or length of service. It also shall include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs.

N.J.S.A. 34:13A-16.7(a).

In rendering my award, I am also bound to apply the criteria set forth at *N.J.S.A. 34:13-16(g)* which provides:

The arbitrator shall decide the dispute based on a reasonable determination of the issues giving due weight to those factors listed below that are judged relevant for the resolution of the specific dispute. In the award, the arbitrator or panel of arbitrators shall indicate which of the factors are deemed relevant, satisfactorily explain why the others are not relevant,

and provide an analysis of the evidence on each relevant factor; provided, however, that in every interest arbitration proceeding the parties shall introduce evidence regarding the factor set forth in paragraph (6) of this subsection and the arbitrator shall analyze and consider the factor set forth in paragraph (6) of this subsection in any award:

- (1) The interests and welfare of the public. Among the items the arbitrator 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, that each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.
 - (d) In comparative private employment.
 - (e) In public and private employment in general
- (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 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.).

- (6) The financial impact on the governing unit, its residents, the limitations imposed upon the local unit's property tax levy pursuant to section 10 of P.L.2007, c. 62 (C.40A:4-45.45), 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 of 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 a proposed local budget.
- (7) The cost of living.
- (8) The continuity and stability of employment including seniority rights and such other factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours, and conditions of employment through collective negotiations and collective bargaining between the parties in the public service and in private employment.
- (9) Statutory restrictions imposed on the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the Employer by Section 10 of P.L. 2007, c. 62 (C.40A:4-45.45).

V. BACKGROUND

The Division and the STFA have submitted contract disputes to Interest Arbitration in the past. On September 21, 2011, Arbitrator James Mastriani issued an Interest Arbitration Decision and Award ("Mastriani Award") in a consolidated proceeding covering

the NCOA (IA -2010-040) as well as the State Troopers Fraternal Association ("STFA") (IA-2010-039) and the State Troopers Superior Officers Association ("STSOA") (IA-2010-041). (NCOA Ex. 4). Under the terms, of the Mastriani Award all three contracts including the NCOA CNA (NCOA Ex. 2), expired on June 30, 2012. The parties to this proceeding have been working without a successor CNA since that date. The parties engaged in collective bargaining negotiations between August 5, 2013 and March 2014. Eventually, the parties agreed to engage in fact-finding before Fact Finder Joel Weissblatt. On August 24, 2015, the Division suspended the fact-finding process. Simultaneously, the Division announced that increment payments under the CNA were stopped effective with Pay Period 20. (STFA Ex. 6)

As recognized in the Mastriani Award, and confirmed in the proceeding before me it is clear that the Division employs some of the most highly trained police officers in the United States. Both parties are in agreement regarding the skills and competence of the members of the Division.

a) *The Division's Position on the New Jersey Economy and the State's Ability to Fund a Wage Increase*

According to Acting Director Ridolfino New Jersey faces a number of structural challenges concerning its economy. Mr. Ridolfino testified that New Jersey's unemployment rate is 5.4% which is higher than the national average, and is higher than other states in the Northeast. (Tr. 12/8 at 7-8)³. In addition, Mr. Ridolfino testified that the fund balance of 2%, or the difference between the State's assets and liabilities, is low.

³ References to the transcript shall be denoted as (Tr. Month/date at p.). However, for the January 4, 2016 hearing there were two transcripts. One transcript represented the conclusion of the NCOA case and one represented the conclusion of the STFA case. Those transcripts will be denoted as (Tr. NCOA Month/date at p) and (Tr. STFA month/date at p). References to Division exhibits shall be denoted as (D #). References to Association exhibits shall be denoted as (NCOA #) or (STFA #).

Mr. Ridolfino testified that rating agencies, such as Moody's, prefer to see a fund balance of 5% and that anything less than 5% indicates a problem with a state's liquidity and its ability to borrow funds. (Tr. 12/8 at 25). Mr. Ridolfino also testified that non-discretionary expenditures comprise the largest and growing portion of the budget. These non-discretionary items include pension contributions, health benefits and debt service. In Fiscal Year 2016 ("FY16") the amount appropriated for these items increased from \$7.58 billion to 8.51 billion. (D 13 at 11, Tr. 12/8 at 29-31).

b) *The NCOA'S Position on the New Jersey Economy and the State's Ability to Fund a Wage Increase*

The NCOA paints a rosier picture of the New Jersey economy. The NCOA notes that since 2010, the State's unemployment rate has fallen thirty-six percent (36%). (NCOA Ex.11A (Budget Summary) at 5). In addition, the NCOA notes that the cost of running the Executive Branch, which the Division is a part of, comprises only ten percent (10%) of the entire budget. (NCOA Ex.11A (Budget Summary) at 7). The NCOA notes that the costs of running the Division are offset by revenues received from New Jersey Toll Road Authority including the New Jersey Turnpike, the Garden State Parkway, the Atlantic City Expressway, the Delaware River Joint Toll Bridge Commission and other entities. (NCOA Ex. 9).

Sergeant Kiernan testified that between April 2010 and April 2015, the number of enlisted personnel (Troopers and Sergeants) was reduced from three thousand and fourteen (3,014) to two thousand six hundred and fifty-six (2,656). (Tr. 11/30 at 43). In addition, Buck Consultants, the State Police Retirement System of New Jersey's actuary,

reports that between 2010 and 2014 the number of participants in the retirement system declined from three thousand and thirty (3,030) to twenty-five hundred and twenty-two (2,522)⁴. (NCOA Ex. 7A at p. 5).

As a result of the application of Chapter 78 requiring increased contributions for health insurance and participation in the retirement system, Sergeant Kiernan testified that his overall take home pay was reduced by nine thousand one hundred dollars (\$9,100) per year. (Tr. 11/30 at 64).

VI. THE PARTIES' DISCUSSION OF COMPETING WAGE PROPOSALS

As noted above, pursuant to *N.J.S.A. 34:13-16(g)*, arbitrators are required (if possible and relevant) to apply the statutory criteria to the award.

In analyzing the statutory criteria in support of its position, the NCOA emphasizes the "quality, competence, success [and] professionalism" of the State Police. The NCOA notes that the Division has complete jurisdiction to enforce all laws throughout the State. In addition, the Division is the primary police force in towns that have no Police Department. The NCOA contends that the "State Police services are one of the finest points of government service."

The NCOA also notes that other jurisdictions in the Northeast have engaged in collective bargaining. The NCOA introduced into evidence and provided a chart of recent Northeast State Police Settlements and Awards. The information submitted by the NCOA shows that in states adjoining and neighboring New Jersey, for the period 2012-2016, members of those State Police bargaining units either received or can be expected to receive wage increases averaging over 2%.

⁴ The Report also states that, between 2013 and 2014, the number of participants increased by 41.

	2012	2013	2014	2015	2016
Delaware SP		0.75	1.25	1.5	
Pennsylvania SP	1.0	2.0	2.5	2.5	3.0
Rhode Island SP ⁵	3.0	3.5	3.0	3.5	
NYSP		0.0	0.0	2.0	2.0
Connecticut SP		2.0	3.0	3.0	3.0
Massachusetts SP	3.0	3.0	3.0	3.0	3.0
AVERAGE	2.33%	1.875%	2.125%	2.58%	2.75%

In addition to noting the wage increases provided in states other than New Jersey, the NCOA also points out that certain states have other benefits that enhance a Troopers salary. For example, New York State Troopers have enhanced area differentials and hazardous duty pay. The NCOA also points out that benefit fund contributions are significantly less for New York State Troopers. (NCOA Brief at 11-12, NCOA Ex. 49).

