

**NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of Arbitration Between:

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

"Public Employer,"

- and -

**FRATERNAL ORDER OF POLICE LODGES 62  
AND 62A (SUPERIORS)**

"Unions."

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**INTEREST ARBITRATION  
DECISION AND  
AWARD**

Docket Nos. IA-2000-12 (FOP-P) and IA-2000-13 (FOP-S)

**Before  
James W. Mastriani  
Arbitrator**

Appearances:

**For the Employer:**

Grotta, Glassman & Hoffman, PA  
By: Theodore M. Eisenberg, Esq.  
Beth Hinsdale, Esq. on the Brief

Rutgers, The State University  
John B. Wolf, Esq. on the Brief

**For the Union:**

Arlayne K. Liebeskind, Ed.D.  
Abramson and Liebeskind Associates

I was appointed arbitrator by the New Jersey Public Employment Relations Commission in accordance with P.L. 1995, c. 425 in this matter involving Rutgers, The State University ["Rutgers" or the "University"] and FOP-P, Lodge 62 and FOP-S, Lodge 164 [the "Unions" or "FOP-P" and "FOP-S"]. Pre-arbitration mediations were held on December 1, 1999 and May 15, 2000. Because the impasse was not resolved, formal interest arbitration hearings were held on September 15, 18, 22 and 25, 2000, October 20, 2000 and March 21, 2001. Testimony was received from Harry Agnostak, Director, Office of Employee Relations at Rutgers University; Suzanna Polhamus, Employee Relations Specialist at Rutgers University; Nancy Winterbauer, Vice President of Rutgers University Budgeting; Bruce Fehn, Rutgers University Controller; Jeffrey Wilson, Associate Director in the Office of Budget and Resource Studies at Rutgers University; and Richard E. Weber, PhD, Retired Professor Emeritus of Economics. Post-hearing briefs were submitted by May 16, 2001.

### **FINAL OFFERS OF THE PARTIES**

Rutgers and the Unions submitted the following final offers:

## FOP-P, LODGE 62

### Economic

**Salary Increase -** 4.5%; 4.5%; 5.0%; 5.0%; for FY00-03, exclusive of increments, on a combined 7 step guide for current employees.

Est. new hire 7-step guide (FY01) w/ above top salary and 8.0% between steps applying above 5.0%; 5.0 % for FY02-03.

Delete Article 21, Sections 3, 4 and 5 to implement said changes.

**Longevity Program -** Add 4.0 % to base after 15 years of service.

**Uniform Allowance -** Increase maintenance by \$50 each year for a total of \$725.00

**Meal Allowance -** Increase by one (\$1.00) dollar each year for three (3) years for a total of \$9.25.

**Term of Agreement -** Four years: FY00; FY01; FY02; FY03.

### Noneconomic -

**Employee Rights -** Replace current Article 5 with a comprehensive clause covering a bill of rights, personnel files and performance evaluation.

**Grievance procedure -** Increase initiation of grievance from 15 days to 30 days.

**Shift Bidding -** On campuses where steady shifts are in effect, officers would bid for steady shifts on seniority based system.

**Work Schedule -** Codification of the 4/4 work schedule in effect on the New Brunswick campus with the current hours and bank and training time.

**Savings Clause -** A clause that preserves past practices as a contractual obligation.

**Representation Fee** – A standard agency shop clause taxing non-union members for the cost of representation.

**FOP – S, LODGE 164**

**Economic-**

**Salary Increases** – 4.5%; 4.5%; 5.0%; 5.0% got FY00-03, exclusive of increments, on a combined 6 step guide for Sgts/Dets and a 5 step guide for Lts.

Delete article 18, Sections 3, 4 and 5 to implement said changes.

**Longevity Program** – Add 4.0% to base after 15 years of service

**Uniform Allowance** – Increase maintenance by \$50 each year for a total of \$725.

Increase detective non-uniform clothing allowance by \$50 each year for a total of \$450.

**Meal Allowance** – Increase by one dollar each year for three years for a total of \$9.25.

**Vacation Leave** - Vacation to be charged on a day-for-day basis. Option to bank up to one year's allowance for following year. Requests not be reasonably denied.

**Sick Leave** - Sick Leave to be charged on a day-for-day basis. Change the "monthly" earning to each "year."

**Administrative Leave** - Leave days to be charged on a day-for-day basis. Requests not be unreasonably denied.

**Term of Agreement** - Four years: FY00; FY01; FY02; FY03.

**Noneconomic**

**Military Leave** - Submit orders if available (2xs). Information if officer has such advanced knowledge.

- Shift Bidding –** On campuses where steady shifts are in effect (N.B.), officers would bid for steady shifts on seniority based systems.
- Savings Clause -** A clause that preserves past practices as a contractual obligation.
- Representation Fee –** A standard agency shop clause taxing non-union members for the cost of representing them.

## RUTGERS

### FOP-P Unit

**Term of Contract:** July 1, 1999 through June 30, 2003

**Wages:**

(a) In addition to normal increments, police officers hired before January 1, 2001 will receive the increases set forth below:

- |     |   |   |
|-----|---|---|
| (1) | <u>Fiscal Year 1999/2000</u><br>July 1, 1999                    | 3.0% increase to Senior Officer Step 8 only. Freeze all other steps at current rates.                         |
| (2) | <u>Fiscal Year 2000/2001</u><br>July 1, 2000<br>January 1, 2001 | 2.0% ATB increase to all steps.<br>2.0% ATB increase to all steps (2% increase calculated on 6/30/00 base).   |
| (3) | <u>Fiscal Year 2001/2002</u><br>July 1, 2001<br>January 1, 2002 | 2.0% ATB increase to all steps.<br>2.0% ATB increase to all steps (2% increase calculated on 6/30/01 base).   |
| (4) | <u>Fiscal Year 2002/2003</u><br>July 1, 2002<br>January 1, 2003 | 2.0% ATB increase to all steps.<br>2.5% ATB increase to all steps (2.5% increase calculated on 6/30/02 base). |

- (b) For police officers hired on or after January 1, 2001, one new salary scale shall be established as set forth below which: (1) creates new starting rates of \$30,000 and \$33,500 for years one and two, which rates shall be frozen for the life of the contract; (2) eliminates the current two guide system; and (3) provides eight equal steps to maximum rate. The maximum rate under the new hire guide shall be equal to the maximum rate on the current Senior Officer Guide.

Progression from Step 7 to Step 8 on the New Hire Guide will be subject to the same provisions as set forth in Article 21, Paragraph 4.

The University may, in its discretion, hire new officers on either Step 1, Step 2 or Step 3 of the New Hire Guide. This language will replace the current language in Article 21, Paragraph 3 regarding minimum step placement.

**New Hire Guide**

	<b>1/1/01</b>	<b>7/1/01</b>	<b>1/1/02</b>	<b>7/1/02</b>	<b>1/1/03</b>
<b>Step 1</b>	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
<b>Step 2</b>	\$33,500	\$33,500	\$33,500	\$33,500	\$33,500
<b>Step 3</b>	\$36,992	\$37,732	\$38,472	\$39,241	\$40,203
<b>Step 4</b>	\$40,484	\$41,294	\$42,103	\$42,945	\$43,998
<b>Step 5</b>	\$43,976	\$44,855	\$45,735	\$46,649	\$47,793
<b>Step 6</b>	\$47,468	\$48,417	\$49,366	\$50,354	\$51,587
<b>Step 7</b>	\$50,960	\$51,979	\$52,998	\$54,058	\$55,383
<b>Step 8</b>	\$54,456	\$55,545	\$56,634	\$57,766	\$59,182

**Sick Days:** Officers hired as Rutgers Police on or after January 1, 2001 shall receive 12 sick days per year, earned at the rate of one sick day per month.

**Personal Days:** All police officers shall receive 2 personal holidays per year (a reduction of 1 personal holiday per year per officer).

**Seniority:** Modify paragraphs 2 and 5 of Article 9 as follows (adding the bold portions and deleting the italicized sections):

Paragraph 2. Seniority for the purpose of this article shall be based upon an officer's continuous length of service in the negotiations unit covered by the Agreement. **Seniority units within the negotiations unit are: Camden UPD, Newark UPD, New Brunswick UPD**

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

**Salary:** Eliminate paragraph 2 in Article 21 (regarding post contract automatic increments).

#### **FOP-S Unit**

**Term of Contract:** July 1, 1999 through June 30, 2003

**Wages:** In addition to normal increments, police officers hired before January 1, 2001 will receive the following increases:

- (a) **Fiscal Year 1999/2000**  
July 1, 1999                      3.0% ATB to all steps.
  
- (b) **Fiscal Year 2000/2001**  
July 1, 2000                      2.0% ATB increase to all steps.  
January 1, 2001                    2.0% ATB increase to all steps (2%  
increase calculated on 6/30/00 base).
  
- (c) **Fiscal Year 2001/2002**  
July 1, 2001                      2.0% ATB increase to all steps.  
January 1, 2002                    2.0% ATB increase to all steps (2%  
increase calculated on 6/30/01 base).
  
- (d) **Fiscal Year 2002/2003**  
July 1, 2002                      2.0% ATB increase to all steps.  
January 1, 2003                    2.5% ATB increase to all steps  
(2.5% increase calculated on 6/30/02  
base).

**Sick Days:** Officers hired as Rutgers Police on or after January 1, 2001 shall receive 12 sick days per year, earned at the rate of one sick day per month.

**Personal Days:** All police officers shall receive 2 personal holidays per year (a reduction of 1 personal holiday per year per officer).

**Salary:** Eliminate paragraph 2 in Article 18 (automatic increments) and eliminate paragraph 6 in Article 18 (Lieutenant Night Differential).

Rutgers and the Unions have offered testimony and considerable documentary evidence in support of their final offers. Numerous exhibits were received into evidence. I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8) which I find relevant to the resolution of those negotiations. I am also required to indicate which of these factors are deemed relevant, satisfactorily explain why the others are not relevant, and provide an analysis of the evidence on each relevant factor. These factors, commonly called the statutory criteria, are as follows.

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

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

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



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

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

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

(4) Stipulations of the parties.

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

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

services for which public moneys have been designated by the governing body in its proposed local budget.

(7) The cost of living.

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

### **BACKGROUND**

Rutgers, the State University of New Jersey ("Rutgers" or the "University") is the sole comprehensive public research university in New Jersey, and the State's only land grant institutions. Rutgers maintains three major campuses in Northern (Newark), Central (New Brunswick) and Southern (Camden) New Jersey. Rutgers has declared itself committed to achieving three strategic objectives: (1) to provide a top-flight university education to a diverse student body, throughout the State, at an affordable price; (2) to conduct a wide range of research projects to advance the frontiers of knowledge; and (3) to extend the benefit of its research and programs broadly to the citizens of New Jersey.

Rutgers administers 29 colleges across its three campuses. It offers over 200 programs, and maintains approximately 135 academic bureaus, institutes and centers focused on major research projects. The University population, inclusive of full-time and part-time undergraduate and graduate students, as well

as administration faculty and staff is 10,298 (Newark), 42,028 (New Brunswick, and 5,542 (Camden). The Rutgers police force services the community of Rutgers University with traditional police work. They protect the safety of the student population as well as the University administrative population. The data reflects that the police department is an active one. The total crime index in the 1999 Uniform Crime Report reflects that the department's activity in Middlesex County is similar to Old Bridge, East Brunswick and North Brunswick, although in relative terms, it is more active in non-violent than violent crimes on a relative basis. The University endeavors to provide a safe campus and distributes information to students on campus safety policies and campus security measures. The dispersion of population served by Rutgers police is highlighted by University police assignments. Overall (including primary and supervisory units), 57 officers work in New Brunswick, 24 in Newark and 13 in Camden. The Rutgers police also receive the assistance of 108 Security Officers, as well as over 500 Student Marshals.

Rutgers' population varies significantly depending upon the time of day, day of the week and month of the year. Student population is highest Monday through Thursday. The University operates on a 9 month academic calendar. The University population is greatly reduced during the summer months, semester breaks and spring recess. Many Rutgers employees work 10 months per year.

As demonstrated by the evidence, the total net assets for the University for fiscal year 2000 were nearly \$1.5 billion, growing at a substantial APR of 8.4%. The University's total assets included \$831 million in cash/investments, \$83 million of other financial assets and \$1.2 billion of plant assets. Moreover, the performance ratios of the University indicate a substantial surplus each year, an increase in private source investments and an increase in tuition and fees collected. The total surplus for fiscal year 2000 was \$128 million.

