

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Compulsory Interest Arbitration  
Between

**RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY,**  
Public Employer,

and

**FRATERNAL ORDER OF POLICE, LODGES  
NOS. 62 (PRIMARY UNIT) ("FOP-P") and 62A  
(SUPERIOR OFFICERS) ("FOP-S"),**  
Exclusive Representatives,

PERC Docket Nos.  
IA-97-72 and 41

JS Case Nos.  
2450 and 2451

**OPINION  
AND  
AWARDS**

Re: Bargaining Impasses on Successors to  
Contracts Expiring June 30, 1995.

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Before **JOHN E. SANDS**, Interest Arbitrator

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Before **JOHN E. SANDS**, Interest Arbitrator

**OPINION**

These Interest Arbitration proceedings arise under *N. J. S. A. 34:13A-14 et seq.*, and the administrative regulations promulgated thereunder, *N. J. A. C. 19:16-5 et seq.* On January 22 (for FOP-S in Case No. IA-97-41) and February 5, 1997 (for FOP-P in Case No. IA-97-72), pursuant to the mutual request of the parties' representatives, Timothy A. Hundley, PERC's then-Acting Director Arbitration appointed me to arbitrate the impasses that had developed in the parties'

efforts to negotiate a successor contracts to theirs that had expired on June 30, 1995.

Pursuant to my authority as Interest Arbitrator and with the parties' approval, I conducted mediation sessions with the parties on March 31, April 7 and April 29, 1997. Those efforts produced agreements on a number of issues that the parties agreed to treat as "stipulations of the parties" under *N. J. S. A. 34:13A-16g(4)*. Those agreed items are attached to the separate Awards for each unit as Appendices A and B and are incorporated as if fully set forth.

Mediation having failed to resolve all issues, I conducted hearings on August 21, 22, and 25, 1997. All three parties appeared by representative and had full opportunity to adduce evidence, to cross examine witnesses, and to make argument in support of their respective positions. Each submitted a post-hearing brief and reply letter, and none has raised any objection to the fairness of this proceeding.

My determination of the remaining issues is governed by Chapter 425 of the 1995 Laws of New Jersey, "The Police and Fire Public Interest Arbitration

Reform Act.” That law requires that my “. . . Award on the unsettled issues [be] determined by conventional arbitration” and that I

. . . separately determine whether the total net economic changes for each year of the agreement are reasonable under the eight statutory criteria set forth in Subsection g of this Section.

According to *N. J. S. A. 34:13A-16(g)*, my conventional arbitration award also must comply with the following:

**g. The arbitrator or panel of arbitrators shall 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 interests and welfare of the public. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by P. L. 1976 c. 68 (*N.J.S.A. 40A: 4-45.1 et seq.*).**

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

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

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

(c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with section 5 of P. L. 1995 c. 425 (*N.J.S.A. 34:13A-16.2*); provided, however, that 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 (*N.J.S.A. 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 municipal or county purposes element, as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element or, in the case of a county, the county purposes element, required to fund the employees' contract in the preceding local budget year with that required under the award for the current local budget year; the impact of the award for each income sector of the property taxpayers 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.

The unsettled issues subject to determination in this proceeding appear in the parties' final offers:

**FOP-P FINAL ECONOMIC OFFER**

**A. Salary Guides:** Across-the-board percent increases, exclusive of increments, for the fiscal years as follows:

|          |                        |
|----------|------------------------|
| 1995-96: | 4.25% effective 7/1/95 |
| 1996-97: | 4.25% effective 7/1/96 |
| 1997-98: | 4.25% effective 7/1/97 |

**B. Automatic Increments:** Eligible officers shall receive automatic increments on their appropriate anniversary dates notwithstanding the expiration of the contract.

**C. Stand By:** Add Section 3 to Article 24: Officers required to stand-by shall earn two (2) hours of compensatory time off for any day during which they are required to stand-by. Officers ordered in from a stand-by status shall be paid from the time they are notified until their assignment is completed for the day.

**D. Lunch Period:** Change language which guarantees a paid lunch period "to be determined by departmental policy" to read:

5. Officers shall be guaranteed a thirty (30) minute lunch period which shall not be interrupted except in the case of an emergency situation.

of the FOP-P effective 1997-98 by lowering qualifications for second plateau's 20 days from 13 to 11 years and for third plateau's 15 days from over 20 to 20 years.

**F. Compensatory Time Accumulated Hours:** Amend Article 19, Section 4 to increase the maximum accumulation of compensatory time from 40 hours to 80 hours per fiscal year.

**G. Detective Clothing Allowance:** Add new Article 30 effective 1997-98 establishing a non-uniform clothing allowance of \$250 annually.

**E. Agreement Term:** Three years:

This Agreement shall be effective from July 1, 1995 through June 30, 1998 and shall continue in full force and effect until a successor agreement is signed. All salaries and benefits, as set forth herein, shall be retroactive to July 1, 1995 notwithstanding the date of execution hereof unless specifically stated otherwise.

(FOP-S also seeks "clarifying language" that all provisions of the current collective bargaining agreement not addressed by stipulations or this Award be carried forward to the successor agreement except for minor charges necessitated by accretion of Sergeants and Detectives to this bargaining unit from FOP-P.)

## **RUTGERS' FINAL ECONOMIC OFFERS FOR FOP-P AND FOP-S**

### **A. Wages**

1. **Fiscal Year 1995-96** - Each eligible officer will receive a normal merit<sup>1</sup> increment on the appropriate anniversary date.

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<sup>1</sup>At the hearing the parties stipulated that Rutgers had withdrawn its "merit" qualification for increments and had left its proposal as a "normal increment."

**E. Agreement Term:** Three years:

This Agreement shall be effective from July 1, 1995 through June 30, 1998 and shall continue in full force in effect until a successor agreement is signed. All salaries and benefits, as set forth herein, shall be retroactive to July 1, 1995 notwithstanding the date of execution hereof unless specifically stated otherwise.

FOP-P also seeks "clarifying language" that all provisions of the current collective bargaining agreement not addressed by stipulations or this Award be carried forward to the successor agreement except for minor charges necessitated by movement of Sergeants and Detectives from this bargaining unit to FOP-S.

**FOP-S FINAL ECONOMIC OFFER**

**A. Salary Guides:** Across-the-board percent increases, exclusive of increments, for the fiscal years as follows:

|          |                        |
|----------|------------------------|
| 1995-96: | 4.25% effective 7/1/95 |
| 1996-97: | 4.25% effective 7/1/96 |
| 1997-98: | 4.25% effective 7/1/97 |

**B. Automatic Increments:** Eligible officers shall receive automatic increments on their appropriate anniversary dates notwithstanding the expiration of the contract.

**C. Longevity:** Institute a longevity program above base salary to be incorporated into base pay of 1% after 15 years of service.

**D. Night shift Differential** (affecting Lieutenants assigned to permanent night shifts on New Brunswick Campus): \$250 per quarter (5:00 p.m. to 7:00 a.m.).

**E. Vacations:** Reflecting movement of Sergeants and Detectives to the FOP-S unit, amend Article 11's plateaus to improve their schedule above that



2. Fiscal Year 1996-97 - Each eligible officer will receive a normal merit increment on the appropriate anniversary date.

Each full-time, 12-month officer who is on the payroll as of July 1, 1996 and who continues on the payroll through ratification, shall receive a \$250.00 bonus. The bonus shall not increase the base salary of the officer.

3. Fiscal Year 1997-8 - Each eligible officer will receive a normal merit increment on the appropriate anniversary date.

Effective July 1, 1997, there shall be an \$840.00 across the board increase based on the July 1, 1995 salary schedule.

Effective July 1, the uniform allowance of \$525.00 that would be paid to eligible officers during the year will be paid as an across the board increase based on the July 1, 1995 salary schedule. (As a result of this one-time enhancement to the University's Final Offer, a separate uniform allowance payment will not be paid in fiscal year 1997-98 or following years.)

Effective January 1, 1998, there shall be a \$420.00 increase across the board based on the July 1, 1997 salary schedule.

4. Fiscal Year 1998-99 - Each eligible officer will receive a normal merit increment on the appropriate anniversary date.

Effective July 1, 1998, there shall be an \$840.00 across the board increase based on the January 1, 1998 salary schedule.

Effective January 1, 1999, there shall be an \$525.00 across the board increase based on the July 1, 1998 salary schedule.

**B. Overtime:** Add a section to paragraphs 22 (FOP-P) and 19 (FOP-S) of the Agreements stating that absences charged to Sick time or Sick Leave are not compensable hours for the purpose of calculating overtime.

**C. Health Benefits:** Effective no sooner than the close of the first announced special enrollment period following the execution of this Agreement, all officers represented by the union who are eligible for health insurance benefits coverage under P. L. 1961 c. 49 (N. J. S. A. 52:14-17.25, et seq.) shall pay premium or periodic charges therefore on the same basis and to the same extent as the State establishes for State employees for whom there is no majority representative.

**D. Vehicle Damage:** Add a section 10 to Article 41 (FOP-P) and a section 5 to Article 30 (FOP-S) stating that an officer who damages a University vehicle through carelessness, as determined by the results of the Auto Accident Review Board review, will be required to reimburse the University. Such reimbursement will be one-half the damage up to a maximum reimbursement of five hundred dollars per occurrence.

**E. Duration:** The term of these Agreements shall be from July 1, 1995 to June 30, 1999.

#### **FOP-P FINAL NON-ECONOMIC OFFER**

**A. Representation Fee:** Standard agency shop clause with language of FOP Exhibit 1:9 calling for non-union members of the bargaining unit to pay a representation fee.

**B. Seniority Bumping Rights:** Proposed language seeks to preserve substantive status quo and delete references to Sergeants and Detectives, who are no longer in the bargaining unit.

**C. Shift Bidding and Work Schedules:** Proposals seek (a) to establish shift bidding by seniority for permanent shifts, except where special skills and/or qualifications may be required or where emergent matters dictate a deviation from seniority, and (b) to "codify" current work scheduled subject to future negotiations or "a substantial departmental policy goal."

**D. Retention of Benefits:** Replace Article 40 to provide a "past practices" clause that would expand guarantee of applicable University Procedures.

## **FOP-S FINAL NON-ECONOMIC OFFER**

**A. Representation Fee:** Standard agency shop clause with language of FOP Exhibit 13:10 calling for non-union members of the bargaining unit to pay a representation fee.

**B. Seniority Bumping Rights:** Proposed language of FOP Exhibit 13:11 seeks to preserve current benefit of layoff by seniority in title and to provide for Sergeants and Detectives, who are new to the bargaining unit.

**C. Shift Bidding and Work Schedules:** Proposals seek (a) to codify the existing work schedule for Lieutenants, (b) to institute shift bidding for Sergeants except when necessary to accomplish a governmental policy goal, and (c) to ensure separate bidding for Sergeants and Lieutenants if Lieutenants are returned to day and night shifts.

**D. Retention of Benefits:** Add a new Article to provide a "past practices" clause.

## **RUTGERS' FINAL NON-ECONOMIC OFFERS FOR FOP-P AND FOP-S**

**A. Seniority:** Rutgers seeks (a) to modify Sections 5 and 6 of the FOP-P contract's Article 9 to eliminate displaced officers' bumping junior officers at different campuses and to allow only transfers by displaced officers into vacant positions at another campus, and (b) to modify Section 5 of the FOP-S contract's Article 10 (i) to enable elimination of specific positions rather than layoff of the junior officer, (ii) to limit the displaced officer's bumping option to the least senior officer in his/her title in the seniority unit, and (iii) to provide downward bumping procedures for laid off superior officers.

## **THE PARTIES AND THEIR WORK**

The Public Employer is Rutgers, The State University of New Jersey ("Rutgers"). The Employee Associations are Rutgers Fraternal Order of Police, Lodges 62 (for the Primary Unit) and 62A (for Superior Officers) ("FOP-P" and "FOP-S," respectively). FOP-P represents the 68 Officers and Senior Officers; FOP-S, 31 Sergeants, Detectives, and Lieutenants. Both prior collective bargaining agreements expired June 30, 1995. Under those agreements, Sergeants and Detectives had been FOP-P unit members. They are now in the FOP-S unit, and that change requires both substantive and non-substantive language changes to those agreements.

June 30, 1995 also is the date on which Rutgers ceased paying Primary and Superior unit employees the anniversary-date increments required by the expired agreements. These employees have accordingly been without salary adjustments for nearly three years.

Employees of both units work at Rutgers' campuses in Camden, Newark, and the New Brunswick area of Middlesex County. The three campuses' population comprises 48,135 students and 8,180 administrators, faculty, and staff.

The New Brunswick area campuses are by far the largest, with 33,774 students and 6,498 administrators, faculty, and staff. Newark follows with 9,642 students and 1,092 administrators, faculty, and staff. Camden is the smallest campus with 590 administrators, faculty, and staff serving 4,719 students.

The Rutgers Police Department is responsible for public safety at all University facilities. As Rutgers' Guide to University Facilities reports,

With 6,300 acres, over 840 buildings containing more than 15.9 million square feet of space and worth \$1.7 billion, thirty-one miles of roadways, eleven miles of heating lines, eighteen miles of water mains, eighteen miles of sanitary sewers, and six miles of storm sewers, Rutgers, The State University of New Jersey, is as large as a mid-size American city.

And, like the police of a mid-size American city, Rutgers Police receive traditional police training and perform traditional police functions: responding to crimes and emergencies, carrying lethal weapons, patrolling both campus and city sectors, issuing summonses, arresting perpetrators, attending court proceedings, controlling traffic, and exercising the full range of police powers. Unlike traditional police, however, Rutgers Police must learn and exercise the special skills and judgment appropriate to an academic community. As observed by Arbitrator Carl Kurtzman in these parties' last interest arbitration Award,

. . . police in a college setting take special training concerning the institution's internal disciplinary system, the institution's organizational structure and educational mission, attend on-campus seminars on rape awareness and other crime prevention topics, receive training on dealing with student demonstrations and assist in building lockouts.

And I take arbitral notice --based on my experiences as a former college and graduate student, as a former professor, and as a parent-- that campus police must often act with unusual restraint and understanding informed by the unique responsibilities of a world-class university that also serves *in loco parentis* for its students. These police are "cops-plus."

## **POSITIONS OF THE PARTIES**

### **FOP-P and FOP-S**

In support of its final offer, FOP-P argues that its economic package averaged 4.3% per year for salary and uniform maintenance increases plus an annual increment cost of between 0.8% and 1.0%. By contrast, FOP-P computes the University's offer at an annual rate change of 1.06%. FOP-P rejects the University's offer to roll uniform maintenance allowance into the salary base as a "late starter" more appropriate for careful consideration in future negotiations.

FOP-S argues that its economic package averages out to an annual salary and fringe benefit increase of 4.6% plus annual increment cost of between 0.4% and 0.8%. For FOP-S the University's offer averages to an annual rate change of 1.06%. FOP-S also rejects the University's uniform maintenance allowance proposal as more appropriate for contract negotiations.

Both organizations argue that the appropriate data base for comparison to other police services comprises municipal police forces in Middlesex County. Because of Rutgers' size and integration into the cities of New Brunswick, Newark, and Camden, Rutgers' police operations are very different from the essentially cloistered campus police operations of other public institutions around the State. The unions argue that I must follow the lead of courts and prior arbitrators in acknowledging Rutgers' similarity to local police forces as well as Arbitrator Kurtzman's recognition that campus police maximum salaries should be brought closer to the maximum salaries of comparable police officers as a valid and justifiable objective.

For the statutory criterion, "Interest and Welfare of the Public," both unions argue that this criterion demands a high caliber of police protection, which

must be considered in tandem with the needs of its police officers. The unions argue that Rutgers' total crime index ranks high among Middlesex County communities notwithstanding that University data addresses only crimes involving students while municipal data includes University crimes within its totals. University crimes would rank still higher, argue the unions, if Rutgers' data were adjusted to reflect incidents sidetracked into campus judicial systems rather than regular courts. The unions observe that Rutgers did not contest their proofs that campus police handle more crime than is credited to them in the total crime index.

With respect to the second criterion's subheading, "Private and Public Employee Wages in General," the unions argued that private sector wage data do not represent the full story of such compensation because big companies pay lump sum bonuses and other incentives based on profit and performance measures that are not reflected in salary increases. Even without such data, New Jersey's statistics show an average private sector wage increase of 3.4% in 1995, a figure that was 3.5% for Middlesex County's private sector employees that same year. Public sector increases of 4.1% in 1993 and 4.2% in 1994 decreased to 2.9% in 1995 due to cut-backs in federal payrolls. In 1995, however, local government



workers' wages increased by 4.1%. Both public and private sector increases reflect the robust economic picture both nationally and in New Jersey.

Compared to Rutgers' faculty salaries, its police fair poorly. Average salaries for professor, associate professor, and assistant professor ranked first among public AAU institutions in 1995. By contrast, the salaries of Rutgers' top patrol officers, sergeants and detectives ranked lowest among Middlesex County's twenty-five local police departments. Although Lieutenants, who benefitted from a range increase in the past, fared better compared to Middlesex County municipal units, their compensation remains approximately \$5,000 below the county average in 1995 and lacks any longevity provision.

The unions reject as inappropriate Rutgers' final offer of the "State settlement" for salary increases and employee contributions toward health insurance premiums for traditional coverage. Moreover, argue the unions, the State's contract settlement with the State Law Enforcement Conference (which represents police personnel at the five State colleges) varied from the "State settlement" Rutgers offers this unit. The third and fourth years of the State Law Enforcement Conference settlement called for 3.5% across-the-board salary increases and a

premium sharing plan limited to HMOs (set by SHBP guidelines) and the dental plan. The unions point out other differences among the settlements between Rutgers and its AFSCME and IUOE units, which contained salary increases in line with the State settlement but varied the health premium sharing provisions. And, at the time of the parties' arguments, the AAUP unit representing Rutgers' faculty had accepted the State settlement's total dollars but was in fact-finding concerning allocation of those moneys among the unit.

