

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of Interest Arbitration Between

CAMDEN COUNTY PROSECUTOR

"Public Employer"

-and-

**CAMDEN COUNTY PROSECUTOR'S
OFFICE INVESTIGATORS,
PBA LOCAL NO. 316**

"Union."

**INTEREST ARBITRATION
DECISION
AND
AWARD**

Docket No. IA-99-37

**Before
James W. Mastriani
Arbitrator**

Appearances:

For the Employer:

Michael E. Heston, Esq.
Obermayer Rebmann Maxwell
& Hippel, LLP

For the Union:

Richard Loccke, Esq.
Loccke & Correia, P.A.

I was appointed arbitrator by the New Jersey Public Employment Relations Commission on February 10, 1999 in accordance with P.L. 1995, c. 425, in this matter involving the Camden County Prosecutor [the "Employer" or "Prosecutor"] and PBA, Local 316 [the "PBA"]. Pre-arbitration mediation was held on July 8, 1999. Because the impasse was not resolved, formal interest arbitration hearings were held on December 7 and 8, 1999 at which the parties examined witnesses and introduced evidence. Witnesses testifying at the hearing included Detective William Gonzalez, Mr. Dodson, David McPeak, Camden County Chief Financial Officer, Joseph Audino, Administrative Supervisor in the Prosecutor's Office. A post-hearing mediation session was held on March 6, 2000, but no settlement was reached. The parties mutually agreed to have the unresolved issues decided by final offer arbitration requiring that the economic issues be decided in a single package and, with respect to non-economic issues, that the final offer of the Prosecutor or of the PBA be selected for each issue. Post-hearing briefs were submitted by April 28, 2000.

FINAL OFFERS OF THE PARTIES

The Prosecutor and the PBA submitted the following final offers:

PBA LOCAL 316

Economic Issues

1. Duration--January 1, 1999 to December 31, 2001.

2. Wages--

Eliminate the 18 month requirement of the training step and the 24 month requirement of Steps 1 and 2 and replace with a requirement of only twelve months, while maintaining the seven step salary structure with the following wage increases:

Wage Steps:

Training	2%
1	2%
2	3%
3	3%
4	4%
5	4%
6	4.5%
7	4.5%
Senior Investigator	4.5%

The pay raises proposed above are to occur on July 1, 1999, January 1, 2000 and January 1, 2001.

3. Senior Officer Pay--

The current practice of employer discretion with respect to Senior Officer Pay Rate shall continue as such senior officer pay rate shall not be withheld beyond completion of the 20th year of police service. The term "police service" is

meant to be defined consistent with the New Jersey Police and Fire Pension Statute Law.

Non-Economic Issues:

4. Light Duty Definition--

The PBA requests a light duty definition. The PBA wishes to know under what standards and occasions light duty will be available.

5. SOP Notice--

Each bargaining unit member shall be provided with an SOP Manual. Whenever there is a change in the Manual or in any order of general nature, then the PBA is to be provided with a copy of the said change at least thirty (30) days before the change is to become effective. Compliance is expected of the bargaining unit members. This 30 day advanced notice time period can only be violated in emergent situations.

The Camden County Prosecutor

Economic Issues:

1. Duration--January 1, 1999 to December 31, 2002.

2. Wages--

Preserve the current pay step structure with the following wage increases:

Effective January 1, 1999	3%
Effective January 1, 2000	3%
Effective January 1, 2001	3.75%
Effective January 1, 2003	3.75%

Also, an additional .5% increase over four (4) years to be applied to non-salary items.

3. Article XXVI, Insurance--

- A) Elimination of the traditional health insurance indemnity plan as an option.
- B) Increase the co-payment under the pre-paid prescription drug plan as follows:

<u>Generic Drugs</u>	<u>Brand Name Drugs</u>
\$0.00 to \$2.00	\$4.00 to \$5.00

Non-Economic Issues:

4. Standard Operating Procedure (SOP) Manual Notice--

Establish a two week comment period for the Union on the Prosecutor's proposed or revised policies in the Standard Operating Procedures Manual.

5. Light Duty-Medical or Related Care--

Effective January 1, 1999, investigators will not have the right, or entitlement to a presumption, that if they have been injured on duty, and are actually performing work for the County,

- a) that they will be entitled to receive medical care during working hours or,
- b) that in absence of the receipt of medical care during working hours, they will receive their regular pay for the time spent receiving medical care during non-working hours.

6. Light Duty - Definition of Policy--

- (a) The Prosecutor's Light Duty Policy shall not be incorporated into a new Collective Bargaining Agreement.
- (b) The Prosecutor may set forth Light Duty Policies in his Standard Operating Procedures Manual, or may rely upon the Light Duty policies incorporated into the County's Policy and Procedure Manual.

The County and the PBA have offered testimony and considerable documentary evidence in support of their final offers. Several of these exhibits consisted of more than one document. I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8) which I find relevant to the resolution of these negotiations. I am also required to indicate which of these factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor. These factors, commonly called the statutory criteria, are as follows:

- (1) The interests and welfare of the public. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by (P.L. 1976, c. 68 (C. 40A:4-45.1 et seq.)).
- (2) Comparison of the wages, salaries, hours, and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employees performing the same or similar services and with other employees generally:

(a) In private employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.

(b) In public employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.

(c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with section 5 of P.L. 1995. c. 425 (C.34:13A-16.2) provided, however, each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.

(3) The overall compensation presently received by the employees, inclusive of direct wages, salary, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.

(4) Stipulations of the parties.

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

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

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

- (7) The cost of living.
- (8) The continuity and stability of employment including seniority rights and such other factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours and conditions of employment through collective negotiations and collective bargaining between the parties in the public service and in private employment.

BACKGROUND

The Prosecutor's Office in Camden County operates in an environment that includes a mix of middle class residential suburban communities and the City of Camden with its urban environment, lower income levels and crime rates. The City of Camden presents the Prosecutor's Office with increased work load and law enforcement challenges. On a regular basis, investigative staff from the Camden County Prosecutor's Office wear uniforms and patrol the streets of Camden. The Camden County Prosecutor's Office has assumed the role of "monitor" of the City's Police Department.

The Camden County Prosecutor's Office includes 85 sworn Investigators. According to its Mission Statement, it is responsible for "overseeing and coordinating the enforcement of the criminal laws of the State of New Jersey" in

Camden County. The Prosecutor's Office Mission Statement provides further that it "serves a broad leadership role working with law enforcement officials at all levels to achieve uniformity in State criminal justice, juvenile justice and law enforcement in general." Investigators serve at the pleasure of the Prosecutor as necessary to assist in the "detection, apprehension, arrest and conviction of offenders against the law."

The Camden County Prosecutor's Office includes the following units: Administrative, Major Crimes/Organized Crime, Homicide, Career Criminal, Child Abuse, Narcotics, Fugitive, Trial Section, Juvenile, Grand Jury, Motions, Megan's Law, Appeals, Forfeiture, Domestic Violence, Special Prosecutions, as well as the Office of Victim-Witness Advocacy, Public Government Relations, the Scientific Unit and the Intelligence Unit.

As of 1997, the population of Camden County was 504,591 people. At that time there were 174,404 parcels of land, 148,422 of which were residential, 7,868 were commercial, 750 were industrial, and 15,577 were vacant. In 1997, the average median value of a one family home was \$99,300.

Over the past few years, Camden County has been financially healthy, maintaining an average surplus of approximately \$6 million dollars. In 1995 the results of operations was \$5,251,709. In 1996 the results of operations was

\$7,617,384. In 1997 the results of operations was \$4,325,544 and in 1998, it was \$6,888,664.

Tax rates have been stable with the tax rate decreasing from 0.8270 in 1996 to 0.8240 in 1997 and remaining the same for 1998. At the same time the tax levy has also remained relatively stable changing by less than one percent from 1996 to 1998, then increasing by 4.69% in 1999. In 1996 the amount the County raised through taxation was \$164,970,579. That amount was \$164,960,579 in 1997, decreased to \$165,300,579 in 1998 and then increased to \$172,002,914 in 1999. Assessed values increased from \$18,987,753,086 in 1997 to \$19,131,486,11 in 1998.

The County's borrowing power is strong with a net debt of \$99,700,528 and remaining borrowing authority of \$300,301,894. Camden County's per capita debt ranks fifteenth among the 21 counties in the State and its Moody's Credit rating is AAA.

At a May 27, 1999 awards ceremony, Camden County Prosecutor Lee A. Solomon presented Prosecutor's Service Awards to six employees of the Prosecutor's Office, another officer received a Valor Award, and twelve received Letters of Commendation.

The Prosecutor and the PBA have expertly and comprehensively set forth their positions, arguments and evidence in support of their respective positions. They are summarized as follows.

POSITIONS OF THE PARTIES

PBA, LOCAL 316

Initially, the PBA asserts that the Prosecutor's final offer is defective and can not be awarded because it has deferred to the arbitrator the task of assigning a value to some items not specifically referenced. Additionally the PBA argues that the Prosecutor failed to submit a fair and final position that can be evaluated and costed out. According to the PBA these deficiencies render the final offer so flawed that it may not be awarded. As an additional procedural flaw, the PBA contends that the Prosecutor did not define which elements of its package it considers economic and which are non-economic.

Addressing the merits of its final offer, the PBA begins with a description of the challenges and achievements of the Prosecutor's Office. Noting that the Prosecutor's Office is one of the busiest in New Jersey, the PBA cites statistics placing Camden County as third in the State in the number of offenses, as well as in the number of both violent and non-violent crimes and in the number of cases cleared. More specifically, the PBA relies upon the Uniform Crime Reports to show that Camden County ranks second with respect to murders and rape and

domestic violence assault and third with respect to robbery in general and aggravated assault. Additionally, Camden County ranks first with respect to the number of bank robberies and bus assaults. Camden County generally ranks between second and fourth in most categories of crime.

For additional evidence of the level of activity in the Prosecutor's Office, the PBA notes that of 3,276 defendants presented to the Grand Jury in a single year, 3,258 were indicted. The PBA also notes that as a result of the efforts of employees in the Prosecutor's Office property worth \$150,879.53 was forfeited in 1998.

The PBA points to innovative programs and aggressive priorities in the Prosecutor's Office. Citing the testimony of Detective Gonzalez, the PBA points out that Camden County Prosecutor's Office is the only one in the State with a uniformed patrol force. In addition to its recent role as "monitor" of the City of Camden Police Department, the PBA points to new training and inter-agency initiatives undertaken by the Prosecutor's Office. Again relying upon Detective Gonzalez's testimony, the PBA notes that the Prosecutor's Office works frequently with the Camden City Police Department and the New Jersey State Police, which also patrols Camden regularly. The PBA finds further evidence of the excellent working relationship among the various police agencies in the recognition for meritorious service awards given by Camden County Prosecutor Lee A. Solomon.

