

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of Interest Arbitration Between:

BROOKDALE COMMUNITY COLLEGE

“Employer,”

- and -

FOP LODGE 79

“Union.”

**OPINION
AND
AWARD**

Docket No. IA-2006-005

**Before
James W. Mastriani
Interest Arbitrator**

Appearances:

For the College:

Robert E. Murray, Esq.
Angela R. E. Arabia-Meyer, Esq.
The Murray Law Firm

For the FOP:

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

Brookdale Community College [the "College"] and FOP Lodge 79 [the "FOP"] are parties to a collective negotiations agreement [the "Agreement"], the term of which expired on June 30, 2005. Negotiations for a new Agreement reached impasse and the FOP filed a petition for interest arbitration with the New Jersey Public Employment Relations Commission. Thereafter, I was designated to serve as interest arbitrator.

Several mediation sessions were held and the impasse remained unresolved. This led to the convening of a formal interest arbitration hearing at which time the College and the FOP presented substantial documentary evidence and testimony in support of their respective positions on the issues in dispute. Both parties filed post-hearing briefs. Subsequent to this, the College moved to reopen the record. This led to my decision to admit the "Fehr Memo" into the record over the objection of the FOP although I denied the College's request to supplement the record with additional exhibits and to revise its final offer. The FOP replied to the Fehr Memo and, upon receipt of that submission on January 5, 2007, the record was formally closed.

FINAL OFFERS OF THE PARTIES

The College and the FOP submitted the following final offers prior to the commencement of formal hearings in accordance with statutory requirements.

FOP Lodge 79

1. **Duration:** The FOP proposes a three (3) year contract.
2. **Article 6.7** – The clothing allowance is as follows:

	<u>Police Officers</u>	<u>Security Guards/Dispatchers</u>
2002 - 2003	\$550	\$275
2003 - 2004	\$600	\$300
2004 - 2005	\$650	\$325

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.

Change and increase to: "... allowance for Police officers is \$1,000; for Security Guards/Dispatchers is \$500."

3. **Article 12.1, 12.2 and 12.3** – Fringe Benefits (for education)

Add "retired employees: after Regular employee

4. **Article 12.4 (C)** – The health benefit premium obligation of the College shall be subject to a cap using June 30, 2005, as a base date for that cap. However, the cap shall not be applied prior to agreement to a successor contract.

Change date to "June 30, 2008" or omit.

5. **Article 13.3** – The College agrees to pay a meal allowance of \$10 whenever an employee is required to work three (3) or more hours beyond their normal shift. If an employee is required to work a full double shift the meal allowance shall be \$20 unless meals are provided by the College. An additional \$10 shall be provided for each four (4) hours beyond the double shift worked unless meals are provided by the College. All claims for payment of the meal allowance shall be accompanied by receipts which verify the expenditures which are claimed, except for the four (4) to twelve (12) to eight (8) shifts, when no receipts will be required for meal reimbursement.

Change to - College agrees to pay a meal allowance of \$15 whenever an employee is required to work two (2) or more hours beyond their normal shift. An additional \$10 shall be

provided for each four (4) hours beyond the double shift worked unless meals are provided by the College. All claims for payment of the meal allowance shall be accompanied by receipts which verify the expenditures which are claimed, except for the four (4) to twelve (12) to eight (8) shifts, when no receipts will be required for meal reimbursement. (NASA 4.8)

6. **Article 18.6** – Effective January 1, 2005 an employee who is regularly assigned to the second shift (4 PM to 12 Midnight) shall be entitled to a differential of thirty (30) 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 thirty-five (35) cents per hour for each hour worked.

Change “30 cents to 1 dollar” and change “35 cents to 1 dollar and 50 cents.”

7. **Article 18.10** – On June 30th of the final year of the three (30) 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, not 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.

*Change to: “In addition to base salary, all members shall be entitled to longevity based upon their appropriate years of service according to the following schedule:

2% of base pay after	5	years of service;
7% of base pay after	15	years of service;
9.5% of base pay after	20	years of service;
12% of base pay after	25	years of service;
14.5% of base pay after	30	years of service;

*Revised after hearing

8. **Add new Article 18.12** - "All members, being considered essential personnel, shall receive an additional 2% annual wage increase after all other annual increases have been applied as compensation for the College's reduction of work hours between the months of June and August." (NASA 4.3)

9. **Change Article 18 to:**

In the 1st year of the contract a band adjustment of no less than 10% between each band and 20% for a promotion to Sergeant to be consistent with the campus wide pattern of settlement.

Article 18 – CLASSIFICATION AND COMPENSATION SCHEDULE

18.1 Effective July 1, 2005, the following CLASSIFICATION AND COMPENSATION SCHEDULE is established. Progression for Police Officer must be accompanied by a minimum "Meets Standards" evaluation.

CLASSIFICATION COMPENSATION		
2005-2006		
	Minimum Salary	Maximum Salary
Dispatcher	\$27,323	\$46,286
Security Guard	\$27,323	\$46,286
Police Recruit	\$35,000	N/A
Police Officer With NJPTC Certification or upon completion of the Police academy.	\$38,500	\$49,137
Police Officer I July 1 after one (1) year of service from date of hire -5% increase, adjustment to the minimum or \$3000, whichever is greater.	\$42,350	\$50,120
Police Officer II July 1 after <u>one</u> (2) years of service from date of hire -5% increase, adjustment to the minimum or \$3000, whichever is greater.	\$46,585	\$60,650

Police Officer III July 1 after <u>one</u> (3) years of service from date of hire -5% increase, adjustment to the minimum or \$3000, whichever is greater.	\$51,243	\$66,710
Senior Police Officer July 1 after <u>one</u> (4) years of Service from date of hire -5% Increase, adjustment to the Minimum or \$3000 whichever Is greater.	\$56,367	\$73,380
Sergeant	\$68,205	\$89,000

18.2 Effective July 1, 2006, the following CLASSIFICATION AND COMPENSATION SCHEDULE is established. Progression for Police Officer must be accompanied by a minimum "Meets Standards" evaluation.

CLASSIFICATION COMPENSATION
2006-2007

	Minimum Salary	Maximum Salary
Dispatcher	\$28,689	\$48,600
Security Guard	\$28,689	\$48,600
Police Recruit	\$36,750	N/A
Police Officer With NJPTC Certification or upon completion of the Police academy.	\$40,425	\$51,594
Police Officer I July 1 after one (1) year of service from date of hire -5% increase, adjustment to the minimum or \$3000, whichever is greater.	\$44,468	\$52,626
Police Officer II July 1 after <u>one</u> (2) years of service from date of hire -5% increase, adjustment to the minimum or \$3000, whichever is greater.	\$48,914	\$63,683

Police Officer III July 1 after <u>one</u> (3) years of service from date of hire -5% increase, adjustment to the minimum or \$3000, whichever is greater.	\$53,806	\$70,046
Senior Police Officer July 1 after <u>one</u> (4) years of Service from date of hire -5% Increase, adjustment to the Minimum or \$3000 whichever Is greater.	\$59,185	\$77,049
Sergeant	\$71,615	\$93,450

18.3 Effective July 1, 2007, the following CLASSIFICATION AND COMPENSATION SCHEDULE is established. Progression for Police Officer must be accompanied by a minimum "Meets Standards" evaluation.

CLASSIFICATION COMPENSATION
2007-2008

	Minimum Salary	Maximum Salary
Dispatcher	\$30,124	\$51,030
Security Guard	\$30,124	\$51,030
Police Recruit	\$38,588	N/A
Police Officer With NJPTC Certification or upon completion of the Police academy.	\$42,446	\$54,174
Police Officer I July 1 after one (1) year of service from date of hire -5% increase, adjustment to the minimum or \$3000, whichever is greater.	\$46,691	\$55,257
Police Officer II July 1 after <u>one</u> (2) years of service from date of hire -5% increase, adjustment to the minimum or \$3000, whichever is greater.	\$51,360	\$66,867

Police Officer III July 1 after one (3) years of service from date of hire -5% increase, adjustment to the minimum or \$3000, whichever is greater.	\$56,497	\$73,584
Senior Police Officer July 1 after one (4) years of Service from date of hire -5% Increase, adjustment to the Minimum or \$3000 whichever Is greater.	\$62,145	\$80,901
Sergeant	\$71,615	\$93,450

10. **Article 18.8**

- A. The current provision states: Subject to applicable maximums, 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, 2002 \$511 +4.2%

Effective July 1, 2003 \$161 +4.2%

Effective July 1, 2004 4.0%

- 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.

