

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of Arbitration Between:

TOWNSHIP OF SPRINGFIELD

"Employer,"

- and -

**SPRINGFIELD FMBA LOCAL 57 (Firefighters)
& LOCAL 57A (Fire Officers)**

"Unions."

Docket Nos. IA-2001-57 & IA-2001-58

**INTEREST ARBITRATION
DECISION AND
AWARD**

**Before
James W. Mastriani
Arbitrator**

Appearances:

For the Township:

Mark S. Ruderman, Esq.
Ruderman & Glickman, PC

For the FMBA:

David I. Fox, Esq.
Gregory A. Busch, Esq.
Fox & Fox LLP

The Township of Springfield [the "Township"] and the Springfield FMBA Local 57 are parties to a collective negotiations agreement covering rank and file firefighters. The Township of Springfield [the "Township"] and the Springfield FMBA Local 57A are parties to a collective negotiations agreement covering all fire officers excluding the Fire Chief. These Agreements extended through December 31, 2000. Reference to the FMBA in this decision shall include both units. An impasse developed between the Township and the FMBA resulting in the submission of the disputes to interest arbitration pursuant to the rules of the New Jersey Public Relations Employment Commission. In accordance with the rules of PERC, I was designated to serve as interest arbitrator. In addition, an impasse between the Township of Springfield and PBA Local 76 and PBA Local 76A (Docket No. IA-2001-54) resulted in my designation as interest arbitrator for each of these units. All parties in the interest of economy agreed to a consolidated hearing process for all the aforementioned units to facilitate the production of evidence common to all units. On December 23, 2003 I issued an interest arbitration award for the PBA units.

Due to the extremely complex issues presented in the negotiations, several pre-interest arbitration mediation sessions were held. These efforts did not produce a voluntary agreement leading to the convening of formal hearings which were held on June 12 and July 22, 2002. A post-interest arbitration mediation session was held on September 5, 2002. Testimony and certifications were offered by all parties. The record remained open for the receipt of

additional exhibits which were received on June 10, 2003. Post-hearing briefs were filed by each party, the last of which was received on July 10, 2003. At that time, the hearing was deemed closed.

As required by statute, the Township and the FMBA submitted the following last offers on the issues in dispute.

FMBA'S FINAL OFFER

Economic

1. **Duration or Term of Contract:** 5 year contract effective January 1, 2001 through December 31, 2005.

2. **Salary Increases:**

4.75% effective January 1, 2001
4.75% effective January 1, 2002
4.75% effective January 1, 2003
5.0% effective January 1, 2004
5.0% effective January 1, 2005

The above salary increases shall be applied to all steps in the firefighter salary guide as set forth in Article V of the CBA.

3. **EMT Stipend:**

The FMBA has proposed a stipend of \$2,000 per annum for 2001, 2002, 2003 plus 4.75% of that amount for 2004 and 2005 for EMT duty to be calculated as part of base pay.

4. **First Responder/EMS Stipend:**

The FMBA has proposed a \$1,000 per annum payment for 2001, 2002, 2003 and \$1,000 plus 4.75% for 2004 and 2005 for the First Responder Stipend, weekdays, to be calculated as part of the base pay.

5. **Fire Instructor Certification:**

The FMBA has proposed a stipend in addition to the First Responder and EMT Certification stipend of \$500 per annum for 2001, 2002 and 2003 and \$500 plus 4.75% for 2004 and 2005 for Fire Instructor Certification to be calculated as part of base pay.

6. **Medical Training Coordinator:**

The FMBA has proposed a stipend in addition to those above of \$2,500 per annum for 2001, 2002 and 2003 and \$2,500 plus 4.75% for 2004 and 2005 for Medical Training Coordinator to be calculated as part of base pay.

7. **Longevity:**

The FMBA proposes longevity as follows: After five (5) years, 2%; after nine (9) years, 4%; after thirteen (13) years, 6%; after seventeen (17) years, 8%; after nineteen (19) years, 10%; after twenty (20) years, 11%; after twenty-one (21) years, 12%; after twenty-two (22) years, 13%; after twenty-three (23) years, 14%; and after twenty-four (24) years and thereafter, 15%.

8. **Compensatory Time:**

To be rolled over and to be paid out at retirement at the rate in effect at the time of retirement.

9. **Perfect Attendance Incentive:**

New Article. 2.5 hours of comp time per quarter.

10. **Contract Reopener:**

Reopener for increase in services.

11. **Vacations:**

Article XII. Banking one (1) week vacation per year up to five (5) weeks.

12. Medical Training Pay:

New Article. The Township shall pay for the initial training for First Responder and EMT Certification.

Non-Economic

13. Vacation:

Article XII, Conversion from Calendar to Working Days

14. Convention Leave:

Deletion of reference to N.J.S.A. 40A: 14-77 from Article III, Convention Leave.

15. 24 Hour Shift Schedule:

Article X, Hours, the FMBA has proposed the implementation of the 24/72 hour shift schedule.

TOWNSHIP'S FINAL OFFER

1. Salaries

2001 – 3%
2002 – 3%
2003 – 3%
2004 – 3%

2. Salaries. Implementation of a salary guide with 8 equal steps with a starting salary of \$24,000.00 frozen through the life of the contract.

3. Insurance. Effective January 1, 2003, any employee who wishes to remain in the traditional indemnity plan shall pay the difference in costs between the indemnity plan and the PPO.

4. Insurance. Change the prescription copay to \$10.00 generic and \$20.00 brand name effective January 1, 2003.

5. Hours. Employees upon request by the Township shall perform ambulance duties.

6. **Leaves of Absence.** Delete the current language in Section 5 – Disability Leave and replace with the following: “employees shall be entitled to up to one year’s paid leave for reasons of illness or disability. Employees after January 1, 2003, shall be entitled to 12 sick days per personnel policy.”
7. **Grievance Procedure.** Change Township Committee to Township Administrator in Step 3 of the grievance procedure.
8. **Longevity.** All employees hired after January 1, 2003 shall not enjoy longevity as provided under the collective bargaining agreement. Effective January 1, 2003 employee’s longevity shall be frozen at existing levels and flat dollar number as per Millburn Memorandum of Agreement.
9. **Add new Article – Fully Bargained Agreement:**
 - A. The Township and the FMBA agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Township or the FMBA during the term of this Agreement unless agreed to in writing between the Township and the FMBA subsequent to the date of execution of this Agreement.
 - B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
 - C. It is the intent of the parties that the provisions of this Agreement ,except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights

or claims which may be asserted. The FMBA, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

- D. This Agreement is separate and distinct from and independent of all other agreements entered into between the FMBA and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.
- E. This Agreement shall be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

The Township and the FMBA have offered testimony and considerable documentary evidence in support of their last offers. Each submission was expert and comprehensive in nature. The entire record of the proceeding must be considered in light of the statutory criteria. I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8) which I find relevant to the resolution of these negotiations. I am also required to indicate which of these factors are deemed relevant along with an analysis of the evidence on each relevant factor, and if one or more factors are deemed irrelevant, I must satisfactorily explain why they are not relevant. 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 AND POSITIONS OF THE PARTIES

The Springfield fire department as of 2000 consisted of 1 Fire Chief, 1 Deputy Chief, 1 Uniformed Administrative Assistant, 1 Fire Official, 1 Fire Inspector, 4 Captains, and 15 Firefighters. The department is engaged in fire suppression, EMS First Response, technical rescue (including hazardous materials incident mitigation), fire prevention and fire investigation. The EMS

provides first response services during the hours of 6:00 a.m. through 6 p.m. The paid department is supplemented by volunteer firefighters.

