

State of New Jersey
Public Employment Relations Commission

_____ :
In the Matter of the Compulsory :
Interest Arbitration :
-between- : Opinion and Award
Union County Prosecutor :
-and- :
Union County Prosecutor Investigators & :
Detectives, PBA Local No. 250/ :
Prosecutor's Superior Officers Association :
Docket Nos. IA-99-6, IA-99-7 :
_____ :

BEFORE: CARL KURTZMAN, ARBITRATOR

APPEARANCES: For Union County Prosecutor Investigators & Detectives

For Prosecutor's Superior Officers Association

Loccke & Correia

By: Richard D. Loccke, Esq.

For Union County Prosecutor

DeMaria, Ellis & Bauch, L.L.C.

By: Kathryn V. Hatfield, Esq.

Pursuant to a petition to initiate Compulsory Interest Arbitration, filed by the Union County Prosecutor Investigators & Detectives, PBA Local No. 250 (PBA or Investigative Unit) and the Union County Prosecutor's Superior Officers Association (Superiors) on July 12, 1998, the undersigned was appointed by the

Public Employment Relations Commission, (PERC), on August 27, 1998 for the Investigative Unit and, on April 23, 1999, in the Superiors Unit, pursuant to P.L. 1995, c. 425, to hear and decide the contract issues in dispute. The Public Employment Relations Commission approved the parties' request that the Investigative Unit and Superiors Unit matters be consolidated. After three unsuccessful mediation sessions, held on Nov. 4, 1998, Jan. 21, 1999 and March 8, 1999, the undersigned scheduled a formal hearing for April 26, 1999. At the April 26, 1999 hearing, the parties submitted their final positions and supporting evidence and documentation. After the grant of an extension, summary briefs were filed by both parties and received by the undersigned by June 7, 1999. The parties executed an approval of an extension of time, to July 15, 1999, for the issuance of an award by the arbitrator (copy enclosed).

The Public Employment Relations Commission has advised that these arbitration proceedings shall be conducted in accordance with the provisions of P.L. 1995, c. 425. Accordingly, since the parties in this proceeding have not agreed to a terminal procedure for resolving the contract issues in dispute, the award issued in this matter will be based on the conventional arbitration mode.

FINAL OFFERS

Union County Prosecutor

Economic:

- 1. Duration: Jan. 1, 1998 - Dec. 31, 2000**
- 2. The Prosecutor proposes a salary adjustment, clarification of First Class pay status, an increase in clothing allowance, modifications of contractual provisions concerning overtime and modifications of Sections 1 and 4 of the contractual health insurance provisions.**

Non-Economic:

1. The Prosecutor proposes a change in the existing grievance procedure.
2. The Prosecutor proposes a modification in the payroll distribution procedure.

The specific terms of the Prosecutor's Final Offer have been marked as Exhibit 1 and have been attached to this award and made a part hereof.

PBA Local No. 250

1. Duration: January 1, 1998 through December 31, 2000
3. PBA proposes a wage increase, an increase in clothing allowance, a modification in the restriction on access to personal day use, an increase in the maximum for sick leave utilization at retirement and several modifications relating to schedule stability.

The specific terms of the PBA Final Offer have been marked as Exhibit 2 and have been attached to this award and made a part hereof. The references to certain paragraphs in the initial proposal (P-1) are included as part of Exhibit 2.

STATUTORY CRITERIA

The eight statutory criteria set forth in N.J.S.A. 34-13A-16G which will guide the disposition of this matter are as follows:

1. The interests and welfare of the public; considering, inter alia, the limitations imposed upon the employer by the CAP Law, N.J.S.A. 40A:4-45.1 et seq.
2. Comparison of the wages, salaries, compensation, hours, and conditions of employment of the employees involved in the arbitration

proceedings with the wages, salaries, compensation, 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;**
- b. In public employment in general;**
- c. In public employment in the same or similar comparable jurisdictions, as determined in accordance with N.J.S.A. 34:13A-16.2.**

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; considering, inter alia, the limitations imposed upon the employer by the CAP Law, N.J.S.A. 40A:4-45.1 et seq.

6. The financial impact on the governing unit, its residents and taxpayers. The arbitrator shall take into account, to the extent that evidence is introduced, how the award will affect the municipal or county purposes element of the local property tax; a comparison of the percentage of the municipal purposes element or in the case of a County, the County purposes element required to fund the employees' contract in the preceding local budget year with that required under the award for the current local budget year; the impact of the award for each income sector of the property taxpayers of the local unit; the impact of the award on the ability of the governing body to (a) maintain existing local programs and

services, (b) expand existing local programs and services for which public moneys have been designated by the governing body in a proposed local budget, or (c) initiate any new programs and services for which public moneys have been designated by the governing body in its proposed 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.

The parties have stipulated that criteria 5 and 6 are not relevant to the disposition of this dispute.

Positions of the Parties

Union County Prosecutor

Based on its analysis of the relevant statutory criteria, the Prosecutor believes that the economic package contained in his Final Offer is more reasonable than the PBA Final Offer and, therefore, should be adopted by the arbitrator.

The Prosecutor notes that the arbitrator's award must identify the relevant factors, analyze the evidence pertaining to those factors and explain why other factors are irrelevant.

To meet the statutory requirement that the parties' competing offers be compared to salaries, settlements and other arbitration awards, the Prosecutor

believes that the counties offered by the Prosecutor as comparable should be utilized for comparative purposes rather than the compilation of individual municipalities or state organizations submitted by the PBA. In addition to comparable counties, the Prosecutor seeks careful consideration of the salary increases provided to the Assistant Prosecutors Association, the increases negotiated with Union Council #8 and the wage package accepted by the Union County Sheriff's Officers and Sheriff's Superior Officers. The Prosecutor notes that the Assistant Prosecutors and the Sheriff's Officers received an annual 3.5% increase, the same percentage increase being offered to the PBA/SOA. The Prosecutor points out that the settlement with Union Council No. 8 provides those unit employees with significantly less than the increase being offered to the PBA/SOA. The Prosecutor argues that application of its offer to PBA/SOA will avoid employee relations problems in the Prosecutor's Office, will be consistent with the increases in the other County law enforcement units while, at the same time, maintaining this unit's status as the highest paid law enforcement unit in the County.

The Prosecutor analyzes the statutory criteria as they apply to this matter and claims that the analysis proves that the Prosecutor's proposals present a more reasonable approach than that of the PBA.

The Prosecutor references the PERC guidelines for determining the comparability of jurisdictions and indicates that the more urbanized counties in the state share similar demographic traits and business areas with Union County and have a Prosecutor's Office which performs the same functions as the Union County Prosecutor's Office. The Prosecutor recommends Bergen, Essex, Middlesex, Hudson, Passaic and Mercer Counties as a suitable

comparable base because of their similarity to Union County. The Prosecutor notes that Union County has the second highest per capita income among the seven comparable counties and the third lowest tax rate. In addition, Union County's average cost of a single family home is in the middle of comparable counties and its crime rate is the average among the comparable counties.

The Prosecutor believes that the PBA reliance on various Union County municipalities for comparison with the Union County Prosecutor's Office is misplaced because the Prosecutor's Office performs different functions than a municipal police department. The Prosecutor also rejects comparisons with New Jersey State Troopers, New Jersey State Police or Port Authority Police because these organizations are unlike the Prosecutor's Office.

The Prosecutor compares the compensation in the comparable counties and notes that its investigative unit ranks among the highest in starting salary and top step salary in 1997. The Prosecutor maintains that his wage proposal will, at least, maintain the unit's ranking in starting and top salaries. The Prosecutor also points out that, under its proposal, a First Class Sergeant will, in 1998, earn the highest salary among the comparables and a Top Step Lieutenant in the SOA unit will be the second highest among the comparables. The Prosecutor maintains that the 3.5% salary offer to this unit is above the average salary increase received by similar employees in the comparable jurisdictions. In addition to the competitive salary offer, the Prosecutor notes that this unit's employees enjoy competitive sick leave, pay for accumulated sick leave, fully paid health insurance premiums for unit members and their dependents, three days personal leave, competitive bereavement and vacation benefits and the highest clothing allowance among the comparable offices.

Furthermore, the Prosecutor notes that clothing allowance comparisons with municipal police departments and County law enforcement units should not be considered in light of the fact that the employees of these units are required to wear a uniform while this unit's members wear street clothes and are not required to maintain or purchase uniforms.

Based on its comparison of PBA/SOA employment conditions with employees in similar counties, the Prosecutor believes that his Final Offer is fair and reasonable and should be adopted by the arbitrator.

The interests and welfare of the public

The Prosecutor maintains that the public's interest is served best by the striking of a balance between providing fair wages and conditions of employment for its employees and maintaining the economic viability of the County and its inhabitants. Essential government services should not be reduced to meet unreasonable employee wage demands of a single employee group. The Prosecutor cautions that an adverse decision in this matter can be particularly harmful in subsequent negotiations with other bargaining units as these units would believe that their settlements were unjustifiably disregarded in favor of a particular negotiating unit or units.

The Prosecutor maintains that the agreements within the Prosecutor's Office and among the County's law enforcement units establish a pattern of settlement which must be acknowledged by the arbitrator and would make greater increases in this unit unwarranted. The Prosecutor believes that the PBA proposal is supported primarily by comparisons with municipalities which are not comparable to the Prosecutor's office. Furthermore, the Prosecutor

cautions against a compromise award between the competing offers in the face of the pattern of settlements in the County law enforcement units. In addition, the Prosecutor does not believe the stipends and increased beeper pay in the Sheriff's Officer unit warrant higher increases in this unit because these additional increases benefit only a small number of unit employees and, in any event, these minor items will not come close to equating the starting salaries or top pay of the two units. The Prosecutor notes that the \$500 performance bonus for Sheriff's Superior Officers in 1999 and 2000 is discretionary with the Sheriff and the \$110 payment per employee for a legal defense fund does not result in increased pay for Sheriff's officers.

When comparing compensation in the private sector, the Prosecutor notes that the median wage increase in the private sector in 1998 was 3%, unchanged from the same percentage in 1997. The Prosecutor points out that its offer is higher than private sector wage increases and consistent with increases received by other law enforcement personnel in the County. The Prosecutor believes its offer is more reasonable than the PBA offer which substantially exceeds private sector increases.

