

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of Interest Arbitration Between:

BROOKDALE COMMUNITY COLLEGE

"Employer,"

- and -

FOP LODGE 79

"Union."

**INTEREST ARBITRATION
DECISION AND
AWARD**

Docket No. IA-2002-80

**Before
James W. Mastriani
Interest Arbitrator**

Appearances:

For the Employer:

Robert E. Murray, Esq.
The Murray Law Firm
Charlene E. Alexander, Esq.
On the brief

For the FOP:

David J. DeFillippo, Esq.
Klatsky, Sciarrabone & DeFillippo

I was appointed to serve as interest arbitrator by the New Jersey Public Employment Relations Commission in accordance with P.L. 1995, c. 425, in this matter involving Brookdale Community College [the "College"] and FOP Lodge 79 [the "FOP"]. Pre-arbitration mediation sessions were held. Although the disputed issues were narrowed, the impasse was not resolved requiring formal interest arbitration proceedings. At hearing I received testimony and documentary evidence. Post-hearing briefs were submitted by both parties.

FINAL OFFERS OF THE PARTIES

As required by statute, the College and the FOP submitted the following final offers prior to the commencement of formal hearings.

Brookdale FOP Lodge 79

1. The FOP proposes a three (3) year contract.

2. Article 6.7 – Clothing Allowance

Increase clothing allowance for uniform police officers from \$500.00 by \$200.00 for each year of the contract. For security guards/dispatchers, increase clothing allowance by \$100.00, each year of the contract.

3. Article 3.4 – Union Leave

Add the following clause to the end of this provision:

The college shall grant time off with pay to FOP representatives as well as necessary witnesses to attend any and all interest arbitration hearings; and PERC or other administrative hearings.

4. Article 4.2 – Change in Starting Time of Shifts

The college shall provide twenty-four (24) hour advance notice to all affected officers when his/her shift is changed or otherwise modified.

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The college shall provide twenty-four (24) hour advance notice to all affected officers when his/her shift is changed or otherwise modified.

5. Article 7 – Promotion and Transfer

Revise 7.3 to read as follows:

In the event a regular employee is assigned to perform the duties of a higher rank, regardless of duration of said assignment, said employee shall receive the rate of pay for the higher rank. If the employee works the majority of hours on a shift at the higher rank, he/she shall be paid for the entire date at the rate of pay for the higher rank.

6. Article 12 – Fringe Benefits

Sections 12.1; 12.2 and 12.3 shall be revised so as to apply to all retired employees and their respective spouses and dependent children.

7. Sick Leave Buyout

Upon retirement, the college shall compensate each employee for any and all unused and accumulated sick leave at the employee's current rate of pay. In the event an employee expires prior to retirement, the college shall pay his/her surviving spouse (or other heir) for all accumulated unused sick leave at the employee's rate of pay at the time of his/her demise.

8. Article 18.6 – Shift Differential

Increase shift differential for second shift (i.e., 4:00 p.m. to 12:00 midnight) from twenty cents (20 cents) per hour to eighty cents (80 cents) per hour. Increase shift differential for third shift (i.e., 12:00 midnight to 8:00 a.m.) from twenty five cents (25 cents) per hour to one dollar (\$1.00) per hour.

9. Article 18.11 – Longevity

All employees shall be compensated with the following longevity compensation, which shall be rolled into his/her regular base pay as follows:

After Five Years of Service	4%
After Ten Years	6.5%
After Fifteen Years	9%

After Twenty Years	11.5%
After Twenty-Five Years	14%

10. Article 18.1 – Salary

Security guards and dispatchers shall receive \$511.00 plus 4.2% annual raise for the first year of the contract. Security guards and dispatchers shall receive \$160.00 plus 4.2% for the second year of the contract. Security guards and dispatchers shall receive a 4% raise in the third year of the contract.

For patrol officers and sergeants, the following classification and compensation schedule shall be established, retroactive to July 1, 2002:

18.1 Effective July 1, 2002, the following CLASSIFICATION AND COMPENSATION SCHEDULE is established. Progression for Police Officer must be accompanied by a minimum "Meets Standards" evaluation.

The starting salary for a Dispatcher shall be: \$23,966

The starting salary for a Security Guard shall be: \$23,966

The starting salary for a Probationary Police Officer shall be 60% of the Senior Police Officer starting salary.

The salary for a Police Officer who has completed one year of service shall be 70% of the Senior Police Officer starting salary.

The salary for a Police Officer 1 who has completed two years of service shall be 80% of the Senior Police Officer starting salary.

The salary for a Police Officer II who has completed three years of service shall be 90% of the Senior Police Officer starting salary.

The salary for a Senior Police Officer who has completed four years of service shall be: \$48,334

The starting salary for a Sergeant shall be: \$50,751

18.2 Effective July 1, 2003, the following CLASSIFICATION AND COMPENSATION SCHEDULE is established. Progression for Police Officer must be accompanied by a minimum "Meets Standards" evaluation.

The starting salary for a Dispatcher shall be: \$24,973

The starting salary for a Security Guard shall be: \$24,973

The starting salary for a Probationary Police Officer shall be 60% of the Senior Police Officer starting salary.

The salary for a Police Officer who has completed one year of service shall be 70% of the Senior Police Officer starting salary.

The salary for a Police Officer 1 who has completed two years of service shall be 80% of the Senior Police Officer starting salary.

The salary for a Police Officer II who has completed three years of service shall be 90% of the Senior Police Officer starting salary.

The salary for a Senior Police Officer who has completed four years of service shall be: \$50,364

The starting salary for a Sergeant shall be: \$52,883

18.3 Effective July 1, 2004, the following CLASSIFICATION AND COMPENSATION SCHEDULE is established. Progression for Police Officer must be accompanied by a minimum "Meets Standards" evaluation.

The starting salary for a Dispatcher shall be: \$26,022

The starting salary for a Security Guard shall be: \$26,022

The starting salary for a Probationary Police Officer shall be 60% of the Senior Police Officer starting salary.

The salary for a Police Officer who has completed one year of service shall be 70% of the Senior Police Officer starting salary.

The salary for a Police Officer 1 who has completed two years of service shall be 80% of the Senior Police Officer starting salary.

The salary for a Police Officer II who has completed three years of service shall be 90% of the Senior Police Officer starting salary.

The salary for a Senior Police Officer who has completed four years of service shall be: \$52,480

The starting salary for a Sergeant shall be: \$55,104

Brookdale Community College's Final Offer

1. BCC Proposes a three (3) year contract.
2. The Borough proposes across-the-board increases to base salaries as follows:

Contract Year	Increase
02-03	4.2%
03-04	\$160 +4.2%
04-05	4.0%

Thus, the minimum salaries for each year identified would increase 4.2%, \$160.00 +4.2% and 4.0% respectively. In year 2003-04, the minimum salary range would not increase by \$160. That amount would only be calculated as part of a general increase. BCC proposes to establish two (2) new steps for all patrolmen hired on or after January 1, 1998.

3. BCC's proposed change for Article 4.5 – The College seeks clarifying language as follows: "Such emergency shall include any unusual condition caused by any circumstance or situation, whereby the safety of the public is endangered or imperiled, which determination shall be made by the Chief of Police, at his sole discretion, or by his designee."
4. BCC's proposed change to Article 16.1, p. 22 – Omit Veteran's Day and Washington's Birthday.
5. BCC's proposed change for Article 18.4, p. 29 – Omit the last two lines and replace them with the following: "For past experience, not to exceed 4 years of credit."