In addition, in support of its position, the NCOA introduced into evidence recent collective bargaining agreements and interest arbitration awards applicable in other jurisdictions in the public sector. The NCOA notes that the Detectives Endowment Association and the Waterfront Commission of New York Harbor⁶ reached an agreement which included a 2.56% wage increase including increments. (NCOA Ex. 26). In addition, Arbitrator Phillip Maier (“Maier”) recently issued an interest arbitration award concerning the Waterfront Commission of New York Harbor and AFSCME Local 1000 in which the arbitrator awarded a 0% increase for 2012; 1.5% increase for 2013; 1.5% increase for

⁵ The Rhode Island contract was the only contract imposed by an interest arbitrator. The other contracts were concluded pursuant to negotiations.

⁶ The Waterfront Commission is jointly administered by the states of New Jersey and New York.

2014; and 2.0% increase for 2015. Arbitrator Maier also awarded other salary enhancements including longevity increases.

The NCOA refers to a recent interest arbitration award concerning New Jersey Transit Police Supervisors: *PERC Award Docket No.: IA-2016-002*. In this case, the arbitrator awarded six years of increases for the period 2011 to 2016 ranging from 1.5% to 1.75%.

By contrast, the Division points to other law enforcement units within New Jersey. In 2011-2015, the State reached voluntary agreements with five bargaining units and was a party to one concluded interest arbitration proceeding. The Division offered the following chart to show that these settlements were well within the statutory 2% Hard Cap and were settled for less than the contracts relied upon by the NCOA:

Wage Increases			
Effective Date	Corrections Officer (PBA 105)	Lieutenants (NJSOLEA)	Special Investigators (FOP 174)
July 2011	0% ⁷	0%	0%
July 2012	0%	0%	0%
July 2013	0% (Steps 1-9) 1.75% (Step 10)	1.25% ⁸	0% (Steps 1-9) 1.0% (step 10)
July 2014	1.0% (Steps 1-9) 1.5% (Step 10)	1.25%	0% (Steps 1.9) ⁹ 1.5% (Step 10)

Non-Corrections Law Enforcement (SLEU)	Sergeants (NJLESA) ¹⁰	Majors (NJLECOA) ^{11*}
July 2011	0%	0%
July 2012	0%	0%
July 2013	0%	1.25% to Step 10
July 2014	1.0% Steps 1-9 1.25% Step 10	1.25% to Step 10

The Division also argues that comparisons to non-New Jersey State jurisdictions are irrelevant, because those states do not have the same statutory restrictions as New Jersey.

The Division and the NCOA have been unable to agree on a number of fundamental issues concerning the appropriate criteria for determining changes in salary for members of the NCOA bargaining unit.

The basic framework for determining the mathematical criteria for awarding a change in salary is found in *Borough of New Milford, P.E.R.C. No. 2012-53, 38 NJPER*

⁷ Plus an \$800 lump sum not added to base for officers at the top of the scale on May 31, 2012.

⁸ Plus a \$500 lump sum in November 2014.

⁹ Plus a 0.75% increase and an \$800 lump sum to "Principle Investigators" at the top of the scale as of June 30, 2014.

¹⁰ [N-4].

¹¹ SLEU Majors are "single salary" employees with no incremental increases. However, they did receive two additional bonuses that were not added to base salary and, that, added together, represented 2.25% of the Major's single rate salary.

*Footnotes 7-11 are derived from the original chart.

340 (¶ 116 2012). In *New Milford PERC* provided a road map for arbitrators applying the 2% Hard Cap at issue in this proceeding:

Since an arbitrator, under the new law is required to project costs for the entirety of the duration of the award, calculation of purported savings resulting from anticipated retirements, and for that matter added costs due to the replacement by hiring new staff or promoting existing staff are all too speculative to be calculated at the time of the award. The Commission believes that the better model to achieve compliance with P.L. 2010 C. 105 is to utilize the scattergram demonstrating the placement on the guide of all of the employees in the bargaining unit as of the end of the year preceding the new contract, and to simply move those employees forward through the newly awarded salary scales and longevity entitlements. Thus, both reductions in costs resulting from retirements or otherwise, as well as any increases in costs stemming from promotions or additional new hires would not affect the costing out of the award required by the new amendments to the Interest Arbitration Reform Act.

As Arbitrator Susan Osborn succinctly stated in *State of New Jersey and Fraternal Order of Police 91*, P.E.R.C. No. 2016-11 (2015) (NCOA 34-b), P.E.R.C. believes the best method for costing out

would be to take the complement of employees on the payroll on the last day before the new contract, and move them forward through the steps (where increments are being awarded) and any across the board increases. Thus, the appropriate starting point to track costs for contract year one is the total base salaries of unit employees on the last day before the new contract begins.

The difficulty in this case is that the data that comprises the base salary as of June 30, 2012 (the last day of the CNA) necessary to cost out the agreement is in dispute.

One issue concerns the number of employees in the NCOA unit on June 30, 2012, the day the contract expired. The NCO bargaining unit is between that of the STFA (the Troopers) and the STSOA (Lieutenants and Captains). On occasion, Troopers are asked

to serve as Acting Sergeants, and Sergeants are asked to serve as Acting Lieutenants. After eight pay periods in the acting role, the employee is paid at the rate of the higher rank. However, even if the employee is paid at the higher salary, the employee remains in the bargaining unit from which he or she was promoted; Acting Sergeants remain in the Trooper unit, and Acting Lieutenants remain in the NCOA unit. The records are unclear regarding acting assignments and, there is confusion as to how many employees were in the NCOA unit as of June 30, 2012.

The NCOA contends that as of June 30, 2012 there were 866 officers in the unit including: 495 Sergeants, 116 Acting Sergeants 1st Class, 176 Sergeants 1st Class and 79 Acting Lieutenants for a total of 866. (Tr. 1/4 NCOA at 24; Tr. 1/4 STFA at 68; NCOA Ex. 30). The NCOA maintains that, in determining its proposed census number it relied upon dues reports received from the Division's payroll office. (STFA Tr. 1/4 at 13). The Division originally calculated the bargaining unit to contain 620 Sergeants, 88 Staff Sergeants, and 218 Sergeants 1st Class. (D. Ex. 25). During the course of the hearing, the Division revised its census, and concluded that there were actually 879 members of the bargaining unit¹². The Division's review of the data indicates that at the end of the base year or June 30, 2012, there were 218 Sergeants First Class which increased by 75 to 293, 88 Staff Sergeants, 620 Sergeants which was decreased by 75 as the Sergeants were promoted to Sergeant First Class. (D Ex. 15 NCOA Tr. 1/4 at 65). The Division contends that the NCOA used the wrong data and should have made a formal information request in order to obtain the correct number of members in the bargaining unit.

¹² During the course of this proceeding, the parties were urged to consult regarding the unit census. However, the parties were not able to reach a mutual agreement concerning the number of employees in the bargaining unit. The NCOA and the Division each contends that its calculation of the number of bargaining unit employees as of June 30, 2012 is correct.

The NCOA also asserts that there is no rank of Staff Sergeant mentioned in the CNA. On the other hand, the Division introduced into evidence a 2001 side letter that recognized the position of Staff Sergeant. The 2001 side letter provided that Staff Sergeants would receive a salary increment while working in that position. (D Ex. 19). The Division also asserts that Ms. LaBruno, the NCOA's accountant, used the wrong salary information for Acting Sergeants and Lieutenants. (Division brief at 23).