The Springfield Township fire department protects a resident population of approximately 14,000 and a daytime population of approximately 30,000. There are 4,757 housing units and 484 rental units. In calendar year 2000, the Springfield fire department responded to 1,330 incidents, of which 747 were fire-related and 583 were EMS-related. There were 20 structure fires. The net valuation taxable in 2001 was \$1,077,574,600. The general tax rate per 100 in 2001 was 3.658. The County equalization ratio was \$68.26.

The FMBA proposes an agreement of five years in duration based on its belief that a five year term will promote stability and continuity in labor relations and negotiations. The FMBA points out that even if a five year award issues it will only effectively cover the next two years.

The FMBA's final offer is extensive, consisting of 15 separate proposals which it supports by approximately 200 exhibits. The FMBA supports its last offer with a multitude of arguments. The FMBA contends that the salary increases it received in the last Agreement (3% in 1997, 3.25% in 1998, 3.25% in 1999 and 3.5% in 2000) are substantially lower than the awards and settlements received by other paid departments throughout the State during the same time

period. The FMBA submits a chart reflecting this comparison based upon PERC data for interest arbitration awards and voluntary settlements during this period:

Year	Average Salary Increase in All Awards	Average Salary Increase of Reported Voluntary Settlements	FMBA's Increase
2000	3.64%	3.87%	3.5%
1999	3.69%	3.71%	3.25%
1998	3.87%	3.77%	3.25%
1997	3.63%	3.95%	3%

The FMBA contends that it is not in parity or comparability with the Springfield PBA units on salary and also with other paid departments in Union County. On the issue concerning parity with the PBA, the FMBA asserts that the PBA has a detective position which is compensated at approximately 1.5% above the corporal position and that the maximum for corporal and detective pay in Springfield PBA are significantly greater than the patrolman first class (\$66,572 and \$67,609 vs. \$65,572 as of January 1, 2000) which the FMBA equates to firefighters first class pay and rank. The FMBA asserts that its members work an average of 42 hours per week of 2184 hours per year while the Springfield Patrolmen and Police Superior Officers work an 8-hour schedule and work on an annual basis an average of 37.4 hours a week and 1947 hours per year.

With respect to comparability within Union County, the FMBA contends that the Springfield firefighters maximum pay for 2000 was not only below the Springfield police but also below their primary mutual aid partners in Summit and Union Township. For example, Union's maximum in 2000 was \$66,768

compared to \$63,917 in Springfield. The FMBA believes that these communities are comparable because they are primary mutual aid partners.

The FMBA also contends that the increases proposed by the Township (3% per year) are well below pay increases received by firefighters in most fire departments including Clifton, West Orange, Orange, Newark, Westfield, Ridgewood, Elizabeth and Roselle (3.5% to 4.0% per year).

The FMBA contends that the Township can afford all of its economic proposals without adverse financial impact on the governing body, its residents and taxpayers and without exceeding its statutory spending limitations. The FMBA cites testimony from its financial consultant Thomas Banker:

The amount required to provide for the incremental cost of the differences between the economic offers for the uniformed police and fire personnel employed by the town, based on the information provided, can be estimated at approximately \$60,000 per year for each 1% in dispute. Such an amount can readily be accommodated by the Township without unduly burdening its taxpayers or requiring any significant reduction in the delivery of municipal services. ... Springfield is in both very, very good economic health and in very, very good fiscal health. It is, as I said earlier, certainly in the top ten percent in terms of municipalities within the State of New Jersey in terms of its overall economic well-being. And I think that certainly goes to the question of the criteria in the arbitration statutes as to whether or not Springfield has the ability to pay. I do think Springfield has an ability to pay.

The FMBA has proposed additional increases in the EMT Certification from \$500 to a \$2,000 payment for 2001, 2002 & 2003 plus a 4.75% increase in that amount for 2004 and 2005. The FMBA cites a memorandum from the Township reflecting that EMT Certification is a condition of employment and the employment application advising the applicant that he is subject to training and scheduling as a Fire Inspector and/or Emergency Medical Technician. The FMBA further points out that a requirement for promotion is certified in Advance First Aid, EMT and Basic Life Support. These amounts would be calculated as part of base pay. The FMBA supports its proposal with a chart reflecting higher stipends for EMT certification in other municipalities:

EMT PAYMENT

<u>Municipality</u>	<u>EMT Pay/Stipend</u>
West Orange	2% Stipend added to base pay
New Brunswick	1.25% stipend added to base pay
Teaneck	2% stipend added to base pay
Westfield	\$750*
Roselle	2% stipend added to base pay plus \$1,000 annual stipend added to base pay
Clifton	\$2,700**
Belleville	\$2,650 for both the maintenance of the EMT certification and for firefighters assigned to first line ambulance duty
Elizabeth	\$900
Maplewood	\$1,444
Linden	8% of base pay
Hillside	6% of base pay
Ventnor City	\$1,500
South Orange	\$1,250
Wildwood	\$1,000

N. Wildwood	\$1,000
Bergenfield	\$1,362
Hackensack	\$1,250
Ridgewood	\$3,471

* Effective January 1, 2003

** In addition to the \$1,200 stipend for the maintenance of the EMT Certification, all unit employees certified in EMT and defibrillator assigned to duty or available for that duty shall receive an additional \$1,500 compensation per year

*** Only do backup medical services and do not perform EMS work

The FMBA also proposed a \$1,000 annual payment for First Responder stipend, an increase of \$725 over the current stipend which is \$275. The \$1,000 would be effective for 2001, 2002, 2003 followed by 4.75% increases in 2004 and 2005. These amounts would be calculated as part of base pay. The FMBA cites data reflecting that the number of first responder runs has doubled in recent years. The FMBA cites the submission of Firefighter Frank Fiorelli that the First Responder Certification requires 50 hours of coursework and 25 hours for re-certification. According to Fiorelli:

The Springfield Fire Department began its First Responder Program in 1998. The First Responder Program has almost doubled the workload of the Fire Department. In 1997 the Springfield Fire Department had 780 total runs. In 1998 the Springfield Fire Department had 1136 total runs which for the first time included EMS runs. In 1999, the Springfield Fire Department had 1476 runs which included 606 runs. In 2000, there were 1330 total runs and 583 EMS runs. In 2001 there were 1335 total runs and 589 EMS runs. (See FMBA Exhibit 140).

The First Responder Program requires that an Engine with at least one EMT and another EMT or First Responder is dispatched from 6:00 a.m. through 6:00 p.m., Monday through Friday to all calls to which an ambulance is dispatched. Normally, the Engine

arrives before the volunteer ambulance. As First Responders, we usually stabilize the patient and deliver other medical services until the ambulance arrives. Because most Springfield firefighters are EMTs, we are able to perform certain functions at First Responder calls that firefighters with only the First Responder Certification cannot. For example, EMTs are trained on the hair traction splint, the KED which is an extrication device, nebulizer, epipen, metered dose inhaler and oral nitro. First Responders who are not EMTs cannot use this equipment.

All dispatching for ambulances is performed by the Police Department. Although the police have some degree of emergency training less than the First Responder Certification, whenever a police officer is at a First Responder call, the firefighters usually initiate care.

The training for the First Responder Certification is done at the firehouse during work hours. Training for the EMT Certification is done out of work and on firefighters' own time. Firefighters pay for the courses necessary to maintain the EMT Certification. [FMBA Exhibit 184.]