The College and the FOP have offered testimony and substantial documentary evidence in support of their final offers. Numerous College and FOP exhibits were received in evidence. I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g (1) through (8) which I find relevant to the resolution of these negotiations. These factors, commonly called the statutory criteria, are as follows:

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

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

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

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

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

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

(4) Stipulations of the parties.

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

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

(7) The cost of living.

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

BACKGROUND

The College maintains a Police Department. The FOP has been recognized by the College as the majority representative of full-time personnel assigned to the College Police Department. The bargaining unit consists of sergeants and police officers and certain other titles so assigned, among them probationary officer, security guards and police dispatcher. At time of hearing,

there were 4 sergeants, 2 officers in the Police Officer II title, 4 probationary police officers, 5 security officers, and 2 dispatchers.

The College is a community college with a main campus in Lincroft, New Jersey. The College has several learning centers: Bayshore Area Learning Center, Long Branch Learning Center, Western Monmouth Higher Education Learning Center and the Asbury Park Education Resources Center. More recently the College has added a Wall Township facility on the site of the former Fort Evans. Uniformed patrol personnel maintain mobile, bicycle and foot patrols on the main campus. These police officers have full arrest powers and graduate from police academy training. The police officers are supplemented, especially at the off-campus learning centers, by security officers who are uniformed but do not have police powers. The enrollment at the College has steadily climbed and now totals 13,000 full-time and part-time students. In 2002, the College graduated 1,346 students, ranking third in student enrollment.

During the hearing, substantial evidence was presented concerning salary and benefit comparables. Indeed, the main arguments of the parties emphasize the factor of comparability although they dispute which categories of the comparables are appropriate. The FOP places great emphasis on comparisons with municipal police departments within Monmouth County and contends that these comparisons require adoption of its last offer in order to bring unit employees "into the twenty-first century." The College rejects the FOP's reliance

on comparisons with municipal police departments. Instead, the College urges that internal comparisons be examined asserting that a pattern of settlement be honored between this unit and other bargaining units within the College. In addition, the College contends that comparisons among campus police departments are more appropriate comparisons than comparisons among nearby municipalities. When such comparisons are made, the College concludes that they reflect the reasonableness of its last offer. The FOP rejects the College's contentions on this point because of its objective to bring this bargaining unit in line with municipal police departments in Monmouth County.

The College and the FOP are also in disagreement concerning the financial condition of the College including the financial impact of funding the Union's last offer. The College cites the certification of George Fehr, its Vice President for Business and Finance, who is responsible for preparing the College's budget. According to Fehr, the College requires a Fund Balance of \$1,700,000 in order to balance its FY 2005 budget. Because the College projected a Fee Balance of \$506,193 as of July 1, 2003, Fehr projects a budget deficit of \$1,200,000. In addition, the College's employee health insurance costs for calendar year 2003 increased by \$1 million, an increase of 24%. These costs are in addition to an 18% increase the previous year. The FOP disagrees with the College's assessment of its financial condition. The FOP argues that the College "is in excellent financial shape and well-equipped to fund the FOP's economic proposals." The FOP cites documents reflecting that the College's

revenue from tuition has increased from \$16,852,862 in 1999 to \$20,360,937 in 2002, an increase of 21%. The FOP also points to documents reflecting that when the College's total revenues are considered, the College received nearly \$4 million in excess revenue over expenses. Citing a 2001-2002 Annual Report, the College's total revenues were \$62,304,452 compared to its total expenditures which amounted to \$58,331,646. According to the FOP, the excess revenues are a continuation of a trend in that the excess revenue over expenses in the year 2002 was almost \$1 million more than in 1999. In addition, the FOP points to pension contributions reflecting that the College has saved \$99,696 in total PFRS contribution savings during the fiscal years 2000-2001 and 2001-2002. These savings were due to State legislation reducing the obligation of public employers contributions to the PFRS.

The College and the FOP also disagree with respect to applying the continuity and stability of employment criterion [N.J.S.A. 34:13A-16g(8)]. The FOP contends that the existing terms and conditions of employment compare so unfavorably within the law enforcement community that many officers resign their jobs at the College and gain employment in other police departments and especially in municipal jurisdictions. A document reflecting these resignations was submitted into evidence reflecting the following resignations since 1997:

Officer	Current Employer	Hired	Resigned	Service to Brookdale
Russ, Jeremy	NJ State Police	03/03/97	06/21/98	1 yr 3 mos
Cain, Earl	Monmouth University	08/01/95	09/10/98	3 yrs 1 mo
Cofone, Chris	Middletown	12/21/97	10/19/99	10 mos
Budelman, Eric	Matawan	12/21/97	01/01/99	1 yr 1 mo
Vescio, Errico	Red Bank	08/01/97	01/31/99	1 yr 5 mos
Raike, Rich	Middletown	01/29/99	08/22/99	8 mos
Browning, Terry	Bradley Beach	01/05/98	05/01/00	2 yrs 4 mos
Cruse, Brian	Manalapan	02/02/98	11/05/00	2 yrs 9 mos
Cooke, Pete Jr.	Englishtown	03/01/96	01/01/01	4 yrs 10 mos
Donatelli, Dominick	Manalapan	08/03/98	04/06/01	2 yrs 8 mos
Ramsey, James	Shrewsbury Boro	01/16/01	11/18/01	10 mos
Doherty, Stephen	Atlantic High	07/23/01	01/27/02	6 mos
Gerlach, Richard T.	Brielle	01/16/01	10/06/02	1 yr 10 mos

The College maintains that its police officers have stable employment conditions and competitive benefits and that no police officer has ever been subjected to a layoff. The College believes that the overall compensation it provides to its police officers, inclusive of benefits, makes its police department an attractive place to work. The College cites benefits such as a maximum of 20 vacation days, 5 personal days, clothing maintenance allowances, 11 paid holidays, fully paid major medical, dental insurance benefits among others. The College further asserts that working conditions at the institution are far more favorable than those in municipal police departments. The College contends that the FOP's proposal, if adopted, would cause instability within the department because of its levels of cost which it deems excessive and "unaffordable" that would likely have an impact causing service reductions.

The parties positions described above are general summaries of their positions and evidence submitted at hearing and in their briefs and point to their emphasis on comparability, financial impact and continuity and stability of employment as the key criteria for consideration. In addition, the parties have entered into stipulations on many issues.

DISCUSSION

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

Many issues remain in dispute in this proceeding despite good faith efforts toward voluntary resolution as evidenced in the many stipulations set forth below. I will lay out each issue in dispute along with a brief summary of argument and supporting evidence each party has submitted into the record. At the end of each individual issue, I have set forth what I have awarded on that issue as well as a self-contained award covering all of the issues at the end of the decision.

I first incorporate into the award the agreements entered into by the College and the FOP during the mediation/interest arbitration process. I accept these agreements as stipulations between the parties as contemplated by N.J.S.A. 34:13A-16(g)(4). These include the following:

1. Article 5.1 The parties agree to revise this clause so as to read as follows:

A new employee whose title is within the bargaining unit shall be considered probationary for the first ninety (90) days following the first day of actual employment except that a Probationary Police Officer shall be considered probationary for one (1) year of service from the date of employment and completion of the Police Academy. During this probationary period, the College may dismiss such probationary employees without regard to other provisions of the grievance procedure hereinafter set forth.

2. Article 6.2 Replace the word "maintenance" in the first sentence with "cleaning."

3. Article 6.3 The parties agree to revise this clause so as to read as follows:

Standard issue of clothing shall be posted and updated by the College; moreover, any change of style, type, or color of uniform adopted by the College shall be at the expense of the College.