Another fundamental difference between the parties' positions is that they dispute what constitutes "base salary" for purposes of determining a wage increase. In addition to their salaries and commencing with the third year of employment, each member of the Division, including the Superintendent, receives a "maintenance" payment of thirteen thousand six hundred and forty-nine dollars and three cents (\$13,649.03) annually. The Division contends that this sum should be included in the base pay calculations. (Division Brief at 29). The NCOA contends that maintenance is not included in base pay. (NCOA brief at 26). Maintenance was deemed to be part of base salary in the Mastriani Award¹³. (NCOA Ex. 4 at 38, 75).

Another point of contention between the parties is whether or not members of the NCOA unit should receive a salary increase of the same magnitude as members of the STFA. The NCOA salary proposal differs significantly from that of the STFA¹⁴. The Division contends that the parties have historically and at least since their 1990 CNA have

¹³ In 2011, the NCOA apparently agreed that base pay included maintenance. (NCOA Ex. 3-e at 62-63).

¹⁴ At the end of the hearing on January 4, 2016, the STFA amended its salary demand and asked for continued step increases, a 2% increase at the top two steps and an increase of seven hundred and fifty dollars (\$750) per year in maintenance for each year of the agreement. This amended salary demand is significantly different than the NCOA proposal. (STFA 1/4 at 87-88).

always provided for the same wage increases in the CNAs applicable to both the NCOA and STFA bargaining unit employees. (Division brief at 11, D Ex. 14).

The calculation of the amount of the base salary as of June 30, 2012 is also in dispute. Under the Mastriani Award, certain retroactive payments were made to employees in 2012. Ms. LaBruno, the NCOA accountant, testified that she included these retroactive payments into her calculation of the base salary. The NCOA contends that, under *Borough of New Milford, supra*, the retroactive amounts paid to bargaining unit employees should be added to and included in the base salary. The Division asserts that the retroactive amounts are already included in the salary guide, and by including these amounts in the base salary, the Division contends that the NCOA is "artificially" doubling the retroactive payments. (Division brief at 20, Tr. 11/30 at 82-83).

The parties also dispute the cost of step increases. At present, Sergeants are in two salary ranges "21" or "24." Within each salary range there are nine salary steps. The value of a salary increment in range 21 is worth two thousand eight hundred and thirty dollars and thirty-six cents (\$2,830.36). The value of a salary increment in range 24 is worth three thousand two hundred seventy-two dollars and seventy-six cents (\$3,272.76). (NCOA Ex. 2, Appendix A). The Division contends that Ms. LaBruno incorrectly calculated the cost of the step increases because she pro-rated the step increases across two fiscal years for a number of officers, the Division contends that Ms. LaBruno underestimated the cost of step increases by seventy-one thousand, seven hundred and eighty-five dollars and fifty-six cents (\$71,785.56). (NCOA Ex. 5).

The NCOA notes that the effect of step increases on the costs of this agreement is limited by the fact that many, if not most, of the Troopers who are promoted to Sergeant

move into range 21 Step 8, and that within eighteen months of the promotion to Sergeant that Trooper moves to Step 9 which is the top rate. (NCOA brief at 32, NCOA Ex. 2, Article XII).

The Division contends that, as of June 30, 2012, the base salary for members of the NCOA unit is one hundred and one million nine hundred and seventy-one thousand seven hundred and thirty-one dollars and twenty-four cents (\$101,971,731.24). (D Ex. 15). The NCOA, which did not include maintenance in its calculations, asserts that, as of June 30, 2012, the base salary for the NCOA unit is ninety-one million, two hundred and forty-four thousand, five hundred and seventy-four dollars (\$91,244,574). (NCOA Ex. 30). The Division asserts that, based on its census of 879 employees in the unit, the NCOA's proposals would exceed the 2% Hard Cap by 1.62%.

The Division also asserts that, if there is a wage increase awarded under the 2% Hard Cap, that there is a danger that the NCOA unit's salaries would surpass that of the Superior Officers unit. The Division characterizes this as a "compression" problem. The Division argues that, under the NCOA's proposal, certain Sergeants would receive higher salaries than Captains and Majors.

The Division also asserts that a wage increase is not necessary to stabilize employment in the unit.

VII. SALARY and TERM

A. Salary

Having reviewed the competing economic proposals, I have decided to accept and rely upon the data provided by the Division. Accordingly, I conclude that the total base salary for the NCOA unit as of June 30, 2013 is one hundred and one million, eight

hundred and sixty thousand, one hundred and twenty-five dollars and forty-six cents (\$101,860,125.46). I base this conclusion on the fact that the Division has properly included maintenance in its calculation of the base salary number. I also accept the fact that the salaries of Staff Sergeants should be included in the base salary. In addition, I find that the Division is correct and that the retroactive payments made pursuant to the Mastriani Award should not be added to base salary, because those payments are already reflected in the salary guide.

Having determined the amount of the base salary, and having reviewed the testimony and record evidence, I conclude that the members of the NCOA bargaining unit should be increased at each step and rank excluding maintenance by 1% non-compounded effective July 1, 2013, July 1, 2014, July 1, 2015, and July 1, 2016. The salary for the years 2013, 2014, and 2015 shall be applied retroactively. I therefore award neither the Division's nor the NCOA's proposals regarding salary. All increments halted as of Pay Period 20 in 2015 shall be restored and paid.

In addition, I award the Division's proposal concerning maintenance of 1.25% as of July 1, 2016. I make this award in order to maintain parity with the STFA unit. The STFA unit will receive a 1.25% increase in maintenance the first pay period after July 1, 2016 the start of FY2017. As a result, maintenance will be increased by one hundred and seventy dollars and sixty-one cents (\$171.61) or from thirteen thousand six hundred and forty-nine dollars and three cents (\$13,649.03) to thirteen thousand eight hundred and nineteen dollars and sixty-four cents (\$13,819.64). This will cost a total of one hundred and fifty thousand, nine hundred and fifteen dollars and fifty-one cents (\$150,915.51) (879 x.\$179.69).

In its brief the Division states that if the full 2% was applied and compounded the NCOA unit's payroll would increase by the following amounts and percentages for each year of the contract:

Base Year Salary	FY2013 Projected Salary ¹⁵	FY2014 Projected Salary	FY2015 Projected Salary	FY2016 Projected Salary	FY 2017 Projected Salary	FY2018 Projected Salary ¹⁶
\$101,860,125.46	\$103,433,981.06	\$104,374,025.77	\$104,651,380.26	\$104,680,974.94	\$105,895,379.97	\$105,995,715.28
	(+1.55%)	(+2.47%)	(+2.74%)	(+2.77%)	(+3.96%)	(+4.06%)

My award is well within these limits. The cost of this benefit will be eight hundred and ninety-five thousand, eight hundred and eighty-seven dollars and eighty-two cents (\$895,887.82) for each year of the CNA. Except in the last year of the CNA the wage increase is projected to be one million, forty-six thousand, eight hundred and three dollars and thirty-three cents (\$1,046,803.33). This equals the salary increase plus maintenance.

I am mindful of my obligation to justify this award by applying the statutory criteria set forth at N.J.S.A. 34:13-16(g). In rendering my award, I am required to make a reasonable determination of the issues in dispute. I am charged with examining the statutory criteria set forth above, and determining which criteria are, or are not, relevant with respect to any given issue. *Borough of Hillsdale and PBA* 137, 137 N.J. 88 (1994). No single one of the statutory criteria will be determinative. The party seeking to modify the existing terms of a collectively negotiated agreement has the burden of establishing that there is a basis for the proposed change, and there must be evidentiary support for such a change. In addition, each proposal must be viewed in the context of the entire

¹⁵ The FY2013 projected increase totals only 1.55%, because this percentage includes increments for employees on the payroll as of June 30, 2012.