Proposed:

Change to 5% for each year of the contract as reflected in Article 18.2 and 18.3.

11. Increase hourly rate paid to FOP members to \$42.00 per hour, or the member's overtime rate of pay, whichever is greater. Eliminate rate distinction for non-profit third party vendors.

The College

1. **Article 4.3**

Revise to read: Overtime compensation and the methods by which overtime payments are made shall be consistent with the provisions of the Fair Labor Standards Act.

2. **Article 4.4**

Omit

3. **Article 6.8**

Revise to read: The College shall issue a bullet proof vest to all members requesting same at no charge to the member's uniform allowance. When provided, the bullet proof vest will be required to be worn by the employee. The bullet proof vest shall be replaced in accordance with the manufacturer's warranty at the cost of the College.

4. **Article 9.10**

Omit

5. **Article 11.1**

Revise to read: Regular employees shall be evaluated at least annually no later than June 30th. A supervisor may conduct additional evaluations as needed.

6. **Article 12.1**

Revise to read: 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 offered by Brookdale Community College each Fall, Spring, and Summer for which tuition shall be waived. Student activities fees shall be waived for employees only. Other fees and charges incident to the course shall be assumed by the employee or family member. It is further provided that the minimum enrollment for the course must be met and 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 enroll beyond the 9 credit limit in Brookdale Community College courses for two (2) years, free of charge (exclusive of fees), to pursue a degree program.

7. **Article 12.4 (C)**

Revise to read: The health benefit premium obligation of the College shall be subject to cap using June 30, 2005, as a base date for that cap. The parties agree to develop a mutually agreeable procedure for payment of health benefit increases.

8. **Add a new 12.4 (D)**

Employees who do not provide the required notice of reduced coverage eligibility within 60 days of the event that reduces the coverage eligibility will be billed for the excess cost of the higher coverage. (Ex. Family coverage to Employee and Spouse after children exceed coverage age.)

9. **Reletter 12.4 (D) to (E)**

Revise and read: Short-term Disability to compensate at the rate of seventy (70%) percent of the weekly wage of the employee to a maximum of \$750 per week for a period of twenty-six (26) weeks. Eligibility shall commence on the fifteenth (15th) day of disability or at the expiration of accrued leave time; whichever is later.

10. **Reletter 12.4 (E) to 12.4 (F)**

11. **Article 12.5 Replace G., H., I., and J. with the following:**

"Leaves of Absence – Employees shall be granted full salary increases for leaves of absence not to exceed one year. Maximum leave time limitations are as defined below and will include time away from the job in either a paid or unpaid status. Accrued time off will be used before status changes to unpaid; except that sick time may be used only for illness or child care leave. An employee on a leave of absence as noted below shall be granted the full salary increase. Family leave entitlements will run concurrently with these leaves, as permitted by law.

i. Maternity –

Maternity related disability will be treated as any other disability, in accordance with the law, when in the absence of pregnancy or maternity, the employee would have been on the College payroll. (See Short Term Disability Leave, above, at 12.4 D)

ii. Child Care Leave for Employees with less than 1 Continuous Year of Service –

A regular employee with less than one (1) year of continuous service may be entitled to a maximum of nine (9) continuous weeks of child care leave, commencing upon a date specified by an attending physician or determined by the process of adoption as certified by an agency, institution, or court of law. No fringe benefits shall be paid by the College while the employee is in an unpaid status. Eligibility shall begin after ninety (90) days.

iii. Child Care Leave for Employees with 1 or More Continuous Years of Service –

A regular employee who has completed one (1) year of continuous full-time service may be granted a maternity related disability and child care leave of absence for a maximum period of one (1) year. Fringe benefits shall continue to be paid by the College for any portion of an unpaid leave covered by FMLA.

iv. Family Leave –

FMLA covered leaves of absence for other than child rearing and maternity (addressed above) will be run concurrent with time off provisions and will be provided in accordance with the law.

v. Special Purpose Leave –

Upon application by a member of the bargaining unit, the Board of Trustees in its discretion may grant a leave of absence without pay for up to one (1) year.

This application shall be submitted to the immediate supervisor of the employee.”

12. **Article 17.3(c). Formal Step Three**

Revise to read: The grievance shall be heard by the Executive Vice President or designee (copy of Dean, Human Resources), within five (5) working days and shall render a decision within five (5) working days of the hearing.

13. **Article 18.1 through 18.3 - Salary**

2005-2006 - 4%
2006-2007 - 4%
2007-2008 - 4%

14. **Article 18.9**

Revise to read: An annual stipend of \$1,000 will be given to police officers and security guards possessing EMT certification. This provision will begin to accrue on the first day of work for security guards and on the first day reporting to work following completion of the academy for police officers.

15. **Article 8.2**

Change “he” to “be”.

BACKGROUND

The FOP is the majority representative of full-time personnel assigned to the College's Police Department. The bargaining unit consists of sergeants and police officers and certain other titles so assigned, among them probationary officers, security guards and police dispatchers. The sworn police officer component of the bargaining unit consisted of eight police officers and two police sergeants at time of hearing. The sworn officers are certified to perform all of the duties of a law enforcement officer in the State of New Jersey. They are armed

while on duty. In addition to these sworn officers, there were seven security guards on annual salary, four security guards on hourly salary and two dispatchers on annual salary.

The police department serves the College's main campus in Lincroft as well as several learning centers located in Asbury Park, Keansburg, Freehold, Long Branch and Wall Township. The College is expanding in both its facilities and enrollments. Enrollment increased from 13,830 to 14,381 in the fall of 2005. The 220 acre main campus in Lincroft contains 22 buildings totaling 731,353 square feet. The College's financial underpinnings consist of tuition and fees supported by County and State aid.

In 2005, tuition and fees brought in \$30,504,172 or 42.6% of the budget, in 2006, tuition and fees brought in \$32,850,450 or 43.9% of the budget and in 2007, tuition and fees brought in \$35,002,540 or 44.1% of the budget. In 2005, County aid was \$22,356,438 or 31.2% of the budget, in 2006, County aid brought in \$23,362,478 or 31.2% of the budget and in 2007, County aid was projected to bring in \$24,413,789 or 30.9% of the budget. In 2005, State aid was \$13,041,595 or 18.2% of the budget, in 2006, State aid was \$13,187,488 or 17.6% of the budget and in 2007, State aid is projected to bring in \$13,233,713 or 16.7% of the budget.

Against this general backdrop, the FOP and the College offer the following arguments in support of their respective positions.

POSITIONS OF THE PARTIES

The College and the FOP differ on many key points. Among these disagreements include the financial condition of the College, the jurisdictions upon which comparability evidence should be drawn, the weight to be given to settlements between the College and its other bargaining units, the significance of evidence concerning the continuity and stability of employment for the College's police officers, and the meaning to be given to economic trends within Monmouth County and in the State of New Jersey. Due to the voluminous evidence that has been presented as well as the large number of issues that remain in dispute, that which follows will be a general summary of the parties' positions. This is not intended to minimize or ignore the entire breadth of the parties' arguments or evidence that has been presented in expert fashion by respective counsel for the College and the FOP.

Position of the FOP

The FOP contends that the College is in excellent financial condition and can fully finance the FOP's proposals without having negative financial impact. The FOP points out that the College's tuition revenue increased by 48% between 2000-2001 and 2004-2005, from \$17,952,272 to \$26,590,604. In addition, the

FOP asserts that the College's excess revenue over expenses during 2004-05 was \$4,239,345, an increase of 45% over the figure of \$2,914,107 in 2002-2003. The FOP references the College's pension (PFRS) contribution levels and notes that the College, pursuant to legislation, reaped substantial savings between fiscal years 2000 and 2005 as reflected in the following chart:

<u>Fiscal Year</u>	<u>\$ Savings</u>
2000	\$34,692
2001	\$10,220
2002	\$54,774
2003	\$48,769
2004	\$75,994
2005	\$60,262

The FOP cites the financial support that the County provides to the College. This includes County aid of \$27.1 million for the 2005-2006 school year, an increase of \$1 million over the previous year's allocation. The FOP points to continued large increases in enrollment (from 13,830 to 14,381 in 2005) and a 4.6% tuition increase in the 2005-06 budget. These facts contribute to the College's financial ability. In evidence is the College's 2005 annual report that includes the President's "State of the College" presentation containing the following remarks:

The state of our College is the best that it has been during my 14 years at Brookdale, and may be the best in the College's 36-year history. Enrollment has risen by more than 16 percent over the past three years ... [t]his year's reconstruction of the Natural and Applied Science building, the centralization of student services in MAE and the upgrade of the Collins Arena and Fitness Center are addressing immediate needs. As for long-range objectives, the Facilities Master Plan of 2015 will feature the Higher Education Centers. Work will include the possible development of a new

facility in Bayshore, further enhancement at Asbury Park, facility improvements at Long Branch, and expansion of the Western Monmouth site. In fact, during fall 2005, Western Monmouth will begin operations as first New Jersey-State certified Branch campus, providing full-service College programming and amenities for the Western sector of the County.