In fact, argue the unions, there has never been anything "magic" about the State settlement that binds Rutgers. In the FOP-P's prior arbitration award, Arbitrator Kurtzman granted a University salary position which enhanced the State settlement applied to all other negotiating units by a factor of 5.5% over three years. The unions also cite other interest arbitration awards rejecting the strict rule of pattern bargaining as a determinative factor in interest arbitrations.

The unions argue that the most persuasive and relevant comparability data are those drawn from police services in Middlesex County because police services are unique in terms of risk, responsibilities, and services performed.

The unions quote Interest Arbitrator Martin Scheinman on this subject:

For example, police covered twenty-four hour shifts. They work weekends. They work holidays. They are subject to on-call, call-back and court dates. They work in the setting where they are subject to much public scrutiny as well as the possibility of real danger. In contrast, most other employees have scheduled shifts with weekends and holidays off. They rarely confront the physical danger of police work. For all of these reasons, I find no comparable private employment. (IA- 91-98 quoted in IA-94-67.) (FOP 12:7; see also FOP 5:16.)

The unions point to the average percentage salary increases gained through interest arbitration proceedings in New Jersey since January 1, 1997: 3.6% for 1996, 3.67% for 1997 and 3.57% for 1998. Mediated settlements in such proceedings produced average rate changes of 4.1% for 1996, 4.05% for 1997, and 4.01% for 1998. The most relevant interest arbitration proceeding, argued the unions, was that in New Brunswick, Rutgers' main campus town. In that conventional arbitration proceeding, Arbitrator Martin Scheinman's June 1996 Award for a three-year term covering 1995 through 1997 awarded salary increases of 4.0%, 4.25%, and 4.25% (with a two-step increase of the salary guide). At the point Rutgers' police contracts expired in 1995, its top patrol officers' salary was more than \$10,000 below that of comparable officers in New Brunswick. In terms of average percentage increases and dollars generated by those increases for Middlesex County Municipal police units in 1996, 1997, and 1998, Middlesex

County increases of 4.41%, 4.23%, and 4.29% generated average salary increases of \$2,113, \$2,133, and \$2,166, respectively. Those numbers are significantly above the \$1,793, \$1,169, and \$1,948 figures that both FOP units' 4.25% across-the-board increases would generate. Compared to Rutgers' 0%, 0%, and 2.9% offer, the University proposal would increase the negative differential to well over \$15,000 for its police, who work side-by-side with and patrol the same sectors as New Brunswick City police.

With respect to the third statutory criterion, "Overall Contract Benefits," the unions argue that, comparing police contracts throughout Middlesex County, Rutgers police enjoy similar fringe benefits but at lower levels than their municipal counterparts. Rutgers' police are the only Middlesex County units without longevity provisions. Their 1995 uniform allowance of \$450 is the lowest of a range that peaked at \$1,200 in 1995 and \$1,400 in 1997 for the County police. Rutgers' fifteen holidays include only twelve that are paid with the other three as time off. Rutgers police were also at the low end of the County for vacation days, personal days, and bereavement days. Rutgers' tuition remission program for eligible employees and their children compares favorably with other departments'

tuition reimbursement programs. Rutgers does not, however, provide increased compensation for earned credits as other Middlesex County departments do.

Both units seek contract provisions providing automatic continuation of step increments after expiration of the contract's term and before execution of a successor agreement. Both units' employees have received no increment payments since their contracts expired in June 1995 in accordance with the University's past practice. In 1989 that practice delayed increment payments for nine and one-half months, in 1992 for three years eight months, and currently for almost three years. No other Middlesex County municipal police contract separates increments as an independent benefit. On expiration of those other contracts, officers continued to receive increments on the expired salary guide as part of the status quo.

FOP-P seeks two hours' compensatory time for officers required to stand-by. The parties' current contract distinguishes between "Stand-by" (Article 24) and "On-call" (Article 25). Officers "regularly scheduled to be 'on call'" receive \$250 quarterly on-call compensation. By contrast, the Stand-by article acknowledges that officers "are not normally expected to stand-by" but provides no

compensation for that imposition on personal time. No other Middlesex County police contract distinguishes between “stand-by” and “on-call” service.

FOP-P seeks to codify in its contract a thirty-minute lunch period that, absent an emergency, would be duty free. Only three Middlesex County contracts contain lunch period language, and the New Brunswick interest arbitration award increased police meal breaks from thirty to forty-five minutes.

With respect to the contract’s term, both units seek a three-year agreement with status quo language carrying forward all provisions of the contract that have not been altered by negotiation or award. The unions challenged the University’s four-year proposal (to track the State settlement’s term) as inappropriate and potentially violative of the University’s statutory obligation to bargain. The unions cite their own history of three-year contracts as well as the majority of three-year deals among Middlesex County police contracts. The unions’ demands for status quo language also addresses Rutgers’ position that certain other contract benefits, such as union business time, expired with the parties’ contract. The University did not submit a list of other “sunset” provisions that it would not carry forward into successor agreements.

FOP-S seeks a longevity provision providing a 1% increase above base salary for unit members with fifteen or more years' service in the Department. This is a "foot-in-the-door" demand for a unit that, uniquely in Middlesex County, receives no longevity pay. Other municipalities' longevity provisions run from a minimum of 2% after five years' service to a maximum of 15%. The lowest dollar payment was Jamesburg at \$480 in 1995 to nearly \$8,000 for Edison and Old Bridge.

FOP-S also seeks a \$250 quarterly night-shift differential benefit for New Brunswick campus lieutenants who have all recently been transferred to permanent night-shift duty. The prior schedule had provided both day and night shifts with an opportunity for night-shift lieutenants to request transfers to the day shift. Since day shifts are no longer available and lieutenants must all work night shifts, the union seeks this compensation for the resulting impact on unit employees' personal lives. Among Middlesex County municipalities, East Brunswick and Highland Park both pay \$.50 per hour differentials for night-shifts, which equal annual payments of \$1,040 based on 2,080 hours' regular work and without counting overtime. The \$250 quarterly benefits sought approximates that amount and would not affect overtime rates.

FOP-S also seeks to change sergeants' and detectives' vacation schedule plateaus to reflect their move from the primary unit to the superior officers' unit "... so as to differentiate it from the primary unit schedule and to put it more in line with the lieutenants' schedule." This proposal would move sergeants and detectives to the second plateau two years earlier than patrol officers yet five years later than lieutenants. FOP-S calculates the cost of this benefit as less than one-tenth of one percent (0.09%).

For lieutenants who receive compensatory time (at the straight time rate) in lieu of overtime, FOP-S seeks to increase the number of hours' compensatory time that may be accumulated from forty to eighty. The Fair Labor Standards Act ("FLSA") permits accumulation of 480 hours' compensatory time for police personnel. Four Middlesex County municipalities permit accumulations of compensatory time to the extent of forty hours (Spotswood), eighty hours (Dunellen), and four hundred eighty hours (Helmetta and Middlesex County). The union argues that the increase of accumulated compensatory time would not have the negative effect on patrol operations asserted by Chief Murphy because all time taken is subject to the approval of the Chief of Police on each campus. Accordingly, Chief Murphy's concern that each of the four qualifying lieutenants



could take an additional “month off” is unfounded because he could deny leave that would interfere with the Department’s efficiency.

FOP-S also seeks a new, plain clothes allowance for detectives in the amount of \$250 per year. All uniform personnel receive clothing and a uniform maintenance allowance. Plain clothes detectives receive neither and no salary differential from sergeants. Nine Middlesex County police departments provide detectives with a salary differential or clothing allowance that ranges from \$400 in Sayreville to 5% of salary in South Brunswick (which would amount to \$2,317 per detective at Rutgers). FOP-S argues that its proposal is modest by comparison and would help defray detectives’ “uniform” costs.

Both units also seek a standard-language agency shop provision requiring non-union members of the bargaining unit to pay a representation fee offsetting the costs of negotiations and contract enforcement. Fourteen of Middlesex County’s twenty-five municipal police contracts contain such clauses. Because all members of both units now belong to the unions and voluntarily pay dues that Rutgers checks off, imposition of an agency shop provision would have no immediate effect on unit members and no cost impact on Rutgers. The only effect

would occur in the future event that current employees drop out of the union or new employees refuse to join, prospects that become more likely to the extent that Rutgers presses unreasonable negotiating demands.

FOP-P seeks changes in the seniority layoff language of Article 9, Section 5 only to the extent necessary to reflect the movement of sergeants and detectives from FOP-P to FOP-S. The union seeks to retain the contract's current requirement that Rutgers lay off the least senior officer *in the title* and to preserve laid off officers' ability to bump less senior officers on other campuses. FOP-P opposes Rutgers' demand to change that language to enable layoffs *by campus* and to eliminate bumping rights between campuses. Under Rutgers' proposal, the laid off officer could only transfer to another campus if there is a vacant position to be filled and if he or she has the ability to do the work required. FOP-P argues that the one problematic situation cited by the University for this proposal --and the only layoff in ten years-- in fact never occurred but only reflected a management concern about the officer's ability to fit in should he transfer from Camden to New Brunswick. FOP-P also contradicts the Department's assertions that differences between training at the three campuses mean that officers successful at one campus may not be compatible at another. The record reflects training at each campus has

successfully occurred both for officers who transferred from other campuses and for new hires from other departments. All must successfully complete the Field Training Officers Program to learn the “geography, policy and procedures” of the specific campus on which they will be working.

FOP-P also challenges Rutgers’ proposal based on the complicating factor that lieutenants, sergeants, and detectives gave up campus-to-campus bumping rights in the last negotiations but retained their ability to bump down to their prior titles in these negotiations. Rutgers’ proposal will result in a displaced patrol officer’s having nowhere to go with his or her seniority.

FOP-P’s proposal to establish shift bidding for permanent shifts seeks for its members some control of working hours and conditions by permitting them to bid for squad assignments by seniority, subject to the Department’s authority to override those selections in emergency circumstances or where special skills or qualifications are required. The union also seeks codification of current work schedules on all three campuses with contract language preserving those schedules unless changed by mutual agreement or where required by a substantial Departmental policy goal, in which case the parties will negotiate the impact of that

change. Only three of twenty-five Middlesex municipalities have shift bidding by seniority, a fact FOP-P explains by the lack of need for such language in departments that work rotating shifts, by far the most common situation. Only the New Brunswick campus works permanent shifts, and that is where the impact of this proposal would be felt. By contrast, sixteen of the twenty-five Middlesex County municipalities have contract language codifying work schedules, reflecting the desire of unit members to stabilize their private lives. FOP-S also seeks similar language permitting bidding for squad assignments by seniority and codifying current work schedules on all three campuses.

FOP-S proposes changes to the seniority layoff language of Article 10, Sections 2 and 5 of its contract to accomplish three purposes: (a) to clarify how seniority is to be established; (b) to confirm the current rule requiring the least senior officer in an affected title to be laid off first; and (c) to establish the procedure for exercising bumping rights from title to title.

As to the first issue, Section 2 of both Rutgers' and FOP-S's final offers are identical in establishing seniority within each superior officer title "from the day that officer's promotion into the title becomes effective." FOP-S's proposal

would add a clause basing relative seniority status of officers promoted on the same day upon their original dates of hire. FOP-S argues that language is essential to establish seniority order on a rational basis.

The second aspect of FOP-S's seniority proposal seeks to maintain current language of Article 10, Section 5 establishing a "LIFO" order of layoff, "... the least senior in rank shall be the first to be laid off." FOP-S's proposal counters the University's demand for language that would focus on the position being eliminated and require the incumbent officer to choose whether to be laid off or bumped into the position of the least senior officer within his or her title in the seniority unit. The union challenges this scheme as inappropriate and unnecessary in light of the Department's managerial authority to reassign remaining personnel to what ever position requires staffing.

FOP-S's third purpose is to preserve superior officers' status quo with respect to seniority rights when bumping back into lower ranks. The University's proposal would change that by limiting the officer bumping down to serve in the position occupied by the least senior officer whom he or she displaces. Again, argues the union, such limitations are unnecessary where the Department can assign

the bumping officer wherever it wishes and layoff the junior officer is a reduction in force must occur.

Both unions seek “past practices” clauses that would expand extra-contractual conditions of employment beyond those guaranteed in University Procedures. Fifteen of twenty-five Middlesex County municipal police contracts provide retention of benefits language similar to that Arbitrator William DiCindio recently awarded in the City of Perth Amboy interest arbitration.

With respect to the fourth statutory criterion, “Stipulations of the Parties,” the unions point to stipulations that the Local Government Cap Law, P.L. 1990, c. 89 does not apply to these proceedings, that Rutgers’ final salary offers with respect to increments should be couched in current contract language of “appropriate anniversary date,” and that the agreed and signed-off items under Tab 7 of FOP-P’s Exhibits and Tab 17 of FOP-S’s Exhibits accurately reflect the parties’ negotiated agreements and can be incorporated in the units’ interest arbitration awards. The agreed items to be included in the awards for each unit are:

| <b><u>ARTICLE</u></b>    | <b><u>SUBJECT</u></b>         | <b><u>SECTION NOS.</u></b> |
|--------------------------|-------------------------------|----------------------------|
| <b><u>FOP-P:</u></b> 2   | Recognition                   | 2                          |
| 5                        | Bill of Rights                | 6, 11                      |
| 7                        | Grievance Procedure           |                            |
| 8                        | Non Discrimination            |                            |
| 10                       | Out of Title Work             | 1 - 3                      |
| 11                       | Posting and Promotion         |                            |
| 22                       | Overtime                      | 1 - 4                      |
| 25                       | On Call                       |                            |
| 28                       | Uniform Maintenance Allowance |                            |
| 33                       | Change in Work Shifts         |                            |
| 40                       | University Procedures         |                            |
| 41                       | Rules and Regulations         | 2                          |
| 41                       | Meal Allowance                | 3                          |
| 42                       | Family Medical Leave Act      | 2                          |
| 43                       | Severability                  |                            |
| <br><b><u>FOP-S:</u></b> |                               |                            |
| 2                        | Recognition                   |                            |
| 4                        | Union Representatives         |                            |
| 5                        | Rules and Regulations         |                            |
| 7                        | Bill of Rights                |                            |
| 8                        | Grievance Procedure           |                            |
| 9                        | Non Discrimination            |                            |
| 10                       | Seniority and Layoff          | 1, 6                       |

|    |                                |      |
|----|--------------------------------|------|
| 16 | Leaves of Absence              |      |
| 18 | Appointment to Senior Rank     |      |
| 19 | Overtime                       | 2, 3 |
| 20 | Meal Allowance                 |      |
| 21 | Automobile Allowance           |      |
| 22 | On Call                        | 1, 2 |
| 24 | Change in Work Shifts          | 3, 4 |
| 27 | University Procedures          |      |
| 30 | Clothing Maintenance Allowance |      |
| 31 | Severability                   |      |
| 33 | Posting and Promotions         | 1-5  |

“Lawful Authority” is the fifth statutory criterion. There is no dispute that Rutgers is obligated to negotiate with the unions under the Public Employer-Employee Relations Act and to submit negotiating impasses with its police units to interest arbitration. Neither is there any dispute that the Cap Law does not apply to the University.

With respect to the sixth statutory criterion, Financial Impact, the unions offered the testimony and exhibits of Professor Richard Weber as an expert in the economics and finances of colleges and universities.



Based on Professor Weber's study of the University's audited statements from 1987 through 1996 and its budget proposals for fiscal years 1997 and 1998 (Tab 8 of FOP-P's exhibits), the unions argue that his findings mean the University is in excellent financial health in fiscal years 1996 and 1997 and reasonably expects to continue that condition in 1998. The union accordingly asserts that the University should be able to fund the increases they seek without adverse effects.

Professor Weber's report explained in detail the differences between Rutgers's "fund accounting" and more familiar generally accepted accounting practices ("GAAP") for businesses. His recasting of Rutgers' financial statements eliminated the ambiguities and anomalies that result from treating these segregated accounts, or "funds," as independent entities rather than integrated parts of Rutgers University. The example cited by the unions compares the fiscal year 1996 operating budget's outcome showing fund balance increases of \$696,000 in unrestricted funds and \$9,209,000 in restricted funds for a total operating surplus of almost \$10,000,000. Adding other fund balance increases of nearly \$36,000,000 in endowment, nearly \$14,000,000 in liquid plant balances, \$21,000,000 in physical plant balances and \$644,000 in others produces a total fund balance increase --

representing accruals of true “wealth”-- of more than \$81,000,000, which, corrected for a \$21 million accounting adjustment to reflect inclusion of assets formerly reported as belonging to the Rutgers University Foundation, still adds up to more than \$60,000,000. In other words, argues the union, a true picture of the University’s financial status requires consideration of changes in all “funds” and not just the operating budget’s outcome.

The unions argue that the main indicators of financial health are total Net Assets (usually called “fund balances”) and their annual growth. For fiscal year 1996 total net assets exceeded \$1 billion and grew at an annual rate of 8%. Current assets included \$157,000,000 (misstated as “\$517,000,000” at page 42 of the unions’ brief) of cash, cash equivalents and other liquid assets and exceeded current liabilities by \$69,000,000. Net long term assets of \$1.006 billion dollars included land and buildings of \$1.2 billion.

Professor Weber’s analysis divides cash, investments and other financial assets into expendable and non-expendable amounts. Of the \$281,000,000 expendable balance in fiscal year 1996, \$184,000,000 was unrestricted as to use and \$96,000,000 was limited to particular purposes. Expendable balances grew at an

average annual rate of 6% over the prior ten years and 9.7% between fiscal years 1994 and 1996. Non-expendable balances included \$121,000,000 of permanent endowments, which had grown at a ten year annual average rate of 10%, and student loan funds of \$35,000,000.

