



STATE OF NEW JERSEY

In the Matters of Victoria Alberto, *et al.*  
Bergen County Sheriff's Office

FINAL ADMINISTRATIVE ACTION  
OF THE  
CIVIL SERVICE COMMISSION

CSC DKT. NOS. 2017-3992, *et al.*  
OAL DKT. NO. CSV 14062-17

ISSUED: JULY 21, 2021 BW

The appeals of Victoria Alberto, *et al.*, Police Officers (various levels), Bergen County Sheriff's Office, of the good faith of their layoffs effective June 26, 2017, for reasons of economy or efficiency, was heard by Acting Director and Chief Administrative Law Judge Ellen S. Bass, who rendered her initial decision on June 3, 2021. Exceptions and replies were filed on behalf of both parties.

It is noted that 44 employees appealed the good faith of their layoffs. However, 26 appellants withdrew their appeals.<sup>1</sup>

Having considered the record and the Administrative Law Judge's initial decision, as well as the exceptions and replies, which do not merit discussion, and having made an independent evaluation of the record, the Civil Service Commission, at its meeting on July 21, 2021, accepted and adopted the Findings of Fact and Conclusion as contained in the attached Administrative Law Judge's initial decision.

ORDER

The Civil Service Commission finds that the action of the appointing authority in laying off the appellants for reasons of economy or efficiency was

<sup>1</sup> The remaining 18 appellants are: Daniel Antinori, Matthew Bartlett, Gary Bendit, Frank Caneja, Jacek Demczuk, Alexander Echevarria, Peter Flannery, Justin Garcia, Michael Marciniak, Vincent Mayo, William McMonigle, Jeremiah Nayda, Joseph Pride, Bruce Reed, Ronald Salzano, Wendy Tinio, Christopher Tinio and Dario Vargas.

justified. The Commission therefore affirms that action and dismisses the appeals of Victoria Alberto, *et al.*

This is the final administrative determination in these matters. Any further review should be pursued in a judicial forum.

DECISION RENDERED BY THE  
CIVIL SERVICE COMMISSION ON  
THE 21<sup>ST</sup> DAY OF JULY, 2021



Deirdré L. Webster Cobb  
Chairperson  
Civil Service Commission

Inquiries  
and  
Correspondence

Allison Chris Myers  
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attachment



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

**INITIAL DECISION**

OAL DKT. NO. CSV 14062-17

AGENCY DKT. NO. 2017-3992, et al

**IN THE MATTER OF VICTORIA ALBERTO,  
ET AL., BERGEN COUNTY SHERIFF'S  
DEPARTMENT.**

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**Michael Bukosky, Esq.,** for petitioners, (Loccke, Correia & Bukosky, attorneys)

**Eric Bernstein, Esq.,** for respondent, (Eric M. Bernstein and Associates,  
attorneys)

Record Closed: May 26, 2021

Decided: June 3, 2021

BEFORE **ELLEN S. BASS**, Acting Director and Chief ALJ:

**STATEMENT OF THE CASE**

Forty-four Bergen County Police Officers challenge the bona fides of a Layoff Plan that became effective on or about June 26, 2017. They assert that the layoff was undertaken in bad faith. The Bergen County Sheriff's Department ("the Sheriff") replies that the layoff was motivated by legitimate business exigencies and asks that the petition of appeal be dismissed.

## PROCEDURAL HISTORY

Petitioners filed an Amended Notice of Appeal with the Civil Service Commission on or about August 1, 2017.<sup>1</sup> The matter was transmitted to the Office of Administrative Law ("OAL") as a contested case on September 22, 2017. The case was assigned to me on February 20, 2018, after the judge previously assigned recused himself due to a conflict of interest.

Via letter dated February 15, 2018, counsel for the Sheriff filed a Motion to Stay this proceeding while related appeals in the Appellate Division were heard. Counsel for petitioners opposed the Motion, and after oral argument on May 22, 2018, an Order was entered on June 1, 2018, placing the matter on the Inactive List pursuant to N.J.A.C. 1:1-9.7. That Order was extended for an additional six months until March 1, 2019, via order dated November 21, 2018.

A related Unfair Practice Charge was filed with the Public Employment Relations Commission ("PERC") on December 21, 2017, by PBA Local 49, alleging that the layoff was motivated by anti-union animus. On April 13, 2018, petitioners filed a Motion to Consolidate the two matters; counsel for the Sheriff opposed the Motion on the grounds that it was premature. As a complaint had not yet been issued by PERC, I agreed. The request to consolidate was refiled by petitioners on May 9, 2019, after PERC issued its complaint on March 19, 2019. By Order dated June 6, 2019, the matters were consolidated with a determination that PERC is the agency with the predominant interest in the conduct and outcome of the matter. The Unfair Practice Complaint was transmitted to the OAL by PERC on June 19, 2019 (OAL Dkt. No. PRC 08332-19).

On August 26, 2019, the Sheriff filed a Motion to Dismiss, seeking an Order directing that the individual petitioners be required to file separate petitions outlining their discreet claims; and that their labor representative be dismissed for lack of standing. The

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<sup>1</sup> The covering letter noted that it was a refiling in the aftermath of a "reordering of each employee's interest" and it incorporated the notice originally filed on June 14, 2017.

Motion also relied upon N.J.S.A. 34:19-8 to argue that those petitioners who were parties to a then pending Superior Court action filed under the New Jersey Conscientious Employee Protection Act ("CEPA"), N.J.S.A. 34:19-1 et seq., had waived their rights to bring the claims currently pending before the Civil Service Commission and PERC. This Motion was denied by Letter Order dated September 11, 2019.

Hearings were conducted on September 16 and 17, 2019, and January 28, 2020. In February 2020, I received correspondence from counsel for petitioners, indicating that he sought to call a previously undisclosed witness and offer previously unproduced documents. Counsel for the Sheriff objected, noting that this would necessitate the reopening of discovery; counsel for petitioners replied that the proposed testimony was newly discovered and highly relevant. In an Order dated February 28, 2020, I barred the proposed testimony and declined to reopen discovery, noting that this request had come some two years after the appeal in this matter had been filed. A request to the agencies for interlocutory review of my Order was denied. The hearing continued March 6, 2020.