In sum, the FOP claims that the College's financial capacity is capable of financing its proposals that are geared to reducing turnover in police department personnel and to make salaries and benefits more comparable with those received by police personnel employed by the various municipalities within Monmouth County. These units are said to present the best benchmarks for comparisons.

The FOP, citing a roster of police officers who have resigned from the College to accept positions with other law enforcement agencies, urges that its proposals be adopted to maintain continuity and stability within the Brookdale Police Department. According to the roster, 30 officers have left the department since 1994, including 11 who have resigned since May 2000 and three in recent years. According to testimony from FOP President Chris Morgan, turnover has had a negative impact on the morale of the department and has contributed to inefficiencies. The FOP asserts that the College's resources are lost by sending a newly hired officer to the police academy, train that officer in the operations of the department and then lose that officer when he or she leaves the department to take a higher paying position with another law enforcement agency. In the FOP's view, more competitive wages and benefits would result in more continuity

of employment and more effective police services, as well as serving the interests and welfare of the public by retaining trained and experience police officers. Drawing upon Morgan's testimony, the FOP offers the following points in support of this position:

1. A senior officer knows the staff, students and visitors of the College;
2. A senior police officer knows the trouble spots and other high-volume areas on campus;
3. A senior police officer knows the facilities and layout of the rapidly expanding campus;
4. A senior police officer takes less time to do a task than a junior officer which, in turn, makes the Police Department as a whole more efficient and competent;
5. A senior police officer can detect crime and traffic patterns which occur over the course of several months and years, not just over the course of weeks and days; and
6. A senior police officer can train junior police officers in all of the above.

Notwithstanding all of the above, the FOP's main argument in support of its proposals relates to the alleged disparity in comparable salaries and benefits between the College's police officers and police officers employed in the various Monmouth County municipalities. The FOP relies upon a prior arbitration decision affirmed by PERC on appeal (Rutgers, The State University of New Jersey, 24 NJPER ¶ 29195, 1998) wherein the arbitrator found that Rutgers police officers provided the most relevant comparability data under N.J.S.A. 34:13A-16(g)(2)(c). According to the FOP, the College's police officers "are the

worst paid law enforcement officers in Monmouth County” and that this fact would continue even if all of its proposals are awarded. In support of this contention, the FOP offers voluminous comparability evidence on salaries and benefits. The FOP submits charts of all Monmouth County municipalities reflecting that the College’s police officers at maximum pay averaged \$28,998 less than the Monmouth County average in 2003 and \$31,625 less when longevity is factored in. In 2004, the average is \$33,326 less (inclusive of salary plus longevity), \$26,713 less in 2005 (inclusive of salary plus longevity), and \$21,807 less in 2006 (inclusive of salary plus longevity). The FOP makes similar comparisons for its Sergeants that yield similar results when comparisons are made with Sergeants employed by municipalities within Monmouth County.

For all of the above reasons, the FOP seeks an award adopting its last offer.

The Position of the College

The College’s position sharply differs from the FOP’s. The College asserts that its last offer to the FOP is reasonable and equitable in contrast to the FOP’s which it terms excessive and without justification.

Initially, the College advances the principle of “pattern of settlement” characterizing it as being well accepted in arbitration and upon judicial review of arbitration awards both before PERC and the Courts. The argument is summarized by the College as follows:

Historically, patterns of settlement develop between a county and its bargaining units. Contract settlements that are negotiated with one bargaining unit in a county are traditionally identical with those reached with the other bargaining units in the county. See In the Matter of the Interest Arbitration between FOP Lodges 36A and 36B, and the Board of Chosen Freeholders of Hudson County, Docket No. 1A-78-69 (December 23, 1978), BCC Section A, Book I, Exhibit I at 8; Fraternal Order of Police, Lodge 36A and Lodge 36B v. The County of Hudson et al, Docket No. L-1975S-7S, (Law Div, March 22, 1979), BCC Section A, Book I, Exhibit J at 8; In the Matter of the Impasse between the County of Hudson and United Nurses Organization, December 18, 1978, BCC Section A, Book I, Exhibit K at 5.

The rationale for this principle is, of course, fundamental fairness in negotiations. Furthermore, when a pattern of settlement is followed, groups are not discouraged from settling first, out of a fear that those who hold out and settle last might receive a better deal. Arbitral adherence to settlement patterns fosters labor relations stability and encourages future settlements. It provides labor peace and order through the predictability that groups will all be treated the same; as such, this concept encourages parties to settle through negotiations and stimulates interest in early contract resolution. Such patterns of settlement are entitled to great weight in future settlement proceedings. A settlement at great variance with those already concluded, fosters ill feelings and creates serious labor unrest. See In the Matter of the Compulsory Interest Arbitration between the County of Hudson and Fraternal Order of Police Lodge #77 (Corrections Officers) 11 NJPER ¶16043 (1985), BCC Section A, Book I, Exhibit L at 14; In the Matter of Essex County and Essex Sheriff, 31 NJPER __ (¶ __ 2005), app. Pending, BCC Section A, Book I, Exhibit G at 2; Fraternal Order of Police Lodge #77 v. Hudson County, No. C-1251-79 (Chancery Div. March 14, 1980), BCC Section A, Book I, Exhibit M at 3. Application of a pattern of settlements have been upheld by the Commission on Appeal. See In the Matter of Union County Corrections Officers, PBA Local 199 and County of Union, 20 NJPER 97 (¶38 2004), BCC Section A, Book II, Exhibit V. It has been noted that if there are considerations present that warrant breaking the patterns of settlement, an arbitrator may choose to do so. See In the Matter of Interest Arbitration between City of Atlantic City and Atlantic City Professional Fire Fighters IAFF Local 198, 14 NJPER ¶19288 (1988), BCC Section A, Book I, Exhibit O at 16. Yet, the FOP has presented no evidence that warrant breaking the pattern of settlement at BCC.

Moreover, the pattern of settlement corresponds well with the Interest Arbitration criteria of interest of the public, salary and benefit comparisons with the same employer, and principles generally accepted in labor relations and negotiations. See In the Matter of the Interest Arbitration between City of Camden and Fraternal Order of Police Lodge #1, 8 NJPER ¶13406 (1982), BCC Section A, Book I, Exhibit P at 28.

According to the College, its proposed salary increases, insurance benefits and paid sick leave are similar in terms with agreements it reached with its Administrative Staff and Full-Time Faculty Unions. In contrast to the 4.0% increase in these units, the college contrasts the FOP's demand for 5.0% and its longevity proposal of 2% to 14.5% for 5 to 30 years of service compared to the existing one-time payment of \$250.00 that is placed into base salary for employees with 25 years of service, a benefit provided for in the other agreements. The College estimates the total cost of the FOP proposal to be 24.5% in the first year of the agreement. It terms the cost "exorbitant", inconsistent with the internal pattern of settlement and "unconscionable given the school's financial crises."

The College terms its financial ability as being "rather bleak" due to the high level of tuition which it charges and the uncertainties it has in continuing to receive county and state aid. It points out that it has a \$91.75 per student credit hour tuition, the highest level out of the nineteen (19) community colleges in New Jersey. Because of this, it contends that increases in tuition and fees cannot be relied upon to balance a budget if county and state aid are not received in the

amounts the college has experienced in the past. The County notes that the State's deep financial crises may cause it to not receive the \$13,187,488.00 in state aid it projected in the 2006 budget and the County has stated to the College that it may not support any increase in aid beyond 2007. Fearing that it will not receive such aid in the future the College projects in a five-year Financial Plan that it would only have \$143,315 free balance after applying its reserves in FY-2009-2012.

Additional aggravating factors cited by the County are higher health care costs that rose by 12.14% in 2006, higher utility costs and annual debt service payments to the Warner Student Life Center and the Western Monmouth Higher Education Center. The College emphasizes the analysis made in the Fehr Report that the College will experience adverse financial impact if the FOP's proposals were awarded.

