

In the Matter of Arbitration Between:

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**TOWN OF HARRISON**

"Public Employer,"

- and -

**HARRISON FMBA LOCAL 22**

"Union."

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**INTEREST ARBITRATION  
DECISION AND  
AWARD**

Docket No. IA-2004-039

**Before  
James W. Mastriani  
Arbitrator**

Appearances:

**For the Town:**

Robert E. Murray, Esq.  
The Murray Law Firm, LLC  
Timothy Averell, Esq. on the Brief

**For the FMBA:**

David I. Fox, Esq.  
Fox and Fox LLP  
Gregory A. Busch, Esq. on the Brief

The Town of Harrison [the "Town"] and the Harrison FMBA Local 22 [the "Union"] are parties to a collective negotiations agreement commencing January 1, 2002 and extending through December 31, 2004. The agreement covers all uniformed employees in the fire department of Harrison below the rank of Chief. This includes Deputy Chief, Battalion Chief, Captain, and Firefighter. Under the terms of the agreement, a reopener revision was agreed to in Article XIX, Section III stating that:

"The HFMBBA reserves the right to reopen the Emergency Medical Services portion in November or December of 2002. At that time, if an amicable settlement cannot be reached, the HFMBBA's sole remedy is to arbitrate this matter. The arbitrator has been predetermined by an agreement with both parties. In the event said arbitrator is no longer handling matters such as this, both parties shall jointly select another arbitrator."

Pursuant to the terms of the reopener, the parties could not reach a voluntary settlement and the Union invoked arbitration. In accordance with the mutual agreement of the parties, I was designated by the New Jersey Public Employment Relations Commission to serve as arbitrator.

I held an interest arbitration hearing in Harrison, New Jersey on May 28, 2003, at which time the Town and Union argued orally and presented testimony and documentation. The record remained open for the submission of additional exhibits. Each party submitted additional exhibits and filed formal post-hearing briefs and the record was closed on September 26, 2003.

During the pre-hearing mediation efforts the Town and the Union agreed to broaden the scope of issues to be negotiated. In addition to EMS related issues, many additional issues were presented for review and determination including salary increases and health insurance issues and an extension of the Agreement through December 31, 2006. This also extended the statutory requirements of the proceeding and the obligations of the parties and the arbitrator pursuant to C.85, P.L. of 1976. This proceeding was conducted under the statutory requirements.

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

#### **FMBA'S PROPOSALS**

1. The EMT base payment certification should be raised from  $\frac{1}{2}$  % to 4% in base salary for an increase of  $3 \frac{1}{2}$  %. This should be retroactive to January 1, 2002.
2. The stipend for Emergency Medical Services for Firefighters which is now \$250 should be increased to \$1,250 as should the \$900 stipend for Captains so that all employees receive the same stipend and the \$1,000 for the Deputy Chiefs and Battalion Chiefs should be increased to \$1,250 as well. This should be retroactive to January 1, 2002.
3. The EMT per diem - differential should be increased from \$50.75 per 24 hour period to \$175 per 24 hour period. This should be retroactive to January 1, 2002.
4. The Emergency Medical Service manning - riding assignments should be, apart from those who volunteer to

ride, on a seniority basis so that the least senior employees would be assigned primary EMS duties.

5. Request to maintain the Captains position on the ambulance.
  - A. One per tour, 4 in total.
  - B. Currently 2 active riding EMS captains (reduced from 4).
6. Each Firefighter, upon request, shall receive a baseline Inoculations & Inoculations maintenance program provided by the Town of Harrison to include, but not limited to:
  - A. Influenza
  - B. Pneumonia
  - C. Tuberculosis
  - D. Smallpox
7. Emergency Medical Technicians who are assigned to any Athletic/Recreational events shall be paid overtime (minimum 4 hours).
8. Should the Town of Harrison assume or provide EMS services to any other jurisdiction, each Firefighter/EMT should receive an additional sum of \$1,000 per 12,000 residents of such jurisdiction (with a minimum of \$1,000 per Firefighter/EMT). For every 3,000 residents in excess of 12,000 residents, a pro rata share of the \$1,000 will apply until the next 12,000 resident plateau is reached.
9. Salary. A two-year extension with a 4% salary increase effective January 1, 2005, and January 1, 2006.

**Staff Issues:**

1. Work Hours and Days Per Week: Maintain the current amount of hours per week which are 35 (thirty-five) for staff officers.
2. Special Staff Compensation: Staff personnel should receive a special payment of 2% which should be increased if, as per the Town's request, their hours of work are increased from current 35 hours to 40 hours, a 14% increase in hours, and certainly should be

increased even further, if the Town's request is even considered with regard to changing dates of work (as well as hours) from Monday to Thursday or Tuesday to Friday, to any day within a seven day cycle.