The University has a debt of \$484 million and an annual debt service in excess of \$30 million. The debt is scheduled to rise substantially in order to add essential infrastructure. Deferred maintenance stands at \$350 million. The University, unlike a municipality, does not have the power to tax in order to raise funds. Its revenue is mainly supported by tuition and state funding. The record reflects that state funding is often uneven, creating consternation with respect to both short and long-term planning. University tuition is partially subsidized through federal and state student financial aid. Rutgers asserts that the necessity to increase tuition excludes potential students and places a greater economic burden on those who do not attend. The University strives to maintain higher education services at the most affordable price possible.

Rutgers and the FOP-P, Lodge 62 and FOP-S, Lodge 164 are parties to collective negotiations agreements which expired on June 30, 1999. The FOP-P unit is comprised of approximately 62 full-time police officers and senior police

officers. The FOP-S unit is comprised of approximately 32 sergeants, detectives, senior sergeants, senior detectives and lieutenants. The Unions cite data reflecting a productive workforce engaging in the detection and apprehension of perpetrators committing serious crimes as well as preserving security and routine law enforcement functions on a daily basis.

**POSITIONS OF THE PARTIES**

**FOP-P, LODGE 62**

The FOP-P is seeking salary increases of 19.0% or an average of 4.75% per year. Specifically, the Union seeks 4.5%; 4.5%; 5.0%; 5.0%; for FY00-03, exclusive of increments, on a combined 7 step guide for current employees. In addition, the Union seeks to establish for new hires a 7-step guide (FY01) w/ above top salary and 8.0% between steps applying above 5.0%; 5.0 % for FY02-03. The Union asserts that it is willing to finance a greater part of those increases by offering a giveback of a new salary guide for future hires. The Union contends that the cost savings to be derived from the implementation of the new guide totals approximately 9.0% over the life of the contract. The Union's final salary offer is depicted below:

**FOP-P FINAL SALARY OFFER  
\*POLICE OFFICERS HIRED PRIOR TO JAN. 1, 2001**

	<b>Step 3 1</b>	<b>Step 4 2</b>	<b>Step 5 3</b>	<b>Step 6 4</b>	<b>Step 7 5</b>	<b>Step 8 6</b>	<b>Step 8 7</b>	<b>(21) Senior Longevity</b>
<b>99-00</b>	42,695	44,272	45,854	47,434	49,016	50,595	53,125	After 15 years
<b>00-01</b>	44,616	46,264	47,917	49,569	51,222	52,872	55,516	from date of
<b>01-02</b>	46,847	48,577	50,313	52,047	53,783	55,516	58,292	hire, add 4%
<b>02-03</b>	49,189	51,006	52,829	54,650	56,472	58,291	61,206	to base pay

\*Represents across-the-board increases, exclusive of increments, of 4.5% (99-00); 4.5% (00-01); 5.0% (01-02); 5.0% (02-03) effective July 1<sup>st</sup> of each year. Plus, longevity pay after 15 years of service.

**\*POLICE OFFICERS HIRED AFTER JAN. 1, 2001**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Senior Longevity</b>
<b>00-01</b>	34,984	37,783	40,806	44,070	47,596	51,404	55,516	After 15 years from
<b>01-02</b>	36,734	39,673	42,846	46,274	49,976	53,974	58,292	date of hire, add 4%
<b>02-03</b>	38,570	41,656	44,988	48,587	52,474	56,672	61,206	to base pay

\*Represents increases of 4.5% (00-01) on top patrol officer's salary and 8.0% between the steps effective January 1, 2001; then across-the-board increases of 5.0% (01-02) and 5.0% (02-03) effective July 1<sup>st</sup> of each year. Plus, longevity pay after 15 years of service.

The Union offered into evidence an exhibit that depicted the top patrolman average percent settlement 1996-1999. The Union contends that the University's average percent settlement fell below the overall average.

<b>MUNICIPALITY</b> (Focus Communities)	<b>AVERAGE/YEAR</b>
Piscataway	4.20%
New Brunswick	3.87%
<b>RUTGERS UNIV.</b>	3.50%
Average	3.86%

The FOP-P asserts that the cost savings was based upon the historical record of new hires over the six year period 1993-1998. The Union's calculation of 10+ new hires per year was derived by dividing the total of 64 new hires by 6 years. Furthermore, the FOP-P calculated the average cost per year of \$18,337 for each officer. The Union asserts that the adoption of the new salary guide, which lowers the starting salary and increases the maximum salary to a more competitive rate, would give new hires an incentive to stay on the force. The

Union offered an exhibit depicting the top patrolman salaries in Middlesex County in 1999.

**1999 TOP PATROLMAN SALARIES  
MIDDLESEX COUNTY**

<u>Municipality</u>	<u># Steps</u>	<u>99 Salary</u>	<u>Senior Step/ Corporal Pay</u>
East Brunswick	6	63,213	
Piscataway	6	63,193	3,160 (ss)
North Brunswick	5	61,454	
Edison	6	61,329	3,822 (ss)
New Brunswick	5	60,841	1,825 (ss)
Sayreville	7	59,900	
Cranbury	6	59,333	
South Plainfield	5	59,263	1,647 (ss)
Plainsboro	6	59,122	
Woodbridge	4	58,922	3,240 (ss)
Old Bridge	6	58,550	
Middlesex	6	58,249	750 (cp)
South Amboy*	6	57,685	
Carteret	4	57,685	
Metuchen	6	56,609	
Perth Amboy	4	56,080	2,804 (ss)
Dunellen	8	55,391	
Highland Park	6	54,828	
Monroe	5	54,721	
South Brunswick	5	54,092	5,368 (ss)
Spotswood	5	53,231	500 (ss)
Jamesburg	5	52,912	1,058 (2%/10 yr)
South River	6	52,896	1,587 (cp)
Milltown	4	51,539	831 (cp)
Rutgers U.**	7	50,837 (senior guide)	
Helmetta	5	42,236	
Average		56,692	

The Union urges the rejection of the University's salary offer. The Union asserts that a salary freeze is unprecedented at Rutgers. Further, the wage freeze for the police officers was unsupported by the record. The University's eight-step guide maintains the same top salary for current employees but with a reduction in steps one and two to \$30,000 and \$35,000 which were frozen for the life of the contract. This would create a gap of \$6,703 between step two and

three. The Union's offer reduces the lower steps while maintaining an even 8.0% between all steps to maximum.

Further, the Union asserts that the University's cost out of the Union's final offer added the costs of increments, longevity and a condensed salary scale but did not credit the Union's cost savings of the Union's proposed giveback. The University's cost projections were based upon only four new hires per year even though the University's documentary evidence showed an average of ten new hires per year.

The Union urges rejection of the University's final salary offer because Rutgers incorrectly "piggy-backed" costs from year to year rather than calculate one year at a time. The Union cited PERC's decision stating that N.J.S.A. 13A-16d(2) requires that an arbitrator "separately determine whether the total 'net annual economic changes for each year of the agreement are reasonable under the statutory criteria.'"

The Union asserts that the University has the resources to fund the Union's economic final offer of 19% plus additional fringes such as longevity. Dr. Richard E. Weber, Ph.D. testified for the Union refuting the University's contention that salary increases were limited by inadequate state appropriations and student tuition. Dr. Weber testified that that the University's financial resources extended well beyond the "state budget."



The Union cites the University's evidence of total net assets for fiscal year 2000 of nearly \$1.5 billion, growing at a substantial APR of 8.4%. The University's total assets included \$831 million in cash/investments, \$83 million of other financial assets and \$1.2 billion of plant assets. Dr. Weber testified that the University was in excellent financial health and Rutgers' had a total surplus of \$128 million in fiscal year 2000. Moreover, the performance ratios of the University indicate a substantial surplus each year, an increase in private source investments and an increase in tuition and fees collected.

In addition to salary increases, the Union seeks to enhance its contractual fringe benefits. Specifically, the Union wants to add a new program of longevity by adding a 4% longevity step after 15 years of service. The Union asserts that the initial cost of the program would be 1.4% over the four years for an average of .4% per year. The Union asserts that the granting of this benefit would bring the Rutgers' economic benefits into the mainstream and serve as an added inducement for junior officers to stay on the force. The Unions offer into evidence a chart depicting the many longevity programs existing in Middlesex County.

**LONGEVITY PROGRAMS  
MIDDLESEX COUNTY**

Municipality		Maximums	
		%	\$
Carteret	Yes	15.0	
Cranbury	Yes		1900
Dunellen	Yes	10.0	
East Brunswick	Yes	12.0	
Edison	Yes	10.0	
Helmetta	Yes	4.0	
Highland Park	Yes	7.0	
Jamesburg	Yes		140
Metuchen	Yes	10.5	
Middlesex	Yes	8.0	
Milltown	Yes	7.0	
Monroe	Yes	7.0	
New Brunswick	Yes	10.0	
North Brunswick	Yes	12.5	
Old Bridge	Yes	15.0	
Perth Amboy	Yes	14.25	
Piscataway	Yes	10.0	
Plainsboro	Yes		2650
Rutgers			
Sayreville	Yes	10.0	
South Amboy	Yes	10.0	
South Brunswick	Yes		3000
South Plainfield	Yes	8.0	
South River	Yes	8.0	
Spotswood	Yes	7.5	
Woodbridge	Yes	9.5	

Additionally, the Union seeks an increase in the clothing maintenance allowance to \$725.00. The Union asserts that the uniform and maintenance allowances for municipal police in Middlesex County range from \$575 to \$1,750. The Union offers into evidence a chart depicting the clothing/maintenance allowances throughout Middlesex County.

**CLOTHING/MAINTENANCE ALLOWANCES  
THROUGHOUT MIDDLESEX COUNTY**

<b>MUNICIPALITY</b>	<b>TERM</b>	<b>UNIFORM</b>	<b>MAINTENANCE</b>	<b>TOTAL</b>
Carteret	93-95	Included		Included
Cranbury	98-00	700		700
Dunellen	98-01	950		950
East Brunswick	97-99	850		850
Edison	96-00	980		980
Helmetta	94-96	800		800
Highland Park	93-95	850		850
Jamesburg	99-01	1,250		1,250
Metuchen	98-00	950		950
Middlesex	98-01	1,400		1,400
Milltown	97-99	750	450	1,200
Monroe	99-01	700	800	1,500
New Brunswick	95-97	530	480	1,010
North Brunswick	97-00	1,750		1,750
Old Bridge	99-02	900		900
Perth Amboy	97-00	950		950
Piscataway	95-97	800		800
Plainsboro	97-99	Provided		Provided
<b>RUTGERS U.</b>	95-99	Provided	525	525
Sayerville	97-99	875		875
South Amboy	96-99	575		575
South Brunswick	97-00	1050		1,050
South Plainfield	96-98	875		875
South River	99-01	850		850
Spotswood	95-96	599	150	749
Woodbridge	96-98	700		700
<b>AVERAGE</b>		897	481	979

The Union is also seeking an increase in the meal allowance. Presently the officers who are working more than two hours beyond their regular shift are receiving \$6.25. The Union seeks to increase the allowance by \$3.00 over the next three years. The Union produced menu's from various restaurants demonstrating that the average cost of meal ranges from \$9.40 to \$10.77.

With regard to the non-economic issues, the Union is seeking to expand its bill of rights article by replacing it with its final offer version which it contends

offers a comprehensive clause covering a bill of rights, personnel files and performance evaluation. The Union asserts that the new language would expand officers' rights to have counsel present during investigations and not just a union representative.

The Union seeks to increase the time to initiate a grievance from 15 to 30 days. The Union argues that the additional days are required because of the fact that the University is spread out over three campuses. Thus, the processing time may be delayed as a result of investigating a union member's complaint on a local level before moving it before the united union machinery for processing. The Union points out that Rutgers largest campuses, New Brunswick and Piscataway, both have 30 days to initiate a grievance.

The Union also seeks a shift bidding clause for the New Brunswick campus only. The New Brunswick campus is the only campus that has permanent shifts. The Union contends that its proposal allows the officers to bid for steady shifts while maintaining management prerogatives.

The Union has also proposed a 4/4 work schedule for the New Brunswick campus only. The Union cites Arbitrator Martin Scheinman's reasoning that the implementation of a 4/4 schedule among the City of New Brunswick's police could improve the lives of those officers and thereby boost department morale.

The Union also proposes a savings clause and a representation fee provision. The Union asserts that the savings clause would maintain terms and conditions of employment while the representation fee provision would allow for the defraying of costs of representing non-union members.

The Union seeks rejection of the University's proposal to retain the merit provision and apply it to step 7 to 8 on the new hire guide. The Union asserts that the retention of such provision would continue with a merit standard created under the two-guide system which both parties have now proposed to do away with. Moreover, the Union asserts that no police unit in Middlesex County has a merit system as a basis for step movement.

The Union also seeks rejection of Rutgers' proposal to have unfettered discretion to enter a new officer at step 1, 2 or 3 of the salary guide. The Union asserts that placement on the salary guide is contractually set. However, the Union states that such a proposal would be considered if some measurable standards could be agreed upon. The Union contends that the exercise of such discretion would be arbitrary and capricious without any standards.