On April 17, 2020, counsel for the Sheriff filed a Motion to Quash subpoenas that had been issued to a former Civil Service Commission employee, and to two former attorneys for Bergen County. This Motion was granted via Letter Order dated June 17, 2020. A request for interlocutory review was denied by the agencies. Thereafter, the COVID-19 pandemic caused delays in completing the hearing. On October 13 and 28, 2020, with the consent of counsel, the matter continued via Zoom. On November 2, 2020, I conferred with counsel on the record, and we reviewed and agreed upon the contents of the documentary record. Additional documents were agreed upon during a follow-up appearance on November 24, 2020. Post-hearing written summations were filed on March 19 and April 5, 2021.

Throughout, I had more than a few off the record conversations with counsel about a possible amicable resolution of the claims raised in both the PERC and Civil Service appeals. On April 29, 2021, I received correspondence reflecting that some of the petitioning officers had resolved their claims and that the PBA was prepared to withdraw its petition before PERC, but not as to claims that may survive for its individual members.

I conferred with counsel on May 3, 2021, to again assess if this matter could be amicably resolved in its entirety. I held the record open until May 24, 2021, at counsel's request, as I was informed that a comprehensive settlement might be imminent. On May 21, 2021, I received a letter from PERC advising that it considered the Unfair Practice Complaint to be withdrawn in its entirety, and via Order dated May 26, 2021, the two matters were severed, the PERC matter was marked withdrawn, and the file was returned to the agency.

By letter dated May 25, 2021, I was advised that several additional petitioners had withdrawn their claims.<sup>2</sup> It appearing that there remained petitioners with claims that had been neither settled nor withdrawn, I closed the record on May 26, 2021, so that this decision could be issued.

### **THE ISSUE PRESENTED**

This appeal raises a narrow issue for adjudication; that is, whether the action of the Sheriff's Office in laying off the subject police officers was taken in good faith. See: N.J.A.C. 4A:8-2.6.<sup>3</sup>

### **FINDINGS OF FACT**

#### **The Events Leading Up to The Lay-Off**

The history that preceded the layoff is uncontroverted, and I FIND:

On January 1, 2015, the Bergen County Executive, the Bergen County Sheriff, and the Bergen County Prosecutor executed a Memorandum of Agreement for the Long-Term Realignment of Police Services ("the Agreement"). Under the terms of the Agreement,

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<sup>2</sup> These documents are included in the record as C-1 (Stipulations of Dismissal and covering letter) and C-2 (letter to PERC), C-3 (May 21, 2021, Letter from PERC), C-4 (May 25, 2021, withdrawal letter).

<sup>3</sup> Maintaining focus on the issues presented by this appeal was a challenge. Tangential issues, such as the composition of the layoff unit and the authority of the Sheriff to implement the layoffs were the subject of unrelated appeals that ultimately were reviewed by the Appellate Division. I advised counsel for petitioners repeatedly that these issues would not be relitigated here.

the Police Department was realigned to operate as a Division of the Sheriff's Office, to be known as the Bureau of Police Services. The realignment shifted control of the police force to the Bergen County Sheriff; previously, the police operated under the auspices of the Bergen County Department of Law and Public Safety and reported to the County Executive. Bergen County Police Officers were understandably apprehensive; but they were reassured by the Sheriff that the realignment would not impact their employment security, nor would it impede their opportunities for promotion and advancement.

Notwithstanding those assurances, the Agreement's plain language acknowledged that while the Bureau of Police Services employed some 103 officers, the work of the Bureau could be accomplished with a smaller staff. It provided as follows:

With the transfer, the BCSD will now have within its control the 152 Sheriff's officers, as well as the 103 BCPD officers currently employed by both agencies. This total number of officers, 255, is acknowledged by all the parties to be far in excess of that needed to provide the same level of law enforcement services to the residents of County of Bergen and it is the intent of all parties herein that, through attrition, this number be reduced to a maximum total of 201 police officers, representing a reduction, by 54 police officers from amongst the roles of the BCPD and retaining the current authorized strength of 152 Sheriff's officers which exist at this time...

[R-10, Memorandum of Agreement Paragraph 2.4.1, emphasis supplied]

The goal thus was to reduce the ranks of the Bergen County Police Officers to 49 by attrition. By 2017, their numbers had been reduced to 75 officers. Thus, more than the 49 officers contemplated to remain under the terms of the Agreement continued to be employed by the County.

The Agreement additionally contained a provision entitled "Automatic Transfer of Patrol Officers", which provided as follows:

Subsequent to the effective date of this agreement and upon passage of an ordinance accomplishing same, any patrol officer under the employ of the BCPD and who shall continue to be so

employed by the County of Bergen as a police officer with the Bureau of Police Services shall be permitted to make application to the Sheriff for an intra-county transfer and shall be permitted to become employed as a Sheriff's officer within the Bergen County Sheriff's department...

[R-10, Memorandum of Agreement Paragraph 2.4.3]

PBA President Christopher Weston confirmed that his officers did not readily choose to take this transfer. The Sheriff's Officers had a less attractive salary guide than the County Police, which could explain the reluctance to do so.

The Agreement provided that any amendments to its terms could only be made in writing, and only to "facilitate and accomplish one or more objectives of this Agreement, that being the realignment of the Bergen County Police Department and to provide for its ultimate abolition." Indeed, abolition of the Bergen County Police Department as a unique entity was emphatically emphasized in the Agreement, which stated that "under no circumstances shall this Agreement be revoked or amended by any Board, elected official or person so to directly or indirectly restore the Bergen County Police as a separate and independent entity." At the time of its adoption, the Agreement was not challenged by the PBA or its individual members, in any way, or in any forum.

On March 8, 2017, an amended Memorandum of Agreement for the Long-Term Realignment of Police Services ("the Amended Agreement") was agreed upon by the County Executive and Sheriff. Under the terms of the Amended Agreement, the section that offered transfer to the title of Sheriff's Officer was deleted and replaced with language that provided that while an officer could apply for transfer, the approval of such a transfer would be at the sole discretion of the Sheriff, upon terms set by him, and subject to approval by the Civil Service Commission. An Executive Summary explained the amendment's intent and purpose. Relevant here is the portion entitled "More Flexibility for the Sheriff to Manage the Sheriff's Office Post-Realignment." It reads as follows:

...Some of the changed circumstances that the Sheriff must now address, which were not present when the MOA was first signed, include: a two percent (2%) cap placed on his budget; and the New Jersey Supreme Court's adoption of a model court security plan that



originally was just that, a model, but became mandatory in May 2015. Additionally the MOA was never intended to be immutable as indicated by the provisions allowing for modification of the agreement...The process by which the maximum authorized strength of the Bureau of Police Services is brought to 49 officers is clarified to retain a preference for reduction through attrition where practicable, but to allow for other methods of possible reduction...These changes to the MOA will provide more flexibility to deal with not just the current operating environment, but future vicissitudes that are unseen; just as the changed circumstances discussed herein could not be foreseen at the time the MOA was first drafted.