¹⁶ The Division has calculated the cost of the proposed agreement out through FY 2018. The cost of the proposed agreement as set forth in this Award is calculated through FY 2017.

agreement. While a proposal on its face may be reasonable, the proposal may not be reasonable when placed in the context of other proposals or the collectively negotiated agreement as a whole.

The criteria for rendering an interest arbitration award are analyzed below:

The first criterion to be considered is the interest and welfare of the public. In the Mastriani Award, the arbitrator recognized:

the public interest is furthered by the productivity, efficiency and high morale of the New Jersey State Police as evidenced by the enormity of its mission that touches upon virtually all of the major areas of public concern ad safety. The scope and depth of these services and the skills, training and competence with which they are performed are not in dispute, nor is the danger that is associated with this work . . . The public interest also recognizes the budgetary expense of operating the New Jersey State Police and must be properly funded. . . .

(Mastriani Award at 45-46).

This award recognizes the work of the members of the NCOA bargaining unit, within the confines of the statutory restrictions placed on my authority.

The second statutory criterion asks me to compare:

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, that each party shall have the right

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- (d) to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.
- (e) In comparative private employment.
- In public and private employment in general.

Comparisons between this bargaining unit with other bargaining units are difficult to make. The NCOA urges me to review recent collective bargaining agreements and interest arbitration awards concerning other State Police Forces in the Northeast and compare them to New Jersey. The NCOA notes that a number of recent collective bargaining agreements in other states have exceeded the 2% Hard Cap applicable in New Jersey. The Division correctly notes that these other states are not bound by the same statutory requirements, and that states other than New Jersey are experiencing different patterns of economic growth. However, the Statute does mandate that the award take note of similar jurisdictions. I conclude that comparing this agreement to agreements reached by other state police forces is appropriate, since those police forces perform the most nearly identical function to the Division.

The Division urges me to review other agreements reached by the State which contain limited wage increases, and reflect New Jersey's fiscal situation. Having reviewed these other agreements, I conclude that this award is within the parameters of agreements reached in the State of New Jersey, while recognizing the unique role of the State Police.

I also note that this award will depart from the historical pattern where the NCOA unit and the STFA unit have traditionally received the same wage increases. (The STFA award will be issued simultaneously with this award). I believe that such a departure is necessary because members of the STFA unit receive many more increments than do the members of the NCOA unit. Because of the statutory limitations under the 2% Hard

Cap, members of the STFA are precluded from receiving a general wage increase. The Division has conceded that members of the NCOA unit should receive the increments that were suspended by the Division in pay period 20 in 2015. (Tr. 11/30 125). I conclude it would be unfair to members of the NCOA unit to prevent them from receiving a wage increase because of rigid adherence to the historical pattern.

Finally, there are no private sector comparators that are relevant to this discussion.

Another criterion concerns the overall compensation of the members of the STFA unit. Director Dee testified that he was concerned that any salary increase would present a "compression" problem. That is Mr. Dee was concerned that if employees covered by the CNA were granted the wage increase requested by the NCOA they would then be making more than their superiors. While this is a valid concern, it is a problem that has existed in the Division for quite some time. I would also note that the contract for the Lieutenants or STSOA bargaining unit has also expired but that unit has not yet concluded negotiations or entered into interest arbitration. This award may set a pattern for the Lieutenants and, in part alleviate the compression problem.

Another aspect of the overall compensation issue is the fact that as a result of Chapter 78, members of the NCOA bargaining unit have had real declines in take home pay. Sergeant Kiernan testified that as a result of Chapter 78 his salary was reduced by \$9,100. This award only partially compensates members of the NCOA unit for their reduction in earnings.

There are no stipulations of the parties.

The criteria governing "the lawful authority of the Employer" is not at issue.

I conclude that despite New Jersey's fiscal problems this is a modest wage increase that would have limited financial impact on the State¹⁷.

There was only limited discussion concerning the cost of living in this proceeding. A United States Bureau of Labor Statistics News Release indicates that the consumer price index has only gone up moderately. (NCOA Ex. 21). New Jersey remains a state with a very high cost of living. (NCOA Ex.22). This issue has had only limited impact on my award.

I conclude that this award will contribute to the continuity and stability of the NCOA bargaining unit. The record evidence shows that since 2010, there has been a decline in the total number of Troopers on the Division's payroll, and an increase in retirements. This small wage increase will hopefully contribute to the continuity and the stability of the NCOA unit.

Statutory restrictions concerning this award were not discussed in this proceeding.

B. Term

The Division is seeking a six-year term for this agreement. The Division contends that this would permit the NCOA unit and STFA unit continue their historic pattern, and would permit a modest wage increase to be paid to the members of the NCOA unit.

The NCOA is seeking a five-year term. The NCOA argues that historically agreements between the parties have been for four years. Apparently, the NCOA would be amenable to such a four-year term but notes that the shorter term would require the parties to resume bargaining almost immediately. The NCOA also notes that the statute mandating the 2% Hard Cap is set to expire in 2017. *N.J.S.A. 34:13a-16.7a*. The NCOA

¹⁷ This criterion is actually concerned with the limitations on a local government's taxing authority.

believes that there might be a possibility for more fruitful negotiations with the expiration of the 2% Hard Cap law. In addition, the NCOA hopes that there might be some relief from the requirements of Chapter 78.

I award the NCOA's proposal. The possible elimination of the 2% Hard Cap will certainly change the environment for public sector unions, and provide the parties with a chance to exercise more economic freedom at the negotiating table. This Agreement shall expire on June 30, 2017.

VIII. THE DIVISION'S NON-SALARY PROPOSALS

a. Proposal to eliminate transportation allowance

The present CNA provides:

All employees not provided transportation shall be compensated at the rate of twenty-seven (27) cents per mile for travel in their vehicle to and from their place of assignment and permanent place of residence in excess of twenty (20) highway miles each way. This mileage rate shall be adjusted on a cents per mile basis equal to adjustments made in paragraph 6 below.

(NCOA Ex. 2 Art. XIII (B) (5).

Division Position

The Division proposes eliminating this provision for Troopers entering the Academy on or after January 1, 2016. At present, all Troopers receive an allowance if they drive in excess of twenty miles to their place of work. The Division contends that employees should not be paid for commuting to work, and notes that the vast majority of state employees do not receive such an allowance. The Division characterizes the transportation allowance as excessive.

The Division also rejects the NCOA's argument that the allowance is justified because Troopers are always on duty, and there is no reason why a Trooper who drives less than twenty miles to work is under any more or less of an obligation than a Trooper who drives in excess of twenty miles. The Division asserts that the proposal reflects a broader State policy that employees should not be paid for commuting, at present the only State bargaining unit that receives this benefit in the New Jersey Law Enforcement Supervisors Association. The Division also notes that its proposal to phase out the benefit will only be applicable to Troopers entering the Academy after January 1, 2016.

NCOA's position

The NCOA vigorously opposes the elimination of the Transportation Allowance. The NCOA takes the position that all Troopers are held to higher standards than other employees and are always on duty. The NCOA notes that troopers in transit are bound to respond to any "public safety or criminal circumstance" that comes to their attention. (NCOA Exs. 38 & 39). The NCOA also notes that recently Arbitrator Thomas Hartigan found that the Division violated Article XXVI.B of the STFA CNA when it eliminated toll free passage on toll roads for Troopers commuting to their assignments. (NCOA Ex. 51).