The unions' proofs also rearranged the University's total financial activity to show financial activity during each of the prior ten years. Fiscal year 1996 shows incomes of \$813,000,000 for education and general purposes, \$127,000,000 for auxiliary enterprise activities (e.g., dormitory fees), \$16 million of State appropriations for plant expenditures, \$95 million of Federal direct student loan grants, and a \$21 billion accounting adjustment adding assets formerly reported as belonging to the Rutgers University Foundation. Expenditures included \$734 million for education and general, \$109 million for auxiliary enterprise activities, plus \$95 million for Federal direct student loans, \$48 million for capital additions and \$13 million for repayment of debt. All these operations (less a subtraction of the \$21 million accounting adjustment) left the increase or surplus for the year noted above of almost \$61 million, which in business accounting would be called "net profits," far more than enough, argue the unions, to fund the increases they seek.

The unions also argue from the ratios shown in Professor Weber's study in analyzing annual financial activity. Although the proportion of Rutgers' income derived from State appropriations fell from 48% to 39% and net tuition and fees (actual collections from students) increased from 13 to 16% over the ten years shown, much of the decline of the proportion of State support (not dollar value, which increased from \$261 million to \$378 million) was replaced by investment income, government grants and contracts, and private sources, all of which increased at annual rates of 8.3%, 8.6%, and 11%, respectively. In the last four years, the percentage surplus each year (net total inflows divided by total inflows) were substantial, ranging from a low of 6% to a high of 9%.

The unions compare Rutgers' fiscal year 1996 budget to its actual performance for that year. Rutgers' "break even" budget showed total educational and general total inflows and outflows of \$825,640,000. Actual inflow for that fiscal year was \$928,239,000 and actual expenditures were \$887,846,000, leaving a net gain of more than \$40 million. Similarly, the break-even budgeted amount of \$130,487,000 for auxiliary enterprise purposes actually produced a net gain of \$18,788,000. The total gain from operations based on that break-even budget was \$59,181,000. The unions argue that the University's break-even budgets for fiscal

years 1997 and 1998, with their conservative estimates of inflows and expenditures, should produce even greater surpluses in those fiscal years. The unions further argue that their economic final offers totaled less than \$700,000 in new money and increments and less than \$600,000 excluding the cost of increments. Those figures represent only 1.1% of fiscal year 1996's surplus including increments and 0.98% excluding increments, the latter figure reflecting prevalent practice in municipal police negotiations. The unions conclude that the percentage increases they seek are accordingly well within the University's ability to pay.

With respect to the seventh statutory criterion, "Cost of Living," the unions argue that the 3% current growth of the Consumer Price Index must not be overstated as a determining factor of police salary increases. In the early-to-mid 1980s, CPI rates of increase were of double-digit magnitude; yet police never received double-digit raises. And, emphasize the unions, Rutgers' offer comes nowhere close to meeting the 3% figure that would only preserve current purchasing power.

The unions computed the relationships over a four-year period between annual rates of growth of CPI on the one hand and campus and municipal police

salaries in Middlesex County on the other hand. For the years 1992 through 1995 Middlesex County municipal police raises averaged \$2,261 per year more than CPI. Rutgers police raises averaged \$685 per year more than CPI, second lowest of the County's 25 municipalities. Over the four year period, the cumulative average gain against CPI in Middlesex County was \$9,042 ranging from a high of \$15,191 for Jamesburg to a low of -\$1,390 for Old Bridge and including \$10,371 for New Brunswick. Over that same period Rutgers police gained only \$2,740 against inflation as reflected by CPI.

The final statutory criterion is "Continuity and Stability." As to this criterion, the unions argue that currently improving employment data for New Jersey generally and Middlesex County in particular have little relevance because public safety employees perform essential functions that cannot be replaced by civilian workers and cannot be down-sized below a critical level. There is, however, a high level of turnover within Rutgers' Police Department that is most relevant to this criterion. Although the overall number of police officers has remained relatively stable --an average of 105.4 officers between 1990 and 1996-- almost 51% of the FOP-P's sixty-five officers have five years or less service on the campus police force. Even in the FOP-S unit, four of that unit's thirty members have six or less

years' experience on the force. The unions argue that Rutgers' relatively low salaries are responsible for that turnover.

### **Rutgers**

Rutgers' case emphasized three statutory factors that it argued are particularly significant here: (1) comparison of the offers to the wages, hours and conditions of employment in public employment in the same or similar comparable jurisdictions and public and private employment in general; (2) the financial impact on the University; and (3) the reasonableness of the offers in comparison to the cost of living. Rutgers offered proofs on other statutory criteria as well. Rutgers rejects the unions' arguments concerning the comparability of Middlesex County municipal police data, arguing that those data have no relevance at all for its Newark and Camden campuses. Instead Rutgers focuses on what it calls the more relevant data of campus police at other State colleges.

As to the first statutory criterion, "Interest and Welfare of the Public," Rutgers offered no specific exhibits but produced relevant material in connection with other criteria.

With respect to the second, comparability, statutory criterion, Rutgers began by producing substantial data from around the country tracking contract settlements for collective bargaining agreements covering fifty or more employees. Those summaries, which include public as well as private sector data, appear to cluster in the 3 to 3.5% range with increases in the 5% range when factoring lump sum payments into wage calculations. Rutgers' general public employment data did not differ in any significant respect from that adduced by the unions.

Comparing Rutgers' police compensation to public employment in the same or similar jurisdictions, Rutgers started by describing overall compensation for Rutgers police officers --the third statutory criterion-- and compared that to previous agreements and wages and conditions of employment of other University employees. Under the expired contract, top step police officers earn a base salary of \$42,192, top step senior officers, \$44,301, sergeants/detectives at the top step earn \$46,344, senior sergeants/detectives earn up to \$48,661, and top step lieutenants, \$53,792. University officers below the rank of lieutenant receive vacation according to the following schedule:

|                |                 |
|----------------|-----------------|
| 1-12 years:    | 15 working days |
| 13-20 years:   | 20 working days |
| over 20 years: | 25 working days |



Lieutenants go to the 20-working-day level after only five years' service and achieve 25 working days in their twentieth year. Both units receive accrued vacation payments upon separation from service.

Officers and lieutenants accumulate fifteen sick days per year, and unused balances are cumulative from year to year. Upon retirement, officers and lieutenants receive a payment up to \$15,000 of one-half of their accumulated earned but unused sick leave. Officers and lieutenants have twelve holidays, three personal days and three administrative leave days per year. As a result, argues the University, a twenty-one year veteran of the force may be eligible for a total of fifty-eight days off per year when all sick leave, vacation, holidays, administrative leave and personal days are considered. In that connection, one must observe that only two officers, one detective, two senior sergeants and two lieutenants had twenty-one years' service with the force, that twelve holidays are paid, not taken, and that sick leave requires actual illness or exposure to contagious disease.

Rutgers supplies uniforms and replaces those that are worn out or damaged in line of duty. In addition, officers and lieutenants receive an annual uniform maintenance allowance of \$450. Officers scheduled to be "on-call" receive

an additional \$250 per quarter. Officers and lieutenants are eligible for enrollment in the New Jersey Health Benefits Program, Eye Care Program, Dental Care Program, Prescription Drug Program and Police and Fire Retirement Plan. Currently, lieutenants who work beyond forty-five hours in the work week may accumulate compensatory time off for each additional hour worked up to a maximum of forty hours' compensatory time in a fiscal year. After a lieutenant accumulates that amount, Rutgers pays him/her straight time for all additional compensatory time accumulated in the fiscal year. In response to FOP-S's demand for increasing the maximum accumulation of compensatory time from forty to eighty hours, University Police Chief Anthony Murphy testified that a staffing shortage could result if the University had to allow a second week of time off during a fiscal year.

As to this second statutory criterion of comparability, Rutgers particularly emphasizes comparison of wages, salaries and terms and conditions of employment between the subject employees and "public employment in the same or similar comparable jurisdictions" and on PERC's regulations providing guidelines to assist that comparison:

1. Wages, salaries, hours and conditions of employment of law enforcement officers and firefighters;
2. Wages, salaries, hours and conditions of employment of non-uniformed employees in negotiations units;
3. Wages, Salaries, hours and conditions of employment of employees not in negotiations units;
4. History of negotiations;
  - a. Relationships concerning wages, salaries, hours and conditions of employees in police and fire units;
  - b. History of differential between uniformed and non-uniformed employees.
5. Pattern of salary and benefit changes;
7. Any other considerations deemed relevant by the arbitrator.

[N.J.A.C. 19:16-5.14(c).]

Rutgers argues that its offer is in line with previous agreements and wages and conditions of employment of other University employees in other bargaining units. AFSCME Local 1761 represents approximately 1650 clerical and office employees. AFSCME Local 888 represents 1360 maintenance, custodial, dinning service, guards and craft employees. IUOE represents approximately 23

boiler operators and co-generation plant operators, and AAUP, approximately 2500 faculty members.

Like the State settlement, the AFSCME and IUOE agreements' terms cover four years, July 1, 1995 through June 30, 1999. Their wage settlements tracked the State settlement, and each union agreed to a health benefits proposal similar to that in the State settlement and that offered to both FOP units.

At the end of fiscal year 1998-99, the maximum salary at Range 20<sup>2</sup> (the same as that for University police officers) for Local 1761 employees will be \$44,245, \$44,114 for Local 888 employees, and \$44,129 for IUOE employees. Under the University's final offer here, the maximum salary police officers would receive in 1998-99 would be \$45,342, over \$1,000 higher than all Range 20 employees in those three other bargaining units. Senior officers could earn up to \$47,451 in that year, well above Range 20 employees in those other three bargaining units. Under the University's final offer, the maximum

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<sup>2</sup>In fairness it should be noted that Rutgers controls Salary Range placement and can change that designation to meet perceived needs. Indeed, Rutgers bumped its Lieutenants up from Range 24 to Range 25 effective January 1, 1994.

sergeants/detectives salary would be \$49,494 in 1998-99 with senior sergeants/detectives earning up to \$51,812.

In the Local 1761 unit only police dispatchers receive a clothing allowance of \$70 per year, the same as that for Local 888 employees. IUOE employees receive four uniforms per year. None receives any longevity payments.

Local 1761 employees receive up to a maximum of twenty-five vacation days, thirteen holidays, two personal days and three administrative leave days. There is no provision for on-call pay. Local 1761 employees' meal allowance of \$3.25 becomes \$3.50 in 1998. Local 888 employees also receive up to a maximum of twenty-five vacation days, fourteen holidays, two personal days and three administrative leave days. Their \$4.00 meal allowance becomes \$4.25 in 1998. IUOE employees earn up to a maximum of twenty-five vacation days, fifteen sick days, fourteen holidays, two personal days, and three administrative leave days. None of the three units receives on-call pay. Employees in all three units participate in the Public Employee Retirement System. Rutgers' police officers participate in the Police and Fire Retirement System.

With respect to the history of negotiation and pattern of salary and benefit changes, the University has shown that it has settled with those three largest bargaining units (except faculty) with the State settlement on wages and health benefits. The University's final offer to FOP-P and FOP-S would grant the same settlement as that it has given other bargaining units and as that received by State employees. In this case Rutgers improves that offer by offering to increase base salaries for all employees effective July 1, 1997 by an additional \$525, to be financed by terminating the \$525 uniform allowance that would otherwise been payable to all officers and lieutenants except the six detectives.

Rutgers accordingly argues that University police officers and lieutenants receive similar or better benefits that their counterparts in other comparable bargaining units and that the University's offer best satisfies the needs of the University to maintain economic parity with similar represented employees while at the same time providing these units with a wage package better than those reached with other University bargaining units. Rutgers opposes the union's wage offers, which far exceed other units' settlements, which include a shorter contract term, longevity (which no units receive) and an uninterrupted, paid lunch. Rutgers specifically opposes FOP-P's lunch period proposal because it would effectively

reduce officers' forty-hour work week to 37.5 hours, a 6.25% reduction in work provided with no reduction in salary. FOP-S's vacation proposal for sergeants and detectives and the stand-by proposal for officers are opposed as inconsistent with any other bargaining unit. Rutgers characterizes FOP-S's night shift differential proposal as "a further unwarranted expense."

With respect to comparable police jurisdictions, Rutgers points to PERC's criteria for determining comparability, which include geographic location, neighboring jurisdictions, size, nature of employing entity, socio-economic considerations, characteristics of population, nature of services provided and crime rate. (N.J.A.C. 19:16-5.14(b).) As noted, Rutgers focuses on police units at other colleges and universities in the State as most comparable and rejects FOP's focus on Middlesex County municipalities. Rutgers argues that the municipalities of New Brunswick and Piscataway are not geographically similar to Rutgers police patrol area and are not adjacent to Rutgers Newark and Camden campuses. The municipalities differ as an employing entity, and Rutgers' largely student population differs from the general populations of those municipalities. Although Rutgers officers perform traditional police functions, Rutgers argues that their special training and responsibilities for dealing with student populations and educational

institution programs make Rutgers police particularly comparable to the police jurisdictions of the University of Medicine and Dentistry of New Jersey (“UMDNJ”) and the State Law Enforcement Conference.

UMDNJ has campuses in the same areas as Rutgers: New Brunswick/Piscataway, Newark, and Camden. They have full police powers and operate in all ways identically to Rutgers. UMDNJ officers earn between \$31,969.72 and \$44,751.64 during fiscal year 1995. They receive no longevity pay, meal allowance, or on-call pay. There was a \$400 to \$500 uniform allowance. UMDNJ officers received a maximum of twenty-five vacation days, twelve sick days, fourteen holidays, three administrative leave days and no personal days.

The State Law Enforcement Conference includes police officers at other State colleges and universities in New Jersey. Under that unit’s current collective bargaining agreement, officers will earn between \$31,340.15 and \$43,862.52 during fiscal year 1999. Officers can have a maximum of twenty-five vacation days, fifteen sick days, thirteen holidays, three administrative leave days and a uniform allowance of \$1,435 (from which officers must pay for replacement uniforms.)



With respect to public employment in general, Rutgers' data show contract settlements in 1992, 1993, and 1994 for state governments averaging 1.6%, 3.4%, and 1.1% respectively. For the same periods, local government workers across the United States received average first year increases in wages and compensation of 2.1%, 2.2%, and 1.7%, respectively. Rutgers argues that its final offer is well above those national trends for state and local employees by multiples of 13 and 8 respectively. That comparison, however, may not be entirely fair because the University's proposed 14.5% (FOP-P) and 9.5% (FOP-S) salary increases include established increments. The national figures appear to reflect only negotiated increases. Moreover, the national figures' time frames are so remote as to be of limited relevance.

With respect to the sixth statutory criterion, the financial impact of the proposals on the governing unit, its residents and taxpayers, Rutgers emphasizes the differences between itself and a municipality ordinarily subject to interest arbitration. Rutgers obtains no revenue by taxation but rather receives funds from grants, fees for housing and dining services, bonds, State appropriations and tuition. Some revenues are restricted to specific purposes, such as housing and dining services fees and bond revenues restricted to particular capital projects.

State appropriations and tuition, representing 94% of general operating funds, support the University's day-to-day needs. Rutgers' argument in this respect ignores contributions and appreciation of its investments as sources of support for its operations.

Rutgers receives two appropriations each year, a "base appropriation" addressing the University's financial needs at the fiscal year's start plus a second appropriation to pay for salary increases during that year. Rutgers argues that the second appropriation should be added to the following year's base appropriation so the University can pay for recurring salary increases in following years. In other words, an increase in year one must also be paid in subsequent years together with additional new money negotiated for those later years.

Between fiscal years 1989 and 1995 Rutgers argues that the base State appropriation did not increase sufficiently to match salary increases, which would have required an increase in base appropriations of nearly \$91 million. In fiscal year 1989, the initial base State appropriation was \$248 million. In 1995, the University only received total appropriations of \$281 million, an increase of \$53 million. If the State appropriation had increased to cover only salary increases, the

1995 appropriation should have been \$373 million, or 32.7% higher than what the University actually received.

Rutgers has responded to that shortfall in State funding by increasing tuition and fees, directly burdening students. From 1988 to 1997, resident undergraduate students' tuition and fees increased 100.8%, making Rutgers' tuition fourth highest among the twenty-eight members of the Association of American Universities.

Between 1987 and 1996, student tuition funds as a percentage of unrestricted educational and general revenues increased from 29.8% to 39.1%. During the same period, State appropriations (excluding fringe benefits) as a percentage of unrestricted educational and general revenues, decreased from 63.6% to 51.4%.

Rutgers has also addressed the shortfall in State funding by cutting its operating budget in almost all units except the Police Department. For example, between 1989 and 1995 Rutgers reduced its tenured faculty by 9%, increased deferred maintenance to \$150 million, and reduced the number of its library

volumes. Rutgers argues that, although FOP salaries are only a small part of its overall salary budget, an FOP wage increase will impact other bargaining units and Rutgers' overall salary budget.

Rutgers challenges the testimony of FOP's financial expert, Dr. Richard Weber because Weber's conclusions are based on his review of the University's financial statements under a "fund accounting" method recommended in 1996 by the Financial Accounting Standards Board ("FASB"), as opposed to the more traditional American Institute of Certified Public Accountants ("AICPA") rules followed by the University. Rutgers cites a 1997 New York Times "Viewpoint" article by a Harvard Business School Professor Emeritus, Robert N. Anthony, who had apparently been a member of the minority of FASB's original task force on non-profit organizations. Professor Anthony's article assailed the majority's new FASB rules as "lemon accounting," which resulted in large reported surpluses that do not accurately reflect an institution's financial picture.