The Union seeks rejection of Rutgers' proposal to eliminate automatic salary increments at the end of the contract term. The Union asserts that the University's rationale, that this elimination would be an incentive to negotiations, was unsupported by evidence. The Union asserts that the last two contracts,

when no increments were paid, each took three and one-half (3 ½) years to settle and the current negotiations, when increments were paid, will be settled in less than two (2) years. Moreover, the Union contends that every police unit in Middlesex County enjoys the benefit of automatic increments.

The Union seeks rejection of the University's proposal of reducing sick days from fifteen (15) to twelve (12) for police officers hired after January 1, 2001. The Union asserts that the majority of police units in Middlesex County are granted fifteen (15) or more sick days per year.

The Union urges the rejection of the University's proposal to reduce the current personal days from three (3) to two (2) for all officers. The Union asserts that the number of personal days for Rutgers is in line with other police personnel throughout the County. Moreover, the officers' vacation days are less than average in the County, thus, the personal days should not be altered.

Finally, the Union urges rejection of the University's seniority and layoff provisions. The Union contends that such provisions poses a serious threat to police officers' job security and demand careful scrutiny. The University's proposal limits seniority rights of police officers to each individual campus and eliminates seniority bumping rights across campus. The Union asserts that if the proposal is adopted, the police officers would be the only rank stripped of all bumping rights. The Union contends that if superior officers can all bump down

into lower rank, equity demands that retention of the police officers' right to bump across campuses.

**FOP-S, LODGE NO. 64**

The FOP-S is seeking salary increases of 19.0%, or an average of 4.75% per year. Specifically, the Union seeks 4.5%; 4.5%; 5.0%; 5.0% for FY00-03, exclusive of increments, on a combined 6 step guide for Sergeants/Detectives and a 5 step guide for Lieutenants. The Union asserts that the increase sought is mitigated by "cost savings" that are built into the salary guides by virtue of the number of steps it takes to reach maximum. The Union calculates that the Union's salary offer is reduced in practical terms to 11.0% over four years or a 2.75% average per year.

**FOP-S FINAL SALARY OFFER  
ILLUSTRATED**

**\*SERGEANT AND DETECTIVE SALARY GUIDE  
(Regular and Senior Guides Combined)**

	Step 5 1	Step6 2	Step 7 3	Step 8 4	Step 9 5	Step 9 6	Step 9 (23)
99-00	48,384	50,420	52,450	54,485	55,574	58,352	Senior Longevity
00-01	50,561	52,689	54,810	56,937	58,075	60,978	After 15 years of
01-02	53,089	55,324	57,550	59,784	60,979	64,026	service from date
02-03	55,743	58,090	60,428	62,773	64,028	67,228	of hire, 4% added to base pay

\*Represents across-the-board increases, exclusive of increments, of 4.5% (99-00); 4.5% (00-01); 5.0% (01-02); 5.0% (02-03) effective July 1<sup>st</sup> of each year. Plus, longevity pay after 15 years of service.

**\*LIEUTENANT SALARY GUIDE**

	Step 5 1	Step6 2	Step 7 3	Step 8 4	Step 9 5	(23) Senior Longevity
99-00	56,162	58,499	60,841	63,175	64,506	After 15 years of
00-01	58,690	61,132	63,679	66,018	67,409	service from date
01-02	61,624	64,188	66,758	69,319	70,799	of hire, 4% added
02-03	64,705	67,398	70,096	72,785	74,318	to base pay

\*Represents across-the-board increases, exclusive of increments, of 4.5% (99-00); 4.5% (00-01); 5.0% (01-02); 5.0% (02-03) effective July 1<sup>st</sup> of each year. Plus, longevity pay after 15 years of service.

The Union urges the rejection of the University's final salary offer. Contrary to the FOP-P Unit, the University is offering the FOP-S unit across-the-board increases for four years of the contract and made no changes to the steps on the guide. The University also retained the "senior step" merit language in the contract which affects the sergeant/detectives move from regular to senior guide. The Union seeks to eliminate said language and bring it in conformance with the lieutenant's salary guide and other Middlesex County salary guides. The Union contends that Rutgers' cost out improperly inflated the costs of the FOP's proposal and increased the value of the University's proposal.

Furthermore, the Union asserts that the level of pay for the patrolmen, sergeants and lieutenants at Rutgers is substantially below the average of municipal police units in Middlesex County. Thus, the Union urges adoption of its salary proposal.

The FOP-S is seeking the same longevity program as the FOP-P and calculated the cost to initiate the program at 2.6% over the four years for an



average of 0.65% per year. In addition, the FOP-S is seeking to increase detectives' non-uniform clothing allowance by \$50 each year for a total of \$450.00 and will rely upon the FOP-P's arguments.

The Union is seeking to have the leave time charged on a day-to-day basis regardless of the hours of a shift. The Union calculated that it would cost less than 0.8% in FY03. The Union calculated it on a 10.25 hour shift rather than the actual 10 hours. The Union contends that while the hours may be the same for all employees, the days are not. This would be remedied if the Union's proposal is adopted.

**VACATION, ADMINISTRATIVE & SICK LEAVE  
DAY-FOR-DAY V. HOURS ALLOTTED  
(4x4 V. 5x2 WORK SCHEDULE)**

Vacation Allotment

10.25 Hours x 20 Days = 205 Hours

8.0 Hours x 20 Days = 160 Hours

205 Hours – 160 Hours = 45 Hours / 10.25 Hours = 4.4 Days Less

Administrative Leave

10.25 Hours x 3 Days = 30.75 Hours

8.0 Hours x 3 Days = 24 Hours

30.75 Hours – 24 Hours = 6.75 Hours / 10.25 Hours = 0.7 Days Less

Sick Days

10.25 Hours x 15 Days = 153.75 Hours

8.0 Hours x 15 Days = 120 Hours

153.75 Hours – 120 Hours = 33.75 Hours / 10.25 Hours = 3.3 Days Less

Total 8.4 Days x 10 Officers = 84 Days x \$200 = \$16,800 / \$2,109,609 = 0.80%

In addition, the Union is seeking additional language to clarify the military leave provision. This language would provide that a copy of the military orders would be submitted two weeks in advance of the training "if such orders are available" or "as soon as the orders are available." The Union contends that these changes would alleviate the burden on the officer to produce documents which have not been received from the military. The Union asserts that the contractual requirements would remain the same but the practical application would be more flexible.

Furthermore, the Union is seeking the same shift bidding clause, savings clause and representation clause as the FOP-P. Therefore, the FOP-S will rely upon the FOP-P's arguments.

For all of these reasons, the Unions ask that their final offers be awarded.

### **RUTGERS**

The University's final salary offer for the FOP-P is the following: in addition to the normal increments, police officers hired before January 1, 2001 will receive the following increases: FY99/00 – effective 7/1/99 - 3.0% increase to Senior Officer Step 8 only, freeze all other steps at current rates; FY00/01 – effective 7/1/00 – 2.0% ATB increase to all steps, 1/1/01 – 2.0% ATB increase to all steps (2% increase calculated on 6/30/00 base); FY01/02 – effective 7/1/01 –

2.0% ATB increase to all steps, 1/1/02 – 2.0% ATB increase to all steps (2% increase calculated on 6/30/01 base); FY02/03 – effective 7/1/02 – 2.0% ATB increase to all steps, 1/1/03 – 2.5% ATB increase to all steps (2.5% increase calculated on 6/30/02 base). In addition, the FOP-P seeks for all police officers hired on or after January 1, 2001, one new salary scale established as follows: (1) create new starting rates of \$30,000 and \$33,500 for years one and two, which rates shall be frozen for the life of the contract; (2) eliminate the current two guide system, and (3) provide eight equal steps to maximum rate. The maximum rate under the new hire guide shall be equal to the maximum rate on the current Senior Officer guide. Progression from Step 7 to Step 8 on the New Hire Guide will be subject to the same provisions as set forth in Article 21, paragraph 4. The University further seeks to replace the current language in Article 21, paragraph 3 regarding minimum step placement with the following language: The University may, in its discretion, hire new officers on either Step 1, Step 2 or Step 3 of the New Hire Guide. Finally, the University seeks to eliminate paragraph 2 of Article 21 regarding automatic increments.

**RUTGERS UNIVERSITY FOP-P FINAL OFFER  
Police Officer Salary Guide**

	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$37,830	\$38,587	\$39,343	\$40,129	\$40,916	\$41,734	\$42,757
<b>Step 2</b>	\$39,342	\$40,129	\$40,915	\$41,733	\$42,551	\$43,402	\$44,466
<b>Step 3</b>	\$40,856	\$41,673	\$42,490	\$43,339	\$44,189	\$45,072	\$46,177
<b>Step 4</b>	\$42,366	\$43,213	\$44,060	\$44,941	\$45,822	\$46,738	\$47,884
<b>Step 5</b>	\$43,879	\$44,757	\$45,634	\$46,546	\$47,459	\$48,408	\$49,595
<b>Step 6</b>	\$45,391	\$46,299	\$47,206	\$48,150	\$49,094	\$50,075	\$51,303
<b>Step 7</b>	\$46,905	\$47,843	\$48,781	\$49,756	\$50,732	\$51,747	\$53,015
<b>Sr. Step</b>	\$48,416	\$49,384	\$50,352	\$51,359	\$52,366	\$53,413	\$54,722

### Senior Officer Salary Guide

	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$39,722	\$40,516	\$41,310	\$42,136	\$42,962	\$43,821	\$44,895
<b>Step 2</b>	\$41,708	\$42,542	\$43,376	\$44,243	\$45,111	\$46,013	\$47,141
<b>Step 3</b>	\$42,898	\$43,756	\$44,614	\$45,506	\$46,398	\$47,326	\$48,486
<b>Step 4</b>	\$44,484	\$45,373	\$46,263	\$47,188	\$48,113	\$49,075	\$50,278
<b>Step 5</b>	\$46,072	\$46,993	\$47,915	\$48,873	\$49,831	\$50,827	\$52,073
<b>Step 6</b>	\$47,661	\$48,614	\$49,567	\$50,558	\$51,549	\$52,580	\$53,868
<b>Step 7</b>	\$49,136	\$50,119	\$51,101	\$52,123	\$53,145	\$54,208	\$55,536
<b>Sr. Step</b>	\$52,362	\$53,409	\$54,456	\$55,545	\$56,634	\$57,766	\$59,182

### Lieutenant Salary Guide

	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$46,138	\$47,061	\$47,984	\$48,944	\$49,903	\$50,901	\$52,149
<b>Step 2</b>	\$48,446	\$49,415	\$50,384	\$51,392	\$52,399	\$53,447	\$54,757
<b>Step 3</b>	\$50,741	\$51,756	\$52,771	\$53,826	\$54,882	\$55,980	\$57,352
<b>Step 4</b>	\$53,054	\$54,115	\$55,176	\$56,280	\$57,383	\$58,531	\$59,965
<b>Step 5</b>	\$55,356	\$56,463	\$57,570	\$58,721	\$59,873	\$61,070	\$62,567
<b>Step 6</b>	\$57,659	\$58,812	\$59,965	\$61,164	\$62,364	\$63,611	\$65,170
<b>Step 7</b>	\$59,968	\$61,167	\$62,367	\$63,614	\$64,862	\$66,159	\$67,781
<b>Step 8</b>	\$62,269	\$63,514	\$64,760	\$66,055	\$67,350	\$68,697	\$70,381
<b>Step 9</b>	\$63,580	\$64,852	\$66,123	\$67,445	\$68,768	\$70,143	\$71,863

### Rutgers' New Hire Guide

	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
<b>Step 2</b>	\$33,500	\$33,500	\$33,500	\$33,500	\$33,500
<b>Step 3</b>	\$36,992	\$37,732	\$38,472	\$39,241	\$40,203
<b>Step 4</b>	\$40,484	\$41,294	\$42,103	\$42,945	\$43,998
<b>Step 5</b>	\$43,976	\$44,855	\$45,735	\$46,649	\$47,793
<b>Step 6</b>	\$47,468	\$48,417	\$49,366	\$50,354	\$51,587
<b>Step 7</b>	\$50,960	\$51,979	\$52,998	\$54,058	\$55,383
<b>Step 8</b>	\$54,456	\$55,545	\$56,634	\$57,766	\$59,182

The University's final offer for the FOP-S is the following: in addition to the normal increments, officers will receive the following increases: FY99/00 – effective 7/1/99 - 3.0% ATB to all steps; FY00/01 – effective 7/1/00 – 2.0% ATB increase to all steps, 1/1/01 – 2.0% ATB increase to all steps (2% increase calculated on 6/30/00 base); FY01/02 – effective 7/1/01 – 2.0% ATB increase to all steps, 1/1/02 – 2.0% ATB increase to all steps (2% increase calculated on

6/30/01 base); FY02/03 – effective 7/1/02 – 2.0% ATB increase to all steps, 1/1/03 – 2.5% ATB increase to all steps (2.5% increase calculated on 6/30/02 base).

