

In the Matter of Arbitration Between:

COUNTY OF ATLANTIC

"County,"

- and -

PBA LOCAL #77, PROSECUTOR'S SOA

"Union."

Docket No. IA-2001-47

**INTEREST
ARBITRATION
AWARD**

**Before
James W. Mastriani
Arbitrator**

Appearances:

For the County:

Kenneth Shumsky, Esq.
Assistant County Counsel/Labor Counsel
County of Atlantic

For the Union:

Stanley B. Waldman
Labor Consultant
Schaffer, Plotkin & Waldman

I was appointed on February 5, 2001 by the New Jersey Public Employment Relations Commission as interest arbitrator in an impasse between the county of Atlantic [the "County"] and Atlantic County PBA Local 77, Prosecutor's Superior Officers Association [the "PBA"]. The parties are currently serving under terms of a collective negotiations agreement [the "Agreement"] which expired on December 31, 1998. The negotiations unit consists of employees employed by the Prosecutor's office in the title of Lieutenant, Captain and Deputy Chief. I conducted a pre-interest arbitration mediation session on February 28, 2001 in Galloway Township, New Jersey. Because mediation was unsuccessful in resolving the issues in this dispute, I scheduled and conducted an interest arbitration hearing on March 29, 2001. Evidence and argument were presented at the hearing by the County and the PBA. The hearing was closed upon receipt of post-hearing briefs on April 24, 2001.

The Office of the Prosecutor in Atlantic County is located in Hammonton, New Jersey. Additional offices are located in Atlantic City, Northfield and Mays Landing. At time of hearing, the table of organization for the office consisted of 165, although not all positions were filled. The staff includes the Prosecutor, First Assistant Prosecutor, Chief of County Investigators, 6 Chief Assistant Prosecutors, 29 Assistant Prosecutors, 3 Captains, 10 Lieutenants, 17 Sergeants, 44 Investigators and 12 Agents. The balance of the staff consists of clerical and support personnel.

Atlantic County consists of a total geographic area of 566 square miles. There are 235,447 permanent residents in the County. This number swells substantially due to seasonal tourists and the many millions of visitors who frequent the 12 casino/hotels which operate in Atlantic City. There are 23 municipalities with 18 separate municipal police departments which fall under the jurisdiction of the Atlantic County Prosecutor.

As required by statute, the County and the PBA submitted their last offers to the arbitrator in advance of the arbitration hearing. They were received on March 15, 2001 although each was modified at hearing. I set forth the parties last offers as follows.

LAST OFFERS OF THE PARTIES

Last Offer of the County

1. **Article 9, Salary**

- a. During the hearing, the County modified its salary proposal to increase to base of:

1999 - 2.0%
2000 - 2.3%
2001 - 3.4%
2002 - 3.4%

Last Offer of the PBA

1. Article 7, Clothing

- a. The PBA proposes an increase in the clothing allowance from \$800.00 in 1998 to \$900.00 in 1999, 2000, 2001 and 2002.

2. Article 9, Salary

- a. Under the PBA proposal, salaries would be increased as follows:

January 1, 1999 - 1998 base salaries for Lts. by 3.64%
- 1998 base salaries for Cpts. by 3.64%

January 1, 2000 - 1999 base salaries for Lts. by 3.4%
- 1999 base salaries for Cpts. by 3.4%

January 1, 2001 - 2000 base salaries for Lts. by 3.4%
- 2000 base salaries for Cpts. by 3.4%

January 1, 2002 - 2001 base salaries for Lts. by 3.4%
- 2001 base salaries for Cpts. by 3.4%

3. Article 11, Vacations

- a. During the hearing, the PBA modified its proposal for additional vacation days to a request for the same vacation formula as in the Agreement for the Prosecutor's Office rank and file:

"Up to one (1) year of service with Atlantic County Prosecutor's Office - one (1) working day vacation for each month of service.

After one (1) year and up to five (5) years of service with the Atlantic County Prosecutor's Office - fifteen (15) working days vacation.

After five (5) years of service - twenty (20) working days of vacation.

Commencing in 1994, after twenty (20) years of service - twenty-five (25) working days of vacation."

