

STATE OF NEW JERSEY
PUBLIC EMPLOYEE RELATIONS COMMISSION

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In the Matter of the Arbitration :
- Between - : Case No.
CAMDEN COUNTY SHERIFF'S OFFICE : IA-2002-030
: Re: Interest Arbitration
"County" :
- and - :
CAMDEN COUNTY SHERIFF'S SUPERIOR :
OFFICERS, SOA, LOCAL 277 :
"Union" or "SOA" :
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APPEARANCES

For the County

GENOVA, BURNS & VERNIOIA
Lynn S. Degen, Esq., Attorney
Jennifer Mazaway, Esq., Attorney

For the Union

KLATSKY & KLATSKY
Fred M. Klatsky, Esq., Attorney

BEFORE: HOWARD C. EDELMAN, ESQ., ARBITRATOR

BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on December 31, 1998. Negotiations for a new agreement proved unsuccessful. So did mediation efforts. Consequently, and pursuant to New Jersey Police and Fire Compulsory Arbitration Act, NJSA 34:13A-16, Interest Arbitration procedures were invoked and I was appointed as the Interest Arbitrator. Prior to holding a hearing in this matter I attempted to mediate the dispute; said mediation was not successful.

Hearings were held on August 26, 2002 and September 13, 2002. A transcript of the proceedings was made. Numerous documents were entered into evidence and subsequent to the hearings the parties submitted briefs. When I received them, I closed the record. This Opinion and Award follows.

THE PARTIES TO THE DISPUTE

The Employer in this matter is the Camden County Sheriff's Department. Camden County had approximately 510,000 residents in 2001. Median family income in 2000

was \$57,429.00 (Ex. C-25)¹. 12.8% of County residents have incomes below the poverty level, while 9.3% of all New Jersey residents are below the poverty level. (Ex. C-26).

Per capita Income in New Jersey in the year 2000 was \$37,118.00. Camden's per capita income in the same year was \$29,334.00. Seven (7) counties, Cumberland, Gloucester, Hudson, Ocean, Passaic, Salem and Warren had lower per capita incomes. Cape May county had a per capita income slightly higher than Camden's at \$29,407.00. (Ex. C-29). Only two counties, Cumberland and Salem, in New Jersey had a higher effective tax rate than Camden County. (Ex. C-30).

The County has a budget surplus, although it has declined somewhat in the past two years, after increasing for approximately six years. (Ex. C-34). At this time, the County's credit ratings are: A1 From Moody's and A+ from Standard & Poor's. According to an Employer witness, these credit ratings indicate that the County's financial position is "strong" but not as strong as a rating AA or AAA would indicate. (Ex. C-34). A Union

¹Exhibits, are denoted as "C" for County and "U" for Union.

witness declared that the bond ratings indicated, "a strong financial base." (Ex. U-BB).

Employees of the County are divided into 16 separate bargaining units. Eight of those units are comprised of law enforcement employees as follows:

- 1) The unit which is the subject of this matter, Sheriff's Department Superior Officers (Lieutenants and Captains), represented by SOA Local 277;
- 2) Sheriff's Department Officers, which includes Sergeants, is also represented by SOA, Local 277;
- 3) County Prosecutor Superior Officers unit, represented by the County Superior Officers Association;
- 4) The County Park Police unit, represented by Fraternal Order of Police, Lodge 76;
- 5) The County Corrections Superior Officers unit represented by Superior Officers, Correction, PBA Local 351-A;
- 6) The County Correction Officers unit, represented by PBA Local 351;

- 7) Assistant Prosecutors and Law Clerks in the County Prosecutor's Office, represented by Camden County Assistant Prosecutor Association;
- 8) County Prosecutor's Investigators, below the rank of Sergeant, represented by PBA Local 316.

The Union represents Sheriff's Department Superior Officers which is currently made up of thirteen (13) individuals, six (6) Captains and seven (7) Lieutenants. Each of the individuals has been employed by the Sheriff's Department for many years; the individual with the least amount of Department seniority was hired on June 2, 1985; the individual with the greatest amount of seniority was hired March 6, 1972. Whereas all have served in the Sheriff's Department for more than 15 years, their time in their present position is considerably less. All thirteen Captains and Lieutenants have been appointed to their present position since March 10, 1996. The most recent appointment to a Superior Officer position took place on April 16, 2000. (Ex. U-A).

Not only is this a small bargaining unit, it appears there is little turnover. The thirteen (13) Captains and Lieutenants have an average length of service in the Sheriff's Department of 20.9 years. (Ex. C-70). Annual Salary for Captains is currently \$64,677.00, and for Lieutenants it is \$60,668.00. The total annual salary for the entire bargaining unit is \$812,737.78. (Ex. C-1, C-70).

POSITIONS OF THE PARTIES

The Union

1. Length of Agreement

The Union proposes a four year Agreement covering the period January 1, 1999 to December 31, 2002. It does so because this is the same length awarded by Arbitrator Jeffrey Tener in the rank and file unit, including Sergeants, in the Sheriff's Department.

2. Rates of Pay - Base Wage

- A) Establish a 10% rank differential beginning January 1, 1999 through December 31, 2002 between the highest paid Sergeant (including base salary, with 7% longevity, 8% rank differential for the midnight shift, and 7% for over twenty-two (22) years, and a Lieutenant.

B) Establish a 10% rank differential between Lieutenants and Captains.

Specifically, the Union is requesting the following

salaries

	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
Captains	\$71,084	\$74,283	\$77,626	\$83,270
Lieutenants	\$64,622	\$67,530	\$70,569	\$77,102

Initially, the Union points to the events of September 11, 2001 as a major reason for improving the salary and benefits of law enforcement officers.

Also, the Union contends that some Sergeants in the Sheriff's Department earn more than Lieutenants. It submitted both testimony and documents to support this claim. In the Union's view, this situation leads to poor morale among the Superior officers, because when Officers are promoted to a higher position they expect to earn more, not less.

In this context, the SOA points to the following statistics. Effective January 1, 2002, base pay for a Sergeant is \$62,355.00; base pay for Sergeants with twenty-two (22) years in PFRS and/or PERS is \$66,720.00. In addition, Sergeants who have five (5) or more years of service on December 15, 1995 are entitled to longevity pay of two (2) percent to seven (7) percent, depending on

the number of years of service on December 15, 1995. Currently, base pay for a Lieutenant is \$60,668, the Union points out. According to the Union, Sergeants are eligible for shift differentials, overtime, holiday pay, a uniform allowance and a college credit benefit. The Union notes that at least one Sergeant earned more than \$10,000.00 in overtime pay in 2000, and more than \$6,600.00 in 2001.

The Union asserts that while Sergeants are eligible to receive longevity payments, neither Captains nor Lieutenants receive longevity benefits. The Union states that only one (1) Sergeant is not eligible for longevity payments, while three (3) receive 7%, ten (10) earn 6%, ten (10) receive 5% and three (3) collect 4%. In the Union's view, a Sergeant who is receiving longevity, if he accepts a promotion to Lieutenant, loses it.

The Union produced evidence showing that in 2001 only four of the fourteen Superior Officers earned any overtime; of those four, three of them earned less than \$300 each. It contends that the lack of opportunity to work overtime and earn additional compensation is a major detriment to being a Superior Officer.

According to the SOA, another benefit that Sergeants enjoy, but which is denied to the Superiors, is a new salary step, after twenty-two years of service, which became effective on January 1, 2002, as a result of Arbitrator Jeffrey Tener's award to Sheriff's Officers. This step applies to all Sheriff's Officers who have twenty-two years of service in PFRS, but does not apply to Captains or Lieutenants, it insists. The Union asserts that its number one priority in these negotiations is to make sure every Lieutenant and Captain will be paid an additional 7%, no matter how many years of service in PFRS.

The Union does not believe there is any reason for Sergeants to earn more than Lieutenants. In addition, the Union argues that there is a very large and growing disparity between the Lieutenants in the County Prosecutor's Office and the Lieutenants in the Sheriff's Department.

The Union urges me to compare their terms and conditions with those of the Sheriff's Officers and to compare the salaries of Lieutenants in the County Prosecutor's Office. In addition, the Union claims, the

salaries for Superior Officers are below the State average. For example, Captains in Camden are in the bottom third of salaries in 2000, 2001 and 2002 and Lieutenants are in the bottom half, as the SOA sees it.

Also, the Union contends, there are no reasons why Sergeants should earn more than Lieutenants or Captains. Thus, the Union argues, there is a huge disincentive for the 170 Sheriff's Officers and Sergeants to seek promotion if, as a result, they will earn less money and incur additional responsibilities.

The Union contends that Arbitrator Jeffrey Tener held that the most meaningful comparison with the Sheriff's Department is the Park Police and the Prosecutor's Investigators and asserts that the differential between the two groups should be narrowed.

The Union postulates that a Camden County Prosecutor Investigator Lieutenant will earn more than \$20,000 per year more than a Sheriff's Lieutenant in 1999 through 2002, even if I grant its salary proposals. The Union points out that Arbitrator Tener stated there was no justification for the large differential between Prosecutor's Investigators and the Sheriff's Officers.

Therefore, the Union concludes, there is no justification for the large differential between Prosecutor Lieutenants and Sheriff's Lieutenants. Consequently, the Union argues, there is no reason to disagree with Arbitrator Tener's statement that the two most significant comparisons for the Camden County Sheriff's Department are the Camden County Park Police and the Camden County Prosecutor's Investigators and urges me to narrow this gap substantially.

In the Union's view, the County can afford to grant its proposals because it had no CAP restrictions in 1999, 2000, 2001 and 2002. Furthermore, it maintains that its proposals would have a minimum financial impact on the County, its residents and taxpayers because the County has a budget surplus and the bargaining unit is only thirteen individuals.

The Union claims the County had no CAP restriction. In addition, the Union notes that the CAP legislation permits the County to use a five (5) per cent CAP, but the County chose a four per cent CAP for 2001 and used a 2.5% CAP in 2002. Thus, the Union believes the County is in a stronger financial condition than it [County]

suggests.

From the Union's viewpoint the cost of its proposal will have a de minimus financial impact on the County, its residents and the taxpayers. The Union believes its proposals will cost the County approximately \$25,000.00 per year, which translates into virtually no increase in the tax rate.

