

**STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

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In the Matter of the Interest Arbitration Between:

**CAMDEN COUNTY PROSECUTOR'S OFFICE**

AND

**P.B.A. LOCAL NO. 316 and SOA 316A**

**Docket No. IA-2006-031 and IA 2006-0641**

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**BEFORE: ERNEST WEISS,  
INTEREST ARBITRATOR**

**APPEARANCES:**

**FOR THE PBA & SOA:**

**CHARLES E. SCHLAGER JR. ESQ.  
LOCCKE, CORREIA SCHLAGER,  
LIMSKY & BUKOSKY**

**FOR THE COUNTY:**

**HOWARD S. WILSON, ESQ.  
ASSISTANT COUNTY COUNSEL**

## **PRELIMINARY STATEMENT**

The above parties have had a long-standing collective bargaining relationship. The negotiation units, Camden County Prosecutor's Benevolent Association Local No. 316 and Camden County Superior Officers PBA Local No. 316A in conjunction with the County of Camden, are signatories to Collective Bargaining Agreements which expired on December 31, 2005. The parties agreed, only for the purposes of the instant Interest Arbitration, to consolidate the two bargaining units.

The parties initially engaged in negotiations for a successor agreement commencing on October 20, 2005. However, eventually they reached an impasse and filed a petition for interest arbitration with the Public Employment Relations Commission. Thereafter, in accordance with the Act, I was appointed interest arbitrator. As required by the Act, I scheduled a number of mediation sessions in an attempt to facilitate further settlement of the many outstanding issues. Eventually, after diligent effort, the parties were successful in settling all but four of the outstanding issues which are now before me herein.

## **REMAINING ISSUES TO BE DECIDED**

- 1. The proposal by the PBA/SOA to fold into the base wages the value of certain holidays and vacation days.**
- 2. The proposal by the PBA/SOA for on-call compensation.**
- 3. Increasing employee health benefit premium contributions.**
- 4. The duration of the Contracts.**

Since the parties failed to agree upon an alternative form of submission, I am mandated by statute to decide the outstanding issues with conventional authority and in accordance with the revised statutory criteria, which is set forth below:

## **REVISED STATUTORY CRITERIA**

The Statute requires the arbitrator to: Decide the dispute based on a reasonable determination of the issues, giving due weight to those factors listed below that are judged relevant for the resolution of the specific dispute. In the award, the arbitrator or panel of arbitrators shall indicate which of the factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor.

1. The interest and welfare of the public. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by P.L. 1976, c. 68 (C.40A: 4-45.1 et seq.)
2. Comparison of the wages, salaries, 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 service and with other employees generally:
  - (a) In private employment in general: provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.
  - (b) In public employment in general; provided, however each party shall have the right to submit additional evidence for the arbitrator's consideration.
  - (c) In public employment in the same or similar comparable jurisdiction, as determined in accordance with section 5 of P.L.1995, c. 425 (C.34:13A-16.2); provided, however that each party shall have the right too 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 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 the 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 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 effect the municipal or county purposes element as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element or, in the case of a county, the county purposes element, required to fund the employee' 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 taxpayer 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 © 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. (N.J.S.A. 34:13A-16g)

## **POSITION OF THE PARTIES**

### **PBA/SOA**

In their extensive post-hearing brief, Counsel for the PBA/SOA described the composition, work load and the existence of various departments of the two bargaining units involved in the instant arbitration as follows:

The negotiation units are comprised as follows: PBA 316 has eighty-one (81) investigators and PBA 316A has 27 positions in the Table of Organization, including: one (1) Chief [vacant], one (1) Deputy Chief [acting Chief], three [3] Captains, seven [7] Lieutenants and fifteen (15) Sergeants.

Within the Prosecutors office there is an Assistant Prosecutor's bargaining unit and civilian employees represented by Council 10, as well as other managerial employees. These other employees total approximately one hundred thirty-seven (137).

Camden County is 222.3 square miles consisting of thirty-seven (37) municipalities, with an approximate population of 508,932. Camden County touches Burlington County to its north-northeast, Gloucester County to its south-southwest, and Atlantic County to its east-southeast. In their PowerPoint presentation, the PBA/SOA produced the following undisputed facts:

1. The staffing levels for investigators employed by the Camden County Prosecutor's Office have decreased steadily since the high point of 87 investigators in the Year 2000 to 81 investigators at time of hearing.
2. The staffing levels for superior officers employed by the Camden County Prosecutor's Office has decreased steadily since the high point of 29 in the Year 1999 to 26 superior officers (Chief's position is vacant) at time of hearing.
3. The Unions showed that the "indictable offense caseload" for the Camden County Prosecutor's Office has rapidly increased from 7,720 cases in the Year 1999 to 9,393 cases in the Year 2005. This represents a nearly 22% increase in workload with less staff.
4. The PBA/SOA showed that in the Year 2006, they ranked second (2<sup>nd</sup>) in case load with 7,900 cases to Essex County with 10,100 cases.

5. The Prosecutor's Office consists of sixteen (16) separate Units: Trial Team (1 Lt., 1 Sgt. and 6 Investigators), Juvenile Unit (1 Sgt. II and 3 Investigators), Major Crimes (1 Lt., 2 Sgt. II and 9 Investigators), Community Development (1 Sgt. I and 1 Sgt. II), Domestic Violence (1 Lt., and 8 Investigators), Megan's Law (2 Investigators), Special Prosecutions (1 Lt. and 6 Investigators), Shoot Team (1 Investigator), Grand Jury (1 Lt., 1 Sgt. II and 9 Investigators), Police Academy (2 Investigators), Child Abuse (1 Sgt. I and 6 Investigators), Crime Scene Investigations (1 Sgt II and 5 Investigators), Homeland Security (1 Investigator), Homicide (1 Lt., 1 Sgt. I, 1 Sgt. II and 8 Investigators), Narcotics (1 Lt., 2 Sgt. II and 14 Investigators), and Administrative Services (1 Sgt. II and 1 Investigator).
6. The PBA/SOA presented a copy of an October 18, 2004 letter from then Prosecutor Vincent Sarubbi detailing how crimes committed in Camden County are to be downgraded.
7. The PBA/SOA testified as to their professional working relationship with other Federal, State and County Law Enforcement Agencies including but not limited to, New Jersey State Police, U.S. Department of Justice, United States Marshall, U.S. Dept. of Homeland Security and Dept. Of Justice-Federal Bureau of Investigation.
8. The PBA/SOA showed and presented testimony to show the extensive involvement of the Camden County Prosecutor's Office with all other Camden County Law Enforcement Departments. In doing so, the PBA/SOA showed the Prosecutor's Office participation with local cases that made national news such as: *The Jackson Case* (New Jersey couple who starved their four adopted boys), *The Oaklyn Case* (three juveniles attempt of a Columbine killing spree at their local high school), and *The Neulander Case* (Local Rabbi hires a hit man to kill his wife).
9. The PBA/SOA television news copy depicting the City of Camden as the "MOST DANGEROUS CITY IN AMERICA" for 2004 and 2005.