4. Article 17, Longevity

- a. After completion of the fourteenth (14th) year of credited service, longevity shall be increased by one hundred (\$100.00) dollars per year for each year of additional service.

During the hearing, the parties stipulated to the resolution of two specific proposals. I accept these stipulations pursuant to N.J.S.A. 34:13A-16g(4) and incorporate them into the award of the arbitrator. The parties have agreed to the removal of the title Deputy Chief from Article 1.1 of the Recognition clause of the Agreement. The parties have also agreed to modify Article 12, Sections 12.1 through 12.4, to reflect changes in A, B, C & D in the 1999-2002 Agreement between the Atlantic County Prosecutor's Office and the County of Atlantic.

The parties did not agree upon an alternative terminal procedure and accordingly, pursuant to statute, the arbitration was conducted under the procedure of conventional arbitration. That procedure authorizes the arbitrator to fashion an award without being required to adopt the final offers of the parties. I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8) which I find relevant to the resolution of these negotiations. These factors, commonly called the statutory criteria, are as follows:

- (1) The interests and welfare of the public. Among the items the arbitrator or panel of arbitrators 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, each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.

(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 or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by the P.L. 1976 c. 68 (C.40A:4-45 et seq).

(6) The financial impact on the governing unit, its residents 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 on 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 its 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.

Against this general backdrop, the parties have offered the following arguments in support of their respective positions. I summarize them as follows:

THE POSITION OF THE PBA

The PBA contends that its salary proposal is reasonable and supported by many factors. The PBA cites the voluminous financial and budget data in evidence to support its assertions that an adoption of its last offer is well within the County's statutory budget limitations and will have no adverse financial impact on the governing body, or the County's residents and taxpayers. It

calculates the cost difference between its last offer and the County's last offer as approximating \$30,000 over the four-year contract period.

The PBA contends that its proposal of 3.64%, 3.4%, 3.4% and 3.4% per year is reasonable in comparison to the increase in maximum salaries for Lieutenants and Captains in 13 Atlantic County municipalities. It points to these contracts in evidence which reflect increases of 3.8% in 2000, 3.5% in 2001 and 3.9% in 2002. These municipalities include Absecon, Egg Harbor City, Egg Harbor Township, Galloway, Hamilton, Linwood, Longport, Margate, Mullica, Northfield, Pleasantville, Somers Point and Ventnor.

The PBA also points to the increases received by the rank and file employees in the Prosecutors Office and for the rank of Sergeant of 3.4% annually over the same contract period as providing a reasonable basis for the support of its proposal which parallels these terms. In its view, there has been longstanding and consistent treatment of superior officers with those whom they supervise which should not be disturbed.

The PBA contends that its proposal is reasonable when compared with Captains and Lieutenants employed in prosecutors' offices in nine other southern counties. These counties include Camden, Mercer, Monmouth, Ocean, Burlington, Gloucester, Cape May, Salem and Cumberland. The PBA submits the following charts for the salaries of Lieutenants and Captains which reflect its

proposed increases of 3.64% and 3.4% for these years in comparison with the salaries of Lieutenants and Captains in the aforementioned counties. The PBA contends that the County's salary proposal would drop the relative ranking of unit employees without legitimate justification.

LIEUTENANTS

County	1999 Salary	County	2000 Salary
Camden	\$85,802	Monmouth	\$92,500
Monmouth	\$80,000	Camden	\$89,234
Mercer	\$79,861	Mercer	\$83,943
Salem	\$74,868	Salem	\$76,899
Ocean	\$72,950	Ocean	\$75,869
Atlantic	\$70,080	Gloucester	\$72,784
Gloucester	\$69,985	Atlantic	\$72,463
Cape May	\$62,000	Cape May	\$65,690
Cumberland	\$54,868	Cumberland	\$56,783
Burlington	N/A	Burlington	N/A

CAPTAINS

County	1999 Salary	County	2000 Salary
Camden	\$90,061	Monmouth	\$97,500
Mercer	\$87,824	Camden	\$94,225
Monmouth	\$85,000	Mercer	\$92,074
Ocean	\$81,537	Ocean	\$85,435
Burlington	\$79,415	Burlington	\$82,521
Atlantic	\$78,094	Atlantic	\$80,749
Gloucester	\$68,188	Gloucester	\$70,916
Cape May	\$65,800	Cape May	\$69,870
Salem	\$64,856	Cumberland	\$61,104
Cumberland	\$59,189	Salem	N/A

The PBA seeks further support for its salary proposals in the evidence which reflects that its proposals are at or below the average salary terms

provided for by interest arbitration awards and/or voluntary settlements in law enforcement agencies throughout the State of New Jersey.