**RUTGERS UNIVERSITY FOP-S FINAL OFFER  
Sergeant and Detective Salary Guide**

	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$39,671	\$40,465	\$41,258	\$42,083	\$42,908	\$43,766	\$44,839
<b>Step 2</b>	\$41,674	\$42,507	\$43,341	\$44,208	\$45,075	\$45,977	\$47,103
<b>Step 3</b>	\$43,681	\$44,555	\$45,428	\$46,337	\$47,245	\$48,190	\$49,371
<b>Step 4</b>	\$45,685	\$46,599	\$47,512	\$48,462	\$49,412	\$50,400	\$51,636
<b>Step 5</b>	\$47,689	\$48,643	\$49,597	\$50,589	\$51,581	\$52,613	\$53,902
<b>Step 6</b>	\$49,696	\$50,690	\$51,684	\$52,718	\$53,751	\$54,826	\$56,170
<b>Step 7</b>	\$51,697	\$52,731	\$53,765	\$54,840	\$55,916	\$57,034	\$58,432
<b>Step 8</b>	\$53,703	\$54,777	\$55,851	\$56,968	\$58,085	\$59,247	\$60,699
<b>Sr. Step</b>	\$54,776	\$55,872	\$56,967	\$58,106	\$59,246	\$60,431	\$61,912

**Senior Sergeant and Detective Salary Guide**

	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$41,656	\$42,489	\$43,322	\$44,188	\$45,055	\$45,956	\$47,082
<b>Step 2</b>	\$43,759	\$44,634	\$45,509	\$46,419	\$47,329	\$48,276	\$49,459
<b>Step 3</b>	\$45,866	\$46,783	\$47,701	\$48,655	\$49,609	\$50,601	\$51,841
<b>Step 4</b>	\$47,969	\$48,928	\$49,888	\$50,886	\$51,884	\$52,922	\$54,219
<b>Step 5</b>	\$50,073	\$51,074	\$52,076	\$53,118	\$54,159	\$55,242	\$56,596
<b>Step 6</b>	\$52,180	\$53,224	\$54,267	\$55,352	\$56,438	\$57,567	\$58,978
<b>Step 7</b>	\$54,282	\$55,368	\$56,453	\$57,582	\$58,711	\$59,885	\$61,353
<b>Step 8</b>	\$56,388	\$57,516	\$58,644	\$59,817	\$60,990	\$62,210	\$63,735
<b>Sr. Step</b>	\$57,514	\$58,664	\$59,815	\$61,011	\$62,208	\$63,452	\$65,007

The University has calculated its final offer for the FOP-P unit to cost an additional \$2,301,834 and will bring the police base wages to \$5,800,193, an increase of 22.81% over the term of the contract. The University further calculated that, at present, the Rutgers' police officers receive a total compensation package worth between \$60,789 and \$106,175 for FOP-P members and between \$81,284 and \$119,225 for FOP-S members.

The University has proposed wage increases totaling 16.42% over the term of the contract, an average of 4.10% per year. The University calculated that, by the end of the FOP-P contract, a top step senior police officer will receive \$59,182, compared to \$50,837 in FY98/99. The University calculated that a top step senior sergeant/detective will receive \$65,007, compared to \$55,839 in FY 98/99 and a top step lieutenant will receive \$71,863, compared to \$61, 728 in FY 98/99. The University's calculations are exclusive of additional overtime and other extra payments resulting from the increased base wage.

The University asserts that its final offer balances internal equity among its negotiations units with the need to maintain external competitiveness and minimize attrition. Rutgers asserts this can be achieved by lowering its new hire rate, freezing steps in year one of the contract and applying these savings to the top rate for officers. The University contends that the proposed increases are beyond those received by other University employees and beyond those received by comparable police officers at other colleges and universities as well as municipal police officers.

Rutgers submits salary charts to support its contention that the \$30,000 new hire rate would be competitive when compared with other law enforcement departments.

**STARTING SALARY COMPARISON  
1999**

<b>Middlesex County</b>	<b>Starting Salary</b>
Cranbury Township	\$36,812
Woodbridge	\$35,749
Spotswood	\$35,489
Old Bridge	\$34,225
South Plainfield	\$33,611
Plainsboro	\$33,373
Monroe	\$32,808
East Brunswick	\$31,050
Piscataway	\$30,574
Helmetta	\$30,215
<b>Rutgers</b>	<b>\$30,000</b>
North Brunswick	\$29,599
Sayreville	\$29,120
Metuchen	\$29,050
Edison	\$27,866
South Brunswick	\$27,243
Perth Amboy	\$27,000
Dunellen	\$27,000
Middlesex	\$26,832
New Brunswick	\$26,780
South Amboy	\$26,520
Carteret Boro	\$26,000
South River	\$25,000
MCC Sheriff	\$24,247
Jamesburg	\$23,805
Highland Park	\$22,660

<b>Camden County</b>	<b>Starting Salary</b>
Haddon Township	\$36,545
Collingswood	\$34,499
Waterford Township	\$34,086
Haddon Heights Boro	\$33,742
Berlin Township	\$32,300
City of Camden	\$32,228
Pine Hill Boro	\$30,141
Stratford	\$30,769
Audubon Boro	\$30,716
Haddonfield Boro	\$30,210 (2000)
<b>Rutgers</b>	<b>\$30,000</b>
Berlin Boro	\$29,638
Winslow Township	\$29,000
Cherry Hill Township	\$28,910
Somerdale Boro	\$28,831
Lindenwold Boro	\$28,325
Pennsauken Twp	\$28,122
Magnolia Boro	\$27,172
Voorhees Township	\$27,136
Chesilhurst Boro	\$26,915
Woodlynne Boro	\$26,742
Bellmawr Boro	\$26,123
Merchantville Boro	\$24,758
Runnemead Boro	\$24,657
Laurel Springs	\$23,722
Brooklawn	\$23,000
Oaklyn Boro	\$22,662
Gibbsboro	\$22,568
Mount Ephraim Boro	\$21,528
Hi-Nella	\$20,800

The University asserts that its proposal to freeze all steps in year one of the contract would have a minimal impact on the officers currently on steps in the FOP-P unit. The University asserts that although the officers will not receive any across-the-board increases in FY99/00, they will receive step increments ranging

from 3.4% to 5.0% in the remaining years of the contract. In addition, the University contends that these officers will receive the benefit of the new maximum rate when they reach the top step. Rutgers compares its offer with salary levels at other academic law enforcement agencies.

**COMPARISON OF TOP BASE SALARIES  
AT END OF FISCAL YEAR**

Year	Rutgers Final Offer	NJIT	UMDNJ	SLEC
FY 98/99	\$50,837	\$48,493	\$47,861	\$44,301
FY 99/00	\$52,362	\$50,190	\$49,524	\$45,408
FY 00/01	\$54,456	\$51,946	\$52,000	\$46,998
FY 01/02	\$56,634	-	\$53,435	\$48,877
FY 02/03	\$59,182	-	\$55,390	\$51,077
		-4.8%	-6.8%	-15.9%

The University calculated that under the Union's final offer the total police base will increase to \$6,205,193 by June 30, 2003 or 31.39% over the term of the contract. The University further calculated that the additional cost to the University over the four years of the contract will be \$3,497,113, \$1,195,279 more than the University's final offer. The University further calculated that the Union's wage proposal seeks across-the-board wage increases totaling 20.4% compounded over four years, an average of 5.1% per year.

The University asserts that its economic package takes into account the financial impact on the governing unit, because it considers the State's economic condition. According to the University, the granting of an economic package in



excess of what it proposes would have a detrimental impact upon the University's ability to pay.

The University asserts that it has a debt of \$484 million and an annual debt service in excess of \$30 million. The debt is scheduled to rise substantially in order to add essential infrastructure. The University states that it has a deferred maintenance obligation which stands at \$350 million.

The University contends that, unlike a municipality, it does not have the power to tax in order to raise funds. Its revenue is mainly supported by tuition and State funding. University tuition is partially subsidized through federal and State student financial aid. The University contends that inadequate and unpredictable State appropriations have resulted in tuition increases that have frustrated the University's mission of providing a financially accessible education for State residents. The University asserts that State appropriations have fallen over the past few years (1998-2000) as a percentage of the University's budget.

Dr. Nancy Winterbauer testified for the University and explained that tuition and State appropriations are grossly inadequate to pay for what the University must provide to students. As a result of insufficient State funding, the University contends that it has had to increase tuition and fees. Rutgers' students pay almost double the tuition and required fees of \$3,860 than other students at peer institutions. The University asserts that the necessity to

increase tuition excludes potential students and places a greater economic burden on those who do not attend.

Moreover, the Dr. Winterbauer testified that that monies received by the University, outside tuition and State appropriations, is restricted either by the funding source, or internally by the University's designation for a particular program. Restricted funds cannot be utilized except for as provided by the donor. The University contends that its unrestricted funds have been designated for certain essential purposes. It cites Bruce Fehn's testimony that each and every unrestricted dollar in the University's budget is accounted for and is designated for some specific purpose.

Finally, the University contends that it faces fiscal challenges in the upcoming years to maintain and expand the requisite buildings, plant and infrastructure of the University. Dr. Winterbauer and Mr. Fehn both testified that the University is planning to increase its debt with various construction and maintenance projects for fiscal year 1999 and fiscal year 2000 and that there is no State funding for these projects.

The University further argues that the Union failed to justify its wage proposal under the statutory guidelines. The University argues that the Unions did not present any witnesses as to any statutory criteria, the Unions did not present any evidence on internal comparability; the Unions did not present

complete evidence on municipal comparability; the Unions did not present any witnesses to justify its proposals; and the Unions cost-outs were grossly inaccurate and misleading.

The University further argued that the Union did not provide any evidence to support the Unions' proposal for a reduction in the number of steps on the salary guides. The University contends that the Union failed to address the additional increment cost resulting from having a salary guide with fewer steps. The University also noted that the Union did not point to any municipal police unit whose across-the-board wage increases totaled 20.4% over a four year period. The University asserted that the Union's own "focus" communities received four year increases totaling only 14.8% (Piscataway) and 14.74% (New Brunswick). Finally, the University asserts that the Union's proposed new hire rate is negated by the reduction in steps.

Furthermore, the University contends that its sick days proposal should be adopted. Rutgers has proposed that all police officers hired on or after January 1, 2001 receive 12 sick days per year, earned at the rate of 1 sick day per month. The University contends that this represents a reduction of three sick days for officers hired after January 1, 2001 only. Harry Agnostak testified that this proposal will bring new hires in line with every other staff union at Rutgers, with the exception of 8 physicians who work on a salaried basis with no overtime.

The University asserted that the FOP-S proposal to credit sick days on a day-for-day basis is unwarranted. The University relies upon the testimony of Susanna Polhamus who testified that on or about 1998 the University and the Unions agreed to change the officers' schedules from the regular eight hour day to a ten and twelve hour day. Polhamus testified that this agreement was made contingent upon the conversion of days off to hours, to ensure equitable allocation of paid time off among officers with varying schedules. The University contends that the FOP-S is seeking to renege on its agreements and convert time off back to days. The University contends that this proposal is made in bad faith and would be unfair to officers in Newark and to the FOP-P members on each campus.

Further, the University argues that the FOP-S proposal seeking to modify the accrual rate of sick days from a monthly accrual to an automatic accrual at the beginning of the year should be rejected. The University contends that this proposal would permit a retiring officer to get credit for 15 additional sick days without regard to time actually worked that year. The University argues that this would invite abuse and provide the officers with a benefit no other Rutgers' employee has. The University seeks the rejection of the FOP-S vacation and administrative leave proposals for the same reasons stated above. Rutgers submits the following chart reflecting its position with respect to paid leave time.

<b>Unit</b>	<b># of Holidays (Includes Personal Days)</b>	<b># of Vacation Days (Maximum)</b>	<b># of Administrative Leave Days</b>	<b># of Sick Days</b>	<b>Total</b>
Rutgers FOP-P	15	25	3	15	58
Rutgers FOP-S	15	25	3	15	58
AFSCME Local 888	14	25	3	15 (new hires receive 12 days per year)	57
AFSCME Local 1761	14	25	3	15 (new hires receive 12 days per year)	57
IUOE	14	25	3	15 (new hires receive 12 days per year)	57
USPD	14	25	3	15	57
EOF	14	25	3	15 (new hires receive 12 days per year)	57

Rutgers has also proposed that all officers receive a reduction of 1 personal day from three to two per year. Again the University relied upon Harry Agnostak who testified that this proposal would bring police officers in line with all other staff employees as reflected in the above chart.