Rutgers argues that Professor Weber's FASB methods are flawed because (a) contributions of buildings and equipment cannot pay current bills even though use of the assets is technically unrestricted; (b) large contributions intended

for endowment are technically unrestricted if not so designated by the donor but are properly considered non-operating revenue; and (c) increase in investment securities should not be counted as operating surplus because it is an unrealized gain.

Although Professor Weber's calculations showed Rutgers' inflows in the school year 1996 exceed outflows by \$60 million, he admitted that the entire \$60 million cannot be used to pay operating costs such as salaries, because it consisted, in part, of an increase in long-term assets like buildings or growth in investment securities, both of which would have to be sold to pay expenses. Rutgers accordingly argues Weber's testimony should be disregarded.

In this connection the unions challenge Rutgers' offer of Professor Anthony's article, which was attached as Exhibit C to Rutgers' brief. The unions urge that I disregard the article based on *N.J.A.C. 19:16-5.7(k)*'s prohibition against submitting new factual material in post-hearing briefs without special permission from the arbitrator, which Rutgers did not request or receive. I have considered the article, but it has not affected my conclusions because the article represents the author's personal views that did not convince a majority of his FASB task force colleagues, because it does not address Rutgers' situation but rather only the eight Ivy League universities, because the impact of the FASB rules on those schools'

resulting operating surpluses varied widely (three increases, two decreases, and three no-changes), and because the unions had no opportunity to rebut the article.

Rutgers calculates that, under the State Settlement, its FOP-P unit costs over four years would increase \$602,473 or 22.3%, representing an increase of FOP-P salaries of 13.2% or \$356,298. Adding the \$525 annual uniform allowance as an across-the-board increase would inflate University costs by \$673,873 or 24.9%. That translates to FOP-P salary increases of \$391,998 or 14.5%. For the FOP-S unit, the University calculates its increased costs over the four years of the proposed contract under the State settlement at \$233,430 or 15.6%, representing salary increases for those employees of \$126,443 or 8.4%. The University's "enhanced" offer incorporating the \$525 annual uniform allowance into base salaries would increase its FOP-P cost by \$265,980 or 17.8% and FOP-S salaries by 9.5% or \$142,718. Compared to increases paid other Rutgers' employees, FOP-P salaries would increase 1.2% more, and FOP-S salaries, 1.0% more.

The University calculates FOP-P's demand as increasing its costs by \$683,224.00 or 25.3% over a three-year contract. FOP-S's demand would increase that unit's salary costs \$304,475.50 or 20.3%, again over only a three-year period.

Rutgers' calculations roll up all "new money" including increments and increases for each year paid. Rutgers argues that all increases represent "new money" that must be paid in each subsequent year of any contract. Rutgers asserts that the consequent impact on tuition and other services of the unions' demands will have a financial impact far beyond the University's ability to pay.

With respect to the seventh statutory criterion, cost of living, Rutgers argues that its final offer is closer to Consumer Price Index ("CPI") trends than the unions' demands. Rutgers argues that the unions' requests for 4.25% across-the-board annual increases over three-years (13.3%) exceed recent CPI increases by more than 30%. Rutgers also argues that, historically, maximum police officers' salary increased 60.7% from 1986 through 1995 while CPI only rose by 39% during that same period. Maximum officers' salary therefore increased by 21.7% more than CPI did. Rutgers further argues that, under its offer, maximum police officers' salary at the end of 1999 will have increased 72.7% from 1986, as would superior officers' salaries.

As to the final statutory criterion, continuity and stability of employment, Rutgers shows that University police officers' job security is high.

There is virtually no unemployment among University officers, compared to State-wide unemployment rates of 6.8%, 6.4%, and 6.2% in 1994, 1995, and 1996, respectively. Rutgers argues that a large number of officers at the higher end of the salary guide indicates that many have been with the Department for several years, implying satisfaction with their level of compensation and work.

Rutgers' conclusions focus on the three statutory factors it argues are particularly significant: (1) comparison of the offers to the wages, hours and conditions of employment in public employment in the same or similar comparable jurisdictions and public and private employment in general, (2) the financial impact on the University, and (3) the reasonableness of the offers in comparison to the cost of living. Rutgers sees its offer as more consistent with those factors and sees no justification for comparing its police with those in the municipalities of New Brunswick and Piscataway. Rutgers also questions how those municipalities have anything in common with University police in Camden and Newark. Rutgers argues that its offer would have less of an impact on overall budget and a lower impact on student tuition, which has increased dramatically to cover the shortfall in State funding. Rutgers' final offer is also more in line with current trends in CPI. Rutgers urges that its past efforts to base wage proposals on State settlements in both



economics and duration should be continued, as it has done in other bargaining units.

Rutgers' non-economic proposal for the FOP-P unit would change current contract language allowing displaced officers to bump less senior officers at different campuses. Rutgers' proposal would limit the officer ultimately laid off to transferring to a vacant officer position at another campus provided he/she has the required qualifications and ability to perform the vacant position's work. Rutgers seeks to eliminate bumping across campuses because affected officers may not be as familiar with different campus environments and may not be "compatible with the environment at the new campus."

Rutgers seeks to change Section 5 of the FOP-S contract's Article 10 ("Seniority"), dealing with lay-offs and bumping rights. While FOP-S's proposal seeks to maintain the status quo of lay-off by seniority in title, Rutgers wants to be able to eliminate specific positions, to limit the displaced officer's bumping option to the least senior officer in that title in the seniority unit, and to provide downward bumping procedures for laid off superior officers. Rutgers opposes the union's proposal that would qualify its ability to keep the least senior officer who possesses

“special skills, training, or qualification meeting a specific operational need” where the bumping senior officer can learn the necessary skills with two weeks’ training. Rutgers wants the bumping officer to be qualified at the time the bump is made to avoid potential short-staffing during a two-week training period.

The University also opposes FOP-S’s proposal to modify Article 10 Section 2’s definition of seniority by specifying how to resolve “ties” between officers with identical length of service in a title in the affected seniority unit. Rutgers asserts that, because it provided “more plausible” explanations for its non-economic proposals than did the unions, its proposals should be adopted.

## **CONCLUSIONS**

On the entire record before me, including my assessments of witnesses’ credibility and the probative value of evidence, I have determined that the relevant statutory criteria require me to issue the following Awards for each of the two units at issue:

**FOR THE FOP-P UNIT:**

**A. TERM:**

Article 44 ("Term") of the parties' collective bargaining agreement shall be amended to read, "The term of this Agreement is July 1, 1995 to June 30, 1999."

**B. SALARY:**

Article 21 ("Salary") of the parties' collective bargaining agreement shall be amended as necessary to provide the following:

**1. Salary Guide:**

Across-the-board percentage increases, exclusive of increments, for the fiscal years as follows:

|         |      |                  |
|---------|------|------------------|
| 1995-96 | 3.5% | Effective 7-1-95 |
| 1996-97 | 3.5% | Effective 7-1-96 |
| 1997-98 | 3.5% | Effective 7-1-97 |
| 1998-99 | 3.5% | Effective 7-1-98 |

**2. Automatic Increments:**

Eligible officers shall receive automatic increments on their appropriate anniversary dates notwithstanding the contract's expiration.

### **C. STAND-BY**

Add the following third paragraph to Article 24 ("Stand-By") of the parties' collective bargaining agreement:

An officer who is required to stand-by more than once in any contract year shall earn two hours of compensatory time off for any such day. Such an officer ordered in from stand-by status shall be paid from the time of notification to come in until completion of that assignment.

### **D. HEALTH BENEFITS.**

Article 30 ("Health Benefits"), Section 1 of the parties' collective bargaining agreement shall be amended to read:

1. Effective no sooner than the close of the first announced special enrollment period following the execution of this Agreement, all officers represented by the union who are eligible for health insurance benefits coverage under P.L. 1961 c. 49 (N.J.S.A. 52:14-17.25 *et seq.*) shall pay premium or periodic charges therefore on the same basis and to the same extent as the State establishes for State employees for whom there is no majority representative.

### **E. CONTRACT PROVISIONS**

All provisions of the parties' July 1, 1992 through June 30, 1995 contract not addressed by this Award or by stipulations of the parties incorporated herein shall be carried forward into the successor agreement, except for ministerial

language changes that may be necessary to reflect movement of sergeants and detectives out of the FOP-P bargaining unit and into the FOP-S bargaining unit.

## **F. SENIORITY**

Article 9 (“Seniority”), Section 5 of the parties’ collective bargaining agreement shall be amended to read as follows:

5. When Rutgers decides to lay off an officer in the title University Police Officer, either because a position is eliminated or because a laid off Sergeant or Detective is displacing an Officer, the Officer with the least seniority on the affected campus shall be laid off. Officers so laid off shall not be entitled to displace any other officer during a lay-off which persists for two (2) calendar weeks or less or during a holiday shut down, whichever is longer. Any Officer so laid off from a particular campus may displace an Officer with lower seniority from any campus, provided that he/she has the requisite qualifications and ability to perform the work available. Any Officer exercising his/her right to displace another Officer with less seniority on any campus shall not suffer any reduction of pay.

## **G. STIPULATIONS.**

The parties’ collective bargaining agreement shall be amended in all respects required to implement the agreed-upon and signed-off items listed under Tab 7 of FOP-P’s exhibits, which are attached as Appendix A and incorporated herein as if fully set forth.

**FOR THE FOP-S BARGAINING UNIT:**

**A. TERM:**

Article 32 ("Term") of the parties' collective bargaining agreement shall be amended to read, "The term of this Agreement is July 1, 1995 to June 30, 1999.

**B. SALARY:**

Article 18 ("Salary") of the parties' collective bargaining agreement shall be amended as necessary to provide the following:

**1. Salary Guide:**

Across-the-board percentage increases, exclusive of increments, for the fiscal years as follows:

|         |      |                  |
|---------|------|------------------|
| 1995-96 | 3.5% | Effective 7-1-95 |
| 1996-97 | 3.5% | Effective 7-1-96 |
| 1997-98 | 3.5% | Effective 7-1-97 |
| 1998-99 | 3.5% | Effective 7-1-98 |

**2. Automatic Increments:**

Eligible officers shall receive automatic increments on their appropriate anniversary dates notwithstanding the contract's expiration.

### **C. HEALTH BENEFITS.**

Article 28 ("Health Benefits"), Section 1 of the parties' collective bargaining agreement shall be amended to read:

1. Effective no sooner than the close of the first announced special enrollment period following the execution of this Agreement, all officers represented by the union who are eligible for health insurance benefits coverage under P.L. 1961 c. 49 (N.J.S.A. 52:14-17.25 *et seq.*) shall pay premium or periodic charges therefore on the same basis and to the same extent as the State establishes for State employees for whom there is no majority representative.

### **D. CONTRACT PROVISIONS**

All provisions of the parties' July 1, 1992 through June 30, 1995 contract not addressed by this Award or by stipulations of the parties incorporated herein shall be carried forward into the successor agreement, except for ministerial language changes that may be necessary to reflect movement of sergeants and detectives out of the FOP-P bargaining unit and into the FOP-S bargaining unit.

### **E. NIGHT SHIFT DIFFERENTIAL.**

Article 18 ("Salaries") of the parties' collective bargaining agreement shall be amended to add the following paragraph:

Lieutenants assigned to permanent night shifts (5:00 p.m. to 7:00 a.m.) shall receive an additional \$250 base compensation per quarter.

## **F. DETECTIVES' CLOTHING ALLOWANCE**

Article 30 ("Miscellaneous") of the parties' collective bargaining agreement shall be amended to add the following new paragraph:

5. Effective July 1, 1997 Detectives shall receive a non-uniform clothing allowance of \$250 annually.

## **G. SENIORITY**

Article 10 ("Seniority and Lay Off"), Sections 2 and 5 of the parties' collective bargaining agreement shall be amended to read as follows:

2. Seniority for the purpose of lay-off shall be based upon an officer's continuous length of service in the title within the negotiations unit covered by the Agreement. That is, seniority shall accrue within each title (sergeant, detective, or lieutenant) from the day that officer's promotion into the title becomes effective, except that officers promoted on the same day shall resolve their seniority status based upon their original dates of hire. Seniority units are:

Camden, UPD  
Newark, UPD  
New Brunswick, UPD.

\*

\*

\*

5. When Rutgers decides to lay off officers, the least senior officer in the affected title within the seniority unit shall be the first to be laid off, except if that least senior officer possesses special skills, training, or qualification meeting a specific operational need that no other officer in that title within the seniority unit possesses or can learn with two



weeks' training, in which case the next least senior officer shall be the first to be laid off.

- a. A lieutenant laid off in accordance with this section shall bump back into the title he/she occupied before becoming a lieutenant and shall receive pay in accordance with current practice of placement on the guide.
- b. A sergeant or detective laid off in accordance with this section shall bump back to the position of University Police Officer on the senior salary guide and shall receive pay in accordance with current practice of placement on the guide.
- c. Officers laid off in accordance with this section shall continue to accrue seniority in the title from which they were laid off and shall be returned to their former titles in the order of their seniority (i.e., most senior shall be the first returned) provided the returning officer has the ability to perform the available work.

#### **H. STIPULATIONS.**

The parties' collective bargaining agreement shall be amended in all respects required to implement the agreed-upon and signed-off items listed under Tab 17 of FOP-S's exhibits, which are attached as Appendix B and incorporated herein as if fully set forth.

In reaching those results, I have denied FOP-P's demands for a guaranteed uninterrupted thirty-minute lunch period, and agency shop clause, shift

bidding, codified current work schedules, and a broad past practices clause. I have also denied FOP-S's demands for a longevity program, vacation improvements for sergeants and detectives, increased maximum accumulation of compensatory time, and agency shop clause, codified current work schedules, shift bidding, and a broad past practices clause. With respect to Rutgers' demands, I have denied excluding absences charged to sick time or sick leave from compensable hours for purposes of calculating overtime, and reimbursement of damages to University vehicles.

As required by the statute, I have separately determined that the following total net economic changes for each year of the agreement are reasonable under Subsection (g)'s eight criteria:

**TOTAL NET ECONOMIC CHANGES FOR FOP-P**

| <b><u>Fisc. yr.</u></b> | <b><u>Item</u></b>                                      | <b><u>New \$</u></b> | <b><u>Cum. New \$</u></b> |
|-------------------------|---------------------------------------------------------|----------------------|---------------------------|
| 1995-96                 | 3.5% across-the-board on \$2,701,966 base               | \$94,569             | \$94,569                  |
|                         | Increment                                               | 21,885               | 116,454                   |
|                         | Uniform mtc. allowance increase of \$25 x 68 officers = | <u>1,700</u>         | 118,154                   |
|                         | Total % increase = 3.5% + 0.8% + 0.06% = 4.36%          |                      |                           |
| 1996-97                 | 3.5% across-the-board on \$2,744,046 base               | \$96,041             | 214,195                   |

|           |        |         |
|-----------|--------|---------|
| Increment | 27,642 | 241,837 |
|-----------|--------|---------|

|                                                            |              |         |
|------------------------------------------------------------|--------------|---------|
| Uniform mtc. allowance<br>increase of \$25 x 68 officers = | <u>1,700</u> | 243,537 |
|                                                            | 125,383      |         |

Total % increase = 3.5% + 1.0% + 0.06% = 4.56%

|         |                                              |          |           |
|---------|----------------------------------------------|----------|-----------|
| 1997-98 | 3.5% across-the-board on<br>\$2,791,721 base | \$97,710 | \$341,297 |
|---------|----------------------------------------------|----------|-----------|

|                              |        |         |
|------------------------------|--------|---------|
| Increment (assuming 1% cost) | 27,917 | 369,164 |
|------------------------------|--------|---------|

Stand-by comp. time off (no calculated cost; subj. to mgt. control.)

|                                                            |              |         |
|------------------------------------------------------------|--------------|---------|
| Uniform mtc. allowance<br>increase of \$25 x 68 officers = | <u>1,700</u> | 370,864 |
|                                                            | \$127,327    |         |

Total % increase = 3.5% + 1.0% + 0.06% = 4.56%

|         |                                                                                                   |          |           |
|---------|---------------------------------------------------------------------------------------------------|----------|-----------|
| 1998-99 | 3.5% across-the-board on<br>\$2,847,555 base (calculated assuming 2% increment increase to base.) | \$99,664 | \$470,528 |
|---------|---------------------------------------------------------------------------------------------------|----------|-----------|

|                              |        |         |
|------------------------------|--------|---------|
| Increment (assuming 1% cost) | 28,475 | 499,003 |
|------------------------------|--------|---------|

Stand-by comp. time off (no calculated cost; subj. to mgt. control.)

|                  |                  |
|------------------|------------------|
| <u>\$128,139</u> | <u>\$499,003</u> |
|------------------|------------------|

Total % increase = 3.5% + 1.0% = 4.5%

Total annual increases exclusive of increment = 14.12% or 3.53% per year.

Total annual increases including increment = 17.98% or 4.49% per year.