The PBA also contends that its proposals for increases in longevity and clothing allowance are reasonable and well within the financial ability of the County to fund. The PBA calculates its proposal for an additional \$100 increase in clothing allowance over four years at \$4,800. This calculation reflects an increase of .00567% when calculated off of a base unit salary cost of \$834,624. With respect to longevity, the PBA argues that this benefit has not been increased since 1995 and that an increase of \$100 after fourteen years of service is reasonable.

The PBA also seeks a modification of the vacation provision. It modified its position at hearing to mirror the vacation formula which currently exists between the Prosecutor's office and the County.

POSITION OF THE COUNTY

The County contends that its modified salary proposal of 2.0%, 2.3%, 3.4% and 3.4% is reasonable and should be awarded. The County cites two main factors in support of its proposal. The County cites cost of living data published by the Bureau of Labor Statistics published by the U.S. Department of Labor. This data reflects an increased cost of living for the Philadelphia-

Wilmington-Atlantic City area at 1.6% and 2.3% in years 1999 and 2000 respectively. The County contends that the PBA's proposal for these years are "markedly out of line with the realities of inflation." The County further contends that the PBA's proposals are well beyond the 1.6% and 2.3% increases provided for most of its upper level management personnel which more accurately reflect the cost of living figures.

The County also contends that smaller increases are warranted for superior officers in the Prosecutor's Office because the Lieutenants (\$67,619) and Captains (\$75,351) already earn greater compensation than similar positions within the Sheriff's Department and the County Corrections Department. The County asserts that these salary differentials are even greater when compared with salaries in non-law enforcement offices throughout the County. The County submits into evidence various charts and graphs in support of these contentions. The County also argues that while the cost differential between its last offer and that of the PBA is not substantial, an award greater than it has proposed has the potential to cause significant increases in other salary levels of its management personnel at substantial potential costs to the County.

DISCUSSION

I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8) which I find relevant to the resolution of these negotiations.

Several factors require consideration of the County's finances. These include the lawful authority of the employer [N.J.S.A. 34:13A-16g(5)], the financial impact of the terms of an award on the County, its residents and taxpayers [N.J.S.A. 34:13A-16g(6)], and also, the interests and welfare of the public [N.J.S.A. 34:13A-16g(1)].

The cost of the PBA's proposal represents a four year total increase to the County of \$121,644 and is broken down as follows. The PBA proposes a 3.64% increase in base salary at a cost of \$30,380 on January 1, 1999, the PBA proposes an additional 3.4% on January 1, 2000 at a cost of \$29,411. The PBA proposes an additional 3.4% on January 1, 2001 at a cost of \$30,409 and an additional 3.4% on January 1, 2002 at a cost of \$31,444. The County proposes a 2.0% increase in base salary at a cost of \$16,692 on January 1, 1999. The County proposes an additional 2.3% increase in base salary at a cost of \$19,580 on January 1, 2000. Thereafter, the County proposes the same 3.4% increases as the PBA effective January 1, 2001 and January 1, 2002. Although the 3.4% proposed increases are the same as proposed by the PBA for the last two years,

the costs of these increases are slightly less than the cost of the PBA proposals due to the lower base from which the County's proposals are calculated on due to the smaller increases it has proposed for the first two years. This causes the cost of the County's proposal in 2001 to be \$29,610 and \$30,617 for 2002. These increases in new money costs are \$799 less than the PBA in 2001 and \$827 less than the PBA in 2002. Thus, the difference in new economic costs annually of the parties proposals is \$13,688 for 1999, \$9,831 for 2000, \$799 for 2001 and \$827 for 2002. The cost differences over the four years, based on the new economic costs for each year of the parties' salary proposals, represents \$25,145.