4. Article 6.5 The parties agree to insert the work "maintained" before "supplied and paid for ..."

5. Article 6.7 The parties agree to add the following sentence at the end of this clause:

The clothing allowance is to be paid prospectively in semi-annual installments on or about January 1 and July 1 of each year, provided that six (6) months have lapsed since the initial uniform allowance.

6. Article 6.8 The parties agree to add the following provision to Article 6:

The College shall issue a bullet proof vest to all members requesting same at no charge to the member's uniform allowance. The bullet proof

vest shall be replaced in accordance with the manufacturer's warranty at the cost of the College.

7. Article 11.1 The parties agree to replace the phrase "during the month of October" with "no later than June 30th".
8. Article 11.6 The parties agree to replace the term "Performance Evaluation" in the first line with "documented performance."
9. Article 12.1 The parties agree to replace the reference to "at the College" in the first sentence with "offered by Brookdale Community College."
10. Article 12.3 The parties agree to add the term "fiscal" before "year" in both places in this clause.
11. Article 12.4(a). The parties agree to replace the following "(Traditional Plan)" with "(Traditional Plan, HMOs and PPOs)". Further, the parties agree to add the following sentence to the end of 12.4(a):

The FOP acknowledges the College's right to use any provider delivering substantially equal or better coverage.

12. Article 12.4(c) The parties agree to delete the reference to "June 30, 2002" and replace same with "June 30, 2005."
13. Article 12.5 The parties agree to add "great-grandparents" to eligibility for three (3) days of bereavement leave.
14. Article 14.2 The parties have agreed to revise this clause to read as follows:

Accrual of vacation leave starts upon employment; however, no vacation time shall be taken until ninety (90) days from date of employment or ninety (90) days after graduation from the Police Academy, whichever is later, and no vacation time may be taken during any subsequent probationary period.

15. Article 14.4 The parties agree to revise this clause to read as follows:

Prior approval from the Chief of Police is required for all vacation use. Generally, vacation requests for consecutive days that exceed the vacation allowance earned in a year will not be approved.

16. Article 14.5 The parties agree to omit the second sentence of this clause, which had read as follows:

During May of each year, the Office of Human Resources shall prepare and distribute a record of vacation time accrued.

17. Article 14.6 The parties agree to revise this clause to read as follows:

When the College can permit employees to take vacation at a certain period and two (2) or more employees in the same area simultaneously request the same vacation time, seniority shall determine the schedule to the extent possible. Employees with greater seniority may not bump less senior employees with previously approved vacation time.

18. Article 15.1 The parties have agreed to insert the following clause after the reference to "MONOC Federal Credit Union": "and other College authorized programs."

19. Article 18.9 The parties agree to add the following clause to the end of the second sentence of this provision:

and will be paid retroactively in semi-annual installments on or about June 30 and December 31 for documented Certifications held in the previous six (6) months.

20. PREAMBLE The parties agree to move the first paragraph under the "PREAMBLE" to Article 20, and label same 20.5.

Salary

In order to properly assess the parties positions on salary, I set forth the existing classification and compensation schedule.

Article 18 – Classification and Compensation Schedule

18.3 Effective July 1, 2001 the following Classification and Compensation Schedule is established:

<u>Classification</u>	<u>Compensation</u>	
	<u>2001-2002</u>	
	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Dispatcher	\$23,000	\$39,039
Security Guard	\$23,000	\$39,039
Probationary Officer	\$29,000	N/A
Police Officer	\$29,000	N/A
<i>Title change only after one (1)</i>		

<i>year of service from date of hire and completion of the academy</i>		
Police Officer I	\$31,500	\$47,632
<i>July 1 after one (1) year of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		
Police Officer II	\$34,000	\$49,324
<i>July 1 after two (2) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		
Senior Police Officer	\$36,000	\$50,883
<i>July 1 after four (4) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		
Sergeant	\$46,000	\$52,448

18.4 Employees, upon initial hiring, shall be assigned to the minimum rate for the classification; however, the College shall have the discretionary right to hire new employees above the minimum as follows: up to 5% above the minimum for each year of comparable police officer experience to a maximum of five (5) years credit.

18.5 All Police Officers shall be graduates of police academies recognized by the State of New Jersey and approved by the Chief of Police.

18.6 Effective July 1, 1993 an employee who is regularly assigned to the second shift (4 PM to 12 Midnight) shall be entitled to a differential of twenty (20) cents per hour for each hour worked. An employee who is regularly assigned to the third shift (12 Midnight to 8 AM) shall be entitled to a differential of twenty-five (25) cents per hour for each hour worked.

18.7 A commissioned officer, who has completed an Associate degree in Criminal Justice, shall receive an annual stipend of five hundred dollars (\$500); commissioned officers with a Baccalaureate degree in Criminal Justice or a related law enforcement field, as determined by the College, will receive an annual stipend of seven hundred and fifty dollars (\$750).

18.8

A. Subject to applicable maximum, the salary increases for full-time employees, except Probationary Officers, in a pay receiving status on the preceding June 30 shall be as follows:

Effective July 1, 1999	3.6%
Effective July 1, 2000	3.5%

Effective July 1, 2001 3.6%

B. No wage shall be increased beyond the maximum of each classification for the effective periods established by this Agreement, except as provided by Article 18.6.

18.9 Effective July 1, 2001, an annual stipend of \$1,000 will be given to members possessing an EMT certification. This stipend will not be added to the annual base salary.

18.10 All former members who were employed by the College subsequent to the expiration of the 1996-1999 collective bargaining agreement will receive retroactive pay raises as follows: 3.6% retroactive pay raise for the contract year July 1, 1999 to June 30, 2000; a 3.5% retroactive pay raise for the contract year July 1, 2000 to June 30, 2001. No additional money or other adjustments shall be tendered.

I first turn to the portion of the respective salary proposals which apply to security guards and dispatchers. The FOP's proposal for these employees parallels the terms of the Agreement the College reached with its Non-Academic Staff Association (NASA). The proposal raises the minimum and maximum salaries by 4.2%, 4.2% and 4% for contract years 2002-2003, 2003-2004 and 2004-2005. Employees employed on the existing schedule would receive an additional \$511 in 2002-2003 and an additional \$160 in 2003-2004 as additional adjustments to base salary. The College's proposal, with one major exception, also parallels those terms. The exception is not to offer the additional \$511 which was provided for NASA employees for the 2002-2003 school year. The reasoning of the College on this issue was set forth in its post-hearing brief as follows:

The additional dollar amount increase is not possible for the police officers. As it stands, Brookdale's Campus police generally earn higher salaries than

most NASA employees. The only NASA employees that earn comparable maximum salaries with higher level police officers are those holding specialist positions and those positions are few. As such, in order to elevate the overall earnings of the NASA employees to bring them closer the level enjoyed by the police officers, the additional \$511 increase was more than reasonable. BCC simply cannot afford this across the board dollar amount increase for all of its officers.

The argument of the College on this issue is not persuasive. N.J.S.A. 34:13A-16g(2)(c) requires an application of evidence on comparisons with employees in public employment in the same or similar comparable jurisdictions. At least with respect to the security guards and dispatchers, there is no basis to distinguish the wage issue between these employees and employees in the NASA unit. The salary levels for these employees would diminish relative to those in the NASA unit and the reasons set forth by the College simply do not have merit because they are not compatible with the general theme of its main argument, namely to provide for internal comparability.