[P89 at page 3]

In their post-hearing summation, petitioners strenuously urge that this change was “kept secret,” and was made in the “proverbial ‘dead of the night’.” This contention is belied by the fact that the Amended Agreement was adopted by formal public resolution by the County Chosen Board of Freeholders on April 5, 2017.<sup>4</sup>

In or about May 2015, the New Jersey Supreme Court approved a New Jersey Judiciary Model Court Security Plan that mandated the assignment of an armed Sheriff’s Officer in every courtroom being used by a judge or a hearing officer. On March 23, 2017, Bergen County Assignment Judge Bonnie Mizdol wrote to the Bergen County Executive and the County Freeholders complaining that the County remained noncompliant and urging that “these security measures be given priority so that we can be commended for our foresight in preventing a tragedy rather than criticized for our lack of action.” (R-4).

A Layoff Plan was forwarded to the Civil Service Commission that day.<sup>5</sup> The Plan explained that a “confluence of unprecedented events that could not be foreseen when the Realignment MOA was executed” necessitated the layoff of the remaining police

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<sup>4</sup> Petitioners point out that an earlier planned discussion of the amendments was tabled by the County Freeholders; they urge that this evidences secrecy. Petitioners moreover urge that requests for documentary evidence were denied. Weston conceded that Open Public Records Act (“OPRA”) requests for documents were duly filed, and duly responded to by the Sheriff’s Office, which advised that it had no documents to share that fell within the OPRA definition of a public document. The Sheriff’s response to the OPRA request was appealable, but no appeal was taken by the PBA.

<sup>5</sup> An amended layoff plan was submitted on March 31, 2017; that document deleted a previously proposed exemption for members of the bomb squad.

officers. The Sheriff determined that compliance with Judge Mizdol's directive would require the hiring of about 35 new entry level Sheriff's officers at an estimated total cost of \$3.3 million. The layoff plan cited N.J.S.A. 40A:4-45.45b which provides that budget increases that must be funded by property taxes must be limited to no more than 2% of the prior year's budget request. The Sheriff thus explained that his department could not afford to keep these officers employed, and at the same time comply with Judge Mizdol's directive.

The Layoff Plan explained that the proposed abolition of 26 police officer positions would expedite the efficiencies that prompted the consolidation of the two departments; would offset the cost of hiring the new Sheriff's Officers mandated by the Court Security Plan; and would reduce the number of County Police Officers to 49. The plan proposed the abolishment of three County Police Captains, five Lieutenants, three Sergeants, and fifteen Police Officers. The Plan noted that individuals were selected for layoff via seniority and that, after considering bumping rights, and demotions, would result in "the separation from employment of 26 employees in the title of 'County Police Officer.'

The Plan cited a hiring freeze as a pre-layoff action designed to address budgetary constraints. And it urged that consideration was given to other cost saving measures such as support staff layoffs, as well as, lateral transfers of affected employees to the position of Sheriff's Officer. It was further noted that the employer consulted with the appropriate negotiations representatives and that "until the implementation of the proposed layoffs, the Sheriff remains receptive to the union's submission of proposed alternatives and to meaningful discussions with the union concerning said proposals." The Civil Service Commission approved the layoff plan by letter dated April 24, 2017, with an effective date of June 8, 2017. That date was later extended to June 26, 2017.

Weston first formally learned that there might be a layoff at a January 27, 2017, meeting. Consistent with the Layoff Plan, he was advised that there was a need to hire Sheriff's Officers to meet a court security mandate, and that the County Police Officers could not perform this work.

### The Motivation for the Layoffs

Petitioners offered Weston's testimony, and that of PBA Vice-President John Baker, and Officers Victoria Schaadt (nee Alberto) and Sara Toro. Their dislike for former Sheriff Michael Saudino was palpable. They all believed that the former Sheriff hated the County Police and its Union, and thus set in motion a plan to destroy their police force. These witnesses all testified in a straightforward, consistent, and credible manner, and I **FIND** that their belief was heartfelt. I moreover **FIND** that the affected Police Officers felt misled by the promises in the original realignment agreement; felt that they had been lied to when told they had job security; and felt blindsided by the layoff. And I **FIND** that the layoff affected them and their families financially in very real ways and was the beginning of a seismic change in the delivery of police services in Bergen County. But as will be more fully set forth below, I heard no evidence that the feeling by these witnesses that the layoff was undertaken in bad faith was anything more than that, a feeling. Their arguments that the layoff could have been avoided by simply allowing the County Police Officers to perform the courtroom security sought by Judge Mizdol highlights this point.

As evidence that Saudino declined to transfer the County Police Officers to courtroom security work for untoward reasons, Weston pointed to comments made by him regarding the union reaction to such a transfer. I **FIND** that Saudino expressed concern that the salary disparity that would result would create "a union nightmare." A County Police Officer would earn some \$25,000 more than his or her Sheriff's Officer counterpart for doing the same job. Saudino elaborated that not only would such a disparity be unfair, but it also "would have caused an unfair labor practice which I believe would have been won by the PBA." Petitioners urge that Saudino did not want to simply avoid an argument with the Union or impair morale; rather, his reluctance to transfer the County Police stemmed from his desire to destroy Local 49.

But the only witness who truly knew what motivated Saudino was Saudino himself, who was called by petitioners and testified under subpoena. Saudino began his career in Law Enforcement in 1973 as a Patrol Officer in Emerson. He went on to spend 38 years there, the last nine as Chief of Police. In 2010, he successfully ran for Bergen

County Sheriff and was reelected twice. Saudino began his service as Sheriff in 2011. He confirmed that he thought the Agreement was a sound idea, and consistent with how police services were delivered in other counties. And Saudino confirmed that he had always hoped that ultimately the County Police would be subsumed by the Sheriff's office.