In addition, from the Union's perspective, there are several financial discrepancies between Sergeants and Superior Officers that lead to Sergeants' pay being higher than the Superior Officers. These are: Sergeants are able to earn holiday pay but Superior Officers do not; Sergeants receive \$250.00 per year if they have an Associate's Degree, but Superior Officers are not eligible for this payment; and, Sergeants are able to earn shift differentials, but Captains and Lieutenants do not.

According to the Union, the County has a surplus of over twenty million dollars and has consistently been able to regenerate one each year. The Union argues that while the budget surplus declined in 2001, that decline resulted from the County paying out approximately

\$2,000.00 in retroactive benefits to all Sheriff's Officers and Sergeants for the years 1999, 2000 and 2001. Consequently, the Union asserts, the surplus would have been larger in 2001, except for the fact that three years of deferred wages and benefits were paid out.

The Union contends that the County's bond ratings of A+ from Standard and Poor's and A1 from Moody's demonstrate that the County has a strong financial condition.

In the Union's view, its salary increase proposal for 1999, 2000 and 2001 is less than the average increase in personal income for all New Jersey residents. The Union notes that the CPI increased by less than the increase in personal income, in New Jersey, in 1999, 2000 and 2001.

3. Payment of Sick Days at Retirement

Increase the payment for earned an unused sick days to 100%

At the present time, Superior officers are entitled to be paid for fifty (50) per cent of accumulated but unused sick leave upon retirement, while Sheriff's Officers and Sergeants receive one hundred (100) per cent. The Union's goal is to achieve the one hundred

percent level. The Union suggests that some Superior Officers had circumvented the 50% difference by obtaining a doctor's note and taking the sick time. The Union maintains, however, that this is not the same as receiving a lump sum payment. Moreover, at least one Sergeant took his name off the promotion list because he would have lost half his accumulated sick leave upon retirement, in the SOA's view.

From the Union's perspective, the fact that Sergeants are paid 100% of earned and unused sick leave at retirement, but Superior Officers are only paid 50% of theirs, contributes to the overall disparity in compensation between Sergeants and Superior Officers.

4. Uniform Maintenance.

Increase to \$1,500.00 for uniform maintenance and incorporate the \$1,500.00 into the base salary and the officers will maintain their own uniforms; or, increase the uniform maintenance allowance by \$100.00 each year; but the department will supply uniforms, i.e., \$850.00 for 1999, \$950.00 for 2000, \$1,050 for 2001, \$1,150 for 2002.

Concerning uniform and maintenance allowance the Union presented two alternate proposals. The Union asks me to grant either one. The first would eliminate the uniform allowance from the Agreement altogether and,

instead, increase Superior Officers' salaries by \$1,500.00 per year. The Union contends that this arrangement would result in a salary increase which is pensionable. The other alternative would be to change the allowance to a clothing allowance and to increase it by \$100.00 per year, because the current allowance is insufficient, the Union claims.

5. Educational Incentive

- A) Add another educational level of associate's degree for \$500.00.
- B) Increase the educational incentive of \$500.00 to \$1,000.00 to \$1,500.00 for master's degree.
- C) All three educational incentives of Associate's, Bachelor's, and Master's shall be incorporated into base salary for all purposes.
- D) Increase the \$10.00 per credit to \$75.00 per credit; and change the definition of the term "college credits" to "any college credits which are party of obtaining an Associate's Degree, Bachelor's Degree or Master's Degree, without any approval from the Sheriff."

The Union is seeking to improve the current educational incentives. It requests a new stipend of \$500.00 for an Associate's Degree and desires to increase the stipends for Bachelors' Degrees and Masters' Degrees by \$500.00 each. It argues that Sheriff's Officers and

Sergeants already have the \$500.00 stipend for the Associates' Degree, but Superior Officers do not. In the Union's view, improving the educational stipends would create a positive incentive for increased education for Superior Officers who have significant responsibilities in managing the Sheriff's Department. In addition, the Union asks that the educational incentives be incorporated into the base salary for all purposes, including overtime and pension.

The Union contemplates increasing the per-credit payment the County makes to Superior Officers towards the cost of college credits. The current per-credit payment is \$10.00, and the Union requests an increase to \$75.00 per credit. The Union states that Rutgers-Camden charges \$186.00 per semester hour, far in excess of the current \$10.00 per-credit payment.

6. Vacations

- A) Increase from 22 days to 25 days for the 21st year through the 25th year.
- B) Add a vacation step at 26 years for 26 working days.

Vacation days are, according to the Union, another area of unequal treatment, in that Sergeants with more

than twenty-one years but less than twenty-six years of service accrue twenty-five (25) vacation days per year, but Superior Officers only accrue twenty-two. Sergeants with twenty-six or more years accrue twenty-six days compared to Captains' and Lieutenants' twenty-two days, the Union points out. Over a twenty-five year career, a Sheriff's Officer earns 450 vacation days, but a Superior Officer can only earn 435 days, the Unions notes.

7. Retroactive Benefits.

Benefits shall be applied retroactively to all officers who left the Department for any reason other than termination.

The Union urges me to apply all the benefits in this award to all Superior Officers who have left the Department for any reason other than termination, since this is what Arbitrator Tener awarded in his decision to the Sheriff's Officers.

8. Holidays.

Add two new holidays: Lincoln's Birthday and the Friday before Labor Day.

9. Medical Benefits After Retirement.

Time with prior law enforcement agencies will be incorporated with Sheriff's Department time when calculating employment time for medical benefits after 25 years of service and the Police and Fire Pension System.

The Union believes that some Sheriff's Officers have been given credit for prior experience with other law enforcement agencies. Consequently, the Union requests prior credit for all Superior Officers who have worked in other law enforcement agencies. Moreover, the Union argues that only two Superior Officers have prior experience with other law enforcement agencies and that, therefore, the economic impact of this proposal is minimal. Further, it asserts that NJSA 40A:10-23 permits an employer to give credit for prior experience with other law enforcement agencies.

10. Health and Welfare Contributions.

Increase the payments to \$500.00 per employee per year, beginning January 1, 2001.

With respect to Health and Welfare contributions, the Union contends that the County's contribution to its fund should be the same as its contribution to the Sheriff's Officers fund, which is \$500.00 per year. The Union notes that the costs of providing vision and dental benefits have been increasing.

11. Payment of Unused and Earned Sick Days.

- A) Eliminate the requirement to give one year notice of retirement.

- B) Allow Superior Officers the option of either being paid their sick leave payment in one lump sum within one hundred and twenty (120) days of their retirement; or to have the sick leave payment divided over the last year's bi-weekly payments.

The Union requests two other changes to the procedure for payment of unused sick leave upon retirement: i) to delete the requirement to give twelve (12) months' notice of intention to retire, and ii) to have the option to receive the payment in a lump sum or to have the payment spread over a period of time. The Union asserts that the Sheriff's Officers do not have to give twelve months notice; thus, it sees no reason why Superior Officers should have to.

12. Grievances.

- A) Change Section 2(a) of the grievance procedure to include minor discipline.
- B) Change Section 2(c) of the grievance procedure to include the PBA in the definition of "aggrieved party."

There are, in the Union's view, two reasons to grant its proposals concerning the grievance procedure. First, the County's representative stated it had no objection to either proposal. Second, Arbitrator Tener granted each of the requested modifications in his award for the

Sheriff's Officers' contract.

13. Communicable Diseases.

Add the following to the Contract

Any Officer who shall suffer from a serious communicable disease related to HIV, Hepatitis B, or other blood borne disease, shall be treated as though the disease were contracted on the job pending verification using Police incident reports.

The Union proposes that I adopt the same communicable disease clause that Arbitrator Tener included in his award, which is also in the Park Police Collective Bargaining Agreement.

14. Health Benefits.

The Union opposes the County's proposal on health and prescription benefits. Its primary reason for resisting the County's proposed modification is that the Sheriff's Officers and Sergeants do not have it. Thus, the Union argues, this is another instance of the County trying to give the Superior Officers lesser benefits than those that are enjoyed by the Superior Officer's subordinates. The Union acknowledges that the Arbitrator Tener granted some of the County's proposal concerning prescription benefits.

The Union also argues that the County offered no

experts, source documents or factual basis for its proposals on medical and prescription benefits. Further, in the Union's view, these proposals, if granted, would discourage Sergeants from accepting promotions because their health benefits would decline.

In sum, the Union asserts that its proposals are fair, reasonable and within the bounds established by N.J.S.A. 34:13A-16g. Accordingly, it asks that they be awarded.

The County

1. Length of the Agreement.

Seven year Agreement from January 1999 through December 31, 2005.

The County proposes a seven year contract - to expire in December 2005, because, in its view, it has already settled with four other law enforcement bargaining units until that date. Moreover, the County asserts that four years have already elapsed since the expiration of the prior Collective Bargaining Agreement. As such, it suggests, a seven year Agreement is needed to promote labor relations stability. Also, the County alleges, there is no legal restriction to such an award.

2. Wages.

Wages shall be increased as follows:

1999 beginning pay-period 14	4%
2000 beginning pay-period 14	4%
2001 beginning pay-period 14	3.9%
2002 beginning pay-period 14	3.75%
2003 beginning pay-period 14	4%
2004 beginning pay-period 14	4%
2005 beginning pay-period 14	4%

The County maintains that the Union's proposal would cost more than \$225,000 for the first four years, which in the County's view is excessive. It contends that its salary proposal, which has been accepted by other law enforcement units, follows the pattern of settlements. The County acknowledges that Arbitrator Tener deviated from this pattern in his award for the Sheriff's Officers, because the Union established a compelling need to do so. In the County's view, no such compelling need was established in the instant proceeding.

According to the County, many of the salary comparisons made by the Union constitute the proverbial "apples and oranges" comparison because the Union is

utilizing Superior Officers' salaries which have not changed since 1998 and comparing them to current salaries of other employees. Thus, in the County's view, many of the Union's comparisons far overstate the problem by including data which are not comparable.

The County contends that a rank differential should not be a percentage of base wages because the dollar gap would increase over time and because no other comparable County group has a percentage rank differential. In addition, it suggests, there is a discrepancy in the Union's proposals concerning whether said differential should be 7% or 10%. Moreover, it claims, there are very important differences in the jobs of Superior Officers and those of the Sheriff's Officers, the former group having limited contact with the inmates and the general public. The County disputes the Union's position that there is a morale problem because Superior Officers do not work holidays and overtime, claiming the Sheriff has never had a problem filling Superior Officer vacancies.