The Prosecutor shows that the PBA/SOA unit is the highest paid law enforcement group in the County. The Prosecutor points out that unit members' movement along steps of the salary schedule compounds the cost of the Prosecutor's proposal. However, it is noted that the cost of the PBA proposal is even higher. Although the cost difference between the competing proposals may not be significant in relationship to the overall budget, the Prosecutor is also concerned with the effect on morale of other law enforcement employees in the event that greater increases are awarded in this unit.

The Prosecutor cites the Bureau of Labor Statistics index which shows that the Consumer Price Index rose by 1.7% in 1998 for urban wage earners and clerical workers in the New York-Northeastern New Jersey region and, in 1999, the index is rising at the rate of 1.6% for the same group of workers. The Prosecutor notes that its offer exceeds the rise in the cost of living and further notes that index increases include the value of health insurance premiums, the cost of which is borne solely by the Prosecutor.

The Prosecutor claims that its Final Offer will maintain the current excellent stability and continuity of employment in the Prosecutor's Office and still allow for the maintenance of the current level of services. On the other hand, the Prosecutor argues that adoption of the PBA Final Offer may provide for the stability and continuity of employment for PBA/SOA members, but it will seriously affect the morale and stability of employment among Assistant Prosecutors and Sheriff's Officers

The Prosecutor believes that its remaining proposals are reasonable and should therefore be included in the award.

Clothing Maintenance and Allowance

The Prosecutor believes that its offer to equalize the PBA and SOA clothing and maintenance allowance at \$600 and then increase the allowance by \$50 on Jan. 1, 2000 is generous since this unit's allowance is the highest among comparable County Prosecutor Offices and even competitive with the municipalities submitted by PBA. The Prosecutor notes that Sheriff's Officers will receive a \$100 increase in clothing allowance in 2000 but notes that these officers must purchase and maintain uniforms while the PBA/SOA members are not even required to wear a uniform.

Overtime

The Prosecutor seeks the same language in the SOA contract as in the PBA contract in order to specify that overtime commences after an employee works forty hours in one week.

The Prosecutor also seeks a 480 hour cap on the accumulation of compensatory time in order to comply with the FLSA requirement that accumulated compensatory time not exceed 480 hours.

Health Insurance

The Prosecutor seeks contractual language which would provide SOA members with health coverage through the Blue Select Plan and permit SOA members to retain the traditional indemnity plan by paying the difference in the cost between the two plans (currently \$20 per month for single coverage and \$66 per month for family coverage). The Prosecutor notes that all other employees in County and the Prosecutor's Office now have the Blue Select Program and believes it is unfair for this group to continue to receive the traditional plan at no cost. The Prosecutor maintains this modification is needed in order to foster stable relations among law enforcement units in the County.

Payroll

The Prosecutor seeks to establish a bi-weekly payroll and provide employees with a "direct deposit" option in place of an administratively burdensome weekly payroll which does not accommodate "direct deposit". The Prosecutor notes that exclusionary employees, Sheriff's Officers and Council No. 8 members have accepted this modification. The Prosecutor points out that the payroll change will not, in any way, reduce employee compensation.

Grievance Procedure

The Prosecutor seeks five days instead of the current three days to respond to a grievance at each step of the grievance procedure in order to allow for a more thorough investigation into grievances by the Prosecutor.

The Prosecutor notes that PBA/SOA has not presented evidence supporting rejection of the Prosecutor's additional proposals while the Prosecutor feels that sufficient good reasons have been advanced to merit their adoption by the arbitrator in this award.

Prosecutor's Position on PBA/SOA Additional Proposals

Schedule Stability

The Prosecutor seeks a rejection of the PBA/SOA proposal for compensation at overtime rates when schedule changes are made with less than fourteen days of notice. The Prosecutor is concerned about the restriction on his ability to make needed schedule changes during emergencies. The Prosecutor believes that unannounced schedule changes are occasionally necessary but, in practice, have been rare and personal problems are accommodated.

The Prosecutor seeks the rejection of the PBA/SOA proposal that would provide Monday to Friday employees, who are asked to work on a weekend, with another day off during the same seven day work cycle or else receive overtime pay for the weekend work. The Prosecutor maintains that the need for this change has not been demonstrated by PBA/SOA.

The Prosecutor seeks the rejection of the PBA/SOA request for a minimum of four hours pay at overtime rates whenever called back to work because PBA/SOA has not presented evidence to justify compensation for work

not performed.

The Prosecutor seeks the rejection of the PBA/SOA request to compensate employees for stand-by time because the employees' lives are not overly restricted while in on-call status and the employee is not required to return to work within a specified period of time. The Prosecutor notes that the unit members are merely required to be in the State and reachable and there is no limit on the time spent in reporting back to work. The Prosecutor points out that unit members are generally on-call once every six weeks. In addition, the Prosecutor notes that unit members have a substantial amount of time to engage in personal pursuits. Citing a number of Court decisions, the Prosecutor believes that the circumstances of unit member stand-by time do not warrant an entitlement to be compensated for standby time.

Summary

The Prosecutor believes that the credible evidence in this record supports the conclusion that the Prosecutor's Final Offer is more reasonable than the PBA/SOA offer in light of the statutory criteria and seeks a finding by the arbitrator in favor of the Prosecutor's proposals.

PBA

The interests and welfare of the public

PBA argues that the interest and welfare of the public are well served by the high level of activity and varied special services provided by the Union County Prosecutor's Investigators which has worked with the public and with other law enforcement agencies in protection of the public. PBA cites the most recent annual report of Prosecutor Manahan to illustrate the varied services and facilities, new programs and support services for the local municipalities. PBA

cites the testimony of Association and Employer witnesses attesting to the fact that this department is a well trained and proficient department whose performance well serves the interest and welfare of the public.

Citing the broad based requirements and services provided by the Union County Prosecutor's staff, PBA claims that the Investigators are not just an integral part of the law enforcement community but, in fact, the preeminent law enforcement agency which is the focal point and lead in the County. PBA argues that the public is best served by a properly compensated, well motivated and stable work force in the Prosecutor investigative positions. However, PBA maintains that these conditions do not exist in Union County. PBA claims that there is a high level of employee turnover due to employees leaving for better paying jobs in law enforcement and other agencies. PBA notes that, in one four month period at the end of 1998, four investigative staff personnel left this office. Three of these officers went to work for local police departments and the fourth officer joined the FBI. PBA cautions that a continuation of this trend will jeopardize the expertise of the department and PBA maintains that its wage and benefit proposal is specifically calculated to retain skilled personnel. PBA notes that the Employer's negative position with respect to longevity related benefits would work against the preferred public interest in retaining skilled personnel. On the other hand, PBA claims that its proposal to advance and protect the concept of senior employee status compensation as well as competitive wage increases will best meet the interest and welfare of the public and satisfy this statutory criterion.

Comparison of the wages, salaries, compensation, hours, and conditions of employment of the employees involved in the arbitration proceedings with the wages, salaries, compensation, hours, and conditions of employment of other employees performing the same or similar services and with other employees generally:

PBA maintains that the total compensation program for Union County Prosecutor Investigators is at best marginal and, in many cases, below average. In the area of base salary, PBA claims it is marginally competitive with other county Police Officers. However, when a Detective Stipend is added to a patrol officer's pay, PBA claims that the Union County Prosecutor's Investigator lags behind his counterpart in the local agency.

PBA stresses the lack of a longevity program in the Prosecutor's Office while virtually every Police Department in the county has a longevity program. PBA cites the Longevity rates in Summit, Mountainside and North Plainfield as well as the Longevity rates in other Prosecutor Offices such as Middlesex, Ocean and Mercer County.

In the area of clothing and maintenance allowance, PBA shows the clothing and maintenance allowances in county municipalities and County Corrections and County Police and County Sheriffs and notes that their average allowance is \$748.00 compared to the Union County Prosecutor's Investigators allowance of \$500, a \$246 deficiency.

In the area of vacations, PBA compares the Maximum Vacation Entitlement at 25 years of service of Municipal Police Officers and other Union County Law Enforcement units and shows that their average vacation

entitlement is 25.35 days as compared with the Union County Prosecutor's staff entitlement to 25 days. PBA argues that this unit's vacation entitlement is not distinguishing and does not constitute an offset to a lower pay rate.

In the area of call in time, PBA notes the record evidence establishing the frequency of call outs and their impact in this unit while there is no call in program. On the other hand, PBA shows that minimum call in pay is a common benefit available to most Municipal Police Departments in the county.

In the area of optical plans, PBA shows the availability of an Optical Plan Benefit in a number of Union County municipalities but the absence of such plan in this unit.

PBA also references evidence in the record which shows the presence of miscellaneous benefits in other law enforcement units and other Prosecutor Offices which are not available to the Union County Prosecutor's PBA unit. Since there is a short fall in benefits in comparison to other Union County municipalities, PBA maintains that there is no offset in the benefit program to justify the barely marginal comparisons on base wage.

PBA claims that its evidence of average base wage increases (in percentage of change) demonstrate a 4.18% increase in 1998, a 4.33% increase in 1999 and a 4.6% increase in 2000. PBA notes that these average increases more closely approximate the PBA Final Offer than the Prosecutor's Offer. PBA points out that the Prosecutor has not presented comparable wage data in support of its position.

PBA seeks an extension of first class pay to the ranks of lieutenant and captain because they do not have longevity or senior officer differential. PBA believes this benefit is necessary as part of an overall career path which

encourages the retention of skilled personnel, which is in the public interest. PBA notes that the Prosecutor has not provided evidence to support his claim that first class pay is not necessary.

PBA also seeks a reduction in the number of steps for supervisors and notes that almost every law enforcement agency moves the promoted officer to a single pay rate at the time of promotion.

PBA claims that the Sheriff settlement has a value of approximately 4.4% when one factors in the \$500 to \$1500 annual stipends, the \$50 per week on call pay and the \$200 clothing allowance increase. PBA points out that the Sheriff's Detective receives an additional \$1500 per year. PBA claims that it would receive more than a 5% increase if it received each of the additional benefits extended to the Sheriff's unit.