10. The PBA/SOA's PowerPoint presentation also detailed the 2005 work load of several Units within the Prosecutor's Office and they are as follows:

**Domestic Violence Unit:** Investigated 1,806 incidents resulting in 537 criminal charges. *The Camden County Prosecutor's Office is the only Prosecutor's Office in the State that has Investigators regularly assigned to patrol units working with the local police departments.*

**Crime Scene Investigations:** Investigators responded to or assisted in the resolution of over 1,000 cases.

**Homicide:** *This Unit is responsible as the lead investigators for every homicide in Camden County.* This Unit handled 38 homicides in the City of Camden, as well as, 7 other homicides in six other Camden County municipalities.

**Child Abuse:** This Unit received 514 reports of child abuse and 73 defendants were charged and arrested.

**Narcotics:** Permanently assigns Investigators to work with Federal and State Agencies, including but not limited to 9 Camden City police officers, 2 N.J. State Police Detectives, 2 NJ. National Guardsmen and 1 Investigator from the N.J. Department of Corrections, to target drug trafficking and open-air drug markets.

**Trial Team:** Investigators disposed of 5,594 cases, including 221 trials.

**Grand Jury:** Investigators were responsible with Assistant Prosecutors in presenting 3,898 defendants to the County Grand Jury.

**Special Prosecutions:** Investigators conducted 444 internal affairs investigations (financial crimes, allegations of criminal conduct by public officials, and election law violations) and recovered \$500,000 in assets for victims of theft

**Juvenile:** Investigators assisted in having 2,070 juveniles adjudicated delinquent and this resulted in 185 trials.

## **INTEREST AND WELFARE OF THE PUBLIC**

Under this first factor in the revised statutory criteria to be considered in arbitration the PBA/SOA relied on the contents of an impressive Power Point presentation containing, in part, the following arguments. The first of the remaining proposals involved the issue of eliminating four (4) existing negotiated contractual holidays and seven (7) vacation leave days by reducing the existing maximum vacation time available to the employees with the most seniority.

The proposal seeks to eliminate the contractual 25 workdays category and the existing maximum of 28 workdays of vacation category per year. Both categories of vacation leave would be reduced to the maximum of 23 working days per year for all employees with a seniority of 12 years or more of service.

The PBA/SOA proposes “folding in” a portion of the cash value of the eliminated days into the base rate of employees in the two Bargaining Units.

The PBA/SOA points out that the elimination of the four (4) holidays and the seven (7) vacation days would produce an additional 5,048 man-hours at an average rate of pay of \$39.42 per hour. This would yield a total saving of \$199,008 to the County during the contract period. Additionally, the PBA/SOA argued that these savings to the County would expand substantially in the future as additional employees acquire greater seniority, and thereby eligibility, for the eliminated vacation leave.



## **COUNTY**

The County argued in part that, by proposing the elimination and the folding into the base the value of the holidays and the vacation days, the two bargaining units are merely seeking to increase their base salary above and beyond the already agreed upon across the board increases. It points out that the average salary of an investigator is \$81,512.00 (E-13). Therefore, it calculates that the folding into the base salary of the full value of the seven days would be \$231,175. This would amount to an increase per employee of \$2,195.00 on the basis of a formula of \$81,512 divided by 2,080 annual hours worked, times 8 hours per day times 7 vacation days.

In this regard, the Chief Financial Officer of the County testified at the hearing before me, that there are additional costs associated with an increase to the base salary as proposed by the bargaining units. There are also adjustments of FICA of 7.65% and pension costs of 5.9% which would amount to an additional \$31,324 making it a total of \$262,499.00 added to the annual wage cost of the County, with a very limited benefit. It further pointed out that there was unrefuted testimony by Prosecutor Joshua Ottenberg that the present workforce has been able to handle the caseload effectively in a very efficient office.

Additionally, the County further argued that the Prosecutor's Office is not a continuous operation where an absent employee must be replaced. It pointed out that the total cost the Prosecutor now pays for needed coverage for the holidays is \$11,654 (E-20). Therefore, the value to the Prosecutor is minimal compared to the cost. Consequently, the interest and welfare of the public would not be well served by awarding the PBA/SOA fold-in proposal.

**Also, a comparison of wages salaries hours and conditions of**

**employment** provides no support for the PBA/SOA proposal. In this regard it argued that a comparison to the private sector the fold-in proposal clearly has no merit since it would substantially add to the cost of existing benefits.

Additionally, it has not been shown that folding in such benefits into the base wage represents a trend that can be demonstrated by a comparison of other similar employee contracts.

With respect to the **Comparison** criterion under the Act, the County concluded that the overall compensation presently received by the employees herein is already very generous when compared to similar employees in other jurisdictions (E-5) even without the 4% annual increase as agreed upon by the parties prior to their final offer herein. The County further concluded that such a resulting additional increase to the base salary would not be in the interest to the residents and taxpayers.

Finally, the County argued that there has been no showing that failure to grant this PBA/SOA proposal of folding into the base wage of existing holiday and vacation time would have any positive effect on the continuity and stability of employment.

#### ON CALL COMPENSATION

The County also rejected this PBA/SOA proposal for several reasons. Initially it pointed out that the investigators have been required to be on call at various times for many years without additional compensation. The PBA/SOA is seeking 10 hours of compensatory time for any week they are assigned to be on call. The proposal would also require the County to give an investigator an

additional 10 hours if a holiday falls during the assigned on-call period. The County pointed out that the proposed compensatory time for being on call is being sought for merely carrying a pager during the assigned on-call period. However, if an investigator is in fact called in to work, there is a contractual requirement to pay a minimum three hours guarantee and to pay time-and-a-half for the hours worked (E-1). This provision has not been changed and continues in the existing Collective Bargaining Agreements.

Therefore, the County argued that the proposal for compensatory time for being on call cannot be justified just because one jurisdiction, (Gloucester County) provides such a benefit. It further argued that this benefit is offered only by one county out of 21, in the State of New Jersey. Additionally, it pointed out that the salaries for investigators in Gloucester County are substantially below that of Camden County prosecutors.