The College further contends that its last offer is consistent with comparables for police officers who perform the same or similar work. The College claims that comparability evidence is more appropriate for police officers who work at other college campuses rather than for municipalities in Monmouth County. The College provides a chart reflecting that its proposed increase compares favorable with those increases received by the other university or college police officers:

Rate of Increase for Campus/County Police

Department	2001	2002	2003	2004	2005	2006	2007
BCC	3.6%	4.2%	4.2%	4.0%			
Middlesex CC	4.5%	4.5%	4.0%	4.0%			
UMDNJ				5.0%	4.0%	3.0%	5.0%
NJIT					3.5%	4.0%	4.5%
Essex CC	4.5%	4.5%	4.5%	4.5%			

The College also compares maximum salaries for its police officers with those employed at Middlesex County College and Monmouth University and concludes that its police officers are, in comparison, well compensated. Citing the overall compensation standard, the College makes the following arguments:

In addition to competitive wages, Brookdale police officers enjoy other favorable benefits. They receive fifteen (15) days per year of sick leave, a longevity program, five (5) personal days, eleven (11) paid holidays, a maximum of twenty (20) days vacation, a clothing and maintenance allowance of \$650.00 and a highly competitive tuition waiver and reimbursement educational plan for officers and their families. FOP Exhibit B. The College's benefits package is competitive when compared to the benefits package at other area campuses in the State. BCC's officers receive more sick leave than police officers at Essex County College, Middlesex County College, Monmouth University, NJIT, and UMDNJ. BCC Section A, Book III, Exhibit H. They receive greater longevity than Middlesex and UMDNJ. Also, BCC police officers receive vacation days and a clothing allowance that is competitive. As such, BCC's officers' salaries combined with their clothing allowance, sick leave, holidays, vacations, personal days, educational credit plan and longevity demonstrate that the College's compensation and benefits are very competitive with all other campus police officers in Monmouth County and in Central New Jersey.

The College rejects the FOP's emphasis on employee turnover. It argues that there are many reasons beyond salary that motivate police officers to transfer to other police departments including the opportunity to engage in more intensive police work than may exist on the campus. The College points out that

it has never had shortage of qualified applicants for any openings and that its overall proposals guarantee the maintenance of its competitive standing.

For all of the above reasons, the College urges acceptance of its last offer and the rejection of the FOP's.

DISCUSSION

The College and the FOP have forcefully articulated their positions on the issues in dispute and have offered testimony and considerable documentary evidence and argument on each statutory criterion in support of their respective positions. I have carefully reviewed, considered and weighed all of the evidence and arguments.

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.

The majority of the numerous issues in dispute are economic in nature. These include, among other things, wage increases, adjustments to salary, longevity, health insurance, shift differentials, disability payments, leaves of absence and stipends. The record reflects that all of the enumerated criteria are relevant to a disposition of these issues although my application of these factors reflect that not all are entitled to equal weight.

While I must assess the merits of the disputed proposals individually, I refer to criterion N.J.S.A. 34:13A-16g (8). This criterion directs that consideration be given to factors ordinarily or traditionally considered in the determination of wages and benefits. Such factors require that consideration be given to the totality of the changes to be made to an existing agreement. This is especially appropriate in this case due to the number and linkage between and among the many economic issues and the overall financial impact of these issues. This is consistent with the statutory requirement that the arbitrator determine whether the total net annual economic changes for each year of the agreement are reasonable under all of the criteria. Thus, any decision herein to award or to

deny any individual issue in dispute will include consideration as to the reasonableness of that individual decision in relation to the reasonableness of the totality of the terms of the entire award.

STIPULATIONS

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) and will incorporate them into the Award. These include the following:

1. Article 12.1 Revise to read: Regular employees, spouse, and dependent children according to New Jersey Health Benefit criteria shall be permitted by the College to take not more than nine (9) credits of course work offered by Brookdale Community College each Fall, Spring, and Summer for which tuition shall be waived. Student activities fees shall be waived for employees only. Other fees and charges incident to the course shall be assumed by the employee or family member. It is further provided that the minimum enrollment for the course must be met and 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 enroll beyond the 9 credit limit in Brookdale Community College courses for two (2) years, free of charge (exclusive of fees), to pursue a degree program.
2. Article 17.3 (c). Formal Step Three. Revise to read: The grievance shall be heard by the Executive Vice President or designee (copy to Dean, Human Resources), within five (5) working days and shall render a decision within five (5) working days of the hearing.

I proceed next to decide each individual issue in dispute.

DURATION

The duration of the Agreement became an issue as a result of the College's request to revise its last offer in November of 2006 to include a contract expiration through June 30, 2010. That request was denied due to the time that elapsed since the hearing date as well as the prospect that existed for the holding of additional plenary hearings to take additional evidence if the offers were revised through 2010. Thus, the duration of the Agreement shall be three years with an expiration date of June 30, 2008.

Uniforms Clothing Allowance

Article 6.7 currently provides for a clothing allowance as follows:

	<u>Police Officers</u>	<u>Security Guards/Dispatchers</u>
2002 - 2003	\$550	\$275
2003 - 2004	\$600	\$300
2004 - 2005	\$650	\$325

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.

The FOP proposes to increase the allowance for police officers to \$1,000 and for security guards/dispatchers to \$500. The College proposes no increase.

The FOP submits comparable data asserting that the existing clothing allowance ranks below clothing allowances provided by municipalities in Monmouth County and further, that those municipalities generally increase such clothing allowances during the terms of their agreements.

A reasonable increase in the clothing allowance has been justified. A neat and professional appearance for law enforcement personnel is not only required but is especially appropriate in the environment of the college campus. The standards at Brookdale are not less than elsewhere. The comparisons provided by the FOP reflect substantially higher payments in other law enforcement departments. Many receive dual payments by including payments for clothing allowance and clothing maintenance and the record reflects that modest increases in this type of allowance is common. While parity with other departments is not required, a reasonable increase at the College has been shown to be warranted. I award an annual clothing allowance of \$700 in 2005-2006, \$750 in 2006-2007 and \$800 in 2007-2008 for police officers and \$350 in 2005-2006, \$375 in 2006-2007 and \$400 in 2007-2008 for security guards/dispatchers.

Article 12.4(C)
Fringe Benefits – Health Benefit Premiums

The College maintains an insurance benefit program for regular employees as set forth in Article 12.4 of the Agreement. Section (C) provides for the following:

The health benefit premium obligation of the College shall be subject to a cap using June 30, 2005, as a base date for that cap. However, the cap shall not be applied prior to agreement to a successor contract.

The FOP proposes to omit the above language or, in the alternative, to maintain section (C) with a modification that the date be changed to June 30, 2008. The College seeks to modify Section (C) by adding the language "the parties agree to develop a mutually agreeable procedure for payment of health benefit increases."

The College has several collective negotiations agreements with other bargaining units. The health insurance program is uniform. Consistency in the health insurance program among the various units is appropriate. Those agreements contain similar language that the FOP has proposed here with the exception that the duration of those agreements extends to 2010. No basis has been presented by the FOP to omit the language that provides a prospective cap nor has the College established that there should be a deviation in this unit at least through the expiration of this Agreement. Accordingly, I award the following language:

The health benefit premium obligation of the College shall be subject to a cap using June 30, 2008, as a base date for that cap. However, the cap shall not be applied prior to agreement to a successor contract.

Fringe Benefits – New 12.4(D) – Notice of Reduced Coverage Eligibility

The College has proposed to add a new section (Section D) to Article 12.4.

Add sentence: Employees who do not provide the required notice of reduced coverage eligibility within 60 days of the event that reduces the coverage eligibility, will be billed for the excess cost of the higher coverage. (Ex. Family coverage to Employee and child after divorce; Family coverage to Employee and Spouse after children exceed coverage age.)

The FOP has not agreed to this proposal.

The College's proposal to add Article 12.4(D) is reasonable. An employee and/or his or her spouse and dependents should only be entitled to health insurance benefits as they are provided at Article 12. The College should not be responsible for the payment of premiums for coverage that an employee is not eligible to receive pursuant to this Article. Thus, once there is a basis for reduced coverage eligibility, such as when a child exceeds the coverage age or when an employee has been divorced, a sixty (60) day time period from any such event is sufficient time for an employee to provide notice to the College as to the benefits for which he or she is eligible. Accordingly, I award the inclusion of the College's proposal to add this language to Article 12.4.