PBA believes that private sector comparisons should not be considered controlling in this case because there is no comparable private sector job which has a police officer's obligations, both on and off duty. PBA points out the lack of pension portability in the law enforcement community after age 35, the inability of a police officer to market his skills in another state since his certification is only valid locally and the inherent hazards and risks in police work which is not present in the private sector. In addition, PBA cites certain statutory and other precedential laws affecting the relationship of police officers to their employers which are distinguishable from the private sector relationship. Of special significance in the difference with the private sector is the police officer's obligation to act as a law enforcement officer at all times of the day whether on duty status within the state or not and the ability to carry a weapon while off duty. PBA also notes the basic and follow up training in fire

arms qualifications which distinguishes police officers from most private sector employees.

Citing Arbitrator Weinberg, PBA contends that local comparisons are more relevant with police wages than private sector comparisons. In any event, PBA maintains that the characteristics of law enforcement employment compel that a police officer should be considered on a higher wage plane than private employment generally.

Stipulations of the parties

Both parties seek a new contract term of three years. The parties have stipulated that criteria G5 and G6 are not relevant to a resolution of this dispute.

The lawful authority of the employer; considering, inter alia, the limitations imposed upon the employer by the CAP Law, N.J.S.A. 40A:4-45.1 et seq.

PBA claims that there is no lawful authority of the employer issue raised by the Cap Law in this case because the Cap Law does not mention the office of a county prosecutor in its text. Union County of Sussex is a public entity which is directly covered and controlled by the Cap Law. PBA notes that the Prosecutor does not levy taxes or raise funds directly but has a unique means of funding the costs of his office, including the payroll of investigators. PBA cites the Supreme Court's Bigley decision in which it rejected the argument that the County Freeholder Board was the final authority on Prosecutor Office expenditures. PBA points out that, in accord with Bigley, the Prosecutor controls his own budget and is merely subject to the ultimate decision of the Assignment Judge.

The Financial Impact on the Governing Unit, its Residents and Taxpayers

The parties have stipulated that this statutory criterion is not relevant to a resolution of this dispute.

Cost of Living

PBA concedes that the rate of cost of living increase is now somewhat less than the PBA position but notes that it is only one of the eight criteria and should not be a key consideration much less a controlling factor. PBA points out that, in the past, there were shortfalls in wage settlements when compared to cost of living increases in the double digit range. PBA points out that other jurisdictions, in the same region as this employer, have been subject to the same cost of living considerations but have reached settlements which establish a pattern of settlement and award in this record which supports the PBA position. Furthermore, PBA contends that, since the employees in the instant units are not receiving average pay, they should not be penalized with a limitation to the average cost of living increase.

Continuity and Stability of Employment

PBA maintains that it has shown the going rate of change for the law enforcement community in comparable jurisdictions and that this merits a great deal of weight. PBA believes that it has shown a significant shortfall in general compensation for the employees in this unit. PBA argues that the unit employees provide an important and essential public service. PBA contends that the employees' training and experience must be rewarded and properly compensated to insure the retention of skilled personnel.

PBA believes it has fully supported its proposals with empirical data and they should be granted.

Personal Day Use

PBA maintains that Section 2 of Article X places an unreasonable restriction in the use of a contractual entitlement and seeks more flexibility in its application. PBA seeks a removal of the current restrictive language with the understanding that any time being used would be subject to prior request and subsequent approval of the employer. PBA believes that providing this flexibility will best serve both parties.

Schedule Stability

PBA claims that its proposal merely seeks a stabilization of the work obligation as is planned and will not prohibit required variations in work obligation. PBA's objective is to make certain that planned work should be honored and kept to plan except for unforeseeable emergencies. PBA claims that penalties are the only available method to curb an employer who interferes with an employee's private time. PBA maintains that, absent an unforeseeable emergency, an employee's scheduled work obligation should be honored.

Health Coverage

PBA claims that it can not analyze the Employer's attempt to reduce employee benefits in health coverage because the Employer has failed to provide sufficient data for analysis of the change and its impact. PBA believes that health care modification is not awardable because the record does not contain plan documents outlining current or proposed coverage and there is not sufficient information to quantify the increased costs. PBA believes that a party seeking a change must provide an affirmative showing which must be subject to analysis and calculation consistent with the statutory mandate. PBA argues that there is insufficient information concerning the new health plan, the effect on

each employee, the impact of availability and administration of service, the proposed date of implementation of the change in the plan, identification of those covered under the plan now, the current and proposed plan documents, the experience under the plan, the specific actual cost of the plan, the savings to the employer and the average cost to employees. PBA maintains that the absence of this information makes the issue unawardable.

Payroll Modification

PBA raises a similar argument concerning the Employer's request for a payroll modification. PBA notes the absence of evidence in the record to establish the source or need for this payroll modification. PBA points out that Employer witnesses were not questioned about this issue. PBA does not understand why this issue was added to the list of Employer proposals and believes that this issue should not be awarded.

PBA maintains that its proofs show that the statutory criteria support its Final Offer whereas the Prosecutor has failed to provide substantial credible evidence in support of the Employer position.

Accordingly, PBA seeks a ruling by the arbitrator in favor of its Final Offer position.

Analysis

The Office of the Union County Prosecutor and PBA Local 250, Detectives and Investigators Association of Union County, were parties to a collective negotiations agreement which expired on December 31, 1997. The negotiations unit includes all Prosecutor's Detectives and Investigators and Investigator Accountant not holding a superior office rank. The Office of the Union County Prosecutor and PBA Local 250, Union County Detective Superior Officers

Association, were parties to a collective negotiations agreement which expired on December 31, 1997. The negotiations unit includes Sergeants of County Investigators, Lieutenants of County Detectives/Investigators, Captains of County Detectives/Investigators and Deputy Chiefs but excluding the Chief of County Investigators. The two employee organizations have negotiated with the Employer as a single committee. When the parties could not resolve their negotiations for a new contract, each unit filed for interest arbitration. With the consent of the parties, the interest arbitration proceeding included all matters affecting either unit and the decision herein is applicable to each unit, based on the specific terms of this award.

At the request of the arbitrator, the Prosecutor submitted a list of salaries for Prosecutor's Detectives and Superior Officers that were in effect on Dec. 31, 1997, the expiration date of the most recent contracts. The submission, (labeled Exhibit A and attached hereto), shows a unit of 42 Investigators with a total 1997 Salary amount of \$2,494,183 and an average salary of \$59,385. The submission shows a unit of 25 Superior Officers (14 Sergeants, 8 Lieutenants, 1 Captain and 2 Deputy Chiefs) with a total 1997 payroll of \$1,996,763 and an average salary of \$79,871. The submission also provides the hiring date of each employee.

The disposition of this matter has been guided by the application of the eight statutory criteria set forth in N.J.S.A. 34-13A-16G.

1. The interests and welfare of the public; considering, inter alia, the limitations imposed upon the employer by the CAP Law, N.J.S.A 40A:4-45.1 et seq.

In analyzing and evaluating the interests and welfare of the public, the

arbitrator must confront the concerns of both parties and attempt to reconcile these concerns in the development of a conventional arbitration decision which is based on a reasonable determination of the issues.

It is undisputed that the interests and welfare of the public are well served by the high level of activity and varied special services provided by the Union County Prosecutor's Investigators and Superior Officers. The Union County Prosecutor's Office Annual Report for 1997 outlines the varied services and facilities, new programs and support services for the local municipalities provided by the Prosecutor's Office. In addition, it is clear from the testimony of all witnesses that this department is a well trained and proficient department whose performance well serves the interest and welfare of the public.

Certainly, the public interest of the residents of Union County and the affected municipalities is served by the continued maintenance of a professional Prosecutor's Investigative force which, as a result of high morale, is motivated to continue the productive performance of the various activities noted in the Prosecutor's Annual Report. On the other hand, although the County residents seek to support a productive Prosecutor's Investigative Department as well as a force large enough to meet the specialized law enforcement needs of the County, the County's residents and taxpayers are intent on limiting the costs of the Prosecutor's Office so that other County services may be preserved and, at the same time, keep the tax rate as low as possible.

Productivity and high morale are achieved and maintained when unit members receive adequate compensation for their training, experience and unique responsibilities. Morale and a commitment to dedicated performance of

these unique responsibilities is dependent on a recognition by Prosecutor's Investigators that there is a reasonable correlation between their working conditions and the working conditions of other Investigators in comparable communities. On the other hand, the County is endeavoring to maintain the current level of services while moderating the tax levy on its already overburdened taxpayers.

The Prosecutor believes that the interests of his office and the interests of the County and its residents are best served by the continuation and application of the pattern of wage settlements established in other County law enforcement units. The Prosecutor cites the agreements involving the Union County Sheriff and Union County Sheriffs Officers, PBA Local No. 108 for 1998-2000, the Union County Sheriff and Union County Sheriff's Superior Officers, FOP Local No. 103 for 1998-2000 and the Union County Prosecutor/Union County Assistant Prosecutors Association agreement, for 1999-2001, all of which provide wage increases of 3.5% per year. The Prosecutor also cites the Union County/Union Council No. 8 agreement for 1998-2000.

The Prosecutor argues that its proposal for this unit, somewhat similar to the settlement with the law enforcement units, contains a fair, reasonable and sensible economic package whereas the PBA proposal ignores the high standing of this unit's employees among positions in comparable jurisdictions and ignores the benefits and salaries of other County employees.

PBA, arguing that the public is best served by a properly compensated, well motivated and stable work force in the Prosecutor investigative positions, notes that, instead, there is a high level of employee turnover due to employees leaving for better paying jobs in other law enforcement agencies. PBA claims

that the public interest is better supported by a stable, experienced and career oriented work force based on a satisfactory compensation program.

Accordingly, PBA proposes an increase of five percent each year. The undersigned does not believe that either the PBA proposal or the Prosecutor's proposal reasonably addresses the diverse concerns which must be reconciled in the development of this decision in order to be consistent with the public interests and welfare. As shown later in this decision, the PBA proposal exceeds the rate of increase in the cost of living, exceeds the average of current wage increases, exceeds the rate of increase in the private sector and the rates of increase in the County/Law Enforcement Awards and settlements and the rate of increase in the internal settlement pattern affecting other law enforcement units. On the other hand, though the Prosecutor's proposal is consistent with the percentage salary increases in the other law enforcement units and close to the average of current wage increases in the private sector and the wage increase percentages contained in current Interest Arbitration Awards and settlements, it fails to adequately address several other important economic concerns. Accordingly, the undersigned intends to develop an Award which is more consistent with the public interests and welfare than the competing final offers submitted by the parties.