**TOTAL NET ECONOMIC CHANGES FOR FOP-S**

| <b><u>Fisc. yr.</u></b> | <b><u>Item</u></b>                                                               | <b><u>New \$</u></b>   | <b><u>Cum. New \$</u></b> |
|-------------------------|----------------------------------------------------------------------------------|------------------------|---------------------------|
| 1995-96                 | 3.5% across-the-board on<br>\$1,498,331 base                                     | \$52,441               | \$52,441                  |
|                         | Increment                                                                        | 12,677                 | 65,118                    |
|                         | Uniform mtc. allowance<br>increase of \$25 x 31 officers =                       | <u>775</u>             | 65,893                    |
|                         | Total % increase = 3.5% + 0.84% + 0.05% = 4.39%                                  |                        |                           |
| 1996-97                 | 3.5% across-the-board on<br>\$1,521,699 base                                     | \$53,259               | \$118,377                 |
|                         | Increment                                                                        | 5,509                  | 123,886                   |
|                         | Uniform mtc. allowance<br>increase of \$25 x 31 officers =                       | <u>775</u><br>\$59,543 | 124,661                   |
|                         | Total % increase = 3.5% + 0.36% + 0.05% = 3.91%                                  |                        |                           |
| 1997-98                 | 3.5% across-the-board on<br>\$1,535,429 base                                     | \$53,740               | \$178,401                 |
|                         | Increment                                                                        | 5,993                  | 184,394                   |
|                         | Shift differential for permanent<br>night shift lts. @ N.Bruns.<br>(6 x \$1,000) | 6,000                  | 190,394                   |
|                         | Detectives' clothing allowance<br>(6 x \$250)                                    | 1,500                  | 191,894                   |
|                         | Stand-by comp. time off (no cal-                                                 |                        |                           |

culated cost; subj. to mgt. control.)

|                                  |                        |         |
|----------------------------------|------------------------|---------|
| Uniform mtc. allowance           |                        |         |
| increase of \$25 x 31 officers = | $\frac{775}{\$68,008}$ | 192,669 |

Total % increase = 3.5% + 0.39% + 0.39% + 0.09% + 0.06% = 4.43%

|         |                                                                                                        |                             |                               |
|---------|--------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|
| 1998-99 | 3.5% across-the-board on<br>\$1,566,137 base (calculated assum-<br>ing 2% increment increase to base.) | \$54,814                    | \$239,983                     |
|         | Increment                                                                                              | 3,511                       | 243,494                       |
|         | Shift differential for permanent<br>night shift lts. @ N.Bruns.<br>(6 x \$1,000)                       | 6,000                       | 249,494                       |
|         | Detectives' clothing allowance<br>(6 x \$250)                                                          | 1,500                       | 250,994                       |
|         | Stand-by comp. time off (no cal-<br>culated cost; subj. to mgt. control.)                              | $\frac{\$65,825}{\$65,825}$ | $\frac{\$243,494}{\$243,494}$ |

Total % increase = 3.5% + 0.22% + 0.38% + 0.09% = 4.19%

Total annual increases exclusive of increment = 15.11% or 3.77% per year.

Total annual increases including increment = 16.92% or 4.23% per year.

In reaching the above figures, I rejected Rutgers' calculations for the FOP-P unit, which unfairly inflated costs by taking credit for increases to base due

to increments as opposed to charging actual increment costs in each year and by charging at full cost its proposal to merge the agreed uniform allowance into base compensation when \$450 of that amount has been paid in the past. I did, however, use Rutgers' increment costs in the third and fourth years of the FOP-S calculations both for a conservative estimate and because the unions provided none. I have also corrected both FOP units' figures, which failed to account for \$25 increases in uniform maintenance allowances effective July 1, 1995. Neither calculation includes the significant savings Rutgers will enjoy by reason of officers' paying a share of health insurance premiums, concerning Rutgers provided no data. The costs shown above will in fact be reduced by those amounts in fiscal years 1997-98, 1998-99, and thereafter.

I have reached the above conclusions for the following reasons, giving due weight to those statutory criteria that I have judged relevant.

**(1) The interests and welfare of the public. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by P. L. 1976. C. 68 (C. 40A: 4-45.1 et seq.).**

I find this criterion to be a relevant one, although the parties stipulate that the limitations of P.L. 1976, c. 68 (*N.J.S.A.* 40A:4-45.1 et seq.) do not apply to Rutgers. The interests and welfare of the public served by competent police protection are self-evident. Rutgers police patrol city as well as campus streets, and, at 516.38 people per officer in 1996, its force is responsible for the safety of many more than the Middlesex County average of 467. The unions demonstrate, and Rutgers does not contradict, that Rutgers' total crime index accounts for nearly half of all recorded New Jersey University and College offense data. And, if one adds to Rutgers' index the 680 University crimes reported in New Brunswick and Piscataway data, Rutgers would rank fifth in Middlesex County. (Note that Rutgers' data include Newark and Camden campus crimes, but those cities too report campus crimes as their own.) Although the evidence is mostly anecdotal (see, e.g., Exhibits FOP 4:9-10), it is generally acknowledged that crimes involving students frequently go unreported to protect students from criminal records and to address problems through internal disciplinary procedures.

The presence of an effective campus police organization that is sensitive to both public safety concerns and to the special needs of an academic community significantly affects the quality of university life. As noted, these police

are “cops-plus.” Their special talents and the essential nature of their services distinguish them from members of other University bargaining units.

I find that interests and welfare of the public require police personnel of high morale, which influences their commitment to the public weal. Morale depends in large part on perception of appreciation for one’s services, and terms and conditions of employment express that appreciation most concretely. Morale suffers when police personnel see the University equating their services with those of units that suffer less risks and disruptions of personal lives, compensating other units at the very highest national levels, and paying its police at levels far below those prevailing in comparable communities. This statutory criterion is an important one, supports the unions’ positions, and connects in an important way with the second, comparability criterion that follows.

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

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



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

**(c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with [N.J.S.A. 34:13A-16.2]; provided, however, that each party shall have the right to submit additional evidence for the arbitrator's consideration.**

### ***Private employment***

There are, of course, no private sector employees who perform "the same or similar services" as public sector police. None face the same risks, and none have the same duties and obligations. For the most part, they do not suffer disruptions of family life and circadian rhythms due to rotating shifts. Few are subject to comparable physical danger and unremitting public scrutiny. Although private sector employees are not strictly "comparable" to public sector police, I have still given consideration to the parties' data on this subject.

Private sector employees generally have been faring well in the currently strong economy, posting negotiated wage increases at or exceeding 3% for all industries for the last three years. And New Jersey private sector workers on average in 1995 earned substantially more than their national counterparts. To the

limited extent relevant, private sector data support the Unions' positions in this proceeding.

***Public employment generally.***

FOP data report a 4.1% change in local government wages between 1994 and 1995. Rutgers' data focus on contract settlements reached in 1992, 1993, and 1994 and report wage and compensation increases for those years respectively of 1.6%, 3.4%, and 1.1% for State employees and 2.1%, 2.2%, and 1.7% for local government workers. Those data are too remote to have any persuasive impact. Moreover, they appear to focus on newly-negotiated increases and not to include increases due to existing increment structures or "roll-ups" of prior years' new money in subsequent contract years.

***Same or similar comparable jurisdictions.***

Within the same jurisdiction, Rutgers, there are no other police or fire employees with whom to compare the subject employees. Compared to faculty employees, Rutgers police fare badly. According to The Chronicle of Higher Education, Rutgers' professors, associate professors, and assistant professors all rank first in average salaries among public AAU institutions in the United States.

By contrast, Rutgers police wages rank next to last among Middlesex County's 25 local police departments.

Rutgers places great weight on the compensation levels and settlements negotiated with its non-police units, insisting that the State pattern it negotiated for those units must be applied to these at bar. There are important distinctions, however, between these police units and other Rutgers employees whose terms and conditions of employment are subject to determination by collective bargaining. For starters, as police, both FOP units are subject to the Police and Fire Public Interest Arbitration Reform Act, which resolves bargaining impasses by this interest arbitration process. As a practical matter, Rutgers' other units lack significant negotiating leverage to secure outcomes different from Rutgers' offer of the State settlement. By contrast, Rutgers' police personnel have a fall-back entitlement to compensation that is reasonable under the eight statutory criteria.

Moreover, the nature of police services differs from those provided by Rutgers' other employees. The same factors of risk and discomfort that distinguish Rutgers' police from private sector employees generally also apply with respect to the University's non-police personnel.

Rutgers' fiscal circumstances that are relevant to this proceeding differ from those of the State, whose settlement parameters Rutgers would impose on its police personnel. Rutgers has no taxing authority; nor must it seek legislative approval of its budget. Rutgers receives State appropriations, and it bases its bargaining proposals and interest arbitration strategy upon the State settlement as if it were subject to identical circumstances. In fact, it is not; and I will address those differences below with respect to the financial impact criterion.

I find Rutgers police operate in circumstances much more comparable to municipal police than to those of other State colleges and universities. Rutgers campuses in New Brunswick, Newark, and Camden are integrated into the cities in which they are located. City streets and public traffic run through them, and Rutgers police are likely to deal with members of the general public as well as students in the sectors they jointly patrol with City police personnel. I also take arbitral notice that the cities of Newark and Camden have higher crime rates than New Brunswick and present much more challenging policing issues on day-to-day operations.

By contrast, UMDNJ's campuses are not as urban in character. In Newark, UMDNJ is essentially an "island" within the City. No City streets run

through it, and, for the most part, members of the public come onto the campus only for medical related purposes. UMDNJ's Piscataway campus is, like Rutgers in Piscataway, a rural setting that presents few of the urban policing issues that Rutgers other campuses do. In New Brunswick, UMDNJ's buildings are interconnected hospital, medical and parking facilities that are located in a limited geographical area. I have no knowledge of UMDNJ's Camden operation, but the differences cited above with respect to most of UMDNJ's facilities convince me that Rutgers police operate under very different circumstances.

The nature of Rutgers' police operations --which range from the dense and depressed urban settings of Newark and Camden to the less dense city of New Brunswick to the suburban and rural settings of Piscataway-- convince me that Middlesex County police units, which cover a similar range of circumstances, provide the most relevant comparability data. And as to that, I find the unions' proofs and arguments summarized above much more persuasive than those of the University. In 1995, Rutgers' top Patrol Officer salary was \$42,193, second from the bottom of Middlesex County's 24 police jurisdictions, far below the County average of \$48,591 and nowhere near New Brunswick and Piscataway's levels of \$52,260 and \$53,610. In 1996, average percentage increases in the County

amounted to 4.41% and the new average top Patrolman's salary became \$50,488. In 1997, average County increases of 4.23% produced a new average top Patrolman's salary of \$52,452. Rutgers' offers of 0% and 0% in both those years would increase the differential beyond \$10,000 and more than that compared to New Brunswick's 1997 level of \$56,797. Piscataway, whose 1997 contract is still open, was paying its Patrolmen \$55,754 in 1996. Only six Middlesex County communities have established 1997 increases averaging 4.29% and two for 1998 at 4.37%. I find those latter two years too small a sample for useful comparison.

Rutgers' Superior Officers fare no better compared to their Middlesex County counterparts. Sergeants' 1995 salary was \$46,344, and Lieutenants earned \$53,792. The Middlesex County average for each was \$53,814 and \$58,430. Piscataway paid its Sergeants and Lieutenants \$59,219 and \$65,149, respectively. New Brunswick's Superior Officer contract is still open. 1996 increases averaging 4.66% for Sergeants and 4.42% for Lieutenants in the County will put Rutgers' Superior Officers further behind the new County averages of \$56,591 and \$60,085 for that year. Again, insufficient data exist for 1997 and 1998 to make any useful comparisons.

Both FOP units' non-salary compensation and benefits compare poorly to those of their Middlesex County counterparts. Every other jurisdiction gives annual longevity compensation in addition to salary ranging in 1995 from a minimum average after five years' service of \$1,169 to a maximum of \$4,509 after twenty-five years. Rutgers pays no longevity benefits. Rutgers' 1995 uniform allowance of \$450 was the County's lowest and just over half the average of \$861. Rutgers' holidays, vacations, bereavement days, and personal days are comparable to those in other County departments, and its education program is excellent. Every other County unit gives automatic payments of increments as part of the status quo following contract expiration; Rutgers alone does not. Only three other contracts provide stand-by payments, but stand-by is not a common requirement. One can infer from absence of mention that stand-by has produced no problems in those other jurisdictions. Rutgers' alone focuses on stand-by, restricting it to "exceptional circumstances," without providing compensation for the imposition on personal time. Only three other contracts provide for lunch periods of thirty and forty-five minutes. Four jurisdictions provide night shift differentials ranging from \$.50 per hour to 5.5%. Four jurisdictions allow accumulation of compensatory time, one at 40 hours, one at 80 hours, and two at the maximum of 480 hours. Nine County

jurisdictions provide plain clothes allowances, eight as a differential ranging from \$400 to 5% of salary (exceeding \$2,000), and one as a \$550 clothing allowance.

With respect to the non-economic conditions at issue, fourteen jurisdictions have representation fee language; and three have seniority-based shift bidding. That datum may be misleading, however, because the large majority of police personnel work rotating shifts where shift selection is not an issue. Sixteen Middlesex County police contracts codify work schedules, and nineteen have some form of retention of benefits language.

With respect to issues raised by Rutgers' non-salary demands, not one other Middlesex County jurisdiction excludes compensated absences from computation of overtime; and not one requires police personnel to reimburse vehicle damage. Although only two County jurisdictions share health insurance premiums, every other Rutgers unit does, as well as its unrepresented employees and managers.

As noted above with respect to the interests of the public, these comparability data affect police officers' morale in an important way and support



the unions' positions. As Arbitrator Kurtzman observed in Rutgers' last interest arbitration proceeding:

... the record does not contain an explanation as to why campus police who receive specialized training and perform unique college-related functions in addition to the traditional police functions of municipal police officers should receive lower maximum salaries than their municipal police counterparts. Rather, the aim of bringing campus police maximum salaries closer to the maximum salaries of comparable municipal police officers appears to be a valid and justifiable objective.

[FOP Exhibit 12:4, p. 32.]

The 3.5% annual across-the-board increases required by my Awards are, on balance, consistent with the entire record before me. "Comparability" as a statutory criterion does not operate in a vacuum, nor does it guarantee police personnel a particular position in the salary rankings of comparable units. Comparability requires determination and consideration of the appropriate range of terms and conditions of employment within which the subject police personnel should be expected to fall. Taking that and the other seven statutory criteria into account, I find those 3.5% increases reasonable and appropriate. Statewide, they are modest compared to negotiated increases and on a par with raises awarded in interest arbitrations. They will maintain Rutgers police within the range of comparable units --albeit at the lowest end-- while Rutgers' proposals would have

dropped them far below that range. As discussed elsewhere, they are consistent with the public interest and welfare and well within Rutgers' ability to pay.

**(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.**

Overall compensation and economic benefits provided these two units were described above and in comparison to other units. Here is a precis:

**Salaries:** Police Officer Salary scales range from a low of \$32,967 at Step 1 to highs of \$42,193 at the eighth, Senior Officer step and \$44,301 as the highest step for Senior Police Officers. Sergeants and Detective salaries start at \$33,565 and peak at a ninth, Senior Officer Step of \$46,344 and \$48,661 as the highest step for Senior Sergeants and Senior Detectives. Effective July 1, 1995, Lieutenants' salary table began at \$39,035 and topped out at \$53,792.

**Vacation: Police Officers, Sergeants, Detectives:**

|               |                  |
|---------------|------------------|
| 0-1 year      | 1 day/month      |
| 1-12 years    | 15 working days  |
| 13-20 years   | 20 working days  |
| Over 20 years | 25 working days. |

**Lieutenants:**

|                  |                  |
|------------------|------------------|
| 0-1 year         | 1 day/month      |
| 1-5 years        | 15 working days  |
| 5-19 years       | 20 working days  |
| 20 years or more | 25 working days. |

**Sick leave:** 0-1 year 1 day/month  
 After 1 year 1-1/4 days/month  
 After retirement, officers receive payment of one-half earned but unused sick leave.

**Holidays:** 8 named paid holidays plus three chosen by the officer plus four determined by Rutgers.

**Administrative leave:** 3 days

**Bereavement leave:** 3 days

**Military leave:** 15 days

**Overtime:** Time and one-half after 40 hours

**Call-back:** 4 hour guarantee

**Meal allowance:** \$5.50

**Regularly-scheduled on-call:** \$250/quarter

**Health benefits:** NJ State Health Benefits Program  
 Eyeglass program  
 NJ State Dental Care Program  
 Prescription Drug Program

**Retirement:** NJ Police & Firemen's Retirement System

**Educational benefit:** Like all Rutgers' faculty and staff, officers and their dependent children are eligible for full tuition remission.

During 1996, members of these bargaining units received the following average gross compensation, including salaries, overtime, allowances, holiday pay, and all other cash receipts reportable as income:

|                                                                           |          |
|---------------------------------------------------------------------------|----------|
| Police Officers and Senior Police Officers                                | \$50,821 |
| Sergeants, Sr. Sgts., Detectives, Sr.<br>Dets., Lieutenants, and Sr. Lts. | \$67,611 |

The overall compensation received by Rutgers police personnel includes a comprehensive fringe benefit package. Although their compensation marginally exceeds that of non-police personnel, they suffer in comparison to comparable municipal police officers. I disagree with Arbitrator Kurtzman's analysis in these parties' last interest arbitration proceeding that Rutgers officers' tuition remission program offsets the absence of any longevity compensation. Longevity pay is received by all officers. Not all officers avail themselves of college courses, and many have no children. The two benefits are not equivalent.

Arbitrator Kurtzman also placed significant value on Rutgers' not having sought give-backs in health benefits and on the job security experience of these employees. In fact, Rutgers is seeking and will receive relief in the area of health benefits. And its demands for increased flexibility and modification of seniority rights suggests that layoffs may well be in the offing during this contract's term. That will not only reduce job security; it will increase the remaining employees' workloads.

#### **(4) Stipulations of the parties.**

As noted above, the parties have stipulated (a) that all of their agreed and signed-off items that appear at Tab 7 of the FOP-P exhibits and Tab 17 of FOP-S's are consistent with the statutory criteria and should be included in my Awards, (b) that Rutgers' final salary offers with respect to increments should be couched in current contract language of "appropriate anniversary date," and (c) that the Local Government Cap Law does not apply to Rutgers. Both parties declined my request that they stipulate to extend my time for issuing these Awards to and including the date of their issuance. Each preferred to review the Awards before deciding whether to exercise its potential timeliness objection.