Other evidence supports its position, the County urges. It asserts that civilian employees in state and local governments are not only paid much lower salaries,

but also received salaries which are lower than what the County is proposing for the Superior Officers. It is the County's position that the Superior Officers have fared much better over the years than private sector employees. It points to several collective bargaining settlements in the private sector to support its claim that private sector manufacturing wages and wage increases are much lower than the salaries of Superior Officers.

The County postulates that the eight Southernmost counties are the most appropriate jurisdictions for comparison, because South Jersey has been designated a separate statistical area by the US Department of Labor, Bureau of Labor Statistics and those eight counties have similar socio-economic and financial characteristics. In the County's view, the comparisons the SOA is utilizing are inappropriate and/or very dissimilar from Camden County.

The County claims that it is straining to maintain fiscal health, while maintaining services and not increasing taxes more than may be required by the 2003 budget. It argues that it is in a somewhat precarious financial condition. The tax base has remained

relatively flat, while expenses, on a per capita basis, have been rising, the County suggests.

The County and the Union also disagree on the size of the County's debt. The County argues that it is responsible for a portion of the debt issued by the County Improvement Authority. Therefore, in its view, Union exhibit U-U-12 understates the County's debt picture. It acknowledges that its debt ratings are A+ by Standard and Poor and A-1 by Moody, but observes that these are not the highest ratings issued by either agency.

Superior Officers' salaries have increased much faster than the CPI for southern New Jersey, according to the County. It asserts that its offer is more supportive of the public's interest than the Union's.

While the County concedes that it has opted for a 2.5% CAP, rather than the full 5%, it argues that this was a policy decision in an effort to maintain costs and to control rising taxes. The County notes that the Union's proposal would increase Superior Officers' salaries by 7.3% to 7.5% each year, far in excess of what it budgeted for.

By the County's estimate, the Superior Officers receive a substantially higher compensation than the average Camden County resident and taxpayer.

It is the County's perception that Superior Officers enjoy secure and stable employment, without the threat of job loss that exists in many other occupations. Every one of the Superior Officers now in the Sheriff's Department has at least fifteen (15) yeas of service in the Department, it notes.

According to the County, the Union's proposal on senior officer differential for every Superior Officer, which is in Lieutenant Fillppo's certification, is not part of the Union's final offer and thus should not be considered by the Arbitrator. Moreover, the County argues, it would be extremely costly.

3. Health Benefits.

Base Salary	Co-Pay
\$30,000 to \$50,000	\$6 Brand Name (retail or mail order)
	\$2 Generic (retail or mail order)
	\$7 For any maintenance drug if not in Mail Order after 3 months

\$50,000 to \$70,000

\$8 Brand Name (retail or mail order)

\$4 Generic (retail or mail order)

\$10 For any maintenance drug if not in mail order after 3 months.

Over \$70,000

\$11 Brand Name (retail or mail order)

\$6 Generic (retail or mail order)

\$10 For any maintenance drug if not in mail order after 3 months.

For any drug that the employer's third party administrator (TPA) deems excessively expensive and has a less expensive brand name equivalent, the employee will pay an extra \$15 co-pay in addition to the relevant co-pay. The TPA will publish a list of such medications once a year.

All employees in the Traditional Indemnity Plan will be automatically enrolled into the PPO or one of the offered HMO's. Upon retirement, the employee may switch back to the Traditional Indemnity Plan if he/she moves to an area not covered by the PPO or the offered HMO's.

New employees will pay a portion of their health and prescription benefits through payroll deduction according to the following schedule:

Years of Service	Percentage
1	20%
2	20%
3	20%
4	17%
5	17%
6	13%
7	13%

8	10%
9	10%
10	10%
11	10%
12	0%

All deductions are limited to a maximum 5% of an individual's base gross pay.

- 3a. Implement a Section 125 Premium Conversion Plan
- 3b. Standardize coverage in all plans for dependents up to age 19 if not in school and age 23 if in school. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.
- 3c. No opt out for spouses or relatives where one is a dependent, if both are on the County payroll and would otherwise be eligible for benefits. The two employees must choose one type of coverage only.

Opt out amounts will be follows:

Type of Coverage Opted Out	Amount
Prescriptions Benefits	
From Family to no coverage	\$90
From Parent/Child to no coverage	\$55
From Single to no coverage	\$35
From Family to Parent/Child	\$40
From Family to Single	\$60
From Parent/Child to Single	
Health Benefits	\$25
From Family to no coverage	\$330
From Parent/Child to no coverage	\$200
From H/W to no coverage	\$250
From Single to no coverage	\$120
From Family to Parent/Child	\$150
From Family to H/W	\$ 90
From Family to Single	\$220
From Parent/Child to Single	\$ 80
From H/W to Single	\$140

3d. The Spouse of an employee who dies in active service (not in the line of duty) shall be entitled or not entitled to health and prescription benefits at a cost depending on the years of service as stated in the collective bargaining agreement for retirees.

3e. As of the signing of the agreement, retirees will be paid according to the following schedule:

Under 10	COBRA Only
10 to under 15 years	30%
15 to under 20 years	25%
20 to under 25 years	15%
25 years and over	0%

3f. Increase co-pay for HMOs and PPO to \$10 for primary care visits and \$15 for a specialist except Amerihealth HMO which will become effective 2003.

3g. Employees will be responsible for any extra costs incurred by the County if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the Insurance Division within 90 days of the event.

The County supports these proposals by pointing to the increased costs of health benefits, both for employees and for retirees, stating that from 2000 to 2002 the cost of health benefits increased by 14 per cent. According to the County, the cost of the Prescription plan increased by \$1,500,000 from 2000 to 2001.

As the County sees it, the increasing cost of health

and prescription benefits is a major problem in its 2002 budget. The County declares that its proposal on prescription benefits is in line with what other employers are doing, yet it would require lesser co-payment than what other employees are paying. Moreover, the County insists, every bargaining unit in Camden County that has settled contracts for 2002-2005 has accepted its health benefits proposal.

It is the County's perception that its proposal is not only fair to the Superior Officers but fits within the bounds of the County's budget constraints, and will not require increased taxes or decreased services.

4. Union's proposals

The County objects to the Union's two proposals on uniforms as too costly. It claims that Superior Officers seldom wear uniforms. It also rejects the Union's proposal to have the uniform allowance included in base pay as improper in light of N.J.A.C. 17:4-4.1.

The County also rejects the Union's arguments concerning college credit contending that only seventeen New Jersey Counties provide tuition reimbursement for Superior Officers and all of them require the Sheriff's

approval for reimbursement, and also require the courses to be job related.

According to the County, the Union's proposal on educational incentive is unwarranted. The County claims that 10 of 17 reporting counties have no educational incentive for Sheriff's Superior Officers.

The County opposes the Union's request to increase Health and Welfare contributions to achieve parity with Sheriff's Officers because it does not believe the Union provided any justification for said increase.

It is the County's belief that the Superior Officers already have a better sick leave payout than other Sheriff's superior officers; thus there is no reason to change it. It argues that Superior Officers who are close to retirement merely take the sick time and get a doctor's note for their absence.

In the County's view, the Union has not set forth a convincing reason for granting its proposal on communicable diseases. It declares that in the eight southernmost counties not one Sheriff's superior officer bargaining unit has a communicable disease policy.

The County dismisses the Union proposal on holidays

as unreasonable and extremely costly. It contends that the Sheriff's Superior Officers have the highest number of days off when compared to comparable County Superior Officers, albeit in some cases the Camden Superior Officers have fewer vacation days, which is offset by higher personal, holiday and bereavement days.

As to retroactive benefits, the County asserts that Ocean, Gloucester and Burlington counties do not provide retroactive benefits to people who leave the unit voluntarily. It sees no reason to do so here.

It is the County's belief that the Union's proposal concerning retiree medical benefits is preempted by state statute and case law because it must be provided to all employees on a uniform basis and thus if an arbitrator awarded this proposal to one unit, that award would directly affect employees outside the bargaining unit.

In sum, the County asserts that its proposals are fair, reasonable and within the pattern of settlements already established. Accordingly, it asks that they be awarded and that the Union's proposals be rejected.

DISCUSSION AND FINDINGS

Several introductory comments are appropriate. My determination is limited to evidence contained in the record as developed at the hearings. I am precluded from considering any other factors and my findings below are based strictly on this record.

Moreover, Arbitrators are also limited by the criteria established by New Jersey Police and Fire Compulsory Arbitration Act, NJSA 34:13A-16, Subsection d(2) which requires an arbitrator to:

"separately determine whether the total net annual economic changes for each year of the agreement are reasonable under eight statutory requirements set forth in subsection g of this section."

The eight criteria set forth in subsection g are:

- 1) The interests and welfare of the public. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are limitations imposed on 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; 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 P.L. 1976, c.68 (C.40A:4-45.1 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 municipality 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 of the local unit; the impact of the

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

With these principles in mind, I turn to the issues in dispute.

1. Term of Award

The term of this award is from January 1, 1999 to December 31, 2002.

The County would have the award extend until the end of 2005. The Union took no explicit position on the term of the award, but its economic proposals all end in 2002.

Limiting the term of the award to December 31, 2002 creates some inconvenience for the parties, in that they will have to begin negotiations for another contract almost immediately. I believe, however, that any

inconvenience is outweighed by the need to have the contracts for the two bargaining units within the Sheriff's Department expire at the same time. Ending this award in 2002 will leave both parties on a level playing field to deal with the very contentious issue of health benefits. Moreover, one of the issues dividing the parties in this round of negotiations is the fact that some Sergeants earn more than some Lieutenants. When this award is implemented Lieutenants' base salary will exceed the base salary of all Sergeants, although by only a few hundred dollars over the four Sergeants with twenty two years experience and the seven percent longevity.

This is not to say that all contractual provisions must be identical in both units. As indicated below there are valid reasons why they should not. However, given the size of the units noted above, it would not be proper to have the "tail wag the dog" by establishing important terms and conditions of employment beyond 2002 in the smaller bargaining unit. Thus, I conclude, the Award shall cover the period January 1, 1999 through December 31, 2002.