The statute requires, in the consideration of the interests and welfare of the public, that an assessment be made of the limitations imposed on the employer by N.J.S.A. 40A:4-45.1 et seq., the CAP law. This factor is normally considered in the "Lawful Authority" section of the analysis. However, as noted above, the parties have stipulated that this statutory criterion is not relevant to the disposition of this matter.

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

As other arbitrators have noted, it is difficult to compare the working conditions of public sector law enforcement officers with the working conditions of private sector employees performing the same or similar services because of the lack of specific private sector occupational categories with whom a meaningful comparison can be made. The standards for recruiting public sector law enforcement officers, the requisite physical qualifications and training and the unique responsibilities which require public sector law enforcement officers to be available and competent to protect the public in various circumstances sets law enforcement officers apart from private sector employees doing somewhat similar work. Accordingly, this comparison merits minimal weight.

However, the rate of wage change in the private sector generally is a consideration which must be accorded significant weight. The rate of wage change in the private sector and the rate of wage change among public sector law enforcement units are affected by the same national and local factors, such as the health of the economy, prevailing interest rates, status of unemployment, rate of inflation and the impact of tax legislation. Accordingly, this factor merits consideration in conjunction with the rate of wage change in public employment in general and public employment in the same or similar comparable jurisdictions.

The Public Employment Relations Commission has furnished the arbitration panel with reports of private sector wage changes compiled by the New Jersey Department of Labor. The September, 1997 Report, which shows changes in the average wages of private sector jobs covered under the state's unemployment insurance system, indicates a 3.3% increase in Union County in 1996 as compared to 1995 and a private sector wage increase of 4.3% for all counties in the State of New Jersey in 1996 compared to 1995. The December, 1998 Report, which shows changes in the average wages of private sector jobs covered under the state's unemployment insurance system, indicates a 4.50% increase in Union County in 1997 as compared to 1996 and a private sector wage increase of 4.8% for all counties in the State of New Jersey in 1997 compared to 1996. In fashioning the Award in this matter, the undersigned has given this factor significant weight.

b. In public employment in general.

The BLS Report on Negotiations, 8:310, No.1298, dated 3/2/95, published by the Bureau of National Affairs, Inc., confirmed the emergence of a more favorable collective negotiations climate in the public sector with fewer wage freezes and annual changes over the contract term increasing to 3.3 percent when parties negotiated renewal contracts for contracts expiring in 1995. The Public Employment Relations Commission has furnished the arbitration panel with reports of average wages in employment covered by unemployment insurance compiled by the New Jersey Department of Labor. The December, 1998 Report, which shows changes, from 1996 to 1997, in the average wages of public sector jobs covered under the state's unemployment insurance system, indicates the following:

Total Government: 3.0%

Federal Government: 5.0%

State Government: 2.1%

Local Government: 3.0%

The rate of wage change in the public sector is an additional significant factor to which the undersigned has given weight in the design of this award. d.

c. In public employment in the same or similar comparable jurisdictions, as determined in accordance with N.J.S.A. 34:13A-16.2.

PBA offers for comparison contracts and awards in evidence utilizing percentage rate of change on the base rate only in the following mix of

Prosecutor's Offices and relevant municipalities:

Name	1998	1999	2000
Mountainside	4.25		
Scotch Plains	4 (3/1)	4.00	3.8
North Plainfield	4.25 (2.1/2.1)	4.5(2.25/2.25)	
Summit	3.8	3.8	3.8
Ocean Pros Office	4.0	4.0	
Essex Pros	5		
Mercer Pros PBA	4.5 (2/2.5)	4.75 (2/2.75)	
Mercer Pros SOA	4.5 (2/2.5)	4.75 (2/2.75)	
State Police	3.75	3.75	5.0
State Police SOA	3.75	3.75	5.0
Essex Sheriff		5.0	5.0
Essex Corrections		5.0	5.0
Averages:	4.18%	4.33%	4.6%

The Prosecutor has excerpted from the collective negotiations agreements in evidence and shows the following comparisons of salaries for Detectives/Investigators.

First Year

County	1997	1998	1999
Middlesex	44,123.76	45,668.09	47,266.47
Union	36,500	37,776	39,098
Mercer	33,800	35,338	36,945
Bergen	28,800	29,700	
Passaic	27,679	28,798	
Essex	24,939	25,470	
Hudson	24,638	24,638	

Top Step

County	1997	1998	1999
Bergen	70,807	73,108	
Middlesex	64,835.88	67,105.13	69,453.81
Union	62,500	63,987	66,952
Passaic	62,111	64,260	
Hudson	54,582	54,582	
Essex	53,094	55,749	
Mercer	52,429	54,815	57,309

In accordance with the Comparability Guidelines contained in the Public Employment Relations Commission Rule, N.J.A.C. 19:16-5.14, the undersigned believes that all of the Prosecutor's Offices contained in the record submitted by both parties are relevant and form an appropriate basis of comparison.

Listed below is the following comparison:

Name	1998	1999	2000
Essex Pros	5.0		
Mercer Pros	3.25 (2/2.5)	4.625(2/2.75)	
Ocean Pros	4.0	4.0	
Bergen Pros			3.00
Averages:	4.08%	4.3125	3.00

In the Essex County Prosecutor agreement, there was a 0% increase on Jan. 1, 1995, a 2% increase effective July 1, 1996, a 5% increase July 1, 1997 and a 5% increase effective July 1, 1998. The 5% for 1998 for the Essex Prosecutor represents a 2.5% carryover from 1997 and 2.5% earned from the July 1, 1998 increase.

The 3.25% increase in 1998 for the Mercer Co. Prosecutor represents the value of the split raises in that year and the 4.625% increase in 1999 represents the value of the split raises in 1999. The 3.0% increase in 2000 for the Bergen County Prosecutor represents the value of the percentage increase applied to the top step of the salary guide in that year.

On February 11, 1999, the Public Employment Commission released a Five Year Salary Increase Analysis for Interest Arbitration which is listed below:

Time Period	# of Awards	Avg Sal Inc	#Settlemts	Avg Sal Inc
1998	41	3.87	42	3.77
1997	37	3.63	62	3.96
1996	21	4.24	35	4.19
1995	37	4.52	44	4.59
1994	35	5.01	56	4.98

The undersigned has computed the five and three year averages from the information provided by the Commission.

5 Year Averages:	4.25	4.3
3 Year Averages (96,97 and 98)	3.91	3.97

There are also significant comparisons in public employment in the same jurisdiction.

The Union County Sheriff has negotiated an agreement with PBA Local 108 (Sheriff's Officers) covering the period from January 1, 1998 through December 31, 2000 and providing the following increases:

<u>January 1, 1998</u>	<u>January 1, 1999</u>	<u>January 1, 2000</u>
3.5%	3.5%	3.5%

In addition to the wage increases, the Sheriff's agreement also provides the following economic improvements:

- 1. Increase in Beeper Pay from \$20.00 to \$50.00**
- 2. \$300 towards the purchase of or reimbursement for a leather jacket.**
- 3. In 2000, clothing allowance increase from a total of \$900 to a total of \$1000.**
- 4. Effective July 1, 1999, the Detective Stipend increases from \$1335 to \$1500.**
- 5. Employees assigned to Search and Rescue, County Bureau of Identification and Warrants and Investigation, an initial stipend of \$500.**
- 6. Employees receiving EMT training shall receive \$500 for initial assignment and so long as the employee commits to attaining EMT certification. Once the employee achieves full EMT certification, the**

stipend shall be increased by an additional \$500 for a total of \$1000. In the event that an employee is assigned as a detective and an EMT, the total amount of the assignment shall be \$1500.

The Union County Sheriff has negotiated an agreement with FOP Lodge No. 103 (Sheriff's Superior Officers) covering the period from January 1, 1998 through December 31, 2000 and providing the following increases:

<u>January 1, 1998</u>	<u>January 1, 1999</u>	<u>January 1, 2000</u>
3.5%	3.5%	3.5%

In addition to the wage increases, this Sheriff's agreement also provides the following economic improvements:

1. All Superior Officers also will be eligible for an exceptional performance bonus of \$500, as determined by the Sheriff, effective January 1, 1999, which will not be included in base salary.
2. \$300 towards the purchase of or reimbursement for a leather jacket.
3. In 2000, clothing allowance increase from a total of \$900 to a total of \$1000.
4. Upon promotion to Lieutenant, an employee will receive an additional \$200 for the purchase of new shirts.
5. Effective July 1, 1999,, the County agrees to provide \$110 per employee to the FOP for the purpose of creating a Legal Defense Fund.

The Prosecutor has also provided a draft of the 1999-2001 agreement which he has negotiated with the Union County Assistant Prosecutors Association. In the summary provided by Counsel to the Prosecutor, Counsel asserts that the Assistant Prosecutor' Association will receive an overall salary

increase of 3.5% which is equal to the wage increase offered by the Prosecutor to the PBA/SOA. The Prosecutor has also submitted a copy of the Union County/Union Council No. 8 agreement covering the period from January 1, 1998 through December 31, 2000. This agreement provides for dollar increases ranging from \$600 to \$750 in 1998 and 1999 and dollar increases ranging from \$700 to \$850 in 2000. In the absence of a profile of employee salaries, the undersigned is unable to convert the dollar amounts to percentages. However, the agreement indicates several additional economic improvements.

- 1. Effective Jan. 1, 1998, employees below the maximum in their respective salary range shall receive a 45% increase in their increment amount.**
- 2. Employees who reach the maximum salary in their respective salary range by Dec. 31, 1998 shall be entitled to certain specified additional payments in 1998, 1999 and 2000.**
- 3. Effective in 1999 and 2000 only, employees exhibiting exceptional performance, as determined by the employee's respective department head, shall be eligible for a \$500 bonus, which shall not be included in base salary.**
- 4. Effective Jan. 1, 1999, the shoe allowance for certain specified employees shall be increased to \$80.00 per annum. Effective January 1, 2000, the allowance shall be increased to \$85.00 per annum.**
- 5. Effective Jan. 1, 1998, LPNs shall be eligible for an additional \$500 added to base salary, upon receipt of a national or state recognized certification in a field such as geriatrics, rehabilitation or home health if it enhances the practice of the LPNs working with the geriatric population at Runnels Specialized Hospital.**

The Prosecutor has offered the County/Sheriff/Sheriff's Officers settlement as an appropriate comparable in this proceeding. The undersigned believes that the County/Sheriff/Sheriff's Officers settlement is a very significant comparable and should be given considerable weight. Since the Sheriff's Officers unit is also a law enforcement unit eligible for interest arbitration and the agreement was reached in negotiations during the term of the proposed agreement in this unit, this agreement merits serious consideration.