The FMBA also proposes a new stipend of \$500 per annum for 2001, 2002 and 2003 and \$500 plus 4.75% for 2004 and 2005 for Fire Instructor Certification to be calculated as part of base pay. The FMBA points to N.J.A.C. 5:73-5.5, *Renewal Certification*, which now requires the following Continuing Education Units (CEUs): 1.5 CEUs for Instructor Level 1; 1.5 CEUs for Instructor Level 2; .25 CEUs for Live Burn Instructor; and .25 CEUs for Smokehouse/SCBA Instructor. Each CEU equals ten contact hours. According to the FMBA, "the maintenance of the certification requires 35 hours of contact time over a three (3) year period. This is currently done at the firefighter's own expense and on his own time and requires the use of personal time or vacation days to complete this

training. The Firefighter should be compensated accordingly and because Springfield requires this certification, it should pay for it. The EMT's proposal for a \$500 stipend for the Fire Instructor certification is reasonable and should be awarded."

The FMBA also seeks a new stipend of \$2,500 payment per annum for 2001, 2002 and 2003 and \$2,500 plus 4.75% for 2004 and 2005 for Medical Training Coordinator to be calculated as part of the base pay. The FMBA asserts that this proposal for a \$2,500 annual stipend for Medical Training Coordinator is consistent with the trend throughout the State.

The FMBA has also proposed that a new article be included in the Agreement which provides for medical training pay which would require the Township to pay for the initial training for First Responder and EMT Certification. The FMBA justifies this proposal with the following argument:

The FMBA proposes that the initial training required to become a certified EMT and a certified First Responder shall be at the expense of the Township and the employee shall be granted the time off to attend the necessary classes. The First Responder recertification and training shall be maintained at the expense of the Township and be completed during working hours along with CPR, EMT, and defibrillation certifications. Training for CPR, EMT, and defibrillation certifications and recertifications is completed during working hours. However, the EMT training is done on the firefighters own time and at their own expense.

As set forth in FMBA Exhibit 152, the Township requires that firefighters maintain the EMT and First Responder certification as conditions of employment. All but three (3) of the fifteen (15) firefighters on the department maintain the certifications. The training to maintain and acquire the EMT certification is incurred by the firefighter who has to either use his own time or vacation time to complete the necessary training. The Township requires this training and certification should compensate the firefighters accordingly. The members of the PBA are similarly required to qualify annually for firearms. They are compensated to maintain their firearms.

The FMBA proposes to increase longevity payments. The existing longevity program in Article XXI states:

During the term of this Agreement, every employee covered by this Agreement shall be paid in addition to the raises of pay set forth in Article V herein, a longevity increment based upon years of service within the Springfield Fire Department in accordance with the following schedule to all covered employees hired before January 1, 1997:

5 years ...	2%
9 years ...	4%
13 years ...	6%
17 years ...	8%
19 years ...	10%**

**Note: Any covered employee who as of October 7, 1997 has a longevity increment greater than 10% shall be grand-fathered at their increment on said date.

All covered employees hired after the signing of this Agreement but no later than January 1, 1998 shall be paid in addition to the raises of pay set forth in Article V herein, a longevity increment based upon years of service within the Springfield Fire Department in accordance with the following schedule:

Years of Service	Percentage
5 years	2%
10 years	4%
15 years	6%
20 years and thereafter	8%

The FMBA's proposal to increase longevity and merge the two longevity schedules as follows: After five (5) years, 2%; after nine (9) years, 4%; after thirteen (13) years, 6%; after seventeen (17) years, 8%; after nineteen (19) years, 10%; after twenty (20) years, 11%; after twenty-one (21) years, 12%; after twenty-two (22) years, 13%; after twenty-three (23) years, 14% and after twenty-four (24) years and thereafter, 15%.

The FMBA asserts that its proposal is simply a restoration of an old longevity program which was modified in the last agreement in return for increases in EMT pay and First Responder pay which were allegedly not kept according to the Township's "promise". The FMBA provides a calculation which reflects that the raises agreed to in the last agreement were nullified by the decrease in longevity.

An additional compensation issue proposed by the FMBA is to roll over compensation time to be paid out at retirement at the rate in effect at the time of retirement. This would amend Article IX, Section 10 which states in pertinent part: "All unused compensatory time off shall be accumulated from year to year up to 480 hours and at time of retirement, resignation or other termination of

employment shall be paid at the employee's compensatory time (overtime) rate of pay calculated at time and one-half of the normal hourly rate in effect at the time the Firefighter is called for any overtime as spelled out in Article IX of this Agreement." The FMBA contends that the existing comp time practices create unnecessary overtime and that its proposal will ease the financial burden caused by employees taking their comp time rather than banking it.

The FMBA proposes that a new article be adopted which provides an incentive for perfect attendance. Under this scheme, if an employee goes a full quarter of each year without a sick day, that employee would have 2.5 hours of comp time added to the employee's comp time total.

The FMBA has also proposed a clause which would allow for the agreement to be reopened to negotiate increases if the present level of first responder service is increased and/or an ambulance is assigned or used by the fire department and manned in whole or in part by firefighters. The FMBA expresses the concern that if an ambulance is assigned to the fire department, the First Responder work would increase warranting negotiations over the increase in work load. The FMBA points to a Township's consultant's report (Tri Data Report) issued during August 2001 which reflects several proposals which would increase the scope and intensity of emergency medical service work for the fire department. The reopener would allow for a response by the FMBA to

increased work load if the Township were to adopt the proposals contained in the report.

The FMBA has proposed to amend Article XII – Vacations to allow an employee to bank one (1) unused week of vacation per year up to a total of five weeks until the point of retirement which would allow for the accumulated time to be added to terminal leave.

The FMBA proposes that the reference to N.J.S.A. 40A:14-77 from Article III, Convention Leave be deleted and be replaced with language stating “Leaves of absence shall be paid for a period inclusive of the duration of a convention with a reasonable time allowed for travel to and from the convention. A Certificate of Attendance to the State convention shall upon request, be submitted by the representatives attending.” According to the FMBA, this will not result in a substantive change to the convention leave article and clarify its legality.

An additional proposal by the FMBA is to change the vacation schedule from calendar to working days. This would reduce the number of days in the vacation schedule but not the actual days of vacation. According to the FMBA, “when firefighters take vacations, they are charged five (5) vacation days for a vacation spanning four (4) days of work. this happens because the third day of a 10 and 14 hour schedule (10s and 14s), which is a day off, is also charged as a

vacation day. The change in number of vacation days will eliminate charging employees a vacation day for the day off between 10s and 14s and would not increase or decrease the total number of vacation days available for firefighters." The actual effect of this proposal would be that employees with 0-4 years would be reduced from seventeen (17) to fifteen (15) days; employees with 5-14 years would be reduced from twenty-seven (27) to twenty-three (23) days and employees with 15 years or more shall be reduced from thirty-two (32) to twenty-seven (27) days. The FMBA notes that this proposal would be moot if it is awarded the 24/72 hour work schedule because the need for conversion from calendar to working days stems from the existing 10 and 14 hour schedule.