My Award

I award the Division's proposal in part. I find that the Division has made a compelling argument that the vast majority of employees of the State of New Jersey are not given a mileage allowance for commuting to work, and that the elimination of this benefit is appropriate. However, the benefit will be eliminated for Troopers entering the Academy after January 1, 2017 and not January 1, 2016. This is because Troopers may have already commenced their training and it would be unfair to remove this benefit. In

addition, the elimination of this benefit is only for Troopers commuting to their regular assignment. In the event a Trooper entering the Academy after January 1, 2017 is required to drive to an emergency muster point¹⁸ or to some assignment other than his or her regular assignment in excess of twenty miles from his or her permanent place of residence, that Trooper will be entitled to the transportation allowance.

b. The Proposal to Eliminate the \$500 Education Incentive for an Employee with 60 credits or an Associate's Degree.

The Division's Position

At present Troopers who achieve a certain level of educational attainment are entitled to receive an annual incentive payment. Troopers who have earned sixty (60) college credits or an associates' degree receive five hundred dollars (\$500). Troopers who have a bachelor's degree receive one thousand dollars (\$1000). Troopers who have attained a master's degree or above receive fifteen hundred dollars (\$1,500). The Division is proposing to eliminate only the education incentive for an employee who has earned sixty (60) credits or an associate's degree.

The Division relies on the testimony of Director Dee, and characterizes the benefit as an "outdated relic." In order to qualify for entry into the State Trooper Academy, a bachelor's degree is currently the "price of admission." (Tr. 11/30 at 107). At present, an applicant can gain admission to the academy with an associate's degree if the applicant also has "at least twenty-four months of satisfactory employment or military service; or thirty college credits plus at least 24 months of active duty military service with honorable discharge." (D Ex. 4).

¹⁸ Such mustering takes place during a natural disaster when Troopers are directed to the most impacted part of the state.

The Division notes that the only other State CNA that provides for an educational incentive is the one covering the investigators employed by the Division of Criminal Justice, and those incentives are only given to investigators with bachelor's and master's degrees and do not include associate's degrees.

The NCOA Position

The NCOA opposes this proposal. The NCOA contends that the proposal is inconsistent with other Division proposals governing promotion which require educational attainment. The NCOA contends that a Trooper's educational attainment is a benefit to the Division and the general public, and is an essential element of the promotional process. The NCOA notes that the Trooper bears the cost of achieving the necessary credits, and contends that the State should not be permitted "to take away the measly Five Hundred Dollar (\$500.00) stipend."

My Award

I partially award the Division's proposal. The evidence shows that, in 2014, one hundred and ninety-six (196) Troopers and one hundred and twenty-three (123) Sergeants received the five hundred dollar (\$500) stipend. The total cost of the stipend was one hundred fifty-nine thousand dollars (\$159,500). (Tr. 11/30 at 109-110, D. Ex. 5).

In the overall context of the Division's budget this is a small sum. I conclude that it would be unjust to take away this benefit from employees who have relied upon this stipend. On the other hand, the Division has established that, in order to enter the Academy, an associate's degree by itself is no longer sufficient. Accordingly, Troopers entering the Academy after January 1, 2017 will no longer be entitled to the five hundred dollar (\$500) stipend for achieving an associate's degree.

c. Contributions for Retiree Health Care

The Division's Position

The Division notes, that in the 2007-2011 contract cycle, most State employees began contributing a portion of their salaries to cover the rising costs of healthcare. (Tr. 11/30 at 110). With the exception of Division Employees, most employees covered by a CNA were required to contribute 1.5% of their annual base salary. (Tr. 11/30 at 110, D. Ex. 15). The Division also notes that, under the Pension and Health Care Benefits Act, Chapter 78, P.L. 2011 ("Chapter 78"), State employees were required to pay a percentage of the cost of health benefits for themselves and their dependents both as active as employees and as retirees.

The Division also notes that some employees were required to make these contributions as of Chapter 78's effective date, and others were required to make these contributions upon the expiration of the applicable CNA. When Chapter 78 was passed, most State employees with twenty (20) years of service at the time the statute became effective, were not required to make contributions. However, after the passage of Chapter 78, even State employees with twenty years of service were required to make contributions to their retiree health insurance coverage. No such provision mandating employee contributions was made for members of the NCOA bargaining unit. At present, forty-five employees of the Division are not required to contribute to their post-retirement health care costs.

The Division contends that this anomaly ignores the ever increasing burden on health care costs on the State's budget and is contrary to the pattern that exists for all

other State employees. Accordingly, the Division asks that I award the following change in language:

Those employees who accrued 25 years of creditable service on or before June 30, 2012 will not contribute towards the cost of premiums for post-retirement medical benefits. Those employees who have 20 or more years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire or retire on a disability retirement on or after June 30, 2015, will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required under law. Those employees who have fewer than 20 years of creditable service on June 28, 2011 and who accrue 25 or more years of pension credit and retire on or after July 1, 2011, will contribute toward the cost of post-retirement medical benefits in accordance with the grid established by P.L. 2011, c. 78 for the duration of this contract.

The Division contends that this proposal closes a loophole in Chapter 78. The Division notes that its proposal only affects Troopers who have 20 years of experience as of June 28, 2011 and who retire after June 30, 2015. In its brief, the Division further modified its proposal to provide that it go into effect after the date of this award. (Division Brief at 42 n. 36). The Division contends that the proposal is modest and reflects not the actual premium cost but only 1.5% of the pension benefit. Thus, if a Trooper receives a pension of fifty thousand dollars (\$50,000) per year, the Trooper's contribution for his post-retirement health insurance would only be seven hundred and fifty dollars (\$750).

The NCOA's Position

The NCOA takes the position that I do not have the authority to award the Division's proposal. The NCOA points to the language in *N.J.S.A. 34:13A-18* which states that an arbitrator "shall not issue any finding, opinion or order reducing eliminating or otherwise

modifying retiree benefits." The NCOA contends that if I were to award the Division's proposal I would be violating the statute.

My Award

I do not award the Division's proposal. While, I recognize that this determination departs from the pattern that covers vast majority of State employees, I agree with the position of the NCOA that the requirement that retirees contribute to their post-retirement health insurance is governed by Chapter 78 and N.J.S.A. 34:13A-18. It is for the legislature to determine that these employees should make these contributions not an interest arbitrator.

d. Elimination of Clothing Allowance

The Division's position

Under the NCOA CNA, non-uniformed officers receive a nine hundred dollars (\$900) per year clothing allowance, while uniformed officers receive an eight hundred dollars (\$800) per year allowance for uniform maintenance. The Division proposes eliminating the one hundred dollar (\$100) difference between non-uniformed and uniformed personnel. Non-uniformed personnel would still receive the eight hundred dollar (\$800) allowance that uniformed personnel receive. The Division recognizes that non-uniformed officers are still required to maintain a uniform and that is why it is not proposing the elimination of the benefit for non-uniformed personnel. The Division contends that this will provide parity between uniformed and non-uniformed personnel.

In making this proposal, the Division relies on a 2011 report issued by the Office of the New Jersey State Comptroller: *An Analysis of Clothing Allowance Payments to White Collar New Jersey State Employees.* (D Ex.6). The Comptroller's report was critical

of the fact that the State paid approximately four million eight hundred thousand dollars (\$4.8 million) in negotiated clothing allowance to white collar employees, and that nine percent (9%) of this amount went to employees in the New Jersey Department of Law and Public Safety.

The Division contends that it is unfair to pay the extra sum to the non-uniformed officers.