Accordingly, I award the FOP's proposal on salary for the security guards and dispatchers, to adjust the minimum salary by 4.2%, 4.2% and 4.0% for contract years 2002-2003, 2003-2004, 2004-2005 and to adjust the individual salaries for those employed by these percentages, plus dollar adjustments to base pay in the amount of \$511 in 2002-2003 and \$160 in 2003-2004. I also conclude that the maximum salary be adjusted by the same percentages as the minimum salary. This will yield a salary structure as follows:

<u>Classification</u>	<u>Compensation</u>	
	<u>Minimum Salary</u>	<u>Maximum Salary</u>
	<u>2002-2003</u>	
Dispatcher	\$23,966	\$40,678
Security Guard	\$23,966	\$40,678
	<u>2003-2004</u>	
Dispatcher	\$24,973	\$42,387
Security Guard	\$24,973	\$42,387
	<u>2004-2005</u>	
Dispatcher	\$26,022	\$44,082
Security Guard	\$26,022	\$44,082

The salary award will affect individual security officers and dispatchers as follows:

Name	Title	01-02 Salary	02-03	03-04	04-05
Stokes, Nathaniel	Sec Off	\$26,789.54	\$28,447.15	29,808.65	31,001.00
Mooney, Stanley R*	Sec Off	\$16,073.73	\$17,281.29	18,173.82	18,900.76
Langley, Earl	Sec Off	\$24,119.11	\$25,664.57	26,909.21	27,985.58
Parland, Kenneth D	Sec Off	\$23,828.00	\$25,361.24	26,593.13	27,656.86
Smith, Curtis K*	Sec Off	\$14,892.50	\$16,050.45	16,891.29	17,566.94
Ethridge, Theresa J	Dispatcher	\$26,789.44	28,447.06	29,808.55	31,000.89
Hargrave, Michael P	Dispatcher	\$23,828.00	25,361.24	26,593.13	27,656.86

*The salaries projected for these part-time employees are based upon projections based upon the number of hours worked in 2001-2002 and may vary accordingly for the new contract years based upon the amount of hours worked.

I next turn to the issue of salary for rank and file police officers. The classification and compensation schedule currently provides for a four step structure embracing the following titles and salary rates:

<u>Classification</u>	<u>Compensation</u> <u>2001-2002</u>	
	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Probationary Officer	\$29,000	N/A
Police Officer	\$29,000	N/A
<i>Title change only after one (1) year of service from date of hire and completion of the academy</i>		
Police Officer I	\$31,500	\$47,632
<i>July 1 after one (1) year of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		
Police Officer II	\$34,000	\$49,324
<i>July 1 after two (2) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		
Senior Police Officer	\$36,000	\$50,883
<i>July 1 after four (4) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		

I also set forth other relevant sections of the Agreement which also serve to calculate each officer's salary:

Article 18 – Classification and Compensation Schedule

18.4 Employees, upon initial hiring, shall be assigned to the minimum rate for the classification; however, the College shall have the discretionary right to hire new employees above the minimum as follows: up to 5% above the minimum for each year of comparable police officer experience to a maximum of five (5) years credit.

18.6 Effective July 1, 1993 an employee who is regularly assigned to the second shift (4 PM to 12 Midnight) shall be entitled to a differential of twenty (20) cents per hour for each hour worked. An employee who is regularly assigned to the third shift (12 Midnight to 8 AM) shall be entitled to a differential of twenty-five (25) cents per hour for each hour worked.

18.7 A commissioned officer, who has completed an Associate degree in Criminal Justice, shall receive an annual stipend of five hundred dollars (\$500); commissioned officers with a Baccalaureate degree in Criminal

Justice or a related law enforcement field, as determined by the College, will receive an annual stipend of seven hundred and fifty dollars (\$750).

18.9 Effective July 1, 2001, an annual stipend of \$1,000 will be given to members possessing an EMT certification. This stipend will not be added to the annual base salary.

Under the 2002-2003 roster existing at time of hearing, there were four probationary police officers and two officers in the rank of Police Officer II. During the contract year 2003-2004, there would be one Police Officer, three officers in the rank of Police Officer I and two officers in the rank of Police Officer II.

The FOP's proposal, effective July 1, 2002, would completely restructure the existing Classification and Compensation Schedule by setting the salary for Senior Police Officer at \$48,334 effective July 1, 2002. A Senior Police Officer would be an officer who has completed four years of service and this would be the maximum salary step. The FOP would then set the salary for a Police Officer II at 90% of the Senior Police Officer salary minimum. A Police Officer II would be an officer who has completed three years of service. The FOP would then set the salary for a Police Officer I at 80% of the Senior Police Officer salary. A Police Officer I would be an officer who has completed two years of service. The FOP would then set the salary for a Police Officer at 70% of the Senior Police Officer salary. A Police Officer would be an officer who has completed one year of service. The FOP would then set the salary for a probationary officer at 60% of the Senior Police Officer salary. Police officers would achieve annual

movement through this salary schedule to the next classification culminating in achieving the job title of Senior Police Officer after completion of four years of service.

The FOP's proposal effectively eliminates the minimum/maximum compensation guide which is currently in effect. The basis for this elimination was articulated in the testimony of Patrolman Morgan. Based upon this testimony, the FOP asserts that the maximum salaries in the current schedule are misleading because no police officers earned the maximum salary. Under its proposal, a Police Officer would earn Senior Police Officer pay after four years of service and those officers not earning Senior Police Officer pay would receive a percentage of Senior Police Officer pay pursuant to the aforementioned sliding percentage scale.

When the FOP's proposal is set forth in a salary schedule it would reflect the following salaries for each year of the Agreement.

	2002-2003	2003-2004	2004-2005
Senior Police Officer	\$48,334	\$50,364	\$52,480
Police Officer II	\$43,500	\$45,327	\$47,232
Police Officer I	\$38,667	\$40,291	\$41,984
Police Officer	\$33,833	\$35,254	\$36,736
Probationary	\$29,000	\$30,218	\$31,488

I next turn to the FOP's proposal for the rank of Sergeant. Currently, Sergeants are compensated under a salary schedule setting a minimum and maximum:

<u>Compensation – Sergeants</u>	
<u>Minimum Salary</u>	<u>Maximum Salary</u>
<u>2001-2002</u>	
\$46,000	\$52,448

Under this schedule, salaries for existing Sergeants for 2001-2002 are as follows:

Name	Title	01-02 Salary
Boehler, Joseph	Sergeant	\$46,500
Horvath, Louis T	Sergeant	\$52,447
Decker, Robert J	Sergeant	\$46,500
Hartman, Thomas P	Sergeant	\$46,000

The FOP proposes that the starting salary for this rank be increased to \$50,751 in 2002-2003. The rationale for the FOP's proposal is to provide a 5% differential between the salary for the proposed rank of Senior Police Officer (described above) and the proposed salary for the rank of Sergeant. This differential would continue through contract years 2003-2004 and 2004-2005 by increasing the starting Sergeant's salary by 4.2% to \$52,883 and by an additional 4.2% to \$55,104. This proposal also eliminates the existing minimum/maximum schedule for Sergeants because of the creation of the 5% differential. Because some sergeants already receive higher salaries than the proposed 5% differential would provide, the FOP proposes that each individual Sergeant receive the amount of the new starting salary or the same salary increase formula proposed for security officers or dispatchers whichever is greater.