## HEALTH BENEFITS

The County proposes significant changes in the employee cost sharing of the health care benefits provided. The proposal is designed to offset some of the dramatic increases in health care costs to the County as described in Exhibit E-5A. for both Investigators, Superiors and retirees. It pointed out that over a five year period the cost of health care insurance per employee has risen 75.36% for an average of 15.07% per year through 2005 and the trend has continued into 2006.

As a result, the County proposal seeks to increase the employee contributions in order to reduce the cost of the premium increase by 50%. The County argued that going forward this would provide much needed relief to

taxpayers of Camden County and be fair to the employees, many of whom contribute nothing to the cost of the health care insurance premiums and prescription drug premiums accept the required co-pays.

The County proposes the following three major changes in employee premium contributions to reduce the yearly increase in health benefit costs to the County. For the first time all employees, no matter when hired, would be required to contribute some amount toward health care and prescription drug premium costs. The proposal would require employees, who now contribute nothing, to pay as follows: (See E5-A)

<b>Base Wage</b>	<b>Premium Contribution</b>
Under \$30,000	2.5%
Over \$30,000 but under \$70,000	5.0%
Over \$70,000	7.5%

At this time, according to the County, there are 108 Investigators and Superiors in the combined units (the PBA/SOA claims 107) of which 28 would be required to contribute 5.0% and the remaining 79 employees would contribute 7.5% of the health and drug premium. (There are no employees in the two Units who are in the under \$30,000.00 per annum category.)

The County pointed out that the highest monthly premium cost to the County for health premiums is \$1,215.73, (Using Investigator George Saunders as an example.) His contribution of 7.5% of the health care premium would amount to \$91.18 per month. Additionally, his 7.5% contribution of the prescription drug premium of approximately \$451.72 per month would require him to contribute an additional amount of \$33.88 for a total contribution for both premiums of \$125.06

per month which equals to \$1,500.72 per year, which amounts to 1.8% of his 2005 salary of \$82,870. However, if the 4.0% salary increase for 2006 is factored in, his health premium contributions would amount to 1.7% his 2006 salary.

The County argued that that some employees now pay as much as 20% of health care and prescription costs. Therefore, it reasoned that having employees who now contribute nothing and who earn more than \$82,000 per year contribute 7.5% of the cost is certainly justified and fair, given the County's ever increasing health premium costs.

The County also pointed out that, employees choosing a less costly health plan than a full family coverage would reduce their total contribution. In this regard the County gave a contrasting example of Investigator Phyllis Berger, who presently pays nothing but her coverage costs the County only \$339.35 per month for her health coverage and \$156.21 for her prescription coverage for a total of \$495.56 per month. Her total contribution of 7.5% would be \$37.17 per month and \$446.00 per year based on her 2005 salary of \$100,367.

The County summarized that the three major components of the County's health care plan, Premium contributions, Increased Dr's Co-pays and Increased RX Co-pays, would save the county a total \$2,118,100.00 of approximately \$5,000,000 annual increases in premiums which now total approximately \$39,000,000 per year. It stressed that even if the entire health proposal is granted the taxpayers of Camden County would still absorb some \$3,000,000 of the additional premium increase.

Additionally, the County argued that the PBA/SOA proposal of adding a \$1,000.00 to the base salary of each employee would further substantially reduce the desired savings proposed by the County. In the above example of the highest

contribution of \$1,500.72 would be reduced to merely \$500.72 and the example of the employee with the most reasonable plan of \$446.00 per year would actually have a net gain of \$554.00 per year under the PBA/SOA proposal.

Also, for bookkeeping purposes, the County is seeking to have an April 1<sup>st</sup> date when employee contributions would be uniformly adjusted based on the anticipated new premium increases.

Finally, the County argued that the PBA/SOA counter proposals of equalizing the sharing of the health care costs increases would have the effect of reducing the existing contribution of many of the newer members of the bargaining units and thereby substantially reduce the premium increase savings sought by the County.

The County also argued that the interest and welfare of the public demand that the rising cost of health care be addressed. It pointed out that the health care benefits enjoyed by the County employees is far greater than what the private citizens pay for such benefits. Thus a comparison of wages, benefits salaries and hours and conditions of employment with the private sector occupations adds credence to the County's proposal for health care cost sharing.

With respect to the **financial impact on the governing unit, its residents and taxpayers**, the County reiterated that the rising cost of its health care premiums, as outlined herein above, requires that its health care cost sharing proposal be adopted.

With regard to the **cost of living** criterion under the Act, the County pointed out that the 4% base wage increase is certainly in line with the CPI and is yet another reason that the County's health care cost sharing proposal should be found

to be reasonable and appropriate.

The County also argued that there was no showing that the **continuity and stability of employment** would be negatively affected if the County's health care cost proposal is adopted. Employees who left the Department have basically retired or have been terminated for cause, not by resignation.(E21)

With respect to the length of the Collective Bargaining Agreements the County proposes a three-year duration. Although a substantial time has elapsed since the expiration of the predecessor contract, the County argues that its proposal in this regard is reasonable and in the interest of the public and its taxpayers, in order to revisit the volatility of rising health care costs after three years instead of the four years proposed by the PBA/SOA.

### **PBA/SOA PROPOSAL ON HEALTH BENEFITS**

The PBA/SOA submitted a counter proposal Exhibit U84 on health care premium cost sharing by members of PBA/SOA. Included in the proposal was a base wage increase of \$1,750 across the board to all steps and ranks. This increase would be in addition to the already agreed upon annual salary increases. It asks that the \$1,750 adjustment to all steps and ranks of the Wage Guides should be effective January 1, 2007.

The PBA/SOA's counter-proposal on health benefits is as follows:

*NOTE: Those provisions which are currently in the contract are labeled "current" and italicized, new provisions or terms are in plain language or bolded.*

#### **Health Benefits**

The Employer shall maintain and provide the following group hospital plans: Aetna, AmeriHealth, Horizon Blue Cross and the Camden County

Self-Funded, subject to the employee contribution schedule below:

**a. Employees Hired Prior to 'January 1, 2007**

1. All employees currently hired will be subject to the following contribution schedule for health benefits regardless of any contribution they may or may not have been making previous to the execution of date of this contract. The premium on which the contribution shall be made shall be the average of the Plans set forth above in each of the following categories: Employee Only, Parent-Child or Employee-Spouse, and Family.