3. Daily Hours: Staff personnel shall work from 7:45 a.m. – to 4:30 p.m., inclusive of a one hour working lunch.
4. Staff Pay Differential: All staff personnel should receive an additional (2%) two percent increase added to base pay in addition to the percentage in "2" above.
5. Fill In: Except for emergency while on scheduled duty, staff personnel should not be scheduled to fill in for line personnel.
6. Vacation Days: Continue with "Staff Incentive" as per existing contract Article 32, Section E. Vacation scheduling for staff personnel should not be constrained by Article 8, Section D of the current contract.
7. Compensation for Special Licenses: The staff firefighter (Kondek) holding the Civil Service title of Firefighter UFD, should receive the payment of \$11,000 to which he is entitled instead of the current \$5,000, which was only a \$1,500 payment for these special duties, for which an \$11,000 payment is the norm. All staff personnel who have special licenses or who have completed requirements for them, such as Fire Instructor, Level 2 should receive a special stipend for that specialized license and work of \$2,500.
8. Holidays: Staff personnel shall continue the current practice of being off on Holidays in conjunction with the closing of all other municipal offices. In addition, continue the practice of a staff member being allotted an additional day (floater) off if the Holiday happened to fall on his current day off. This day to be used in the current year it was earned.
9. Temporary Transfer: Staff personnel shall not be subject to any temporary transfers for the purpose of

saving on overtime payments to maintain current set manning level.

10. **Widows Benefits:** Article XII, Section 2 of the current contract provides as follows:

"Retired members shall receive Blue Cross, Blue Shield, Rider J and Major Medical for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 6 below."

All benefits should be extended to widows of the retiree and to eligible dependents after death of the retiree.

### **TOWN OF HARRISON'S FINAL OFFER**

1. Any change to payments made under the EMT program, based on the EMS Reopener, should be effective January 1, 2003.
2. The Town proposes a 3.5% increase to the per diem rate, contained in Article XIX, Section 3, paid to the firefighters who actually work the EMT program, effective January 1, 2003.

3. Salary:

The Town proposes a 4% salary increase effective January 1, 2005 and January 1, 2006. This shall serve as an extension to the duration of the agreement, contained in Article XXXV, to December 31, 2006.

4. Work Schedule for Steady Day Men

The Town proposes that Article XXV be amended to include a work week showing the steady day men working four 10-hour days in a 7-day cycle, such days to be assigned at the discretion of the Chief of the Department. The change to such work schedule necessitates that the "Schedule Conversion" language, contained in Article XXXII, E, which currently provides the steady day men with 48 vacation days, be eliminated. In addition, holiday pay was included in base salary, effective January 1, 2001, for all unit members. As such, steady day men should not enjoy the double benefit of having such holiday pay in their base salary in addition to

the ability to take holidays. Holidays should be eliminated for the steady day men on the same basis as all other members of the fire department-Holiday pay is now in base pay and no holidays shall be granted. The Town is prepared to accept a limited Holiday recognition for Christmas Day if it falls on a workday for the steady day men.

5. The Town urges rejection of the FMBA proposals.

### **BACKGROUND AND POSITIONS OF THE PARTIES**

The Fire Department of the Town of Harrison operates Emergency Medical Services in addition to providing traditional firefighter services. There are two EMS units available 24 hours a day and 7 days a week. The service is a busy one with increasing calls for service in part due to the location of the town on State Highway 280 and in a highly developed area along the Passaic River and the Northeast Corridor rail system. The fire department also performs Emergency Medical Service for East Newark on a 24 hour and 7 day a week basis. The firefighters also man an ambulance servicing Harrison and the city of East Newark and an ambulance may also be sent to mutual aid calls in the Town of Kearny. The town's finances are monitored by the New Jersey Division of Local Government Services as a distressed city.

There are 54 employees in the FMBA bargaining unit. There are 3 Deputy Chiefs, 2 Battalion Chiefs, 16 Captains, and 33 Firefighters. Compensation for EMS Certifications and stipends are set forth in Article XIX, Section 2. Three

separate payments are made relating to EMS and each is distinctly set forth in Section 2 as follows:

Effective January 1, 1995, all unit employees with EMT certification shall receive a differential of .50%.

Emergency Medical Services: Effective 1/1/99, all unit employees shall be required to obtain and maintain EMT Certifications. Effective 1/1/99, the joint EMS stipend will be eliminated. Stipends for Emergency Medical Services shall be as follows:

Deputy Chief	\$1000 per year
Battalion Chief	\$1000 per year
Captain	\$900 per year
Firefighter	\$250 per year

This stipend shall be payable the following February from the year in which it is earned. These payments shall be one time only, not included in base salary, and not subject to longevity or overtime or other rates. An employee who worked part of the year shall receive a pro rata stipend.

Effective 1/1/99, firefighters who work the EMT program shall be paid \$50.75 per day, payable in the next year after earned. This payment shall not be included in base salary, and not subject to longevity or overtime or other rates. An employee who works part of a 24 hour day shall be paid pro rata.

The Union asserts that the compensation presently received by unit members for EMS work compares unfavorably with payments in other communities and should be increased. Unit members currently receive three



different types of payments: an EMT Certification differential, an Emergency Medical Service stipend and an EMT per diem.