The undersigned, in the consideration of the statutory criterion of "Comparables" also takes administrative notice of the summary of Interest Arbitration Awards and voluntary settlements issued by P.E.R.C. and listed above which includes the first of the three years involved in this proceeding.

It is noted that the average of Interest Arbitration Awards is on a downward slope. However, it appears that the average, between settlements and Interest Arbitration Awards, is still higher than the rate of increase in the Consumer Price Index. In addition, the 1998 analysis shows the following:

Time Period	# of Awards	Avg Sal Inc	#Settlemts	Avg Sal Inc
1998	41	3.87	42	3.77

The average percentage increase in IA Awards and settlements is somewhat higher than the Prosecutor's Offer and lower than the PBA offer.

Although the County/Sheriff/Sheriff's Officers settlement, offered by the Prosecutor as a significant comparable and appropriate pattern for this award, is lower than the average percentage increase in IA Awards and settlements in 1998 and lower than the average salary increases shown above in the other Prosecutor's Offices contained in the record, the County/Sheriff/Sheriff's

Officers settlement has addressed a number of other economic factors significantly and brings the value of the total package within reasonable proximity of the average increases analyzed above. In the analysis above of the Sheriff's Officer Agreement, the Sheriff's Officer SOA Agreement and the Union Council 8 Agreement, it appears that the County and the affected unions have established a pattern of slightly below average across-the-board increases enhanced by significant improvements in other economic benefits. The undersigned believes that this approach represents an appropriate pattern for this award and, therefore, will provide guidance in the development of the Award in this matter.

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.

In addition to salaries, the parties have submitted other items of economic impact for consideration in this proceeding.

Clothing Maintenance and Allowance

Both the PBA and the Employer seek to equalize the PBA and SOA clothing and maintenance allowance at \$600. The Employer offers to increase the clothing allowance in both units to \$650, effective January 1, 2000 and eliminate the voucher requirement. PBA seeks a \$100 increase in the allowance annually during the term of the agreement.

Based on a review of the evidence in the record, including similar provisions in comparable jurisdictions and an internal comparison with the settled law enforcement unit, the undersigned believes the following

changes are appropriate for inclusion in this Award.

1. Effective 1/1/98, the clothing maintenance and allowance in the PBA unit shall be \$600. A voucher shall not be required in either the PBA or SOA units.
2. Effective 1/1/2000, the clothing maintenance and allowance in the PBA and SOA units shall increase to \$700.

SOA Salary Guide Steps

SOA proposes a reduction in the current two year steps to one year each at those steps. The Employer has not provided any evidence in opposition to this proposal. PBA claims most superior officer units move the promoted officer to a single pay rate upon promotion. A review of the Mercer Prosecutor SOA agreement (Exhibit P-16) confirms the existence of single pay rates for Sergeants, Lieutenants and Captains. The PBA request appears reasonable and supported by record evidence and is appropriate for inclusion in this Award.

1. Section 2 of Article XXI of the SOA agreement shall be modified to substitute 12 months for 24 months as the maximum period for remaining at the same step level. In addition, the clause shall indicate that the annual step movement shall be automatic.

First Class Pay

SOA proposes that First Class Pay, now only available for Investigator and Sergeant, should apply to the ranks of Lieutenant and Captain. The Employer opposes this request. It appears that the parties have previously agreed on rewarding employees with First Class status in recognition of their years of service and greater experience based on a formula which grants salary points for prior law enforcement service. Prior to this proceeding, this program applied to Investigators and Sergeants. There is no valid explanation as to why

this benefit should not apply to Lieutenants and Captains other than the Employer claim that these officers are already highly paid. The undersigned believes that, in the absence of longevity pay or senior officer differential, it is reasonable to extend this benefit to Lieutenants and Captains under a formula which emphasizes service to the Union County Prosecutor in the capacity of a superior officer and it is appropriate to include this in this Award.

- 1. Section 3 of Article XXI of the SOA agreement shall be amended to indicate that it applies to Sergeants only.**
- 2. Section 4 of Article XXI of the SOA agreement shall be added and shall read as follows:**

First Class pay status shall be an entitlement of Lieutenants and Captains who qualify by achieving 30 "salary points". A Lieutenant or Captain shall earn 3 "salary points" for each year of employment as a superior officer (Sergeant, Lieutenant or Captain) at the Union County Prosecutor's Office. When a Lieutenant or Captain has accumulated 30 "salary points" as described in this section, said officer shall be entitled to first class pay status thereafter.

Personal Day Use

PBA and SOA propose the removal of the current restrictions on access to personal day use before or after vacation periods, holidays or weekend time otherwise available. PBA and SOA confirm that they are only requesting the removal of current restrictive language with the understanding that any time being used would be subject to prior request and subsequent approval of the employer or employer's representative. Under the PBA proposal, employees could request use of personal days adjacent to vacation periods, holidays or

weekend time and would enjoy use of these days, as requested, only if the Employer approves the request. This appears to be a reasonable modification which may improve use of personal days without harm to the Employer's management of the operation. Accordingly, this modification will be included In this Award.

1. Section 2 of Article X shall be amended to read as follows:

Applications for the use of personal leave immediately before or after any vacation period, holiday, or weekend shall be subject to the approval of the Prosecutor or his designee.

Stand-By Compensation

PBA seeks compensation for anyone placed on standby or in a designated on call basis by providing payment of 25% rate in compensatory time for all time on such status and said time shall be placed in a compensatory time off bank. The Employer concedes that Detectives are required to perform on-call or stand-by duties at some point each month or every six weeks. However, the Employer notes that detective lives are not overly restricted during on-call status because detectives must only be accessible by telephone or pager, must stay in the State of New Jersey and remain sober. Given these requirements and the fact that a Detective is not required to return to work within a specific period of time, the Employer believes he should not be required to compensate employees for stand-by time. The Prosecutor also notes that, under FLSA and Department of Labor regulations, the unit detective would not be entitled to overtime compensation.

Although FLSA may not require overtime compensation for certain forms of stand-by duty, it is not at all unusual for public sector parties to negotiate a

form of compensation for the performance by employees of on-call or stand-by duties. In fact, the internal contracts cited by the Employer for wage settlement comparisons contain negotiated compensation for forms of on-call or stand-by duty. In Article 19, Section 2 of the Union County/Union Council 8 agreement, the parties have, effective Jan. 1, 1996, provided three dollars per hour for "on-call" service in accordance with the procedures for On-Call Process. In the recently concluded Union County Sheriff's agreement with Sheriff's Officers, the parties negotiated an increase in Beeper Pay from \$20.00 to \$50.00. In Section 2 of Article XIV, the parties provide a \$50 per week stipend for employees required to wear a beeper paging unit. In Section 1 of this Article, the parties provide compensation at the overtime rate of pay with a minimum of three hours pay at such overtime rate for employees called in to duty outside of their regularly scheduled work shift. If an employee is called in to duty, the employee receives call-in pay in lieu of beeper pay.

The undersigned has reviewed other Prosecutor staff agreements in the record to ascertain the prevalence of stand-by pay in Prosecutor offices. In Section 3 of Article XVI of the Essex County Prosecutor agreement (Exhibit P-14), the parties have negotiated compensation at the rate of two hours per day at one and one half times base pay on weekday assignments to remain available and subject to call for duty while off duty and four hours per day at one and one-half times base pay when assigned to stand-by duty on Saturdays, Sundays or holidays. In Article XI of the Ocean County Prosecutor agreement (Exhibit P-12) the parties have negotiated a payment of \$125 for any given seven day stand-by period and employees, on stand-by duty, who are called to duty shall receive overtime in addition to the stand-by pay. In Section 6.6 of the

Mercer County Prosecutor agreement, employees "on-call" for at least three days in a given calendar month receive \$100, paid in the following month. As of July 1, 1995, the on-call pay is modified from a per month calculation to a per week calculation to be paid in the following month.

Based on this evidence, it is clear that Employers, including Prosecutors, have recognized and acknowledged the obligation to reimburse employees for stand-by duty. Furthermore, the PBA proposal for providing payment of 25% rate in compensatory time for all time on such status appears reasonable in comparison to the contractual provisions cited above and will be included in this Award.

1. Effective Jan. 1, 2000, employees placed on stand-by or in a designated on-call basis shall be compensated by receiving a straight time credit of 25% of the hours assigned to stand-by or on call status. Payment shall be in compensatory time for all time on such status, Said time shall be placed in a compensatory time off bank. Employees called out for duty from stand-by time shall receive compensation at the overtime rate for hours worked in addition to the stand-by compensatory time.

Although there appears to be some merit to the PBA claim for some other provisions in its schedule stability proposal, there is insufficient evidence in the record to support the need for the requested changes at this time. In any event, the undersigned's primary focus in this area is on the adoption of a reasonable compensation system for stand-by service and any additional costs, if any, should be allocated toward the implementation of the stand-by compensation system. Accordingly, this award will provide for no other "schedule stability" changes.

Sick Leave Utilization at Retirement

There is insufficient evidence in the record to justify an increase in the current maximum on the value of sick leave accumulation and this modification will not be included in the Award.

Overtime

The Prosecutor seeks to modify the SOA Agreement to reflect that the workweek is 40 hours inclusive of lunch and that overtime begins after 40 hours in a week. The proposal does not make any substantive change in the agreement and appears to conform to the work schedule provision of the PBA agreement which provides, effective January 1, 1996, the standard work week shall be forty (40) hours inclusive of meal periods. The PBA agreement also provides that, effective January 1, 1996, overtime shall be paid for work in excess of forty (40) hours per week. There is nothing in the record to indicate that this change of language will make any substantive change in the parties' agreement and, therefore will be included in the Award. The Employer request to limit the accumulation of compensatory time to 480 hours appears to be consistent with the provisions of the Fair Labor Standards Act. Since Section 3 of Article XVII gives each employee the individual discretion to select paid overtime or compensatory time off, each employee has the ability to manage the accumulation and usage of compensatory time and the Employer's proposed modification should work no significant hardship on the employees and will be included in the Award.