The NCOA's position

The NCOA opposes the elimination of the extra hundred dollars (\$100) payment in clothing allowance. The NCOA contends that the Division has not identified the number of officers affected by the additional payment, nor has the Division identified any abuse or misuse of the allowance.

The NCOA also notes that N.J.S.A. 53:1-6, which was passed before the New Jersey Employer Employee Relations Act, provides in pertinent part:

Any person assigned to detective work in the department shall receive, while on such duty, an increase in salary in an amount to be fixed by the superintendent, subject to the approval of the head of the Department of Law and Public Safety, sufficient to defray the expenses for civilian clothing necessarily required in said assignment.

The NCOA contends that, based on the statute, detectives are entitled to the additional payment. In addition, the NCOA notes that unlike other police departments, detectives do not get a salary differential. The NCOA is also critical of the Comptroller's report, because the purported abuse that the report identifies concerns non-Division employees.

My Award

I do not award the Division's proposal. As the NCOA points out, there is a statute that governs clothing allowances for detective work. N.J.S.A. 53:1-6 specifically provides

for an increase in salary for detectives. The modest differential of one hundred dollars (\$100) is a reasonable effort to comply with the statutory mandate and I will not disturb that determination. I also agree that the Division is unlike many other police forces in not paying a detective differential. There is no compelling reason to award the Division's proposal.

e. *Reduction of Association Security Days*

The Division's Position

Under the CNA, NCOA union officials are given a total of 125 association leave days. (NCOA Ex. 2, Article XXVI(B)). The Division proposes reducing this allotment by twelve (12) days. The Division contends that the State is attempting to negotiate reductions in union leave across all public employee units.

The Division relies on a report of the State Commission of Investigation (SCI) entitled: *Union Work, Public Pay: The Taxpayer Cost of Compensation and Benefits for Public Employee Union Leave* ("Report"). (D Ex. 8) which was critical of the burden placed on taxpayers caused by union leave in the public sector. The Report found that, between 2006 and 2011, government paid union leave cost New Jersey taxpayer more than thirty million dollars. (D Ex. 8 at 3).

The Division notes that the Governor's Office of Employee Relations has negotiated reductions in union leave ranging from ten percent to twenty-eight percent. The Division also contends that the type of leave already available to union representatives to attend arbitrations, conduct negotiations or to handle grievances will be unaffected. (Tr. 12/2 at 31).

The NCOA Position

The NCOA opposes the reduction in the number of Association days, and contends that the Division is seeking to diminish bargaining unit rights and that it has failed to provide a rationale or support for the proposition. The NCOA contends that the Division has not met its burden in justifying a change in the CNA.

My Award

I do not award this proposal. I find that the Division has not carried its burden, and failed to distinguish between the loss of days between the STFA and NCOA units. Beyond saying the Division would like a ten percent reduction in Association days, I conclude that without more detail the change in the agreement is unwarranted

f. The Division's Proposals on Holidays

The Division's Position

The Division is seeking to align the CNA with the statute establishing paid holidays for State employees. Under N.J.S.A. 11A:6-24.1 paid holidays granted to State employees are limited to the following:

- (1) January 1, known as New Year's Day;
- (2) the third Monday in January, known as Martin Luther King's Birthday;
- (3) the third Monday in February, known as Washington's Birthday, which shall be known and celebrated as Presidents Day in this State;
- (4) the day designated and known as Good Friday;
- (5) the last Monday in May, known as Memorial Day;
- (6) July 4, known as Independence Day;
- (7) the first Monday in September, known as Labor Day;

- (8) the second Monday in October, known as Columbus Day;
- (9) November 11, known as Armistice Day or Veterans' Day;
- (10) the fourth Thursday in November, known as Thanksgiving Day;
- (11) December 25, known as Christmas Day; and
- (12) any general election day in this State.

Prior to the statutory amendment, State employees were entitled to take both Washington's Birthday and Lincoln's Birthday as holidays. These holidays have now been combined and celebrated as President's day.

The Division notes that the Mastriani Award specifically provided for the elimination of Lincoln's Birthday. (NCOA Ex. 4 at 77). The Division asks that the CNA reflect this change.

The NCOA Position

The NCOA opposes this change in the CNA. The NCOA contends that the Division has not presented evidence that would justify making this change. The NCOA asks that I reject this proposal on procedural grounds. (NCOA brief at 43).

My Award

I partially award this proposal. The proposal would merely codify the status quo, and would comply with both the statute and the Mastriani Award. Accordingly, when the successor CNA is prepared the Division's language should be included. However, the technical language changes were not described in the record, and I conclude that the Division did not carry its burden of establishing the need for those changes.

g. The Proposal to Share the Cost of Printing the CNA

The Division's Position

The Division proposes to share the cost of printing the successor CNA with the NCOA. The Division asserts that it has successfully negotiated this provision with other unions. These other unions have agreed to either print the CNA or to have the document available electronically. (Tr. 11/30 at 118). The Division contends that the proposal is reasonable.

The NCOA position

The NCOA opposes this proposal. The NCOA notes that the Division did not introduce evidence concerning the cost of printing the agreement, nor did the Division identify the contractor or office responsible for printing the CNA. The NCOA contends that the Division has not met its burden that would permit a change in the CNA.

My Award

I do not award this proposal. In order to justify this change, the Division should have introduced evidence establishing the costs of printing the CNA. While I credit Mr. Dee's testimony regarding the State's ability to secure this change in other bargaining units, without more information in the context of the State's relationship with the NCOA a decision to change the status quo would be inappropriate.

h. Proposal on Promotions

The Division's position

The Division is seeking to remove language in the current contract pertaining to promotional standards and instead cross reference that language to Operational Instruction 15-23 ("OI"). The Division contends that the OI should guide the promotional

process and remove inconsistency or ambiguity between the OI and the CNA. The Division also notes that the NCOA as well as the STFOA were involved in drafting the OI. The Division contends that there is no threat to employee rights.

The Division points out that grievances contesting the application of the promotional process are resolved by the Attorney General, and that, under PERC case law, issues concerning the right to promotions are non-mandatory subjects of bargaining. (Division Brief at 55 citing *Teaneck Bd. Of Ed. V. Teaneck Teachers Ass'n*, 94 N.J. 9(1983).

The NCOA's position

The NCOA opposes this proposal. The NCOA primarily contends that Operational Instructions only have a duration of one year, that the OI referenced in the Division's proposal has not yet been finalized, and that the last OI referred to has been rescinded.

The NCOA concedes that promotions are a managerial prerogative, but contends that the CNA's provisions concerning procedures for promotion contain important rights for members of the bargaining unit.

My Award

I do not award this proposal. I find that the Division has made a good case for streamlining the promotional process and for eliminating sources of friction between the OI and the CNA. However, I find that NCOA's arguments are more compelling. First, the fact that operational instructions only have a year's duration is problematic. It is unfair to require the NCOA to modify the CNA if they are unsure what they will receive in return. In addition, I conclude that the Division has not met its burden on this issue because the OI that the Division intends to insert has not been finalized.

i. Proposal on Expedited Grievance Handling

The Division's Position

The CNA has an expedited grievance procedure. (NCOA Ex. 2, Article XVI (G)(3)).

If a grievance arises, the NCOA may, within seven days of the event, ask that the grievance be processed in an expedited manner. In that event, the Superintendent must answer the grievance within forty-eight hours. In the event the Superintendent denies the grievance, the NCOA may appeal to a special arbitrator. However, at present, there is no time limit on the NCOA's response. The Division asks for expedited grievances, the NCOA make its decision to appeal to the special arbitrator within forty-eight hours. The Division contends that its proposal is consistent with the expedited nature of the proceeding.