I **FIND** that a consolidation of police services in Bergen County had been discussed for a great many years, even before Saudino's tenure as Sheriff. Saudino pointed out that as early as 1973, when he began his career as a Police Officer, studies had indicated that there was a redundancy in services and that a merger was prudent. Indeed, at the time of his testimony, there were only three County Police Forces still intact statewide. Saudino expressed it thusly, noting that "I didn't originate this idea, but I agreed with it. I agreed there [were] redundancies and it was time to do something about it." And when a County Police Force is abolished, Saudino explained, the officers' duties are typically transferred to the Sheriff. Constitutionally there must be a Sheriff, while there is no similar requirement for a County Police Force.

Saudino confirmed that the layoff was motivated by Judge Mizdol's impatience with the County's failure to implement a Court Security Plan; and because he could not afford to hire additional Sheriff's Officers and retain the affected County Police Officers due to the budgetary constraints that govern public entities. The edict that a Sheriff's Officer be in every courtroom was new; in the past they were not placed in civil courtrooms. Weston testified at length about the background and credentials of his officers and their ability to fulfill this role. Even Saudino conceded that there were not broad differences in background and training for these two different types of officers. But Saudino urged that he had been advised that he could not assign the County Police Officers to courtroom duty.

It appears that Saudino was well-advised. Indeed, the PBA separately brought a layoff unit composition challenge, arguing that the layoff unit should have encompassed the Sheriff's Officers. This challenge was unsuccessful. See: In the Matter of Alan Brundage, Docket No. A-3466-17T3 (App. Div. June 29, 2020), where the Appellate Court

upheld the Civil Service Commission's determination that these are very different jobs, noting as follows:

While the [Bergen County Police Department] BCPD officers were responsible for patrolling and protecting, the PBA fails to recognize the added training needed to secure premises, protect judges, jurors and the public, and to be at times in the presence of prisoners who have been accused or have already committed serious crimes. To effectively deal with these safety and risk factors, the New Jersey Supreme Court mandated that each courtroom with a judge or a hearing officer be equipped with an armed Sheriff's officer not an officer of the BCPD or other police departments.

[In the Matter of Brundage, at pages 23-24]

The Appellate Court determination that the County Police and Sheriff's Officer roles are not fungible is binding here, pursuant to the doctrine of Collateral Estoppel. Collateral estoppel is an equitable principle that bars relitigation "when an issue of fact or law is actually litigated and determined by a valid and final judgment." Winters v. N. Hudson Reg'l Fire and Rescue, 212 N.J. 67, 85 (2012) (citing Restatement (Second) of Judgments §27 (1982); First Union Nat'l Bank v. Penn Salem Marina, 190 N.J. 342, 352 (2007)). As our Supreme Court has stated:

[Collateral estoppel] serves the important policy goals of finality and repose; prevention of needless litigation; avoidance of duplication; reduction of unnecessary burdens of time and expenses; elimination of conflicts, confusion and uncertainty; and basic fairness . . . . If an issue between the parties was fairly litigated and determined, it should not be relitigated.

[Winters, 212 N.J. at 85.]

I thus **FIND** that simply reassigning the subject County Police Officers to courtroom duty was not a viable option for Saudino, and his failure to do so does not demonstrate that the layoff was undertaken in bad faith.<sup>6</sup>

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<sup>6</sup> Petitioners point out that Saudino could not have relied upon the Appellate Court decision that defined the layoff unit to exclude the Sheriff's Officers because it post-dated the layoff. But Saudino never so claimed, rather, he stated that he was advised by the Civil Service Commission, Judge Mizdol and counsel that this transfer was not feasible.

Many of petitioners' remaining arguments focus on Saudino's conduct, and the perception that he devised the layoff as retribution for perceived affronts by the PBA, and its members; grievances filed by the PBA; and grudges that predate Saudino's employment as Sheriff. For example, Baker shared that Saudino kept figures of a rat and rhino on display in his office. Saudino explained that the rat was intended to represent former County Police Chief Higgins; the rhino represented former County Executive Kathy Donovan, who Saudino noted was a "Republican in name only." As for why he felt Higgins was a "rat," apparently Saudino had made an obscene slur about Donovan and felt that Higgins had repeated it to her. This story was shared to emphasize that Saudino was a grudge bearer, who insulted and attempted to hurt his enemies.

But Saudino owned the "rat and rhino" incident, readily admitting that he kept the figurines in his office and chalking his conduct up to "police humor." So, it was generally with Saudino's testimony; the expression "what you see is what you get," comes to mind. Saudino was firm in his convictions; easily angered when he felt falsely accused; and he projected as someone who is quite a bit rough around the edges. He clearly was unhappy with how he perceived the PBA and its president had treated him.<sup>7</sup> Saudino also was unflappable; maintaining his composure and consistent in his testimony even though he testified in front of a hearing room packed with the petitioning officers. And for all these reasons he was utterly convincing. When he testified that he was a career Police Officer who would never intentionally hurt another officer and that the layoff was a last resort and motivated exclusively by business exigencies, I believed him. I **FIND** that Saudino's actions were not motivated by a desire to destroy the County Police or avenge past grudges.

Additional examples offered by Baker, Schaadt and Toro of threatening or nasty comments by Saudino follow, and are incorporated in the Initial Decision for completeness of the record:

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<sup>7</sup> For example, Saudino had attempted to set-up a private meeting with Weston about the layoffs and felt blindsided when Weston invited other Local Police Officers to attend and advocate for the County Police. After that, Saudino indicated that he no longer felt comfortable with Weston, did not trust him, and left matters in the hands of his lawyers.

Baker

Baker was responsible for providing protection to former County Executive Kathy Donovan. He had accompanied her to a catering hall, Seasons, when he was informed that the Local Police had been summoned because two Sheriff's Officers were taking pictures of his vehicle and protection detail. This was startling to Baker, as protection details attempt to stay under the radar. When he inquired, he was informed that "we're here to take pictures of the executive detail, and "use it against the County Police." Baker alerted his supervisors who sent back-up. At some point during the event Saudino approached Baker and stated "The war is on, John. I like you a lot but let everyone know that the war is on." This remark made Baker feel threatened; so much so that afterwards he "got [his] client out of...Seasons." Baker filed a formal report at the behest of the Chief of Police and took the remark as a direct threat against the County Police, the PBA and Kathy Donovan. The formal report was never produced, and on cross-examination, Baker was unable to pinpoint the time frame during which this incident took place.