I have reviewed all of the relevant financial documents in evidence including a Report of Audit for December 31, 1999, the Preliminary Official Statement dated September 7, 2000, the unaudited Annual Financial Statements (AFS) for the years 1998, 1999, 2000, the Atlantic County Budget Message for 2001 and the Atlantic County budget which was introduced for 2001. There is nothing in the record which would reflect that an adoption of either party's proposal which represents a difference of \$25,145 over four years would require the County to exceed its lawful authority under N.J.S.A. 40A:4-45.1 et. seq. This, of course, does not exhaust the required inquiry into the financial impact of the award and merely reflects that the terms of this award will not compel the County to exceed its lawful authority.

The record clearly reflects that the County has managed its finances in an effective and prudent manner. The County has consistently maintained a significant fund balance which has risen from \$12,421,599 in 1995 to \$15,690,244 in year 2000. During this period of time, the County has used approximately fifty percent of the surplus balance as revenue for the ensuing budget year. In 1995, this figure was \$6,800,000 and in year 2000 this figure was \$7,800,000. This data reflects that the County has consistently maintained a strong financial position for each successive budget year. In accomplishing this, the County portion of the tax rate has decreased from 0.546 in 1995 to 0.436 in 2000. The County has proposed that the County tax rate remain at 0.436 for 2001. The County's assessed values have risen from \$16.1 billion in 1995 to \$18.6 billion in 2000. As of October 1, 2000 its equalized valuation of real property is \$18,389,713,237. The County is in a sound position with respect to debt service as of December 31, 1999. Its actual net debt was \$52,714,742 which was well below its debt limitation of \$367,794,264.

When the County's financial posture is considered, it is apparent that the financial impact of an award within the parties' last offers (\$25,145 or less) will have little, if any, impact on the governing body, its residents or taxpayers nor conflict with the interest and welfare of the public.

The stipulations of the parties have been incorporated herein by N.J.S.A. 34:13A-16g(4). These include the agreement of the parties to remove the

Deputy Chief classification from the existing recognition clause of the Agreement and to conform Article 12, Insurance and Workers Compensation, to reflect changes in A, B, C and D, in the 1999 - 2002 Agreement between the Atlantic County Prosecutor's Office and the County of Atlantic.

Much of the arguments of the County are directed towards comparison of salaries between the Lieutenants and Captains in the Prosecutor's office and other public employees employed by Atlantic County within the County's various law enforcement units and the County's upper level management employees outside of law enforcement, most of whom are non-represented.

The County emphasizes that the Prosecutor's Lieutenants and Captains rank highly when compared with similar positions in the Sheriff's and Corrections departments and that the salary differentials are even more pronounced when compared with non-uniformed employees at the higher supervisory management levels. By way of example, the County submits the following chart.

Salary Range (Dollars)	All County, except Prosecutor Employees		All Prosecutor Employees	
	2001 Count	% of Total	2001 Count	% of Total
10,000 to 2,000	58	4.14%	0	0.00%
20,000 to 30,000	526	37.54%	5	3.88%
30,000 to 40,000	422	30.12%	16	12.40%
40,000 to 50,000	262	18.70%	21	16.28%
50,000 to 60,000	80	5.71%	23	17.83%
60,000 to 70,000	34	2.43%	36	27.91%
70,000 to 80,000	12	0.86%	16	12.40%
80,000 to 90,000	3	0.21%	5	3.88%
90,000 and Greater	4	0.29%	7	5.43%
Total Employee Count	1401	100.00%	129	100.00%

In addition, the County submits memoranda from 1999 and 2000 which concern management performance evaluations. This data reflects a County policy to provide 1.6% increases in 1999 and 2.3% increases in 2000 for management employees subject to these performance evaluations. Supporting data was submitted reflecting the number of employees involved and the percentage of employees who received varying salary increases. The data reflects that the majority of employees received the increases of 1.6% and 2.3%, although some received more and some received less, depending upon a determination as to whether "an employee's salary is exceeding responsibilities" and whether some employees should receive more than the prescribed percentages due to their performance level, the existence of equity reasons or the need to make market adjustments. In 1999, the data establishes that 316 or 86.6% of employees received 1.6% and 25 or 6.8% of them received 2.7 to 3%. In 2000, the data establishes that 146 or 43.9% of employees received 2.3% and 136 or 40.9% received 2.7% to 3%. An additional 15 or 4.5% of the employees received equity adjustments and 28 or 8.4% received market adjustments.