The final proposal of the FMBA is the adoption and implementation of a 24/72 hour work schedule. The FMBA has submitted substantial evidence and argument in support of this proposal. The FMBA cites many municipal fire departments which have implemented the 24/72 hour work schedule, including Westfield, Rahway, Paterson, Passaic and Nutley. The FMBA also cites recent interest arbitration awards in Clifton and Teaneck which awarded similar proposals. In Teaneck, the awarding of the 24/72 schedule was affirmed on appeal by PERC and the Appellate Division of Superior Court. The FMBA also relies heavily on the recommendations in the aforementioned Tri-Data report which engaged in an extensive analysis of this issue as part of a chapter dealing with Fire-Rescue operations. In pertinent part, the report stated:

The Township has been adamant in its fight against the 24/72 schedule, although the reasoning was not made clear to the TriData staff. Concerns have been raised about fatigue towards the end of a shift. However, with Springfield's call volume, the instances when a shift would be responding to alarms throughout the evening would be infrequent. As an aside, major municipal departments, such as Washington, D.C. and Houston, TX, utilize the 24/72 schedule. TriData has studied both those fire departments in depth and did not find any operational concerns in either department stemming specifically from the shift schedule. No scientific data exists that shows a higher injury rate under either shift (which may indicate fatigue).

With the current 10/14 schedule, when an alarm is received around the time of shift change, overtime can be generated when the off going shift is mitigating an incident that extends beyond the time the shift ends. With the 10/14 shift, the opportunity for this type of overtime exists twice, at 0800 and again at 1800. With the 24/72 shift, holdover overtime can only be generated once. Figure 6 shows the dollar amount holdover overtime generated by the SFD from 1996 to 2000.

Figure 3, on page 5, shows approximately the same number of calls in the 0700 and 0800 brackets as in the 1700 and 1800 brackets. Data are not available that break down the holdover overtime by time of day, making it difficult to predict how much the annual holdover overtime expenditures would decrease with only one daily shift change. All things considered, however, the \$7,800 of holdover overtime generated in 2000 was only four percent of the entire overtime budget. Changing from a 10/14 schedule to a 24/72 schedule will likely result in decreased holdover overtime, but the amount is not significant enough to itself support changing SFD work schedule. However, personnel morale could be improved dramatically by changing the shift schedule, making it worth considering.

The report went on to make the following recommendation:

Recommendation: The SFD should implement, on a trial basis, a 24/72 shift schedule for at least one to two years. After doing extensive research on the shift schedule utilized by fire departments, we do not believe there are concrete reasons to recommend a 10/14 shift over a 24/72 or vice-versa. However, based on the premise that there are no major cost differences between the two schedules, Springfield should implement the 24/72 schedule if it will help keep personnel loyal and dedicated to the SFD. Conceding to the union may result in a much needed morale boost.

The FMBA has submitted voluminous data in support of its proposals and also in support of rejection of the Township's proposals. This data is intertwined with argument linking the evidence with each of the statutory criteria. I will not summarize the FMBA's positions on these issues in detail but will consider each point raised by the PBA in support of its position in my analysis of the merits of each proposal.

The Township opposes the FMBA's proposal to adopt the 24/72 hour work schedule. The Township cites opposition to the change by both the Township committee and the Fire Chief. Chief among the Township's concerns are health and safety, lack of availability of volunteer firefighters to cover for call backs and training.

The Township contends that the 24/72 hour work schedule negatively impacts upon training because it precludes training on consecutive days. Further, firefighters report for duty on much fewer days lessening the opportunity

for training. The proposed schedule is also alleged to interfere with the conduct of night training. The proposed schedule is also alleged to interfere with productivity because of the difficulty of maintaining attention for the duration of the 24 hour tour. The Township further alleges that firefighters may lose interest in their work because they may report for duty only between 77 to 83 days per year which could cause firefighting work to become secondary employment to other jobs. The Township also argues that more sick time will ensue under the proposed schedule because a firefighter would miss an entire 24 hour tour rather than a 10 hour tour or a 14 hour tour. This, in turn, could cause additional overtime if a firefighter is recalled to cover for the sick employee. An additional concern is the potential for fatigue by exposing the firefighter to multiple working fires during a single 24 hour shift. This could undermine the goals of providing for fire safety. The Township also expresses a concern over mutual aid and recall which is alleged to suffer under the proposed schedule. This concern rests upon a fear that the proposed schedule will enable firefighters to live far away from the Township making it more difficult to respond to emergencies. For these principle reasons, the Township urges rejection of the FMBA's work schedule proposal.

Based upon all of the above, the FMBA asserts that its last offer on all issues are reasonable, justifiable and should be awarded in its totality.

The Township submits that its salary proposal is reasonable and should be awarded. The Township contends that Springfield provides its firefighters with wages and benefits that significantly exceed the wages and benefits nearby comparable communities provide to their firefighters. The Township contends that Springfield, at \$63,917 in 2000 provided the second highest maximum firefighter salary in Union County, second only to Union Township. The Township offers a chart reflecting that Springfield's maximum firefighter salary in 2000 exceeded the Union County average of \$59,048 by \$4,832 or 8.81%.

Rank	Municipality	2000 Maximum Salary
1	Union	\$66,768.00
2	Springfield	\$63,917.00
3	Summit	\$61,467.00
4	Elizabeth	\$58,370.79
5	Rahway	\$57,047.00
6	Plainfield	\$57,019.00
7	Hillside	\$54,848.00
8	Roselle	\$53,240.00
	Average	\$59,084.60
	Deviation	\$4,832.40

The Township also contends that its proposal (3% per year) is more closely aligned with increases realized in Union County municipalities when compared to the proposal of the FMBA (4.75% for each of three years and 5% for each of 2 years). Pointing to its document submission, the Township calculates County averages of 3.51% in 2001, 3.67% in 2002 and 3.55% in 2003.

The Township also contends, based upon its document submission that firefighters salaries in the Township rank high in comparison with many of the comparables which the FMBA selected outside of Union County:

**FIREFIGHTER CONTRACT COMPARISON
MAXIMUM SALARY
2000**

	Municipality	Salary
1	Springfield	\$63,917.00
2	Paterson	\$62,989.00
3	Jersey City	\$62,103.00
4	New Brunswick	\$62,091.00
5	Summit	\$61,467.00
6	Morristown	\$60,410.00
7	Clifton	\$59,940.00
8	Millburn	\$58,929.00
9	Elizabeth	\$57,735.00
10	Passaic	\$57,361.00
11	Rahway	\$57,047.00
12	Plainfield	\$57,019.00
13	Belleville	\$55,988.00
14	Union City	\$55,957.38
15	West Orange	\$55,920.00
16	Hillside	\$54,848.00
17	Borough of Roselle	\$53,240.00
18	Bayonne	\$51,820.00
	AVERAGE	\$58,260.63

The Township urges rejection of the FMBA's salary proposals alleging that they are excessive in cost and would adversely impact on the financial posture of the Township and its residents. According to the Township, the FMBA's salary proposals would increase a firefighters salary from \$63,917 to \$77,137 over a

four year period yielding a compounded increase of over 20% over the four years.