The PBA describes the investigative officers in the Prosecutor's Office as "the police officer's police officer" and cites their specialized training and experience. According to the PBA, Officers have specialized in victim/witness assistance, forensics, child abuse, rape, and homicide. However, the PBA notes that in the four years prior to this proceeding, 25 of the 90 officers left the bargaining unit for a variety of reasons. Those reasons include the murder of an investigator during a shootout in a hostage situation as well as more routine separations resulting from resignation, retirement and promotion. According to the PBA, seven officers left through promotion, four retired, two died, three were discharged and nine left for other law enforcement positions. Of the nine officers who accepted other law enforcement employment, they went to work for Federal Customs, the FBI, the State Police and four individuals now work in private industry. The PBA notes that one of those officers, Detective Ngo, was fluent in Vietnamese and Cambodian, a valuable skill given the ethnicity of Camden residents.

Accordingly, the PBA argues that the interest and welfare of the public is well served by investigators in the Prosecutor's Office, the work load and skill are among the most challenging in law enforcement in the State and the productivity and proficiency of the Prosecutor's Office is apparent.

Turning to the comparability criteria, the PBA contends that they provide strong support for its final offer. According to the PBA, Camden County Prosecutor's Investigators are among the poorest paid staff personnel in the Office. The PBA maintains that virtually all other staff in the Camden County Prosecutor's Office are paid at a higher relative position compared to their peers on a statewide basis than are the Investigators. Citing an impartial study conducted by the New Jersey Attorney General's Office, Department of Law and Public Safety titled "1998 Staffing Resource Analysis of the Offices of the County Prosecutors and the Division of Criminal Justice", the PBA asserts that the salary comparisons, by title, contained in the report shows that relative wages for Investigators are poor compared to relative wages for other employees in the Prosecutor's Office based upon a statewide comparison. The following chart illustrates the PBA's assertion:

**RANK OF CAMDEN PROSECUTOR'S OFFICE BY MEDIAN SALARY PAID OT
SPECIFIC JOB TITLES - IN COMPARISON TO ALL 21 NEW JERSEY COUNTY
PROSECUTOR'S OFFICES**

POSITION	MEDIAN SALARY RANK
Support Personnel	1
Office Manager	2
Prosecutor's Secretaries	2
Victim/Witness Coordinator	2
Chief of Detectives	3
Deputy Chief of Detectives	4
Lieutenant of Detectives	4
Captain of Detectives	5
Sergeant of Detectives	5
Secretary and Clerical	6
Assistant Prosecutors	7
Investigators	8

Pointing out that the Investigators receive relatively less compensation than other positions within their chain of command, the PBA notes that Prosecutors throughout the State received double digit increases in each of three years under legislation signed by Governor Whitman. The PBA also cites the Attorney General's Manual for statistics comparing the relative length of service compared to other positions throughout the State. According to that comparison, Investigators employed by the Camden County Prosecutor's Office rank last in the State.

CAMDEN COUNTY PROSECUTOR'S OFFICE RANKING AMONG ALL 21 NEW JERSEY COUNTY PROSECUTOR'S OFFICES AS TO LENGTH OF SERVICE

POSITION	MEDIAN SALARY RANK
Dep. Chief of Investigations	5
Prosecutor's Secretary	6
Secretarial/Clerical	8
Support Personnel	9
Victim/Witness Coordinator	9
Captain of Investigations	11
First Assistant Prosecutor	12
Assistant Prosecutor	13
Chief of Detectives	13
Sergeant of Investigations	13
Lieutenant of Investigations	15
Office Manager	17
Prosecutor's Office Investigators	21

The PBA maintains that there is a correlation between the poor relative compensation of the Investigators and the poor level of employee retention. The PBA notes that the Employer acknowledged the low retention level when it

presented the statistic that the average term of office for Investigators is 8.45 years.

The PBA points out that members of the Prosecutor's Office Investigatory Staff serve "at the pleasure of the Prosecutor" in contrast to municipal and county police who are protected by the Police Tenure Act, N.J.S.A. 40A:14-147, providing that county and municipal police may be removed only for cause after certain statutory procedures are followed. Referring back to the average length of tenure in the Prosecutor's Office, the PBA notes that the 8.45 years is less time than the 9.5 years that it takes to reach maximum pay. In making that comparison, the PBA asserts that the length of time that it takes to reach maximum pay is among the longest in all of law enforcement and far above average. The PBA also notes that in contrast to other law enforcement agencies, only the Camden County Prosecutor's Office has steps that are longer than one year in length. Comparing the 9.5 years required for investigative staff to reach top pay at the Camden County Prosecutor's Office with the average of 6.77 years required for other bargaining units including the Prosecutor's Offices in Bergen, Somerset, Atlantic, Monmouth, Middlesex, Ocean, Mercer Counties, as well as police in Camden City, the Camden County Sheriff's Office, and the Camden County Park Police, the PBA concludes that it takes almost 50% more time to reach maximum in the Camden County Prosecutor's Office.

The PBA seeks to modify the time it takes to reach maximum by proposing that all steps, including steps one and two, be twelve months in length. The PBA's proposal would result in a guide that takes seven years to reach maximum. According to the PBA, even under its proposed step guide, the guide Prosecutor's Office employees would be longer than average, but would be more realistic and would provide a better career path and enhance the probability that employees' length of service would increase.

The PBA also asserts that the top step pay rate in the Prosecutor's Office is below average when compared with comparable law enforcement agencies. According to the PBA, those agencies include counties with urban centers and law enforcement demands similar to those in Camden County. Accordingly, the PBA argues that the counties most appropriate for comparison are Atlantic, Bergen, Camden, Essex, Hudson, Mercer, Middlesex, Monmouth, Ocean and Union. In comparison, the PBA notes that the Employer emphasizes comparison with more rural counties of Salem, Gloucester and Cumberland. The PBA notes that when looking at the number of years to top step, other Camden County agreements such as the Camden County Sheriff's Office and the Camden County Park Police require only three years to reach top step.

Addressing rates of pay, the PBA asserts that it does not seek to achieve pay rates similar to those received by some comparable counties to the north. The PBA notes that base pay for an investigator in Monmouth County is \$70,000,

in Middlesex County in 1998 is \$67,105, and in Bergen County is \$79,000. The PBA points out that the Camden County Prosecutor's longevity plan provides a 6% maximum, but with a dollar cap of \$2,520 resulting in a maximum well below 6%. According to the PBA, 6% of 1998 top step pay is \$3,421, or \$901 more than is permitted by the agreement. The PBA calculates that the maximum longevity pay of \$2,520 is only 4% when compared to the 1998 maximum pay rate. Therefore, the PBA concludes that longevity pay in the Camden County Prosecutor's Office, already among the poorest in the state, is shrinking.

The PBA takes issue with the Employer's use of the Senior Investigator pay rate as the maximum pay rate because that pay rate is a promotional rate which is discretionary and is not guaranteed. In support of that argument, the PBA cites Article XXV of the parties' agreement that provides, "the Prosecutor may designate certain investigators to be senior investigators. This designation shall be considered a promotion." The PBA maintains that as long as the senior investigator rate is considered promotional, it can not be used for comparison of base pay. The PBA points out that its final offer addresses this deficiency by making the step automatic if the Prosecutor has not exercised discretion to promote to senior officer pay by the 20th year of police service. The PBA contends that this proposal enhances the career path and encourages employees, who would otherwise be short-term employees, to continue their employment in the Prosecutor's Office. According to the PBA, this is one of the strong points of its final offer, particularly compared to the Employer's final offer

which does not seek to improve upon the average tenure of 8.45 years. The PBA emphasizes the value of experience, as well as the cost of training new people. Citing the testimony of Detective Gonzalez, the PBA explains its view that one goal of the compensation program is to enhance the career path of employees and serve the interest and welfare of the public by retaining skilled personnel to perform sophisticated law enforcement tasks and duties.

Turning to the rates of increase in comparable agencies, the PBA asserts that the average rate of increase in 1999 is 4.14%, and in 2000 is 3.79%, and in 2001 is 4.0%. Looking only at the average rate of increase in other Prosecutors' office contracts, the PBA calculates that the average rate of increase is 3.965 in 1999, 3.79 in 2000 and 4.0% in 2001.

In contrast, the PBA argues that the Employer's position at hearing was prepared and presented by the County, rather than the Prosecutor, who is a constitutional officer and is the employer of the members of the bargaining unit. Accordingly, the PBA contends that the Prosecutor is a separate employer from the County and the County's employees are therefore not an internal comparison for bargaining units employed by the Prosecutor. Additionally, the PBA asserts that the Camden County settlements relied upon by the Employer are not relevant. Citing the testimony of County representative Richard Dodson, the PBA points out that several settlements the County cited remained the subject of negotiations and that no memoranda of agreement were in existence.

Addressing the tentative agreement between Camden County and PBA, Local 351, the PBA points out that there are several benefits not offered to the PBA in this proceeding which have monetary value in addition to the wage package. Those benefits include a paid range of time at the rate of time and one half, which the PBA calculates is worth 8/10^{ths} of one percent, and an increase in the uniform allowance of \$75.00 per year, which has a value of 2/10ths of one percent. The PBA also addresses the document called "Terms of Settlement with Council 10", which includes a substantial increase in the clothing allowance, payment for bilingual titles, increases in health and welfare payments to the union, and adjustments to the hourly rates for senior journeymen titles. The PBA points to Mr. Dodson's testimony that these adjustments were worth approximately 2.6%.

In place of the comparisons with employees of Camden County, the PBA relies upon the agreement between the Camden County Prosecutor and the Assistant Prosecutors Association. That agreement provides increases of 4.0% in 1999, 4.0% in 2000 and 3.9% for 2001, for a total increase of 11.9% over three years with no compounding.

Turning to comparison with the private sector, the PBA suggests that such comparisons deserve little weight when law enforcement is at issue. Relying upon a recent interest arbitration award in Borough of River Edge, where

Arbitrator Carl Kurtzman discussed the unique responsibilities of public sector police officers, and accorded the private sector comparison minimal weight. The PBA urges that private sector comparisons not be considered controlling in this case.

The PBA expands upon the unique nature of police work citing the need for police to be prepared to act at all times, the right to be armed and laws unique to police officers. As examples, the PBA cites the lack of portability of police pensions after age 35; their exemption from coverage by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-56a, et. seq. and the Fair Labor Standards Act, 29 U.S.C.A. sec. 201, et. seq.; specific statutory qualifications for police employment including U.S. citizenship, physical health, moral character, and no criminal record, N.J.S.A. 40A:14-122; residency requirement, N.J.S.A. 40A:14-122.8; statutory hiring criteria, N.J.S.A. 40A:14-123.1a; statutory age restrictions for initial employment as a police officer, N.J.S.A. 40A:14-127.1. statutory acceptance into the Police Retirement System, N.J.S.A. 40A:14-127.3; statutorily created minimum wage for police officers below the New Jersey minimum wage, N.J.S.A. 40A:14-131; statutory governance of the length of the work week, N.J.S.A. 40A:14-133; statutory limitation on the overtime rates, N.J.S.A. 40A:14-134; maximum age of employment; exemption from ERISA; and coverage by unique statutorily created hearing and complaint procedures for departmental charges. N.J.S.A. 40A:14-147-151.