Article 12.1, 12.2 & 12.3 – Fringe Benefits

Articles 12.1 through 12.3 provide various tuition benefits for regular employees, spouses and dependent children. Article 12.1 concerns tuition waiver for up to nine credits of course work each term offered by the College. This section has been agreed to and is set forth in the Stipulation section of this award. Article 12.2 allows for participation at the College's summer camps at one-half of the fee charged for the camp. Article 12.3 extends tuition reimbursement for 12 credit hours per fiscal year for regular employees to matriculate towards a Bachelors or Masters degree. The FOP seeks to extend Articles 12.2 and 12.3 to retired employees. The College has denied these proposals.

The FOP contends that its proposal would provide an extra incentive to unit members to remain employed at the College rather than seek employment elsewhere. The College objects citing the unknown cost associated with granting such benefits to retired employees.

I do not award the FOP's proposal. The existing programs for tuition reimbursement are clearly designed to reward active employees during their employment at the College. The College benefits as well as the employees by having an employee's education and training knowledge broadened while employed at the College with little or no cost attached to participation. The proposal is denied.

Article 12.4 – Fringe Benefits
New 12.4(D) – Short Term Disability

The existing Agreement provides the following language concerning short term disability.

Short-term Disability to compensate at the rate of seventy (70%) percent of the weekly wage of the employee to a maximum of \$750 per week for a period of twenty-six (26) weeks. Eligibility shall commence on the fifteenth (15th) day of disability.

The College seeks to add the following language to the end of the above paragraph:

“... or at the expiration of accrued leave time; whichever is later.”

The FOP opposes this proposal.

There is insufficient record evidence upon which to award the College's proposal. There is no evidence that this provision has been abused. This bargaining unit is small in number, and the proposed change in the existing language requires the meeting of a burden that the College has not met. Accordingly, the proposed change is not awarded.

Article 12.5 - Fringe Benefits
Leaves of Absence

Article 12.5 sets forth a broad leave of absence program. Among the leaves stated include personal purposes, sick leave, bereavement leave, jury duty and military leave. These provisions at Sections A through F are not in dispute. The College has proposed to replace Sections G, H and I*. These sections concern child care, maternity leave, and discretionary leaves without pay. The College proposes the following language:

"Leaves of Absence – Employees shall be granted full salary increases for leaves of absence not to exceed one year. Maximum leave time limitations are as defined below and will include time away from the job in either a paid or unpaid status. Accrued time off will be used before status changes to unpaid; except that sick time may be used only for illness or child care leave. An employee on a leave of absence as noted below shall be granted the full salary increase. Family leave entitlements will run concurrently with these leaves, as permitted by law.

i. **Maternity –**

Maternity related disability will be treated as any other disability, in accordance with the law, when in the absence of pregnancy or maternity, the employee would have been on the College payroll. (See Short Term Disability Leave, above, at 12.4 D)

ii. **Child Care Leave for Employees with less than 1 Continuous Year of Service –**

A regular employee with less than one (1) year of continuous service may be entitled to a maximum of nine (9) continuous weeks of child care leave, commencing upon a date specified by an attending physician or determined by the process of adoption as

* The college also refers to Section J. However, Section J does not appear in the existing Agreement.

certified by an agency, institution, or court of law. No fringe benefits shall be paid by the College while the employee is in an unpaid status. Eligibility shall begin after ninety (90) days.

iii. Child Care Leave for Employees with 1 or More Continuous Years of Service –

A regular employee who has completed one (1) year of continuous full-time service may be granted a maternity related disability and child care leave of absence for a maximum period of one (1) year. Fringe benefits shall continue to be paid by the College for any portion of an unpaid leave covered by FMLA.

iv. Family Leave –

FMLA covered leaves of absence for other than child rearing and maternity (addressed above) will be run concurrent with time off provisions and will be provided in accordance with the law.

v. Special Purpose Leave –

Upon application by a member of the bargaining unit, the Board of Trustees in its discretion may grant a leave of absence without pay for up to one (1) year. This application shall be submitted to the immediate supervisor of the employee.”

The modifications proposed by the College are consistent with the modifications that have been made in collective negotiations agreement at the College. The existing leave of absence program is broad in scope and reasonable in nature. The consistency sought by the College will provide internal stability while maintaining comprehensive employee rights. Accordingly, the proposal is awarded.

Article 8.2 – Seniority

The College proposes to change “he” to “be.” The proposal corrects a typographical error and is not opposed by the FOP. It is awarded.

Article 18.9 – EMT Stipend

The existing Agreement provides a stipend for an EMT certification. The language reads as follows:

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 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. (emphasis in original)

In its place, the College proposes the following language:

Revise to read: An annual stipend of \$1,000 will be given to police officers and security guards possessing EMT certification. This provision will begin to accrue on the first day of work for security guards and on the first day reporting to work following completion of the academy for police officers.

The FOP has not agreed with this proposal.

The College’s proposal is, by its very nature, to be applied to new employees. In the instance of security guards, the annual stipend would begin to accrue on the first day of work and for police officers, on the first day reporting to work following completion of the academy. There would be no other limitations

on the receipt of the annual stipend other than having to possess an EMT certification. The existing stipend is referred to as an annual stipend and it is not unreasonable for the stipend to begin to accrue at a time during the initial year of employment that an employee reports to work or completes the academy. I award the proposal to be effective for employees hired January 1, 2008 or thereafter. The modified language shall not be applied to police officers who are attending the academy prior to January 1, 2008.

Article 13.3 – Meal Allowance

The existing Agreement provides a meal allowance at Article 13.3. The language reads as follows:

The College agrees to pay a meal allowance of \$10 whenever an employee is required to work three (3) or more hours beyond their normal shift. If an employee is required to work a full double shift the meal allowance shall be \$20 unless meals are provided by the College. An additional \$10 shall be provided for each four (4) hours beyond the double shift worked unless meals are provided by the College. All claims for payment of the meal allowance shall be accompanied by receipts which verify the expenditures which are claimed, except for the four (4) to twelve (12) to eight (8) shifts, when no receipts will be required for meal reimbursement.

The FOP proposes the following change:

The College agrees to pay a meal allowance of \$15 whenever an employee is required to work two (2) or more hours beyond their normal shift. An additional \$10 shall be provided for each four (4) hours beyond the double shift worked unless meals are provided by the College. All claims for payment of the meal allowance shall be accompanied by receipts which verify the expenditures which are claimed, except for the four (4) to twelve (12) to eight (8) shifts,

when no receipts will be required for meal reimbursement. (NASA 4.8).

According to the FOP, its proposal to reduce the threshold period of overtime to 2 hours and to increase the meal allowance to \$15 is consistent with Article 4.8 of the agreement the College has with its Professional Staff Association. FOP President Morgan testified that the current allowance is not sufficient and that police officers are required to work more than two hours but less than three hours beyond that officer's normal work shift on many occasions. Given this unrebutted testimony and its consistency with the PSA agreement, I award the FOP's proposal effective July 1, 2007.

Article 18.6 – Shift Differential

The existing Agreement provides a shift differential at Article 18.6. The language reads as follows:

Effective January 1, 2005 an employee who is regularly assigned to the second shift (4 PM to 12 Midnight) shall be entitled to a differential of thirty (30) 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 thirty-five (35) cents per hour for each hour worked.

The FOP proposes the following changes:

Change "30 cents to 1 dollar" and change "35 cents to 1 dollar and 50 cents."

The College opposes the proposal.

FOP President Morgan testified on behalf of this proposal. Police Officers are required to work evening and midnight shifts and, when doing so, receive an evening (\$.30) and midnight (\$1.00) differential. In the FOP's view, an increase would improve morale and would help in attracting and retaining qualified law enforcement personnel.

A reasonable modification to the shift differential is warranted but not to the extent sought by the FOP. Its proposed increase amounts to 330% on the evening shift and 50% on the midnight shift. Effective July 1, 2007, I award increases in the evening differential of \$.10 per hour and in the midnight shift differential of \$.15 per hour. The rates shall be adjusted to 40¢ and \$1.15 respectively.

Increase in Off Duty Rate of Pay

The FOP proposes to increase the hourly rate paid to FOP members to \$42.00 per hour, or the member's overtime rate of pay, whichever is greater and to eliminate the rate distinction for non-profit third party vendors.

Currently, police officers who perform special duty assignments receive a flat rate of \$37.00 per hour or the overtime rate, whichever is greater, and \$33.00 per hour or the overtime rate, whichever is greater, if the vendor is non-profit. The FOP cites a memo from the Chief reflecting that the present rate has been in

effect for a number of years and that the rate of pay should be increased to \$42.00. Although the College does not agree to this proposal, the record does not contain any opposition to the proposed increase.