**(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 (*N.J.S.A. 40A:4-45.1 et seq.*).**

As noted above, the parties have stipulated that New Jersey's Cap Law does not apply to Rutgers. There are no relevant limitations on the employer's lawful authority to participate in this proceeding and to be bound by its outcome.

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

Because Rutgers is not "a county or a municipality," I need only take into account this criterion's first phrase, "The financial impact on the governing unit, its residents and taxpayers" and not the balance of its text.

I find Professor Weber's testimony and exhibits both persuasive and compelling. This is his general conclusion:

The "bottom line" is a financially healthy university showing definite improvement since our last report, with Fund Balances increasing at a weighted average APR of 8% and continuing strong growth in inflows/outflows. We estimate annual growth after subtraction of the depreciation allowance over the next few years to be in the range of \$60 to \$85 million per year, probably near the \$76 million average.

Professor Weber's analysis used GAAP principles adopted by FASB No. 117 to clarify some of the anomalies of fund accounting used by Rutgers. For example, Rutgers treated \$80 million of capital expenditures and debt service as expenses that it subtracted from the Statement of Current Funds Revenues, Expenditures and Other Changes (which generally reports the outcome of the budget), leaving a net increase for the FY 96 Current Fund of only \$1 million, suggesting a \$80 million reduction of Current Funds. In fact, according to GAAP and common sense, the University's equity remained unchanged by these expenditures, which resulted in corresponding increases in other assets or decreases of liabilities.

Another salient anomaly is the University's ability to classify funds as restricted or non-expendable as a matter of policy merely by designating them as such. As Professor Weber observes, "However, it must be kept in mind that the

same administration may reverse these designations at any time, making the unrestricted Fund Balances available for any purpose.” I agree with University counsel that increases of net long-term assets cannot be used to fund operations because that would require sale of land, buildings, or the like. Expendable Balances, however, especially Unrestricted Expendable Balances and their growth, are particularly useful indicators of financial health in terms of available funds for operations.

Total Expendable Fund Balances grew by \$48 million between 1994 and 1996 to a total of almost \$281 million. Balances classified a non-expendable similarly grew from \$130 million to nearly \$157 million. In both cases the annual percentage rates approached 10%. During those two years, the unrestricted part increased by \$40 million to \$184 million; and the restricted part grew by \$7.7 million to \$97 million. And, as noted, the University can, to a significant extent, change designations to remove self-imposed restrictions.

Another telling indicator of ability-to-pay, or, more precisely, ability to bear the financial impact of the Awards, is the activity or Rutgers’ endowment and quasi-endowment. In the last two years, Rutgers’ endowment grew at an annual



percentage rate of nearly 13% to \$121 million, and its quasi-endowment funds increased by 19.7 % each year to more than \$53 million. For the accounting reasons described above, Rutgers' Current Fund balance increased only \$700,000 from 1995 to 1996's \$44 million level. But in 1994 that fund was only \$32.6 million, 35% below the level two years later.

The bottom line is this. Rutgers' arguments assume that State appropriations, which have been falling as a percentage of operating budgets, and student tuition payments, which have been rising, are the sole sources of funding for its operations. That simply is not true. Rutgers is healthy financially and can afford the modest increases required by my Awards.

**(7) The cost of living.**

Both parties cite cost of living as reflected by CPI data in support of their respective positions. Rutgers argues that salary increases in the past ten years have exceeded CPI increases. The unions contend that their increases have exceeded CPI by far less than those of comparable police personnel and never matched the double-digit CPI increases of the 'Seventies.

I find past CPI data of limited relevance, however. Current data is important to the extent that they show the extent to which current salaries will be eroded by anticipated inflation. Current purchasing power of salaries is the principal concern of working people, and what happened to CPI five, ten, or twenty years ago has been survived and lacks current relevance. And as to that, the unions are correct that Rutgers' offer comes nowhere close to meeting the 3% figure that would only preserve current purchasing power.

**(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.**

As to continuity and stability of employment, the parties' arguments both look at the same data and reach opposite conclusions. I find the unions' position more persuasive. Although there have been no layoffs in recent years, the high level of turnover --more than half the FOP-P unit have five or less years' service on the force and more than 10% of FOP-S's members have six or less years' service-- reflects poorly on morale and suggests dissatisfaction with terms and conditions of employment. Rutgers' observation that a "large number" of officers at the higher end of the salary guide implies satisfaction is not persuasive because the

salary guides have an unusually large number of steps --eight for FOP-P and nine for FOP-S-- so that "higher end" is meaningless in absolute terms. Moreover, the tuition remission benefit is likely to have significant appeal for more senior officers with children approaching college age.

Seniority is also a key concern. For the first time the University is seeking to change the status quo in important ways to increase its flexibility and decrease officers' bumping options in the event of lay-offs. Rutgers could offer no evidence of concrete operational impact of existing standards that would support its claim of need for such changes. Its "what-if" rationale suggests the possibility that future reductions in force could make existing seniority rights even more critical for members of these units. And that reduces the persuasive impact of past job security as a positive condition of employment.

Moreover, I am not convinced that Rutgers needs the changes it seeks even under its "what-if" scenario. Under the unions' proposals, which I have awarded, Rutgers can still eliminate positions during reductions in force by laying off junior officers and reassigning remaining personnel to meet its operating needs. And the two-week training time qualification is a reasonable accommodation of

officers' seniority interests and Rutgers' needs for specialized services. This is especially true where management can assign the junior officer to train his or her replacement during that two-week period, observe the trainee's progress, and make an informed decision whether the junior officer must be kept on and the next most junior person laid off instead.

For these reasons I have determined that the unions' proposals with respect to the Seniority articles are more reasonable and shall be awarded.

Other factors ordinarily and traditionally considered in collective bargaining include the stability of labor-management relations fostered by existing collective bargaining agreements. The unions' three-year proposal would expire within a few months and would require the parties to re-enter negotiations with no respite from the disruptions and resentments of that process. The University's four-year proposal is accordingly more appropriate and shall be awarded. The unions' proposal for carrying forward contract provisions not affected by these Awards or by stipulations of the parties similarly contributes to stability of labor-management relations and shall be awarded.

On that same stability consideration, Rutgers' unusual and hard-nosed practice of delaying payment of increments until conclusion of bargaining has resulted in extraordinary delays that particularly affect the large percentage of officers still on steps. That increases dissatisfaction, contributes to high turnover, effectively constitutes an interest-free loan, and gives no recognition to the accrual of value due to experience. That is particularly disruptive where, as here, Rutgers pays no longevity benefits and has chosen which items of expired contracts it will continue in effect. I shall accordingly award the unions' proposals for automatic increments.

Stand-by status constitutes a significant imposition on employees' off-duty time, which is reflected by the contract's current limitation to "extraordinary circumstances." The absence of some compensation for that imposition, if only to require supervisors to think twice about requiring an officer to stand by, makes no sense. FOP-P's two-hour compensatory time proposal is appropriate, imposes no significant cost because stand-by assignments can usually be avoided by attentive management's anticipation of needs, and shall be awarded. Because extraordinary circumstances can arise on rare occasions, however, I shall require that

compensation only for officers required to stand-by more than once in any contract year.

Health benefits are an employer-wide concern and are usually provided on a consistent basis to all employees regardless of bargaining unit under substantially similar circumstances. In addition, the high cost of medical services has dramatically increased the price of health insurance and has placed this issue on bargaining tables nationwide in both public- and private-sector negotiations. Some employers have experienced short-term savings by changing insurers, but that strategy loses its impact in subsequent contract years. Much more effective and increasingly common are managed care, co-insurance, and premium sharing to ensure employees' responsible use of medical benefits. The University's proposal accords with these considerations, is reasonable, and will reduce the total cost impact of the economic benefits awarded.

Rutgers now assigns Lieutenants at New Brunswick to permanent night shifts. That represents a significant disruption of personal lives that ought to be compensated. FOP-S's proposal is reasonable, is consistent with such benefits in comparable jurisdictions, and shall be awarded. Similarly, Detectives provide plain

clothes service that subjects their private garments to the same stresses that other officers' uniforms suffer. Yet Detectives receive no differential or clothing allowance to address that circumstance. This is an appropriate benefit with a minimal cost impact. I shall accordingly award the union's proposal.

As to all other proposals of the parties, I find insufficient evidence in the record to justify including them in the Awards. These additional reasons have informed that conclusion:

- (a) A guaranteed uninterrupted 30-minute lunch period qualified by emergency needs will inappropriately restrict important but less-than-emergent operating needs, and there is no evidence that dispatchers have abusively imposed on officers' lunch breaks.
- (b) Agency shop is unnecessary where, as here, the unions enjoy 100% membership and the bargaining leverage that interest arbitration provides.
- (c) Shift bidding, codified work schedules, and a broad past-practices clause all impose restrictions of management flexibility that I shall not award in absence of evidence that Rutgers has abused its prerogatives in the past.

- (d) The longevity program that FOP-S proposes will add too many dollars to the cost of the economic package awarded.
- (e) Vacation improvements for sergeants and lieutenants are not supported by anything other than the change of their bargaining unit. That is not enough.
- (f) Increasing the ceiling of compensatory time that can be accumulated is inappropriate where, as here, work beyond the maximum is compensated in cash and the increased time off can have a negative impact on operations.
- (g) Excluding absences charged to sick time or sick leave from compensable hours for purposes of calculating overtime lacks justification in the record and has no precedent in any other police unit.
- (h) Reimbursement of damage to University vehicles is unreasonable where the employer has shown neither need for that extraordinary relief nor any shortcomings of standard disciplinary consequences to address negligent operation of motor vehicles by police officers.



By reason of the foregoing, I issue the following

**AWARDS**

**FOR THE FOP-P UNIT:**

**A. TERM:**

Article 44 ("Term") of the parties' collective bargaining agreement shall be amended to read, "The term of this Agreement is July 1, 1995 to June 30, 1999."

**B. SALARY:**

Article 21 ("Salary") of the parties' collective bargaining agreement shall be amended as necessary to provide the following:

**1. Salary Guide:**

Across-the-board percentage increases, exclusive of increments, for the fiscal years as follows:

|         |      |                  |
|---------|------|------------------|
| 1995-96 | 3.5% | Effective 7-1-95 |
| 1996-97 | 3.5% | Effective 7-1-96 |
| 1997-98 | 3.5% | Effective 7-1-97 |
| 1998-99 | 3.5% | Effective 7-1-98 |

## **2. Automatic Increments:**

Eligible officers shall receive automatic increments on their appropriate anniversary dates notwithstanding the contract's expiration.

## **C. STAND-BY**

Add the following third paragraph to Article 24 ("Stand-By") of the parties' collective bargaining agreement:

An officer who is required to stand-by more than once in any contract year shall earn two hours of compensatory time off for any such day. Such an officer ordered in from stand-by status shall be paid from the time of notification to come in until completion of that assignment.

## **D. HEALTH BENEFITS.**

Article 30 ("Health Benefits"), Section 1 of the parties' collective bargaining agreement shall be amended to read:

1. Effective no sooner than the close of the first announced special enrollment period following the execution of this Agreement, all officers represented by the union who are eligible for health insurance benefits coverage under P.L. 1961 c. 49 (N.J.S.A. 52:14-17.25 *et seq.*) shall pay premium or periodic charges therefore on the same basis and to the same extent as the State establishes for State employees for whom there is no majority representative.

## **E. CONTRACT PROVISIONS**

All provisions of the parties' July 1, 1992 through June 30, 1995 contract not addressed by this Award or by stipulations of the parties incorporated herein

shall be carried forward into the successor agreement, except for ministerial language changes that may be necessary to reflect movement of sergeants and detectives out of the FOP-P bargaining unit and into the FOP-S bargaining unit.

## **F. SENIORITY**

Article 9 ("Seniority"), Section 5 of the parties' collective bargaining agreement shall be amended to read as follows:

5. When Rutgers decides to lay-off an officer in the title University Police Officer, either because a position is eliminated or because a laid off Sergeant or Detective is displacing an Officer, the Officer with the least seniority on the affected campus shall be laid off. Officers so laid off shall not be entitled to displace any other officer during a lay-off which persists for two (2) calendar weeks or less or during a holiday shut down, whichever is longer. Any Officer so laid off from a particular campus may displace an Officer with lower seniority from any campus, provided that he/she has the requisite qualifications and ability to perform the work available. Any Officer exercising his/her right to displace another Officer with less seniority on any campus shall not suffer any reduction of pay.

## **G. STIPULATIONS.**

The parties' collective bargaining agreement shall be amended in all respects required to implement the agreed-upon and signed-off items listed under Tab 7 of FOP-P's exhibits, which are attached as Appendix A and incorporated herein as if fully set forth.

**FOR THE FOP-S BARGAINING UNIT:**

**A. TERM:**

Article 32 ("Term") of the parties' collective bargaining agreement shall be amended to read, "The term of this Agreement is July 1, 1995 to June 30, 1999.

**B. SALARY:**

Article 18 ("Salary") of the parties' collective bargaining agreement shall be amended as necessary to provide the following:

**1. Salary Guide:**

Across-the-board percentage increases, exclusive of increments, for the fiscal years as follows:

|         |      |                  |
|---------|------|------------------|
| 1995-96 | 3.5% | Effective 7-1-95 |
| 1996-97 | 3.5% | Effective 7-1-96 |
| 1997-98 | 3.5% | Effective 7-1-97 |
| 1998-99 | 3.5% | Effective 7-1-98 |

**2. Automatic Increments:**

Eligible officers shall receive automatic increments on their appropriate anniversary dates notwithstanding the contract's expiration.

**C. HEALTH BENEFITS.**

Article 28 ("Health Benefits"), Section 1 of the parties' collective bargaining agreement shall be amended to read:

1. Effective no sooner than the close of the first announced special enrollment period following the execution of this Agreement, all officers represented by the union who are eligible for health insurance benefits coverage under P.L. 1961 c. 49 (N.J.S.A. 52:14-17.25 *et seq.*) shall pay premium or periodic charges therefore on the same basis and to the same extent as the State establishes for State employees for whom there is no majority representative.

#### **D. CONTRACT PROVISIONS**

All provisions of the parties' July 1, 1992 through June 30, 1995 contract not addressed by this Award or by stipulations of the parties incorporated herein shall be carried forward into the successor agreement, except for ministerial language changes that may be necessary to reflect movement of sergeants and detectives out of the FOP-P bargaining unit and into the FOP-S bargaining unit.

#### **E. NIGHT SHIFT DIFFERENTIAL.**

Article 18 ("Salaries") of the parties' collective bargaining agreement shall be amended to add the following paragraph:

Lieutenants assigned to permanent night shifts (5:00 p.m. to 7:00 a.m.) shall receive an additional \$250 base compensation per quarter.

#### **F. DETECTIVES' CLOTHING ALLOWANCE**

Article 30 ("Miscellaneous") of the parties' collective bargaining agreement shall be amended to add the following new paragraph:

5. Effective July 1, 1997 Detectives shall receive a non-uniform clothing allowance of \$250 annually.

## **G. SENIORITY**

Article 10 ("Seniority and Lay Off"), Sections 2 and 5 of the parties' collective bargaining agreement shall be amended to read as follows:

2. Seniority for the purpose of lay-off shall be based upon an officer's continuous length of service in the title within the negotiations unit covered by the Agreement. That is, seniority shall accrue within each title (sergeant, detective, or lieutenant) from the day that officer's promotion into the title becomes effective, except that officers promoted on the same day shall resolve their seniority status based upon their original dates of hire. Seniority units are:

Camden, UPD  
Newark, UPD  
New Brunswick, UPD.

\* \* \*

5. When Rutgers decides to lay off officers, the least senior officer in the affected title within the seniority unit shall be the first to be laid off, except if that least senior officer possesses special skills, training, or qualification meeting a specific operational need that no other officer in that title within the seniority unit possesses or can learn with two weeks' training, in which case the next least senior officer shall be the first to be laid off.

a. A lieutenant laid off in accordance with this section shall bump back into the title he/she occupied before becoming a

lieutenant and shall receive pay in accordance with current practice of placement on the guide.

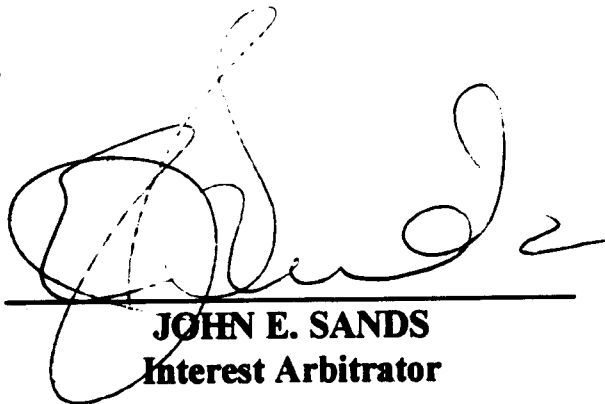
b. A sergeant or detective laid off in accordance with this section shall bump back to the position of University Police Officer on the senior salary guide and shall receive pay in accordance with current practice of placement on the guide.

c. Officers laid off in accordance with this section shall continue to accrue seniority in the title from which they were laid off and shall be returned to their former titles in the order of their seniority (i.e., most senior shall be the first returned) provided the returning officer has the ability to perform the available work.

#### **H. STIPULATIONS.**

The parties' collective bargaining agreement shall be amended in all respects required to implement the agreed-upon and signed-off items listed under Tab 17 of FOP-S's exhibits, which are attached as Appendix B and incorporated herein as if fully set forth.