1. Effective Jan. 1, 2000, the SOA agreement shall be amended to provide that the standard work week shall be forty (40) hours inclusive of meal periods and overtime shall be paid for work in excess of forty (40) hours per week.

2. Effective Jan. 1, 2000, the PBA and SOA agreement shall be modified to establish a 480 hour cap on the accumulation of compensatory time.

Health Insurance

The Prosecutor seeks to modify the Health Insurance provisions of the SOA agreement to provide coverage through the Blue Select Plan instead of the traditional indemnity plan. Under the Prosecutor proposal, SOA members would receive Blue Select Plan coverage at no cost but, if they wish to retain the traditional indemnity plan, the SOA member would be required to pay the difference between the premium cost of the Blue Select Plan and the traditional indemnity plan which is currently \$20.00 per month for single coverage and \$66.00 per month for family coverage. PBA claims that it can not analyze the Employer's attempt to reduce employee benefits in health coverage because the Employer has failed to provide sufficient data for analysis of the change and its impact. PBA believes that health care modification is not awardable because the record does not contain plan documents outlining current or proposed coverage and there is not sufficient information to quantify the increased costs. However, an analysis of the record indicates that, on August 14, 1998, in response to the PBA petition to initiate compulsory interest arbitration, Counsel for the Prosecutor advised that Health Insurance Coverage was an unresolved issue to be submitted to the arbitrator. In the Prosecutor's Final Offer, the Prosecutor listed, under Paragraph 4 - Health Insurance that it wished to add the Blue Select program and listed the specific contractual revisions being sought in the drug prescription plan (Section 1 of Article XXIII of the SOA Agreement), in the existing traditional health insurance plan (Section 4 of Article XXIII of the SOA Agreement) and listed the Blue Cross/Blue Shield

insurance coverage program known and designated as “Blue Select” as the plan which the Employer wanted to install in place of the existing traditional indemnity health insurance coverage.

The Drug prescription changes and the traditional health insurance changes and the “Blue Select” coverage language are identical to the provisions found in Article IX of the Prosecutor/PBA 250 –Detectives and Investigators agreement. It should be noted that all of the above changes and the installation of the “Blue Select” program were made effective as of January 1, 1996 for PBA members. It should also be noted that the proposed limits on the cost of continuing the traditional indemnity health insurance coverage for the SOA members is the same as in the contractual provision for the Detectives and Investigators. On the other hand, the Prosecutor has advised that the additional cost of retaining the indemnity plan is currently \$20.00 per month for single coverage and \$66.00 per month for family coverage, which is lower than the \$35.00 per month for single coverage and \$75.00 per month for family coverage limits outlined in the proposed contractual clause.

Based on the above analysis, the undersigned believes that the Employer has adequately described the proposed modification and the cost of continued participation in the traditional indemnity plan are clearly stated and the applicable percentage of salary cost attributable to continued participation in the traditional indemnity plan is readily ascertainable.

There is nothing in the record to support a finding that SOA members should be distinguished from Detectives and Investigators and all other County employees in their access to health insurance coverage. The Prosecutor’s request for similar coverage is understandable and the undersigned deems

reasonable his claim that the equalization of access to health insurance coverage is essential to stable relations among law enforcement units throughout the county. Accordingly, this change in the SOA health insurance provision will be included in the Award.

1. Effective January 1, 2000, or as soon thereafter as possible, Article XXIII shall be modified to include the Health Insurance revisions contained in Paragraph 4 of the Prosecutor's Final Offer, attached hereto as Exhibit 1. The new provisions in Article XXIII of the SOA Agreement shall be identical to Health Insurance provisions found in Article IX of the Prosecutor/PBA 250 –Detectives and Investigators agreement.

Non-Economic – Payroll Distribution

The Prosecutor seeks to modify the payroll payment system effective January 1, 2000. The Employer proposes a system in which paychecks will be distributed every two weeks. At the same time, the Employer will provide employees with a "direct deposit" option. PBA notes the absence of evidence in the record to establish the source or need for this payroll modification and does not understand why this issue was added to the list of Employer proposals.

However, an analysis of the record indicates that, on August 14, 1998, in response to the PBA petition to initiate compulsory interest arbitration, Counsel for the Prosecutor advised that Bi-Weekly Pay was an unresolved issue to be submitted to the arbitrator and, thus, was not added to the list of Employer proposals. Furthermore, although Prosecutor witnesses did not testify regarding the payroll modification, the undersigned believes that the distribution of payroll on a bi-weekly basis is a fairly common system and is readily understood by employees and their representatives without further

explanation. The undersigned notes that no other objections have been raised to the institution of a bi-weekly payroll and also notes that this same provision has been negotiated in the internal settlements submitted by the Prosecutor in this proceeding.. Since it has not been shown that a bi-weekly payroll will, in any way, reduce employees' compensation and since the bi-weekly payroll may prove less burdensome to the Employer than a weekly payroll system and since this will now allow for the employee option of "direct deposit", the undersigned believes this proposal is reasonable and it will be included in the Award.

1. The PBA and SOA contracts shall be amended to include the following: Effective January 1, 2000, paychecks will be distributed on a bi-weekly basis and employees will be provided with a "direct deposit" option.

Non-Economic: Grievance Procedure

The Prosecutor seeks to modify the Grievance Procedure in order to provide the Employer with five working days, instead of the current three days, to respond to steps one through three. The Prosecutor seeks this change so that he will be able to conduct a more thorough investigation into grievances before issuing a response. There is nothing in the record that would challenge the reasonableness of the Prosecutor's proposal and this modification will be included in the Award.

1. The PBA and SOA contracts shall be amended to include the following: Effective January 1, 2000, the respective grievance procedures will be amended to permit the Prosecutor to respond at steps one through three in five working days instead of the current three working days.

Stipulations of the parties

Both parties seek a new contract term of three years. The parties have stipulated that criteria G5 and G6 are not relevant to a resolution of this dispute.

7. The cost of living.

The Employer has submitted Bureau of Labor Statistics Data, Consumer Price Index for Urban Wage Earners and Clerical Workers, (Exhibit C-1, Exhibit No. 38) which indicates a 1.7% increase in the New York – Northeastern New Jersey region for 1998 and additional charts indicating an increase of 1.6% for the same classification of workers in 1999. The Prosecutor notes that his proposal substantially outpaces the Consumer Price Index rate of change and, when the Employer's assumption of increased medical costs is factored in, the net gain to employees exceeds the differential between increases in the cost of living and the proposed contractual wage increase.

The low level of inflation, as shown in the 1997 and 1998 and part of 1999 CPI figures, has persisted for several years and, despite the robust conditions now apparent in the national economy, the inflation rate has not accelerated to date.

Under the Prosecutor's proposal, the salaries of Investigators and Superior Officers would more than keep pace with the recent increase in the cost-of-living and would, therefore, not result in a loss of purchasing power for these officers. On the other hand, the PBA proposal would entail annual increases which are much higher than the present rate of inflation.

Under these circumstances, the undersigned believes that the Prosecutor's proposal is closer to the provisions of this statutory criterion.

Furthermore, the internal County agreements with the Sheriff's units and the Union Council No. 8 unit are closer to the current rate of inflation than the PBA/SOA proposal. In the development of the award in this matter, the undersigned has been guided by these internal settlements because they more closely track the cost-of-living index increase and, therefore, are more consistent with this statutory criterion.

5. The lawful authority of the employer; considering, inter alia, the limitations imposed upon the employer by the CAP Law, N.J.S.A. 40A:4-45.1 et seq.

6. The financial impact on the governing unit, its residents and taxpayers.

As noted above, the parties have stipulated that criteria G5 and G6 are not relevant to a resolution of this dispute.

The statutory criterion relating to the lawful authority of the Employer specifically requires consideration of the limitations imposed upon the employer by the CAP Law, N.J.S.A. 40A:4-45.1 et seq. Under the CAP Law, an employer is limited to expenditures within a specified index rate unless it takes the required steps to utilize the maximum CAP rate of 5%. The Prosecutor is not restricted by the terms of the CAP Law although the County, the ultimate source of funding, is constrained by the limitations imposed upon the employer by the CAP Law, N.J.S.A. 40A:4-45.1 et seq. The Prosecutor does not levy taxes or raise funds directly and is not referenced in the Cap Law. The Supreme Court's Bigley decision rejected the claim that the County Freeholder Board was the final authority on Prosecutor Office expenditures and, instead, held that the Prosecutor controls his own budget and is merely subject to the ultimate decision of the Assignment Judge. The Prosecutor has not presented any evidence or argument which challenges the lawful authority of the Prosecutor to

adopt and implement an arbitrator's award in this matter.

Although the parties have stipulated that criteria G6, the financial impact on the governing unit, its residents and taxpayers, is not relevant to the disposition of this matter, the undersigned notes that the economic terms contained in this Award will have a minimal impact on the governing unit beyond the financial impact of the Employer's Final Offer.

At this point, based on the factors analyzed above, the terms of the economic award will be listed. As noted in the analysis above of the Sheriff's Officer Agreement, the Sheriff's Officer SOA Agreement and the Union Council 8 Agreement, it appears that the County and the affected unions have established a pattern of slightly below average across-the-board increases enhanced by significant improvements in other economic benefits. The undersigned believes that this approach represents an appropriate pattern for this award and, therefore, has provided guidance in the development of the Award in this matter.

Term:

PBA seeks a three year agreement and the Prosecutor requests a three year agreement. The undersigned notes that this award will issue in June, 1999, at the approximate midpoint of the proposed three year agreement. This will give the parties an opportunity to implement the changes included in this Award and consider the experience of their implementation. Accordingly, a three year term is reasonable because it would provide the parties with an opportunity to implement this award and evaluate its ramifications before starting a new round of negotiations. Accordingly, the term of the new PBA and SOA agreements shall run from Jan. 1, 1998 to Dec. 31, 2000.

Salaries:

As noted above, the development of the award in this matter has been guided by internal settlements, comparable settlements in other Prosecutor Offices, the rates of settlements and awards in the public sector, private sector salary increase trends and Consumer Price Index trends.