Schaadt

Schaadt recounted that she participated in a Special Olympics event in Emerson, when Saudino was still the Police Chief there. Saudino approached her and advised her that if he ran for Sheriff, he would not dissolve the County Police. Schaadt found this remark confusing. She spoke with Saudino again at a PBA meeting during which Saudino, who was now Sheriff, assured the officers that while the merger would take place, no one would lose pay, lose employment, or otherwise have their careers derailed. Schaadt was concerned; she was on the list for promotion to Lieutenant and she hoped to remain there after the realignment. She asked Saudino if she needed to worry; Saudino reassured her that she did not. But apparently Schaadt was unconvinced because she chuckled. Saudino snapped back, "what is so funny," and seemed angry. Schaadt replied that she meant no disrespect, but in her mind, "he took offense to that and for the rest of my time with that gentleman, as my superior, he took offense to that day and held it against me." She contended that Saudino told other PBA members that she was the

most disrespectful officer in the agency.<sup>8</sup> And she contended that Saudino repeated that allegation when he testified in this proceeding, because, without stating her name, he stated that a disrespectful officer was in the hearing room.

Schaadt also recounted an exchange with Saudino that took place in 2017. Saudino told her he knew that she had voted “no” on a proposal to avoid the layoffs; this troubled Schaadt because the vote was purportedly anonymous. But she explained that she felt no choice because in her view the proposal would entail giving up valuable Civil Service rights. Saudino told her that he blamed Chris Weston for not explaining the proposal properly to her, and he called Weston a liar. Schaadt defended Weston, noting that he was thrown in the middle of this controversy when the prior PBA president stepped down. Schaadt urged that at one point she was not slated for demotion under the layoff, and that this changed. The implication was that this was due to her “no” vote.

And Saudino then mentioned that when he was Chief of Police in Emerson, there was an attempt to merge the County Police with Emerson and Westwood. Schaadt replied that this issue “was way above me.” She speculated that this comment evidenced an ongoing grudge by Saudino that led to his ultimate decision to destroy Local 49. Finally, she reiterated the “rat and rhino” conversation described by Baker; apparently, Saudino had discussed his figurines with her as well.

### Toro

After the 2015 merger agreement was executed, Toro was then a Sergeant and Saudino asked to meet with all the supervisors to get to know them and speak with them on a one-to-one basis. During that conversation, he indicated that he was not “the bad guy,” and that the County Police were paying for the sins of the Ex-County Executive, Kathy Donovan and former Police Chief, Higgins. Toro was then asked what Saudino meant by this comment; objections were repeatedly sustained, and I explained that Toro would not tell me what Saudino was thinking, only what he said.

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<sup>8</sup> This testimony was hearsay and cannot be the basis of a factual finding as it was unsupported by a residuum of competent evidence. See: N.J.A.C. 1:1-15.5.



Per Toro, the conversation then progressed to a discussion of the leadership in her agency, and whether she thought anyone was competent to rise to be Chief. Saudino implied that no one was competent to do so; Toro disagreed. Saudino reassured her that he was a "cop's cop" and that any promotional opportunities would still be available to her after the merger.

### Weston

In October 2016, Saudino told attendees at a fundraiser that he still had "some terrorists over at the Bureau of Police Services...but I am working on it." When Weston confronted him about these comments, sharing that they were offensive, Saudino indicated that it was just a joke. Saudino owned this comment too. He conceded that he made the comment at a fundraiser; he explained that he was trying to come up with a solution that would avoid the layoff and felt thwarted by Weston and his PBA membership. When Saudino learned that Weston was offended, he publicly apologized and urged that he meant no disrespect. At the hearing, Saudino acknowledged without prompting that the remark could have been particularly offensive to veterans, and he reconfirmed his respect for those who have served our country.

Weston shared that Sara Toro told him about her awkward conversations with Saudino. He indicated that she told him that Saudino told her the layoffs would not have happened "if your arrogant union only cooperated with me..."<sup>9</sup> Weston also shared other incidents recounted to him by others, for example that the Undersheriff, George Smith, told two County Police Captains "there is going to be a county patrol, but we don't want to pay you guys to do it."<sup>10</sup> And he too alluded to a grudge that dated back to Saudino's time in Emerson.

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<sup>9</sup> This testimony was hearsay which could have been corroborated by Toro in her testimony and was not. Accordingly, I can afford this testimony no weight.

<sup>10</sup> This testimony was also uncorroborated hearsay and cannot form the basis of a factual finding.

### **Saudino's Experiences in Emerson**

Saudino vehemently and credibly denied that his experiences in Emerson in any way motivated the layoff. When Saudino was promoted to Chief of Police in Emerson, talk began about a merger with Westwood. Saudino admitted he was not pleased at first; that he "liked the fact that [he] was the chief." He related that the Westwood Chief was an older gentleman who advised that if the merger took place, he would step aside. Saudino then embraced the idea, thinking it might be a vehicle to obtain enhanced medical benefits for his officers. But "behind his back", there were apparent conversations about having the County Police take over both police departments. A lawsuit ensued, and ultimately the matter was placed on the ballot for a public referendum. Saudino and his department received wide community support and the referendum failed.

According to Saudino, a "different cast of characters" was involved at that time, and he had no present animosity against the County Police. Saudino was disappointed with the then County Police Chief, but only because he felt owed more transparency. As for why the County wanted to subsume the Emerson force, Saudino felt that "the County always tried to do things to justify their existence, so that what happened here with them finally going into the Sheriff's Department wouldn't happen." He again stressed that the County Police services were redundant, and implied that they knew so themselves.

I **FIND** that a grudge that dated back to Saudino's service as a Police Chief in Emerson is not what motivated him to implement this layoff plan.

### **The Poison Pill**

In 2014, an amendment to the Collective Bargaining Agreement between the County and the Bergen County Police, PBA Local 49, was approved and provided as follows:

...All officers will receive a 1.5% increase (applied to salary guides) for each year of the agreement (January 1, 2014 - January 1, 2017).

Article VIII, Paragraphs 1-4, 6-7 and Exhibit B are no longer operative, unless the County Police are merged/consolidated into the Bergen County Sheriff's Office or disbanded, in which event, Paragraphs 1-4, 6-7 and Exhibit B become retroactively effective January 1, 2014.

[P29]

Under this clause, in the event of a merger or consolidation, a different, and more lucrative, salary guide would take effect. The parties referred to this contractual provision as the "poison pill."