In response to the FOP's proposals, the College proposes a three year contract with across-the-board increases to individual base salaries of 4.2% in

contract year 2002-2003, \$160 plus 4.2% in contract year 2003-2004 and 4.0% in contract year 2004-2005. Thus, the minimum salaries in the salary schedule for each year identified would increase by 4.2%, + 4.2% and 4.0% respectively. Thus, the minimum salary range in year 2003-04 would not increase by \$160. That amount would only be calculated as part of a general increase. In addition, the College proposes to establish two (2) new steps for all patrolmen hired on or after January 1, 1998. The College rejects the FOP's proposals citing, among other things, that it is extremely costly in nature causing negative financial impact, conflicts with its internal pattern of settlement and challenges the FOP's main theory, that the College must adopt a salary schedule with automatic progression to a salary maximum. The College's proposal would apply to all bargaining unit personnel including dispatchers, security guards, police officers and sergeants.

After careful review of the parties' respective positions on the issue of salary, I reach the following conclusions based upon the following considerations. Comparability is clearly a substantial factor in this proceeding and indeed is its primary focus. A salary determination must consider internal comparability within the College's bargaining units, comparability with police officers and security personnel employed in colleges and also comparability among municipal police officers in Monmouth County. These are the most relevant factors. The FOP emphasizes the lack of comparability between the College's police officers and those employed in the various municipalities in Monmouth County. The FOP's

position on this issue is entitled to some weight because of the unique functions performed by police officers. But I am persuaded that greater weight must be given to comparability with police officers employed in similar environments to what exists at Brookdale Community College and to the pattern of settlement which exists within the various bargaining units at the College.

The record reflects that police officers employed at the various two- and four-year colleges are not compensated at comparable levels to police officers employed by Monmouth County municipalities. The fairness of this fact is not the issue to be decided. The reality is that salary levels for police officers, especially at the two-year colleges, do not compare with that which exists for municipal police departments and some employ only security officers. An award directing terms consistent with the FOP's proposal would cause salary increases at several times the average salary increases negotiated at this College and for law enforcement units both within Monmouth County and the State of New Jersey. However, the FOP has demonstrated that the existing compensation scheme requires some adjustment for the purpose of providing additional progress towards maximum salary levels than what the existing schedule presently allows. Given the unique requirements of law enforcement including specialized training and arrest powers and the desirability that officers have experience with the College's environment to further the safety and security of its students and staff, there is merit to modifying the existing salary schedule to include a change which is, in part, consistent with this goal but reasonable in financial impact. That

adjustment will require more costs than what the College has proposed but must also be without adverse financial impact to the College and it must also be reasonably consistent with terms the College has negotiated with its other bargaining units given the longstanding emphasis on pattern of settlement.

The Classification and Compensation Schedule in the expired Agreement contained a structure towards this objective compared to what had existed in the prior agreement. While doing so, the schedule did not provide automatic annual increases culminating in the reaching of the maximum salary. Given the absence of such a system in the College's other bargaining units, I decline to award the system proposed by the FOP although I do award an additional modification to the existing Classification and Compensation Schedule similar to what was provided in the Agreement which expired on June 30, 2002.

The modification to the existing Classification and Compensation Schedule will retain all aspects of the existing system for police officers while providing an additional classification, Police Officer III, effective July 1, 2002. The Police Officer III classification shall set a salary at a \$36,000 minimum effective July 1, 2002 prior to the across-the-board adjustment of 4.2% to the minimum salary. The classification Police Officer III shall be reached on July 1 after three (3) years of service from date of hire and shall contain the same compensation formula as that which currently exists for Police Officer I and Police Officer II, that is, a five percent (5%) increase or adjustment to the

minimum, whichever is greater based upon an additional year of service. All Police Officers who meet this requirement shall be moved to the Police Officer III classification effective July 1, 2002 or thereafter. The minimum salary for Police Officer III, prior to the across-the-board increases set forth in this award, shall be equal to the salary set for Senior Police Officer at \$36,000 pursuant to the compensation schedule which expired on June 30, 2002. The classification of Senior Police Officer shall remain upon the attainment of four (4) years of service from date of hire and the Senior Police Officer classification minimum salary shall be adjusted to \$38,000 effective July 1, 2002 prior to the across-the-board adjustment of 4.2% to the minimum salary. If applicable, Senior Police Officers as of June 30, 2002 shall move to the new minimum salary for Senior Police Officer prior to the individual across-the-board increases set forth in this award.

Accordingly, for police officers, I award increases in the minimum salaries for each year of the Agreement by 4.2%, 4.2% and 4.0%. Each police officer shall receive these percentages as well as the \$511 adjustment in 2002-2003 and the \$160 adjustment in 2003-2004. Each police officer shall move through the newly awarded system as if it had been in place on July 1, 2002 prior to the across-the-board increases. As a reasonable balance to the modification of the salary structure, I do not award the same percentage increases at the maximum level for police officers. The maximum level shall be adjusted by 2% annually.

The new Classification and Compensation schedule shall read as follows:

<u>Classification</u>	<u>Compensation</u> <u>2002-2003</u>		<u>Compensation</u> <u>2003-2004</u>		<u>Compensation</u> <u>2004-2005</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Probationary Officer	\$30,218	N/A	\$30,218	N/A	\$30,218	N/A
Police Officer	\$30,218	N/A	\$30,218	N/A	\$30,218	N/A
<i>Title change only after one (1) year of service from date of hire and completion of the academy</i>						
Police Officer I	\$32,823	\$48,584	\$34,201	\$49,556	\$35,569	\$50,547
<i>July 1 after one (1) year of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>						
Police Officer II	\$35,428	\$50,310	\$36,915	\$51,316	\$38,392	\$52,342
<i>July 1 after two (2) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>						
Police Officer III	\$37,512	\$51,900	\$39,087	\$52,938	\$40,651	\$53,997
<i>July 1 after three (3) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>						
Senior Police Officer	\$39,596	\$53,940	\$41,259	\$55,018	\$42,909	\$56,119
<i>July 1 after four (4) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>						

I next turn to the rank of Sergeant. A reasonable determination of the salary issue for Sergeants results from adopting the same scheme awarded above for security officers and dispatchers. This requires the adoption of increases of 4.2%, 4.2% and 4.0% to the salary minimum and salary maximum as set forth in the existing classification schedule coupled with adjustments of \$511 in 2002-2003 and \$160 in 2003-2004 on existing individual salaries for Sergeants. The salary schedule will be modified to read:

<u>Compensation - Sergeants</u>	
<u>Minimum Salary</u>	<u>Maximum Salary</u>
<u>2002-2003</u>	
\$47,932	\$54,665
<u>2003-2004</u>	
\$49,945	\$56,946
<u>2004-2005</u>	
\$51,942	\$59,224

The salary award will affect individual Sergeants as follows:

Name	Title	01 Salary	02	03	04
Boehler, Joseph	Sergeant	\$46,500	\$48,985	\$51,209	\$53,258
*Horvath, Louis T	Sergeant	\$52,447	\$55,182	\$57,666	\$59,973
Decker, Robert J	Sergeant	\$46,500	\$48,985	\$51,209	\$53,258
Hartman, Thomas P	Sergeant	\$46,000	\$48,464	\$50,666	\$52,693

* The salary for Sgt. Horvath will be slightly above the maximum and he shall be considered red-circled.

Article 6 – Uniforms

The Union proposes to increase clothing allowance for uniform police officers from \$500.00 by \$200.00 for each year of the contract. The Union also proposes to increase clothing allowance by \$100.00, each year of the contract for security guards/dispatchers. The College seeks rejection of this proposal.