Above all, the PBA stresses the obligation entailed with the power of arrest as conferred by N.J.S.A. 40A:14-147-152.1, as well as the authority to carry a weapon at any time. The PBA also points to other qualities unique to police work such as the training received at the police academy and limitations on mobility not duplicated in the private sector.

Based upon these differences, the PBA asserts that local comparisons with other police departments are more relevant. In support of that contention, the PBA quotes Interest Arbitrator William Weinberg's award in the Village of Ridgewood. According to the PBA, "the police officer lives and works within a narrowly structured, statutorily created environment in a paramilitary setting with little or no mobility." For these reasons, the PBA maintains that comparison of private sector work generally to a police career should result in police employees receiving compensation at a higher level than private sector employees generally.

Addressing the stipulations of the parties, the PBA points out that the parties have agreed that the Interest Arbitrator has last best offer authority on economic issues.

Turning to the lawful authority of the employer, the PBA argues that the Cap law does not apply to the Prosecutor's Office. According to the PBA, funding for prosecutor's offices is controlled by a statute other than the Cap law

and that statute addresses the prosecutor's offices' need for budgetary flexibility and autonomy. The PBA, citing In re: Application of Begley, 55 N.J. 53 (1969), argues that the County Freeholders do not have authority over the Prosecutors' Offices' expenditures. Rather, at the county level, only the Assignment Judge has authority to review the Prosecutor's budget.

Additionally, the PBA points out that the Cap law does not specifically mention the position of Prosecutor although that position existed when the Cap law was enacted. From this omission the PBA concludes that the legislature did not intend the Cap law to cover the governmental office of Prosecutor.

Before addressing the financial impact on the governing unit, its residents and taxpayers, the PBA provides information on the cost of its final offer. According to the PBA's calculations, its final offer for 1999 results in a weighted average increase of 3.761% for all bargaining unit employees. Excluding the Senior Investigators, the PBA calculates that the weighted average would drop to 3.6142%. In 2000, the PBA calculates that the weighted average increase for all bargaining unit employees would be 4.101%, and excluding the Senior Investigators, the weighted average increase would be 4.021%. The PBA calculates further that for 2001, the weighted average increase for all bargaining unit employees would be 4.35%, and excluding the Senior Investigators, the weighted average increase would be 4.32%. The PBA notes that its calculations do not add to the number of Senior Investigators because the position is

presently promotional. The PBA proposes that the rate increase to Senior Investigator become automatic at 20 years of service. However, the PBA notes that at present all employees with 20 years of police service are already at the senior pay level. According to the PBA, the average increase it seeks over the three year period is 3.983%, accounting for all step level changes as they impact upon different rates of increase. Including the Senior Investigators the three year average is 4.07% according to the PBA.

The PBA points out that its proposed wage increases for the first year of the agreement costs 1.3% less than the Employer's proposal. The PBA explains that the reason for the disparity is that the Prosecutor's proposal is effective January 1, 1999 while the PBA's proposal is effective six months later on July 1, 1999. Therefore, the cost of the PBA's proposal for the first year is 1.8% and the total cost of funding the wage package for the 1999 would be significantly less under its proposal, according to the PBA. In the second year, the PBA's proposal with a weighted average increase of 4.02% would cost 1.02% more than the Employer's proposal according to the PBA. In the third year of the agreement, the PBA asserts that its proposal would cost 4.32%, or .57% more than the Prosecutor's proposed increase of 3.75%. The PBA calculates that the difference between the costs of the wage packages of the parties is .13% annually. The PBA reaches this figure by totaling the new money cost of the Employer's proposal for the first three years (9.75%) and subtracting it from the new money cost of the PBA's three year proposal (10.14%). That difference,

.39%, is then divided by three. Recognizing that the PBA's proposal has a 1.8% delayed cost from the delayed increase in the first year, the PBA calculates that the total difference between the parties' wage offers is 2.19%. However, the PBA then asserts that the .5% that the Employer has provided to the Arbitrator to allocate must be subtracted from that difference. Thus, the PBA calculates that the difference between the parties' positions over the term of the contract is 1.69% or .563% per year. The PBA argues that the impact of such a small difference on the public is *de minimus* and awarding the PBA's position would not adversely impact on the public in this case.

Calculating the actual cost of its proposal, the PBA first calculates that 1% is equal to \$38,563 in the first year. The PBA then calculates that the total difference between the parties is 1.69% multiplied by \$38,563, for a total difference of \$65,171. Dividing that figure by three, for each year of the agreement, the PBA finds that the average annual difference in the proposals is \$21,723. The PBA maintains that such a difference is miniscule, particularly in light of the funds generated by members of the bargaining unit, largely through confiscation. Acknowledging that confiscated money can not be used for salaries, it may be used for other budgeted requirements, creating an offset of other obligations to ease budgetary constraints as applied to salaries.

Although the PBA argues strenuously that the budgetary processes of Camden County have only minimal impact on this proceeding, the PBA

addresses the impact of this bargaining unit on Camden County's budget. Noting that the total bargaining unit budget of \$3,856,378 is extremely small compared to the County's appropriations in its 1999 budget of \$242,880,095, the PBA calculates that the budget for this bargaining unit represents 0.15% of Camden County's budget. The PBA calculates further that a percentage point increase of \$38,563 has an impact on the Camden County budget of .00015% and the difference in the parties' wage proposals over three years would have an impact on Camden County's budget of .00025%. Accordingly, the PBA asserts that the impact of its proposal on the County's budget is almost imperceptible.

The PBA also contends that Camden County is in better fiscal condition now than it has been in many years. In support of this contention the PBA points out that the County tax rate has been reduced or flat since 1995. In 1995 the County tax rate was 0.8453 and it decreased to 0.8270 in 1996 and to 0.8240 in 1997 and 1998. Additionally, the PBA notes that the average increase in the tax levy over the past five years has been 1.02% and the tax levy was reduced from \$164,960,579 in 1997 to \$164,300,597 in 1998. At the same time, the PBA points out that ratables increased from \$18,987,753,086 in 1997 to \$19,131,486,111 in 1998 or an increase in assessed values of \$143,733,025. Pointing to another indicator of fiscal stability, the PBA notes that the County's debt limit is over four billion dollars and its net debt is \$99,700,528. The PBA also points out that the County's annual debt statements show that net equalized debt has decreased from .66% in 1996 to .50% in 1998. Additionally, the

County's credit rating in Moody's Data Book is "AAA". The PBA also points to a "reserve for confiscated money" of \$2,006,103 according to the County's Annual Financial Statement for 1998. The PBA also notes that total County expenditures per capita were reduced almost 2% from 1997 to 1998. At the same time, the PBA points out that the County's year end fund balances increased 12.4% from \$16.8 million in 1997 to \$18.88 million in 1998.

Looking at the Cap, the County used an index rate of 1.5% in 1999. According to the PBA, this demonstrates a lack of cap pressure and significant internal flexibility. Additionally, the PBA notes that the available cap bank was \$888,678 in 1997 and it increased to \$2,664,851 in 1998, without resort to increasing the index rate or using the maximum cap available. The PBA also cites the 1999 anticipated budget surplus of \$5,300,000 or a 10.4% increase of \$500,000 over the prior year's anticipated budget surplus of \$4,800,000. At the same time the fund balance appropriated has been reduced from 31.52% in 1996 to 28.52%, in 1997, the last two-year for which such figures are available. Additionally, the PBA maintains that the County has undertaken numerous new projects. The PBA also raises double digit increases in the County's salary and wage account. For example, the salary and wages allocated to general government increased 14.1%, internal audit increased 64.5% and the Office of the Disabled increased 62.6%. In contrast, the amount allocated to wages and salaries for public safety increased 8.57%. The PBA notes that some of these increases result from added positions, but maintains that the amount of those

increases is in excess of the amount at issue in this proceeding. Notwithstanding the increases in several departments, the PBA notes that the amount allocated for increases in appropriations for salaries and wages for the Prosecutor's Office in 1999 is 3.76%. The PBA contends that the Employer has ample funds to pay for the PBA's final offer in this case. The PBA asserts that no argument can be made that the Employer can not pay for its final offer. The PBA maintains that the County's budget has allocated more money than is needed to fund the PBA's position and stabilized the tax rate at the same time.

The PBA asserts that operations of the Prosecutor's Office have brought in funds that must be considered when examining the funding of bargaining unit salaries. Specifically, the PBA points to a \$150,500 grant designated Federal Law Enforcement Assistance-Prosecutor, from the U.S. Department of Justice which is new to the Prosecutor's Office budget in 1999. Noting that the grant alone has a value of over 3.9% based upon the bargaining unit's cost, the PBA also points to the \$150,879.53 in forfeited property from the Narcotics Unit in 1998. That sum is comprised of \$127,104.53 in cash and \$23,500 in motor vehicles. According to the PBA, these funds serve to relieve funding pressure.

Although the PBA maintains that County operations are not determinative of the Prosecutor's operations as a Constitutional officer, the PBA asserts that it has shown the County's stable fiscal position and is mindful that the Prosecutor's Office serves the entire County, not just the City of Camden.

Turning to the cost of living, the PBA acknowledges that this data is somewhat below its final position. However, the PBA asserts that it is only one of eight criteria and is not a key consideration. Noting that cost of living data is regional, the PBA contends that fluctuations in the cost of living are included in the results of wage increases, awards, and settlements that are the results of all of the statutory criteria, including the cost of living. Using the cost of living as an indicator only, the PBA is mindful that when the cost of living was at or near double digits, employee increases did not keep pace. At the same time, the PBA asserts that employees should not now receive increases identical to the cost of living. Additionally, the PBA points out that bargaining unit employees are already paid below average wages comparatively and are subject to the same cost of living considerations as are other law enforcement employees. Using data supplied by the Employer, the PBA asserts that in the Philadelphia, Wilmington, Trenton area, increases in the cost of living have exceeded 3% over the last two years and wage increases have exceed the CPI by 2.3% and 2.6% respectively. Accordingly, the PBA maintains that this data would support a 5.6% increase for the bargaining unit and the data submitted by the Prosecutor does not detract from the PBA's final position.

Addressing the continuity and stability of employment, the PBA urges examination of area standards or prevailing rate concepts. Accordingly, the PBA points to comparison with the settlement between the Prosecutor and the

Assistant Prosecutors and Supervisors. Additionally, the PBA rejects the Employer's efforts to reduce benefits and urges that this proceeding not be used as an opportunity for an employer to "go shopping" in the employee benefit package. The PBA maintains that there is no cogent evidence showing to support the taking of benefits. According to the PBA, there is no pattern of reduced benefits. Even if some Camden County employees did agree to reduced benefits, the PBA maintains that they are not comparable to employees in this bargaining unit. Additionally, the PBA points out that no evidence of the cost factor or the impact that might result from the reduction in benefits has been included. The PBA suggests that the County's arguments were merely the same arguments that it has made with other unrelated employee groups in ongoing negotiations and since there were no settlements, they should not be considered here.