<u>Base Wage</u>	<u>Pct. of Premium Contribution</u>
Under \$30,000	2.5%
Over \$30,000, but under \$70,000	5.0%
Over \$70,000	7.5%

**Employees Hired After January 1, 2007**

1. All employees hired after the said date will be subject to the following contribution schedule for health benefits. The premium on which the contribution shall be made shall be the average of the Plans set forth above in each of the following categories: Employee Only, Parent-Child or Employee Spouse, and Family.

<b>Years of Service</b>	<b>Premium</b>
<b>Beginning employment through the 3<sup>rd</sup> year</b>	<b>25%</b>
<b>Beginning 4<sup>th</sup> year through 5<sup>th</sup> year</b>	<b>22%</b>
<b>Beginning 6<sup>th</sup> year through 7<sup>th</sup> year</b>	<b>18%</b>
<b>Beginning 8<sup>th</sup> Year through 11<sup>th</sup> Year</b>	<b>15%</b>
<b>Beginning 12<sup>th</sup> year and thereafter</b>	<b>10%</b>

- d. Effective January 1, 2007, all employees will be required to make co-payments of \$20.00 for primary physicians and \$25.00 for specialists regardless of the health plan selected by the employee. (Given the passage of time, this can only be implemented on January 1, 2008)**

The Employer has testified that there are approximately 1700 employees in



the County of Camden. Based on the Chart above, that breaks down the County's employees by Department, the Prosecutor's Office employees covered by the subject contracts totals 107. This is approximately 6.3% of the entire employee force. The Employer testified that in 2005, there were approximately 160,000 prescriptions with a 45%/55% split between generic and brand-name drugs respectively. (*Tr. Pgs. 130-131, Lns. 15-25, 1-2*).

The County is requesting and the PBA/SOA has agreed in its counter-proposal to increase the co-payments by \$6 for brand-name, \$12 for mail-order and no change for generic drugs. Based on the Employer's testimony it calculates to an increase cost to employees of \$311<sup>1</sup> per employee based on the 2005 volume of prescriptions.

The Employer (Mr. McPeak) testified that the savings for the change in physician co-payments to \$20.00/\$25.00 is \$567 per employee. (*Tr. Pg. 125-128, Lns. 1-25*) Additionally, Exhibit E-7 shows that the "cost per employee" for 2005 is \$9,931. The PBA/SOA has countered to permit the Employer to recoup a contribution of 7.5% of the health and prescription benefit cost care. Extrapolated at 14% per year, the per-employee cost would be \$12,906 in 2007. The employee, who currently pays nothing will pay 7.5% of this amount or \$968 annually. While the other changes will likely result in additional costs to the employee, they are difficult to calculate. What is calculable is the additional amount of money that the employee will either be paying for the change in benefits or the savings to the Employer because of the change in terms. That amount is **\$1,846 (\$311 + \$567 = \$968)**.

<sup>1</sup> 160,000 prescriptions times 6.3% of the employee base equals 10,080 prescriptions per year by the PBA/SOA. Of the 10,080 prescriptions, 55% are brand-name according to the Employer. The Employer seeks and the PBA/SOA countered with a \$6 increase to brand-name co-payments ( $10,080 \times .55 = 5,544 \times \$6 = \$33,264$ ). The total additional cost of \$33,264, based on the 2005 prescription usage, to be paid by the PBA/SOA divided by 107 members equates to \$311 per employee.

Because of the drastic change to the health benefit terms and conditions, the PBA/SOA in submitting a **counter-proposal** that addresses many of these issues raised by the Employer and seeks monetary compensation of \$1,750.

Should the Arbitrator agree with the counter-proposal of the PBA/SOA, the \$1,750 adjustment to base wage on January 1, 2007, along with the previously discussed and shown herein, would result in the following wage guide:

	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>
Chief	\$132,346	\$141,980	\$147,659	\$153,565
Deputy Chief	\$125,538	\$134,900	\$140,296	\$145,907
Captain	\$118,824	\$127,917	\$133,033	\$138,355
Lieutenant	\$112,530	\$121,371	\$126,226	\$131,275
Sergeant I	\$104,382	\$112,897	\$117,412	\$122,109
Sergeant II	\$93,585	\$101,668	\$105,735	\$109,965
<b>Step Thirteen</b>		\$93,746	\$97,730	\$101,884
<b>Step Twelve</b>		\$89,267	\$92,838	\$96,551
<b>Step Eleven</b>		\$85,013	\$88,414	\$91,950
<b>Step Ten</b>		\$80,759	\$83,990	\$87,349
<b>Step Nine</b>		\$76,505	\$79,566	\$82,748
<b>Step Eight</b>	\$86,185	\$72,251	\$75,142	\$78,147
Step Seven	\$79,900	\$67,998	\$70,547	\$73,193
Step Six	\$72,184	\$63,744	\$66,134	\$68,614
Step Five	\$66,307	\$59,490	\$61,721	\$64,035
Step Four	\$61,057	\$55,103	\$57,169	\$59,313
Step Three	\$54,683	\$50,859	\$52,766	\$54,745
Step Two	\$50,433	\$46,616	\$48,364	\$50,177
Step One	\$44,852	\$42,372	\$43,961	\$45,609
Recruit/Training	\$40,682	\$38,128	\$39,558	\$41,041

Based on the testimony, evidentiary documents and the above analysis and argument, the Arbitrator should deny the Employer's proposal on health benefits and in the alternative support the position and counter-proposal of the PBA/SOA on health benefits, including the one-time adjustment of \$1,750 to base wage.

#### **IV. ON-CALL PAY**

The PBA/SOA made a proposal for on-call pay (*regenerated below*). The Prosecutor/County opposes this proposal. On reconsideration, the PBA/SOA would agree to modify their proposal to reflect that of the Gloucester County Prosecutor's Office on which they relied and would be as follows:

*For PBA Local No. 316*

##### **Article XI, Section 5 On-Call Pay**

Effective January 1, 2007, or upon issuance of this Award, if any Unit employee is required to be on-call that includes all or part of a weekend, such employee shall be compensated ten (10) hours compensatory time. If any Unit member is required to be on-call over all or part of a weekend and wherein a holiday immediately preceded or follows the weekend, the employee shall be compensated an additional ten (10) hours compensatory time. If the employee is called out, the employee will be paid one and one-half times their regular rate of pay for all time worked.