The FOP contends that the existing clothing allowance ranks poorly among Monmouth County municipalities higher clothing allowances and that those municipalities have increased their annual clothing allowance by modest amounts during the term of their agreements. A modest increase is also warranted here. I award an annual clothing allowance of \$550 in 2002-2003,

\$600 in 2003-2004 and \$650 in 2004-2005 for police officers and \$275 in 2002-2003, \$300 in 2003-2004 and \$325 in 2004-2005 for security guards/dispatchers.

Article 3 – College and Lodge Relationship

The Union proposes to add the following clause to the end of Article 3.4 (union leave):

The college shall grant time off with pay to FOP representatives as well as necessary witnesses to attend any and all interest arbitration hearings; and PERC or other administrative hearings.

Article 3.4 would be modified to read:

The College and the Lodge agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership in the Lodge or refusal to join the Lodge. The Lodge further agrees that it shall not unlawfully coerce employees into membership. The college shall grant time off with pay to FOP representatives as well as necessary witnesses to attend any and all interest arbitration hearings; and PERC or other administrative hearings.

The College seeks rejection of this proposal citing the substantial potential costs of awarding such an open-ended proposal.

The FOP points out that virtually all law enforcement agreements provide some procedure to allow for the conduct of Union business. Although the record supports this contention, the FOP's proposal is overly broad and open-ended. I conclude that there is merit to some modification of the Agreement providing that

there be an explicit limitation on the total amount of time off granted and that notice be provided to the College prior to granting any time off with pay.

Accordingly, I award a modification to Article 3.4 as follows:

The College and the Lodge agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership in the Lodge or refusal to join the Lodge. The Lodge further agrees that it shall not unlawfully coerce employees into membership. The college shall grant time off with pay to FOP representatives as well as necessary witnesses to attend any and all interest arbitration hearings; and PERC or other administrative hearings. The amount of such time shall not exceed a total of three work days annually. The FOP shall provide the College with 72 hours notice prior to the College granting any time off with pay for the purposes stated herein.

Article 4 – Working Conditions

The Union has proposed to modify Article 4.2 to state that the College provide twenty-four (24) hour advance notice to all affected officers when his/her shift is changed or otherwise modified. The College seeks rejection of this proposal.

As the proposal is worded, police administration would be unable to effectuate a change or modification even when circumstances may dictate that such change is required. Due to the small number of police officers in the unit, the proposal would be unduly restrictive. For this reason, I decline to award this proposal.

Article 7 – Promotion and Transfer

The Union has proposed to revise Article 7.3 to read as follows:

In the event a regular employee is assigned to perform the duties of a higher rank, regardless of duration of said assignment, said employee shall receive the rate of pay for the higher rank. If the employee works the majority of hours on a shift at the higher rank, he/she shall be paid for the entire date at the rate of pay for the higher rank.

Currently, Article 7.3 provides as follows:

A regular employee assigned temporarily to a higher job classification shall receive the minimum rate of that job classification or a five 5% increase, whichever is higher, while rendering satisfactory performance in that job classification.

The College seeks rejection of this proposal.

I conclude that there is insufficient justification to alter the current contractual procedure calculating pay for temporary assignments to a higher job classification. The proposal is denied.

Article 12 – Fringe Benefits

The Union has proposed to modify Sections 12.1; 12.2 and 12.3 of Article 12, Fringe Benefits so as to apply to all retired employees and their respective spouses and dependent children. The College seeks rejection of this proposal. These sections provide benefits to employees and read as follows:

12.1 Regular employees, spouse, and dependent children according to New Jersey Health Benefits criteria shall be permitted by the College to take not more than nine (9) credits of course work each term and the College for which tuition only shall be waived; other fees and charges incident to the course shall be assumed by the employee, it being further provided that the minimum enrollment for the course has been met, and provided that at all times tuition students have priority of enrollment in any course.

Dependent children, according to New Jersey Health Benefits criteria, of bargaining unit members who are entitled will be permitted to attend Brookdale Community College for two (2) years, free of charge (exclusive of fees), to pursue a degree program.

12.2 Employee, spouse, and dependent children according to New Jersey Health Benefits criteria may participate in the summer camps at the College at one-half (1/2) of the fee charged for the camp.

12.3 The College shall extend tuition reimbursement for twelve (12) credit hours per year to those regular employees having an Associate degree for undergraduate courses successfully completed leading to a Baccalaureate degree in a regular program and for those having a Baccalaureate degree for graduate courses successfully completed leading to a Master's degree in a regular program. Any regular employee concurrently matriculated in a Baccalaureate degree program and a Master's degree program shall be eligible for tuition reimbursement for twelve (12) credits per year at the undergraduate or graduate level of such courses. Reimbursement shall be at actual cost not to exceed State university rates and at the discretion and upon prior approval of the College. Such approval shall not be arbitrarily or capriciously withheld.

The FOP's argument in support of this proposal is based upon the theory that the proposed benefit would provide an incentive for employees to remain at the College for an entire career. While the proposed benefit would provide additional benefits to an employee upon retirement, in the absence of such a

benefit to all of the College's employees, there is insufficient justification for an award of this benefit only to the FOP. The proposal is denied.

Sick Leave Buyout

Article 12, Fringe Benefits, Section 12.5(B) permits Brookdale police officers to accrue sick leave from year to year in the amount of one and one-quarter days per month without limitation. The Union has proposed to add following language to Article 12.5:

Upon retirement, the college shall compensate each employee for any and all unused and accumulated sick leave at the employee's current rate of pay. In the event an employee expires prior to retirement, the college shall pay his/her surviving spouse (or other heir) for all accumulated unused sick leave at the employee's rate of pay at the time of his/her demise.

The College seeks rejection of this proposal.

The FOP has pointed out that the College had previously adopted a sick leave payout program for separations effective through June 30, 2003. The fact that the College has not proposed a sick leave buyout for the FOP unit is asserted to be an "inequitable circumstance."

The record reflects that the College has offered employment separation incentive programs tied to accumulative sick leave to all of the College Associations. A Memorandum of Understanding establishing terms for the

program reflects the offering of the programs on June 30, 2000, June 30, 2001, June 30, 2002, December 31, 2002 and June 30, 2003. The memo was executed by all bargaining units including the FOP. There is no evidence of any unique program having been negotiated for any one particular bargaining unit. Instead, all bargaining units have had access to a uniform program for all bargaining units. In the absence of individual programs negotiated by any single bargaining unit, I deny the FOP's proposal for a program unique to the FOP.

Article 18 – Classification and Compensation Schedule

There are three proposals in dispute involving Article 18. These include Union proposals to increase shift differential payments and to provide a longevity schedule and the College's proposal to modify the calculations concerning its discretionary right to hire new employees above the minimum salary.

The Union proposes to modify Article 18, Section 18.6 to increase the shift differential for second shift (i.e., 4:00 p.m. to 12:00 midnight) from twenty cents (20 cents) per hour to eighty cents (80 cents) per hour. The Union also proposes to increase shift differential for third shift (i.e., 12:00 midnight to 8:00 a.m.) from twenty five cents (25 cents) per hour to one dollar (\$1.00) per hour. The College seeks rejection of this proposal.

The Union has offered persuasive argument that the existing shift differentials are in need of adjustment although the extent of the adjustments it

seeks are excessive. I award a shift differential for second shift (i.e., 4:00 p.m. to 12:00 midnight) to thirty (30) cents per hour and an increase in the shift differential for third shift (i.e., 12:00 midnight to 8:00 a.m.) to thirty-five (35) cents per hour. These adjustments shall be effective January 1, 2005.