Further, Rutgers seeks to create three separate seniority units for each of its three campuses, applicable only to layoffs. Rutgers contends that this seniority system for the FOP-P unit only would bring the two units in line with each other. Rutgers maintains that there has never been a layoff of Rutgers and that its proposal would serve the purpose of precluding an officer on one campus from bumping a junior officer at another campus who has been trained and possesses specific knowledge as to the campuses operations.

Rutgers proposes to eliminate the automatic increments at contract expiration. Rutgers asserts that reinstatement to the prior rule would promote more meaningful negotiations. The University relied upon Agnostak's testimony, where he stated that automatic increments are destructive to collective negotiations and tend to dissuade expeditious voluntary settlements.

Finally, the University proposed the elimination of the lieutenants' night differential while providing \$1000.00 per year to lieutenants permanently assigned to shifts between 5:00 p.m. and 7:00 a.m. The University contends that this differential is unwarranted as officers often volunteer for this shift so that they can be home during the day with their families and/or work side jobs. In addition, the University asserts that the additional pay is not warranted by the workload because the evening population is only a fraction of the daytime population.

The University urges rejection of the Unions' longevity proposal because by contract expiration, 20 members of the FOP-P unit and 20 members of the FOP-S unit would be eligible for the longevity benefit, a longevity cost of \$299,902 over the life of the contract. The University contends that in addition, this benefit would increase the officers' overtime and pension benefits. The University asserts that no other Rutgers' employee receives longevity and no other comparable police employee at UMDNJ, NJIT or SLEC have such a benefit.

The University also urges rejection of the Unions' uniform maintenance allowance increase. The Unions failed to introduce any evidence justifying the need for an increase. The University relied upon the Unions' own exhibit showing that Rutgers police officers already receive a clothing and maintenance allowance better than all but four (4) of the 26 Middlesex County municipalities surveyed. The University presented evidence that the police officers' clothing and maintenance allowance is greater than that received by any other Rutgers' employee. The University offered into evidence a chart comparing the University's 1999 clothing/maintenance allowance with UMDNJ, NJIT and SLEC.

**UNIFORM ALLOWANCE COMPARISON  
1999**

<u>Unit</u>	<u>Uniform Allowance</u>
Rutgers Police	\$525 includes maintenance only. Replacement uniforms are furnished. Average benefit to Officer based on cost to University is \$702 per year. Total benefit = \$1227*.
UMDNJ - Police	\$175 includes maintenance only. Replacement uniforms are furnished.
NJIT - Police	\$1100 for maintenance and replacement.
SLEC - State Campus Police	\$1435 for maintenance and replacement.

The University also presented evidence showing the 1999 Annual Uniform Replacement Costs for the four campuses, totaling \$66,000 per year.

### 1999 ANNUAL UNIFORM REPLACEMENT COSTS

NEW BRUNSWICK	NEWARK	CAMDEN	TOTAL
\$40,000 per year	\$16,000 per year	\$10,000 per year	\$66,000 per year

The University further urges the rejection of the Unions' meal allowance proposal. The University contends that the Unions failed to present any comparable data and that the two menus selected by the Unions were not representative of the area. The University asserted that a meal allowance of \$9.25 would exceed the meal allowance provided to any other Rutgers' employee as well as exceed the meal allowance provided to police officers at UMDNJ, NJIT and SLEC. Rutgers offers a chart comparing these benefits with other institutions.

### COMPARISON OF BENEFITS AT END OF FISCAL YEAR

	RUTGERS	NJIT	UMDNJ	SLEC
Longevity	None	None	None	None
Meal Allowance	\$6.25	\$0	\$0	\$0
Uniform Maintenance and Replacement	\$1227	\$1100	\$175 plus replacement	\$1435
Holidays	15	13	15	13
Vacation Days	25	20	25	25
Administrative Leave Days	3	3	0	3
Sick Days	15	15	12	15
Parking Fees	\$65 to \$102	\$300	\$186 to \$239	-

The University seeks rejection of the FOP-P police officers' bill of rights. The University asserts that the FOP-P presented no witnesses and no basis for justifying a change in the existing language. The University contends that the



proposed change would delay internal investigations, require the disclosure of witnesses names to police officers under investigation, unnecessarily limit the ability of internal affairs officers to gather information from officers not under investigation and set unrealistic time frames for complicated investigations. The University contends that the Union offered no evidence that the current provision has resulted in any unfairness to any officer. Further the University asserts that the FOP-P's comparable evidence demonstrates that the University's bill of rights is equal or superior to the majority of municipalities surveyed by the Union.

The University seeks rejection of the FOP-P's proposal to increase the number of days to initiate a grievance claiming that the FOP-P failed to offer any rationale for the need to lengthen the grievance procedure. Again, the University contends that the FOP's own comparable data demonstrates that the current grievance procedure language is equal to or more generous than the time periods in the majority of the Middlesex County contracts.

The University urges the rejection of the FOP-S military leave proposal. The University contends that the FOP-S has failed to offer any evidence that any FOP-S member has been unable to obtain military orders or that any problems regarding military leave exist. The University urges that without a compelling demonstration of harm, the proposal should be rejected.

The University seeks rejection of the Unions' new representation fee provision. The University asserts that it was undisputed that all police officers have joined the Unions, thus the language is gratuitous and should be rejected.

The University urges the rejection of the Unions' new savings clause and retention of benefits clause. The University asserts that this proposal is an open-ended savings clause that is potentially dangerous as it may be used for benefits which have never been articulated to the University. Further, the University contends that the Unions did not offer any evidence to support their proposals.

The University seeks the rejection of the FOP-P's proposal of a 4/4 day work schedule. The University contends that the Union offers no justification for its proposal. The University asserts that the Union, in explaining the proposal, did not have knowledge as to which officers were on a 4/4 schedule or whether a 4/4 schedule was being used by any of the campuses.

The University urges the rejection of the FOP-P's proposal for shift preference. Again the University contends that the FOP-P failed to produce any evidence of the need for such a proposal or its impact on the University. The University asserts that the comparable data submitted by the FOP-P clearly demonstrates that the majority of the municipal departments surveyed do not have contractual shift bidding procedures. Thus, the University urges the retention of the status quo.

For all of these reasons, the University asks that its economic package be awarded.

## **DISCUSSION**

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

Many other issues besides salary remain in dispute. It is commonly accepted that a party seeking to change terms and conditions of employment bears the burden of establishing the need for such modification. That principle has been applied to each issue in dispute.

I conclude that this burden has, in part, been met with respect to the FOP's meal allowance proposal for both units. The FOP seeks to increase the allowance for a meal three dollars over the next three years. This would increase the meal allowance from \$6.25 to \$9.25 by FY02. The FOP submitted menu exhibits representative of the area restaurants. These exhibits demonstrated an

average meal cost above the existing allowance. The University asserted that a meal allowance of \$9.25 would exceed the meal allowance provided to any other Rutgers' employee as well as exceed the meal allowance provided to police officers at UMDNJ, NJIT and SLEC. An increase is warranted but not to the extent sought by the Unions. An increase to \$7.75, effective January 1, 2002 is reasonable and equitable in offsetting the demonstrated increase in meal expenditures. The annual cost of this modification, based upon record evidence concerning meal allowance costs, is \$3,353.

The FOP-P has proposed an increase in the uniform maintenance allowance by \$50 each year for a new total of \$725 per year for both units. In addition, the FOP-S proposes an increase in the detective non-uniform clothing allowance of \$50 for each year of the contract. The Union presented comparable data demonstrating that the uniform and maintenance allowances for municipal police units in Middlesex County range from \$575 to \$1,750. The Union also asserts that, in recent interest arbitration awards in New Brunswick and Piscataway, increases of \$75 and \$250, respectively, were awarded.

The University asserts that the Unions failed to introduce any evidence justifying the need for an increase. The University relied upon the Unions' own exhibits demonstrating that Rutgers' police officers already receive a clothing and maintenance allowance better than all but four (4) of the 26 Middlesex County municipalities surveyed. The University presented evidence that the police

officers' clothing maintenance allowance is greater than that received by any other Rutgers' employee. The record evidence supports a finding that the clothing and maintenance allowance be increased, but not to the levels sought by the Unions. I have considered the fact that the chart on maintenance allowance referred to by Rutgers includes many allowances which, unlike that at Rutgers, are above and beyond a clothing allowance. The majority of labor agreements in evidence reflect some increase in this type of allowance. I conclude that an increase of \$50 effective July 1, 2001 and an additional \$50 effective July 1, 2002 is reasonable and justified in light of the record developed on this issue. The same increase shall be provided for the detective non-uniform allowance. The cost of this modification is \$4,600 in 2001 and an additional \$4,600 in 2002.

The FOP-P has proposed to increase the initiation of the grievance procedure from 15 days to 30 days. The Union contends that due to the fact that the University is spread out on three campuses, the processing of a grievance may be delayed as a result of the investigating of a union member's complaint. The University asserts that the Union did not present any evidence that there have been delays in the past with the current language. Although the Union's contentions are persuasive in theory, no tangible justification exists for the modification sought. I conclude that the Union has not met its burden of establishing a need for such modification, thus, the Union's proposal is rejected.

The FOP-P also proposed to expand its current bill of rights article with a more comprehensive clause covering a bill of rights, personnel files and performance evaluations. The new language would expand that language that limits the individual offer to having present an "FOP-P representative" with the right to be represented by counsel.

The University asserts that the FOP-P presented no witnesses and no basis for justifying a change in the existing language. The University contends that the proposed change would delay internal investigations, require the disclosure of witnesses names to police officers under investigation, unnecessarily limit the ability of internal affairs officers to gather information from officers not under investigation and set unrealistic time frames for complicated investigations. The University contends that the Union offered no evidence that the current provision has resulted in any unfairness to any officer. I conclude that the Union has not met its burden of establishing that the existing rights set forth in the agreement have resulted in less than equitable treatment of any police officers nor established a potential for same. Therefore, I reject the Union's proposal.

The Union has proposed a shift bidding clause for both units at the New Brunswick campus only because it is the only campus where there are permanent shifts. This proposal would allow officers the opportunity to bid for steady shifts. The University contends that the FOP-P failed to produce any

evidence of the need for such a proposal or its impact on the University. The University asserts that the comparable data submitted by the FOP-P clearly demonstrates that the majority of the municipal departments surveyed do not have contractual shift bidding procedures. I conclude that the Union has not met its burden of establishing the need for such modification. Therefore, the Union's proposal for a shift bidding proposal is denied.

The Union has proposed a standard agency shop clause for both units assessing non-union members for the cost of representation. This proposal would defray the cost of representing non-union members. Although, at present, all unit members belong to the Union, the merits of this proposal cannot be viewed in such narrow fashion. A representation fee should be established in the event there are future non-union members in order to provide financial support for benefits the Union negotiates and protection it must provide for non-members. The University has offered no objection other than the statement that all officers are presently members of the unit. This fact does not diminish the purpose for which the representation fees in lieu of dues serves as reflected in the legislative intent which made this issue negotiable. I conclude that this proposal be sustained. The University has the right to review the proposal to ensure that it fulfills all statutory requirements.

The Union proposes a simple savings clause for both units which would preserve past practices as a contractual obligation. The Union asserts that

similar language is included in the UMDNJ and SLEC contracts. The University asserts that this proposal is an open ended savings clause that is potentially dangerous as it may be used for benefits which have never been articulated to the University. No persuasive evidence has been presented that any problems of contract interpretation have arisen, that either party's statutory rights have been affected in any way, nor that the University has unilaterally eliminated any rights or benefits currently in existence by prior practice. Thus, I do not award this proposal.

The Union has proposed another provision that would affect the New Brunswick campus only for the FOP-P unit. The Union proposes to codify the 4/4 work schedule. The Union seeks to conform the New Brunswick campus work schedule language to the majority of Middlesex County police contracts. The University contends that the Union offers no justification for its proposal. The University asserts that the Union, in explaining the proposal, did not have knowledge as to which officers were on a 4/4 schedule or whether a 4/4 schedule was being used by any of the campuses. No evidence was presented that the status quo in work schedule was being considered by the University or that the Union has ever waived its right to negotiate any negotiable change which might be proposed by the University. Accordingly, the Union's proposal is not awarded.