2. Salary Increases

Superior Officers' salary shall be increased as follows:

January 1, 1999	-	4.5%;
January 1, 2000	-	4.5%;
January 1, 2001	-	4.5%;
January 1, 2002	-	4.0%

The heart of any agreement is the wage and salary structure. In this particular case, the salary issue was hotly debated because Superior Officers have not received an increase since 1998.

The County urged me to award the same salary increases as were negotiated between it and four other law enforcement units: Corrections Superior Officers, the Park Police, the Prosecutor's Superior Officers and the Prosecutors Investigators. The Union, on the other hand, sought a rank differential that would raise Lieutenants salaries to 10% above the highest paid Sergeant who is earning 7% longevity and the 7% first class Sergeant pay; and would increase Captains' salaries to 10% above those of Lieutenants. I find that neither proposal should be adopted. The County's position would result in a salary increase that is too low, while the

Union's position would require an increase that is too high.

As the Union has pointed out, the difference in salaries between Prosecutor Lieutenants and the Sheriff's Lieutenants is in excess of \$20,000.00 per year. In 1998, the last time the Sheriff's Lieutenants received a raise, the difference was \$21,834.00. Currently, the salary for a Prosecutor Lieutenant is \$96,191.00, (Ex. U-II). The salary for a Sheriff's Lieutenant, after this award is implemented, will be \$72,001.56. Thus the difference between the Prosecutor Lieutenants and the Sheriff's Lieutenants will be \$24,190.00, which is \$2,356.00 larger than it was in 1998. Had I accepted the County's proposal, the differential would have been have been even greater, at \$25,457.00.

Even though the salary increases I am awarding are larger than the percentage increases Park Police and the County Prosecutors Investigators Lieutenants received, the dollar differential between the Prosecutor Lieutenants' and the Sheriff's Lieutenants' salaries will be larger than it was in 1998.

I have chosen the pattern that exists in the Sheriff's Department for 1999 through 2002 because I

believe it is the most appropriate pattern for the Superior Officers, since they are all employed in the Department and supervise and manage the employees of the Department. These are the same percentage amounts which the Sheriff's Officers received in each of those years. While both the County and Union have advanced a multitude of arguments for patterns different than those within the Sheriff's Department, each of them has also made comparisons to terms and conditions within the Sheriff's Department. Neither the Union nor the County has presented a convincing argument as to why I should deviate from the salary increases that have already been awarded to the Sheriff's Officers for 1999 through 2002. These increases are the same percentage increases that were awarded by Arbitrator Tener to the Sheriff's Officers in December 2001. He noted that while Camden County is not a wealthy county, and that many of its residents have income levels well below the State average, it is well managed financially and has a number of positive attributes as reflected in its bond ratings. (Ex. U-C, p. 81) As I have detailed below, the County's financial condition is approximately the same today as it was at the time of Arbitrator Tener's award. Therefore,

I conclude that equal increases for the Superior Officers are reasonable.

Both the Superior Officers and the Sheriff's Officers work in the same department, under the same general conditions of work, have the same general responsibilities, and are under a single line of authority from the County Sheriff. There are, of course, differences. Some Sheriff's Officers are required to work evening and night shifts, weekends and holidays. Superior Officers are seldom required to work weekends or holidays and only one regularly works evening or night shifts. On the whole, however, there are more reasons to follow the pattern of salary increases set by the Sheriff's Officers than to follow any other salary settlement. The fact that Superior Officers are such a small bargaining unit within the Sheriff's Department and the other larger unit has already settled on salaries is also a significant factor. To award some other level of increases to the smallest unit in the Department, at this late date, would be disruptive to the morale in the department, I find.

The Union maintained that I should award much larger increases than those that were achieved by the Sheriff's

Officers because the Superior Officers had fallen way behind the Sergeants in the Department. The Superior Officer's salaries were last increased in the first pay period of 1998, nearly five years ago. (Union Ex. B, p.7) The Sheriff's Officers salaries were increased in the Spring of 2002, as a result of Arbitrator Tener's award. Therefore, the Sheriff's Officers, and more specifically, the Sergeant's rates of pay are current, while the Superior Officers' rates of pay are outmoded. This award will bring the Superior Officer's pay rates up to date by applying the same percentage increase to the Superior Officers' salaries as were applied to the Sheriff's Officers.

In 1998, a Lieutenant's base pay was \$60,668.00. A Sergeant's base pay at that time was \$52,540.00; base pay for a Sergeant who was eligible for the longevity differential was \$56,218.00. (Ex. U-K) Therefore the difference between a Lieutenant's base pay and a Sergeant's was \$8,128.00; the difference was \$4,450.00 for those Sergeants who were eligible for longevity.

When this award is implemented a Lieutenant's base salary for 2002 will be \$72,001.00. Current base pay for a Sergeant is \$62,355.00, effective as of January 1,

2002. Base pay for Sergeants with twenty-two (22) years in PFRS and/or PERS is \$66,720.00. In addition Sergeants who had five (5) or more years of service on December 15, 1995 are entitled to longevity pay of two (2) per cent to seven (7) percent, depending on the number of years of service on December 15, 1995. Thus, the difference in base pay between a Lieutenant and a Sergeant will be \$9,646.00, or, approximately \$1,500.00 more than in 1998. However, the difference between Lieutenants and those Sergeants who have more than twenty-two years of service will drop to \$5,281.00 and will decrease to only \$611.00 for those Sergeants who have twenty-two years of service and are eligible for the seven (7) percent longevity differential.

Lieutenant's Salary Increase Calculation

	Salary before Increase	%increase	\$increase	Salary after Increase
1998	\$60,668.00			
1999	\$60,668.00	0.045	\$2,730.06	\$63,398.06
2000	\$63,398.06	0.045	\$2,852.91	\$66,250.97
2001	\$66,250.97	0.045	\$2,981.29	\$69,232.26
2002	\$69,232.26	0.040	\$2,769.29	\$72,001.55

A Sergeant with twenty-two years of experience, who is also eligible for the maximum longevity, will earn

\$71,390.00 in 2002. There are four such Sergeants. There are seven Sergeants with twenty-two years of experience who, are eligible for six percent longevity, will have a base salary for 2002 of \$70,723.00. (Union Ex. FF) Therefore, the Lieutenants' base salary will exceed the base salary of all Sergeants, although by only a few hundred dollars over the four Sergeants with twenty two years experience and the seven percent longevity.

Superior Officers are not eligible for longevity pay. They bargained it away in a previous round of negotiations. (Tr. Aug. 26, p. 62-63) Having bargained longevity away, its unrealistic to argue that it should now be included in the comparison between Lieutenants and Sergeants.

I recognize that some Sergeants will have gross earnings in excess of \$72,000 in 2002. Those gross earnings are the result of shift differentials, overtime and holiday pay. It is important to note that Superior Officers are eligible for: a) overtime pay, if they are authorized to work overtime; b) a shift differential of six (6) percent for working the second shift and eight (8) per cent for working the third shift; and, c) holiday pay for authorized work on a holiday. (Union Ex. B)

Extra compensation for working evening or nights, for working holidays and weekends and for working beyond the regular schedule has been part of American labor relations for at least sixty (60) years. The purpose of such extra pay is to compensate employees for having to work at times which most regard as onerous. In a word, it is inconvenience pay.

Some Superior Officers have been authorized to work overtime and consequently, received overtime pay. (Tr. Aug. 26, p. 88-89, 129-30. Union Ex. A-11) The Union, in its brief (p. 22) acknowledged that four (4) Superior Officers received overtime pay in 2001. The Union also conceded that Superior Officers are able to earn the same shift differential the Sergeants do, if they are assigned to work evenings or nights (Union brief, p. 29)

The fact that Superior Officers seldom work overtime, weekends or holidays means they do not earn the extra income that flows from such work; but they also do not have the hardship that is an element of those work schedules. While I fully understand that a Sergeant who is assigned to an evening or night shift and who also works on holidays and weekends can earn more than a Lieutenant who does not work such a schedule, I am

not persuaded that this is a reason to further increase the Lieutenants' base salary. A Lieutenant who does work such a schedule will receive the same differentials, which will be applied to his/her higher base salary.

The Union proposed a rank differential of 10% between Lieutenants and Sergeants and the same amount between Captains and Lieutenants. The County opposed such a differential as being unnecessary, as well as unprecedented, in that no other County Sheriff's Superior Officers unit has a rank differential expressed as a percentage.

I am denying the Union's proposal for a percentage rank differential. First and foremost, as I have already stated, when this award is implemented, a Lieutenant's base salary will exceed the base salary of all Sergeants, although by only a few hundred dollars over the four Sergeants with twenty-two (22) years experience and the seven (7) percent longevity. The yearly increases I have awarded are somewhat higher than the salary increases that were negotiated between the County and four other law enforcement units, in order to match the increases that were awarded to the Sheriff's Officers. As a result, the Superiors regained a differential over

the Sheriff's Officers. Finally, the County's finances are strained; a percentage differential would impose additional financial burdens on the County. For these reasons, I reject the SOA's proposal to create a percentage rank differential.

The cost of these salary increases is set out below.

It is based on the total current salary cost of \$812,738.00, of which \$424,676.00 is for 7 Lieutenants and \$388,062.00 is for 6 Captains currently on the payroll. (County brief, p. 20)

The increased salary cost for current employees, for each year is:

1999 - \$36,573.00

2000 - \$38,219.00

2001 - \$39,939.00

2002 - \$37,099.00

Moreover, I find, the increases awarded are consistent with the statutory criteria, as set forth below.

The interests and welfare of the public

The first criterion under New Jersey Police and Fire Compulsory Arbitration Act is the interests and

welfare of the public including the limitations imposed on the employer by the CAP law.

The public has an obvious interest in having adequate police services and an effective court system. The Sheriff's Department provides security in the courts, transports prisoners and also includes a Special Investigations unit, a plainclothes street unit, SWAT team and underwater search and recovery team. The Superior Officers of the Sheriff's Department supervise all the activities of the employees in the Department.

The public also has an obvious interest in stable taxes which needs to be balanced with the County's need to be able to attract and retain qualified individuals to provide the services the public wants. Reasonable levels of compensation are necessary if the County is to be able to maintain an efficient and effective work force.