The PBA responds that the County has failed to establish that an adoption of its proposals would allocate a disproportionate amount of funds to the Prosecutor's Lieutenants and Captains or that the longstanding salary differential between the rank and file and the superior officers in the Prosecutor's Office should be disturbed. The PBA cites the evidence that the salary increases

already negotiated among the County's law enforcement employees simply do not justify less of a salary increase for the Lieutenants and Captains in the Prosecutor's Office. The PBA submits data reflecting increases given to Sheriff's Officers, Sheriff's Officers Sergeant, Lieutenants and Captains and Chief Sheriff's Officer in 1999 and salary increases given to employees in the Prosecutor's Office since 1996. This data reflects the following:

	1996	1997	1998	1999	2000	2001	2002
Sheriff's Officers				5.4%	4.6%	2.7%	
Sergeant				6.7%	4.6%	2.7%	
Sheriff's Officers SOA							
Lieutenant				2.9%	2.9%	2.9%	
Captain				2.9%	2.9%	2.9%	
Chief Sheriff's Officer				2.9%	2.9%	2.9%	
Prosecutor's Officers	3%	3%	3%	3.4%	3.4%	3.4%	3.4%
Sergeant	3.7%	3%	3%	3.4%	3.4%	3.4%	3.4%
Prosecutor's Officers SOA							
Lieutenant	3%	3%	3%				
Captain	3%	3%	3%				
Deputy Chief	3%	3%	3%				

When the entire record of this proceeding is reviewed and considered, I conclude that an award reflecting the following terms represents a reasonable determination of the issues. The dollar sum of the differences between the parties is not substantial. Each proposes the identical increase for contract years 2001 and 2002 of 3.4%. At issue is contract years 1999 and 2000 wherein the PBA seeks increases of 3.64% and 3.4% and the County proposes increases of 2.0% and 2.3%. I am persuaded that an award which does not select either of the last proposals of the parties, but one which has terms closer to the proposal

of the PBA, represents a reasonable determination of the salary issue. In specific terms, I award salary increases of 3.34%, 3.4%, 3.4% and 3.4% for contract years 1999, 2000, 2001 and 2002. These increases reflect an average increase of 3.385%.

The evidence with respect to salary increases for other County law enforcement employees, as here, reflects increases slightly above cost of living and above that provided for non-represented non-law enforcement management employees. While I have given some weight to the County's contention that the existing level of salaries for Lieutenants and Captains in the Prosecutor's Office are such that neither the PBA's last offer, nor one which precisely patterns the increases in the Prosecutor's Office (rank and file or Sergeant) should be awarded, I cannot conclude that the salary increases for the affected employees should substantially deviate from those increases in light of internal comparisons within the Office of the Prosecutor which are consistent and longstanding.

The record reflects that the salary levels of the Lieutenants and Captains are high among the superior officers in the County but that gap has existed over many years and contracts. The Office of the Prosecutor embraces functions and duties which are varying, substantial in nature and unique due to the broad statutory and constitutional power of the Prosecutor. They include investigative units involving arson, crimes against children, fatal collisions, forensics, fraud, major crime, intelligence/organized crime, narcotics, official corruption and violent

crimes. It is a productive office operating in a County with the highest crime rate among the ten southern counties of 68.1% per 1000 inhabitants. Prior to 1999, the Lieutenants and Captains have received identical increases with employees whom they supervise. The rank and file and Sergeants have received increases of 3.4% over the 1999-2002 contract period slightly above the average of 3.385% which I have awarded. This evidence is entitled to substantial weight as well as the evidence which reflects the relative increases received by employees of this rank in other Offices of the Prosecutor in the ten southern counties. That data reflects increases somewhat above those which have been provided for herein. The data with respect to superior officers in municipalities within Atlantic County are also above the increases provided for herein. The terms of this award averaging 3.385% preserves the relative ranking of these employees among similar employees within the ten counties as well as the employees whom the Lieutenants and Captains supervise and can be implemented within the County's lawful authority and without adverse financial impact. In light of this data, and in consideration of the fact that increases for the County's law enforcement employees are somewhat higher than most unrepresented high level management employees, the County's argument that an award higher than its last offer would spiral beyond these eleven or twelve employees is not persuasive.