The Union contends that the 0.5% differential received for the EMT certification is inadequate and that the payment has not changed since January 1, 1995. The Union seeks an increase in this payment to 4%. The Union further contends that the Emergency Medical Services stipend now set at \$250 for firefighters should be increased to \$1,250, that the \$900 stipend for Captains be increased to \$1,250 from the \$900 stipend they currently receive and the \$1,000 stipend for Deputy Chiefs and Battalion Chiefs be increased to \$1,250. Thus, if this proposal is adopted all bargaining unit employees would be receiving the same \$1,250 stipend. The Union also points out that this stipend has not been increased since January 1, 1999. In addition, the Union seeks an increase in the EMT per diem from \$50.75 per 24 hour period to \$175 per 24 hour period. This stipend is only payable to those who actually man an ambulance for a tour of duty and perform ambulance work.

The FMBA depicts the actual compensation current and received for all of these payments and compares these payments to the fire departments in the municipalities of Hillside, Roselle, and Linden:

## PAYMENT NOW RECEIVED IN HARRISON FOR EMS WORK

Personnel (Total – 54)	EMT Certification (last raised in 1995)	EMS Non- base Payment (last raised in '99)	Per Diem Average EMS Per Diem* (last raised in '99)	Average EMS Per Diem*	Total Actual Annual Base and Non-base Payment	Total Average Annual Payment	Hillside Total Annual EMS Payment	Linden Total Annual EMS Payment	Roselle Total Annual EMS Payment
Firefighters (33)	½% (app. \$350)	\$250	\$1,123	\$686	\$1,723	\$1,286	6% (app. \$4,200)	8% (app. \$5,600)	5% + \$1,000 (app. \$4,500)
Captains (16)	½% (app. \$350)	\$900	\$0	\$686	\$1,250	\$1,936			
Battalion Chief (2)	½% (app. \$350)	\$1,000	\$0	\$686	\$1,350	\$2,036			
Dep. Chief (3)	½% (app. \$350)	\$1,000	\$0	\$686	\$1,350	\$2,036			

\*Some Captains receive this payment at \$50.75 a shift for the ambulance assignment, but it is included for Firefighters herein based on the total annual gross payment for the EMT per diem which is \$37,048.00.

\*\*\$686 is an average of the per diem for each member of the FMBA.

When all of these functions are considered as a whole, the Union contends that the payments to the unit members are not comparable to the payments received by those fire departments which, as here, also perform ambulance work. The Union submits a chart reflecting these comparisons while pointing out that none of the fire departments listed provide EMS, first responder and fire services in two municipalities as does Harrison:

## EMS PAYMENTS AND OTHER PAYMENTS FOR FIRE DEPARTMENTS WHICH PERFORM AMBULANCE WORK

<u>Municipality</u>	<u>EMT Pay/Stipend</u>
Roselle	5% + \$1,000 (Ambulance providers at 3%)
Clifton	\$2,700
Belleville	\$2,650 for both the maintenance of the EMT certification and for firefighters assigned to first line ambulance duty
Linden	8% of base pay
Hillside	6% of base pay

The FMBA submits additional comparisons in support of its assertions concerning comparability:

**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 Town disputes the FMBA's demands for higher payments for EMT certification and EMT related payments. The Town notes that the firefighters already receive three levels of payments for services (EMT certification, a stipend, and per diem rate) and that increases are not warranted when viewed in conjunction with the existing level of salary and benefits firefighters currently receive. The Town points out that it has already offered pay increases of 4% in salary for 2005 and 2006 on top of what it considers a generous existing salary and benefits package.

In particular, the Town urges rejection of the increases sought by the Union contending that they are prohibitive and not justified. The Town points to the impact of the Union's proposals by way of example of a firefighter in the second year of employment. According to the Town, the Union's proposal:

would provide a second year Firefighter with a \$1,250 stipend, a differential of 4%, or \$1,480, plus, if such Firefighter does one run per month (\$175 multiplied by twelve is equal to \$2,100), such Firefighter would receive an additional \$4,830 for 2003. Such amount is equal to an incredibly high 13.1% additional payment to such an officer. If such Firefighter were to work two EMS Tours per month, such officer would receive a \$1,250 stipend, a differential payment of \$1,480, and a \$4,200 per diem payment, for a total of \$6,930. Such amount represents a ridiculously high 18.7% of such Firefighter's salary. The FMBA has not, nor could it ever, justify its proposal when faced with such high percentages.

The Town also disputes the FMBA's evidence concerning comparability, especially in light of the fact that the firefighters currently receive three levels of compensation for EMS. The Town points out that there are many individual differences in the amounts and purpose of payments received by firefighters in the many municipalities the Union cites which undermines the FMBA's comparability argument. For example, certain municipalities do not require firefighters to maintain EMT Certification thereby lessening the cost to the employer and others may limit the number of firefighters eligible to receive stipends and some do not receive any payments at all. The Town contends that none of the contracts being offered into evidence provide for two different levels of payments for all firefighters in addition to the opportunity for the firefighters that actually are assigned to the EMS ambulance runs to earn a per diem rate. The Town limits its proposal to a 3.5% increase in the dollar amount paid to the per diem rate.