The Township also rejects the FMBA's demand for higher than average increases based upon relative salary levels with police officers in Springfield and alleged "pier parody" or comparability among police and fire employees elsewhere. The Township points to the fact that the FMBA and the PBA have received the same percentage increase since 1997 and that the FMBA's own exhibits reflect that many municipal police departments, including West Orange, Roselle and Union City, have higher salaries. The Township submits its own chart reflecting these differences:

**FIREFIGHTER AND POLICE CONTRACT COMPARISON
MAXIMUM SALARY
2000**

	Municipality	Firefighter	Police	Difference
1	Springfield	\$63,917.00	\$65,572.00	-1655
2	Paterson	\$62,898.00	\$62,012.00	886
3	Jersey City	\$62,103.00	\$62,063.00	40
4	New Brunswick	\$62,091.00	\$62,970.00	-879
5	Morristown	\$60,410.00	\$60,665.00	-225
6	Clifton	\$59,940.97	\$67,699.00	-7758.03
7	Millburn	\$58,929.00	\$58,929.00	0
8	Elizabeth	\$57,735.00	\$57,735.00	0
9	Passaic	\$57,361.00	\$62,081.00	-4720
10	Rahway	\$57,047.00	\$60,223.00	-3176
11	Plainfield	\$57,019.00	\$60,273.00	-254
12	Belleville	\$55,988.00	\$56,801.00	-813
13	Union City	\$55,957.38	\$60,767.00	-4809.62
14	West Orange	\$55,920.00	\$60,309.00	-4389

15 Hillside	\$54,848.00	\$56,548.00	-1700
16 Borough of Roselle	\$53,240.00	\$58,626.00	-5386
17 Bayonne	\$51,820.00	\$51,820.00	0
AVERAGE	\$58,072.02	\$60,123.12	-2051.10

The Township also submits a salary proposal establishing three additional salary steps on the salary guide with a starting salary of \$24,000, health insurance modifications, leaves of absence modification, Fully Bargained Agreement language and changes to the existing longevity article. The arguments and evidence submitted in support of these proposals have been set forth in an award issued on September 2003 between the Township and the FMBA and are incorporated by reference herein.

The Township seeks a change in Article XVII, Grievance Procedure changing the Step 3 appeal to the Township Administrator from the Township Committee. According to the Township, this will ensure that grievances will move steadily through the grievance procedure.

The Township has proposed to add language to Article X, Hours which would reflect that "employees upon request by the Township shall perform ambulance duties."

In addition to the across-the-board percentage increases, the Township also cites the cost of increments as a firefighter moves through the salary schedule. These costs are computed to be an additional \$25,926 in 2001

yielding an additional 2.1%, an additional \$36,123 in 2002 yielding an additional 2.89%, an additional \$17,580 in 2003 yielding an additional 1.37%, an additional \$12,230 in 2004 yielding an additional 0.94%.

The Township also opposes the FMBA's proposals for increases in stipends for firefighters who hold certain certifications including the EMT Certification and the First Responder Certification. The Township also opposes the FMBA's proposal for new stipends for Fire Instructor Certification, Medical Training Coordinator and "First Responder/EMS, 24/7". The Township calculates these stipend costs at a total of \$114,102 over four years. The Township breaks these costs down to an additional 2.27% in 2001 over the costs in 2000. According to the Township:

The total cost of \$114,102 dramatically underestimates the true cost of the FMBA/FOA's stipend proposal. First, these calculations include only certifications/positions already held because future designations are speculative. Filling new designations will increase costs. Second, these calculations do not include the additional costs that result when the stipends are included in base pay for the purposes of calculating longevity. Moreover, these calculations also do not include the additional costs that result by including the stipends in base pay when determining increases effective January 1, 2004.

The Township has submitted voluminous data in support of its proposals and also in support of rejection of the FMBA's proposals. This data is intertwined with argument linking the evidence with each of the statutory criteria. I will not

summarize the Township's positions on these issues in detail but will consider each point raised by the Township in support of its position in my analysis of the merits of each proposal.

Based upon all of the above, the Township asserts that its last offer on all issues are reasonable, justifiable and should be awarded in its totality.

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 Township and the FMBA have expertly articulated their positions on the issues and have submitted evidence and argument on each statutory criterion to support their respective positions. The evidence and arguments have been carefully reviewed, considered and weighed.

Initially, I conclude that there should be an agreement with a four year duration. The FMBA correctly points out that this will only provide one full additional year subsequent to the issuance of this award. I have considered this argument but an agreement beyond a four year duration would be not warranted for the following reasons. The first is that negotiations for the next agreement should not be encumbered by the work schedule issue which was a factor in prolonging this round of negotiations. In addition, the fire department appears to

be in a state of transition. The TriData Report reflects that many important issues need to be addressed in the future including staffing and the role of the fire department in providing emergency medical services. The FMBA has, in fact, recognized this by proposing a five-year agreement containing a reopener in the event that increased demands are placed upon the Township's firefighters. I conclude that the concerns raised by the FMBA which were confirmed in the TriData Report can more properly be addressed by negotiating a new agreement which would commence on January 1, 2005 rather than extending this agreement through December 31, 2005.

I first address the FMBA's work schedule proposal. The record on this disputed issue is extensive. The reasons in support of and against this proposal have already been summarized in detail. The FMBA has advanced this proposal for many years without success and the Township has vigorously opposed the adoption of the proposed work schedule.

Notwithstanding the Township's well articulated opposition, I conclude that the 24/72 hour work schedule should be implemented on or about January 1, 2004 or as soon after it is operationally feasible to do so. I base this conclusion on the following reasons. The FMBA has submitted substantial evidence reflecting that this work schedule is now in operation in most paid fire departments in New Jersey and that there has been a trend towards adopting this schedule in recent years. In particular, the adjacent community of Westfield

has adopted this schedule and it has recently been awarded in the municipalities of Clifton and Teaneck. Many of the concerns articulated by the Township are present in Clifton and Teaneck but were found insufficient to reverse the reasoning set forth in those awards. In addition, the Appellate Division of the Superior Court reviewed the awarding of the schedule in Teaneck and affirmed the awarding of the schedule. These results do not necessarily serve as precedent dictating the same result in this proceeding but the evidence, when examined independently as it relates to Springfield, does support the awarding of the schedule here.

Substantial weight must be given to the Township's consultant which reviewed this specific issue in the context of the overall operations of the department. The consultant recommended the implementation of the proposed 24/72 hour work schedule after careful review of costs and staffing concerns. The consultant recommended its adoption on a trial basis and I am convinced, based upon the record developed in this proceeding, that the FMBA's proposal and recommendation of the consultant have merit and should be adopted by the parties. The concerns raised by the Township can be reviewed and assessed in the context of the actual operation of this schedule. Those who work the new schedule must have appropriate adjustments made in paid time off intended solely to adjust the amount of paid time off to the new schedule. Such time shall not increase or decrease and shall be set by an hour to hour conversion. For this reason, I recommend implementation on a trial basis with identical standards of

review as set forth in the PBA award issued on December 23, 2003. The contract year 2004 will provide a full year of experience which will allow the parties to evaluate the work schedule change for the purposes of the future.

Accordingly, I award:

Effective on or about January 1, 2004 or as soon after as is operationally feasible, the Township shall commence a 24 hours on followed by 72 hours off work schedule for both the FMBA and FOA units. The operational details of the 24/72 hour work schedule shall be developed by the FMBA and designees of the Township. The 24/72 hour work schedule shall be implemented on a trial basis for the last year of this Agreement. If either party desires to revert to the current work schedule at the end of the calendar year, it shall serve written notice of its intention to do so on the other party at least sixty (60) days prior to the end of the year. If the party receiving notice objects to the notice, it shall so notify the other and the parties agree to meet and confer in an effort to resolve any disputes concerning the schedule. If the parties are unable to reach agreement, either party shall have the right to submit the dispute to expedited binding arbitration to an arbitrator mutually designated by the parties or if they are unable to agree upon an arbitrator, the parties shall select another arbitrator in accordance with the grievance arbitration procedures of the Public Employment Relations Commission. The FMBA and the Township direct the arbitrator to consider the impact of the change to a 24/72 hour work schedule from the prior schedule, including but not limited to the employee morale, productivity, staffing, training, manpower coverage and the like. The arbitrator's decision shall be final and binding on the parties. If neither parties elects to exercise its rights under this section at the end of this Agreement, the 24/72 hour work schedule shall become the permanent work schedule. There shall be a conversion of paid time off on an hour by hour basis.