The College has proposed to modify the language in Article 18.4, by omitting the last two lines and replace them with the following: "For past experience, not to exceed 4 years of credit." Currently, Article 18.4 states:

Employees, upon initial hiring, shall be assigned to the minimum rate for the classification; however, the College shall have the discretionary right to hire new employees above the minimum as follows: up to 5% above the minimum for each year of comparable police officer experience to a maximum of five (5) years credit.

The FOP seeks rejection of this proposal, asserting that the College has not presented evidence justifying any change. This proposal is directed at modifying the existing contractual discretion to set salaries for new hires above the minimum levels. There is no evidence that the College has been unable to meet any of its hiring needs under the discretion contained in the existing language. The proposal is denied.

The FOP has proposed to add a new section to Article 18 to include a longevity schedule. The FOP's proposal is as follows:

All employees shall be compensated with the following longevity compensation, which shall be rolled into his/her regular base pay as follows:

After Five Years of Service	4%
After Ten Years	6.5%
After Fifteen Years	9%
After Twenty Years	11.5%
After Twenty-Five Years	14%

According to the FOP, Brookdale police officers are fully trained and certified police officers who perform the same duties and are entrusted with the same responsibilities as other police officers employed throughout Monmouth County. Thus, the FOP asserts that Brookdale police officers are more comparable with other police officers in Monmouth County and not college police officers. The FOP also asserts that unlike every other police officer in Monmouth County, Brookdale police officers do not receive any additional compensation based on their years of service in the police department. The College seeks rejection of this proposal.

Internal comparisons reflect that the College provides modest payments for experience to the faculty unit and to the NASA unit. The concept of providing a modest payment as a reward and/or incentive for employees to remain at Brookdale is a concept which I award here inasmuch as the College has successfully sought to maintain reasonable consistency in terms and conditions of employment among its bargaining units. I award, effective July 1, 2002, the terms set forth in the NASA Agreement as follows:

On June 30th of the final year of the three (3) year collective bargaining agreement, employees who achieve 10 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$200; employees who achieve 15 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$250; employees who achieve 20 years or more of continuous service to the College shall receive a one-time payment, non added to base, of \$300. It is understood that these payments are not cumulative; in other words, employees shall be entitled to either \$200, \$250 or \$300. These payments shall be pro-rated for part-time employees.

Article 4 – Working Conditions

The College has proposed to add the following language to Article 4:

“Such emergency shall include any unusual condition caused by any circumstance or situation, whereby the safety of the public is endangered or imperiled, which determination shall be made by the Chief of Police, at his sole discretion, or by his designee.”

Article 4 references “emergency” in Sections 4.1 and 4.7. Section 4.1 vests authority in the Chief to declare an emergency as long as such emergency condition not be arbitrarily declared. This standard is clearly stated in Section 4.1 and cross-referenced by implication in Section 4.7. Given this clear language, I conclude that there is insufficient justification for providing additional authority in Article 4 concerning the definition of an emergency.

Article 16 – Holiday Schedule

The College proposes to modify Article 16.1 to omit Veteran’s Day and Washington’s Birthday. The FOP seeks rejection of this proposal.

The two days which the College seeks to delete from the Agreement represents a substantial reduction in the compensation package the College provides to its police officers. Insufficient justification has been provided to award this concession. The proposal is denied.

The terms of the Award give the most substantial weight to N.J.S.A. 34:13A-16g(2)(c) which concerns wage comparisons with public employees employed by the College and those performing similar services in the same or comparable jurisdictions. The adjustments provided for herein are reasonably consistent with the adjustments the College has made to its other bargaining units. For this reason, I have not granted the FOP proposal which would radically alter the salary schedule at costs which are not justifiable. The terms do provide for a modification to the compensation and classification schedule based upon providing modest progress towards maximum salary given the law enforcement agreements in evidence in other jurisdictions. This latter point also addresses N.J.S.A. 34:13A-16g(8) by enhancing the continuity and stability of employment by providing an additional incentive for police officers to remain at the College. The terms of the Award further the interests and welfare of the public, N.J.S.A. 34:13A-16g(1), by providing equitable adjustments in terms and conditions of employment without adverse financial impact, N.J.S.A. 34:13A-16g(6), on the College and within its lawful authority, N.J.S.A. 34:13A-16g(5). Also relevant, but given less weight, is the cost of living factor, N.J.S.A. 34:13A-

16g(7). The terms are above the cost of living but are more closely tied to internal settlements within the College and, in general, the settlement averages among law enforcement personnel.

Accordingly, and based upon all of the above, I respectfully enter the following Award.

AWARD

1. **Duration** – There shall be a three year agreement commencing July 1, 2002 through June 30, 2005.

2. **Stipulations** – Pursuant to N.J.S.A. 13(a)-16(g)(4) incorporate the following stipulations into this Award.

1. Article 5.1 The parties agree to revise this clause so as to read as follows:

A new employee whose title is within the bargaining unit shall be considered probationary for the first ninety (90) days following the first day of actual employment except that a Probationary Police Officer shall be considered probationary for one (1) year of service from the date of employment and completion of the Police Academy. During this probationary period, the College may dismiss such probationary employees without regard to other provisions of the grievance procedure hereinafter set forth.

2. Article 6.2 Replace the word "maintenance" in the first sentence with "cleaning."

3. Article 6.3 The parties agree to revise this clause so as to read as follows:

Standard issue of clothing shall be posted and updated by the College; moreover, any change of style, type, or color of uniform adopted by the College shall be at the expense of the College.

4. Article 6.5 The parties agree to insert the work "maintained" before "supplied and paid for ..."

5. Article 6.7 The parties agree to add the following sentence at the end of this clause:

The clothing allowance is to be paid prospectively in semi-annual installments on or about January 1 and July 1 of each year, provided that six (6) months have lapsed since the initial uniform allowance.

6. Article 6.8 The parties agree to add the following provision to Article 6:

The College shall issue a bullet proof vest to all members requesting same at no charge to the member's uniform allowance. The bullet proof vest shall be replaced in accordance with the manufacturer's warranty at the cost of the College.

7. Article 11.1 The parties agree to replace the phrase "during the month of October" with "no later than June 30th".

8. Article 11.6 The parties agree to replace the term "Performance Evaluation" in the first line with "documented performance."

9. Article 12.1 The parties agree to replace the reference to "at the College" in the first sentence with "offered by Brookdale Community College."

10. Article 12.3 The parties agree to add the term "fiscal" before "year" in both places in this clause.

11. Article 12.4(a). The parties agree to replace the following "(Traditional Plan)" with "(Traditional Plan, HMOs and PPOs)". Further, the parties agree to add the following sentence to the end of 12.4(a):

The FOP acknowledges the College's right to use any provider delivering substantially equal or better coverage.

12. Article 12.4(c) The parties agree to delete the reference to "June 30, 2002" and replace same with "June 30, 2005."

13. Article 12.5 The parties agree to add "great-grandparents" to eligibility for three (3) days of bereavement leave.

14. Article 14.2 The parties have agreed to revise this clause to read as follows:

Accrual of vacation leave starts upon employment; however, no vacation time shall be taken until ninety (90) days from date of employment or ninety (90) days after graduation from the Police Academy, whichever is later, and no vacation time may be taken during any subsequent probationary period.