The PBA also points out that Investigators serve at the pleasure of the Prosecutor and do not enjoy civil service protection. The PBA highlights the high rate of turnover in the Prosecutor's Office and asserts that too many skilled trained individuals have gone to work for other law enforcement agencies. The PBA urges that the turnover problem be addressed and the public interest will be advanced by an awarding of its final offer.

CAMDEN COUNTY PROSECUTOR

The Prosecutor asserts that its final offer mirrors the increases received by ten County bargaining units, including PBA, Local 351 Corrections Officers, the Large Unit, Blue Collar Unit, Crafts Unit, Supervisors Unit, and the Assistant Fire Marshals represented by Council #10. Specifically, the Prosecutor asserts that each of these units settled for 3% in 1999 and 2000 and 3.75% in 2001 and 2002. Additionally, the Prosecutor asserts that these County bargaining units also agreed to increase the PBA's deductible on pre-paid prescription plan from \$4.00 to \$5.00 for brand name drugs from \$0.00 to \$2.00 for generic drugs. The Employer contrasts this with the PBA's proposal which it asserts will increase salaries by 13.14% or 4.38% per year over three years with the effect of the accelerated salary step progression.

According to the Prosecutor, its proposal is the more reasonable, particularly when considering the internal pattern of settlement with the County's ten bargaining units and the financial impact upon the County's residents and taxpayers. The Prosecutor asserts that the award of a uniform compensation package provided to all other employees in the County is "inherently reasonable." Township of Union and PBA, Local 69, Docket Number IA-91-103 (B. Tener 1991). Additionally, the Employer points to a history of pattern bargaining in the prior collective bargaining agreement. In this instance, the Employer's final offer includes the same wage increases, and prescription co-pay changes agreed to

by Camden County bargaining units. Citing the benefits to all parties as well as the great weight pattern bargaining is due under the statute, the Employer asserts that the strict parameters it places on late cycle bargaining provide an additional reason for its continued acceptance. The Employer contends that once a pattern has been established, the burden falls to the PBA to show that a different settlement should be awarded. The Employer maintains that in this case, the PBA failed to present any evidence that would justify breaking the established internal pattern. The Employer, however, emphasizes that its proposal is generous on its own merits and is more reasonable than the package proposed by the PBA.

Addressing the internal pattern of settlement, the Employer asserts that other bargaining units received 3% for each of the first two years of the agreement and 3.75% for each of the latter two years of the agreement. Additionally, the Employer maintains that this proposal may be a better package than that agreed to by the County's Investigators, Superior Officers, Assistant Prosecutors, Superior Officers Corrections, PBA, Local 351, Council #10 Prosecutors and Park Police FOP 76. According to the Employer, those bargaining units accepted a 4% increase for the first two years of the contract, which did not take effect until July 1, 1999 and averages 3.3% over three years compared to the Employer's proposal, which averages a 3.5% increase over four years, or 3.375% over three years. From this, the Employer concludes that its offer is generous when compared with the internal pattern of settlement.

According to the Employer, its final offer in terms of wage increases and an increase in the deductible for prescription drugs is identical to the pattern of settlement negotiated with the Superior Officers, Prosecutor's Officer, PBA 351, Corrections Officers Superiors, PBA 351 Park Police, FOP Lodge 76, Park Police, Assistant Prosecutors, AFSCME Council 71, Local 1911, and Superintendent of Elections. The Employer also notes that these bargaining units also agreed to eliminate the traditional indemnity health insurance plan.

The Employer places great significance on the settlement of the County Superior Officers Association. According to the Employer, the settlement providing the Superior Officers with 4% increases in each of the first two years of the agreement are misleading because the increases are effective on July 1, 1999. According to the Employer, the effective increase in the first year is only 2%, which is less than the 3.125% ($3\% + \frac{1}{4}$ of .5%) increase for the first year under the Prosecutor's present proposal. Additionally, the Employer calculates that the average overall value of the Superior Officers Association contract is 3.3% compared with the County's proposal for this bargaining unit which results in an average overall value of 3.35%. In contrast, the Employer calculates that the PBA's proposal averages 4.38%, which substantially exceed the average received by Camden County employees of 3.3%.

Additionally, the Prosecutor notes that the PBA proposes to speed up the wage progression to 12 months instead of 18 months at the training step and 24 months for steps one and two. According to the Prosecutor, at these steps, the employee is still receiving training and starting to get experience, yet the PBA's proposal would provide them with larger percentage increases and in some cases, the largest dollar increases.

The Employer also raises concerns that the PBA's proposal would cause the Department's salary scale to become top heavy. According to the Prosecutor, it takes 9 ½ years for an investigator to advance from the training step to the seventh step of the salary guide and the PBA's proposal would reduce that time to six years. The Employer places this in the context that the average tenure of Investigators is 8.45 years and the step acceleration proposal would have an escalating financial impact beyond the proposed contract term.

The Prosecutor also points out that PBA salaries exceed those received by other County employees. According to the Prosecutor, the average non-law enforcement County employee's salary is \$41,052.61 compared to the average PBA member's salary of \$50,743.08. Noting again that the PBA did not provide a basis or rationale to warrant breaking the pattern of wage settlements, the Prosecutor also notes that the PBA did not supply evidence to support the elimination of the 18 month and 24 month increments. The Employer compares its "inherently reasonable" proposal with the PBA's proposal that for which it did

not present "one iota of evidence" as to why an award far in excess of that received by other County employees is warranted.

Citing Hillsdale PBA Local 207 v. Borough of Hillsdale, 131, N.J. 71 (1994) and Hillsdale PBA Local 207 v. Borough of Hillsdale, 263 N.J. Super. 163 (App. Div. 1993), the Employer emphasizes that the financial impact of the PBA's proposal on the County's residents and taxpayers indicates that the Prosecutor's final offer should be awarded. According to the Employer, the financial impact criterion is not the equivalent of ability to pay, but must take into account the impact on municipal programs and services, as well as on other municipal employees and the taxpaying public. The Employer points out that the County's tax base is stagnant or declining, and remained at \$20.1 billion dollars from 1997 through 1999. Citing the testimony of David McPeak, Chief Financial Officer of Camden County, the Prosecutor points out that tax revenue represents approximately 70% of all County revenue and, in 1999, the County permitted an increase in the tax levy to 1.5%, the maximum under the Cap. At the same time, the tax rate increased by four cents per one hundred dollars of assessed value in 1999, according to the Employer. The Employer points out that Camden County's annual budget is more than \$240 million and according to McPeak, over 25% of that sum is devoted to public safety.

Again relying upon the testimony of McPeak, the Prosecutor asserts that its reserve surplus is necessary to maintain an adequate bond rating and should

not be used to fund a settlement. According to McPeak, at the end of 1998 the surplus was \$18.8 million or only 7.7% of the County's total budget. In 1999 the surplus was only 5.6% of the budget, which, according to the Employer, is the minimum reserve suggested by Moody's and Standard and Poors to maintain an AA and A-1 bond rating.

The Employer also cites the rising cost of health care benefits, noting that in 1999, the County spent over \$17 million for those benefits. According to the Prosecutor, the proposal to eliminate the traditional indemnity plan and increase prescription co-payments would provide an approximate annual savings of \$32,000.

The Employer maintains that Camden County's tax base has experienced minimal growth over the past two years and has made "heroic" efforts to hold the line on taxes. According to the Employer, the aggressive economic development program should grow the tax base in the future, but Camden County residents and taxpayers cannot afford the PBA's proposed settlement given that the tax base has not grown significantly. The Employer also points to drastic increases in the cost of employee health insurance. The Employer notes that the PBA did not present expert testimony or evidence refuting the County's estimate of the impact of its proposal on the County's finances. Instead, according to the Employer, the PBA suggests that the County seek to increase the CAP to 5%.

The Employer also emphasizes that the financial difficulties experienced by the City of Camden have a significant effect on the County's overall tax base.

Therefore, the Employer concludes that PBA's argument on the financial impact of its proposal is ultimately an ability to pay argument, which has been rejected by the courts. Additionally, the Prosecutor contends that it has demonstrated that an award of the PBA's proposal would negatively impact its finances. Accordingly, the Employer concludes that its final offer will minimize the impact on taxpayers and allow the County to maintain a stable tax rate and the existing level of services. According to the Employer, the PBA has not offered evidence to the contrary.

Turning to the interest and welfare of the public, the Employer asserts that the wage increase it proposes is more reasonable. According to the Employer, its proposal would maintain current levels of taxation without cutting services. The Prosecutor cites McPeak's testimony that the cost of its final offer has already been factored into the 1999, 2000, and 2001 budgets. Therefore, the Employer concludes that any award in excess of its proposal would negatively impact the County's budget and would cause budget cuts and/or a tax increase and could cut into surplus reserves. This, in turn, would cause Moody's or Standard and Poors to lower the County's bond rating. The Employer also raises the issue of whether Camden County's working class population could withstand

a property tax increase given that the County's taxes per capita are \$340 compared to \$255 in Burlington County and \$286 in Gloucester County.

Recognizing the public interest in having a police force that is properly funded, the Employer notes that from 1997 through 1999 the County has increasingly devoted funds to the cost of public safety. The Employer compares the \$62.3 million that Camden County spent on public safety in 1999 with the lesser amounts spent by Burlington and Gloucester Counties. According to the Employer the per capita spending on public safety in 1999 in Camden County was \$123, up 4% from 1998. Additionally, the Employer points out that there were 315.95 individuals per public safety employee in Camden County in 1999. The Employer maintains that the evidence, including the testimony of Detective Gonzalez, shows that the Investigators' unit is properly staffed, provided with the best training and is considered a distinguished office by other law enforcement officers and agencies and enjoys high morale. Accordingly, the Employer argues that the public's interest is being met by the compensation package provided to Investigators in the Prosecutor's Office. The Employer asserts that its wage proposal will not have a detrimental effect and the PBA has provided no evidence that its proposal will improve the level of service or that such improvement is needed. Accordingly, the Employer concludes that the public's interest weighs in favor of its proposal.

Returning to the comparability criteria, the Employer asserts that PBA members already earn more than other County employees and public sector employees generally. The Employer also asserts that its Investigators are compensated comparably to investigators in the surrounding counties of Burlington, Gloucester and Ocean. In support of this assertion, the Employer compares the salary ranges and median income in these counties as follows:

County	Salary Range	Median Income In 1989
Camden	\$31,585 - \$61,348 (1998)	\$36,190
Gloucester	\$34,214 - \$55,809 (1999)	\$39,387
Burlington	\$44,500 - \$63,000 (1999)	\$42,373
Ocean	\$29,900 - \$56,314 (1999)	

Based upon this comparison, the Employer contends that its Investigators receive a substantially better compensation package than that received by other public employees generally, including those in Camden County and neighboring counties.