Because I have awarded the FMBA's proposal on work schedule, the FMBA's proposal to convert vacation from calendar to working days in Article XII is moot and thus denied.

I next turn to the issue of across-the-board salary increases. This issue must be considered both independently and in the context of the several additional proposals of the FMBA seeking to increase stipends or add new stipends.

Neither party has justified the awarding of its last offer on salary. The Township and the FMBA have each advanced reasons why the salary awarded should be as high as 4.75% or as low as 3.0%. Neither proposal has merit. The bulk of the credible evidence on this issue reflects that an award representing an average of 3.775% is compatible with the mean and median increases within the County and is identical to what has been awarded to the PBA's units. I place the most substantial weight on these considerations. I award increases of 3.5% effective January 1, 2001, 3.7% effective January 1, 2002, 3.9% effective January 1, 2003 and 4.0% effective January 1, 2004.

I have given careful consideration to the FMBA's argument that the base salary for its unit members falls slightly below that enjoyed by the PBA. This argument is not frivolous and does merit serious consideration. However, the voluntary four year agreement which expired prior to the effective date of this Agreement provided for identical increases with the PBA and a continuation of that result is warranted in this proceeding. This conclusion is not intended to fix a permanent differential between the FMBA and the PBA and the FMBA can renew this argument in the next round of negotiations. Consideration must also be

given to the fact that a new work schedule has been awarded which historically has been opposed by the Township. Further, if any portion of the FMBA's demands for stipend increases and new stipends primarily related to EMS and/or its demand that these stipends be incorporated into base salary for all calculation purposes were awarded, this would serve to augment the net economic changes yielded by the terms of this award.

As also noted in the companion proceeding in the PBA unit, the Township's proposal is insufficient and would erode Springfield's standing within the County. The FMBA's proposal is far in excess of the changes in salary which have occurred in Union County among paid fire departments. The terms of the Award will maintain the fire department's relative standing within paid fire departments in Union County. The Township can accommodate the cost impact of these salary terms without adverse financial impact. The financial documents (municipal budgets, annual financial statements, and independent audits) in the record as well as the testimony of Banker support my conclusion. The Township's equalized total tax rate between 1997 and 2001 increased by only 2.63% while the total equalized valuation increased by 12.24%. The Township has consistently regenerated surplus and remains in a strong cash position. The Township has a high tax collection rate of about 98.75% and the Township has a delinquent collection rate of approximately 99%. The Township also has engaged in good control over its expenditures. In recent years, the Township has averaged about \$720,000 in unspent appropriations. In short, the Township

can assume the cost obligations of the salary aspects of the award without adverse financial impact. There is also no evidence that the cost impacts of this award would compel the Township to exceed its lawful spending limitations.

The interests and welfare of the public are relevant and entitled to substantial weight because the public is also a party affected by the terms of an award. The public is entitled to a careful balance being struck between the affordability of new terms and providing reasonable and sufficient rewards for these law enforcement personnel whose duties directly and intimately protect the public's health, safety and welfare. The cost of living is a relevant consideration but is not entitled to as much weight as I have given to financial impact, comparability and the interests and welfare of the public. This is so because the record reflects that the cost of living has not been a controlling factor in setting terms and conditions of employment within the Township although it has, as here, provided an influence on determining the net economic terms of each contract. These terms far exceed the increases in the cost of living but are less than what has been proposed by the FMBA. The continuity and stability of employment is also a relevant factor because the terms of an award should not interfere or detract from the Township's ability to recruit new firefighting personnel or maintain existing personnel on its payroll. The awarding of the 24/72 hour work schedule will have a positive impact on the morale of the work force and further the continuity and stability of employment in Springfield Township.

Another relevant factor, although accompanied by more general phraseology than the others, concerns factors which are ordinarily or traditionally considered in the determination of wages, hours and conditions of employment through collective negotiations. This factor is sensitive to the give and take of the bargaining process and the need for flexibility when striving towards finality on issues where there are conflicting interests such as here with respect to the issues of salary, work schedule and longevity. Many of the labor agreements submitted into evidence for comparison purposes reflect the adoption of these principles by parties who have sought accommodation when confronted by issues which have been drawn in sharp contrast to one another.

The Township has also proposed that a new salary guide be implemented with eight equal steps with a starting probationary salary of \$24,000 frozen through the life of the contract. The two additional steps sought by the Township are not warranted but one additional step on the salary guide will provide the Township with cost savings for new hires for each of several years prior to the new hire reaching the salary maximum. The one additional step is also warranted given the increase in salary for the First Class firefighter from \$63,917 to \$74,128 over the four year period. This will maintain an attractive salary schedule despite the adding of one additional step. Thus I award a salary guide with one additional step with equal salary increments for employees hired on January 1, 2004 or thereafter. I also note that the existing probationary level

salary is \$26,000 and the Township's proposal for a \$24,000 probationary step is not justified. The probationary level salary shall be adjusted for 2001, 2002 & 2003 but will remain frozen for 2004 at a rate of \$28,993.

As a result of the increases awarded, the new salary schedules shall read as follows:

	2001 3.5%	2002 3.7%	2003 3.9%	2004 4.0%
Captain	\$83,713	\$86,811	\$90,196	\$93,804
First Class	\$66,154	\$68,601	\$71,277	\$74,128
Second Class	\$64,297	\$66,676	\$69,276	\$72,047
Third Class	\$60,600	\$62,842	\$65,293	\$67,905
Fourth Class	\$51,655	\$53,567	\$55,656	\$57,882
Fifth Class	\$42,711	\$44,291	\$46,019	\$47,859
Probationary	\$26,910	\$27,905	\$28,993	\$30,153

**Salary Schedule for Employees Hired
Effective January 1, 2004**

	2004
Captain	\$93,804
First Class	\$74,128
Second Class	\$66,605
Third Class	\$59,081
Fourth Class	\$51,559
Fifth Class	\$44,037
Sixth Class	\$36,515
Probationary	\$28,993

I next address the Township's proposals on insurance. There are many components to the Township's position on this issue. The Township has proposed replacing Article XI, Section 4 with language stating that "employees shall be entitled to up to one year's paid leave for reasons of illness or disability." The language the Township has proposed to be deleted in Section 4 reads:

The existing disability plan which pays the employees up to six (6) months full pay, then up to five (5) years, 80% pay shall remain in effect until a new policy is obtained pursuant to the Arbitration Award. Upon obtaining a new disability policy at no premium cost to the employee the Town shall pay employees 100% of their compensation for eighteen (18) months during which time the Township pays full pension benefits and the employee is retained on all other benefits covered under this Agreement for himself and his/her family.

Despite the FMBA's opposition to the Township's proposal, I conclude that the Township has met its burden on this issue because it has established that the language in Section 4 which requires the Township to pay 100% of compensation for eighteen (18) months more than likely violates N.J.S.A. 40A:14-137. N.J.S.A. 40A:14-137 permits a municipality to grant a paid leave of absence not exceeding one year and therefore places a one year cap on disability leave benefits. Even assuming that the existing clause does not conflict with the statute, the benefit contained in the existing provision so deviates from the norm when compared to the many contracts in evidence that the Township is justified in modifying the clause pursuant to its proposal. The Township's proposal to provide up to one year's paid leave for reasons of illness or disability

is awarded. I do not award the other portion of this proposal which would require that employees hired after January 1, 2003 be entitled to 12 sick days as per the Township's personnel policy. The Township and the FMBA have negotiated separate sick leave benefits and the Township has provided insufficient justification to change this benefit by linking it to the Township's personnel policy for non-public safety personnel.