The NCOA'S Position

The NCOA opposes this change. The NCOA contends that the Division has not its burden concerning this issue, and notes that Trooper schedules may preclude immediate responses to the Superintendent's decision.

My Award

I partially award this proposal. If the NCOA determines that a particular grievance merits expedited treatment by the Superintendent, it should not be permitted to indefinitely delay the processing of the grievance. On the other hand, Trooper schedules and administrative issues within a union may preclude a response within forty-eight hours of the Superintendent's denial of the grievance. I conclude that the NCOA should appeal within seven days of receipt of the Superintendent's denial of the grievance.

j. Contract Negotiations

The Division's Position

Article XXVIII of the CNA governs contract negotiations. The Division is proposing to eliminate language in paragraphs "A" and "B" which provides that the contracts shall be "automatically renewed from year to year unless either party shall notify the other in writing by certified mail prior to October 1 in the year preceding the contract expiration."

The Division characterizes its proposal as language cleanup. The Division states that granting its proposal would remove the danger of either party missing an arbitrary deadline that will result in a continuation of the existing contract for an additional year¹⁹.

The NCOA'S Position

The NCOA opposes this proposal. The Union contends that there is nothing in the record to justify this change.

My Award

I do not award this proposal. I conclude that the Division has not met its burden in establishing this need for the change in language.

k. Eye Care Proposal

The Division's Position

The Division is proposing the following change to the language governing eye care in the CNA: **Eye Care Program**

1. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a \$40 payment for prescription eye glasses with regular lenses and a \$45 payment for such glasses with bi-focal lenses. Each eligible employee and dependent may receive only one (1) payment during the two (2) year period ending June 30, 2014, and only one (1) payment during the two (2) year period commencing July 1, 2014, and only one (1) payment during the two (2) year period commencing July 1, 20160. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

¹⁹ The Division's proposal also seeks to have the contract expire in 2018. The 2018 expiration is not awarded and is discussed elsewhere in this document.

2. Eligible dependents of full-time employees shall be eligible for a maximum payment of \$35 or the non-reimbursed cost whichever is less, of an eye examination by an Ophthalmologist or Optometrist, during the two (2) year period ending June 30, 2014, and only one payment during the two (2) year period commencing July 1, 2014 and only one (1) payment during the two (2) year period commencing July 1, 2016. The program ends on June 30, 2018. Proper affidavits and submissions of receipts are required of the member in order to receive payment. 1. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a \$40 payment for prescription eye glasses with regular lenses and a \$45 payment for such glasses with bi-focal lenses. Each eligible employee and dependent may receive only one (1) payment during the two (2) year period ending June 30, 2014, and only one (1) payment during the two (2) year period commencing July 1, 2014, and only one (1) payment during the two (2) year period commencing July 1, 2016. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

In addition, the Division is also seeking similar changes to the Dental program. (D Ex. 2).

The Division characterizes these changes as "language cleanup" and asks for an award in its favor.

The NCOA's Position

The NCOA objects on the grounds that there was no testimony regarding this issue. The NCOA also states the Division has not provided the cost for its proposals. In addition, the NCOA notes that a similar proposal was rejected in *State of New Jersey and FOP Lodge 91, supra*. In that award Arbitrator Osborn held:

As to the State's proposal to make the benefit available in specified two-year increments, this is inconsistent with other State contracts and ignores the possibility that some employees did not receive a reimbursement in the last two years, or need glasses for the first time in 2014. Therefore, language permitting reimbursement once in a two-year period is more appropriate. Finally, I decline to include language that would sunset the clause upon the expiration of the contract. The State's proffered reason that it wants the option to terminate the program if it wishes flies in the face of collective negotiations, is inconsistent with the provisions of other State

contracts, and is not in the public interest, which favors collective negotiations over unilateral action²⁰. (N-34D, p.115)

My Award

I partially Award this proposal. As to the Dental, program there was no testimony regarding the program, and I will not award any changes to that program. As to the Eye Care program, I do not find it necessary to include the sunset provision in my award. The sunset provision would have terminated on June 30, 2018. The parties will be free to negotiate any changes governing this program commencing in 2017. I recognize that P.E.R.C has awarded a sunset provision and that such a provision is consistent with other CNAs, but I find it unnecessary to include such a provision in this award because the CNA will have expired prior to the application of the proposed sunset provision.

On the other hand, in this proposal there are changes in the language to reflect new dates for the program. I will award those changes. The language will now read:

1. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a \$40 payment for prescription eye glasses with regular lenses and a \$45 payment for such glasses with bi-focal lenses. Each eligible employee and dependent may receive only one (1) payment during the two (2) year period ending June 30, 2016 and one (1) payment during the two (2) year period commencing July 1, 2016, and only one (1) payment during the two (2) year period commencing July 1, 2018. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
2. Eligible dependents of full-time employees shall be eligible for a maximum payment of \$35 or the non-reimbursed cost whichever is less, of an eye examination by an Ophthalmologist or Optometrist, during the two (2) year period ending June 30, 2016, and only one payment during the two (2) year period commencing July 1, 2016 and only one (1) payment during the two (2) year period commencing July 1, 2016. Proper affidavits and submissions of receipts are required of the member in order to receive payment.

²⁰ P.E.R.C. modified Arbitrator Osborn's award and directed that the sunset language be included in the CNA.

IX. THE UNION'S NON-ECONOMIC PROPOSAL

The NCOA'S Position

The NCOA has made only one non-economic proposal, which is related to discipline. The proposal states:

Where a member under investigation for a disciplinary charge is placed in a "no pay" status and a final determination on said investigation is not completed within one hundred eighty (180) calendar days from the date of said member's suspension without pay then said member shall, commencing on the 181st calendar day, begin to receive pay that said member was being paid at the time of suspension and shall continue to do so until the date of final determination.

It is proposed that where a member is acquitted of administrative or criminal charges or if said charges are ultimately resolved in the member's favor then the member shall be made whole including full back pay and shall be reimbursed for the expense of said member's defense. Said payments shall be promptly made.

The NCOA points out that at present a Trooper who is accused of an administrative or criminal infraction can be suspended without pay or health insurance while an investigation or investigations of the infraction may continue indefinitely. The NCOA notes that this creates a hardship for the Trooper and his or her family. In addition, STFA President Christopher Burgos testified that the Trooper's ability to find other work is subject to the approval of the Superintendent of the Division. (STFA Tr. 79-82).

The NCOA notes that local police and firefighters are protected by statute. N.J.S.A. 40A:14-201 provides, in pertinent part, that local police and firefighters shall receive his or her base salary after the officer has been suspended for one hundred and eighty days:

If a final determination is not rendered within those 180 days as hereinafter calculated, the officer or firefighter shall, commencing with a 181st calendar day, begin to receive the base salary he was being paid at the time of his suspension

and shall continue to do so until a final determination on the officer or firefighter's termination is rendered.

The NCOA claims to be seeking equity with local police and firefighters. The NCOA notes that the second portion of its proposal seeks back pay for suspended Troopers. The NCOA reasons that since the Superintendent has the power to order back pay when directing that a Trooper be restored to duty, the Division might place undue pressure on the Trooper to return to duty with little or no back pay.

The NCOA states that it is not trying to revise the review process or to unduly interfere with an investigation. The NCOA is trying to alleviate the economic hardship of suspended members.