The University has proposed a reduction in the number of sick days and the number of personal days for both units. Rutgers has proposed that all police



officers hired on or after January 1, 2001 receive 12 sick days per year, earned at the rate of 1 sick day per month. The University contends that this represents a reduction of three sick days for officers hired after January 1, 2001 only. Further, the University proposed to reduce the number of personal days from three to two for all employees. On this issue, Rutgers seeks to bring police officers in line with non-law enforcement employees. The Union has demonstrated that the majority of Middlesex County officers receive 15 sick days per year. The Union has also demonstrated that the average number of personal days received by Middlesex county officers is four. I conclude that the University has not met its burden to establish a need to change the number of personal days but that its proposal to grant 12 days of sick leave per year for new hires, earned at the rate of 1 sick day per month, has merit and is awarded. This proposal is consistent with the new hire policy established by Rutgers for non-law enforcement personnel. I do not award the Union's proposal to change the manner in which the accrual of sick leave is calculated.

Rutgers seeks to create three separate seniority units for each of its three campuses, applicable only to layoffs. Rutgers contends that this seniority system for the FOP-P unit only would bring the two units in line with each other. Rutgers maintains that there has never been a layoff at Rutgers and that the proposal would serve the purpose of precluding an officer on one campus from bumping a junior officer at another campus, who has been trained and possesses specific knowledge as to the campus' operations.

The Union contends that this proposal would pose a serious threat to police officers' job security. The Union asserts that if the proposal is adopted, the police officers would be the only rank stripped of all bumping rights. The Union contends that if superior officers can all bump down into lower rank, equity demands that retention of the police officer's right to bump across campuses.

As the University has pointed out, there have been no layoffs. This fact, however, does not support the modification of an existing contractual procedure. There has been no opportunity to assess how the existing unit-wide seniority system would impact on the police officers or the delivery of police services. The existing system provides broader protection to police officers who have provided longer service to the University and the University's proposal would limit the job security of these officers by narrowing their bumping rights to the campus to which they are employed. I conclude that insufficient justification has been established by the University to alter the existing contractual procedures. Its proposal is denied.

The Union has proposed that vacation, sick and administrative leave for the FOP-S unit be charged on a day-for-day basis. The Union contends that the present provision gives sergeants and lieutenants less days off than if their leave days coincided with the number of hours in the workday. Rutgers opposes this change because it is inconsistent with a mutual agreement entered into with the

Union with respect to the conversion of leave time when the 4/4 schedules were agreed upon in 1988. Testimony on this issue was given by Polhamus that leave time was converted to hours as a result of the change from the eight hour workday. Documentary evidence supports this testimony. Given the agreements on this issue at the time of conversion, I am reluctant to now alter the calculation of leave time. Although there is nothing to suggest that the University and the FOP-S could not renegotiate and agree upon different conversions of time, I decline to award the FOP-S proposal on these issues. The additional costs associated with the proposals, which are chargeable by the terms of the arbitration statute, are not justified at this time above and are beyond the economic adjustments set forth in this Award.

The Union seeks a modification to Article 17 - Military Leave. Sections 2 and 3 require the submission of "orders" and "official government orders." The Union proposes language "if such orders are available" or "as soon as such orders are available." No instance of any problem has been presented where leave has ever been denied. I do not believe modification to the contract language is necessary because the University clearly must comply with all legal requirements in granting military leave.

Five issues relating to salary remain. The first is Rutgers' proposal to eliminate the lieutenant's night differential set forth in Article 18, paragraph 6 of the FOP-S agreement. This differential provides \$250 per quarter for those

assigned to permanent night shifts. Although Rutgers has presented argument as to why this differential is not warranted, it has not met its burden to eliminate an existing benefit intended to make non-day shift hours more attractive and is limited to few unit members. Thus, this proposal is denied.

The second salary related issue is Rutgers' proposal, for both units, to eliminate increments on anniversary dates under circumstances when an agreement has expired. There is no evidence that this provision has created instability, disharmony or undue delays in negotiations. Accordingly, this proposal is denied.

The third salary related issue is the Union's proposal for a new 4% longevity step after 15 years of service. Although longevity pay may exist in many law enforcement agreements in evidence, no such pay provision exists within the University, in other university law enforcement contracts or other law enforcement units where the State of New Jersey is the employer. The Union points out that this benefit does exist in most municipal contracts in evidence. This latter fact is relevant but the additional costs of establishing this benefit weighs against its inclusion during this contract term.

A fourth issue related to salary is the Union's proposal to delete that portion of Article 21, Section 4 which conditions receipt of Senior Officer Placement on not having been suspended for poor work performance in the

previous year. The Union refers to this language as "merit pay," a feature which it points out is absent from the many Agreements submitted into evidence. The record does not reflect that the existing language has served as a bar to salary increase for any officers in the past and the longstanding nature of this standard weighs heavily against its deletion. The existing provision cannot be construed as a merit pay scheme as commonly understood. I decline to award this proposal.

A fifth issue is the University proposal to hire police officers at any one of the first three steps of the salary schedule. I sustain the Union's objection that the terms of any such discretion should be subject to discussion and agreement with the Union. This proposal is denied.

I turn now to the issue of salary. The FOP-P has proposed salary increases of 19.0% or an average of 4.75% per year. Specifically, the Union seeks 4.5%; 4.5%; 5.0%; 5.0%; for FY00-03, exclusive of increments, on a combined 7 step guide for current employees. In addition, the Union seeks to establish, for new hires, a 7-step guide (FY01) with 8.0% between steps and applying 5.0%; 5.0 % for FY02-03.

The University has proposed for the FOP-P the following: police officers hired before January 1, 2001 will receive the following increases: FY99/00 – effective 7/1/99 - 3.0% increase to Senior Officer Step 8 only, freeze all other steps at current rates; FY00/01 – effective 7/1/00 – 2.0% ATB increase to all

steps, 1/1/01 – 2.0% ATB increase to all steps (2% increase calculated on 6/30/00 base); FY01/02 – effective 7/1/01 – 2.0% ATB increase to all steps, 1/1/02 – 2.0% ATB increase to all steps (2% increase calculated on 6/30/01 base); FY02/03 – effective 7/1/02 – 2.0% ATB increase to all steps, 1/1/03 – 2.5% ATB increase to all steps (2.5% increase calculated on 6/30/02 base). In addition the FOP-P seeks for all police officers hired on or after January 1, 2001, one new salary scale established as follows: (1) create new starting rates of \$30,000 and \$33,500 for years one and two, which rates shall be frozen for the life of the contract; (2) eliminate the current two guide system, and (3) provide eight equal steps to maximum rate. The maximum rate under the new hire guide shall be equal to the maximum rate on the current Senior Officer guide. Progression from Step 7 to Step 8 on the New Hire Guide will be subject to the same provisions as set forth in Article 21, Paragraph 4. The University further seeks to replace the current language in Article 21, Paragraph 3 regarding minimum step placement with the following language: the University may, in its discretion, hire new officers on either Step 1, Step 2 or Step 3 of the New Hire Guide. Finally, the University seeks to eliminate paragraph 2 of Article 21 regarding automatic increments.

When these proposals are applied to the existing salary schedule and projected forward for an additional three years, the proposed salary schedules would read as follows:

## RUTGERS UNIVERSITY FOP-P FINAL OFFER

### Police Officer Salary Guide

	1998	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$37,830	\$37,830	\$38,587	\$39,343	\$40,129	\$40,916	\$41,734	\$42,757
<b>Step 2</b>	\$39,342	\$39,342	\$40,129	\$40,915	\$41,733	\$42,551	\$43,402	\$44,466
<b>Step 3</b>	\$40,856	\$40,856	\$41,673	\$42,490	\$43,339	\$44,189	\$45,072	\$46,177
<b>Step 4</b>	\$42,366	\$42,366	\$43,213	\$44,060	\$44,941	\$45,822	\$46,738	\$47,884
<b>Step 5</b>	\$43,879	\$43,879	\$44,757	\$45,634	\$46,546	\$47,459	\$48,408	\$49,595
<b>Step 6</b>	\$45,391	\$45,391	\$46,299	\$47,206	\$48,150	\$49,094	\$50,075	\$51,303
<b>Step 7</b>	\$46,905	\$46,905	\$47,843	\$48,781	\$49,756	\$50,732	\$51,747	\$53,015
<b>Sr. Step</b>	\$48,416	\$48,416	\$49,384	\$50,352	\$51,359	\$52,366	\$53,413	\$54,722

### Senior Officer Salary Guide

	1998	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$39,722	\$39,722	\$40,516	\$41,310	\$42,136	\$42,962	\$43,821	\$44,895
<b>Step 2</b>	\$41,708	\$41,708	\$42,542	\$43,376	\$44,243	\$45,111	\$46,013	\$47,141
<b>Step 3</b>	\$42,898	\$42,898	\$43,756	\$44,614	\$45,506	\$46,398	\$47,326	\$48,486
<b>Step 4</b>	\$44,484	\$44,484	\$45,373	\$46,263	\$47,188	\$48,113	\$49,075	\$50,278
<b>Step 5</b>	\$46,072	\$46,072	\$46,993	\$47,915	\$48,873	\$49,831	\$50,827	\$52,073
<b>Step 6</b>	\$47,661	\$47,661	\$48,614	\$49,567	\$50,558	\$51,549	\$52,580	\$53,868
<b>Step 7</b>	\$49,136	\$49,136	\$50,119	\$51,101	\$52,123	\$53,145	\$54,208	\$55,536
<b>Sr. Step</b>	\$50,837	\$52,362	\$53,409	\$54,456	\$55,545	\$56,634	\$57,766	\$59,182

### New Hire Guide

	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
<b>Step 2</b>	\$33,500	\$33,500	\$33,500	\$33,500	\$33,500
<b>Step 3</b>	\$36,992	\$37,732	\$38,472	\$39,241	\$40,203
<b>Step 4</b>	\$40,484	\$41,294	\$42,103	\$42,945	\$43,998
<b>Step 5</b>	\$43,976	\$44,855	\$45,735	\$46,649	\$47,793
<b>Step 6</b>	\$47,468	\$48,417	\$49,366	\$50,354	\$51,587
<b>Step 7</b>	\$50,960	\$51,979	\$52,998	\$54,058	\$55,383
<b>Step 8</b>	\$54,456	\$55,545	\$56,634	\$57,766	\$59,182

### FOP-P FINAL SALARY OFFER POLICE OFFICERS HIRED PRIOR TO JAN. 1, 2001

	Step 3 1	Step 4 2	Step 5 3	Step 6 4	Step 7 5	Step 8 6	Step 8 7	(21) Senior Longevity
<b>1998</b>	37,830	39,342	40,856	42,366	43,879	45,391	46,905	After 15 years
<b>99-00</b>	42,695	44,272	45,854	47,434	49,016	50,595	53,125	from date of
<b>00-01</b>	44,616	46,264	47,917	49,569	51,222	52,872	55,516	hire, add 4%
<b>01-02</b>	46,847	48,577	50,313	52,047	53,783	55,516	58,292	to base pay
<b>02-03</b>	49,189	51,006	52,829	54,650	56,472	58,291	61,206	

**\*POLICE OFFICERS HIRED AFTER JAN. 1, 2001**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Senior Longevity</b>
<b>00-01</b>	34,984	37,783	40,806	44,070	47,596	51,404	55,516	After 15 years from
<b>01-02</b>	36,734	39,673	42,846	46,274	49,976	53,974	58,292	date of hire, add 4%
<b>02-03</b>	38,570	41,656	44,988	48,587	52,474	56,672	61,206	to base pay

The FOP-S is proposing salary increases of 19.0% or an average of 4.75% per year. The Union seeks 4.5%; 4.5%; 5.0%; 5.0% for FY00-03, exclusive of increments. The Union also seeks a combined 6 step guide for Sergeants/Detectives and a 5 step guide for Lieutenants.

The University's proposal for the FOP-S the following: in addition to the normal increments, officers will receive the following increases: FY99/00 – effective 7/1/99 - 3.0% ATB to all steps; FY00/01 – effective 7/1/00 – 2.0% ATB increase to all steps, 1/1/01 – 2.0% ATB increase to all steps (2% increase calculated on 6/30/00 base); FY01/02 – effective 7/1/01 – 2.0% ATB increase to all steps, 1/1/02 – 2.0% ATB increase to all steps (2% increase calculated on 6/30/01 base); FY02/03 – effective 7/1/02 – 2.0% ATB increase to all steps, 1/1/03 – 2.5% ATB increase to all steps (2.5% increase calculated on 6/30/02 base).