Dated: April 20, 1998  
Roseland, New Jersey



**JOHN E. SANDS**  
**Interest Arbitrator**

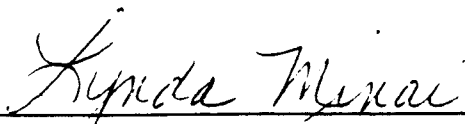
**ACKNOWLEDGMENT**

State of New Jersey    )

s.s.:

County of Essex        )

On April 20, 1998, JOHN E. SANDS, whom I know, came before me and acknowledged that he had executed the foregoing as and for his Interest Arbitration Opinion and Awards in the above-captioned matters.



\_\_\_\_\_  
Lynda Minai

A Notary Public of New Jersey

My Commission expires May 15, 2002



## **APPENDIX A**

## ARTICLE 2 - RECOGNITION

*Current*

1. Rutgers recognizes the F.O.P. as the sole and exclusive bargaining agent of its officers as herein defined.

2. The terms "officer" and "officers" as used herein shall include all full-time employees, employed as "University Police Officers", "University Police Sergeants" and "Detectives" by Rutgers in the State of New Jersey; but excluding probationary employees and all supervisors as defined in the New Jersey Employer-Employee Relations Act.

RUTGERS PROPOSAL TO FOP-P June 21, 1996

## ARTICLE 2 - RECOGNITION

*cm 7/8/96*

Modify due to change in bargaining unit; rest remains the same:

2. The terms "officer" and "officers" as used herein shall include all full-time employees, employed as "University Police Officers" ;--"University Police-Sergeants"-and-"Detectives" by Rutgers in the State of New Jersey; but excluding probationary employees and all supervisors as defined in the New Jersey Employer-Employee Relations Act, and all other employees.

CONTR-PROPOSAL

Rutgers Counterproposal to FOP-P  
July 8, 1996

AKL  
01-21-97  
am 1/21/97

# ARTICLE 5 - POLICE OFFICERS' BILL OF RIGHTS

Modify #6 by adding as underlined:

6. When a written complaint or a derogatory memo against an officer is to be placed in his/her personnel file, the officer will be given two copies of the document. The officer shall return one copy signed and dated for the file, the signature serving to acknowledge only that he/she has read the document, and not necessarily that he/she agrees with the contents thereof. The officer shall have the right to submit to the Chief or his/her designee a written answer which shall be attached to the file.

TO FOP-P  
1/27/97

## ARTICLE <sup>5</sup><sub>7</sub> - Police Officer's Bill of Rights

As suggested at the negotiations table on 1/21/97, add:

11. For the purpose of this Article, "F.O.P representative" or "F.O.P representation" shall mean a University police officer designated by the Union for that purpose or one chosen by the individual police officer affected.

am 7/24/97  
AKL 7/22/97

F.O.P. - Primary Unit  
Arbitrator's Language  
April 07, 1997

## ARTICLE 7 - GRIEVANCE PROCEDURE

1. A grievance is defined as any difference or dispute concerning the interpretation, application, or claimed violation of any provision of this Agreement, or of any Rutgers' policy or any administrative decision relating to wages, hours or other terms or conditions of employment of the officers as defined herein.

2. Any grievance of an officer, or of the union, shall be handled in the following manner except that a general grievance, one that may affect all or a group of officers, may be presented by the union at Step 3 instead of Step 1:

### Step 1.

The grievant (officer or the union on his/her behalf) shall present the grievance, in writing, within fifteen (15) working days after the occurrence of the event, or the knowledge of the event, out of which the grievance arises, to the lowest level of supervision that is appropriate to the grievance. The officer may be accompanied by a union representative at the meeting that may be held to attempt to adjust the grievance, such meeting to be held within four (4) working days of the submission of the written grievance. The supervisor shall give his/her answer, in writing, within four (4) working days of a Step 1 meeting, or within four (4) working days of receipt of the written grievance if no meeting will be held, provided that any meeting shall be scheduled within four (4) working days of receipt of the grievance unless the grievant and the supervisor agree to an extension of time.

### Step 2.

If the officer and/or union is dissatisfied with the decision, the written grievance may be presented to the Chief of the appropriate campus or other appropriate official within five (5) working days of the receipt of such decision. The Chief of the appropriate campus or other appropriate official shall meet with the officer and/or union representative(s) within five (5) working days following receipt of the grievance and shall render a written decision to the officer or his/her representative within five (5) working days of the date of such meeting. Copies of the written grievance and decision shall be forwarded to the Office of Employee Relations and to the spokesperson of the union.

### Step 3.

If the officer and/or union is dissatisfied with the decision at Step 2, the written grievance may be presented in writing to the Office of Employee Relations within five (5)

-continued-

Cam 1/22/97  
AKL 7/22/97

F.O.P. - Primary Unit  
Arbitrator's Language  
April 07, 1997

working days of receipt of the Step 2 decision; with a copy to the Step 2 level of authority. The Office of Employee Relations shall arrange for a meeting with the officer and the union representative(s) within five (5) working days of receipt of the grievance. When an individual has been selected as a 3rd step Hearing Officer, that ~~that~~ person shall not meet with any of the principals in the grievance with regard to the subject matter of the grievance until the grievance hearing is formally convened. A written decision shall be rendered by the Office of Employee Relations within five (5) working days of such meeting.

Step 4.

If the union is not satisfied with the decision at Step 3, the union may, within fifteen (15) working days after the receipt of the written decision of the 3rd step Hearing Officer, submit the grievance to binding arbitration with notice to the Office of Employee Relations. Rutgers and the union agree that the arbitrator to be chosen jointly shall be selected by petitioning the Public Employment Relations Commission (P.E.R.C.) to provide a list of ad hoc arbitrators from its panel of experts in public employment dispute settlement from which the neutral arbitrator shall be selected in accordance with the rules and procedures of P.E.R.C. Each party shall be responsible for its costs including any expenses of its designee. Each party will pay one-half the fee(s) of the arbitrator.

3-6. Language to remain the same as in current contract.

7. An individual union member may process a non-disciplinary grievance through Step 3 of the grievance procedure without the union's assistance, provided (a) that the union shall have the right to be present at any meeting concerning the grievance and (b) that the resolution of any such grievance shall not be inconsistent with the terms of this Agreement. This shall not affect the ability of a union member to process a disciplinary grievance without the union's assistance.

CM 7/24/97  
HKL 7/22/97

## ARTICLE 8 - NONDISCRIMINATION

Modify as underlined:

There shall be no discrimination by Rutgers or the F.O.P. against any officer or applicant for employment because of race, creed, color, sex, religion, marital status, national origin, handicap disability, status as a Vietnam-era Veteran or disabled Veteran, sexual orientation, or membership or nonmembership in the F.O.P.

AKL  
01-21-97  
cm 7/1/97

## ARTICLE 10 - OUT OF TITLE WORK

1. When an officer is temporarily transferred to work in the job title of Sergeant or Detective, such assignment may be made without regard to seniority or the posting/promotion clause of this Agreement for periods of up to thirty (30) days unless the time is mutually extended by Rutgers and the F.O.P. If after thirty (30) days, an extension period has not been agreed upon, the officer shall revert to his permanent rank and job function. If the department continues to fill the position with a University Police Officer, it will rotate qualified bargaining unit personnel, on that campus, through the vacancy every thirty (30) days (unless an extension of time has been mutually agreed upon) so as to equalize opportunities for experience in the promotional title. An officer who does not wish to rotate into the position shall advise the department.

2. Language to remain the same as in the current contract.
3. Delete.

Can 7/22/97  
AKL 7/22/97

F.O.P. - Primary Unit  
Arbitrator's Language  
April 29, 1997

#### ARTICLE 11 - POSTING AND PROMOTION

1. A permanent job opening in the Sergeant and Detective job title shall be posted on appropriate bulletin boards (except for positions subject to the recall provisions or positions which are filled internally within the FOP-S unit) for a period of fifteen (15) working days. Copies of such postings shall be furnished to the F.O.P. spokesperson when such postings commence. Probationary officers are ineligible to bid for permanent job openings. The posting shall contain the following information: a brief description of the position; qualifications required; location; shift and days off where applicable; salary range; and procedure to be followed by officers interested in making application.

2. Language to remain the same as in current contract.

3. Language to be transferred to Article 9, Seniority.

4. Current language becomes paragraph 3.

4. Notwithstanding anything in this Agreement concerning posting, Rutgers retains the sole and exclusive managerial prerogative to exercise its unreviewable discretion concerning whether, by whom, and how to fill promotional positions and any decisions it makes on that subject shall not be subject to this Agreement's grievance and arbitration procedures.

CM 7/22/97  
AKL 7/22/97

#### Move to Article 9 - Seniority

3. L An officer who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain and accumulate his/her seniority as provided for in this Agreement for a period of one (1) year from the date of the promotion or transfer, during which period of time the officer may be returned to work in a position within the unit comparable to the one which he/she held at the time of his/her promotion or transfer.

AKL  
01-21-97  
CM 11-21-97



R1-8

## Article 18 - Salary

## Appointment to Senior Rank

After a sergeant or a detective has completed five years of service in his/her rank, he/she will be appointed to the senior rank of the title provided he/she has notified, in writing, his/her supervisor that he/she has completed five years of service in his/her rank and provided he/she has not been suspended for poor work performance in the previous year. Upon appointment to Senior rank, the officer shall be placed at the Step on the applicable Guide for Senior ranks which provides a rate equal to the rate previously applicable to that officer on the applicable non-Senior rank guides. If there is no equal rate, the officer shall be placed on the next higher Step on the Senior rank guide, but in no event shall any officer receive a salary more than the top step on the Senior Officer Guide.

AKC  
02-25-97

cm 8/25/97

## RUTGERS POP - PRIMARY UNIT

## ARTICLE 22. OVERTIME

1. Overtime requested and authorized by the University Police Department shall be compensated in accordance with existing calculations. That is:

Reimbursable assignments and commencement exercises-

Officers are compensated at time and one half;  
In addition:

Departmental assignments-

Officers whose regular schedule is 40 hours per week will be compensated at time and one half after working in excess of 40 hours in a workweek;

Officers whose regular schedule is 4 x 4 with 20-hour bank (160 hours over a 28-day cycle) will be compensated at time and one half after the officer has completed 12 hours of bank time, exclusive of training days, within the 28-day cycle.

2. Rutgers will isofar as possible provide an eq. opportunity for overtime work and shall maintain an overtime log for this purpose which shall be available to the F.O.P. for review.

3. Officers covered by this Agreement will be assigned to appropriate work in connection with University sponsored events to the extent they are available prior to employing non-Rutgers personnel.

4. In the event that there are an insufficient number of officers willing to cover a given overtime assignment, then Rutgers may assign the necessary number of officers to cover the assignment.

CM 8/7/97  
AKL 8/7/97

F.O.P. Primary Unit  
Mutual Agreement  
April 29, 1997

ARTICLE 25 - ON CALL

Union agreed to Rutgers' proposal to delete article in its entirety as it referred to Detectives (no longer in bargaining unit).

cm 7/22/97  
AKL 7/22/97

FOP-P  
8/19/97

ARTICLE 28 - UNIFORMS

2. Each officer shall receive an annual uniform maintenance allowance, payable quarterly, of \$475 effective July 1, 1995; \$500 effective July 1, 1996 and \$525 effective July 1, 1997.

*Om* 8/19/97  
*AKL* 8/19/97

F.O.P. - Primary Unit  
Mutual Agreement  
April 29, 1997

### ARTICLE 33 - CHANGE IN WORK SHIFTS

Not less than thirty (30) calendar days prior to effecting a change in the regular starting time of work shifts, Rutgers shall discuss such change and the need for such change with the representative of the F.O.P. unless emergency situations make such notice and prior discussion impractical. Rutgers shall notify the President or Representative of the F.O.P. when such actions are to take place.

*Cm 1/22/97*      *AKL 7/22/97*

Rutgers Counterproposal to FOP-P  
1/27/97

ARTICLE 40 - University Procedures

Add at end:

Neither party waives any rights it may have by virtue of the New Jersey statutes. Copies of all university procedures, and revisions thereto, pertaining to officers in this unit shall be given to the FOP president or his/her designee as soon as they are promulgated.

*Apokiserson*

*Cm 7/22/97  
AKL 7/22/97*

Rutgers Counterproposal to FOP-P  
1/27/97

ARTICLE 41 - Miscellaneous

Modifv #2 by incorporating Rutgers' July 8, 1996 counterproposal and language discussed at the 1/21/97 negotiations. The 1/21/97 changes are bolded.

Neither party waives any rights it may have by virtue of the New Jersey Statutes. Copies of departmental rules and regulations and of general orders, and revisions thereto, pertaining to officers in this unit shall be given to the FOP Spokesperson or his/her designee as soon as they are promulgated.

Cm 7/22/97  
AKL 7/22/97

AUG-13-1997 08:52

RUTGERS EMPLOYEE RELATION

7:15  
P.03

AUG-07-1997 09:40

RUTGERS EMPLOYEE RELATION

P.04

FOP-P  
August 7, 1997

ARTICLE 41 - Miscellaneous

43. Officers who are required to work for more than two (2) hours beyond their regular shift shall be eligible for one meal allowance of six dollars (\$6.00) effective upon ratification and six dollars twenty-five cents (\$6.25) effective January 1, 1998.

AKL 8/7/97  
Cm 8/18/97



RUTGERS PROPOSAL TO FOP-P June 21, 1996

ARTICLE 42 - LEAVE OF ABSENCE

Modify as underlined to recognize the federal statute; the rest remains the same.

2. Medical Leave

When an officer is unable to perform the duties of his/her job because of a medically substantiated illness or injury and has used all accumulated earned time, the department may grant a medical leave of absence without salary for a period of up to three months in accordance with the federal Family & Medical Leave Act.

*Ami 7/26/96*  


F.O.P. - Primary Unit  
Arbitrator's Language  
April 07, 1997

#### ARTICLE 43 - SEVERABILITY

Rutgers and the F.O.P. understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of the Agreement. Further, upon a request by the union, the parties shall meet to negotiate the impact.

*Cm 7/22/97*  
*AKL 7/22/97*

## **APPENDIX B**

**AGREEMENT**

Change of union from the FOP Command Officers Association  
to: Fraternal Order of Police, Lodge No. 62A, Superior  
Officers Association (FOP-~~SOA~~).

*cm 9/9/96*  
*AKL 9/9/96*

Rutgers Proposal to FOP-C  
9/27/96

## ARTICLE 2 - RECOGNITION

Modify as discussed at the September 9 negotiations:

FOP-S  
Rutgers recognizes the ~~Union~~ as the sole and exclusive bargaining agent of full-time officers employed as University Police Sergeants and Senior Sergeants, Detectives and Senior Detectives, and Lieutenants in the Rutgers Police Department but excluding probationary employees and all other employees. Where the term "officer" or "officers" is used in this Agreement, it shall mean personnel in all titles.

Am 10/29/96  
AKL 10-29-96

7/22/97

FOP-S

## 1. Article 4 - Union Representatives.

3. Rutgers agrees to permit authorized representatives of the Union employed by Rutgers to take time off without loss of pay for the purpose of attending Union conventions, conferences, and educational classes in an amount not to exceed seven (7) days per year during the period of this Agreement. No more than four (4) days per year may be used by Representatives on any one campus. Permission shall not be unreasonably withheld. Names of persons attending such activities and time to be charged shall be certified in writing ~~by the Union~~ to the Office of Employee Relations. AKL 8/7/97

Cm 8/18/97

AKL 8/7/97

Cm 8/18/97

Rutgers Counterproposal to FOP-C  
9/27/96

ARTICLE 5 - RULES AND REGULATIONS

Modify by incorporating proposals of 8/13 and 9/9 and adding the underlined sentence as discussed on 9/9.

...concern as provided for in Article 6. Neither party waives any rights it may have by virtue of the New Jersey statutes. Copies of departmental rules and regulations and of general orders, and revisions thereto, pertaining to officers in this unit shall be {made-available} given to the FOP president or his/her designee as soon as they are promulgated.

Cmc 10/29/96  
AKL 10/29/96

Rutgers to FOP-C  
9/27/96

ARTICLE 7 - POLICE OFFICERS' BILL OF RIGHTS

Modify #4 by adding as underlined to avoid confusion with the change of the Union's name:

4. An officer being formally questioned by the Hearing Board or an investigating [superior] officer investigating his/her alleged violation of the Weapons Policy shall be entitled to have F.O.P. representation during such questioning.

Cmm 10/29/96  
AKL 10/29/96

Rutgers Counterproposal to FOP-C  
8/13/96

ARTICLE 7 - POLICE OFFICERS' BILL OF RIGHTS

Modify #6 by adding as underlined:

6. When a written complaint or a derogatory memo against an officer is to be placed in his/her personnel file, the officer will be given two copies of the document. The officer shall return one copy signed and dated for the file. the signature serving to acknowledge only that he/she has read the document, and not necessarily that he/she agrees with the contents thereof. The officer shall have the right to submit to the Chief or his/her designee a written answer which shall be attached to the file.

Cmm 9/9/96  
AKL 9/9/96



AUG-07-1997 09:33

RUTGERS EMPLOYEE RELATIONS

P.02

FOP-3

August 7, 1997

## ARTICLE 8 - GRIEVANCE PROCEDURE

## 1. Current language

2. Any grievance of an officer, or the Union, shall be handled in the following manner, except that a general grievance, one that may affect all or a group of officers, may be presented by the union at Step 1:

## Step 1

The grievant (an officer or the union on his/her behalf) shall present the grievance in writing within fifteen (15) working days after the occurrence of the event or the knowledge of the event out of which the grievance arises to the lowest level of supervision that is appropriate to the grievance. The Supervisor shall, within three (3) working days arrange a meeting with the officer and shall attempt to adjust the grievance and shall have a written answer to the officer and Union within five (5) working days after the meeting. The officer may be accompanied by a Union representative at such meetings.