The Division's Position

The Division notes that allegations of Officer Misconduct are handled by the Office of Professional Standards ("OPS"). OPS receives allegations of officer misconduct, investigates the allegations and makes recommendations to the Superintendent regarding discipline. The Division states that OPS attempts to conclude its administrative investigations within 120 days, but that circumstances may require that it takes additional time. Once a recommendation for discipline is submitted to the Superintendent, the Superintendent has forty-five days to act. The Trooper may appeal to the New Jersey Office of Administrative Law which issues recommendations which are either adopted or rejected by the Superintendent. Final decisions may be appealed to the New Jersey Superior Court Appellate Division.

If OPS determines that the allegations against the Trooper might be subject to a criminal investigation, OPS will not take any steps until the criminal investigation is concluded.

The Division asserts that its procedures for handling internal investigations have been nationally recognized as a model for law enforcement. Major Mark Wondrack testified that on average there are only ten Troopers suspended at any one time. Suspensions only occur under the following circumstances:

1. The employee is unfit for duty;
2. The employee is a hazard to any person if permitted to remain on the job;
3. An immediate suspension is necessary to maintain safety, health, order or effective direction of public services;
4. The employee has been formally charged with a first, second or third degree crime; or
5. The employee has been formally charged with a first, second, third or fourth degree crime or a disorderly persons offense committed while on duty, or the act touches upon his or her employment.

(Tr. 12/2 at 63).

The Division contends that an award granting this proposal would violate public policy. It notes that the statute relied upon by the Association was passed after the Appellate Division's decision in *Kelty v. State Dept. of Law and Public Safety, Div. of State Police*, 321 N.J. Super. 84 (App. Div. 1999). The Court noted in *Kelty* that a "public officer who renders no service is not entitled to prevail in an action seeking compensation." *Id.* Citing, *Demarco v. Board of Chosen Freeholders of Bergen County*, 21 N.J. 136, 143 (1956). *Kelty* involved an appeal by a suspended police officer who was ultimately vindicated on appeal and who sought back pay. The Court refused to order back pay because there was no statute which would have permitted such a payment.

The Division also argues that the proposal, as written, limits the Superintendent's authority. N.J.S.A. 53:1-10 empowers the Superintendent to make all rules and regulations regarding discipline of Division employees.

In addition, the Division argues that the length of an investigation is frequently not in its control and may depend upon criminal investigations by other agencies. The Division characterizes the one hundred eighty (180) day limitation as artificial.

Finally, the Division notes that if charges are dismissed the Superintendent has the power to award back pay.

My Award

I do not award this proposal. The Legislature has chosen to provide salary and benefits to local police and firefighters after they have been suspended for over one hundred and eighty (180) days. The Legislature has chosen not to extend this benefit to members of the Division. I will not substitute my judgment for that of the Legislature.

X. SUMMARY OF AWARD

A. WAGES

The wages of the NCOA bargaining unit should be increased at each step and rank excluding maintenance by 1% non-compounded effective July 1, 2013, July 1, 2014, July 1, 2015, and July 1, 2016. The salary for the years 2013, 2014, and 2015 shall be paid retroactively. All increments halted as of Pay Period 20 in 2015 shall be restored and paid. As of the first pay period after July 1, 2016 maintenance shall be increased by 1.25% or by one hundred and seventy dollars and sixty-one cents (\$171.61) or from thirteen thousand six hundred and forty-nine dollars and three cents (\$13,649.03) to thirteen thousand eight hundred and nineteen dollars and sixty-four cents (\$13,819.64).

B. Term

The CNA shall have a term of July 1, 2012 to June 30, 2017.

C. Transportation Allowance

Commencing with the Academy class of 2017, the transportation allowance provided for at Article XIII § B (5) of the CNA shall be eliminated except in situations where the Trooper is required to drive to an emergency muster point or to some assignment other than his or her regular assignment in excess of twenty miles from his or her permanent residence. In those cases, the Trooper will be entitled to the transportation allowance.

D. Education Incentive

Commencing with the Academy class of 2017, the education incentive of five hundred dollars (\$500) for employees who have sixty credits or an associate's degree provided for at Article XIII § I (1) shall be eliminated.

E. Holidays

Article X (A) (1) shall be amended to provide for the following holidays:

A. All employees of this negotiating unit shall be entitled to the following holidays as additional days off without loss of pay or if worked, shall be compensated by compensatory time off:

- (1) New Year's Day**
- (2) Martin Luther King's Birthday (3rd Monday in January)**
- (3) President's Day (3rd Monday in February)**
- (4) Good Friday**
- (5) Memorial Day (Last Monday in May)**
- (6) Independence Day**
- (7) Labor Day**
- (8) Columbus Day (2nd Monday in October)**
- (9) Election Day**
- (10) Veterans' Day (November 11)**
- (11) Thanksgiving Day**
- (12) Christmas Day**

F. Expedited Grievance Procedure

Article XII (G) (3) shall be amended to read in pertinent part:

The Superintendent shall respond within forty-eight hours of receipt of a request for expedited grievance handling with a determination regarding the expedited procedure should be invoked. If the Superintendent denies the request, the Association within seven days may appeal the decision to a special arbitrator . . .

G. Eye Care

Article XIII (D)(1) shall be amended to read:

- 1. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a \$40 payment for prescription eye glasses with regular lenses and a \$45 payment for such glasses with bi-focal lenses. Each eligible employee and dependent may receive only one (1) payment during the two (2) year period ending June 30, 2014 and only one (1) payment during the two (2) year period commencing July 1, 2014, and only one (1) payment during the two (2) year period commencing July 1, 2016. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.**
- 2. Eligible dependents of full-time employees shall be eligible for a maximum payment of \$35 or the non-reimbursed cost whichever is less, of an eye examination by an Ophthalmologist or Optometrist, during the two (2) year period ending June 30, 2014, and only one payment during the two (2) year period commencing July 1, 2014 and only one (1) payment during the two (2) year period commencing July 1, 2016. Proper affidavits and submissions of receipts are required of the member in order to receive payment.**
1. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program. The Program shall provide for each eligible employee and dependent to receive a \$40 payment for prescription eye glasses with regular lenses and a \$45 payment for such glasses with bi-focal lenses. Each eligible employee and dependent

may receive only one (1) payment during the two (2) year period ending June 30, 2014, only one (1) payment during the two (2) year period commencing July 1, 2014, and only one (1) payment during the two (2) year period commencing July 1, 2016. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

H. Other Proposals

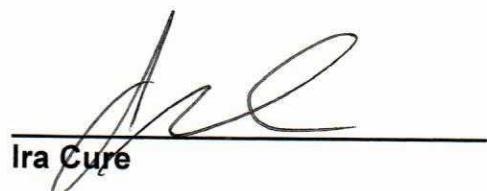
All proposals by the State Troopers Non-Commissioned Officers Association of New Jersey, Inc. and the State of New Jersey Division of State Police not awarded herein are denied and dismissed. All provisions of the existing Collectively Negotiated Agreements²¹ shall be carried forward except for those which have been modified by the terms of this Award and any prior agreements between the parties.

²¹ This includes salary increments.

XI. CERTIFICATION

I have given due weight to the statutory criteria set forth in N.J.S.A. 34:13A-16(g), and I conclude that the terms of this Award represent a reasonable determination of the issues.

Dated: January 31, 2016
Brooklyn, New York



Ira Cure

State Of New York }
County of Kings }

On this 31st day of January, 2016 before me personally came and appeared Ira Cure to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me he executed the same.



Elizabeth Orfan
Notary Public

ELIZABETH ORFAN
Notary Public, State of New York
No. 02OR4976601
Qualified in Kings County
Commission Expires April 23, 2019