15. Article 14.4 The parties agree to revise this clause to read as follows:

Prior approval from the Chief of Police is required for all vacation use. Generally, vacation requests for consecutive days that exceed the vacation allowance earned in a year will not be approved.
 16. Article 14.5 The parties agree to omit the second sentence of this clause, which had read as follows:

During May of each year, the Office of Human Resources shall prepare and distribute a record of vacation time accrued.
 17. Article 14.6 The parties agree to revise this clause to read as follows:

When the College can permit employees to take vacation at a certain period and two (2) or more employees in the same area simultaneously request the same vacation time, seniority shall determine the schedule to the extent possible. Employees with greater seniority may not bump less senior employees with previously approved vacation time.
 18. Article 15.1 The parties have agreed to insert the following clause after the reference to "MONOC Federal Credit Union": "and other College authorized programs."
 19. Article 18.9 The parties agree to add the following clause to the end of the second sentence of this provision:

and will be paid retroactively in semi-annual installments on or about June 30 and December 31 for documented Certifications held in the previous six (6) months.
 20. PREAMBLE The parties agree to move the first paragraph under the "PREAMBLE" to Article 20, and label same 20.5.
3. **Salary** – Article 18 – Classification and Compensation Schedule – shall be amended for each category of employee as follows:
1. Security Guards/Dispatchers

The minimum and maximum salaries shall be increased by 4.2% in contract year 2002-2003, by an additional 4.2% in contract year 2003-2004 and by an additional 4.0% in contract year 2004-2005. Individual security guards and dispatchers shall have their individual salaries adjusted by these percentages plus dollar adjustments to base pay in the amount of \$511 in 2002-2003 and in the amount of \$160 in 2003-2004.

2. Police Officers

The minimum salaries shall be increased by 4.2% in contract year 2002-2003, by an additional 4.2% in contract year 2003-2004 and by an additional 4.0% in contract year 2004-2005. The maximum salaries shall be increased by 2.0% in each year of the Agreement. Individual police officers shall have their individual salaries adjusted by these percentages plus dollar adjustments to base pay in the amount of \$511 in 2002-2003 and in the amount of \$160 in 2003-2004. In addition, an additional classification, Police Officer III, shall be created effective July 1, 2002.

The classification Police Officer III shall be reached on July 1 after three (3) years of service from date of hire and shall contain the same formula as currently exists for Police Officer I and Police Officer II, that is, a five percent (5%) increase or adjustment to the minimum, whichever is greater based upon an additional year of service. All Police Officers who meet this requirement shall be moved to the Police Officer III classification effective July 1, 2002 or thereafter. The minimum salary for Police Officer III, prior to the across-the-board increases set forth in this award, shall be equal to the salary set for Senior Police Officer at \$36,000 pursuant to the compensation schedule which expired on June 30, 2002. The classification of Senior Police Officer shall remain upon the attainment of four (4) years of service from date of hire at an adjusted minimum salary of \$38,000 effective July 1, 2002 prior to the across-the-board increases set forth in this award. Senior Police Officers as of June 30, 2002 shall move to the new minimum salary for Senior Police Officer prior to the individual across-the-board increases set forth in this award.

3. Sergeants

The minimum and maximum salaries shall be increased by 4.2% in contract year 2002-2003, by an additional 4.2% in contract year 2003-2004 and by an additional 4.0% in contract year 2004-2005. Individual Sergeants shall have their individual salaries adjusted by these percentages plus dollar adjustments to base pay in the amount of \$511 in 2002-2003 and in the amount of \$160 in 2003-2004.

4. The new Classification and Compensation schedule shall read as follows:

<u>Classification</u>	<u>Compensation</u>					
	<u>2002-2003</u>		<u>2003-2004</u>		<u>2004-2005</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Dispatcher	\$23,966	\$40,678	\$24,973	\$42,387	\$26,022	\$44,082
Security Guard	\$23,966	\$40,678	\$24,973	\$42,387	\$26,022	\$44,082
Probationary Officer	\$30,218	N/A	\$30,218	N/A	\$30,218	N/A
Police Officer	\$30,218	N/A	\$30,218	N/A	\$30,218	N/A
<i>Title change only after one (1) year of service from date of hire and completion of the academy</i>						
Police Officer I	\$32,823	\$48,584	\$34,201	\$49,556	\$35,569	\$50,547
<i>July 1 after one (1) year of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>						
Police Officer II	\$35,428	\$50,310	\$36,915	\$51,316	\$38,392	\$52,342
<i>July 1 after two (2) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>						
Police Officer III	\$37,512	\$51,900	\$39,087	\$52,938	\$40,651	\$53,997
<i>July 1 after three (3) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>						
Senior Police Officer	\$39,596	\$53,940	\$41,259	\$55,018	\$42,909	\$56,119
<i>July 1 after four (4) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>						
Sergeant	\$47,932	\$54,665	\$49,945	\$56,946	\$51,942	\$59,224

4. Article 6 – Uniforms

Police officers shall receive an annual clothing allowance of \$550 in 2002-2003, \$600 in 2003-2004 and \$650 in 2004-2005 for police officers. Security guards and dispatchers shall receive an annual clothing allowance of \$275 in 2002-2003, \$300 in 2003-2004 and \$325 in 2004-2005 for security guards/dispatchers.

5. Article 3 – College and Lodge Relationship

Article 3.4 shall be modified to read:

The College and the Lodge agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee

because of membership in the Lodge or refusal to join the Lodge. The Lodge further agrees that it shall not unlawfully coerce employees into membership. The college shall grant time off with pay to FOP representatives as well as necessary witnesses to attend any and all interest arbitration hearings; and PERC or other administrative hearings. The amount of such time shall not exceed a total of three work days annually. The FOP shall provide the College with 72 hours notice prior to the College granting any time off with pay for the purposes stated herein.

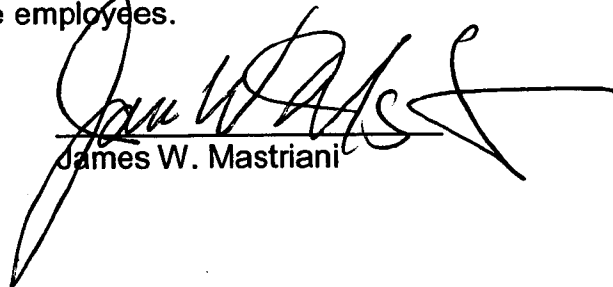
6. **Article 18 – Classification and Compensation Schedule**

1. Section 18.6 shall be modified to provide a shift differential of thirty (30) cents per hour for the second shift (i.e., 4:00 p.m. to 12:00 midnight) and thirty-five (35) cents per hour for the third shift (i.e., 12:00 midnight to 8:00 a.m.) effective January 1, 2005.
2. A new section shall be added to Article 18 effective July 1, 2002 stating the following:

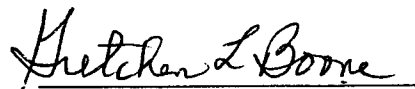
On June 30th of the final year of the three (3) year collective bargaining agreement, employees who achieve 10 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$200; employees who achieve 15 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$250; employees who achieve 20 years or more of continuous service to the College shall receive a one-time payment, non added to base, of \$300. It is understood that these payments are not cumulative; in other words, employees shall be entitled to either \$200, \$250 or \$300. These payments shall be pro-rated for part-time employees.

Dated: August 16, 2004
Sea Girt, New Jersey

State of New Jersey }
County of Monmouth }ss:


James W. Mastriani

On this 16th day of August, 2004, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



GRETCHEN L. BOONE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/13/2008