*For PBA Local No. 316A*

##### **Article XIV, Section 3 On-Call Pay**

Effective January 1, 2007, or upon issuance of this Award, if any Unit employee is required to be on-call that includes all or part of a weekend, such employee shall be compensated ten (10) hours compensatory time. If any Unit member is required to be on-call over all or part of a weekend and wherein a holiday immediately preceded or follows the weekend, the employee shall be compensated an additional ten (10) hours compensatory time. If the employee is called out, the employee will receive one and one-half hours in compensatory time for all time worked.

The PBA/SOA had originally sought a percentage of pay for being on-call.

The Employer protested that the cost of such a proposal was prohibitive. The PBA/SOA prior to hearing, revised its proposal to reflect, in large part, the same provision found in the Gloucester County Prosecutor's Office (Exhibit U-28, **Article XIX**, *pg. 26*).

The Unions also presented Exhibit U-79 the frequency of on-call assignments and usage in 2004 [the most current accurate record at time of

hearing]. The Unions only presented those Units that required employees assigned to the Unit to be on-call. Those Units are as follows: Homicide, Crime Scene, Major Crime, Special Prosecution, Voice Stress, Child Abuse, Domestic Violence, Narcotics, Juvenile and Counter Terrorism.

To better understand the proposal and its purpose, the Unions analyzed one Unit (Major Crime) as an example. As shown in the PowerPoint presentation, the Major Crimes Unit consists of 1 Lt., 2 Sgt. II and 9 Investigators. The Employer requires four (4) Investigators to be on-call during a one-week period. The Employer assigns a priority to those Investigators on-call labeling them "First-Out, Second-Out, Third-Out and Fourth-Out." The Chart (U-79) shows that of the employees who are assigned to be on-call during any one week, the person assigned as "First-Out" got called into work 52 out of 52 weeks; the person assigned as "Second-Out" got called into work 41 out of 52 weeks; the person assigned as "Third-Out" got called into work 10 out of 52 weeks and the person assigned as "Fourth-Out" got called into work 2 out of 52 weeks. (*Tr. Pgs. 83-85, Las. 1-23*). So it is clear, when an Investigator is called in that person is no longer on-call and the "Second-Out" becomes the next person on-call. This continues on a rotational basis. Given the number of Investigators in this Unit (9), each will be First, Second, Third or Fourth-Out a minimum of 23 times out of a 52-week year.

Out of these 23 weeks of being on-call, the Investigator knows he/she will be called in nearly 12 times. It is extremely important to note that ultimately the Employer determines how many employees will be on-call.

PBA President Gonzalez offered compelling testimony pertaining to officers being on-call. "if you are an Investigator that is on-call you are severely limited in your personal life [your regular] hours [of] work [because you must be] able to respond, you are limited in the activities that you can partake in with your family. In addition, you are limited in how far you can travel within the tri-state area because you have to be available to respond within a reasonable amount of time." (*Tr. Pg. 86, Lns. 1-12*).

Given the evidence in Exhibit U-79, it is clear that in this Office, unlike some other municipal law enforcement departments, there is a high degree of probability that you will receive a call to report to duty. In other departments, you may be on-call, but rarely receive a call and as such, the officer is afforded a little wider breadth of freedom. Based on the PBA/SOA revised proposal, the mathematics presented by Camden County Counsel Howard Wilson, is overstated. In looking at exhibit U-79 and referencing Mr. Wilson's cross of President Gonzales (*Tr. Pg. 93 Lns. 2-18*), as it pertains to the revised proposal, every "x" box would not necessarily be entitled to compensatory time. In fact, it would be extremely difficult to estimate that amount of

compensatory time that would be earned by his provision as stated above, the Employer and the Employer alone, determines who and when someone is required to be on call. Based on the testimony, evidentiary documents and the above analysis and argument, the Arbitrator should support the position and proposal of the PBA/SOA on On-Call compensation.

### **THE FINANCIAL IMPACT ON THE GOVERNING UNIT, ITS RESIDENTS AND TAX PAYERS**

Under this statutory criterion the PBA/SOA argued in relevant part that, given the above stipulations including the agreement by the parties to the across the board base wage increases there was no claim by the County regarding an inability to pay the negotiated costs herein. In this regard the PBA/SOA pointed out that the County has the ability to regenerate surplus. According to the Results of Operations (Sheet 19) the County has improved from \$5.2 million in 1995 to \$10.1 million in year 2005. Additionally, during the same period the Budget Revenues (AFS Sheet 17) went from (\$421,882) to a positive of \$2,362,536 and a Reserve Balance of \$3,704,720. With a AAA bond rating and continuous CAP banking the Employer is clearly not in a deteriorating financial condition.

### **COST OF LIVING (P. 78 OF BRIEF)**

In this regard the PBA/SOA pointed out in part that the cost of living data is supplied by the Public Employment Relations Commission is regional. One must consider the Cost of Living criterion only as a regional indicator of average price increases of a market basket of goods and services. It pointed out that during

periods when cost of living was significantly higher, employees did not receive wage increases of like magnitudes.

**THE CONTINUITY AND STABILITY OF EMPLOYMENT 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**

I this last criterion under the Act, the PBA/SOA argued as follows:

An analysis of this criterion, (g8), imports public sector relies upon considerations of "area standards" and "prevailing rate" evaluation. The Union has previously stated its case based upon testimony and evidence introduced at hearing supporting its position on these concepts. Clearly this criterion and those referenced private sector concepts strongly support an award of the Union position. The Union will not, here again, restate its comparability argument and area standards' assertions. However, the Union would like to take notice of one very important fact that appears to be overlooked by the Employer. The other law enforcement agencies do not pay anywhere close to the amount of co-payments and contributions paid by the PBA/SOA. If one accepts the position forwarded by the Employer, the overall compensation of law enforcement officers in this Department, that includes the current and proposed increased costs of health benefits, will become so anemic that law enforcement services could and most likely will begin to suffer. This is because the *total* compensation level will be so significantly below that of comparable communities that officers will either not come to work for the Camden County Prosecutor's Office or will begin to look for other law enforcement opportunities. It only stands to reason that the Union's position should be awarded to maintain the most important aspect and duty of a municipal/county government and that is to provide the residents of Camden County

with the highest level of public safety.

Finally, and in conclusion the PBA/SOA requested that on the basis of the evidence and testimony at the hearing the proposals of the PBA/SOA should be awarded.

## **DISCUSSION AND OPINION**

After extensive negotiations and mediation, the parties herein reached agreement on many of the outstanding issues as stipulated in **Joint Exhibit #1**.