Salary Increases:

Effective 1/1/98: 3.5% Effective 1/1/99: 3.5% Effective 1/1/2000: 3.5%

The undersigned has provided for a 3.5% increase in the first year, 3.5% in the second year and 3.5% in the third year. It should be noted that these increases are similar to the internal law enforcement settlements and somewhat smaller than the comparable settlements in other Prosecutor Offices and the rates of settlements and awards in the public sector during the similar period. The undersigned believes it is appropriate to adopt the pattern, noted above, of slightly below average across-the-board increases enhanced by significant improvements in other economic benefits. The undersigned believes that the economic changes listed below constitute a significant enhancement to the economic package and render this Award consistent with the comparable settlements in other Prosecutor offices and the rates of settlements and awards in the public sector during the similar period.

Clothing Maintenance and Allowance

- 1. Effective 1/1/98, the clothing maintenance and allowance in the PBA unit shall be \$600. A voucher shall not be required in either the PBA or SOA units.**
- 2. Effective 1/1/2000, the clothing maintenance and allowance in the PBA and SOA units shall increase to \$700.**

SOA Salary Guide Steps

1. Section 2 of Article XXI of the SOA agreement shall be modified to substitute 12 months for 24 months as the maximum period for remaining at the same step level. In addition, the clause shall indicate that the annual step movement shall be automatic.

First Class Pay

1. Section 3 of Article XXI of the SOA agreement shall be amended to indicate that it applies to Sergeants only.
2. Effective, Jan. 1, 2000, Section 4 of Article XXI of the SOA agreement shall be added and shall read as follows:

First Class pay status shall be an entitlement of Lieutenants and Captains who qualify by achieving 30 "salary points". A Lieutenant or Captain shall earn 3 "salary points" for each year of employment as a superior officer (Sergeant, Lieutenant or Captain) at the Union County Prosecutor's Office. When a Lieutenant or Captain has accumulated 30 "salary points" as described in this section, said officer shall be entitled to first class pay status thereafter.

Personal Day Use

1. Section 2 of Article X shall be amended to read as follows:

Applications for the use of personal leave immediately before or after any vacation period, holiday, or weekend shall be subject to the approval of the Prosecutor or his designee.

Stand-By Compensation

1. Effective Jan. 1, 2000, employees placed on stand-by or in a designated on-call basis shall be compensated by receiving a straight time credit of 25% of

the hours assigned to stand-by or on call status. Payment shall be in compensatory time for all time on such status, Said time shall be placed in a compensatory time off bank. Employees called out for duty from stand-by time shall receive compensation at the overtime rate for hours worked in addition to the stand-by compensatory time.

Overtime

1. Effective Jan. 1, 2000, the SOA agreement shall be amended to provide that the standard work week shall be forty (40) hours inclusive of meal periods and overtime shall be paid for work in excess of forty (40) hours per week.
2. Effective Jan. 1, 2000, the PBA and SOA agreement shall be modified to establish a 480 hour cap on the accumulation of compensatory time.

Health Insurance

1. Effective January 1, 2000, or as soon thereafter as possible, Article XXIII shall be modified to include the Health Insurance revisions contained in Paragraph 4 of the Prosecutor's Final Offer, attached hereto as Exhibit 1. The new provisions in Article XXIII of the SOA Agreement shall be identical to Health Insurance provisions found in Article IX of the Prosecutor/PBA 250 – Detectives and Investigators agreement.

Non-Economic –Payroll Distribution

1. The PBA and SOA contracts shall be amended to include the following:
Effective January 1, 2000, paychecks will be distributed on a bi-weekly basis and employees will be provided with a “direct deposit” option.

Non-Economic: Grievance Procedure

**1. The PBA and SOA contracts shall be amended to include the following:
Effective January 1, 2000, the respective grievance procedures will be amended to permit the Prosecutor to respond at steps one through three in five working days instead of the current three working days.**

The annual costs of implementing the across-the-board pay increase are the same as contemplated by the Prosecutor's Final Offer. Using the scattergram information provided by Counsel to the Prosecutor on May 4, 1999 and assuming a static work force for the three years, the annual costs would be as follows:

<u>Year</u>	<u>PBA</u>	<u>SOA</u>
1997	2,494,183	1,996,763
1998	2,581,479	2,066,649
1999	2,671,831	2,138,982
2000	2,765,345	2,213,846

The above figures do not include step movement. This information was not provided. However, the Employer's Final Offer on across-the-board increases contemplated step movement and made no special or unusual provisions in this regard.

Clothing Allowance Increase Cost:

Forty two (42) Investigators will receive a \$100 increase in 1998 and 1999 and an additional \$100 increase in 2000. Twenty five Superior Officers will receive a \$100 increase in 2000.

PBA	1998	1999	2000
	4200	4200	8400
SOA			2500

Cost of Implementing SOA Salary Step Modification and First Class Pay:

Using the scattergram information provided by Counsel to the Prosecutor on May 4, 1999, the SOA Salary Step Modification may affect one Sergeant (all other Sergeants are at First Class Status, beyond the Step 4 amount), and the SOA Salary Step Modification may affect five lieutenants (three lieutenants are already at top step) and may affect one Captain. Since the record does not indicate how long these officers have been at the same step level, the undersigned can not more precisely identify the number of Superior Officers who will benefit from this modification.

With regard to First Class Pay, there are eight Lieutenants and one Captain who could benefit from this modification. Since the record does not indicate how long these officers have been Superior Officers in Union County, the undersigned can not more precisely identify the number of Superior Officers who will benefit from this modification.

There does not appear to be any cost in implementing the Personal Leave modification.

Effective Jan. 1, 2000, employees placed on stand-by or in a designated on-call basis shall be compensated by receiving a straight time credit of 25% of the hours assigned to stand-by or on call status. This benefit, payable in compensatory time, can not be costed at this time because the compensatory time will be earned in 2000 based on the number of hours that employees will be placed on stand-by or in a designated on-call basis, a discretionary

management decision.

Implementation of the Overtime and Payroll Distribution modifications will have no monetary impact.

In the area of health insurance, those single Superior Officers who elect to retain the traditional indemnity plan will incur an expense, in 2000, of \$20 per month or \$240 per year. Those Superior Officers, with family coverage, who elect to retain the traditional indemnity plan will incur an expense in 2000 of \$66.00 per month or \$792 per year. Since there is no information available to indicate how many Superior Officers, if any, will elect to retain the traditional indemnity plan, the economic impact of this modification can not be estimated.

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.

Each party maintains that adoption of its position will enhance the continuity and stability of employment of these units. As noted above, PBA indicates that, in a four month period at the end of 1998, four investigative staff personnel left this office. Three of these officers went to work for local police departments and the fourth officer joined the FBI. PBA cautions that a continuation of this trend will undermine the stability of this department. The undersigned has reviewed the scattergram of employees on the payroll at the end of 1997 and notes that seven of the 42 Detectives were hired during the three year period covering the most recent agreement, with three hires in 1995, two hires in 1996 and two hires in 1997. These figures do not demonstrate a

turbulent turnover problem jeopardizing the stability of this unit. The undersigned notes that the Prosecutor's Office has been able to attract replacements when needed and to retain a competent and professional investigative force. In any event, the undersigned believes that the adoption and implementation of the pay increases and other economic enhancements included in this award, will provide employees with significant improvements in working conditions and encourage employees to pursue a career path in the Detective and Investigator Unit as well as the Superior Officers unit. The undersigned believes that the compensation package developed in this award is fair and reasonable. A fair and reasonable compensation package coupled with other economic improvements, applied within the confines of budgetary constraints, should promote the stability and continuity of employment in this unit by encouraging employees to persevere in their law enforcement efforts on behalf of the Prosecutor's Office and serve the interests of the County residents.

In the resolution of this dispute, the undersigned has deemed each of the statutory criteria relevant (except for the criteria which the parties stipulated were not relevant to the disposition of this matter) and has assigned due weight to the criteria discussed above. In addition, the undersigned has carefully considered the evidence and arguments presented by the parties. In this analysis, the undersigned has assigned considerable weight to the trend in private sector increases and other public sector increases generally as well as the current rate of increase in the Consumer Price Index. The undersigned has given significant weight to the internal settlements in Union County. The undersigned has considered the average rate of increases among the other

Prosecutor agencies in New Jersey but has awarded a somewhat lower percentage package in order to reasonably accommodate the introduction of other economic improvements. In my role as an arbitrator with conventional authority, I have sought to develop an award which addresses and balances the concerns of both parties. The undersigned believes that the interests and welfare of the public will benefit by an Award containing a reasonable compensation package which will have a modest financial impact on the County's residents and taxpayers and contribute to the continuity and stability of employment in this negotiations unit.

Accordingly, based on an evaluation of the evidence submitted and the arguments advanced by each party and, after due consideration of each of the statutory criteria contained in N.J.S.A. 34:13A-16, the undersigned renders the following

INTEREST ARBITRATION AWARD

1. Term

The term of the agreement shall be from January 1, 1998 through December 31, 2000.

2. Salary Increases:

Effective 1/1/98: 3.5%

Effective 1/1/99: 3.5%

Effective 1/1/2000: 3.5%

3. Clothing Maintenance and Allowance

- a. Effective 1/1/98, the clothing maintenance and allowance in the PBA unit shall be \$600. A voucher shall not be required in either the PBA or SOA units.

- b. **Effective 1/1/2000, the clothing maintenance and allowance in the PBA and SOA units shall increase to \$700.**

4. SOA Salary Guide Steps

- a. **Section 2 of Article XXI of the SOA agreement shall be modified to substitute 12 months for 24 months as the maximum period for remaining at the same step level. In addition, the clause shall indicate that the annual step movement shall be automatic.**

5. First Class Pay

- a. **Section 3 of Article XXI of the SOA agreement shall be amended to indicate that it applies to Sergeants only.**
- b. **Effective, Jan. 1, 2000, Section 4 of Article XXI of the SOA agreement shall be added and shall read as follows:**

First Class pay status shall be an entitlement of Lieutenants and Captains who qualify by achieving 30 "salary points". A Lieutenant or Captain shall earn 3 "salary points" for each year of employment as a superior officer (Sergeant, Lieutenant or Captain) at the Union County Prosecutor's Office. When a Lieutenant or Captain has accumulated 30 "salary points" as described in this section, said officer shall be entitled to first class pay status thereafter.