In February 2016, after the execution of the Agreement, PBA 49 filed a grievance alleging that the contemplated merger had now occurred, and seeking the enhanced salary agreed upon in the amendment to its Collective Bargaining Agreement. That grievance was the subject of a Scope of Negotiations Petition decided by PERC on September 27, 2018.<sup>11</sup> The parties were directed to proceed to arbitration; the arbitrator upheld the grievance in a decision dated May 3, 2019. Weston urged that Saudino's motivation in laying off the officers was to retaliate for the "poison pill" grievance. I **FIND** that, per his testimony, Saudino did not think that the Agreement triggered the salary increase, and likewise thought that the salary increase was ill-advised and unfair to the taxpayers. But I **FIND** that Weston's feeling that the layoffs were in retribution for the grievance is unsupported by the record, and inconsistent with Saudino's credible explanation for why the layoffs took place.<sup>12</sup>

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<sup>11</sup> It was also the subject of Superior Court litigation that was resolved sometime in 2017, again with the direction that the matter proceed to arbitration.

<sup>12</sup> In a meeting with Saudino in December 2016, Saudino seemed upset that he heard about the grievance first from his attorney and not directly from the PBA. It is noteworthy that Weston indicated that the word "layoff" was already spreading "through the grapevine," which in part was his purpose for meeting. According to Weston, Saudino denied that there would be any layoffs at that time. Saudino agreed that his intent was to reassure the staff who were understandably concerned about their professional futures.

### Attempts to Avoid the Layoff

Petitioners urge that they were blindsided by the layoff; that it was conceived without appropriate discussion with them and their union leadership. But somewhat remarkably, they also argue that Saudino did discuss the layoff and offer a way to avoid it. In their view, he retaliated because the union rejected his proposal.<sup>13</sup>

During a pre-layoff discussion, Saudino proposed that Local 49 merge with Local 134, which represented the Sheriff's Officers. This would have entailed accepting a less attractive salary guide. But Saudino indicated that if petitioners accepted this arrangement, he could extend retiree health benefits to their membership. And Saudino's proposal included an increase in the Sheriff's Officers salaries. The Local 49 membership rejected this proposal. The proposal failed by one vote, and Saudino felt aggrieved that the Union did not permit an officer who was on active military duty to participate.

But when asked if he blamed Local 49 for the failure of this solution to the layoff, Saudino asserted that both Unions were to blame, pointing out that Local 134 also made the proposal unworkable by refusing to recognize the seniority rights of Local 49 members. And the Civil Service Commission derailed Saudino's proposal, as it declined to approve the proposed merger. Saudino readily acknowledged that he was frustrated and angered that his efforts to broker an arrangement that could have avoided the layoffs was rebuked. But I also **FIND** that this entire series of events readily demonstrates that there is no merit to the contention that Saudino failed to discuss layoff alternatives with Local 49. Weston and his membership did not like the shape of the discussion, or what was offered by Saudino. But a discussion took place. I moreover **FIND** that the failure of Saudino's plan to solve the layoff, was not the reason for the layoff. Or put another way, Saudino did not retaliate when he found himself unable to broker a workable settlement. The layoff decision prompted the settlement offer, and not the other way around, as petitioners allege.

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<sup>13</sup> Admittedly, I struggle to understand this argument. The employer advises that there is a need for a layoff, offers a way to avoid it, and then lays off the employees in retaliation for their refusal to accept management's proposal? The argument is circular.

Weston confirmed that the PBA had ideas of its own for avoiding the layoff, and that these were discussed with the Sheriff. In addition to the suggestion that the County Police Officers be assigned to courtroom duty, the PBA suggested that Sheriff's Officers be taken off Homeland Security Detail, and transferred to the courtroom, thus making room for the County Police Officers to perform these Homeland Security duties. I **FIND** that these suggestions were rejected. According to Weston, he was advised that it would be less expensive to lay off the subject officers, and that having his members perform courtroom duties was not legally feasible.

**The Failure to Actually Hire Additional Officers Specifically for Court Security**

Weston urged that the contention that the County Police Officers were laid off to allow for increased court security had no basis in fact. To demonstrate his point, Weston shared staffing charts that both pre-date and post-date the submission of the layoff plan to the Civil Service Commission. I **FIND** that these charts reflected that 51 staff members were assigned to court security in February 2017. And in April 2017, 51 staff members continued to be employed in court security, including security staff who are not sworn officers. After the layoff, there were still only 51. By 2018 there were only 46 staff members assigned to court security. And in 2019 only 43 officers were so assigned, a continued reduction. But Saudino explained that these charts may not give a clear picture, noting that assignments can change daily, and according to need. Clearly, Saudino would have a better understanding of Sheriff's Department staffing than Weston. At no time was I offered any evidence that Weston had the expertise or background necessary to determine or understand court security levels. And neither Weston nor Saudino were the author of the charts, and accordingly, I can afford the information contained in them little weight.

Saudino was also questioned why, during the planning leading up to the layoff, the number of additional court officers he claimed to need changed. As early as 2015, Saudino had corresponded with the County Executive, Judge Mizdol, and the County Freeholders about a need to increase the number of Sheriff's Officers so that he could meet the court security mandate. These letters expressed a need to retain nineteen

additional officers. Elsewhere, the documentary evidence reflects that seventeen officers are needed.<sup>14</sup> And the layoff plan itself referenced 35 needed new Sheriff's Officers. Saudino was unable to entirely clarify this discrepancy, except to reiterate that the need for court security is mandated; must be performed by a Sheriff's Officer; and due to new judicial appointments and other factors was a bit of a moving target.

Petitioners moreover pointed out that after the layoff Sheriff's Officers were hired, and not necessarily assigned to court security. To Weston's knowledge these people were assigned to other positions, such as patrol and K-9. Indeed, in some instances they were performing work previously done by the County Police, and Weston urged all the duties of the laid off officers are still being performed to this day, albeit by Sheriff's Officers. Saudino acquired many of these new officers via intergovernmental transfer, and he noted that this permitted him to diversify his force as these transfer opportunities attracted minorities and women to Bergen County. Saudino stressed, and I FIND, that this was beneficial to the County, but was not what motivated the layoff.

### CONCLUSIONS OF LAW

The Civil Service Act provides that "a permanent employee may be laid off for reasons of economy, efficiency or other related reasons." N.J.S.A. 11A:8-1; see also N.J.A.C. 4A:8-1.1(a). However, such action by an appointing authority is permitted only where it represents a "good faith" effort to achieve governmental economy or efficiency. Prosecutors Detectives and Investigators Ass'n of Essex Cty. v. Bd. of Freeholders, 130 N.J. Super. 30, 43 (App. Div. 1974).