There were four remaining issues to be decided by the Arbitrator in the instant interest arbitration as described herein above:

- 1. The proposal by the PBA/SOA to fold into the base wages the value of certain 4 holidays and 7 vacation days.**
- 2. The proposal by the PBA/SOA for on-call compensation.**
- 3. Increasing employee health benefit premium contributions as proposed by the Employer.**
- 4. The duration of the new Contracts.**

As required in interest arbitration, I thoroughly considered the arguments and allegations of both parties pursuant to the Revised Statutory Criteria in the Act.

With the exception of the outstanding issue No. 4, the duration of the contracts, the remaining three issues involve significant economic considerations affecting both parties.

In issue No. 1, the PBA/SOA proposes folding into base wages of all the employees in both Units the economic value of eliminating 4 existing holidays and 7 vacation days currently provided in both agreements. It argues that the reduction of these two previously negotiated leave benefits would produce an additional



5,048 hours of work at the average hourly rate of \$39.42 for a total of \$199,008 of value to the County. I also note, as correctly argued by the PBA/SOA, that the economic value to the County of reducing the proposed existing vacation days would obviously increase in the future, as the seniority of the workforce continues to increase as well as the eligibility.

However, I also considered the County's argument with respect to this PBA/SOA proposal of folding in the 4 holidays and the 7 vacation days. A holiday fold in would certainly yield greater additional hourly presence. However, a holiday involves the absence of the entire work force whereas a vacation day involves only the absence of senior members who reach eligibility for the two maximum vacation categories in question. Also, a vacation day is an absence when the Department is usually fully functional whereas a holiday, as argued by the County, may be of a lesser value since the other sections of the Department may be unavailable, which could effect productivity.

The actual economic value resulting from the vacation work-hours given back to the County during the duration of the remaining years of the contract would be about \$64,148.00 or close to about \$600.00 per employee when applied across the board to the base wage of both Units. Nevertheless, I was not convinced that the fold-in proposal of the PBA/SOA was practical at this time

However, after considering the arguments of both parties and all the elements contained in the Act, I became convinced that a one-time increase in the base rate for certain employees who will now be paying 7.5% of their health care premium, is in order. Such employees, having accumulated sufficient seniority, have not been required to contribute to the cost of their health benefits and would now be contributing at 7.5% of the cost of their chosen health plan which can amount to as much as \$1,215.73 per year. Additionally, using the County calculation of combining the prescription drug premiums at the same 7.5% rate

would bring the total new contribution to as much as \$1,500.72 per year for the family plan, which could amount to 1.8% of the average salary of \$82,870. Stated another way, the employees choosing the family health plan in the remaining years of this agreement, who have been making zero contributions, would experience their 4.0% negotiated wage increase essentially reduced by about to 2.3%

Consequently, I became convinced by the PBA/SOA argument that a one time base wage increase to employee's who now will contribute 7.5% of the cost of their health care premium, is appropriate. However, I find that the proposal of the PBA/SOA for a \$1,750.00 adjustment to be somewhat steep.

After, having thoroughly considered all the evidence, testimony and the arguments of both parties in light of all the required statutory factors, I concluded that a base wage adjustment of \$1,100.00 effective January 1, 2008 to employees at step 13 of the salary guide of the PBA and the higher ranks in the SOA, is appropriate in order to initially cushion the impact of the new 7.5% health premium contributions. Such an increase in the base wage, of employees in the two Bargaining Units of step 13 of the PBA and the higher ranks of the SOA, would compensate partially for the significant new cost sharing in the health care and prescription premium payments, particularly to the senior employees who have not been making such contributions at all but will now help to offset the substantial annual increases in health care costs to the County.

However, in this regard I also note that in considering the **comparison** factor of the Act, the voluminous evidence before me reveals that at least 10 of the 21 New Jersey counties do not require their employees to make health care/prescription contributions at all.

Therefore, as above stated, in consideration of the magnitude in the increase and structure to the health benefit contributions sought by Camden County and contained in the counter proposal of the PBA/SOA, I find that the base wage of top

step 13 of the PBA and the higher ranks in the SOA, who will now make a 7.5% health care premium contribution, should be increased \$1,100.00 higher as of January 1, 2008.

Additionally, the health benefit contributions to existing employees should reflect the new proposed contribution schedule of 2.5% of the cost of their chosen health plan, for employees whose salary is under \$30,000.00, (at this time there are no employees at this level in the two Units herein.), 5.0% for employees with a salary of over \$30,000.00 but under \$70,000.00 and 7.5% for employees over \$70,000.00 in salary.

As above stated, the adjustment in the base salary for step 13 of the PBA and the higher ranks of the SOA is found to be appropriate in order to cushion the new contributions of the 7.5% of their health care premium which, as pointed out by the County, could amount to as much as 1.8% of some employee's 2006 salary depending on the chosen health plan. Although such a base wage adjustment will reduce the initial savings sought by the County, the continued contributions in future years of employees who contributed nothing in the past, will provide substantial newly established future savings to the County and its citizens and tax payers.

The new 7.5% category of contributions is based on the amount of earnings not on years of service as is currently the case. In the existing contribution schedule, employees contribute a decreasing amount until their years of service permits them to contribute zero on their health benefits. Employees earning the most contribute the least to their rising health care premiums. Therefore, as essentially proposed by both parties, I have concluded that length of service will no longer be the controlling factor for employees who were hired prior to January 1, 2007 which resulted in zero contributions for many of the employees herein.

However, changing this contribution criterion for only the zero-paying employees, as proposed by the County, would be inconsistent. Some employees in the bargaining units hired prior to a certain date would be contributing on the basis of years of service and others on the basis of earnings. Therefore, in the interest of consistency and uniformity the appropriate approach is to consider salary to be the contribution criterion for all existing employees hired prior to January 1, 2007. Under the earnings schedule, as described by the County, "Of the 108 investigators and superiors presently employed, 28 would contribute 5% of premium..." "The remainder would pay 7.5%" (Co. Brief at 22)

Additionally to the above revisions, I also adopt the new schedule for future employees. In doing so, I note that as a counter proposal to create uniformity for the existing employees, the PBA/SOA agreed that future employees hired after January 1, 2007, would in fact maintain a decreasing contribution schedule based on seniority. However, that schedule would not drop to a zero contribution level. It would only descend to a 10% level for the most senior category. As outlined, in U-84 and adopted herein, the contribution schedule for new employees hired after January 1, 2007, would begin at 25% for beginning through the 3<sup>rd</sup> year of employment and reduce to a final 10% at the 12<sup>th</sup> year of service.