The Town also disputes the "expansive" view the FMBA has taken of the scope of the reopener citing its demands for payments for coverage of the athletic/recreational events, additional payments if the Town provides MS to any other municipality and the inoculations proposals. The Town also urges rejections of the FMBA's proposal for retroactivity to January 1, 2002 in the event that any increases are awarded. The Town points to the language in Article XIX, Section 3 stating the right to reopen the contract commenced in November or

December 2002. Thus, the earliest and effective date for any increase should be no earlier than January 1, 2003.

In addition to the compensation issues for EMS work, there is a dispute concerning the hours of work for staff or "day positions." The Union urges rejection of the Towns proposal to alter the work schedule for the steady day man. Currently there are 4 "day positions."

The day staff personnel's current work schedule is either Monday to Thursday or Tuesday to Friday. It is a 4 day work week from 7:45am to 4:30pm inclusive of a working lunch period. The total hours per week currently are 35 hours inclusive of the working lunch hour. Line officers work a 24/72 schedule. The Town has proposed the following work schedule for the steady day men:

The Town proposes that Article XXV be amended to include a work week showing the steady day men working four 10-hour days in a 7-day cycle, such days to be assigned at the discretion of the Chief of the Department. The change to such work schedule necessitates that the "Schedule Conversion" language, contained in Article XXXII, E, which currently provides the steady day men with 48 vacation days, be eliminated. In addition, holiday pay was included in base salary, effective January 1, 2001, for all unit members. As such, steady day men should not enjoy the double benefit of having such holiday pay in their base salary in addition to the ability to take holidays. Holidays should be eliminated for the steady day men on the same basis as all other members of the fire department-Holiday pay is now in base pay and no holidays shall be granted. The Town is prepared to accept a limited Holiday

recognition for Christmas Day if it falls on a workday for the steady day men.

The FMBA has submitted evidence dictating the work activities of the day men. One day position is Deputy Fire Chief Glancey who is the executive officer of the Fire Department. Deputy Chief Glancey has taken courses and has trained for the license known as Fire Instructor, Level 2. Deputy Chief Glancey's duties include the following:

- All department administrative duties
- Apparatus Maintenance
- Apparatus Annual Service Test
- Building Maintenance
- Administrator of all department daily maintenance check reports
- Office of Emergency Management Deputy Coordinator
- Emergency Operation Plan Update & Review Administrator
- Act as Chief in the absence of the Chief of Department

In addition, there are 2 staff Captains, Captain Woods and Captain Bagniewski. Captain Woods' duties include the following:

- Coordinate Firefighters Training
- Coordinate EMT Training/Certification
- Coordinate Emergency Dispatch Center Training
- Radio Frequency Coordinator and Administrator
- Infectious Control Person
- Policy Administrator
- SCBA Maintenance Administrator

- HIPPA Privacy Officer
- Manage all Training Records
- Incident Safety Officer

Captain Bagniewski is in the Fire Prevention Bureau and has duties which include the following:

- Fire Inspections
- Fire Sub-code
- Fire Official
- School and Senior Education Programs
- Fire Origin and Cause Investigations

The fourth staff position is filled by Firefighter Kondek. Kondek was formerly the Chief Clerk in the Fire Department earning a special base pay payment of \$3,500. He now holds the Department of Personnel Civil Service title of Fire Prevention Specialist, UFD. Under Department of Personnel rules and procedures, this is a special title and involves special non-line work.

The FMBA urges rejection of all of the Town's proposals regarding staff officers and urges several additional compensation increases for staff personnel at levels above what they currently receive in addition to contractual language limiting the Town's ability to assign them to line duty and line hours.

According to the Town, the workweek for steady day men should be four (4) ten-hour days during a seven (7) day cycle with such days to be assigned at



the discretion of the Chief. The Town relies in part upon the certification of Chief Dolaghan who has asserted that the needs of the department require its staff officers be on duty 40 hours per work week. The Town points out that the Agreement, at Article XXV, only provides that "staff working hours will be coordinated by the Chief of the department" and does not guarantee a 35 hour work week inclusive of lunch.

The Town contends that there is an inequity in the amount of time worked by staff when compared to line personnel. Line personnel are scheduled to work 2080 hours per year while the staff now works an 8 hour and 45 minute day four (4) days a week which amounts to 35 hours per week, 1820 hours per year and is 260 hours less per year than the hours which line personnel are scheduled. The Town points to the clear contractual reference to work hours which has been applied to line officers while staff hours have been set simply through administrative direction. The change the Town seeks would have the number of work hours conform for staff and line personnel.

The Town also seeks to eliminate a practice which it considers inequitable with respect to the taking of holidays and holiday pay for steady day men. The Town asserts that holiday pay was included in base salary for all unit members effective January 1, 2001. Article XIV was changed to read that:

The parties agree that effective January 1, 2001, this Article shall be terminated and eliminated. Holiday

pay shall be included in the members' base pay, however, the inclusion of holiday pay shall not affect the salary rates that are used for the computation of overtime and terminal leave.