An employee who is laid off may appeal the good faith of the layoff but must prove by a preponderance of the evidence that the layoff was for reasons other than economy, efficiency, or other related reasons. N.J.S.A. 11A:8-4 and N.J.A.C. 4A:8-2.6(c); see also Sparany v. Brick Twp. Sch. Dist., 92 N.J.A.R.2d (CSV) 396. The employee must overcome the presumption of validity attached to the appointing authority's action. Greco v. Smith, 40 N.J. Super. 182, 189 (App. Div. 1956); Schnipper v. N. Bergen Twp., 113

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<sup>14</sup> This was alleged in a Superior Court complaint.

N.J. Super. 11, 14-15 (App. Div. 1951). Even if the motive for the removal is tainted by improper considerations, the action will be upheld if the position is unnecessary and can be abolished without impairing departmental efficiency. Santucci v. Paterson, 113 N.J.L. 192 (Sup. Ct. 1934).

It is not enough that the layoff was apparently the result of mistakes of policy or judgment. Reimer v. Mayor and Council of Allendale, 123 N.J.L. 563, 567-68 (Sup. Ct. 1939). It is not enough that a reviewing agency may have had a different preference for achieving needed savings or that the employer could have chosen other alternatives to the layoff. Acchitelli v. Dep't of Env't'l Prot. and Energy, 93 N.J.A.R.2d (CSV) 716. In order to prevail, the former employee must demonstrate illegitimate reasons for the layoff such as spurious justifications, improper political considerations, or personal hostility toward the employee. In short, the appointing authority need not demonstrate good faith. Instead, the former employee must demonstrate bad faith on the part of the appointing authority. Greco, 40 at 189. Improper motive is unlikely to be present in a layoff action that affects more than one employee. Prosecutors Detectives and Investigators Ass'n of Essex Cty., 130 N.J. Super. at 43.

To the extent that the claims before the Civil Service Commission allege that anti-union sentiment improperly motivated this layoff, these claims are also analyzed under the test set forth in In re Bridgewater, 95 N.J. 235 (1984). See: Newark Housing Authority Layoff, OAL Consolidated Dkt. Nos., PRC 02872-11 and CSV 09080-10 (April 10, 2014) <<http://njlaw.rutgers.edu/collections/oal/>>. Per Bridgewater, the employee must first establish that protected activity was "a substantial motivating factor," underlying the controverted employment action. Bridgewater at 244. Once the employee makes that showing, the burden shifts to the employer to establish by a preponderance of the evidence that its action was taken for legitimate business reasons. As the Bridgewater court stated:

Mere presence of anti-union animus is not enough. The employee must establish that the anti-union animus was a motivating force or a substantial reason for the employer's action... Once that prima facie case is established, however, the burden shifts to the employer to demonstrate by a

preponderance of evidence that the same action would have taken place even in the absence of the protected activity. Id. This shifting of proof does not relieve the charging party of proving the elements of the violation but merely requires the employer to prove an affirmative defense.

[Bridgewater, 95 N.J. at 243, citing Mt. Healthy City School District v. Doyle, 429 U.S. 274 (1977); NLRB v Transportation Management, 462 U.S. 393 (1983).

I **CONCLUDE** that Petitioners have failed to meet their burden of demonstrating that this layoff was undertaken in bad faith. It is a heavy burden, and one that cannot be met by urging, as these petitioners have, that County Police could be deployed differently to avoid the layoff. It is not a burden that can be met by baldly asserting that Saudino bore grudges against the County Police and the PBA and speculating that these grudges motivated the layoff. It is not a burden that can be met by proofs that newly hired Sheriff's Officers, employees who were not a part of the layoff unit, were deployed differently than originally anticipated. The record confirms that this layoff was years in the making; it was bigger than Saudino and these petitioners both. And the record is likewise clear that the layoff was motivated by a genuine view of how to efficiently deliver police services in Bergen County.

I moreover **CONCLUDE** that petitioners have not met their burden under Bridgewater, and that retaliation for union activity was not a motivating force or substantial reason for the layoff and demotion of these officers. Petitioners' claims in this regard are squarely directed at Saudino. But the elimination of the County Police was an agenda that predated Saudino's tenure as Sheriff. And Saudino made every effort to effectuate that agenda without being forced to lay off the subject officers. The untoward comments attributed to him do not demonstrate that he was looking to destroy the union; only that he was frustrated that the union would not or could not work with him toward a compromise that would save jobs.

Nor did petitioners demonstrate that Saudino laid off County Police officers to retaliate for union activity, most specifically for filing the "poison pill" grievance. Abolishment of the County Police, or their subsumption into the Sheriff's office, was on



everyone's mind, the County and Local 49 alike, as early as 2014, well before the layoff. This is clearly why the "poison pill" provision was negotiated by the PBA; to discourage such a merger. And the beginnings of the layoff were embedded in the Agreement for realignment that was executed in 2015. That document made it clear that eliminating the redundancy in services created by maintaining a county police force was its long-term goal. By using the term "realignment" the Agreement reflected an attempt to evade the contract provision that would increase salaries upon a merger. To me, this validates Saudino's contention that saving police jobs was top of mind; hence the initial attempt to reduce force via attrition, and the attempt to avoid an additional financial burden that might make reduction of force by attrition unrealistic.

Once the PBA sought to invoke the "poison pill," Saudino authorized his attorneys to pursue the legal avenues available to restrain arbitration; this was his right, and not an indicator of anti-union animus. And it was surely possible that the additional moneys paid to the County Police under the controverted contractual provision would have added to the financial exigencies that forced the layoff. From this vantage point, there is a nexus between the grievance and the layoff. But neither the filing of the "poison pill" grievance, nor the ultimate arbitration award upholding the grievance, were what motivated the layoff. Indeed, the arbitrator's award upholding the grievance did not come until 2019, some two years after the layoff took place. I **CONCLUDE** that retaliation for union activity, specifically the filing of the "poison pill" grievance, was not the force that motivated this layoff.

In summary, I **CONCLUDE** that petitioners have failed to meet their burden under N.J.A.C. 4A:8-2.6(c) and have not demonstrated that this layoff was implemented in bad faith.

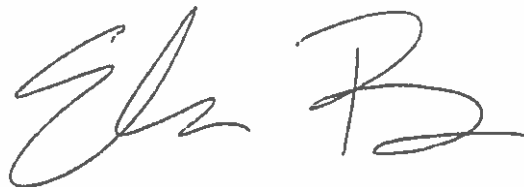
### **ORDER**

Based on the foregoing, together with the record as a whole, the petition is **DISMISSED**.