An increase in the hourly rate to \$42.00 per hour, or the officer's overtime rate of pay, whichever is greater, is reasonable given the fact that the rate has been in effect for many years. I award this change. I do not award an elimination of the distinction in the rate for non-profit third-party vendors. This distinction is not uncommon. I award an adjustment in this rate to \$37.00. These modifications are awarded prospectively, that is, after the date of this award.

Article 4.3 – Overtime

Article 4.3 of the existing agreement sets forth the following requirements concerning the payment and calculation of overtime.

Overtime compensation and the method by which overtime payments are made shall be consistent with the provisions of the Fair Labor Standards Act except that holidays, bereavement, vacation, personal, and sick days shall count towards the calculation of forty (40) hours for computing overtime.

The College has proposed to replace this provision with the following language:

Overtime compensation and the methods by which overtime payments are made shall be consistent with the provisions of the Fair Labor Standards Act.

According to the FOP, the purpose of the College's proposal is to eliminate the counting of the various paid leave times towards the calculation of 40 hours with the computation of overtime. This, according to the FOP, would worsen the already inferior compensation package presently received. The FOP further notes the absence of testimonial evidence in support of the College's proposal. The College has not sustained its burden on this issue and accordingly, it is denied.

Article 6.8 – Bullet Proof Vests

Article 6.8 of the Agreement states that "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."

The College has proposed to revise this section by adding the underlined sentence to the existing language:

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

The FOP opposes the proposal. It asserts that the College has failed to sustain its proposal in the absence of any evidence from the Chief expressing a

desire that officer's be required to wear the vests and, in the absence of any evidence that officers previously issued a bullet proof vest was not wearing the vest.

The meaning of the College's proposal is self-apparent. When a police officer requests that the College issue a bullet proof vest, the College is required to provide one at no charge. When the vest needs replacement in accordance with the manufacturers warranty, the College must do so at the expense of the College. It is not unreasonable for there to be a requirement that the bullet proof vests be worn after one has been requested and then paid for by the College. The existing provision does not require a police officer to wear a bullet proof vest. It is provided to him or her only upon employee request at the cost of the College. The College has the right to assume that the vest then be worn. For these reasons, I award the proposed language.

Article 9.10 – Reduction in Force

The College proposes to omit Article 9.10. Article 9.10 states:

Per the Memorandum of Agreement dated 2/8/90 recognizing the position of Security Guard, those persons bearing the aforementioned title in this clause will be used only at College extension centers and not on the Lincroft campus. Any exceptions to this provision must be approved by the Lodge.

During the negotiations the College contended that the above provision of the Agreement was not mandatorily negotiable. It filed a Scope of Negotiations

petition with PERC seeking to obtain a ruling consistent with its position. During the processing of that petition the FOP acknowledged the College's position and agreed to remove it from the contract.

Based upon all of the above, Article 9.10 shall be omitted from the Agreement.

Article 4.4 – Working Conditions

During the negotiations the College claimed that Article 4.4- Working Conditions was not mandatorily negotiable. That provision states:

In the event of outside help being called in to work, each off duty officer of the bargaining unit must first have been asked to work the detail before the work is given to an outside department, special officers, other personnel within the department, or student safety officers.

After the filing of a Scope of Negotiations petition with PERC, PERC issued the following ruling [See PERC No. 2007-35]:

Article 4.4 is not mandatorily negotiable as written because it provides that police officers will be given priority for all overtime work over other employees of the department, regardless of the nature of the work. The article could also be used to prevent the employer from seeking assistance from other police forces when necessary. See, e.g., Denville Tp., P.E.R.C. No. 2005-23, 30 NPER 421 (¶138 2004). And it could prohibit the department from using security guards to perform services that are within their job classification and traditional work and that the department does not believe should be provided by a police officer [Footnotes omitted].

Given the above, the old Article 4.4 shall be omitted from the Agreement.

During the processing of the above petition, the FOP proposed a replacement for Article 4.4. The College also challenged this proposal on negotiability grounds. The replacement provision that the FOP proposes reads as follows:

Unit work preservation will be maintained for all titles covered by this Agreement. In the event additional work becomes available within a specific job classification, each off-duty member of the bargaining unit within that specific job classification must be asked to work before asking any other member of the bargaining unit to work.

PERC held that the replacement proposal was negotiable and could be submitted to arbitration on its merits. PERC stated:

The employer argues that this proposal would interfere with its prerogative to assign a police officer when it believes the duties necessitate the assignment of a security guard. However, the proposal does not appear to implicate that concern because it is limited to circumstances where "additional work becomes available within a specific job classification." If the additional work is police officers' work, then police officers have a negotiable interest in having that overtime opportunity allocated to off-duty police officers. Kearny. The same applies to security guards. Should the proposal be awarded and the FOP seek to arbitrate a grievance challenging the employer's determination that a particular overtime assignment should be given to a security guard rather than a police officer, the employer may file a scope petition and seek a restraint of binding arbitration.

The record does not reflect that unit work has been in controversy. The unit is a mixed unit. The statutory authorities of a police officer cannot be transferred to an employee who does not possess those statutory authorities. In the absence of evidence that assignments among bargaining unit members have

deprived one job classification from performing work that that job classification has traditionally performed, the proposal is denied.

Article 11.1 – Evaluation

The College proposes to modify Article 11.1 to read:

Regular employees shall be evaluated at least annually no later than June 30th. A supervisor may conduct additional evaluations as needed.

The first sentence of this proposal refines existing language at Article 11.1 that states:

Regular employees shall be evaluated annual **no later than June 30th** unless a supervisor may find need for a Performance Evaluation. (emphasis in original)

The proposal of the College clarifies any ambiguities that may exist in the contractual language and appears to be a reasonable exercise of its managerial authority. No opposition to this proposal appears. Accordingly, it is awarded.

MAJOR ECONOMIC ISSUES

I next turn to the major economic issues in dispute. While other economic issues have been decided they have far less economic impact than the remaining issues concerning longevity, salary adjustments and changes to the classification and compensation schedule.

Article 18. 10 – Continuous Service Payments

The existing Agreement provides for continuous service payments at Article 18.10. The language reads 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, not 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.

The FOP proposes the following change:

*Change to: "In addition to base salary, all members shall be entitled to longevity based upon their appropriate years of service according to the following schedule:

2% of base pay after	5	years of service;
7% of base pay after	15	years of service;
9.5% of base pay after	20	years of service;
12% of base pay after	25	years of service;
14.5% of base pay after	30	years of service;

*Revised after hearing

The FOP supports its proposal by referencing many law enforcement agreements in Monmouth County that contain longevity provisions. The statistics and charts cited by the FOP are numerous and need not be restated here. Essentially, the FOP couples this proposal with its salary proposal in support of its argument that the total compensation package for police officers at Brookdale is inferior and in need of radical adjustment. The College opposes the FOP

proposal citing the absence of longevity schedules in its collective negotiations agreements with its various units as well as the existence of the continuous service payments.

Notwithstanding the well articulated argument offered by FOP counsel, its proposal must give way to the reasonable consistency that the College has maintained among its bargaining units on this issue as well as the costs of the proposal which cannot be justified under the statutory criteria that requires consideration of financial impact.

Notwithstanding the above, an adjustment in the continuous service payments is warranted. The existing schedule was awarded in a previous arbitration at levels that had previously been set forth in the Professional Staff Association agreement. Those payments for the PSA were increased effective July 1, 2005 to \$300, \$400 and \$500 at the 10, 15 and 20 year levels without other changes in the program. I award these adjustments to the continuous service payment to this unit also effective July 1, 2005. Thus, the continuous service payments shall be \$300, \$400 and \$500 at the 10, 15, and 20 year levels respectively.

Article 18.12 – Salary Adjustment

The FOP has proposed to have the College add a 2% annual wage increase above and beyond the annual increases to be awarded according to the following language:

"All members, being considered essential personnel, shall receive an additional 2% annual wage increase after all other annual increases have been applied as compensation for the College's reduction of work hours between the months of June and August." (NASA 4.3)

The College urges rejection of this proposal.

The FOP finds support for this proposal in the fact that the College's support staff unit [Professional Staff Association] and Administrator's unit enjoy a reduction in work hours per week from forty (40) to thirty-five (35) during the months of July and August while the College's police officers, as essential personnel, provide services around the clock (24-7-12) for the entire work year. In the FOP's view, the additional 2% annual wage increase – after all other annual increases have been applied – is justified for having to continue to perform a full work week during the summer months. The College views the proposal as too costly and flawed in its premise.

The argument in support of the FOP's position is not persuasive. While internal comparisons are certainly relevant, the summer thirty-five (35) hour workweek for support staff and administrators has not been shown to be a benefit applicable to police personnel in a manner that would translate into a base wage percentage adjustment to their salary schedule. Accordingly, the proposal is denied.