When this occurred, holidays were no longer granted for line personnel. However, staff officers have continued to receive holidays off in addition to having holiday pay included in their base salary. This, according to the Town, amounts to "double-dipping" because staff officers are receiving holiday pay which increases by any salary increases granted annually as well as maintaining the ability to take holidays. The FMBA disputes this characterization.

The Town also seeks modification of current practices with respect to vacation leave for staff officers. The Town cites Article VIII which provides the following vacation allowances:

Fireman	5 days after six months of service
(New hires hired after 4/17/96)	10 days after two full years of service
	15 days after five full years of service
Fireman	18 work days per annum
Captain	20 work days per annum
Battalion Chief	24 work days per annum
Deputy Chief	24 work days per annum

The Town proposes that the amount of vacation received by staff be equalized with the vacation days that are enjoyed by line personnel. According to the Town, staff officers are receiving double vacation because they do not receive vacation in the amount of "work days" as required by Article VIII but are

allegedly improperly receiving double the number of work days because of an improper application of Article XXXII, paragraph E which provides:

Staff Vacation Incentive – Staff vacation conversion. All staff vacation to be twelve (12) hours per day in all ranks. Staff vacation may be taken in three (3) hour increments.

The Town submits the following argument.

In receiving double vacation, staff officers can receive as many as 48 vacation days. In addition, pursuant to the Agreement, firefighters are entitled to a longevity vacation day for every five years of service. Forty-eight (48) days is the equivalent of twelve weeks of vacation, since staff are only regularly scheduled to work four days per week. At such a ratio, a staff officer with forty-eight (48) days of vacation could take off 23% of the year. Certainly, no job in either public or private employment allows for such a rate of vacation. Even a Captain, who, according to the Agreement, is entitled to twenty (20) vacation days per year, would receive forty (40) vacation days according to the conversion. Such amount allows a Captain who is a staff officer to take off 19.2% of the year. The Town merely proposes that the staff vacation is equalized with those vacation days that the line personnel enjoy. In addition, the Town is simply proposing that the staff work the same number of hours as the line personnel, which is 2080 per year. Although the FMBA claims that such a proposal is "inconsistent with common sense," a proposal that equalizes work hours for all unit employees in no way defies logic, but is consistent with the contract in place in addition to the needs of the Department.

The Town urges rejection of all of the various FMBA proposals which seek additional compensation for staff officers and restrictions on the Town's ability to deploy them.

The FMBA vigorously opposes all of the Township's proposals with respect to steady day men. Initially, it seeks to maintain the current amount of hours per week of 35 hours and that lunch hours be considered working lunch periods. The FMBA contends that when line personnel moved to the 24/72 hour work schedule on January 28, 1995, the hours of work for staff officers prior to that time was Monday through Friday from 9 a.m. to 4 p.m. This work day also amounted to 35 hours per week but one hour per day was considered a lunch hour rather than a working lunch meaning that their effective work hours per week was 30 hours. The current work schedule was adopted after January 28, 1995 to require staff officers to work four days per week or Monday through Thursday or Tuesday through Friday from 7:45 a.m. to 4:30 p.m. inclusive of a working lunch hour. Staff officers are available for line duty during an emergency during all work hours, including those which may occur during their working lunch hour. The FMBA asserts that the 1995 change reflected an increase in work hours by 5 per week. The FMBA compares this work schedule favorably with civilian white collar employees who work Monday through Friday from 9 a.m. to 4:30 p.m. with one hour off for lunch which constitutes a work week of only 32.5 hours. In support of its demand to reject the Town's proposals for changes in the

work schedule for staff officers, the FMBA cites, in pertinent part, a certification from Battalion Chief Michael Greene, President of the FMBA, who states:

3. The Harrison Fire Department Staff Personnel has always had a consistent with all municipal, building department, Town Hall office personnel, and all Department Heads.
4. The work load in the Harrison Fire Department has always been completed without problems of being behind or late in any of the Staff Members duties. (This can be verified by the lack of any disciplinary action on any of the staff members.) Therefore, the Staff Personnel does not understand the "NEEDS" that are being stated for a change to a forty (40) hour work week.
5. In regard to a "four (4) days in seven (7) cycle to be assigned by the Chief", this has always been worked out by the Staff Personnel in coordination with the Chief of Department as to who was off either Monday or Friday when possible with the exception of holidays, vacation scheduling, or seminars and meetings.
9. In 1990, Staff hours consisted of the following:  
  
9:00 a.m. – 4:00 p.m.  
One hour lunch period was included (Monday – Friday)  
All holidays enjoyed by all other Town employees were allowed off  
Work hours and work week consistent with Hall Staff Personnel
10. This change also reflected an increase in hours (by 5 per week) per week from the former schedule so that total hours on this 4 day workweek, per week are 35, inclusive of the working lunch hour. Note that civilian white collar employees in Harrison work on Monday to Friday from 9 a.m. to 4:30 p.m. with one hour off for lunch so that their actual number of work hours per week are 32 ½ hours.
14. In 1995, Fire Department staff requested a change in the work week from five (5) days per week to four (4) days per week. This increased the daily total hours to maintain the same hourly work week as the Town Hall employees as

always been the practice. This was done in part due to the 24/72 hour line duty shift that had been instituted in the 1994/95 contract. With this four (4) day work week, holidays were also adjusted to maintain the same amount of days off for each staff member (if the holiday fell on your scheduled day off, i.e., Monday/Friday, you would be allotted another day to be used within that year).