Examining the comparison of the Prosecutor's Investigators to public sector employees generally, the Employer asserts that public sector employees earn salaries that are less than or comparable to the wage increases included in its proposal.

The Employer argues that when external comparability factors are considered its final offer is more reasonable. First, the Employer points out that in addition to the strong internal pattern, PBA members receive a salary premium

compared to other Camden County employees and the public sector generally. Next, the Employer asserts that its Investigators receive compensation in excess of that received by other investigators in surrounding Burlington, Gloucester and Ocean Counties. The Employer compares the 1999 salary range for investigators in Gloucester County which ranged from \$34,214 to \$44,809 and 1998 investigator salaries in Burlington County, which ranged from \$44,500 to \$63,000, as well as those in Ocean County whose salaries ranged from \$29,999 to \$56,314.90. The salary range for investigators in Camden County ranged from \$311,585 to \$61,348. When making this comparison, the Employer notes that based upon 1989 statistics, median household income in Camden County was \$46,190 compared with \$39,387 in Gloucester and \$42,373 in Burlington County.

Looking at public sector employment generally, the Employer maintains that its final offer is comparable to increases enjoyed by state and local governments in New Jersey, which increased at an average of 3% in 1998. The Prosecutor cites State employees who received a 2.1% increase from 1996 to 1997. According to the Prosecutor, its employees have enjoyed significant wage increases in each of the past nine years while other governmental agencies were granting wage freezes or small increases and requiring significant "give backs". In light of this comparison, the Prosecutor asserts that its final offer is more reasonable than that proposed by the PBA.

The Employer contends that Investigators receive favorable salaries in comparison to private sector employees generally. The Employer compares the average annual private sector salary of \$37,032 in 1997 with the average annual salary of its Investigators, which was \$50,743.08 in 1998. According to the Employer, its proposal would increase this already substantial difference. The Employer also compares an investigator with five years of experience who was earning \$44,990 under the previous agreement with a private sector employee in New Jersey earning an average salary of \$35,351 at that time. The Employer asserts that most private sector settlements in New Jersey are very similar to its final offer, but points out that many private sector employees are less fortunate and receive lesser increases. In support of this assertion, the Employer cites a 1999 agreement covering electrical workers at Star Porcelain Company who agreed to an increase of 2.25% deferred to the last year of the agreement. The Employer also cites agreements covering employees of Garden State Paper and Public Service Electric and Gas Company where increases averaged 2.5% and New Jersey Transit Rail Employees represented by the Transportation Communications International Union, Lodge 6053 who received 3% effective July 1, 1999 and 3.5% effective July 2, 2000.

According to the Employer its proposal averages 3.5% over four years and is as high as 3.875% in the last two years. According to the Employer, this proposal exceed current New Jersey private sector settlements and is on top of salaries that already exceed private sector salaries by 37.02% under the

previous agreement. The Employer calculates that under its final offer, this disparity will increase to 41.3% and would increase further if the PBA's proposal for a 13.14% wage increase over three years is awarded.

The Prosecutor maintains that its final offer is more reasonable when compared to salary increases given in other jurisdictions. The Prosecutor argues that comparison to neighboring counties such as Gloucester and Burlington is appropriate due to the geographic proximity. The Prosecutor contrasts this with the PBA's proposed comparisons to North Jersey counties such as Somerset, Monmouth, Mercer, Essex, Bergen and Middlesex. According to the Employer, the PBA did not provide data on socio-economic factors that show that these counties are similar to Camden County. The Employer notes that in 1997, the average private sector income was \$46,586 in Somerset County, \$40,100 in Bergen County, \$38,361 in Essex County, \$38,014 in Mercer County, \$32,941 in Monmouth County and \$40,108 in Middlesex County, compared with \$30,765 in Camden County. Noting that its Investigators already receive a salary premium when compared to other County employees, the Prosecutor points out that the maximum salary available to employees of the Superintendent of Elections was \$38,024.13 in 1998, which is less than the 1998 salary earned by an investigator with three and one half years of experience. The Employer points to an Investigator with 2½ years of experience who would receive a salary of \$38,025.94 under the PBA's proposal, which would increase to \$51,313.38 in 2001. The Employer calculates that this equals a 34.9% increase over three

years, compared to the current average annual salary for Camden County employees of \$41,052.61

The Employer asserts that the PBA did not offer evidence supporting such increases when the salaries PBA members receive already includes a substantial differential when compared to their civilian counterparts. In contrast, the Employer points out that it has made the same economic offer to the Investigators as it has to all other County employees, without seeking the givebacks it received from other bargaining units. Specifically, the Employer points to other bargaining units that consented to terminate the traditional indemnity health insurance plan and agreed to increase the prescription copayment from \$4.00 to \$5.00 for brand name drugs and from \$0.00 to \$2.00 for generic drugs. The County points out that it seeks the same benefit changes from the PBA.

The Prosecutor asserts that when the total compensation package and conditions of employment are compared to the benefits of other Camden County employees, as well as to other public and private sector employees, its final offer is more reasonable. The Employer compares the \$34,481.63 earned by the average manufacturing worker from March 1998 through March 1999 with the \$50,743.08 earned by the average Investigator at 1998 rates. The Employer also notes that the 1998 increase received by its Investigators exceed the increase in the CPI by 2.3%. Pointing to the \$36,190 median household income

for County residents in 1989, the Employer compares it to the average 1998 Investigator's salary of \$50,743.08. The Employer calculates that the \$14,553 difference between the annual salary of an Investigator and the median household income is equal to 40.2%. In contrast, the Employer points out that the PBA's final offer would increase the gap between the compensation received by Investigators and the average Camden County taxpayer. Additionally, the Employer points to the generous benefits package received by Investigators and asserts that when the overall compensation fact is considered, it position is more reasonable.

Looking to the lawful authority of the employer, the Employer asserts that the County's budget cap and its obligation to prepare a balanced budget each year must be addressed. In answer to the PBA's argument that the Employer is not limited by the County Freeholder Board and is subject only to the authority of the Assignment Judge, the Employer points out that while it is not restricted by the terms of the Cap Law, the County is the ultimate source of funding and the County is restricted by the limitations of the Cap Law. In support of this argument, the Prosecutor cites the award of Arbitrator Robert Light in Essex County Prosecutor's Office and Essex County Prosecutors Detectives and Investigators Ass'n., Docket No. IA-96-002,, p.18-19:

...the Assignment Judge, not the Freeholders, is the final arbiter of the expenditures the Prosecutor makes in structuring his budget ... However, the Freeholders in effect would ultimately be subject to a decision of the Assignment Judge. In a case like this, the fact

remains that the Essex [County] taxpayers "foot the bill." As strenuously as PBA counsel may seek to argue this jurisdictional distinction, it cuts not one penny from the bill of the County and, hence, the taxpayers must pay, and their concerns and the impact of any award on them cannot be dismissed from our consideration.

The Employer calculates that the total cost of the PBA's proposal is approximately \$622,580.16 over three years. The Employer rejects the PBA's argument that the proposal could be funded by using the Cap Law's statutory maximum of 5% rather than following the lower 1.5% index rate set by the County in its 1998 and 1999 budgets. Additionally the Employer rejects the assertion that the flexibility in the Cap bank could be used for additional funds. According to the County, these arguments are essentially ability to pay arguments that fail to state a reason why such expenditures should be made.

In contrast, the Employer refers to the testimony and documentation of the County's Chief Financial Officer McPeak where he described the County's fiscal condition and impediments to meeting the budget Cap. Additionally, the Employer notes the declining or stagnant tax base the County faces, as well as additional expenses for participation in the PFRS Early Retirement Senior Program for which the County paid 15.73% in 1999.

The Employer acknowledges that it has flexibility to increase its Cap index rate, but points out that the PBA has not presented testimony rebutting the County's evidence that to do so could lead to higher property taxes, or cuts in personnel or programs. Noting that the County has budgeted in a fiscally

responsible manner and not used all funds available to it under the Cap Law, the Employer asserts that the PBA has not presented evidence as to why the Cap should be exceeded so that its members may receive raises in excess of those provided to other County employees. According to the Employer, if the PBA's proposal is awarded, the County "will be forced to act contrary to its policy of fiscal responsibility, with respect to its CAP control." That would have an adverse effect on other budget items. Therefore, the Employer argues, its final offer is more reasonable.

Turning to the cost of living criterion, the Employer asserts that the CPI was 3.3% in 1996, 1.3% in 1997, 1.6% in 1998. The Employer contrasts these increases to the 3.9% raises enjoyed by PBA members during those years. The Employer calculates that from 1996 through 1998, PBA members received raises of 11.7% while the CPI was only 6.2%. The Employer contends that the PBA has failed to present evidence that its final offer is more reasonable in relation to the CPI. According to the Employer, the current stable cost of living does not justify the PBA's proposal. The Employer asserts that its final offer is more reasonable when considering the cost of living.

The Employer asserts that its final offer is more reasonable when the continuity and stability of employment is considered. According to the Prosecutor, its salary and benefits package is sufficient to attract quality investigators. The Prosecutor indicated that the average length of service for

investigators is 8.4 years and from 1994 to 1998, 28 investigators left the office, nine of whom retired. The Prosecutor cites the testimony of Detective Gonzalez that morale is high and it is considered a distinguished office by other law enforcement agencies. Additionally, the Employer notes that the average number of applications in 1998 was 500 for 10 positions. Citing the testimony of Joseph Audino, Administrative Supervisor in the Prosecutor's Office, the Employer notes that it interviewed 93 people for three positions in 1999. The Employer maintains that there is minimal voluntary turnover in the bargaining unit.

Additionally, the Employer notes that the PBA is not affected by the current trend to privatize law enforcement services and private sector employees have to contend with mass layoffs resulting from downsizing. Under these circumstances, the Employer maintains that its proposal will amply compensate its Investigators and provide job security, "an intangible benefit virtually unknown in society." Reiterating that the wages and benefits package has not dampened interest in working for the Camden County Prosecutor's Office, as well as the 8.4 year average length of service and minimal turnover, the Employer asserts that its final offer is more than adequate. In contrast, the Employer asserts that an award other than its offer may result in a negative impact on bargaining unit members, County employees generally and residents, through the added burden of an "already weakened, stagnant and declining tax base" or reduced surplus

levels beyond the amount necessary to maintain an adequate bond rating by Moody's.

The Employer urges rejection of the PBA's non-economic proposals. Specifically, the Employer objects to the proposal to provide a definition of "light duty". The Employer argues that the decision to assign an individual to light duty is based upon evaluation of a variety of factors that represent the essence of the Prosecutor's exercise of managerial discretion and therefore, its proposal rather than that of the PBA should be awarded. According to the Employer, the factors and variables considered when determining whether to make a light duty assignment include: (1) an evaluation of the Investigator's ordinary duties, which include both deskwork and active street responsibilities; (2) size of the workforce available to meet public safety needs; (3) number of individuals already assigned to light duty within a particular Division, the workload of that Division and whether the Division's mission can be carried out effectively with one or more persons on light duty assignments; (4) the number of active criminal investigations ongoing; (5) the needs of those investigations; (6) the level of criminal activity generally in the geographic area of responsibility; (7) the presence and activity of other law enforcement agencies, and other factors.