I hereby **FILE** my initial decision with the **CIVIL SERVICE COMMISSION** for consideration.

This recommended decision may be adopted, modified or rejected by the **CIVIL SERVICE COMMISSION**, which by law is authorized to make a final decision in this matter. If the Civil Service Commission does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **DIRECTOR, DIVISION OF APPEALS AND REGULATORY AFFAIRS, UNIT H, CIVIL SERVICE COMMISSION, 44 South Clinton Avenue, PO Box 312, Trenton, New Jersey 08625-0312**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.



June 3, 2021

\_\_\_\_\_  
DATE

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**ELLEN S. BASS, ALJ**

Date Received at Agency:

June 3, 2021

Date Mailed to Parties:

June 3, 2021

sej

**APPENDIX**

**Witnesses**

**For petitioners:**

John Baker  
Christopher Weston  
Michael Saudino  
Victoria Schaadt  
Sara Toro

**For respondent:**

None

**Exhibits**

**For petitioners:**

- P-1 Correspondence dated June 14, 2017
- P-2 Correspondence dated June 14, 2017
- P-3 Unfair Practice Charge
- P-4 Correspondence dated March 19, 2019
- P-5 Consolidation Order
- P-6 Job Specifications – County Police Officer
- P-7 Job Specifications – Sheriff's Officer
- P-8 Correspondence dated January 19, 2017
- P-9 Correspondence dated January 20, 2017
- P-10 Correspondence dated January 20, 2017
- P-11 Correspondence dated January 25, 2017
- P-12 Email dated February 2, 2017
- P-13 Correspondence dated February 7, 2017
- P-14 Memorandum dated February 14, 2017

- P-15 2016 Personnel Assignments Chart
- P-16 Chart
- P-17 2017 Personnel Assignments Chart
- P-18 Seniority List dated August 4, 2016
- P-19 Assignment by Bureau, revised September 19, 2016
- P-20 Seniority list, dated September 28, 2015
- P-21 Seniority list, dated October 14, 2015
- P-22 Chart
- P-23 Assignment by Bureau, December 23, 2015
- P-24 Chart
- P-25 Assignment by Bureau, December 18, 2014
- P-26 Ballistics Crime Scene Unit List
- P-27 Correspondence dated February 16, 2017
- P-28 Correspondence dated March 2, 2017
- P-29 Resolution
- P-30 Correspondence dated March 2, 2017
- P-31 Correspondence dated March 2, 2017
- P-32 Correspondence dated March 3, 2017
- P-33 Correspondence dated March 6, 2017
- P-34 Not admitted
- P-35 Resolution
- P-36 Correspondence dated April 17, 2017
- P-37 Certification
- P-38 Layoff notice
- P-39 Email dated April 28, 2017
- P-40 Correspondence dated March 31, 2017
- P-41 Correspondence dated March 23, 2017
- P-42 Correspondence dated March 23, 2017
- P-43 Correspondence dated May 2, 2017
- P-44 Correspondence dated May 9, 2017
- P-45 Second Amended Complaint
- P-46 Correspondence dated May 25, 2017

- P-47 Correspondence dated May 25, 2017
- P-48 Civil Service Commission meeting minutes
- P-49 Appellate Division Decision
- P-50 Email dated July 26, 2018
- P-51 Email dated February 29, 2016
- P-52 Correspondence dated January 5, 2018
- P-53 Omitted
- P-54 Correspondence dated May 2, 2016
- P-55 Newspaper article
- P-56 Complaint
- P-57 Correspondence dated October 7, 2016
- P-58 Appellate Division Decision
- P-59 Not admitted
- P-60 Not admitted
- P-61 Newspaper article
- P-62 Collective Bargaining Agreement
- P-63 Memorandum of Agreement
- P-64 Memorandum of Understanding
- P-65 Correspondence dated October 1, 2018
- P-66 Omitted
- P-67 Omitted
- P-68 Consolidation plan
- P-69 Memorandum of Agreement – draft
- P-70 Memorandum of Agreement
- P-71 Not admitted
- P-72 Police services document -2015
- P-73 Standard Operating Procedure
- P-74 Panel of Arbitrators
- P-75 Correspondence dated November 1, 2017
- P-76 Correspondence dated November 1, 2017
- P-78 Memorandum dated October 31, 2017
- P-79 Correspondence dated November 30, 2017

- P-80 Homeland security officer lineup
- P-81 PERC decision
- P-82 PERC decision
- P-83 Opinion and Award, PERC
- P-84 Text messages
- P-85 Schedule June 2017
- P-86 Schedule April 2018
- P-87 Schedule April 2019
- P-88 Omitted
- P-89 Memorandum dated April 6, 2017
- P-90 Complaint
- P-91 Certification
- P-92 Correspondence dated May 12, 2016
- P-93 Correspondence dated May 25, 2016
- P-94 Amended Complaint
- P-95 Order to Show Cause
- P-96 Supplemental Certification
- P-97 Transcript dated June 2, 2016
- P-98 Transcript dated July 29, 2016
- P-99 Correspondence dated August 19, 2016
- P-100 Motion for Stay
- P-101 Motion for Reconsideration
- P-102 Order Granting Motion
- P-103 Order Denying Reconsideration
- P-104 Order Granting Stay
- P-105 Draft Budget Cap Calculation 2018
- P-106 2019 Cap Calculation
- P-107 2017 Cap Calculation
- P-108 CAP Worksheets
- P-109 2018 Cap Calculation

For respondent:

- R-1 Request for Approval of Layoff Plan
- R-2 Amended Layoff Plan
- R-3 Correspondence approving Layoff Plan
- R-4 Correspondence from Judge Mizdol
- R-5 Memorandum from Judge Grant
- R-6 Memorandum from Judge Grant
- R-7 Correspondence dated June 30, 2015
- R-8 Correspondence dated July 1, 2015
- R-9 Correspondence dated June 30, 2015
- R-10 Realignment Agreement date January 1, 2015
- R-11 Correspondence dated September 14, 2017
- R-12 Final Administrative Action, issued June 7, 2017
- R-13 Final Administrative Action, issued March 29, 2018
- R-14 Memorandum dated February 17, 2017

For the court:

- C-1 Stipulations of Dismissal
- C-2 Correspondence to PERC
- C-3 Letter from PERC
- C-4 Letter from Counsel for Petitioners