The FMBA also urges rejection of the Town's proposals with respect to holidays and vacation time for staff officers. The FMBA contends that "it has always been the case in other communities and remains the case in Harrison, that staff personnel who work "days" receive days off if there is a holiday on the day they work and if the holiday falls on a scheduled day off receive credit for that holiday which is allotted to another day to be used within the year. Therefore, staff personnel all receive the same number of holidays. What was known as holiday pay previously is in base pay so that there is no longer any payment known as holiday pay." The FMBA also seeks rejection of the Town's rationale on modifying vacation time for staff. According to the FMBA, the staff Vacation Incentive Program in Article XXII, Section E was designed specifically to accommodate the 24/72 hour conversion and denies the Town's contention that staff could receive up to 48 vacation days.

The FMBA contends that there should be additional time off for staff personnel and additional compensation for them over and above the across-the-board salary increases. In particular, the FMBA seeks a special payment of 2% for staff personnel because they do not enjoy the benefits of the 24/72 hour work schedule and because they have special needs, special licenses and special

responsibility. In addition to the special payment of 2%, the FMBA seeks an additional 2% in the form of a staff pay differential increase to provide additional incentives to maintain the most qualified personnel on staff. In the event that the hours of work for staff are increased, or their dates of work are changed, the FMBA proposes that these special payments be increased beyond that which it has proposed.

The FMBA also proposes that staff personnel not be scheduled to fill in or be subject to temporary transfers for line personnel except for emergencies. This is asserted to be consistent with present practice which allows for staff officers to be assigned to the line only on a voluntary basis. In particular, the FMBA objects to the Town transferring staff personnel to save on overtime payments to maintain current set manning levels. According to the FMBA, when the Town does so it violates a past practice when it makes such involuntary transfers to fill in for vacancies caused by sick time and/or vacation time. The FMBA asserts there is a practice wherein the Town assigns firefighters and fire officers on an overtime basis to fill such vacancies.

The FMBA also proposes additional compensation for the special license held by staff firefighter Kondek who holds the civil service title of Firefighter UFD. According to the FMBA, Kondek should receive the payment of \$11,000 rather than the current \$5,000 because, in fact, the \$5,000 only represents a \$1,500

payment for the special duties for which the \$11,000 is the norm. The FMBA argues that:

Firefighter Kondek who formerly was the Chief Clerk in the Fire Department earning a special base pay payment of \$3,500. He now holds the Department of Personnel Civil Service title of Fire Prevention Specialist, UFD. Under Department of Personnel rules and procedures, this is a special title and involves special non-line work. Firefighter Kondek should receive an additional payment above that of Chief Clerk of \$7,500 for the title in question so that he should be paid \$11,000 instead of the \$5,000 he currently receives above the regular Firefighter's pay for that title.

The FMBA also proposes that employees who have specialized licenses such as Fire Instructor, Level 2 should receive a special stipend of \$2,500 asserting that these types of stipends are typical throughout the State of New Jersey.

The FMBA has also proposed that all contractual health benefits be extended to widows and eligible dependents in the event of the death of a retiree or an active firefighter. The FMBA states that "there is no reason for the widow and surviving eligible dependents of a career firefighter to face additional financial burdens after the death of the firefighter. This is especially significant in view of the hazards of firefighting." The FMBA contends that such provision would be consistent with many other agreements in the State including the Township of Union and a Superior Court decision in the Township of Belleville



which restrained that Township from terminating death benefits to dependents and widows of deceased retirees.

The Town urges rejection of this proposal for several reasons. It cites Article 7 of the Agreement which provides for accumulated vacation leave upon retirement and also Article 15 which provides for the payment of accumulated sick leave upon retirement. These provisions are asserted to demonstrate that the Town already assumes a large burden upon the retirement of unit members as well as Article 12 which provides for medical benefits to be paid to a retiree. The Town further cites recent substantial increases in health insurance costs. The Town rejects the FMBA's contention that widow's benefits are common because only one agreement, Union Township, has been submitted to support that assertion. The Town further disputes the relevance of the decision in Belleville as that issue concerned the Township of Belleville's decision to terminate benefits. Given the above, the Town contends that the FMBA has not met its burden on this issue.

### **DISCUSSION**

I have carefully reviewed and thoroughly considered the arguments and evidence submitted into the record by the Town and the FMBA in support of their respective positions. The Town 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. 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.

I will now address the merits of the testimony and the evidence presented by the parties at the hearing as they relate to the issues which the parties have placed before me for determination.

The Town and the FMBA have each proposed salary increases of 4.0% for each of an additional two years beyond the term of the current agreement. This would extend the Agreement through December 31, 2006. While each proposes the same increases, their respective proposals on all of the remaining items reflect a sharp disagreement on the overall economic package and the net economic changes to be awarded. By way of example, the Town views its proposal as the absolute limit of the economic changes to be awarded while the FMBA views its proposal as one of many economic adjustments which should be awarded, including increases in EMT and EMS related payments which the Town has rejected.