The Employer also objects to the PBA's proposal that each bargaining unit member be provided with a SOP Manual and that whenever there is a change to that Manual or an order of general nature, then the PBA will be provided with a

copy of the change at least 30 days before it is effective, except in emergency. The Employer is willing to provide a two-week comment period and asserts that such a period is adequate to receive comments and suggestions prior to implementation. Additionally, the Employer asserts that the PBA has not presented evidence establishing that the proposed 30 day period is necessary to the efficient operation of the Department or that it would not interfere with other departmental policies and procedures.

Characterizing its remaining proposals as non-economic, the Employer asserts that its proposals to eliminate the traditional health insurance indemnity plan and to increase the deductibles in the prescription plan are reasonable and are supported by the pattern of settlement in other County contracts. Noting that in 1999 Camden County paid approximately \$17 million for health care benefits for its employees, the Employer asserts that its proposals would save approximately \$32,000 per year. Additionally, the County points out that the elimination of the traditional indemnity plan and the increase in prescription co-payments has been agreed to by all other bargaining units in the County. According to the Employer, the PBA has not met the burden of showing why a different result should be awarded at arbitration.

DISCUSSION

I am required to issue an award based upon a reasonable determination of all issues in dispute after giving due weight to the statutory criteria which I judge relevant. The Prosecutor and the PBA have expertly articulated their positions on the issues and have submitted evidence and argument on each statutory criterion to support their respective positions. The evidence and arguments have been carefully reviewed, considered and weighed.

Initially, I note that two non-economic issues remain in dispute. As the parties have agreed upon final offer arbitration, I am required to decide between the final offers on each issue. One principle which is ordinarily and traditionally considered in the determination of wages, hours and conditions of employment through the bargaining process is that a party seeking such change bears the burden of showing the need for such modification. I apply that principle to the analysis of both of these issues.

The PBA seeks to incorporate a Light Duty Policy into the agreement. The Prosecutor objects to this proposal and seeks to either set forth the Light Duty Policy in his Standard Operating Procedures Manual or rely upon the Light Duty Policies incorporated in the County's Policy and Procedure Manual. The PBA has not presented evidence showing that its members are unaware of the Light Duty Policy or that there is a problem with the Light Duty Policy that would be resolved by including it in the parties' agreement. On the other hand, the Prosecutor set forth a list of factors used to determine whether light duty will be

assigned. Accordingly, the Prosecutor's proposal that Light Duty Policies not be incorporated into the agreement and that the Prosecutor may include those policies in his Standard Operating Procedures Manual or rely upon the policies incorporated into the County's Policy and Procedures Manual is awarded.

The Prosecutor also proposes that effective January 1, 1999, "investigators will not have the right, or entitlement to a presumption, that if they have been injured on duty, and are actually performing work for the County, (a) that they will be entitled to receive medical care during working hours; or (b) that in absence of receipt of medical care during working hours, they will receive their regular pay for the time spend receiving medical care during non-working hours." The Employer's arguments are persuasive. Once an employee is sufficiently healthy to return to work, the interests and welfare of the public are served by that employee performing law enforcement tasks and not by receiving medical care during working hours or by receiving pay for non-work time. This proposal is reasonable and is awarded.

The PBA proposes that each bargaining unit member receive a copy of the Standard Operating Procedures Manual and also seeks at least 30 days notice, except in emergent circumstances, before changes to the Standard Operating Procedures Manual. The Employer proposes that a two-week commend period be established for the Union to comment on the Prosecutor's proposed or revised policies in the Manual. The parties agree that a period for

notice and/or comment before changes to the Standard Operating Procedures Manual are effective is appropriate. Their proposals differ on the length of the comment period. The Employer maintains that a two week period is sufficient. There is no evidence which disputes this assertion. Accordingly, the Employer's proposal that a two week comment period prior to implementation of changes to the Standard Operating Procedures Manual are effective is awarded.

Turning to the parties' economic proposals, under N.J.S.A. 34:12-16c(6), I am compelled to decide between the last economic offer of the Employer and the last economic offer of the PBA as a single package without the authority to fashion my own terms for an award.

The Employer's economic package includes a four year agreement with increases of 3% in 1999 and 2000 and of 3.5% in 2001 and 2003. The Employer also seeks to eliminate the traditional health insurance indemnity plan as an option and to increase the prescription drug co-payment for generic drugs from \$0.00 to \$2.00 and the co-payment for brand name drugs from \$4.00 to \$5.00. These issues are clearly economic and must be considered as part of the Employer's package.

The PBA seeks a three year agreement with modifications to the current salary guide to speed movement through the guide and to make movement automatic to the Senior Inspector position after twenty years of service. The PBA

proposes that all Investigators move from step to step after twelve months on each step. At present, Investigators remain on the Training Step for eighteen months and on Steps 1 and 2 for twenty-four months each. Commencing with Step 3, Investigators remain on a step for twelve months under the present guide. Additionally, the PBA seeks to make movement to the Senior Investigator grade, which is currently discretionary, automatic after 20 years of police service. The PBA also seeks the following wage increases to the salary schedule effective July 1, 1999, January 1, 2000 and January 1, 2001:

Wage Steps:

Training	2%
1	2%
2	3%
3	3%
4	4%
5	4%
6	4.5%
7	4.5%
Senior Investigator	4.5%

I have carefully calculated and considered the cost factors involved in each proposal. Based upon a total annualized base salary figure of \$4,363,904.68 on January 1, 1999, the cost of the Employer's proposed 3% increase in 1999 is \$130,917. The cost of the Employer's proposed 3% increase in 2000 is \$134,844, and the cost of the Employer's proposed 3.75% increase in 2001 and 2002 is \$173,612 and \$180,100 respectively. The Prosecutor also proposes that an additional .5% be added to its offer to be distributed at the Arbitrator's discretion. The cost of that .5% based upon 1999 salaries is \$22,474. Accordingly, the total new money cost of the Employer's four year

proposal is \$641,947 and the total new money cost of the Prosecutor's proposal for the first three years of the agreement is \$461,847. Additionally, the Prosecutor estimates that the cost of the increases in prescription co-payments and the elimination of the traditional indemnity plan would save approximately \$32,000 per year.

Turning to the PBA's proposal, the following table, which illustrates the salary guide for each year under the PBA's wage proposal, is a helpful starting point to cost out the impact of different increases at each step.

SALARY GUIDE PER PBA PROPOSAL

Steps	Effective 7/1/99	Effective 1/1/00	Effective 1/1/01
Training	\$32,216	\$32,861	\$33,518
1	\$33,519	\$36,229	\$36,954
2	\$39,166	\$40,341	\$41,552
3	\$42,467	\$43,741	\$45,054
4	\$46,510	\$48,371	\$50,306
5	\$50,509	\$52,530	\$54,631
6	\$54,461	\$56,911	\$59,473
7	\$59,595	\$62,277	\$65,079
Sr. Investigator	\$64,108	\$66,993	\$70,008

Based upon this salary guide, for each year of the PBA's offer, I have calculated the new money cost of the wage increase proposed by the PBA at each step based upon the September 13, 1998 employee census provided by the Employer. The following tables illustrate those costs and calculations, but do not take into account the costs of the step increases or the automatic movement to Senior Investigator proposed by the PBA.

Steps	No. of Employees on Step as of 7/1/99	1999 Cost of Increase (w/o step movement in PBA proposal)	
		Per Employee	Total
Training	11	\$315.50	\$3,470.50
1	5	\$348	\$1,740
2	2	\$570	\$1,140
3	1	\$618	\$618
4	8	\$894	\$7,152
5	4	\$971	\$3,884
6	7	\$1172.50	\$8,207.50
7	27	\$1,283	\$34,641
Sr. Investigator	20	\$1,380	\$27,600
TOTAL			\$88,453

Steps	No. of Employees on Step as of 1/1/00	2000 Cost of Increase (w/o step movement in PBA proposal)	
		Per Employee	Total
Training	7	\$645	\$4,515
1	9	\$710	\$6,390
2	0	0	0
3	2	\$1,274	\$2,548
4	1	\$1,861	\$1,861
5	8	\$2,021	\$16,168
6	4	\$2,450	\$9,800
7	34	\$2,682	\$91,188
Sr. Investigator	20	\$2,885	\$57,700
			\$190,170

Steps	No. of Employees on Step as of 1/1/01	2001 Cost of Increase (w/o step movement in PBA proposal)	
		Per Employee	Total
Training	0	0	0
1	7	\$657	\$4,599
2	9	\$725	\$6,525
3	0	0	0
4	2	\$1,935	\$3,870
5	1	\$2,101	\$2,101
6	8	\$2,562	\$20,496
7	38	\$2,802	\$106,476
Sr. Investigator	20	\$3,015	\$60,300
			\$204,367

I now calculate the cost of the accelerated step movement proposed by the PBA using the Employer's census of investigators, as of September 13, 1998. There were eleven investigators receiving the training wage. Of those eleven, four would move to step one in calendar year 1999 instead of 2000 under the current system. Those four employees would move to step one on June 29, 1999 (Matthew Woshnak), July 8, 1999 (James Coward), August 3, 1999 (Melissa Young) and October 20, 1999 (Robert Ferris). The approximate cost of their altered step movement in 1999 is \$5,229. (The cost of the step is \$275 per month and these individuals would be compensated at the higher step for a total of 19 work months in 1999.) There are no investigators who would move from Step 1 to Step 2 in 1999 and two employees on Step 2 would move to Step 3 in that year under the PBA's proposal. Peter Longo would move to Step 3 on October 7, 1999 and Michael Molle would move to Step 3 on July 30, 1999. The approximate cost of their modified step movement in 1999 is \$2,475. (The cost

of the step is \$275 per month and these individuals would be compensated at the higher step for a total of 9 work months in 1999.)

Continuing to follow the cost of the changes in step movement that would result from the PBA's proposal, in 2000, all seven of the investigators remaining on the training step would move to Step 1. However, when analyzing the cost differences resulting from this movement, it is important to be aware that six of these seven investigators would have moved to Step 1 during 2000 in any event. The real cost issue is the additional incremental cost resulting from that step movement six months earlier than under the 1996-1998 agreement. On a monthly basis the difference between the cost of a Step 1 salary and the training step salary is \$280. Using that monthly cost, the total cost of the additional 6 months at Step 1 for the six employees who would have achieved that step in 2000 is \$10,080. The remaining employee on the training step, Jason Siitonen would advance to Step 1 on December 14, 2000 under the PBA's proposal instead of on June 14, 2001 under the 1996-1998 agreement. As a result, the additional cost of his step movement is *de minimis* in 2000 and is realized in 2001.