Article 18 – Classification and Compensation Schedule

This article sets forth the base pay salary schedule for police officers. The record reflects that the College and the FOP have implemented a revised salary schedule structure during the past two negotiations. The structure, in addition to providing minimum and maximum salaries, now allows for a progression through that schedule based upon increasing years of experience as a police officer (up to after four (4) years of employment) providing that a police officer meets a minimum "Meets Standards" evaluation.

The respective proposals of the parties each seek primary support based upon considerations of comparability but the comparisons sought by each involve different sets of employees and jurisdictions. Because of this, each comparison grouping, if strictly applied, would yield substantially different results. This is due to the College's focus on internal comparisons and with campus police units elsewhere while the FOP's focus is on law enforcement terms and conditions provided by municipalities in Monmouth County. From the College's view, its proposal of 4% per year is consistent with its internal pattern of settlement while the FOP's position is that its proposal will help ease the "huge gap" that exists between current salaries and those that exist in virtually all Monmouth County municipalities.

The College and the FOP also have addressed the other criteria in their arguments. The College emphasizes that its financial outlook has become

uncertain given what it believes to be a likelihood of reductions in county and state aid that would require it to drastically draw down on its reserves. It also asserts that past salary increases for this unit have far outpaced the cost of living, that the existing overall package of terms and conditions of employment (including free health insurance, tuition waivers, paid sick leave, holidays and personal days) is generous, and that current salaries are competitive with wages paid in the private sector. The FOP stresses that the current contract provides "inferior" salaries that need to be improved and that the substantial turnover has been caused by the existence of far better salaries and compensation packages that exist in other law enforcement departments. The FOP also disagrees with the College's position concerning its ability to fund the FOP proposals.

While all of the statutory criteria are relevant, the issues present here require granting the most weight to N.J.S.A. 34:13A-16g (2)(a), (b) and (c). This multifaceted criterion that allows for consideration to be given to comparisons with public employees employed at the College, those employed in the private sector and those performing similar services in the same or comparable jurisdictions. Financial impact considerations, N.J.S.A. 13A-16(6) are similarly significant when evaluating the merits of the parties' proposals as well as the continuity and stability of employment for the College's police officers. The interests and welfare of the public are promoted by an Award that accommodates these factors in a reasonable fashion.

In evaluating the comparison arguments, I cannot sustain the position that there must be strict parity between Brookdale's police officers and the College's non-law enforcement employees nor that their terms and conditions of employment governed by police officers employed in the Monmouth County municipalities. Pattern of settlement is a longstanding reality at the College. Significant weight must be given to the College's contention that new terms be reasonably consistent with modification agreed to in its other units. However, blind application to pattern or parity is not required nor appropriate given the record evidence that the agreements in each of the College's other units contain certain differences that accommodate unique circumstances that were present in each of those units. By way of example, the workweek of clericals during the summer months and academic rank for teaching professionals require consideration that are different in law enforcement. Likewise, the law enforcement profession requires attention to terms that are commonly understood to apply only to police officers. This favors an award that generally honors the internal pattern while permitting adjustments in this unit that will accommodate issues relating to external comparability and the promotion of greater continuity and stability of employment in this unit. The FOP cite to Rutgers does not dictate more significant increases. Rutgers did not tie salary levels of campus police to municipalities but instead allowed for weight to be given to the increases in pay achieved in those municipalities. In this instance, the increases set forth below are comparable to the increases achieved in the various Monmouth County municipalities but do not require salary or benefit

parity with them. As a law enforcement unit, developments and trends in police units are factors that must be given some consideration. All of these factors must be accommodated without creating present or future adverse financial impact to the College.

The last adjustment to the existing Classification and Compensation Schedule provided for basis for the following structure:

<u>Classification</u>	<u>Compensation</u>	
	<u>2004-2005</u>	
	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Dispatcher	\$26,022	\$44,082
Security Guard	\$26,022	\$44,082
Probationary Officer	\$33,496	N/A
Police Officer	\$33,496	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	\$36,320	\$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	\$39,142	\$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	\$41,401	\$53,997
<i>July 1 after two (3 years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		
Senior Police Officer		
<i>July 1 after four (4) years of service from date of hire –</i>		

*5% increase or adjustment
to the minimum, whichever
is greater*

	\$43,659	\$56,119
Sergeant	\$51,942	\$59,224

The above schedule provided for an across the board increase in each year (\$511 plus 4.2%), (160 plus 4.2%) and (4.0%). As each police officer earned an additional year of service from date of hire he or she would, if qualified, move up to the next level in the schedule until reaching the level of "Senior Police Officer" "after four years."

The application of the schedule to unit police officers and Sergeants yielded the following salaries to individual employees as of the expiration date of the Agreement, June 30, 2005:

TITLE	OFFICER	DATE OF HIRE	SALARY
Senior Police Officer	Morgan	01/29/99	43,659.00
Police Officer III	Schneider	01/16/01	41,901.00
Police Officer I	Marrero	07/16/03	33,496.00
Police Officer I	Halpin	07/16/03	33,496.00
Police Officer I	Ceglie	01/20/04	33,496.00
Police Officer I	Whitten	01/18/05	33,496.00
Police Officer I	Williams	01/18/05	33,496.00
Police Officer I	Iacouzzi	09/01/05	33,496.00
Sergeant	Boehler	07/25/74	53,258.00
Sergeant	Kimler	07/23/01	51,952.00

A reasonable determination of the salary issue requires the adoption of the four percent (4%) salary proposal of the College but with adjustments to the existing Classification and Compensation schedule that continues to provide

police officers with progress towards reaching Senior Police Officer status within a reasonable time period from initial employment at the College at a level that promotes greater continuity and stability of employment and a reasonable equity adjustment to address the FOP's disparity arguments at costs that do not cause adverse financial impact on the College. This shall be accomplished by having a \$250.00 adjustment in each year of the agreement at each step minimum and rank and to each police officer's salary prior to calculating the across the board increases of 4%. Security Guards and Dispatchers will receive the same dollar adjustments and percentages. This will be effective for contract years 2005-2006, 2006-2007 and 2007-2008. The continuity and stability of employment for police officers will be furthered by adding a step for Police Officer IV at the previous Senior Police Officer level and extending the years of service for achieving Senior Police Officer status from four (4) to five (5) years of service from date of hire at a 5% calculation above the new Police Officer IV level. This modification shall be effective July 1, 2007 for the 2007-2008 contract year. The maximum salaries are of less significance given the existing salaries paid to current employees. The maximum salaries in the schedule shall be retained but shall increase by 2% in each contract year. The last modification shall be the adoption of a changed definition to the Police Officer step a police officer with NJ PTC certification or upon completion of the police academy at a calculation that is 50% between a probationary officer and a Police Officer I. This provides for a modest reward between probation status and achieving status as a trained and qualified police officer. This latter change shall be effective July 1, 2007.

<u>Classification</u>	<u>Compensation</u>	
	2005-2006	
	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Dispatcher	\$27,323	\$44,964
Security Guard	\$27,323	\$44,964
Probationary Officer	\$35,096	N/A
Police Officer	\$35,096	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	\$38,033	\$51,558
<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	\$40,968	\$53,389
<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	\$43,317	\$55,076
<i>July 1 after two (3 years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		
Senior Police Officer	\$44,665	\$57,241
<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	\$54,280	\$60,408

<u>Classification</u>	<u>Compensation</u>	
	2006-2007	
	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Dispatcher	\$28,676	\$45,863
Security Guard	\$28,676	\$45,863
Probationary Officer	\$36,760	N/A
Police Officer	\$36,760	N/A
<i>Title change only after one</i>		

<i>(1) year of service from date of hire and completion of the academy</i>		
Police Officer I	\$39,814	\$52,589
<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	\$42,866	\$54,457
<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	\$45,310	\$56,178
<i>July 1 after two (3) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		
Senior Police Officer	\$47,752	\$58,386
<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	\$56,711	\$61,616

Classification

Compensation

2007-2008

	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Dispatcher	\$30,083	\$46,780
Security Guard	\$30,083	\$46,780
Probationary Officer	\$38,490	N/A
Police Officer	\$40,078	N/A
<i>With NJPTC Certification Or upon completion of the Police Academy</i>		
Police Officer I	\$41,666	\$53,641
<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 <i>July 1 after two (2) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>	\$44,840	\$55,546
Police Officer III <i>July 1 after two (3 years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>	\$47,382	\$57,302
Police Officer IV <i>July 1 after two 4 years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>	\$49,992	\$59,553
Senior Police Officer <i>July 1 after five (5) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>	\$52,492	\$62,531
Sergeant	\$59,239	\$62,848

The financial impact of the award will not be adverse to the College given the size of the unit, the dollar differences between the College's proposal and the costs of the modifications to the prior agreement and the benefits to the College that may accrue by the prospect of maintaining trained and experienced police officers. Nor will the statutory spending limitations be compromised. The Award exceeds the cost of living data but at modest levels beyond the offer of the College and well below the costs of the FOP's proposals.