When these proposals are applied to the existing salary schedule and projected forward for an additional three years, the respective proposed salary schedules would read as follows:



**RUTGERS UNIVERSITY FOP-S FINAL OFFER**

**Sergeant and Detective Salary Guide**

	1998	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$38,516	\$39,671	\$40,465	\$41,258	\$42,083	\$42,908	\$43,766	\$44,839
<b>Step 2</b>	\$40,460	\$41,674	\$42,507	\$43,341	\$44,208	\$45,075	\$45,977	\$47,103
<b>Step 3</b>	\$42,409	\$43,681	\$44,555	\$45,428	\$46,337	\$47,245	\$48,190	\$49,371
<b>Step 4</b>	\$44,354	\$45,685	\$46,599	\$47,512	\$48,462	\$49,412	\$50,400	\$51,636
<b>Step 5</b>	\$46,300	\$47,689	\$48,643	\$49,597	\$50,589	\$51,581	\$52,613	\$53,902
<b>Step 6</b>	\$48,249	\$49,696	\$50,690	\$51,684	\$52,718	\$53,751	\$54,826	\$56,170
<b>Step 7</b>	\$50,191	\$51,697	\$52,731	\$53,765	\$54,840	\$55,916	\$57,034	\$58,432
<b>Step 8</b>	\$52,139	\$53,703	\$54,777	\$55,851	\$56,968	\$58,085	\$59,247	\$60,699
<b>Sr. Step</b>	\$53,181	\$54,776	\$55,872	\$56,967	\$58,106	\$59,246	\$60,431	\$61,912

**Senior Sergeant and Detective Salary Guide**

	1998	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$40,443	\$41,656	\$42,489	\$43,322	\$44,188	\$45,055	\$45,956	\$47,082
<b>Step 2</b>	\$42,484	\$43,759	\$44,634	\$45,509	\$46,419	\$47,329	\$48,276	\$49,459
<b>Step 3</b>	\$44,530	\$45,866	\$46,783	\$47,701	\$48,655	\$49,609	\$50,601	\$51,841
<b>Step 4</b>	\$46,572	\$47,969	\$48,928	\$49,888	\$50,886	\$51,884	\$52,922	\$54,219
<b>Step 5</b>	\$48,615	\$50,073	\$51,074	\$52,076	\$53,118	\$54,159	\$55,242	\$56,596
<b>Step 6</b>	\$50,660	\$52,180	\$53,224	\$54,267	\$55,352	\$56,438	\$57,567	\$58,978
<b>Step 7</b>	\$52,701	\$54,282	\$55,368	\$56,453	\$57,582	\$58,711	\$59,885	\$61,353
<b>Step 8</b>	\$54,746	\$56,388	\$57,516	\$58,644	\$59,817	\$60,990	\$62,210	\$63,735
<b>Sr. Step</b>	\$55,839	\$57,514	\$58,664	\$59,815	\$61,011	\$62,208	\$63,452	\$65,007

**Lieutenant Salary Guide**

	1998	7/1/99	7/1/00	1/1/01	7/1/01	1/1/02	7/1/02	1/1/03
<b>Step 1</b>	\$44,794	\$46,138	\$47,061	\$47,984	\$48,944	\$49,903	\$50,901	\$52,149
<b>Step 2</b>	\$47,035	\$48,446	\$49,415	\$50,384	\$51,392	\$52,399	\$53,447	\$54,757
<b>Step 3</b>	\$49,263	\$50,741	\$51,756	\$52,771	\$53,826	\$54,882	\$55,980	\$57,352
<b>Step 4</b>	\$51,509	\$53,054	\$54,115	\$55,176	\$56,280	\$57,383	\$58,531	\$59,965
<b>Step 5</b>	\$53,744	\$55,356	\$56,463	\$57,570	\$58,721	\$59,873	\$61,070	\$62,567
<b>Step 6</b>	\$55,980	\$57,659	\$58,812	\$59,965	\$61,164	\$62,364	\$63,611	\$65,170
<b>Step 7</b>	\$58,221	\$59,968	\$61,167	\$62,367	\$63,614	\$64,862	\$66,159	\$67,781
<b>Step 8</b>	\$60,455	\$62,269	\$63,514	\$64,760	\$66,055	\$67,350	\$68,697	\$70,381
<b>Step 9</b>	\$61,728	\$63,580	\$64,852	\$66,123	\$67,445	\$68,768	\$70,143	\$71,863

**FOP-S FINAL SALARY OFFER  
SERGEANT AND DETECTIVE SALARY GUIDE  
(Regular and Senior Guides Combined)**

	<b>Step 5 1</b>	<b>Step 6 2</b>	<b>Step 7 3</b>	<b>Step 8 4</b>	<b>Step 9 5</b>	<b>Step 9 6</b>	<b>(23) Senior Longevity</b>
<b>1998</b>	46,300	48,249	50,191	52,139	53,181	58,352	After 15 years of service from date of hire, 4% added to base pay
<b>99-00</b>	48,384	50,420	52,450	54,485	55,574	60,978	
<b>00-01</b>	50,561	52,689	54,810	56,937	58,075	64,026	
<b>01-02</b>	53,089	55,324	57,550	59,784	60,979	67,228	
<b>02-03</b>	55,743	58,090	60,428	62,773	64,028		

## LIEUTENANT SALARY GUIDE

	Step 5 1	Step 6 2	Step 7 3	Step 8 4	Step 9 5	(23) Senior Longevity
1998	53,744	55,980	58,221	60,455	61,728	After 15 years of
99-00	56,162	58,499	60,841	63,175	64,506	service from date
00-01	58,690	61,132	63,679	66,018	67,409	of hire, 4% added
01-02	61,624	64,188	66,758	69,319	70,799	to base pay
02-03	64,705	67,398	70,096	72,785	74,318	

The evidence in support of the parties' respective salary proposals is voluminous. All evidence has been considered. No specific piece of evidence controls the disposition of this issue. All statutory criteria are relevant and no single criterion controls. Weight must be given to a wide range of evidence including the University's finances, a comparison of law enforcement contracts in New Jersey generally, in Essex, Camden and Middlesex Counties (where each segment of the bargaining units exist) in particular, in law enforcement contracts in public higher education institutions in New Jersey, internal labor agreements at Rutgers and the existing unique terms and conditions of unit employees which are the subject of proposed revision and modification by each party towards a new four year agreement. Each party, of course, stresses in argument, the factors which more strongly favor its respective position. Review of the relevant evidence and argument reflects that there are points of merit in the submissions of each party, some commonalities in their respective positions but also some sharp divergence in their views as to the relevance and weight to be given to certain evidence.

In particular, each party proposes a new hire salary schedule but with different salary amounts. Each is cognizant of record evidence that when the existing salary schedules are compared with law enforcement contracts in general, the lower steps of the salary schedule compare favorably but the maximum and higher steps compare less favorably. This fact tends to make it easier to hire police officers but more difficult to retain them. The terms of this award are designed, within the amount of monies which can be awarded, to address this circumstance.

Thus, I award the adoption of a new salary schedule for new police officers hired after the date of the award to provide cost savings for the University into the future, to serve as a cost offset for the terms of this award and provide a more balanced wage structure. The new hire salary schedule shall have eight steps with equal value increments from minimum to maximum. The minimum salary shall be substantially lower than the existing salary schedule but the maximum step shall be identical to the existing maximum step. The minimum salary shall remain in effect for the 2002-03 contract year.

I also award across-the-board percentage increases in the FOP-P unit providing for lower increases through Step 6 of the guide in each of the last three years of the Agreement. This will allow for higher increases for the higher steps which compare less favorably. This approach sustains, in part, the University's position for differentiated increases at the lower steps of the salary guide and the

Union's position that the salary maximum needed to be addressed. I do not sustain the position that the salary steps for the FOP-P, other than top step, should be frozen for the first year of the Agreement.

Further, I award a senior officer and senior superior officer differential effective July 1, 2002 based upon the record evidence reflecting that many police officers do not remain with the University after receiving academy training and work experience due, in part, to existing salary structures. These differentials shall be set at \$1,200 for police officers and \$1,500 for superior officers and eligibility shall be set after achieving 20 years of service with the Rutgers University Police Department. The differentials are not cumulative and the requirements for receipt of the differentials, for both units, shall be identical to the requirements now present in Article 21, Section 4 of the FOP-P Agreement. The University may require, in consideration for the existence of the differential, that qualified officers of each rank perform responsibilities of a training nature during normal working hours. The differential shall be paid in equal amounts during each year in each pay period.

I am aware that the salary schedules for Police Officers, Senior Police Officers, Sergeants and Senior Sergeants contain salary steps which overlap and are not used for certain salary placements due to excessive overlap. Although the argument to restructure salary schedules and/or combine them is appealing, I do not award a modification or combining of the salary schedules. But I strongly recommend that the Unions and Rutgers voluntarily enter voluntary discussions

to do so to render the guides more practical than they currently are and to fashion any change in a mutually acceptable way. Thus, the across-the-board percentages awarded herein are based upon the existing salary schedules without modification.

I note that Rutgers and the Unions have sharp disagreement on the cost-outs for their respective proposals. Rutgers refers to the Unions' calculations as a "sham" and the Unions describe Rutgers' methods as "hocus-pocus." For example, Rutgers points out that there are new costs associated with the Unions' proposed salary guide step compressions above and beyond the 19% across-the-board proposals and that fringe benefit costs heavily inflate this figure. The Unions argue that Rutgers cost calculations are inflated due to the "piggy-backing" of new annual costs. These disputes mainly concern the method and manner of calculation but do not alter the basic facts relating to cost which flow from each proposal. I simply note that these differences are not factual disputes which need to be resolved but merely reflect different perspectives on the method of calculating costs.

The Union's proposals are well above the average wage increases achieved in whatever comparable they are measured against. The Union recognizes this fact but contends that it is "financing" its proposals by virtue of offering a new salary guide for future hires. It then calculates these savings at 9% over the life of the Agreement based upon the substantial number of new

police officers hired over the last six years and projecting that rate into the future. There are cost offsets into the future by virtue of the new hire salary guide awarded, but a quantification of these savings and a conversion into a much higher than average award cannot be sustained. The cost savings of the new hire salary guide have been considered and do cause an award beyond the levels which would otherwise be compelled in the absence of the new hire guide. However, the wage levels sought by the Unions are not sustainable by the record evidence and cannot be awarded.

Similarly, I conclude that the record evidence requires adjustments of the University's wage proposals. These adjustments include the deletion of the salary step freeze during the first year, although there is merit to a differentiated increase in steps 1 through 6 during the last three years. This, in addition to cost offsets for the new hire salary guide, will allow for the modest adjustments in meal and uniform maintenance allowance, the senior officer differential after 20 years of service and across-the-board increases somewhat beyond proposed by the University. Data concerning the University's finances have also been scrutinized. While this data causes an award below that proposed by the Unions, the resources of the University are clearly sufficient to accommodate increases at the levels awarded without wage splits in the last three years of the Agreement.

Based upon all of the evidence and arguments submitted and after applying all relevant factors, including those required by statute, I have

determined that the revised salary schedules shall contain the following across-the-board wage increases: I award 3.75% effective July 1, 1999, 4.0% effective July 1, 2000, 4.0% effective July 1, 2001, and 4.0% effective July 1, 2002 for steps 7 and above for the Police Officer and Senior Police Officer guides and for all steps of the Senior Police Officer Sergeant, Senior Sergeant and Lieutenant guides. I award across-the-board increases of 3.75%, 3.0%, 3.0% and 3.0% for steps 1 through 6 for the Police Officer guide. Normal increments shall continue to be paid pursuant to current practices and no steps of the current guides shall be eliminated. Based upon the total annualized base salary figure of \$3,520,781 as of June 30, 1999 for FOP-P unit, the costs of these changes to the existing salary schedules are \$132,029 effective July 1, 1999, an additional \$146,112 effective July 1, 2000, an additional \$151,957 effective July 1, 2001, and an additional \$158,035 effective July 1, 2002. Based upon the total annualized base salary figure of and \$1,863,211 for the FOP-S unit, the costs of these increases are \$69,870 effective July 1, 1999, an additional \$77,323 effective July 1, 2000, an additional \$80,416 effective July 1, 2001, and an additional \$83,633 effective July 1, 2002. The calculations of annual increases are subject to modest fluctuation based upon turnover, hiring and the differentiated increases which cause payouts somewhat less than the general across-the-board increases. In addition, based upon the June 4, 1999 salary roster, 8 of 62 officers in the FOP-P unit would be eligible for a senior officer differential of \$1,200 for an aggregate cost of \$9,600 or 0.25% for the FOP-P unit. Fourteen of 32 officers in the FOP-S unit would be eligible for a differential of \$1,500 for an aggregate cost of \$21,000

or 1.0% for the FOP-S unit. When these amounts are applied to the base salaries of both units combined, the increase effective July 1, 2002 for both units represents an additional 0.5%. Cumulative costs resulting from the effect on overtime, increments, and other benefits would add to the difference. The costs of salary increments have been considered in the determination of the compensation increases but, for the purposes of this Award, have not been considered to be new money and chargeable to the calculation of net annual economic change.