All five investigators on Step 1 on January 1, 2000 would move to Step 2 during the calendar year, a full 12 months earlier than they would have under the 1996-1998 agreement. Based upon the months in 2000 when they would be on Step 2 instead of Step 1, the cost of the step movement in 2000 for these five

individuals is \$15,732 (\$342 per month X 46 months). Given that under the revised step movement in the PBA's proposal, there are no investigators on Step 2 in 2000, there is no additional cost resulting from movement from Step 2 to Step 3 in 2000.

In 2001, all seven of the investigators on Step 1 would move to Step 2 twelve months earlier than they would have under the 1996 to 1998 agreement. The monthly cost difference between Step 1 and Step 2 in 2001 is \$383 per employee. As noted previously, six of the seven investigators on Step 1 would advance to Step 2 during calendar year 2001 for a cost of \$17,235. Investigator Jason Siitonen would remain on Step 1 until December 14, 2001 and the cost of his step movement on December 14, 2000 instead of June 14, 2001 is \$1,718 in 2001.

Also in 2001, the five individuals advanced to Step 2 in 2000 would advance to Step 3 instead of remaining on Step 2 for an additional 12 months. The cost of this step movement in 2001 is a total of \$18,786. That sum includes the cost of the advancement from Step 2 to Step 3 in 2001 for the five investigators, plus the additional cost of the months in which these investigators remained on Step 2 during 2001.

I am aware that the addition of Investigators to the Senior Investigator position could impact the exact figures. Since most Investigators have prior

police experience before coming to the Prosecutor's office, and the PBA's proposal would insure that all Investigators reach the Senior Investigator step when they have 20 years of police experience, I can not determine the exact number of investigators affected by this proposal. However, review of the 1999 roster shows that, based solely on experience in the Prosecutor's Office, no Investigators would benefit from this proposal during the term of this agreement.

The Employer's proposal would cost \$34,760 more than the PBA's proposal in 1999 and the new money costs of the PBA's proposal exceed those of the Employer's proposal by \$81,138 in 2000 and \$68,494 in 2001. The additional .5% which the Employer proposes costs \$22,474. These figures include the cost of step movement in each year due to salary schedule acceleration and the new money cost of across the board percentage increases on an annual basis. The difference for the first three years is a total of \$92,398 or 2.12%. The Employer estimates the PBA package as 4.38% per year while the PBA estimates its package at 4.0% per year (3.6%, 4.1%, 4.35%). The Employer's proposal is 3.37% per year or 3.5% per year when the additional .5% is added in. Cumulative costs resulting from the effect on overtime, increments, longevity and other benefits would add to the difference. Additionally, interim staffing changes including the hiring of new Investigators and the turnover of other Investigators could increase or decrease the cost estimates contained in this Award.

After consideration and evaluation of the final offers, I am compelled to select one or the other final offer and cannot fashion independent terms which would deviate from either final offer. Given this limitation, I will proceed to apply the following considerations which I believe are entitled to more weight than other evidence given the record developed before me: the differences in cost, the financial impact of the terms, the internal and external comparisons (including pattern of settlement), the interest and welfare of the public and the continuity and stability of employment. All of the criteria are relevant but I have given some more weight than others.

The first and most critical area of analysis is whether a pattern of settlement exists, and if so, whether it is such compelling evidence that its presence dictates the selection of the Employer's final offer.

The Employer would give great weight to internal comparisons, including pattern of settlement, while the PBA emphasizes the comparison with Investigators employed by other Prosecutor's Offices and comparison with this Prosecutor's Superior Officers and their relative rank within the State of New Jersey.

Initially, the PBA would limit internal comparisons to other agreements where the Prosecutor is the employer, while the Prosecutor would expand consideration to include all agreements with Camden County. According to the

PBA, the Prosecutor is a Constitutional Officer who reports only to the Assignment Judge and not to the Freeholders. The Prosecutor points out that Investigators in the Prosecutor's Office are paid from the same funding source as all other County employees. Given that Investigators, as well as Camden County employees, are paid out of Camden County funds, including those contributed by Camden County taxpayers, wage increases and benefit changes provided to Camden County employees are relevant considerations in determining the terms of a new agreement for the Investigators. Therefore, I consider both agreements with Camden County and agreements with the Prosecutor.

The Employer's emphasis on the pattern of settlement and other internal comparisons is a strong factor. Stability and predictability in negotiations are considerations which offer a presumption of validity, although not to the complete exclusion of other relevant considerations. The initial point of analysis begins with the terms of the asserted pattern. When the hearing in this matter took place, the Prosecutor had agreements with its superior officers and the assistant prosecutors and the County was nearing agreements with several bargaining units, including other law enforcement units. The non-law enforcement agreements include several with Camden County employees with increases of 3% in 1999 and 2000 and of 3.75% in 2001 and 2002. Those units include employees of the Camden County Superintendent of Elections represented by AFSCME District Council 71, and Camden County and Camden County Council 10, Civil Service Association, Large Unit, the Blue Collar Unit, the Crafts Unit,

and the Assistant Fire Marshall's Unit. In law enforcement, the Camden County Corrections Officers represented by PBA, Local 351 also agreed to similar terms. In addition to the wage increases discussed above, each of these units agreed to increase the prescription drug co-payment to \$2.00 for generic drugs and to \$5.00 for brand name drugs and to eliminate the traditional indemnity health insurance plan. The Assistant Prosecutors Association, the Prosecutor's County Superior Officers Association and Council #10 (non-law enforcement Prosecutor's Office) received increases of 4.0%, 4.0% and 3.9% with the 4.0% increases effective in the mid-year of the Agreements.

It is of significance that each of these bargaining units also received other wage benefit improvements which varied from unit to unit. Detailed testimony concerning these terms was received at hearing. The PBA objected to the testimony concerning several of the asserted agreements because their terms had not been fully executed between the County and the Unions. While the PBA's observations are accurate, I credit the testimony of Richard Dotson, Director of Human Resources, that his recollection of the status of these negotiations was accurate and I will consider them here. But their terms reflect variations which significantly affect the overall net economic changes of those agreements well beyond their basic across the board percentage. The testimony also reflects improved terms which were not reflected in the County's summary document reflecting the asserted terms.

For example, AFSCME represented employees of the Board of Elections received increases to health and welfare contributions, increase in the sick leave sell back at retirement, improvements in bereavement leave, an additional personal day and reduction in the new employee co-payment for health insurance. In negotiations with Council 10, the county-wide non-law enforcement unit, several enhancements were included. These include an increase in clothing/maintenance allowance worth .2% and .37% and a 1.8% increase for employees in bilingual titles. Dollar stipends for Council 10 members for health and welfare payments were increased from \$240 to \$250 in 1999, to \$300 in 2000, \$325 in 2001 and \$350 in 2002 at an estimated increase of .4%.

The testimony reflects an increase in the maximum salary for fire marshalls in 2002 of an extra 2.5%.

In the Crafts unit, Senior Journeymen received an additional \$1,000 over a period of "the last two or three years." Testimony reflects that this benefit represented an increase of "2.5% or 2.6%."

Other non-law enforcement add-ons reflected in the testimony include an additional compensation for 45 minute lunch period, an additional 40% value on step increases in December of each year and a \$1,000 bonus every two years (at the Prosecution's discretion) for supervisors at maximum in the clerical unit in the Prosecutor's office. Testimony also reflects an additional "\$100 or \$150" in

college incentive pay, although this benefit was not set forth on the County's memo or settlement terms. I now turn to the law enforcement units. PBA Local 351 represented the Correction's Officers who received a \$75 increase in the clothing allowance worth an estimated .2% over the life of the agreement. The agreement with PBA Local 351 also provided for 16 hours pay for gun training estimated at .8%. There were also across the board percentage increases negotiated which varied from the terms of the Employer's offer herein. Testimony reflects that units such as Park Police FOP 76, Assistant Prosecutors, Superior Officers Corrections and Council #10 (non-law enforcement Prosecutor's office) accepted increases in 1999 and 2000 of 4.0% although the 4.0% increases took effect on July 1 rather than January 1, 1999. These agreements also provide for a 3.9% increase on January 1 of the third year of the agreements which end on December 31, 2001. The rate increases amount to 11.9% over the three years. The County points out that the delay in the implementation date results in a lower pay-out percentage despite the higher rate percentage.

There were varied costs in both percentage and dollar terms among the various asserted patterns of settlement. Here, the difference between the new money cost of the PBA's proposal and the Prosecutor's proposal is \$92,890 or 2.12% over the life of the agreement. I do not reject the PBA's final offer solely because it deviates from the other agreements which provide for a basic four year wage cost of 13.5% or the three year wage costs of 11.9%, in addition to

various add-ons. In sum, there is no strict pattern of settlement. There are three year terms at higher percentages for other employees of the Prosecutor's office than offered by the Employer here, and there are four year terms at similar percentages as offered here with varied add-ons which increase the value of those packages in varied amounts. In addition, there are other factors relating to comparisons which must be considered and evaluated.

Looking beyond Camden County to external comparisons, the PBA emphasizes comparison with busy Prosecutor's Offices in urban areas in North and Central New Jersey. The Prosecutor focuses on the nearby Gloucester, Burlington, Cumberland, and Atlantic Counties. Salaries and increases in each of the prosecutors' offices used for comparison are summarized in the table below.

Prosecutors' Offices Salary Comparison

	Top Step Base Pay 1998	1999 Increase	Top Step Base 1999	2000 Increase	Top Step Base 2000	2001 Increase
Atlantic County Pros.	\$56,825					
Bergen County Pros.			\$79,000		\$82,000	\$85,000
Burlington County Pros.		4%	\$65,000	4%	\$66,300	4% \$67,626
Cumberland County Pros.		3.965%		3.79%		4%
Essex County Pros.	N/A					
Gloucester County Pros.			\$55,809		\$60,364	
Mercer County Pros.	\$56,185	4.75% (2%/2.75%)	\$58,885			
Middlesex County Pros.	\$67,105	3.5%	\$69,453			
Monmouth County Pros.	\$66,500		\$70,000			
Ocean County Pros.	\$54,148		\$56,314 eff 4/1/98			
Somerset	N/A					
Union	\$64,687	3.5%	\$66,951	3.5%	\$69,294	

As noted above, the Senior Investigator salary of \$61,348 and the Step 7 salary of \$57,029 are above some comparable Prosecutors' Offices, such as Atlantic, Gloucester, and Mercer Counties, and below others such as Burlington County and Middlesex and Monmouth Counties. Where wage increases for 1999 have been agreed upon, the average increase is 3.89%, in comparison to the 3% increase proposed by the Prosecutor and the range of increases from 2% to 4.5% proposed by the PBA. Looking to overall compensation, Investigators in the Camden County Prosecutor's Office receive benefits including health insurance, longevity, holidays, vacation, personal days, which are generally comparable to the benefits received by Investigators in other Prosecutor's Offices. The PBA's final offer compares more favorably with the increases received by investigators in comparable counties, a factor which I accord substantial weight.