In 2002, the County's tax rate was the 3rd highest in the State, at 89 cents per \$100 of assessed valuation. (Ex. C-16) From 1999 to 2001 the rate was 86 cents. (Ex. C-30) Thus, it appears that the tax rate has been relatively stable over the last several years.

In considering the public interest, the statute explicitly requires the Arbitrator to consider limitations imposed on the employer by P.L. 1976, c. 68 (C.40A:4-45.1 et seq.), also known as the CAP law. In the year 2002, the County budget was just barely within, but nevertheless within, the CAP restrictions. County Exhibit 12, sheet 3B, states that the County's Allowable Tax Levy, after adjustment for CAP Bank allowance, was \$196,426,865.88. Sheet 2 of the same exhibit states that the amount to be raised by taxation is \$195,921,700.00, leaving the County \$507,165 below the CAP in 2002. Clearly, an Award whose total cost is less than \$180,000 does not threaten the CAP.

Both parties retained expert witnesses who submitted certifications concerning the CAP limitations. The certification submitted on the County's behalf, Ex. C-14, acknowledged that the County is within the CAP limitation for 2002, but, predicts that the County will face CAP problem in 2003. The certification submitted for the Union Ex. U-BB, states that the County is not as close to the CAP limitation as appears because the County used a 2.5% CAP in 2002, but could have used a 5% CAP.

It is not necessary for me to decide whether the Union's or the County's expert analysis is more appropriate, since it is crystal clear the County is under the CAP for 2002. The total cost to the County of implementing this award is \$179,070.00, which is less than County's CAP limitation. The County will still be under the CAP by approximately \$325,000.00 after implementing this award.

I conclude that it is in the public interest to increase the compensation of the Superior Officers in the Sheriff's Department as indicated above, and further, that such increases will not have a negative impact on the County's finances.

Comparisons

The Statute requires the Arbitrator to compare 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 and specifically with employees in: (a) in private employment in general; (b) in public employment in general; and, (c) in public

employment in the same or similar comparable jurisdictions.

Private Sector

The private sector pays the taxes that generate the County's revenue. A strong private sector is necessary for the continued financial health of the County. The employer submitted a document, produced by the State of New Jersey, in March 2002, entitled New Jersey Occupational Wages, (Ex. C-38), which details wage information for the Burlington, Camden, Gloucester, Salem County region.

In March 2002, the average annual wage in the Burlington, Camden, Gloucester, Salem County region private sector was \$35,285. (Ex. C-38) For the whole State, the average annual wage in the private sector was \$43,638. The range of average annual wages ranged from \$13,942 in the "Eating and Drinking Places" industry to \$124,352 in the "Security, Commodity Brokers & Services" Industry. (Ex. C-90) The midpoint between those two extremes is \$69,147. The Camden County Superior Officers, when this award is implemented, will be earning more than the New Jersey and the Burlington, Camden, Gloucester, Salem County region average annual

wage, but somewhat less than the midpoint between the highest and lowest average annual state-wide wage.

The median annual wage for all Management Occupations (Code 11-0000), in the Burlington, Camden, Gloucester, Salem County region, in March 2002, was \$80,600.00. The 25th percentile was \$54,565.00 and the 75th percentile was \$105,980.00 (Ex. C-38) When this award is implemented a Captain's salary for the year 2002 will be \$76,759.00, and, for Lieutenants it will be \$72,001.00, both considerably less than the median wage for Management Occupations. (Ex. C-38)

Another way to compare the Superior Officers with the private sector is to look at increases in compensation of employees in the private sector. All of the data that were introduced was published by the New Jersey Department of Labor. In June 2002, Average Weekly factory earnings in New Jersey dropped by 7/10 of one per cent, over the previous twelve (12) months. For the United States as a whole, the comparable number was an increase of 3.8%. Personal income for New Jersey residents increased by 3.5% over the previous twelve (12) months; and for United States residents it increased by 3.7% (Ex. C-27) In July 2001, personal income for

New Jersey residents and United States residents increased by 7.3% over the previous twelve (12) months.

New Jersey Average Weekly factory earnings increased by 3.0%, over the previous twelve (12) months in May 2000. For the United States as a whole, the comparable number was an increase of 4.2%. Personal income for New Jersey residents increased by 5.6% over the previous twelve (12) months; and for United States residents it was an increase of 5.8% (Ex. U-DD, p.2)

Average Weekly factory earnings in New Jersey increased by 3.0%, over the previous twelve (12) months in June 1999. For the United States as a whole, the increase was 1.9%. Personal income for New Jersey residents increased by 5.6% over the previous twelve (12) months; and for United States residents it was an increase of 5.4% (Ex. U-DD, p.21)

This Award places members of the bargaining unit in the mid-range of increases in income. While such a placement is not always warranted, it reflects the moderate nature of the increases awarded.

Also, the Sheriff's Department's Superior Officers, after applying this award, will be below the mean, in terms of annual salary, but above the 25th percentile of

all management occupations in the Burlington, Camden, Gloucester, Salem County region. The Superior Officers' salaries will continue to be considerably higher than the average salary for all occupations, which is to be expected, given the fact that management occupations have historically been compensated at salaries that are above the average for all occupations. The percentage increases, however, are less than the increases in personal income in New Jersey and somewhat more than the increases in factory wages in New Jersey.

Public employment, in general

The County submitted several documents from the Public Employment Relations Commission summarizing both voluntary settlements and arbitration awards throughout the state, for the years 1999 through 2002. Exhibits C-73 through C-81. Exhibit C-72 is a summary of C-73-C81. That summary shows average salary increases for each year.

1999 - Arbitration award, 3.69%; Voluntary settlement, 3.71%

2000 - Arbitration award, 3.64%; Voluntary settlement, 3.87%

2001 - Arbitration award, 3.75%; Voluntary settlement, 3.91%

2002 - Arbitration award, 4.05%; Voluntary settlement,
3.98%

My award is somewhat higher than the amounts listed above, especially in 1999, 2000 and 2001. However, my award is exactly the same as the amounts awarded to the Sheriff's Officers, which I believe is the most significant comparison, as detailed elsewhere.

Public employment in the same or similar comparable jurisdictions

County Exhibit C-38, the aforementioned wage data for the Burlington, Camden, Gloucester, Salem County region, published by the New Jersey Department of Labor (NJDOLE), states that the mean annual wage for, "First Line Supervisors/Managers of Police and Detectives" (Code 33-1012), is \$68,555, the 25th percentile is \$60,620 and the 75th percentile is \$75,635. When this award is implemented a Captain's salary for the year 2002 will be \$76,759.00, and for Lieutenants it will be \$72,001.00. Thus, Lieutenants will be below the 75th percentile and Captains will be approximately \$1,000.00 above it.

The Union submitted data (Ex. U-II) comparing the Lieutenants and Captains in Camden County Sheriff's Department to their counterparts in Sheriff's Departments in Passaic, Morris, Middlesex, Monmouth, Union, Ocean,

Somerset, Atlantic, Hudson, Sussex, Gloucester, Cape May Burlington, Cumberland Counties as well as the Camden County Prosecutors/ Investigators. The average salary - excluding longevity pay, in 2002, for Lieutenants from all of the above jurisdictions was \$72,286, which is approximately \$285.00 more than the 2002 salary for Lieutenants after this award is implemented.

The data comparing Captain's salaries included Bergen County and the Camden Park Police. For Captains, the average salary, excluding longevity pay, in 2002, was \$84,531, which is approximately \$7,770.00 more than a Camden Captain after implementation of this award.

Within Camden County

Within Camden County the Union pointed to 2002 salary rates for Lieutenants in the Prosecutors/Investigators office at \$96,192.00 per year and Captains in the Prosecutors/Investigators office at \$101,572.00 and in the Park Police at \$81,927. (Ex. U-II) In addition, as detailed above, the Union submitted considerable data concerning Sheriff's Department Sergeants' salaries and earnings.

The County contended that settlements within the County among law enforcement bargaining units conformed

to the following pattern: pay period 14 in 1999 - 4%; pay period 14 in 2000 - 4%; pay period 1 in 2001 - 3.9%; 2002 - 3.75%. For non-law enforcement units the County argued the pattern is: 1999-3%; 2000-3%; 2001-3.75%; 2002-3.75% (Ex. C-70) The salary increases received by the Sheriff's Officers are as follows: January 1, 1999-4.5%; January 1, 2000-4.5%; January 1, 2001-4.5%; and, January 1, 2002-4.0%. (Ex. U-C)

Neither the Union nor the County have presented a convincing argument as to why I should deviate from the salary increases that have already been awarded to the Sheriff's Officers for 1999 through 2002. Both the Superior Officers and the Sheriff's Officers work in the same department, under the same general conditions of work, have the same general responsibilities, and are under a single line of authority from the County Sheriff. There are, of course, differences. On the whole, there are more reasons to follow the pattern of salary increases set by the Sheriff's Officers than to follow any other salary settlement.

The fact that Superior Officers are such a small bargaining unit within the Sheriff's Department and the other, larger unit has already settled on salaries is a

significant factor. To award some other level of increases to the smallest unit in the Department, at this late date, would be disruptive.

I believe the most significant factor is comparisons within the Sheriff's Department and secondarily with Superior Officers in other law enforcement agencies within the County. Superior Officers' base salaries will be somewhat higher than the base salaries of Sheriff's Department Sergeants, but well below County Prosecutor/Investigator Lieutenants. While the increases in this award are somewhat higher than private sector increases, they are less than the rise in personal income for New Jersey residents. Moreover, the absolute level of Superior Officer salaries will still be below the median salary of private sector Management occupations in Southern New Jersey.

In sum, I believe the increases I have awarded are justified when compared to all the statutory criteria. This award does not change the relative position of Superior Officers when compared to their subordinates, to Superior Officers in other Camden County law enforcement agencies or to private sector employees in general.

Overall compensation

This award does not make a major change in the overall compensation of Superior Officers. Instead it attempts to restore them to where they were in 1998, relative to other groups within the County. While I have increased salaries of the Superior Officers by an amount greater than the Employer's final offer, albeit less than the Union's final proposal, those increases will re-establish the Superior Officers's salary relationships, not create new ones.

