
Docket #: **IA-2003-037**

Union: **Essex County Sheriff's Officers, PBA Local 183**

Employer: **Essex County & Sheriff of Essex County**

Arbitrator: **Robert M. Glasson**

Appearances:

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

Employer: Angelo J. Genova, Esq. & Lynn S. Degen, Esq.: Genova Burns & Vernoia

Contract Period: **January 1, 2002 through December 31, 2005**

Date of Award: **August 20, 2004**

LAST OFFER OF THE UNION

1. **Duration of Contract:** January 1, 2002 through December 31, 2005.
2. **Salary Increases:** Effective each January 1st, a 5% increase across the board. Effective January 1, 2004, addition of a senior officer differential step at 20 years.
3. **Senior Officer Differential:** Effective January 1, 2004, after 20 or more years of employment as Sheriff Officer/Investigator with Excess County, employees shall be entitled to ½ the difference between their current base rate and the next higher rate of pay. This Senior Officer Differential (SOD) will be paid along with regular base pay in the employee's regular paychecks. Future adjustments to base pay will be calculated without SOD, and after said wage adjustment, the differential will then be recalculated. Up to 4 years of service credit will be given for service covered by PERS, PFRS, CPFPPF and ERS.
4. **Vacations:** During an employee's 10th and 15th year of employment, he/she shall be entitled to additional vacation time during that year. Effective January 1, 2003, the current vacation schedule should be modified as follows:
 - First 12 months of employment: 1 working day's vacation for each month completed
 - During 2nd-10th year: 15 days
 - During 11th-15th year: 20 days
 - During 16th year and thereafter: 25 days

5. **Critical Event Excusal Time:** When requested by the officer and deemed necessary by the officer's supervisor, officers shall be excused from duty for up to two days (not deducted from an officer's compensatory time) immediately following a critical incident; i.e. involvement in prolonged hostage/barricaded persons negotiations, the use of deadly force, life savings events and/or actual bomb disposal operations. If the officer requests additional time (more than 2 days), the County shall provide a medical doctor to evaluate the request. During excusal, the officer shall be fully accessible by the department, and failure to do so will cancel this privilege and the time taken off will be charged to the officer's compensatory time and disciplinary action will be taken.
6. **Holidays:** All holiday benefits shall be folded into base pay and utilized for all calculation purposes.
7. **Local 183 Activities:** For the purpose of attending union business, the majority representative, PBA Local 183, shall have two associate members placed on full release time with full compensation.
8. **Grievance Procedure:** Minor disciplinary matters (less than six days of fine or suspension) will be included in the Grievance Procedure. Article shall be modified as follows:

"For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of the Agreement or any applicable rule or regulation or policies, agreement or administrative decisions affecting any employee(s) covered by this Agreement."

LAST OFFER OF THE COUNTY

1. **Duration of Contract:** January 1, 2002 through December 31, 2005.
2. **Salary Increases:** Effective as follows:
 - July 1, 2002: There shall be a 3% total lump sum bonus payment, equal among all members regardless of current salary, to all employees employed prior to July 1, 2002 and still employed by the County when the contract is ratified, for half of one year.
 - January 1, 2003 & January 1, 2004: 0% increase.
 - January 1, 2005: 2% increase.
 - July 1, 2005: 2% increase.
3. **Prescription Co-Payments:** Co-payments for generic drugs shall be increased from \$1 to \$5 and from \$5 to \$10 for brand name drugs. Effective January 1, 2005, the co-payment for generic drugs will be increased from \$5 to \$10, and from \$10 to \$15 for brand name drugs. The mail order prescription program will be continued.

4. **Overtime:** When required by operational need, the contract may be reopened at the Sheriff's request to negotiate changes in the existing work schedule, including weekend work, and shall not change or violate the Sheriff's managerial rights for manpower, work schedules or staffing.
5. **Compensatory Overtime Option:** Addition of section to stipulate that overtime shall be paid in cash or deposited into compensatory time (up to 80 hours maximum) at a rate of time and one-half. Employees shall notify their commanding officer in writing at the completion of said overtime, as well as indicate on their completed overtime report, if they would prefer the cash payment or compensatory time option, with the exception of the exemptions stipulated in Section 3. After 80 hours of compensatory time has been banked, employees will receive cash compensation only, and any compensatory time not used during the calendar year in which it is earned will be compensated in a cash payment.

AWARD

1. **Duration of Contract:** January 1, 2002 through December 31, 2005.
2. **Salary Increases:** Increases across the board and retroactive to their effective dates as follows:
 - July 1, 2002: 3.5%
 - July 1, 2003: 3.5%
 - April 1, 2004: 4%
 - January 1, 2005: 4%
3. **Compensatory Overtime Option:** Addition of section to stipulate that overtime shall be paid in cash or deposited into compensatory time (up to 80 hours maximum) at a rate of time and one-half. Employees shall notify their commanding officer in writing at the completion of said overtime, as well as indicate on their completed overtime report, if they would prefer the cash payment or compensatory time option, with the exception of the exemptions stipulated in Section 3. After 80 hours of compensatory time has been banked, employees will receive cash compensation only, and any compensatory time not used during the calendar year in which it is earned will be compensated in a cash payment. Arbitrator shall retain jurisdiction for 30 days to resolve any questions.
4. **Prescription Co-Payments:** Effective no earlier than September 15, 2004, co-payments shall be increased to \$5 for generic and \$10 for brand name drugs. Effective January 1, 2005, co-payments shall be increased \$10 for generic and \$15 for brand name drugs. The mail order prescription shall be continued.

All proposals not awarded herein shall be dismissed, and the provisions of the existing agreement shall be carried forward unless modified by this agreement.