The salary increases of 4.0% for 2005 and 2006 are awarded. Although the parties are in agreement on this issue (but not the overall economic package), I am compelled to consider the inclusion of these increases when I consider the overall package to be awarded and its impact, if any, on the net economic changes dictated by the overall terms of the award. I have done so and conclude that the interest and welfare of the public will be served by these

salary increases and that there will be no adverse financial impact on the governing body, its residents or taxpayers. The increases will not compel the Township to exceed its lawful spending limitations. The increases are also consistent with the data reflecting a range of comparability compatible with the 4.0% increases. The Town points out that these increases are in excess of some other agreements such as Belleville (3.75% 2000-2002) and Union Township (2.75% in 2001, 3.75% in 2002 and 3.9% in 2003). These agreements have been considered by me but are not as relevant to the salary increases as they are to the disposition of the other economic issues. The continuity and stability of employment for firefighters and fire officers will be furthered by maintaining a salary schedule which will attract and retain firefighting personnel. These increases, when applied to the existing salary schedules, shall provide adjustment to the schedules as follows:

	<b>2004</b>	<b>2005 4.0%</b>	<b>2006 4.0%</b>
Deputy Chief	\$99,232	\$103,201	\$107,329
Battalion Chief	\$91,808	\$95,480	\$99,299
Fire Captain	\$84,384	\$87,759	\$91,269
Fire Prevention Specialist, UFD	\$70,941	\$73,778	\$76,729
Fire Sub-Code Official	\$12,459	\$12,957	\$13,475

Firemen Salary on Initial Appointment	<b>2004</b>	<b>2005 4.0%</b>	<b>2006 4.0%</b>
Year One Hire/Begin (Step A)	\$27,500	\$28,600	\$29,744
Beginning Year Two	\$38,379	\$39,914	\$41,510
Beginning Year Three	\$46,631	\$48,496	\$50,436
Beginning Year Four	\$49,814	\$51,806	\$53,878
Beginning Year Five	\$52,544	\$54,645	\$56,831
Beginning Year Six	\$55,738	\$57,967	\$60,286
Beginning Year Seven	\$59,667	\$62,053	\$64,535
Beginning Year Eight	\$65,182	\$67,789	\$70,500

The FMBA has proposed additional compensation for staff officers in the form of a staff pay differential of 2% and an additional 2% special payment to be increased if there is a modification of hours for staff personnel. I do not award these proposals. There is no credible evidence in the record to support either proposal. I also find no support for additional salary compensation above and beyond what has been awarded due to any modification of practices or other terms and conditions of employment for staff hours which are contained in this Award.

In addition to the salary increases, the FMBA's proposals relating to EMT and EMS payments have the potential for major impact on the total net annual economic changes caused by this Award. Those impacts have been set forth in the background section above and need not be repeated here. When all of the evidence and argument is evaluated on these issues, I am compelled to conclude, notwithstanding the objections articulated by the Town, that some increases in the EMT and EMS payments are warranted but not to the extent or scope proposed by the FMBA. The Town correctly notes that the reopener on EMS does not mandate any increases but it does reflect an intention to have additional negotiations on these issues during the contract term with an eye towards adjustments if they are warranted.

The FMBA's proposals center mainly on comparability but they cannot be awarded based solely upon select comparability data. That data is relevant but only one of the factors to be considered. Other considerations are the overall costs of such increases and the financial impact of those increases on the governing body, its residents and taxpayers. The interest and welfare of the public are also implicated because the amount of any increases awarded in EMT and EMS payments must consider the financial impact of those increases and their affordability which directly relates to the public interest. The public also benefits by the services performed and the data does reflect an increasing reliance on the fire department by the community's residents.

The EMT base payment certification affects the entire bargaining unit. Thus, any increase in this payment must be considered in conjunction with the base salary increases of 4% per year which I already have awarded. The FMBA has established that some increase is warranted given the undisputed increase in demands for emergency medical services and comparability data supporting an upward adjustment for departments who, as here, perform comprehensive EMS services.. Although speculative in nature, there is also a reasonable expectation for an increase in the Town's revenues because of the services provided, although Town evidence reflects major difficulty in receiving payment for these services. Accordingly, the existing payment of 0.5% shall be increased to 1.0% based upon the following calculation. There shall be an increase of 0.25% effective and retroactive to January 1, 2003 and an additional 0.25%

effective and retroactive January 1, 2004. This will increase the existing payment of 0.5% to 0.75% effective January 1, 2003 and to 1.0% effective January 1, 2004. These effective dates are reasonable given the fact that the effective date for the right to reopen the Agreement is November or December of 2002. It is logical and reasonable for the effective date for any increases to be awarded to be consistent with the effective date of the reopener.