6. Personal Day Use

- a. **Section 2 of Article X shall be amended to read as follows:**

Applications for the use of personal leave immediately before or after any vacation period, holiday, or weekend shall be subject to the approval of the Prosecutor or his designee.

7. Stand-By Compensation

- a. **Effective Jan. 1, 2000, employees placed on stand-by or in a designated on-call basis shall be compensated by receiving a straight time credit of 25% of the hours assigned to stand-by or on call status. Payment shall be in compensatory time for all time on such status, Said time shall be placed in a compensatory time off bank. Employees called out for duty from stand-by time shall receive compensation at the overtime rate for hours worked in addition to the stand-by compensatory time.**

8. Overtime

- a. **Effective Jan. 1, 2000, the SOA agreement shall be amended to provide that the standard work week shall be forty (40) hours inclusive of meal periods and overtime shall be paid for work in excess of forty (40) hours per week.**
- b. **Effective Jan. 1, 2000, the PBA and SOA agreement shall be modified to establish a 480 hour cap on the accumulation of compensatory time.**

9. Health Insurance

- a. **Effective January 1, 2000, or as soon thereafter as possible, Article XXIII shall be modified to include the Health Insurance revisions contained in Paragraph 4 of the Prosecutor's Final Offer, attached hereto as Exhibit 1. The new provisions in Article XXIII of the SOA Agreement shall be identical to Health Insurance provisions found in Article IX of the Prosecutor/PBA 250 – Detectives and Investigators agreement.**

10. Non- Economic – Payroll Distribution

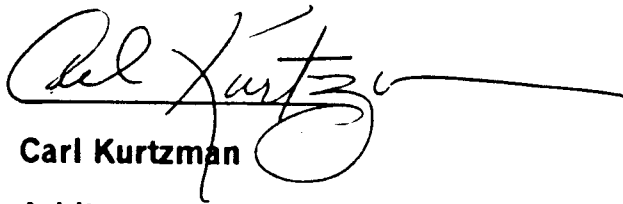
- a. **The PBA and SOA contracts shall be amended to include the following: Effective January 1, 2000, paychecks will be distributed on a bi-weekly basis and employees will be provided with a "direct deposit" option.**

11. Non-Economic – Grievance Procedure

**1. The PBA and SOA contracts shall be amended to include the following:
Effective January 1, 2000, the respective grievance procedures will be amended to permit the Prosecutor to respond at steps one through three in five working days instead of the current three working days.**

12. All other proposals made by both parties are denied.

13. All of the provisions of the prior agreement shall be retained in the new agreement, except as modified by this award or the agreement of the parties.



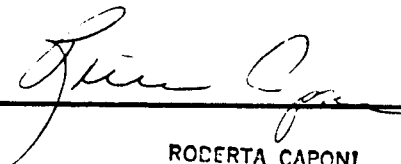
**Carl Kurtzman
Arbitrator**

Dated: June 30, 1999

State of New York)

County of Nassau)

On the 30th day of June, 1999, before me personally came and appeared Carl Kurtzman, to me known and known to me to be the person described herein who executed the foregoing instrument, and he acknowledged to me that he executed the same.



**ROBERTA CAPONI
NOTARY PUBLIC, State of New York
No. 470025
Qualified in Nassau County
Commission Expires February 28, 2000**

CARL KURTZMAN

Arbitration · Mediation · Fact Finding

April 26, 1999


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**RE: Union Co. Prosecutor's Office
and
PBA Local 250 (Det/Invest.)
Docket No. IA-99-6**

This will confirm that the parties in the above-docketed matter have agreed to extend the period of time in which to issue an interest arbitration award to July 15, 1999.


Union County Prosecutor


PBA Local 250

THE PROSECUTOR'S FINAL OFFER

1. Wages:

A. 3.5% effective 1/1/98, 1/1/99 and 1/1/2000

B. Clarify SOA Agreement as follows:

"First Class (1st Class) pay status shall be an entitlement of bargaining unit employees in the rank of sergeant, who qualify by achieving 30 "salary points" while in the rank of sergeant. Salary points shall be the total points earned under the following formula. An employee shall earn one "salary point" for each year as a sworn law enforcement officer in the rank of Sergeant, prior to joining the Union County Prosecutor's Office. An employee shall earn three "salary points" for each year of employment as a sergeant at the Union County Prosecutor's Office. Using the above formula, when a sergeant has accumulated 30 "salary points" then said employee shall be entitled to first class pay status in the rank of sergeant."

2. Clothing: Increase clothing allowance for PBA 250 to \$600.00 - same as Superior Officers. Effective 1/1/2000, increase clothing allowance for both groups to \$650.00. Eliminate voucher requirement.

3. Overtime:

A. Modify SOA Agreement to reflect that workweek is 40 hours inclusive of lunch and that Overtime begins after 40 hours.

B. Modify Section 3 to provide as follows:

Employees may choose whether to receive paid overtime or compensatory time off. In the event that an employee elects to receive compensatory time off in lieu of overtime payments, employees will be compensated at the rate of time and one-half to a maximum of 480 hours. All compensatory time will be placed in a bank and may be used by the employee as long as the request for time off does not unduly disrupt the operations of the Department. The compensatory time bank will be inclusive of any existing compensatory time earned prior to the execution of this Agreement. Once the employee's compensatory time bank has reached the maximum of 480 hours and thereafter, all overtime shall be paid in cash.

C. Add new Section 4 to provide:

An employee "on-call" shall be entitled to overtime beginning when the employee returns to the work premises or when the employee reaches the location to which he is directed. Employees shall not be entitled to overtime compensation for travel time.

4. Health Insurance: Modify SOA Agreement to add Blue Select program as follows:

Section 1. Revise to state the following:

During the term of this Agreement, employees covered hereunder shall be provided with a drug prescription plan as follows:

- (A) Co-payment provisions shall be:
- \$10.00 co-pay per prescription for brand name where generic is available;
 - \$5.00 co-pay per prescription for brand name where no generic is available or brand name is required by the doctor
 - \$3.00 co-pay per prescription for generic;
 - No co-pay for mail order prescription;
 - No flow through of prescription co-payments to the major medical portion of the health insurance coverage.
- (B) The prescription network known as "MEDCO" (CCN II network) will be implemented.

Section 4. Revise to state the following:

During the term of this Agreement, employees covered hereunder shall be provided with a health prescription plan as follows:

- (A) Deductible for any one benefit period shall be Two Hundred (\$200.00) dollars for each employee and an additional Two Hundred (\$200.00) dollars for eligible dependents for a total of Four Hundred (\$400.00) dollars if dependent coverage is involved. Co-payment by employees for major medical coverage shall be 20% of the first Five Thousand (\$5,000.00) dollars for eligible dependents.
- (B) There shall be Pre-Admission Review ("PAR") and Mandatory Second Surgical Opinion ("MSSOP") with 50% cutback applicable to health insurance coverage, and employees with dependent

coverage shall pay up to \$10.00 per month if the cost of insurance increases over the cost of the base year of May 1, 1992 to April 30, 1993.

- (C) Effective January 1, 2000 or as soon thereafter as possible, the Blue Cross/Blue Shield insurance coverage program known and designated as "Blue Select" will replace the traditional indemnity health insurance coverage currently being provided by the employer. Employees shall have the right to maintain the traditional indemnity health insurance coverage provided they pay the difference between the Blue Select coverage and the traditional indemnity coverage with payments to be made on a monthly basis by payroll deduction at an amount not to exceed \$35.00 per month for single coverage and \$75.00 per month for family coverage.

5. Grievance Procedure:

Increase days to respond at steps one through three from three (3) to five (5) working days.

6. Payroll: Provide as follows: Effective January 1, 2000, paychecks will be distributed on a bi-weekly basis (e.g., every two (2) weeks) and employees will be provided with a "direct deposit" option and will execute all forms necessary to effectuate that option.

Exhibit 2

1. Wage Increase - a) the Association propose an across the board increase on January 1st of each of three consecutive years in the amount of 5% per year. b) The Superior Officers Association proposes a reduction in the current two year steps to one year each at those steps. c) The SOA proposes that first class pay, now only available for Investigator and Sergeant, will be effective in the future for the additional ranks of lieutenant and captain.
2. Clothing Allowance - The Associations propose that the current PBA Investigators/Detective allowance of \$500.00 be increased to \$600.00 as is currently made available to the SOA. Following said equalization both parties would receive a \$100.00 increase annually.
3. Personal Day Use - the Associations propose the removal of the current restrictions on access to personal day use. Specific language for the proposed modification is set forth in the record at the initial Association proposal (P-1) at paragraph #3.
4. Sick Leave Utilization at Retirement - the Associations propose that the current \$7,500 limit be increased to a \$10,000 maximum. This proposal is set forth at the initial proposal (P-1) at paragraph #5.
5. Schedule Stability - the Associations have proposed several modifications to the current process which are focused on Schedule Stability. The specific language sought in this subject area is set forth on Exhibit P-1 and paragraph #7.

3. **PERSONAL BUSINESS AND RELIGIOUS LEAVE** - The Associations propose increased flexibility in utilization of this benefit. Specific revision is sought in the restriction on use before or after vacation periods, holidays or weekend time otherwise available.
5. **SICK LEAVE** - The Associations propose a deletion of the current maximum on the value of sick accumulation. The restriction currently appears in schedule C annexed to the contracts. An employee would therefore upon retirement have access to full value of all accumulated sick time calculated at the employee's then current daily rate at the time of separation. *with a maximum of 12,000*
7. **SCHEDULE STABILITY** - The Associations propose the following new language be added to the contract for the purposes of stabilization of work schedule:
- a. Any schedule change on less than 14 calendar days notice shall result in the alter time being paid at the overtime rate. *(just day)*
 - b. In the event that a Monday to Friday employee is required to work on a weekend day then the employee shall have the option of selecting another day off during the same seven day work cycle, or in the alternative specify that the weekend day be paid at the overtime rate.
 - c. The call out minimum shall be four hours at the overtime rate.
 - d. Anyone placed on standby or in a designated on call basis shall be compensated by payment of 25% rate in compensatory time for all time on such status. Said time shall be placed in a compensatory time off bank.