When I evaluate both internal comparisons and other law enforcement comparisons in this case, I must also examine the relationship between the salaries of the superior officers in this Prosecutor's Office with those of its Investigators. Based upon the 1998 agreement, Step 7 Investigators earned \$57,029 and Senior Investigators earned \$61,348 per year. Under the 1999-2001 superior officers' agreement, a Sergeant II earns \$71,357.53 per year, or approximately \$10,000 more than a Senior Investigator and will receive \$77,106 in 2000. A Sergeant will earn \$86,001 in 2001. A Lieutenant will earn \$92,714 in 2001 and a Captain will earn \$97,900 in 2001. In contrast, the difference between the Investigator salary and Sergeant salary in other Prosecutor's Offices is much narrower. For example, the 1999 salary for a Burlington County Prosecutor's Office Investigator is \$65,000 compared to the 1999 salary range for Sergeants of \$65,000 to \$68,000 and the 1999 salary for a Mercer County Prosecutor's Office Investigator is \$58,885 compared to the Sergeant's salary of \$64,129. In Atlantic County, the top step base pay is \$56,825 compared to the Sergeant's salary of \$59,677. There is a substantial disparity between the Investigators, Senior Investigators and the Superior Officers. This disparity would grow under the Employer's offer, which offers a significantly lower percentage rate increase for Investigators. The PBA's proposal, through graduated rate increases based upon step would increase salaries slightly more at the top steps, which, in turn, would narrow the disparity, a conclusion which is well-supported in the record and upon which I place substantial weight.

As reflected in the record, the relative median salary rank for Investigators also reflects unfavorably compared to other titles in this Prosecutor's office:

RANK OF CAMDEN PROSECUTOR'S OFFICE BY MEDIAN SALARY PAID OT SPECIFIC JOB TITLES - IN COMPARISON TO ALL 21 NEW JERSEY COUNTY PROSECUTOR'S OFFICES

POSITION	MEDIAN SALARY RANK
Support Personnel	1
Office Manager	2
Prosecutor's Secretaries	2
Victim/Witness Coordinator	2
Chief of Detectives	3
Deputy Chief of Detectives	4
Lieutenant of Detectives	4
Captain of Detectives	5
Sergeant of Detectives	5
Secretary and Clerical	6
Assistant Prosecutors	7
Investigators	8

The final offer of the PBA will improve the opportunity for investigators to receive a more comparable wage in relation to other employees within the Camden County Prosecutor's Office rather than a less comparable wage which would result from the Employer's offer.

Looking more broadly to comparison with the public sector generally, the PBA asserts that employees of the Prosecutor's Office are a "police officer's police officer" and comparison to other police deserves greater weight than does public and private sector comparison generally. The Employer maintains that its final offer is comparable to increases enjoyed by state and local governments in

New Jersey, which increased at an average of 3% in 1998. The Employer also compares State employees with its employees who have enjoyed significant wage increases in each of the past nine years while other governmental agencies were granting wage freezes or small increases and requiring significant "give backs". The Employer contends that Investigators receive favorable salaries in comparison to private sector employees generally, pointing out that the average annual private sector salary of \$37,032 in 1997 while the average annual salary of its Investigators, was \$50,743.08 in 1998. According to the Employer, its proposal would increase this already substantial difference. The Employer also compares an investigator with five years of experience who was earning \$44,990 under the previous agreement with a private sector employee in New Jersey earning an average salary of \$35,351 at that time.

On balance, comparison of the final offers made by both parties are above that compared to public and private sector settlements generally. Both proposals recognize the need to maintain the current quality and morale in the Prosecutor's Office and place greater emphasis on more specific law enforcement and internal comparisons. I place lesser weight to generalized comparison with public and private sector settlements due to the sophisticated law enforcement tasks performed by the Investigators, their skills and training, the danger associated with their duties, and the complex law enforcement equipment they operate. Neither final offer is significantly above any of the data on private sector wage increases. The New Jersey Department of Labor publication on average wage

increases in private sector employment covered by unemployment insurance reflects total private sector wage increases in New Jersey of 4.76% from 1996 to 1997 and 5.7% from 1997 to 1998. The increases in Camden County were lower, reflecting 3.52% from 1996 to 1997 and 2.7% from 1997 to 1998. The final offer of the Employer is closer to the Camden County data and the final offer of the PBA is closer to the statewide data. The private sector data varies substantially within major industry groupings. The data is relevant but I do not accord the data the same weight as the prevailing data with respect to wage increases throughout New Jersey in the offices of County Prosecutor and the higher percentage increases offered to other employees in the Prosecutor's office.

The PBA's proposal will not cause adverse financial impact on the residents and tax payers of Camden County nor force the Employer to exceed its lawful authority. First, one must bear in mind that the difference in new money costs between the Prosecutor's proposal and the PBA's proposal is \$92,890 for salaries over three years, or an average of \$30,963 per year. The County has consistently maintained a healthy surplus necessary to maintain an AAA bond rating with Moody's. Specifically, the results of operations has fluctuated from a low of \$4,325,544 in 1997 and a high \$7,614,384 in 1996. In 1998 the results of operations was \$6,888,664. In its 1999 budget, the County anticipated a \$5,300,000 surplus. According to the County such a surplus is necessary to

maintain its bond rating but there is no evidence that the bond rating would diminish as a result of the adoption of the PBA's final offer.

Additionally, tax rates and the tax levy have been stable, but increased in 1999. The tax rate was 0.824 in 1997 and 1998 and increased to 0.862 in 1999. The allowable tax levy was \$172,002,914 in 1999, up from \$165,300,579 in 1998. Assessed values increased from \$18,987,753,086 in 1997 to \$19,131,486,11 in 1998. Additionally, the County's borrowing power is strong with a net debt of \$99,700,528 and remaining borrowing authority of \$300,301,894. Camden County's per capita debt ranks fifteen among the 21 counties in the State. The County has used a 1.5% index rate under the Cap Law and in its 1999 budget, included a Cap bank of \$886,678 from 1997 and an additional \$2,64,851 from 1998. Looking specifically at the budget for the Prosecutor's Office for 1999, a total \$12,937,411 was budgeted for salaries and wages, up \$468,504 or 3.75% from 1998 when the total budget for wages and salaries was \$12,468,907. The additional cost of the PBA's proposal will have minimal impact on the residents and taxpayers of Camden County over the life of the agreement.

Both parties place little emphasis on changes in the cost of living. Both proposals exceed increases in the cost of living, as do all of the settlements in the various offices of the County Prosecutor. This factor favors the Prosecutor's proposal, as its total cost is less than the PBA's proposal. Although the cost of

living is relevant in this case, it merits limited weight is not a controlling factor inasmuch as neither offer is excessive in relation to the cost of living and other factors are also relevant.

I have also considered the interest and welfare of the public and the continuity and stability of employment. The relatively brief average tenure of 8.45 years currently served by Investigators as well as the fact that under the recently expired agreement 9.5 years of service were required to reach top step speaks to a significant turnover rate. From 1994 through 1998, 28 Investigators have resigned, including nine who have retired. Including the retirees, almost one third of the Investigators in the Prosecutor's Office have left their employment in a five year period. This is a significant turnover rate and the loss of experienced employees, several of who have left for more lucrative Federal or private sector positions, raises concerns about the future experience level for Investigators. The public interest is served by experienced Investigators in a sophisticated law enforcement environment. The Prosecutor's Office continues to be a desirable place to work and receives 500 applications per year for approximately 10 positions, but this fact does not preclude the maintenance of an attractive compensation package. As testified to by Detective Gonzalez, morale remains high and employees are proud of their positions and of their performance. This award, by increasing movement within the pay range and increasing salaries should result in reduced turnover, thereby improving the continuity and stability of employment and maintain an experienced and professional workforce.

In sum, when the relatively small financial impact in terms of the new money cost of \$92,890 over three years for the PBA's proposal (or 4.38% per year as the Employer estimates) is balanced against its benefits, the PBA's proposal is more reasonable. The benefits, including hastening movement through the salary guide, enhancing salaries at the top steps, and improving the relationship between Inspector salaries and Superior Officer salaries, should reduce turnover while maintaining the current high performance and morale levels. These benefits will be obtained for reasonable additional cost, thus serving the public interest generally, and will best maintain and enhance the continuity and stability of employment.

The remaining portion of the PBA final offer does not alter its reasonableness. There is no example of a twenty-year Investigator who has not reached Senior Officer pay, and there is no financial impact resulting from this proposal. The three-year term will also permit the Employer to revisit the health insurance issues before the remaining four year Agreements with other County employees expire.

For all of the reasons discussed in this Award, the PBA's final offer on the economic package is more reasonable and is awarded. Accordingly, I respectfully enter the following Award.

AWARD

Duration

January 1, 1999 to December 31, 2001.

Salary

Wage Steps:

Training	2%
1	2%
2	3%
3	3%
4	4%
5	4%
6	4.5%
7	4.5%
Senior Investigator	4.5%

The pay raises proposed above are to occur on July 1, 1999, January 1, 2000 and January 1, 2001.

Senior Officer Pay--

The current practice of employer discretion with respect to Senior Officer Pay Rate shall continue as such senior officer pay rate shall not be withheld beyond completion of the 20th year of police service. The term "police service" is meant to be defined consistent with the New Jersey Police and Fire Pension Statute Law.

NON-ECONOMIC ISSUES

Light Duty: Definition of Policy

- (a) The Prosecutor's Light Duty Policy shall not be incorporated into a new Collective bargaining Agreement.
- (b) The Prosecutor may set forth Light Duty Policies in his Standard Operating Procedures Manual, or may rely upon the Light Duty policies incorporated into the County's Policy and Procedure Manual.

Light Duty

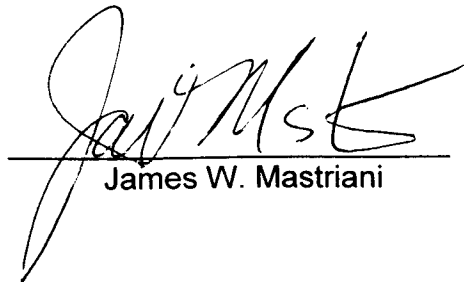
Light Duty-Medical or Related Care--

Effective January 1, 1999, investigators will not have the right, or entitlement to a presumption, that if they have been injured on duty, and are actually performing work for the County,

- a) that they will be entitled to receive medical care during working hours or,
- b) that in absence of the receipt of medical care during working hours, they will receive their regular pay for the time spent receiving medical care during non-working hours.

SOP Notice

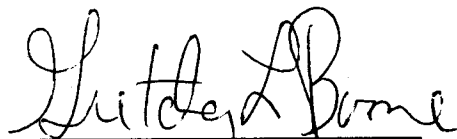
The Prosecutor shall establish a two (2) week comment period for the Union on the Prosecutor's proposed or revised policies in the Standard Operating Procedures Manual.


James W. Mastriani

DATED: December 15, 2000
Sea Girt, New Jersey

State of New Jersey }
County of Monmouth }ss:

On this 15th day of December, 2000, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.


Gretchen L. Boone

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