## Step 2

*THE CHIEF OF THE APPROPRIATE CAMPUS*

If the officer and/or Union is dissatisfied with the decision, the written grievance may be presented to the next level of authority within three working days of the receipt of such decision. This next level of authority or his/her designee [or...appropriate...] shall meet with the officer and the Union representative (if the officer wishes such representation) within five (5) working days following receipt of the grievance and shall render a written decision to the officer and his/her representative within five (5) working days of such meeting. Copies of the written grievance and decision shall be forwarded to the Office of Employee Relations and to the President of the Union.

## Step 3

If the officer and/or FOP is dissatisfied with the decision at Step 2, the written grievance may be presented in writing to the Office of Employee Relations within five (5) working days of receipt of the Step 2 decision, with a copy to the Step 2 level of authority. The Office of Employee Relations shall arrange for a meeting with the officer and FOP representative within five (5) working days of receipt of the grievance. A written decision shall be rendered by the Office of Employee Relations within five (5) working days of such meeting.

## Step 4

If the Union is not satisfied with the decision at Step 3, the Union may, within fifteen (15) working days after the receipt of the written decision of the third step hearing office, submit the grievance to binding arbitration with notice to the Office of Employee Relations.

AUG-27-1997 08:33

RUTGERS EMPLOYEE RELATION

P.23

## Grievance Procedure FOP-S cont'd

Rutgers and the Union agree that the arbitrator to be chosen jointly shall be selected by petitioning the New Jersey Public Employees Relations Commission to provide a list of ad hoc arbitrators...in accordance with the rules and procedures of PERC. Each party shall be responsible.....

3 - 3 remain the same.

6. An individual unit member may process a non-disciplinary grievance through Step 3 of the grievance procedure without the union's assistance provided: (a) that the Union shall have the right to be present at any meeting concerning the grievance, and (b) that the resolution of any such grievance shall not be inconsistent with the terms of the Agreement.

AKL 8/7/97  
cm 8/18/97

## Rutgers Proposal to FOP-C

9/27/96

## ARTICLE 9 - NONDISCRIMINATION

Modify as underlined:

There shall be no discrimination by Rutgers or the F.O.P. against any officer or applicant for employment because of race, creed, color, sex, sexual orientation, religion, marital status, national origin, handicap disability, status as a Vietnam-era Veteran or disabled Veteran, or membership or nonmembership in the Union.

Am 10/27/96  
AKL 10/29/96

To FOP-C  
9/27/96

# ARTICLE 10 - SENIORITY & LAYOFF

Modify Sections 1, 2, 5 due to unit clarification and after discussion on 9/9 of the 8/13 proposal.

1. Officers shall be considered as probationary employees for the first six (6) months of the employment. Probationary employees shall not be entitled to utilize the provisions of Article 8 - Grievance Procedure. However, the provisions of this paragraph shall not apply to any sergeant, detective, or lieutenant promoted from within the University Police Department.

2. Seniority for the purpose of layoff shall be based upon an officer's continuous length of service in the title within the negotiations unit covered by the Agreement [~~except that Sergeants and Detectives entering the unit effective June 15, 1995 will retain the seniority accumulated while they were represented by FOP-P~~]. Seniority units are:

Camden UPD  
Newark UPD  
New Brunswick UPD

5. A. When Rutgers decides to lay off an officer:

- 1) Notice will be given to the officer whose job is being eliminated.
- 2) The officer who has been noticed may displace the least senior officer in his/her title in the seniority unit.
- 3) The officer thus displaced may then displace the least senior officer in a lower title in the seniority unit which he/she has most recently held.

For purposes of 2) and 3), the least senior officer must also be less senior than the displacing officer. In all cases, an officer who is displacing another officer must have the ability and qualifications to perform the specific job duties of the least senior officer.

For purposes of this paragraph A, the term lower title refers to the Sgt. and Senior Sgt. titles combined and the Det. and Senior Det. titles combined.

An officer exercising his/her right to displace an officer in a lower title will be paid at the rate of that job.

This procedure does not apply to a temporary layoff of three months or less.

B. Recall. Recall of laid-off officers will be to the title and in the seniority unit from which they were laid off. They will be recalled in order of seniority provided they have the ability to perform the work available. For the purpose of this paragraph, the term recall refers to an officer who has displaced another officer in a lower title under #5.A. as well as one who has been laid off entirely.

-continued-

## ARTICLE 10 - SENIORITY &amp; LAYOFF cont'd.

6. a. [remains the same.]

FF6 cm 10/29/96  
AKL 10/29/96

b. When Rutgers assigns a lieutenant to such temporary work for a period in excess of five (5) continuous days...

c. When Rutgers assigns a sergeant or detective to temporarily work in another job title, the officer upon completion of the third (3rd) continuous working day or the completion of a complete tour, whichever is less, shall be entitled to receive extra pay for the period of temporary assignment retroactively to the first day of the temporary assignment, the rate of pay being equal to one unit of increase in his/her range as appropriate for that time period.

-continued-

|                                                                           | Lieutenants | Senior Sergeant | Sergeant | Senior Detective | Detective | Office |
|---------------------------------------------------------------------------|-------------|-----------------|----------|------------------|-----------|--------|
| <b>LIEUTENANT</b><br>Camden<br>Johnson                                    | 12/01/94    |                 | 9/87     |                  |           | 7/84   |
| Newark<br>Hahn                                                            | 01/23/95    |                 | 9/89     |                  |           | 4/87   |
| Burt                                                                      | 01/24/95    |                 | 8/91     |                  |           | 8/84   |
| Kozakiewicz                                                               | 04/15/96    |                 |          | 7/92             | 4/79      | 1/74   |
| Prendeville                                                               | 04/16/96    | 7/92            | 1/80     |                  |           | 9/73   |
| NB<br>Pelletier                                                           | 02/15/88    |                 | 7/86     |                  |           | 1/79   |
| Kosinski                                                                  | 04/30/88    |                 | 10/85    |                  |           | 1/79   |
| Kull                                                                      | 07/15/93    |                 |          |                  | 5/90      | 4/87   |
| Valentine                                                                 | 04/14/93    |                 | 5/88     |                  |           | 10/80  |
| Tanko                                                                     | 03/03/94    |                 |          |                  | 6/90      | 4/87   |
| Zawistowski                                                               | 01/28/94    |                 | 9/91     |                  |           | 9/81   |
| <b>SENIOR SGTS</b><br>Camden<br>Walen                                     |             | 05/08/96        | 05/8/91  |                  |           | 12/89  |
| Newark                                                                    |             |                 |          |                  |           |        |
| New Brunswick<br>Kriz                                                     |             | 07/01/92        | 05/28/88 |                  |           | 4/81   |
| Phadden                                                                   |             | 07/01/92        | 01/22/78 |                  |           | 3/73   |
| Oliver                                                                    |             | 07/01/92        | 07/07/79 |                  |           | 1/74   |
| Thomason                                                                  |             | 07/01/92        | 01/28/80 |                  |           | 1/79   |
| <b>SENIOR DETECTIVES</b><br>Camden<br>Newark<br>New Brunswick<br>McIntyre |             |                 |          | 07/01/92         | 07/07/86  | 11/73  |
| O'Neal                                                                    |             |                 |          | 07/01/92         | 07/07/86  | 7/80   |
| Pagano                                                                    |             |                 |          | 07/01/92         | 10/28/85  | 2/79   |
| <b>SERGEANTS</b><br>Camden<br>Amorin                                      |             |                 | 12/01/94 |                  |           | 4/93   |
| Boyle                                                                     |             |                 | 11/01/94 |                  |           | 4/92   |
| Capelli                                                                   |             |                 | 11/01/94 |                  |           | 4/92   |
| Newark<br>Hart                                                            |             |                 | 03/03/95 |                  |           | 2/90   |
| Reilly                                                                    |             |                 | 03/13/95 |                  |           | 2/92   |
| New Brunswick<br>Wolf                                                     |             |                 | 03/03/94 |                  |           | 4/80   |
| Fisher                                                                    |             |                 | 03/03/94 |                  |           | 1/90   |
| Harris                                                                    |             |                 | 07/15/93 |                  |           | 2/90   |
| <b>DETECTIVES</b><br>Camden<br>Berrios                                    |             |                 |          |                  | 03/11/96  | 11/90  |
| Newark                                                                    |             |                 |          |                  |           |        |
| New Brunswick<br>Ackerman                                                 |             |                 |          |                  | 06/27/94  | 4/87   |
| Morgan                                                                    |             |                 |          |                  | 03/07/95  | 11/87  |

To FOP-C  
9/27/96

Added a sentence to #2 (underlined) to take care of workers' comp question raised on September 9, and a general informational provision (#3 underlined) to alert officers to the family leave acts. Placed the "personal leave" last so as not to cause confusion between this and entitlements under the family leaves.

#### ARTICLE 16 - LEAVES of ABSENCE

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, short-term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extension, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to disabilities due to the above causes as they are applied to other short-term disabilities incurred by members of the bargaining unit.
2. Medical Leave. When an officer is unable to perform the duties of his/her job because of a medically substantiated illness or injury and has used all accumulated earned time, the department may grant a medical leave of absence without salary for a period of up to three months, in accordance with the federal Family & Medical Leave Act. If the illness or injury is job-related, refer to Article 23-Workers' Compensation.
3. New Jersey Family Leave and federal Family & Medical Leave Acts. When an officer needs a leave of absence for his/her own serious health condition, disabilities caused by pregnancy and childbirth, care of a newborn child, placement of an adopted or foster child, or for care of a family member with a serious health condition, the officer should request information from the department about entitlements under these family leave acts
4. Personal Leave. The department does not normally grant an extended leave of absence. If an officer is confronted with a situation of very unusual circumstances, the officer should explain these circumstances in writing to the Chief for consideration.

C/M 10/27/96  
AKL 10/29/96

-continued-

4/1/97  
REVIEW

FOP-S

7/22/97

## ARTICLE 19 - OVERTIME

A. Lieutenants

1. Add a sentence to current language. #1 will read

OR FOP  
REVIEWBut not  
training  
days

Lieutenants shall not be paid overtime, except as set forth in the following paragraphs, until they have worked more than 45 hours in a workweek. A Lieutenant assigned to the 4 x 4 (160 hour/28 day) cycle will receive compensation for working more than 5 hours over the 40-hour 4-day work period only if he/she has completed bank time. Compensation for hours worked beyond 45 in a workweek may be hour for hour compensatory time off or in cash in accordance with paragraph 4 below.

OPEN →

2. Use current language. (call back)
3. Use current language. (court appearances)
4. Use current language. (when straight-time comp is cash & when time off)
5. Use current language. (time-and-a-half assignments)

B. Sergeants and DetectivesFOR FOP  
REVIEW

1. Overtime requested and authorized by the University Police Department shall be compensated in accordance with existing calculations. That is:

Reimbursable assignments and commencement exercises -

Sergeants and Detectives are compensated at time and one half in addition:

Departmental assignments -

Sergeants and Detectives whose regular schedule is 40 hours per week will be compensated at time and one half after working in excess of 40 hours in a workweek:

Sergeants and Detectives whose regular schedule is 4 x 4 with a 20 hour bank (160 hours over a 28-day cycle) will be compensated at time and one half after the officer has completed 12 hours of bank time within the 28-day cycle.

2. A Sergeant or Detective called back to work after he/she has completed his/her regular workshift and has left his/her place of work, shall be guaranteed a minimum of four hours pay. Such officer shall be required to work all hours which are required by his/her supervisor. If the officer elects to leave before the end of the four hours, and the supervisor approve he/she will be paid only for the time actually worked.

C. General Provisions

1. Rutgers will insofar as possible provide an equal opportunity for overtime work and shall maintain an overtime log for this purpose which shall be available to the F.O.P. for review. Sergeants and Detectives will be assigned to appropriate work in connection with University sponsored events the extent they are available prior to employing non-Rutgers personnel. In



the event that there are an insufficient number of Rutgers personnel willing to cover a given overtime assignment, then Rutgers may assign the necessary number.

2. A Sergeant or Detective who is required to appear as a witness before any court, judicial or quasi-judicial body or agency in connection with the responsibilities related to official duties shall be compensated for such time. If the off-duty appearance is less than two (2) hours, he/she shall be guaranteed a minimum of two (2) hours pay.

Officers shall be reimbursed for such expenses as parking fees and toll fees in connection with such appearances.

~~1. Absences caused by sickness or other personal reasons shall not be compensated for the purpose of calculating overtime.~~

FOR DELETED

AKL  
8/19/97

{ A-C OK  
W/ EXCEPTIONS:  
A:4 COMP TIME - OPEN  
C:3 DEDUCT SICK-OPEN

Cm  
8/18/97



Cite 10/29/96  
AKL 10/29/96

Rutgers Counterproposal to FOP-C Proposal  
8/13/96

Modify as underlined:

## ARTICLE 21 - AUTOMOBILE MILEAGE

All officers traveling on behalf of the University on official business at the explicit direction of his/her superior, shall be paid for reasonable expenses incurred in such travel. When an officer is required to use his/her personal automobile on authorized Rutgers business, such use is reimbursable at the rate of twenty-five (.25) cents per mile effective upon ratification, which amount will cover all related expenses. The officer must carry Automobile Liability Insurance with liability limits of at least 25/50/10. The cost of any physical damage to the vehicle is the sole responsibility of the owner. Any accident must be reported to the Rutgers Insurance Department.

9/9/96

cm

AKL  
9/9/96

F.O.P. - Superiors Unit  
Arbitrator/Mutual Lang.  
March 31, 1997

ARTICLE 22 - ON CALL

1. Lieutenants and Detectives who are regularly scheduled to be "on-call" to receive communications from the University Police Department shall be compensated at the rate of \$275 per quarter effective the quarter after ratification of this Agreement.

2. If for any reason a Detective cannot perform the on-call duty for which he or she is scheduled, that detective, upon return, shall perform the next scheduled on-call duty of the Detective who replaced him or her.

*Om 8/5/97*  
*AKL 8/5/97*

16:16

## 24. CHANGE IN WORK SHIFTS

Para. 1. Delete in its entirety. Substitute the following:

1. Codify Work Schedule. New Brunswick: In accordance with existing practice, shift lieutenants shall work the 4-and-4 work schedule (4 consecutive days on followed by 4 consecutive days off) consisting of steady ten (10) hour shifts of 7am-5pm or 7pm-5am for a total of forty (40) hours per week. Administrative lieutenants shall work a standard 5-and-2 work schedule (Monday through Friday) eight (8) hour days. (Camden and Newark lieutenants shall continue to work the existing schedules on their respective campuses.)

2. Sergeants and lieutenants shall separately bid for steady shifts on a seniority basis each year except that management may deviate from said seniority system when necessary to accomplish a governmental policy goal--requiring special skills, training, meeting emergencies, etc.

*FF3 cm 11/6/96*  
3. Exchange of Duty Tours. Sergeants and Detectives may be given permission to exchange tours of duty <sup>UPON WRITTEN REQUEST</sup> within their rank for their own benefit, provided no overtime accrues to either officer and provided no meal allowance need be paid. A strict accounting must be kept of approved exchanges.

*FF4 cm 11/6/96*  
4. Exchange of Duty Tours. Lieutenants may be given permission to exchange tours of duty <sup>UPON WRITTEN REQUEST</sup> within their rank for their own benefit provided no meal allowance need be paid. ✓ A strict accounting must be kept of approved exchanges. **ANY SUCH EXCHANGE MUST NOT ACCRUE ANY ADDITIONAL COST TO THE DEPARTMENT.**  
*cm 11/6/96 MKI*

16:17

## 27. UNIVERSITY PROCEDURES

Para. 1 add. Neither party waives any rights it may have by virtue of the New Jersey statutes. Copies of all university procedures, and revisions thereto, pertaining to officers in this unit shall be given to the FOP president or his/her designee as soon as they are promulgated.

CM 11/6/96  
AKL 11-06-96

FOP-S  
8/19/97

ARTICLE 30 - MISCELLANEOUS

1. Each officer shall receive an annual uniform maintenance allowance, payable quarterly, of \$475 effective July 1, 1995; \$500 effective July 1, 1996 and \$525 effective July 1, 1997.

cm 8/19/97  
AKL 8/19/97

F.O.P. - Superiors Unit  
Per Primary Unit Sign-Off  
July 22, 1997

#### ARTICLE 31 - SEVERABILITY

Rutgers and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of the Agreement. Further, upon a request by the union, the parties shall meet to negotiate the impact.

*Om 8/5/97*  
*AKL 8/5/97*



16:20



### 33. POSTING AND PROMOTION

Codify from Primary contract, Article 11, as follows:

1. A permanent job opening which represents a promotional opportunity in the department shall be posted on appropriate bulletin boards for a period of fifteen (15) working days. Copies of such postings shall be furnished to the FOP spokesperson when such postings commence. ~~BEEN IN THEIR CURRENT TITLE FOR SIX (6) MONTHS ARE ELIGIBLE TO BID ON PERMANENT JOB OPENINGS.~~ *OFFICERS WHO HAVE PROBATIONARY*

The posting shall contain the following information: a brief description of the position; qualifications required; location; shift and days off where applicable; salary range; and procedure to be followed by officers interested in making application.

2. Upon promotion <sup>TO A HIGHER RANK, cm 11/6/96</sup> an officer shall be informed of his/her new rate of pay.

3. Each officer's promotion board test results will be posted as soon as feasible after the testing. Such test scores will be posted in a manner that will preserve the privacy of the test takers.

~~#4. TRANSFER ARTICLE 10, SECTION 7 TO HERE. FROM FOP-C CONTRACT.~~ *cm 11/6/96*

5. ~~4~~ Special Duty Positions. When a special duty position becomes available within a sergeant or detective classification, notice of that position will be posted for a period of one (1) week. Officers who wish to be considered for the position should make a request for consideration in writing to the appropriate supervisor. Such requests shall be considered before an appointment is made.