In addition to salary increases, I have awarded a modest increase in the uniform allowance, which will result in an immediate increase in overall compensation. Two other items in the award, the increase in payment for unused sick leave and the increase in the employer's contribution to the health and welfare fund will probably result in a future increases in overall compensation to the Superior Officers, but not necessarily to each individual and not by the same amounts. Also, the increase in vacation allotment may have some, albeit small financial impact upon the County.

My award concerning prescription co-payments will not result in any increase in overall compensation to any

Superior Officer and will in fact result in some cost savings to the County had no change been made in this area.

The changes contained in my award were made in recognition of the overall compensation of Superior Officers.

Stipulations

On the second day of the hearing, September 13, 2002, during discussion of the Union's proposals number I and J dealing with modifications in the grievance procedure, the County stated it had no objections to either proposal. (Tr. Sep 13, p 6-7) Proposal number I requested a modification to Section 2(a) of Article XVII, to include minor discipline. Proposal number J sought a modification to Section 2 (b) of Article XVII to expand the definition of aggrieved party to include the PBA.

Beyond agreement on these two items, the parties did not enter into stipulation on any other items.

Lawful Authority

The County has not claimed that even if I granted all the Union's proposals, such an award would exceed its lawful authority including the limitations imposed by the

CAP law. As noted above, it does not exceed the CAP limitations. Thus, there are no statutory limitations to this award.

Financial Impact

The financial impact of this award will be very small, since only 13 individuals are covered by the award. In 2002, Camden County expects to raise \$195,921,700.00, through taxation. Total current salaries for the 13 Lieutenants and Captains is \$812,738.00, which is approximately 4/10 of 1% of the amount to be raised by taxation. The cost to implement this award is \$179,070.00 , as follows:

Superior Officers - Cost of Award

	1999	2000	2001	2002
Salary: current employees	\$36,573	\$38,219	\$39,939	\$37,099
Salary: retroactive	\$10,976	\$ 4,924	\$ 3,278	\$ 1,712
Payment for unused sick days	0	0	0	0
Uniform allowance: current Employees	0	0	0	\$ 1,300
Uniform allowance: retired Employees	0	0	0	\$ 100
Communicable Disease Policy	0	0	0	0
Prescription Co-Pay	0	0	0	0
County contribution to health & welfare fund	0	0	\$2,100	\$ 2,100
Educational Incentive	0	0	0	\$ 750
Totals	\$47,549	\$43,143	\$45,317	\$43,061

Consequently, after the award has been implemented, the total cost to the County for the Superior Officers will be \$991,808.00, which is approximately 5/10 of 1%

of the amount it needs to raise through taxation. An increase in costs of 1/10 of 1% is a very small portion of the County's revenues. While the County's fiscal status is tight, I believe it can afford to implement this award.

As I stated above, while discussing limitations imposed on the employer by P.L. 1976, c. 68 (C.40A:4-45.1 et seq.), also known as the CAP law, the County budget was just barely within, but nevertheless within, the CAP restrictions for the year 2002. The County was \$507,165 below the CAP restriction in 2002. (Ex. C-12). This settlement will not result in pushing the County over the CAP restrictions. The County will still be under the CAP restriction by approximately \$328,000.00 after implementing this award.

While the County does have the third highest tax rate in the State, it is unlikely that this award will have a impact on that rate. If there is any impact it will be very small.

The County's credit ratings are: A1 from Moody's and A+ from Standard & Poor's. There is no evidence, that this award will have any effect on the County's credit rating.

Also, there is no evidence of probative value that the cost of the Award will impact the County's ability to (a) maintain existing programs and services, (b) expand existing programs and services, or (c) initiate any new programs and services. Consequently, I conclude that the implementing of this Award has no impact on any service the County currently provides and/or currently anticipates providing or expanding, insofar as this record reveals.

Based on the above considerations, I find that this award represents a fair balance between the interests of the County, and those of the Superior Officers and that it will have de minimis, if any, impact on the residents and taxpayers.

The cost of living.

The cost of living as measured by the United States Bureau of Labor Statistics for the Philadelphia, Wilmington, Atlantic City area is as follows:

Twelve months ending in December 1999 - 2.3%

Twelve months ending in December 2000 - 2.7%

Twelve months ending in December 2001 - 1.4%

Twelve months ending in August 2002 - 3.0%

The increases I have awarded, while higher than the increase in the Cost-of-Living, are not out of line with other findings. See Tener Award. Moreover, it is not unusual for employees to receive an increase in wage or salary which is higher than the increase in the Cost-of-Living, particularly when, as now, it is increasing a relatively slow rate.

The continuity and stability of employment

This is a very small bargaining unit, only thirteen (13) employees. Whereas all have served in the Sheriff's Department for more than 15 years, their time in their present position is considerably less. All thirteen Captains and Lieutenants have been appointed to their present position since March 10, 1996.

The Union produced witnesses who testified to a certain amount of dissatisfaction with the fact that several Sheriff's Department Sergeants, who are supervised by the Lieutenants and Captains, earn greater compensation than the Lieutenants and Captains. A Union witness testified that he knew of at least one Sergeant who qualified for a promotion to Lieutenant but refused the promotion because it would have cost him \$46,000.

(Tr. Aug, 26 p. 70-71)

The County acknowledged that some Sergeants do earn more than Lieutenants, which is partly because the Lieutenants have been without a raise since 1999, while these negotiations have been pending, and partly because Lieutenants are not eligible for longevity and for a seven (7) per cent payment for "senior status" and because Lieutenants and Captains seldom work overtime. I believe there has been a historical relationship between the terms and conditions of the Superior Officers and those of the Sheriff's Officers. That relationship has been distorted recently by the fact that the Superior Officers have been without a contract since the end of 1998, which apparently has created some dissatisfaction among the Superior Officers. Since this award provides the Superiors with the same percentage salary increases as the Sheriff's Officers it should alleviate the dissatisfaction and contribute to continuity and stability of employment.

Summary

I conclude the annual economic changes for each of the four years of the agreement are reasonable under the eight statutory criteria specified in the New Jersey Police and Fire Compulsory Arbitration Act. I further

conclude that the Award represents a balancing of the interests of the County, the residents and taxpayers and the Superior Officers. The award does not change the relative position of Superior Officers when compared to their subordinates, to Superior Officers in other Camden County law enforcement agencies or to private sector employees in Southern New Jersey.

There is nothing in the award which conflicts with the legal authority of the County, nor will it interfere with any service the County currently provides and/or anticipates providing. The award is consistent with the interests and welfare of the public.

3. Retroactive Benefits

Benefits shall be applied retroactively to all Superior Officers who left the Department for any reason other than discharge for cause.

The Union urged me to apply all the benefits in this award to all Superior Officers who have left the Department for any reason other than termination, since this is what Arbitrator Tener awarded in his decision for the Sheriff's Officers and, also, because it believed that retroactivity discourages stalling in negotiations. The County opposed retroactivity on the grounds that

Ocean, Gloucester and Burlington counties do not provide retroactive benefits to people who leave the unit voluntarily; and further because, in its view, retroactivity does not encourage settlements.

I recognize that there is a cost associated with granting this proposal. Five employees have retired or died since the old agreement expired. (Ex. C-71) One of those employees, Lt. Callahan, retired January 1, 1999; consequently, his retroactive salary increase, if any, is truly de minimus. The cost per year to the County for retroactive salaries to the employees who either died or retired, is as follows:

1999 - \$10,976.00

2000 - \$4,924.00

2001 - \$3,178.00

2002 - \$1,712.00

In addition to the costs of paying retroactive salaries to those employees who died or retired while these negotiations were pending, there is also one hundred dollars (\$100) in retroactive costs to cover the increase in uniform allowance for the one employee who retired in 2002. Therefore, the cost of providing retroactive benefits, for all four years, is \$20,891.00.

I believe retroactivity is primarily a question of fairness. The individual employees performed their work responsibilities as required of them, in expectation that when wage increases were increased, they would receive the retroactive pay for the work they performed in good faith, even though they were retiring.

The County contended that retroactivity does not encourage settlement; while the Union maintained that retroactivity discourages stalling in negotiations. Neither party offered any convincing evidence to support its position. I fail to see how an individual employee, who is contemplating retirement, would benefit by protracted negotiations, nor do I understand how he/she could discourage a settlement, even if so inclined. As I stated above, I believe the equities of the situation favor the individual employee who faithfully performs his her duties and responsibilities while negotiations are proceeding.

4. Payment of Unused Sick Days at Retirement

Effective January 1, 2002, the Sick Leave payout specified in Article XII, Section 3 of the Agreement shall be increased to 60% from 50%.

The County claimed the Superior Officers already have a better sick leave payout than other Sheriff's Superior Officers. It argued that Superior Officers, who are close to retirement, merely take the sick time and get a doctor's note for the time. The Union asserted that the current payout formula is inequitable since Sheriff's Officers and Sergeants receive one hundred (100) per cent of their accrual upon retirement.

Both the Union and the County agreed that some Superior Officers have circumvented the 50% difference by obtaining a doctor's note and taking the sick time. (County brief p. 84; Union brief p. 55) The Union maintained, however, that this is not the same as receiving a lump sum payment.

Increasing the sick leave payout by ten (10) percent is a step towards the Union's goal, while also recognizing the County's desire to contain costs.

The evidence submitted at the hearing indicates that the most recent retiree among the Superior Officers had no accumulated sick time when she retired and the strong implication from the briefs is that the other retirees also had none. Thus, there is no increase in current costs to the County to implement this part of my Award.

It is, however, likely there will be increased costs in the future. Such increases will be modest and therefore, in my opinion, justified by the fact that Sheriff's Officers and Sergeants have a one hundred per cent payout.

As I have stated above, I believe most significant comparison for the Superior Officers is within the Sheriff's Department. The other, larger unit in the Department enjoys a one hundred percent payout; accordingly, a ten per cent increase, to a 60% payout, is justified, particularly since it will not result in an immediate increase in costs to the County.

5. Uniform Maintenance Allowance

The Uniform Maintenance Allowance specified in Article X, Section 10 of the Agreement shall be increased to \$850.00, effective January 1, 2002.