The Township has proposed that it have the right to change insurance carriers or self-insure so long as substantially similar benefits are provided. I do not award this proposal. This proposed standard, in the absence of a direct comparison to a different health insurance plan, has the potential to erode the existing level of benefits if and when the Township were to change its health insurance plan. The Township could revisit this proposal upon proposing the adoption of this standard in connection with an alternative health insurance plan in the future. In the meantime, the identity of the insurance carrier in Section 1 shall be carried forward.

Another component of the Township's insurance proposal is to change the prescription insurance co-pay from \$2.00 for generic and brand name drugs to \$10.00 for generic drugs and \$20.00 for brand name drugs effective January 1, 2003. The record reflects that the cost of prescription insurance is substantially increasing in that the amounts of co-pay currently provided are low in comparison with most law enforcement agreements. However, given the current level of co-

pay, the Township's proposal for increases are excessive during one contract term. I award an adjustment to the prescription insurance co-pay from \$2.00 for generic and brand name drugs to \$5.00 for generic drugs and \$10.00 for brand name drugs effective no earlier than January 1, 2004.

The Township has proposed that any employee who wishes to remain in the traditional indemnity plan shall pay the difference in costs between the indemnity plan and the PPO. In support of this proposal, the Township cites cost savings because under the existing plans, the traditional indemnity plan costs \$100 more per month for the PPO family coverage, \$85 more for husband/wife coverage, \$57 more for parent/child coverage and \$39 more for single coverage. The Township estimates that its proposal will save the Township a considerable sum of money. The Township also cites certain municipalities which have provided an HMO or PPO as a base plan requiring employees to pay the difference to upgrade to an indemnity plan. The concept underlying the Township's proposal is not unreasonable. However, in light of the fact that a substantial number of unit employees are currently subscribing to the traditional indemnity plan, the cost savings which would accrue to the Township stemming from employee contributions and the amount of those contributions must be considered within the overall net economic changes of the terms of the award as a whole. When viewed in this context, the amount of the contributions are not reasonable. I do not award this proposal. The Township may revisit this issue during negotiations for the next agreement.

I next turn to the issue of longevity. Longevity has been a complex and controversial issue between the Township and the FMBA. On October 7, 1997, the longevity article was modified to provide a new longevity schedule for employees hired after that date but no later than January 1, 1998. In addition, longevity was capped at 10% for employees hired prior to that date with 19 years of service. The steps above 10% were eliminated although employees who had a longevity increment greater than 10% as of October 7, 1997 were grandfathered. The PBA now proposes to alter the existing longevity schedules with a new one which would provide a new schedule for all employees which would cap out at 15% after 24 years. The Township opposes this proposal and instead proposes that all employees hired after January 1, 2003 shall not enjoy longevity as provided under the collective bargaining agreement and, effective January 1, 2003, the Township seeks to freeze employees' longevity at the existing levels and by a flat dollar number.

The FMBA's proposal would adopt additional plateaus at greater percentages. Of particular note is the fact that on October 7, 1997 longevity plateaus were reduced to 19 years at 10% although a grandfather provision was included for those who had achieved more than 10%. Normally, I would place substantial weight on the prior changes and not disturb what currently is in place. But the Township has also proposed changes stemming from various agreements among Union County municipalities who have reduced or eliminated

longevity for new hires including most recently, by recommendation, of an arbitrator in the nearby Township of Millburn. When the proposals of the FMBA and the Township are viewed along side of one another, along with the evidence in support of these proposals, I conclude that there is merit in the restoration of some longevity benefits lost in 1997 for the then existing employees coupled with a provision providing no longevity for new hires. This result is both reasonable and appropriate based upon the submissions of each party. The reinstatement of a 12% step at the 24 year plateau for employees employed as of October 7, 1997 will parallel the maximum percentage step which exists in Hillside, Rahway and Union. No Union County municipality has a greater percentage. In addition, the absence of longevity for new hires would provide a parallel to New Providence, Rochelle Park, Westfield, Cranford and most recently the Township of Millburn. I award these changes to the existing longevity articles. The remaining aspects of the longevity proposals of the FMBA and the Township are not awarded. The remaining portions of the existing longevity articles shall be carried forward without change.

The Township has also proposed the addition of a new article entitled Fully Bargained Agreement. The Township argues that the adoption of its multifaceted proposal is intended to explicitly resolve all present and anticipated contract issues during negotiations and thus promote stability by minimizing or eliminating contract interpretation disputes or demands for negotiations during contract terms in the future. The Township's proposal could theoretically effect

some future interpretation of the Agreement but it has not been shown that the absence of the proposed language has created conflict, led to unnecessary litigation or eroded the existing rights of either party in any material way. For these reasons, the Township's proposal is not awarded.

The Township has proposed to change its named designee in Step 3 of the grievance procedure from the Township Committee to the Township Administrator. I award this change with the following modification. The Township's named designee in Step 3 of the grievance procedure shall read: "The Township may delegate its authority in Step 3 of the grievance procedure to the Township Administrator at its sole discretion. In the event that it chooses to do so, it shall notify the FMBA in writing."

I next examine the various FMBA proposals to increase stipends, add new stipends and to consider the value of all stipends as base salary. These include the following:

Increase EMT Certification Stipend from \$500 to \$2,000 in base pay for 2001 through 2003 plus 4.75% a year for 2004 and 2005 to be included in base pay;

Increase First Responder/EMS Stipend from \$275 to \$1,000 in base pay for 2001 through 2003 plus 4.75% a year for 2004 and 2005 to be included in base pay;

First Responder/EMS stipend limited only to 24/7 critical care of \$1,500 in base pay for 2001 through 2003 plus 4.75% a year for 2004 and 2005 to be included in base pay;

Fire Instructor certification stipend of \$500 for 2001 through 2003 plus 4.75% a year for 2004 and 2005 to be included in base pay;

Medical Instructor Coordinator stipend of \$2,500 for 2001 through 2003 plus 4.75% a year for 2004 and 2005 to be included in base pay;

The functions performed and training/certification requirements relating to EMS are well documented in the record. The Township and the FMBA have devoted an extensive portion of their documents and arguments towards these proposals. In addition, the TriData Report has been submitted into evidence and this report contains many findings and conclusions concerning the EMS role of the fire department and firefighters, particularly in Section 6 of the Report.

The FMBA has clearly met its burden supporting increases in the existing stipends which are paid for EMT Certification and First Responder/EMS. These stipends are currently \$500 and \$275 per annum, respectively. There is no dispute that firefighters and Captains are active in performing EMS services and that the volume of their work has substantially increased. The Report also reflects a substantial increase in the number of simultaneous alarms which have almost quadrupled between 1997 and 2001. With respect to comparative data, the Township and the FMBA have skillfully selected jurisdictions for comparison which favor their respective positions. For example, the Township points out that many municipalities do not provide any stipend and that about half of the FMBA selected comparable municipalities provide an equal or less EMT stipend. The Township further points out that in many of the municipalities which have higher

EMT stipends, those fire departments, unlike Springfield, take on responsibilities for servicing ambulances. In contrast, the FMBA points to the many municipalities who pay \$1,000 or more for the stipend. These communities and the amounts have been previously set forth in a prior section of this award and do support the FMBA's proposal for increases in existing stipends when viewed in conjunction with the services which are provided.