I have considered additional factors but do not conclude that they are entitled to substantial weight. Nothing in this award, nor in the last offers of the

parties, would significantly impact on the continuity and stability of employment of employees in the Office of the Prosecutor. The data with respect to private sector wage increases is relevant but not controlling. Private sector increases on a statewide basis reflect increases above those awarded, although increases within the County of Atlantic are below those awarded; this result is identical to the salary increases provided for other employees in the Office of the Prosecutor, for other law enforcement employees employed by the County, for law enforcement employees employed by the municipalities within the County, as well as unrepresented non-law enforcement higher level managerial employees.

I now turn to the remaining issues which include the PBA's proposals for modifications to longevity, vacation and clothing allowance.

Although the existing longevity benefit has not been increased since 1995, no credible evidence has been presented which warrants an increase in the existing benefit. This proposal is denied.

The PBA has proposed a vacation formula which mirrors that as provided in the Agreement between the Prosecutor's Office and the County. The existing schedule provides:

Up to 1 year	1 day per month
After 1 year and up to 5 years	15 days annually
After 5 years and up to 12 years	18 days annually
After 12 years up to 20 years	21 days annually
After 20 years	25 days annually

The PBA's proposal would provide the following:

Up to 1 year	1 day per month
After 1 year and up to 5 years	15 days annually
After 5 years	20 days annually
After 20 years	25 days annually

Although the County has not agreed to this proposal, there is no evidence which I can credit which compel the denial of this proposal which would place these employees in conformity with the existing vacation benefit provided within the Office. The proposal would grant an additional two days for employees after five years and up to twelve years but provide for one less day for employees after twelve years of service until they reach after twenty years of service. This proposal is awarded.

The PBA has proposed an additional \$100 in its clothing allowance over the four year period commencing January 1, 1999. The record does reflect adjustments in clothing allowance in virtually all law enforcement departments within the County during this four year period. The prior agreement increased clothing allowance by \$100 over a three year period. The cost of this proposal is .005%. I award an adjustment of \$100 annually in the clothing allowance but I do not award an increase in this benefit retroactively as proposed by the PBA. This adjustment shall commence January 1, 2002.

Accordingly, I respectfully enter the terms of this interest arbitration award.

AWARD

There shall be a four year agreement effective January 1, 1999 through December 31, 2002. All proposals by the County and the PBA not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those modified by the terms of this Award.

Incorporation of Stipulations

The parties have agreed to the removal of the title Deputy Chief from Article 1.1 of the Recognition clause of the Agreement. The parties have also agreed to modify Article 12, Sections 12.1 through 12.4, to reflect changes in A, B, C & D in the 1999-2002 Agreement between the Atlantic County Prosecutor's Office and the County of Atlantic.

Salaries

I award salary increases of 3.34%, 3.4%, 3.4% and 3.4% annually to base salaries effective, and retroactive, to each January 1 for contract years 1999, 2000, 2001 and 2002.

Vacation

Effective January 1, 2002, Article 11 - Vacation shall be modified to reflect the following vacation schedule:

Up to 1 year	1 day per month
After 1 year and up to 5 years	15 days annually
After 5 years	20 days annually
After 20 years	25 days annually

Clothing Allowance

Effective January 1, 2002, Article 7 - Clothing Allowance shall be increased to \$900 annually.

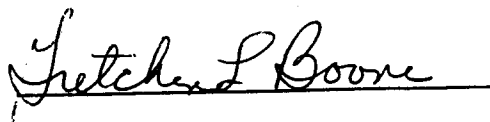
Dated: June 30, 2001
Sea Girt, New Jersey



James W. Mastriani

State of New Jersey }
County of Monmouth }ss:

On this 30th day of June, 2001, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



GRETCHEN L. BOONE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/13/2003