Currently, the maintenance allowance for uniforms is \$750.00 per year. The Union presented two alternate proposals dealing with uniforms. One would result in a salary increase which is pensionable. The other alternative would be to change the allowance to a clothing allowance and to increase it by \$100.00 per year. The County objected to both proposals; one as

too costly, and, the other as improper in light of N.J.A.C. 17:4-4.1. The County also contended that Superior Officers seldom wear uniforms.

While the Superiors may seldom wear uniforms, they do wear them on occasion and thus need to maintain them. (Tr. Aug. 26, p. 134) Consequently, I believe a one hundred (\$100) dollar per year increase in the maintenance allowance, effective January 1, 2002, is reasonable. The cost to the County will be thirteen hundred (\$1300) dollars for current employees for the year 2002; and, one hundred (\$100) dollars for the one employee who retired in 2002.

6. Communicable Disease Policy

A new article shall be added to the Agreement to provide the following:

Any Superior Officer who shall suffer from a serious communicable disease related to HIV Hepatitis B, or other blood-borne disease, shall be treated as though the disease were contracted on the job, pending verification using Police incident reports.

The Union suggested that I adopt the same communicable disease clause that Arbitrator Tener included in his award, which is also in the Park Police

Collective Bargaining Agreement. The County opposed this proposal on the grounds that it is unnecessary.

While it is clear from the evidence submitted that the Superior Officers have less contact with inmates and the general public than do the Sergeants and the Sheriff's Officers, they do have some contact, which the County acknowledged (County brief p. 33). Moreover, the Superiors have regular contacts with the Sheriff's Officers and Sergeants who have regular contacts with inmates and the public. Consequently, they may have less exposure than the Sheriff's Officers and Sergeants, but they still have both direct and indirect exposure.

If, as the County implied, very few, if any, will ever contract a blood-borne disease, then, very few, if any, will ever have reason to utilize this provision in the Agreement. If none of the Superiors use the provision, there is no cost to the County. Hopefully, no one will have to use it; in the meantime, this provision may alleviate some concerns about these serious diseases. While no cost estimates have been submitted to me concerning the Communicable Disease Policy, it is clear this provision has no prior or retroactive costs

associated with it. The costs, if any, are solely in the future.

7. Prescription Co-Pays

Effective December 31, 2002, the prescription co-pay shall be increased from \$4.00 to \$5.00 for brand name drugs and from \$0.00 to \$2.00 for generic and mail-in prescriptions.

The County proposed a major change in the health benefits plan, part of which is to increase the co-pays for prescriptions. It asserted that the cost of health benefits, both to employees and to retirees, increased by 14 per cent from 2000 to 2002. According to the County, the cost of the Prescription plan increased by \$1,500,000 from 2000 to 2001. The Union opposed the County's proposal on health and prescription benefits. It argued that the County offered no experts, source documents or factual basis for its proposals on medical and prescription benefits. The Union acknowledged that prescription co-pays for Sheriff's Officers and Sergeants were increased.

As outlined below, I believe the County has demonstrated good reason for increasing prescription co-pays. Moreover, as I have stated in several other sections of this decision, I believe the primary

comparison for the Superior Officers is within the Sheriff's Department. The prescription co-pays I have awarded are the same co-pays that are now in effect for Sheriff's Officers and Sergeants. (Ex. U- C)

County witness McPeak testified that the cost of its prescription program increased by "roughly" \$1,500,000 from 2001 to 2002. (Tr. Sept.13, p. 79) McPeak also testified that health insurance costs, including "prescriptions" increased by "approximately" \$2.8 million between 2001 and 2002 (Tr. Sept. 13 p. 132) Thus, it appears that a significant part of the increased cost of the health benefit program is attributable to the increase in the cost of prescriptions. Given such a large increase, the County is entitled to increased co-pays. While these increases in co-pays are not large, they will help in dealing with the increasing costs of the prescription plan. These are the same increases the Sheriff's Officers' bargaining unit is paying. As I have stated in previous sections of this Opinion, I believe there should be similarity of terms and conditions between the two bargaining units where it is feasible. Accordingly, the County's proposal on prescription co-pays is granted to the extent indicated

above. Finally, on this issue, it would be inequitable to award retroactive increases in the co-pays, I find. Such a modification would be difficult to impose. Therefore, I am directing that the increases be implemented on the last day possible, or December 31, 2002.

8. Contributions to Health and Welfare Fund

The County's contribution to the PBA Local 277 Superior Officers Health and Welfare plan specified in Article X, Section 9 of the Agreement shall be increased by \$150.00 per employee, per year, effective January 1, 2001.

In the Union's view, the cost of providing vision and dental benefits has been rising steadily for many years. In addition, it contended that it should receive the same total amount, per employee, as the Sheriff's Officers Fund receives. The County opposed the Union's request to increase Health and Welfare to achieve parity with Sheriff's Officers because the it did not believe the Union provided any justification for said increase.

The Union submitted evidence to substantiate its claim. (Ex. U-HH p.20) I believe the Union has justified an increase in the yearly contribution by \$150.00 per employee. The document submitted by the

Union was one year old and was prepared for the arbitration proceeding for the Sheriff's Officers. It contained a good deal of supporting material. There is no reason to suspect that the document is inaccurate, or, that costs have declined since the document was prepared. Thus, I accept the document's underlying premise, that the per-person dental and vision costs have increased by approximately \$210.00 between 1998 and 2001. As such a \$150 increase retroactive to January 1, 2001 represents a realistic solution to this shortfall.

9. Educational Incentives

A new sentence shall be added to Article X, Section 4 of the Agreement, which will become the 2nd sentence in Section 4, as follows:

Effective January 1, 2002 there shall be an educational incentive stipend of \$250.00 for those unit members with an Associates degree.

The Union sought to improve the current educational incentives. It requested a new stipend of \$500.00 for an Associate's Degree and an increase in the stipends for Bachelors Degrees and Masters Degrees by \$500.00 each. It argued that Sheriff's Officers and Sergeants already have a stipend for Associates Degree, but Superior Officers do not. In the Union's view, improving the educational stipends would create a positive incentive

for increased education for Superior Officers who have significant responsibilities in managing the Sheriff's Department. In addition, the Union wanted the educational incentives to be incorporated into the base salary for all purposes, including overtime and pension.

According to the County, the Union's proposal on educational incentive is extreme. The County claimed that 10 of 17 reporting counties have no educational incentive for Sheriff's Superior Officers. In addition, the County argued that having a degree "has no impact on the ability of a Superior Officer to do his/her job". (County brief, p. 83)

I have granted the proposal to create a new stipend for an Associates degree, but, I have set the stipend at \$250.00 per year. I am denying the Union's other proposals concerning Educational Incentives.

The existing Agreement between the Union and the County, Article X, Section 4, provides for educational stipends of \$500.00 for a bachelors degree and \$1000 for a Masters Degree. Thus, it appears to me, the County does believe, contrary to the statement in its brief, that additional education has some benefit to both the employee and the employer. Moreover, the Agreement

between Sheriff's Officers and the County (Ex. U-K) provides for stipends of \$250.00, \$500.00 and \$1,000.00 for an Associates degree, Bachelors degree and Master's degree, respectively. I conclude that it is worth as much to the County for a Superior Officer to obtain an Associates degree as it is for a Sheriff's Officer to earn one. Adding a \$250.00 stipend for an Associates degree will not cost a great deal of money as only three (3) Superior Officers now hold such degrees; and it will bring the Superiors' educational incentive in line with that of their subordinates.

I reject the other parts of the proposal on Educational incentives as too costly to the County, at this time. I also reject the Union's proposal that Superior Officers be reimbursed for "any college credits which are part of obtaining an Associate's Degree, Bachelor's Degree or Master's Degree, without any approval from the Sheriff." There is no basis in the record before me to conclude that the County has abused its discretion in deciding whether or not to grant approval. Moreover, it is not unusual for employers to require approval of a college course before employees are reimbursed. The County noted that all the counties who

reported on reimbursement for college credit required approval from the employer before granting reimbursement.

(Ex. C-139)

The increased costs to the County for the stipend for an Associates degree will be \$750.00 in 2002.

10. Vacations

Effective December 31, 2002, the fifth (5) sentence of Article XV, Section 1(a), shall be amended as follows:

From the commencement of the 21st year and thereafter, 23 working days

It is the Union's goal to increase vacation accruals from 22 days to 25 days for the 21st year through the 25th year; and to add a vacation step at 26 years for 26 days. Vacation days are, according to the Union, another area of unequal treatment, in that Sergeants with more than twenty-one years but less than twenty-six years of service accrue twenty-five (25) vacation days per year, but Superior Officers only accrue twenty-two. Sergeants with twenty-six, years or more, accrue twenty-six days compared to Captains' and Lieutenants' twenty-two days.

The County argued that the Superior Officers already enjoy more personal, holiday and bereavement days even

though they may have fewer vacation days than other Sheriff's Superior Officers. I believe a more accurate comparison of employee leaves is obtained by excluding bereavement leave, since such leave is neither regular nor predictable. County Exhibits 44 and 45 deal with vacation, holiday and personal leaves. These two exhibits show that Camden County Sheriff's Superior Officers have 41 vacation, holiday and personal leave days, while Sheriff's Superior Officers in Burlington and Gloucester counties have 42 vacation, holiday and personal leave days and those in Atlantic and Cumberland have 41. Granting one more day after 21 years will equalize the Camden Superiors with some of their counterparts elsewhere.

As I have elaborated in other parts of this Opinion, I believe the most important comparison is within the Camden County Sheriff's department. Sheriff's Officers already enjoy better vacations than those I am awarding. (Ex. U- K, p. 36) Thus, the Superior Officers should make some improvement when compared to the Sheriff's Officers with respect to vacation day accrual.

I have rejected the Union's proposal for complete parity with Sheriff's Officers. Granting it would

substantially increase vacation benefits to those with more than 21 years of service. Also, the disparity in vacations arose over many years and a number of labor contracts. They should not be eradicated in one Agreement, I find.

As to the impact of this proposal, there is one Superior Officer who was hired in 1972, one in 1976, one in 1978, two in 1980, one in 1981. Or, to put it another way, there are six who have more than 21 years of service. There are also two Superiors who were hired in 1982, thus, they will have 21 years of service sometime in 2003.