The County convincingly argued in relevant part that under its proposal employees earning under \$30,000 would contribute 2.5%. However, as already noted there are no employees in this earning category in the two bargaining units at this time. Those earning \$30,000 but under \$70,000 of which there are approximately 28, would contribute 5.0% and those employees earning over \$70,000 of which there are approximately 79, and have been contributing nothing, would now contribute 7.5% of the cost of their health premium.

In granting the above contribution schedule, I considered the substantial change in health care contributions particularly to the majority of the senior

members of the two bargaining units who have not been contributing at all to their rising health benefit costs. I also considered, as stated above, that although the actual dollar amount resulting from the new 7.5% contributions will vary depending on the choice of the plan selected, can amount to as much as 1.8% of the 2005 base pay, resulting in almost 50% reduction of the 4.0% recently negotiated wage increase. It is also highly probable that health costs will continue to increase annually and therefore the fixed percentage of the employee contributions will yield a greater dollar amount in the cost sharing of the premiums, thereby increasing the future savings to the County.

The County argued in part that there have been double digit increases in the cost of providing health benefits. In its presentation the PBA/SOA provided charts indicating in part that 7% of the County's 1700 employees earning between \$30,000 to \$50,000 work for the Prosecutor's Office, 9% who earn between \$50,000 and \$70,000 and 41% who earn more than \$70,000 work for the Prosecutor's Office. Therefore, the PBA/SOA pointed out that 57% of the proposed health benefit contributions would be shouldered by employees of the two bargaining units in the Prosecutor's Office.

Additionally, the PBA/SOA pointed out that the County proposed that employees, who now pay a greater amount in accordance with their years of service, should not have their contributions equalized on the basis of earnings in accordance with the new contribution schedule. However, such an arrangement would have most employees newly contributing on the basis of their earnings and others in the same bargaining units contributing on the basis of their seniority. Additionally, as above stated, if they remained in the "years-of-service" decreasing payment schedule, eventually they would reach the zero level thereby defeating the changes herein of contributing a greater amount with greater earnings which would inevitably benefit the County. Consequently, I was not convinced of the merits of

the proposal to preserve a dual contribution arrangement among the existing employees. Although such an arrangement would temporarily yield greater total cost sharing, it would eventually diminish even back to zero as seniority increased and the parties would be back to square one.

Therefore, I have concluded that, as described above, all the existing bargaining unit employees herein shall be subject uniformly to the new contribution schedule of 2.5%, 5% and 7.5% of their actual premium cost for their health care and prescription drug benefits on the basis of their earnings. Under this County-proposed contribution schedule, existing employees will uniformly pay a greater amount as they progress on the salary guide increasing their contribution as they reach the next established salary level.

However, the PBA/SOA proposal of calculating the contributions on the basis of the average existing premium of the chosen health plans is found to be somewhat unique and impractical to calculate. Therefore, I have concluded that the health premium contribution calculation will be on the basis of the cost of the actual plan selected by each employee as it has been in the past and as proposed by the County.

This arrangement will benefit the **residents and taxpayers** of the County since the employees in question will now for the first time contribute to the cost of their health care premiums, while the base wage adjustment will cushion the initial significant economic impact of their new contributions.

After a review of all the testimony and exhibits in this regard, it is evident that significant initial modifications to the base rates of the effected employees are in order but not in the amount proposed by the PBA/SOA. Therefore, in consideration of the magnitude in the increase and the change in structure to the health benefit contributions sought by the County and contained in the counter proposal of the PBA/SOA, I find that the base wage of employees in the top step

13 of the PBA and the higher ranks in the SOA, who now make no health care premium contribution, should be adjusted higher by \$1,100.00 on January 1, 2008. However, The PBA/SOA proposal of a \$1,750 adjustment was found to be excessive.

#### HOLIDAY AND VACATION DAY FOLD-IN

I also considered the PBA/SOA proposal of returning 4 existing contractual holidays and 7 vacation leave days and adding its economic value to the base wage of the members of the two bargaining units who will begin contributing 7.5% to their health premiums.

In this regard however, I found that the County made a convincing argument that the value of returning man hours by eliminating existing holidays may not be of significant value at this time since the Department would not be fully staffed during the holidays which could diminish normal productivity. That is not the case however, with returning man hours by eliminating vacation days when the Department including it's support staff is functioning normally. Under such circumstances additional available hours would obviously mean greater productivity and therefore, beneficial for the citizens and taxpayers of the County as argued by the PBA/SOA.

However, in view of the already above-granted base wage adjustment and in consideration of **The overall compensation presently received by the employees**, I was not convinced that an additional adjustment to the base would be appropriate at this time. Therefore, the PBA/SOA proposal to give back the proposed holidays and vacation in exchange of additional salary increases to the base wage of the members of the bargaining units is hereby not granted. Such an arrangement may be beneficial to both parties and they may of course consider the proposal in future negotiations.

## ON-CALL COMPENSATION

The parties differed on this issue as well. I considered the County position regarding this PBA/SOA proposal that the compensatory time proposal for being on call is being sought for merely carrying a pager during the assigned on-call period. In contrast, the PBA/SOA insisted that being on call significantly interferes with personal time away from work. The County also pointed out that, if an investigator is in fact called in to work, there is an existing contractual requirement to pay a minimum three hours guarantee and to pay time-and-a-half for the hours worked (E-1). This provision has not been changed and continues in the existing Collective Bargaining Agreements.

However, the evidence and testimony on this issue reveals that the on call arrangement is **in the interest and welfare of the public**. As above stated, PBA President Gonzalez offered compelling testimony pertaining to officers being on-call, "if you are an Investigator that is designated to be on-call you are severely limited in your personal life your regular hours of work because you must be able to respond, you are limited in the activities that you can partake in with your family. In addition, you are limited in how far you can travel within the tri-state area because you have to be available to respond within a reasonable amount of time." (*Tr. Pg. 86, Lns. 1-12*).

With reference to the **Comparison factor of wages and hours** under the Act, I considered in part the PBA/SOA position pointing to the evidence in Exhibit U-79, claiming that in this Prosecutor's Office, unlike in some other municipal law enforcement departments, there is a high degree of probability that you will receive a call to report to duty. In other departments, you may be on-call, but rarely receive a call and as such, the officer is afforded a little wider breadth of freedom.



According to the PBA/SOA revised proposal, the mathematics presented by Camden County Counsel, seemed to be somewhat overstated. In looking at exhibit U-79 and referencing the cross examination of President Gonzales (Tr. Pg. 93 Lns. 2-18), as it pertains to the revised proposal, every "x" box would not necessarily be entitled to compensatory time. In fact, according to the PBA/SOA it would be extremely difficult to estimate that amount of compensatory time that would be earned by this revised provision. The PBA/SOA also argued that, the Employer alone determines who and when someone is required to be on call.