The adjusted salary guides shall read as follows:

**FOP-P  
Police Officer Salary Guide**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Sr Step</b>
<b>99-00</b> 3.75%	39,249	40,817	42,388	43,954	45,524	47,093	48,663	50,231
<b>00-01</b> 3.0% 1-6 4.0% 7-8	40,426	42,041	43,659	45,272	46,889	48,505	50,609	52,240
<b>01-02</b> 3.0% 1-6 4.0% 7-8	41,638	43,302	44,968	46,630	48,295	49,960	52,634	54,330
<b>02-03</b> 3.0% 1-6 4.0% 7-8	42,887	44,601	46,318	48,028	49,743	51,459	54,871	56,639

**FOP-P  
Senior Police Officer Salary Guide**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Sr Step</b>
<b>99-00</b> 3.75%	41,211	43,272	44,506	46,152	47,799	49,448	50,978	52,743
<b>00-01</b> 4.0%	42,860	45,002	46,286	47,998	49,711	51,426	53,017	54,853
<b>01-02</b> 4.0%	44,574	46,803	48,138	49,918	51,700	53,483	55,138	57,047
<b>02-03</b> 4.0%	46,468	48,792	50,184	52,039	53,897	55,756	57,481	59,471



**FOP-S  
Sergeant & Detective Salary Guide**

<b>Range 22</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Sr Step</b>
<b>99-00</b> 3.75%	39,960	41,977	43,999	46,017	48,036	50,058	52,073	54,094	55,175
<b>00-01</b> 4.0%	41,558	43,656	45,759	47,857	49,957	52,060	54,156	56,257	57,382
<b>01-02</b> 4.0%	43,221	45,402	47,589	49,772	51,956	54,143	56,322	58,508	59,677
<b>02-03</b> 4.0%	44,949	47,218	49,492	51,762	54,034	56,308	58,574	60,848	62,064

**FOP-S  
Senior Sergeant & Detective Salary Guide**

<b>Range 23</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Sr Step</b>
<b>99-00</b> 3.75%	41,959	44,077	46,199	48,318	50,438	52,559	54,677	56,798	57,932
<b>00-01</b> 4.0%	43,637	45,840	48,047	50,250	52,455	54,662	58,864	59,070	60,250
<b>01-02</b> 4.0%	45,382	47,673	49,969	52,260	54,553	56,848	59,138	61,433	62,600
<b>02-03</b> 4.0%	47,197	49,579	51,967	54,350	56,735	59,121	61,503	63,890	65,104

**FOP-S  
Lieutenant Salary Guide**

<b>Range 25</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
<b>99-00</b> 3.75%	46,473	47,798	51,110	53,524	55,759	58,079	60,404	62,722	64,042
<b>00-01</b> 4.0%	48,332	50,750	53,154	55,665	57,989	60,402	62,820	65,230	66,604
<b>01-02</b> 4.0%	50,266	52,780	55,280	57,892	60,309	62,818	65,333	67,840	69,268
<b>02-03</b> 4.0%	52,276	54,891	57,491	60,207	62,721	65,330	67,946	70,553	72,038

As stated above, each party has proposed a new hire guide. I award a new hire guide at a level above that proposed by Rutgers but below that proposed by the FOP. I award a new hire guide with a step 1 salary of \$32,000

with the same maximum and same number of steps for the salary guide for police officers hired prior to the date of this award. The \$32,000 step 1 salary shall remain for the contract year 2002-2003. The steps between step 1 and senior step shall be in an equal dollar amount. The new hire salary guide shall be as follows:

**New Hire Salary Guide**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Sr Step</b>
<b>01-02</b>	32,000	35,190	38,380	41,570	44,760	47,950	51,140	54,330
<b>02-03</b>	32,000	35,519	39,038	42,557	46,076	49,595	53,114	56,639

The terms of the Award are within the lawful spending authority of the University and will not have adverse financial impact on its budget. The percentage increases are modestly above those proposed by the University although the increases do not contain split annual raises which in the last three years of the contract would reduce the University's offer on annual payout by 1% for 2000-2001 and 2001-2002 and 1.25% for year 2002-2003. The additional economic costs as well as the across-the-board increases can be funded within the University's financial ability without a determination of how it should allocate such funding and without resolving the debate between the Unions and the University over the use of restricted funds or undesignated funding. The testimony of Weber, Fehn and Winterbauer has been carefully reviewed and considered. Weber's testimony supports my conclusion that the terms of an award above the University's proposal can be funded without financial adverse impact and the testimony of Fehn and Winterbauer establish that the costs of

funding the Unions' proposals are inconsistent with the priorities the University has established to fulfill its mission of instruction, research and service which must take into account the enormity of its overall financial obligations. Although the terms of the award are beyond those proposed by the University, the University will have cost offsets in the future by virtue of the new hire salary guide and a modified sick leave benefit consistent with its other labor agreements.

The terms of this award will further the continuity and stability of employment of the University's police officers. The University has not had difficulty attracting new hires nor should it have any such difficulty with the new hire salary guide. That guide retains the identical salary maximums which have increased for existing police officers. All police officers, including superior officers, will receive additional compensation after 20 years of service which is consistent with the objective of retaining police officers.

Comparability evidence has been reviewed and considered. The Unions and the University sharply disagree on which comparability data is relevant and should be given the most weight. There is no single piece of evidence on this factor which compels a specific conclusion. Relevant comparisons must include consideration of other Agreements, voluntary settlements and interest arbitration awards involving municipal police departments, other law enforcement units at public institutions of higher learning and those involving the State of New Jersey,

non-law enforcement units generally and specifically those at Rutgers and private sector wage data.

Municipal law enforcement data cannot focus on any one county or any one municipality and must take into consideration those departments in the three counties where bargaining unit employees are employed. Forty percent of the bargaining unit is employed outside of Middlesex County and relevant data cannot be confined solely to Middlesex County. The percentage increases awarded herein, and the total net annual economic changes, fall above the average of voluntary settlements and interest arbitration awards reflected by the record. This result is required by the need to promote continuity and stability of employment, and to maintain and/or enhance the salary levels of more experienced police officers, but is allowed and supported by cost savings relating to the new hire salary guide and the differentiated percentage increases for the lower steps of the police officer salary guide which compare more favorably than the higher steps. The terms of the non-law enforcement agreements at Rutgers ranging between 13% and 13.5% are also relevant and do not support the proposals advanced by the Unions. They do not, however, compel an award at these identical levels because of the unique issue present which require assessments of labor market considerations involving law enforcement. The terms of the award are also consistent with the private sector data setting forth average annual wage increases for jobs covered by unemployment insurance by County. This data, compiled by the New Jersey Department of Labor, reflects

that the terms of the award are above average increases in Camden and Essex County but below Middlesex County.

I have considered the existing benefits received by unit employees in fashioning the terms of this award. These benefits are comprehensive and have not been substantially altered. Modest increases in meal allowance and uniform maintenance have been awarded while the sick leave benefit for new police officers has been modified to conform to the benefit level set for other employees of Rutgers.

Throughout my analysis I have considered the interests and welfare of the public. Those interests are consistent with the terms of this award which adjust salaries at levels designed to attract police officers and maintain them, to reward unit employees with increases at or better than state averages while also providing future cost savings to the University.

Accordingly, I respectfully enter the terms of this Award.

### **AWARD**

1. There shall be a four year agreement effective July 1, 1999 through June 30, 2003. All proposals by Rutgers and FOP-P and FOP-S 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. **MEAL ALLOWANCE**

Effective January 1, 2002 the meal allowance for both units shall be increased to \$7.75.

3. **UNIFORM MAINTENANCE ALLOWANCE**

The uniform maintenance allowance and detective non-uniform maintenance allowance shall be increased by \$50 effective July 1, 2001 and by an additional \$50 effective July 1, 2002.

4. **REPRESENTATION FEES IN LIEU OF DUES**

An agency shop, or a representation fees in lieu of dues provision shall be added to the FOP-P and FOP-S units effective January 1, 2002. The Unions shall submit a proposed provision, consistent with law, within 30 days of this award.

5. **SICK LEAVE**

The amount of sick leave for police officers hired after the date of this award shall be set at 12 sick days per year earned at the rate of one sick day per month.

6. **SALARY**

The salary schedules currently in existence shall be carried forward with across-the-board increases, retroactive to their effective dates as follows:

**FOP-P**

Effective 7/1/99	3.75%
Effective 7/1/00	3.0% Steps 1-6 4.0% Steps 7 & 8
Effective 7/1/01	3.0% Steps 1-6 4.0% Steps 7 & 8
Effective 7/1/02	3.0% Steps 1-6 4.0% Steps 7 & 8

**FOP-S**

Effective 7/1/99	3.75%
Effective 7/1/00	4.0%
Effective 7/1/01	4.0%
Effective 7/1/02	4.0%

New salary schedules shall be as follows:

**FOP-P  
Police Officer Salary Guide**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Sr Step</b>
<b>99-00</b> 3.75%	39,249	40,817	42,388	43,954	45,524	47,093	48,663	50,231
<b>00-01</b> 3.0% 1-6 4.0% 7-8	40,426	42,041	43,659	45,272	46,889	48,505	50,609	52,240
<b>01-02</b> 3.0% 1-6 4.0% 7-8	41,638	43,302	44,968	46,630	48,295	49,960	52,634	54,330
<b>02-03</b> 3.0% 1-6 4.0% 7-8	42,887	44,601	46,318	48,028	49,743	51,459	54,871	56,639

**FOP-P  
Senior Police Officer Salary Guide**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Sr Step</b>
<b>99-00</b> 3.75%	41,211	43,272	44,506	46,152	47,799	49,448	50,978	52,743
<b>00-01</b> 4.0%	42,860	45,002	46,286	47,998	49,711	51,426	53,017	54,853
<b>01-02</b> 4.0%	44,574	46,803	48,138	49,918	51,700	53,483	55,138	57,047
<b>02-03</b> 4.0%	46,468	48,792	50,184	52,039	53,897	55,756	57,481	59,471

**FOP-S  
Sergeant & Detective Salary Guide**

<b>Range 22</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Sr Step</b>
<b>99-00</b> 3.75%	39,960	41,977	43,999	46,017	48,036	50,058	52,073	54,094	55,175
<b>00-01</b> 4.0%	41,558	43,656	45,759	47,857	49,957	52,060	54,156	56,257	57,382
<b>01-02</b> 4.0%	43,221	45,402	47,589	49,772	51,956	54,143	56,322	58,508	59,677
<b>02-03</b> 4.0%	44,949	47,218	49,492	51,762	54,034	56,308	58,574	60,848	62,064



**FOP-S  
Senior Sergeant & Detective Salary Guide**

Range 23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Sr Step
99-00 3.75%	41,959	44,077	46,199	48,318	50,438	52,559	54,677	56,798	57,932
00-01 4.0%	43,637	45,840	48,047	50,250	52,455	54,662	58,864	59,070	60,250
01-02 4.0%	45,382	47,673	49,969	52,260	54,553	56,848	59,138	61,433	62,600
02-03 4.0%	47,197	49,579	51,967	54,350	56,735	59,121	61,503	63,890	65,104

**FOP-S  
Lieutenant Salary Guide**

Range 25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
99-00 3.75%	46,473	47,798	51,110	53,524	55,759	58,079	60,404	62,722	64,042
00-01 4.0%	48,332	50,750	53,154	55,665	57,989	60,402	62,820	65,230	66,604
01-02 4.0%	50,266	52,780	55,280	57,892	60,309	62,818	65,333	67,840	69,268
02-03 4.0%	52,276	54,891	57,491	60,207	62,721	65,330	67,946	70,553	72,038

A new salary schedule shall be implemented for police officers hired after the date of this award.

**New Hire Salary Guide**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Sr Step
01-02	32,000	35,190	38,380	41,570	44,760	47,950	51,140	54,330
02-03	32,000	35,519	39,038	42,557	46,076	49,595	53,114	56,639

**7. SENIOR OFFICER DIFFERENTIAL**

A senior officer differential and senior superior officer differential effective July 1, 2002 shall be set at \$1,200 for police officers and \$1,500 for

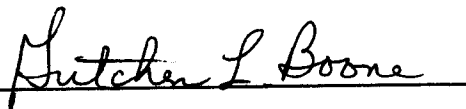
superior officers and shall be paid in equal amounts during each year in each pay period. Eligibility shall be set after achieving 20 years of service with the Rutgers University Police Department. The differentials are not cumulative and the requirements for receipt of the differentials shall be identical to the requirements now present in Article 21, Section 4 of the FOP-P Agreement.

Dated: October 15, 2001  
Sea Girt, New Jersey

  
James W. Mastriani

State of New Jersey        }  
County of Monmouth       }ss:

On this 15<sup>th</sup> day of October, 2001, 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 8/13/2003**