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

AWARD

1. All proposals by the College and the FOP not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those modified by the terms of this award.

2. **Duration**

The Agreement shall have effective dates of July 1, 2005 through June 30, 2008.

3. **Stipulations**

1. Article 12.1 Revise to read: Regular employees, spouse, and dependent children according to New Jersey Health Benefit criteria shall be permitted by the College to take not more than nine (9) credits of course work offered by Brookdale Community College each Fall, Spring, and Summer for which tuition shall be waived. Student activities fees shall be waived for employees only. Other fees and charges incident to the course shall be assumed by the employee or family member. It is further provided that the minimum enrollment for the course must be met and 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 enroll beyond the 9 credit limit in Brookdale Community College courses for two (2) years, free of charge (exclusive of fees), to pursue a degree program.

2. Article 17.3 (c). Formal Step Three. Revise to read: The grievance shall be heard by the Executive Vice President or designee (copy to Dean, Human Resources), within five (5) working days and shall render a decision within five (5) working days of the hearing.
4. **Article 6 – Clothing Allowance**

Police officers and Sergeants shall receive an annual clothing allowance of \$700 in 2005-2006, \$750 in 2006-2007 and \$800 in 2007-2008. Security guards/dispatchers shall receive annual clothing allowance of \$350 in 2005-2006, \$375 in 2006-2007 and \$400 in 2007-2008. These payments shall be retroactive to their effective dates.

5. **Article 12.4(C) – Health Benefit Premiums**

The health benefit premium obligation of the College shall be subject to a cap using June 30, 2008, as a base date for that cap. However, the cap shall not be applied prior to agreement to a successor contract.

6. **Article 12.4 – Fringe Benefits**

Effective upon the date of the Award: A new Section D shall be added to Article 12.4 to provide as follows:

Employees who do not provide the required notice of reduced coverage eligibility within 60 days of the event that reduces the coverage eligibility, will be billed for the excess cost of the higher coverage. (Ex. Family coverage to Employee and child after divorce; Family coverage to Employee and Spouse after children exceed coverage age.) This shall be effective upon issuance of this Award.

7. **Article 12.5 – Leaves of Absence**

Modifications shall be effective upon the date of the Award:

“Leaves of Absence – Employees shall be granted full salary increases for leaves of absence not to exceed one year. Maximum leave time limitations are as defined below and will include time away from the job in either a paid or unpaid status. Accrued time off will be used before status changes to unpaid; except that sick time may be used only for illness or child care leave. An employee on a leave of absence as noted below shall be granted the full salary increase. Family leave entitlements will run concurrently with these leaves, as permitted by law. This shall be effective upon issuance of this Award.

i. **Maternity –**

Maternity related disability will be treated as any other disability, in accordance with the law, when in the absence of pregnancy or maternity, the employee would have been on the College payroll. (See Short Term Disability Leave, above, at 12.4 D)

ii. **Child Care Leave for Employees with less than 1 Continuous Year of Service –**

A regular employee with less than one (1) year of continuous service may be entitled to a maximum of nine (9) continuous weeks of child care leave, commencing upon a date specified by an attending physician or determined by the process of adoption as certified by an agency, institution, or court of law. No fringe benefits shall be paid by the College while the employee is in an unpaid status. Eligibility shall begin after ninety (90) days.

iii. **Child Care Leave*for Employees with 1 or More Continuous Years of Service –**

A regular employee who has completed one (1) year of continuous full-time service may be granted a maternity related disability and child care leave of absence for a maximum period of one (1) year. Fringe benefits shall continue to be paid by the College for any portion of an unpaid leave covered by FMLA.

iv. **Family Leave –**

FMLA covered leaves of absence for other than child rearing and maternity (addressed above) will be run concurrent with time off provisions and will be provided in accordance with the law.

v. **Special Purpose Leave –**

Upon application by a member of the bargaining unit, the Board of Trustees in its discretion may grant a leave of absence without pay for up to one (1) year. This application shall be submitted to the immediate supervisor of the employee.”

8. **Article 18.6 – Shift Differential**

Effective and retroactive to July 1, 2007, I award increases in the evening differential of \$.10 per hour and in the midnight shift differential of \$.15 per hour.

9. **Article 13.3 – Meal Allowance**

Effective July 1, 2007, Article 13.3 shall be modified as follows:

The College agrees to pay a meal allowance of \$15 whenever an employee is required to work two (2) or more hours beyond their normal shift. An additional \$10 shall be provided for each four (4) hours beyond the double shift worked unless meals are provided by the College. All claims for payment of the meal allowance shall be accompanied by receipts which verify the expenditures which are claimed, except for the four (4) to twelve (12) to eight (8) shifts, when no receipts will be required for meal reimbursement.

10. **Off Duty Rate of Pay**

To be effective prospectively and as soon as is administratively feasible:

The hourly rate of pay for off duty employment shall be \$42.00 per hour and \$37.00 per hour for non-profit third party vendors or the member's overtime rate of pay, whichever is greater.

11. **Article 18.10 – Continuous Service Payments**

The Continuous Service Payments shall be set at \$300, \$400 and \$500 at the 10, 15, and 20 year levels respectively effective July 1, 2005.

12. **Article 6.8 – Bullet Proof Vest**

Upon issuance of this Award: The College shall issue a bullet proof vest to all members requesting same at no charge to the member's uniform allowance. When provided, the bullet proof vest will be required to be worn by the employee. The bullet proof vest shall be replaced in accordance with the manufacturer's warranty at the cost of the College.

13. **Article 11.1 – Evaluation**

Regular employees shall be evaluated at least annually no later than June 30th. A supervisor may conduct additional evaluations as needed.

14. **Article 9.10 – Reduction in Force**

This provision shall be omitted from the Agreement.

15. **Article 4.4 – Working Conditions**

This provision shall be omitted from the Agreement.

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

This provision shall be modified as follows:

<u>Classification</u>	<u>Compensation</u>	
	<u>2005-2006</u>	
	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Dispatcher	\$27,323	\$44,964
Security Guard	\$27,323	\$44,964
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Police Officer	\$35,096	N/A
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Sergeant	\$54,280	\$60,408

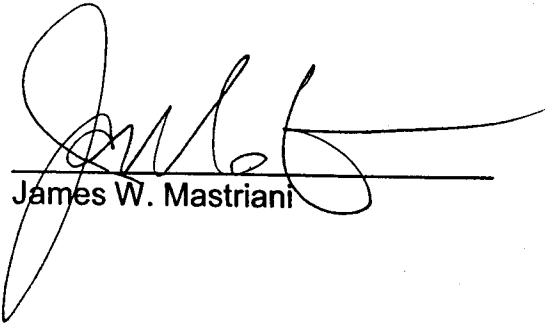
<u>Classification</u>	<u>Compensation</u>	
	<u>2006-2007</u>	
	<u>Minimum Salary</u>	<u>Maximum Salary</u>
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<u>Classification</u>	<u>Compensation</u>	
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	<u>Minimum Salary</u>	<u>Maximum Salary</u>
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<i>With NJPTC Certification Or upon completion of</i>		

<i>the Police Academy</i>		
Police Officer I	\$41,666	\$53,641
<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	\$44,840	\$55,546
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Senior Police Officer	\$52,492	\$62,531
<i>July 1 after five (5) years of service from date of hire – 5% increase or adjustment to the minimum, whichever is greater</i>		
Sergeant	\$59,239	\$62,848

The salary increases are retroactive to their effective dates. Those eligible for retroactivity are those presently employed, those who have retired and those who may have retired on ordinary or disability pension.

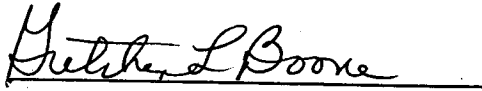
Dated: October 9, 2007
Sea Girt, New Jersey



James W. Mastriani

State of New Jersey }
County of Monmouth }ss:

On this 9th day of October, 2007, 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
Commission Expires 8/13/2009