Based on the testimony, evidentiary documents and the above analysis and argument, I found that an "entry level" on call provision is appropriate in this instance and would have a minimal bearing on **The financial impact on the governing unit its residents and taxpayers.** The PBA/SOA convincingly pointed out that their financial expert Vincent J. Foti examined the financial documents of the County and found that it has the financial ability to pay the amounts set forth herein. However, I note that having the ability to pay is not the sole criteria in granting an economic benefit. Additionally, with respect to the **Stipulation of the parties and The lawful authority of the employer,** factors I note that there were no Cap issues presented in this case.

Essentially, the PBA/SOA modified their original position of a percentage payment for being on call. Their final position reflects, in large part, the provision contained in the Contract of the Gloucester County Prosecutor's office(U28).

The Gloucester County provision as contained in (U28) is as follows:

**Article XIX - Standby Compensation/Pay**

**If any unit employee is required to be on weekend standby, such employee shall be compensated ten (10) hours compensatory/overtime.**

**If any unit member is required to be on weekend standby, wherein a holiday immediately precedes or follows the weekend, the employee shall be compensated ten (10) hours compensatory/overtime hours for Saturday and Sunday. The employee will also be given ten (10) hours additional compensatory/overtime for the holiday.**

**Whether the standby compensatory time is given as straight time hour for hour off or as a paid rate of time and one-half (1½) will be determined by the employees total accumulated hours during the pay period. Time worked over 35 hours, but less than 40 hours will be compensated for with compensatory time and hours worked in excess of 40 hours for the pay period will be at a rate of pay of one and one-half (1½) times the employee's regular hourly rate of pay.**

However, although the language of the Gloucester provision is not objectionable, the 10 hours of Compensatory compensation contained therein is found to be excessive for Camden county under the totality of the circumstances herein. A more appropriate initial amount in my opinion as above stated, is four (4) hours of compensatory time for being on call on a weekend or a portion thereof and an additional two (2) hours if a holiday falls on the days surrounding the on-call weekend. Such compensatory time shall be taken with the approval of the Employer.

In granting this provision I found that the Employer, in this instance the County, and its citizens and taxpayers, receive additional service and protection when an employee is required to stand by, be "on call" and remain reasonably available to return to duty during a weekend or a holiday.

Based on the testimony, evidentiary documents and the above analysis and argument, I found that a reduced amount of compensatory compensation for being on call is in the legitimate interest of the citizens and taxpayers of

the County of Camden. Therefore, the revised on call provision of the PBA/SOA, but with the reduced amount of compensatory compensation, is hereby adopted as reproduced below.

*For PBA Local No. 316*

**Article XI, Section 5 - On-Call Pay**

1. Effective January 1, 2008, if any Unit employee is required to be on-call, that includes all or part of a weekend, such employee shall be compensated ~~ten (10)~~ **four (4)** hours compensatory time. If any Unit member is required to be on-call wherein a holiday falls on the days surrounding the on-call weekend, the employee shall be compensated an additional ~~ten (10)~~ **two (2)** hours compensatory time. If the employee is called out, the employee will be paid one and one-half times their regular rate of pay for all time worked.

*For PBA Local No. 316A*

**Article XIV, Section 3 - On-Call Pay**

1. Effective January 1, 2008, if any Unit employee is required to be on-call, that includes all or part of a weekend, such employee shall be compensated ~~ten (10)~~ **four (4)** hours compensatory time. If any Unit member is required to be on-call wherein a holiday falls on the days surrounding the on-call weekend the employee shall be compensated an additional ~~ten (10)~~ **two (2)** hours compensatory time. If the employee is called out, the employee will receive one and one-half hours in compensatory time for all hours worked.

**The Cost of Living** criteria favors the County position since the CPI increases have not been significant in recent years and inflation has been mostly under control. The County argued that the stipulation of the parties to a 4% base wage increase is certainly in line with the CPI and is another compelling reason as to why the County's health benefit proposal is reasonable.

With respect to the **Continuity and Stability of Employment**, the County convincingly argued that there was no showing that this criterion would be adversely affected by the granting of the County's health care proposal.

Additionally, there has been no showing that there has been a significant turnover of the employees in the two bargaining units herein. The County pointed out that those that have left the department retired or have been terminated for cause.

I agree with the general sentiment although not specifically expressed by the parties herein, that **the interest and welfare of the public** is best served by providing fair wages and conditions of employment to those who serve and protect the citizens of the community. However, differences exist in the definition of what and how much is fair. Obviously, it is the difference in this perception that is the essence of this Interest Arbitration.

There were no other significant **Stipulations of the Parties** herein other than those described above. However, this does not foreclose any other agreements or stipulation of the parties, that may have been reached prior and during the instant interest arbitration and the procedural changes, which may be necessary to conclude the instant contract.

With respect to the length of the contracts herein, given the passage of time since the expiration of the predecessor collective bargaining agreements, I have concluded that the PBA/SOA position of a four year contract is more reasonable and is hereby awarded. Therefore, the termination date of the two Collective Bargaining Agreements herein shall be December 31, 2009.

Therefore, after thoroughly considering all the evidence in the record made before me, in light of all the factors of the revised statutory criteria as required, and after reviewing the respective positions and the well-crafted post hearing arguments of the parties, I make the following:

**STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

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In the Matter of the Interest Arbitration Between:

**CAMDEN COUNTY PROSECUTOR'S OFFICE**

**AND**

**P.B.A. LOCAL NO. 316 and SOA 316A**

**Docket No. IA-2006-031 and IA 2006-066**

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**AWARD**

**The proposal by the PBA/SOA to fold into the base wages the value of certain holidays and vacation days is hereby denied.**

**The revised proposal by the PBA/SOA for on-call compensation is granted but with reduced compensatory compensation as described herein above.**

**Increasing employee health benefit premium contributions as described herein above and granting a onetime base wage increase to certain employees of \$1,100.00 commencing on January 1, 2008 is hereby granted.**

**The duration of the two Collective Bargaining Agreements herein, shall be four (4) years terminating on midnight, December 31, 2009.**



.....  
Ernest Weiss, Interest Arbitrator

STATE OF: NEW JERSEY  
COUNTY OF: SOMERSET

On this 10<sup>th</sup> day of October 2007, before me personally came and appeared Ernest Weiss, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed same.

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 5, 2009