It is my intent that no Superior Officer will receive additional vacation days during 2002, as a result of this award. Therefore, there is no additional current cost to the County as a result of this benefit. There will be additional costs in the future since six (6) superiors currently have at least twenty-one (21) Years of service and two (2) more will have twenty-one (21) sometime in 2003.

11. Grievance procedure

In addition to the foregoing, the Union proposed modifications to Section 2(a) and 2(b) of Article XVII of

the Contract, which is the grievance procedure. On the second day of the hearing, September 13, 2002, during discussion of the Union's proposals dealing with the grievance procedure, the County stated it had no objections to either proposal. (Tr. Sep 13, p 6-7)

Accordingly, since there is no objection, the Union's proposal number I requesting a modification to Section 2(a) of Article XVII, to include minor discipline; and proposal number J requesting a modification to Section 2 (b) of Article XVII to expand the definition of "aggrieved party" to include the SOA shall be incorporated into the Collective Bargaining Agreement.

12. Holidays

The Union's proposal to add two new holidays, Lincoln's Birthday and the Friday before Labor Day, is denied. I have already awarded an increase in vacation days to all Superiors who have twenty-one or more years of service. Currently six (6) of the thirteen (13) unit members have twenty-one (21) or more years. I see no need for additional time off.

More importantly, both the Sheriff's Officers bargaining unit and the Superior Officer's bargaining

unit have the same paid holidays. As I have stated elsewhere in this opinion, the most important comparison for the Superior Officers lies with the Sheriff's Officers because both groups work in the same department, under the same general conditions of work, have the same general responsibilities, and are under a single line of authority from the County Sheriff.

This Award has been fashioned to ensure some similarity of terms and conditions of employment between the two units, while also recognizing there are some distinct differences between the two. Therefore, I conclude, there is no good reason to adopt the Union's request concerning two additional holidays.

Accordingly, that proposal is denied.

13. Medical Benefits after Retirement

The Union's proposal to grant Superior Officers credit for time employed by other law enforcement agencies, when calculating employment time for medical benefits after 25 years of service in the Police and Fire Pension System, is denied. The Union argued that some Sheriff's Officers have been given credit for prior experience with other law enforcement agencies. Moreover, the Union claimed that only two Superior

Officers have prior experience with other law enforcement agencies. Further, it asserted that NJSA 40A:10-23 permits an employer to give credit for prior experience with other law enforcement agencies.

It is the County's belief that the Union's proposal is preempted by state statute and case law because it must be provided to all employees on a uniform basis and thus, if an arbitrator awarded it to one unit, that award would directly affect employees outside the bargaining unit. Further, the County argued that I cannot award the Union's proposal, as it is beyond my jurisdiction. Finally, the County asserted that it has consistently declined to count prior service with another employer towards health benefits. It conceded that there was one exception to this practice, which occurred as the result of a lawsuit. (Tr. Sept. 13, p. 147-48) The fact that several employees won a lawsuit many years ago, is not a persuasive reason for me to award this proposal.

Even if I were to assume that I had the authority to grant this proposal, I would not do so. Throughout this Opinion I stated repeatedly that I believe there should be a similarity of terms and conditions of employment between the two units in the Sheriff's

Department, where feasible. I see no reason to depart from that standard concerning this proposal. No other employee group in the County has obtained this benefit.

Given the fact that it would increase the County's costs, that it may well be unlawful, and that no other Camden County bargaining unit has achieved this benefit, I deny the Union's proposal to grant Superior Officers credit for time employed by other law enforcement agencies, when calculating employment time for medical benefits.

14. Payment of Unused and Earned Sick Days.

I also deny the Union's request for two other changes to the procedure for payment of unused sick leave upon retirement. The two changes the Union sought are: i) to delete the requirement to give twelve (12) months notice of intention to retire, and, ii) to have the option to receive the payment in a lump sum or to have the payments spread over a period of time.

Concerning the proposal to delete the twelve month notice, the Union asserted that the Sheriff's Officers do not have to give twelve months notice; thus, it saw no reason why Superior Officer should have to. While I believe it is desirable to have similar terms and

conditions between the Sheriff's Officers and the Superior Officers, I do not believe there is a need to have identical terms and conditions, because the two groups do not have identical working conditions. There are approximately 170 Sheriff's Officers and only 13 Superior Officers. The retirement of one Superior Officer is a much larger percentage of the Superior Officer work force than the retirement of a Sheriff's Officer. Consequently, the County may well need more notice of the impending retirement of a Superior Officer than of a Sheriff's Officer. Accordingly, I deny the proposal.

With respect to the proposal to have the option to receive the payment in a lump sum or to have the payments spread over a period of time, I conclude there is no basis in the record to justify granting this proposal. There is no evidence that the Sheriff's Officers unit has this option. Therefore, the proposal is rejected.

15. Other Union Proposals

All other Union proposals, whether or not specifically addressed herein, are rejected.

16. Other County Proposals

The County proposed major modifications in the Health Benefits Plan. The County contended that its proposals were necessary in order to partially offset a substantial anticipated increase in benefit costs. In addition, the County noted that four other law enforcement bargaining units have agreed to its Health Benefits proposal.

The Union contended the County's Health Benefit proposal should not be imposed on Superior Officers because the Sheriff's Officers still have the old plan. Moreover, the Union argued that the County had not provided enough information to justify its drastic modifications to the existing plan, in part, because the County is self-insured.

Based on testimony from County witness McPeak, it appears that a significant part of the increased cost of the health benefit program is attributable to the increase in the cost of prescriptions. McPeak testified that the cost of its prescription program increased by "roughly" \$1,500,000 from 2001 to 2002. (Tr. Sept.13, p. 79) Based on that testimony, I granted an increase

in the prescription co-pays, which will help the County bring its increasing health costs under control.

Having granted an increase in the prescription co-pays, I am denying the rest of the County's Health Benefits proposals because the Sheriff's Officers bargaining unit is still covered by the old health benefit plan. I believe it would be inequitable to modify the Superiors' Health Benefits plan when the other employees in the same department, who are also their subordinates, continue to be covered by the old plan. I increased the Superior's prescription co-pays to the same level as the Sheriff's Officers, for the same reason, to ensure similarity of benefits within the Sheriff's Department.

The Count in its brief, page 76, stated:

"There is a distinct benefit to the County of having all employees on the same health benefits plan, including costs associated with administering a number of plans. Second, having all employees in a single plan furthers the legislative goal of settlement; if the bargaining units see uniformity in terms of health benefits, negotiations will be that much smoother and settlements more quickly reached. When employees have the same benefits plan, morale and a sense of being treated fairly exist. It is simply good management to have consistent health benefits."

While the above statement was an argument for uniformity among all County employees, the same assertion is equally valid for the employees within the Sheriff's Department. Two of the three Union witnesses stated there were morale problems among the Superior Officers because of perceived inequities between the terms and conditions of the Sheriff's Officers and the Superiors (Tr. Aug. 26, p. 42, 56, 131) Health benefits are a major component of terms and conditions of employment. As the County acknowledged, it is simply good management to have consistent health benefits and I have maintained that consistency within the Sheriff's Department.

In sum, I conclude that the annual economic changes for each of the four years of the agreement are reasonable under the eight statutory criteria specified in the New Jersey Police and Fire Compulsory Arbitration Act. I believe this Award represents a balancing of the interests of the County, the residents and taxpayers and the Superior Officers; and its financial impact on County finances will be small and well within the CAP limits. The award is consistent with the interests and welfare of the public. Accordingly, the award is to be implemented in accordance with my findings herein. It is so ordered.

AWARD

1. Term

The Term of the Agreement shall be four (4) years, January 1, 1999 through December 31, 2002.

2. Salary Increases.

The Rates of Pay specified in Article VII, Section 1 of the Agreement, shall be increased by the following amounts:

January 1, 1999	-	4.5%
January 1, 2000	-	4.5%
January 1, 2001	-	4.5%
January 1, 2002	-	4.0%

3. Retroactive Benefits

Benefits shall be applied retroactively to all Superior Officers who left the Department for any reason other than discharge for cause.

4 Payment of Unused Sick Days at Retirement

Effective January 1, 2002, the Sick Leave payout specified in Article XII, Section 3 of the Agreement shall be increased to 60% from 50%.

5. Uniform Maintenance Allowance

The Uniform Maintenance Allowance specified in Article X, Section 10 of the Agreement shall be increased to \$850.00, effective January 1, 2002.

6. Communicable Disease Policy

A new article shall be added to the Agreement to provide the following:

Any Superior Officer who shall suffer from a serious communicable disease related to HIV Hepatitis B, or other blood-borne disease, shall be treated as though the disease were contracted

on the job, pending verification using Police incident reports.

7. Prescription Co-Pays

Effective December 31, 2002, the prescription co-pay shall be increased from \$4.00 to \$5.00 for brand name drugs and from \$0.00 to \$2.00 for generic and mail-in prescriptions.

8. Contributions to Health and Welfare Fund

The County's contribution to the PBA Local 277 Superior Officers Health and Welfare plan specified in Article X, Section 9 of the Agreement shall be increased by \$150.00 per year, effective January 1, 2001.

9. Educational Incentive

A new sentence shall be added to Article X, Section 4 of the Agreement, which will become the 2nd sentence in Section 4, as follows:

Effective January 1, 2002 there shall be an educational incentive stipend of \$250.00 for those unit members with an Associates degree.

10. Vacations

Effective December 31, 2002, the fifth (5) sentence of Article XV, Section 1(a), shall be amended as follows:

From the commencement of the 21st year and thereafter, 23 working days


11. Grievance Procedure

The Union's proposal number I requesting a modification to Section 2(a) of Article XVII, to include minor discipline; and, proposal number J requesting a modification to Section 2 (b) of Article XVII to expand the definition of aggrieved party to include the PBA

shall be incorporated into the Collective Bargaining Agreement.

12. All other proposals of the parties, whether or not addressed herein, are rejected.

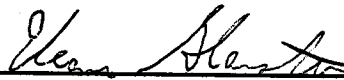
DATED *February 4, 2003*



HOWARD C. EDELMAN, ESQ., ARBITRATOR

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this *4th* day of *February* 2003, before me personally came and appeared Howard C. Edelman to me known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



NOTARY PUBLIC

ELEANOR E. GLANSTEIN
Notary Public, State of New York
No. 4632660
Qualified in Nassau County
Commission Expires *March 30, 2006*