After thorough review of the extensive record on these issues, I conclude that an increase in the stipends for Certified EMT and First Responder have been justified. No precise formula can be applied to calculate the amount of the increases but I conclude that it would be reasonable to set both of these stipends at \$750 effective January 1, 2003. On a percentage basis, these increases are substantial although the dollar amounts are less than proposed by the FMBA. These stipends, if not already included, shall be included in the employee's base salary for all calculation purposes. The net costs to the Township can be borne without adverse financial impact. I do not award an expansion of stipends to the newly proposed stipends during this contract term. This Agreement will extend through December 31, 2004 and the Township and FMBA can again fully evaluate the merits of existing and new stipends in the context of their overall economic proposals and also in light of any changes which are made to the scope of the EMS duties required and the times in which the fire department will be responsible for providing the full range of EMS services in the future.

The FMBA has proposed that there be a reopening for increase in services. I decline to award this proposal. This proposal is based upon its belief that the Township will broaden the scope of duties relating to EMS and increase the FMBA's work load as a result of such change. As previously mentioned, the Township is contemplating changes in the manner in which it provides EMS. These include requiring the fire department to run ambulances as well as extending the current 0600 – 1800 First Response profile to providing EMS/First Response on a 24 hour basis. I also decline to award the Township's proposal to require firefighters to perform ambulance duties during the remaining term of this agreement. There is nothing which would prevent a voluntary reopening of the agreement if and when changes are sought during the contract term.

The FMBA has proposed the perfect attendance incentive of 2.5 hours of compensatory time per quarter of perfect attendance. I do not award this proposal because the award directing the adoption of a 24/72 hour work schedule could impact upon the taking of sick leave. In particular the FMBA has asserted that the 24/72 hour work schedule will have a positive impact on the taking of sick leave. I believe that there should be some experience in the operation of the new work schedule before this proposal is considered. For similar reasons I do not award the FMBA's proposal to bank one week of vacation per year up to five weeks. Neither proposal is awarded.

The FMBA has proposed that compensatory time be rolled over and paid out at retirement at the rate in effect at the time of retirement. This issue is addressed in Article IX, Section 10. I find insufficient justification to alter the status quo on this issue and direct the continuation of the existing provision during the term of the new agreement.

The last issue in dispute concerns the language involving Convention Leave. The FMBA seeks to delete Article III's reference to N.J.S.A. 40A:14-177. There was a recent legislative amendment to N.J.S.A. 40A:14-177. Because Article III references this statute and because the Township and the FMBA must be in compliance with that statute as amended, I award no change to Article III.

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

AWARD

1. All proposals by the Township, the FMBA and the FOA not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those which have been voluntarily agreed to and/or modified by the terms of this Award.
2. The increase in salary shall be retroactive to their effective date and received by all eligible unit employees including those who have left employment in good standing between the effective date of the salary adjustments and their last date of employment.
3. **Duration**
The term of the new agreements shall commence January 1, 2001 and extend until December 31, 2004.
4. **Work Schedule**
Effective on or about January 1, 2004 or as soon after as is operationally feasible, the Township shall commence a 24 hours on followed by 72 hours off work schedule for both the FMBA and FOA units. The operational details of the 24/72 hour work schedule shall be developed by the FMBA and the designees of the Township. The 24/72 hour work schedule shall be implemented on a trial basis for the last year of this Agreement. If either party desires to revert to the current work schedule at the end of the calendar year, it shall serve written notice of its intention to do so on the other party at least sixty (60) days prior to the end of the year. If the party receiving notice objects to the notice, it shall so notify the other and the parties agree to meet and confer in an effort to resolve any disputes concerning the schedule. If the parties are unable to reach agreement, either party shall select another arbitrator in accordance with the grievance arbitration procedures of the Public Employment Relations Commission. The FMBA and the Township direct the arbitrator to consider the impact of the change to a 24/72 hour work

schedule from the prior schedule, including but not limited to the employee morale, productivity, staffing, training, manpower coverage and the like. The arbitrator's decision shall be final and binding on the parties. If neither parties elects to exercise its rights under this section at the end of this Agreement, the 24/72 hour work schedule shall become the permanent work schedule. There shall be a conversion of paid time off on an hour by hour basis.

5. **Article XI – Insurance**

Section 1. (b) the Township shall provide, at its sole cost and expense, a full family insurance plan for Employees and their dependents in the following coverages:

Dental Plan
Prescription Plan
Eyeglass Plan

Prescription co-pay to \$5.00 generic and \$10.00 brand name effective no earlier than January 1, 2004.

Section 4. Delete the current language in Section 4 and replace with the following: "employees shall be entitled to up to one year's paid leave for reasons of illness or disability."

6. **Salary**

The existing salary schedule shall be adjusted at each step, retroactive to the effective dates, by the following percentages:

January 1, 2001	3.5%
January 1, 2002	3.7%
January 1, 2003	3.9%
January 1, 2004	4.0%

The salary schedules shall read:

	2001 3.5%	2002 3.7%	2003 3.9%	2004 4.0%
Captain	\$83,713	\$86,811	\$90,196	\$93,804
First Class	\$66,154	\$68,601	\$71,277	\$74,128
Second Class	\$64,297	\$66,676	\$69,276	\$72,047
Third Class	\$60,600	\$62,842	\$65,293	\$67,905

Fourth Class	\$51,655	\$53,567	\$55,656	\$57,882
Fifth Class	\$42,711	\$44,291	\$46,019	\$47,859
Probationary	\$26,910	\$27,905	\$28,993	\$30,153

**Salary Schedule for Employees Hired
Effective January 1, 2004**

	2004
Captain	\$93,804
First Class	\$74,128
Second Class	\$66,605
Third Class	\$59,081
Fourth Class	\$51,559
Fifth Class	\$44,037
Sixth Class	\$36,515
Probationary	\$28,993

7. Grievance Procedure

The Township may delegate its authority in Step 3 of the grievance procedure to the Township Administrator at its sole discretion. In the event that it chooses to do so, it shall notify the FMBA in writing.

8. Longevity

The following changes shall be made to the longevity article:

Firefighters and superior officers who were employed as of October 7, 1997 shall have their longevity schedule modified, effective January 1, 2003, to read:

5 years ...	2%
9 years ...	4%
13 years ...	6%
17 years ...	8%
19 years ...	10%*
24 years ...	12%

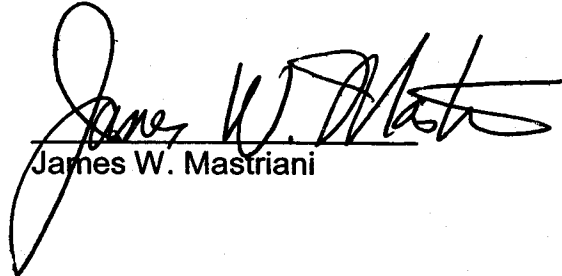
*Note: Any covered employee who as of October 7, 1997 has a longevity increment greater than 10% shall be grandfathered at their increment on said date.

All employees hired after January 1, 2004 shall not enjoy longevity as provided under the collective bargaining agreement.

9. **Stipends**

Effective January 1, 2003 the stipend for Certified EMT shall be set at \$750 per annum and the stipend for First Responder shall be set at \$750 per annum. These stipends, if not already included, shall be included in the employee's base salary for all calculation purposes.

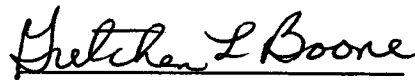
Dated: December 29, 2003
Sea Girt, New Jersey



James W. Mastriani

State of New Jersey }
County of Monmouth }ss:

On this 29th day of December, 2003, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



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