An increase is also warranted in the stipend for Emergency Medical Services, although not to the extent proposed by the FMBA. The FMBA seeks to raise these payments to \$1,250 for all ranks. This would cost the Town over \$150,000 per year. Currently the Agreement reflects that there is a differentiation in these payments and the record clearly indicates that this differential is based upon a rationale. I conclude that an increase in an identical amount of increase awarded to the general salary schedule of 4.0% per year is a reasonable increase in the stipend for Emergency Medical Services. This will modify the amounts of this stipend in the following way effective and retroactive to January 1, 2003 and January 1, 2004.

As adjusted, stipends for Emergency Medical Services shall be as follows:

	1/1/2003	1/1/04
Deputy Chief	\$1040 per year	\$1082 per year
Battalion Chief	\$1040 per year	\$1082 per year
Captain	\$936 per year	\$974 per year
Firefighter	\$260 per year	\$270 per year



I also award a 4% increase in the EMT per diem effective January 1, 2003 and January 1, 2004. This payment is in connection with manning and performing ambulance work. The FMBA's proposal could require the expenditure of over \$300,000 if awarded for 2003 and is clearly excessive. The 4% increase will set the EMT differential at \$52.78 per 24 hour period effective January 1, 2003 and \$54.90 effective January 1, 2004. These increases shall also be retroactive to their effective dates. I do not award the FMBA's proposal seeking that I set a manning requirement for Captains beyond what is currently administered.

I award no additional increases in compensation or stipends during the term of the Agreement as I am not persuaded by the record evidence submitted in support of these proposals. These include the FMBA's proposals for additional EMT compensation for assignment to athletic events, an inoculation baseline and maintenance program and additional compensation if EMS services are provided to other jurisdictions.

The FMBA has proposed that all medical benefits described in Article XII, Section 2 be extended to widows of the retiree and to eligible dependents after death of the retiree or active firefighter. The FMBA has justified this proposal, especially in light of the life hazards present in the occupation of firefighter. It shall be awarded to widows and eligible dependents of a retiree or upon the death of an active firefighter employed by the Town who is eligible for retirement

with at least 25 years of service as a Town firefighter or creditable pension in the PFRS. Article XII, Section 2 shall be amended to state:

"Retired members shall receive Blue Cross, Blue Shield, Rider J and Major Medical for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 6 below. All benefits should be extended to widows of the retiree and to eligible dependents after death of the retiree or upon the death of an active firefighter employed by the Town who is eligible for retirement with at least 25 years of service or creditable pension in the PFRS."

I turn next to the issues relating to staff officers. The issues presented by the Town in this proceeding focus mainly on a comparison of the terms and conditions of employment for staff officers versus line personnel and, in particular, an examination of those terms after the change in the department work schedule from 10/14 to 24/72. This work schedule change required a revision and conversion in the calculation of paid time off in the amount of paid time off as expressed in either days or hours unlike line officers. Many of the existing terms for staff officers are built upon practice rather than clear and unambiguous contract language and the Town asserts that they run contrary to those contract terms. There is justification for clarifying these terms and having them directly expressed in the language of the Agreement.

The first issue for review concerns hours of work. The City and the FMBA are in sharp disagreement on this issue. When all of the record evidence is examined, less weight must be given to the FMBA's position that the work hours

for staff officers have been consistent with municipal and Town Hall office personnel than to the Town's position that the work hours for staff officers should be consistent with the 2080 scheduled hours of work for line personnel.

The staff officers currently work a regular shift of Monday to Thursday or Tuesday to Friday from 7:45 a.m. to 4:30 p.m. The workday includes a working lunch. This calculates to 35 hours per week including lunch. The Agreement does not set this schedule and it is set by the Agreement's reference to the Chief having the discretion to assign staff working hours. Because these assignments have more recently been routine and consistent a legitimate issue has been raised as to whether the Chief has the discretion to unilaterally alter staff working hours. The Town's proposals to have steady day men work four (4) ten-hour days in a seven (7) day cycle is not unreasonable. Fire Chief Dolaghan asserts that Fire Chiefs have in the past required staff officers to work a 40 hour workweek based upon the Fire Chief's exercise of discretion. The FMBA places this assertion in dispute but it is not necessary to resolve this dispute nor whether the Chief has had the discretion to revise these hours because the Town has justified that there be a consistency in the number of hours worked.

Article VI provides that overtime rates be computed on the basis of 2080 hours of work per year. Weight must also be given to Chief Dolaghan's opinion that the needs of the department will be furthered by having staff officers on duty for 40 hours per week given their various responsibilities. The interest and

welfare of the public are furthered by implementing the conclusion of the department's managerial executive that a safe and efficient operation of the department will be enhanced by this revised workweek, especially in a department with relatively few paid firefighters. However, the proposal of the Town that the actual days of the week to be worked be assigned by the Chief is an unnecessarily broad grant of authority. Staff officers have a direct interest in having a work schedule which is not subject to abrupt change through unilateral decision-making. For this reason, I will reserve on the details concerning start and stop times and the actual days of the work schedule to be worked pending further discussions on these issues between the Chief and designated representatives of the FMBA. The four (4) ten-hour days shall be inclusive of a working lunch taken on the same basis as what is currently provided. A sixty day period from the date of the issuance of this award should be sufficient time for these discussions to take place. I retain jurisdiction on this issue in the event that an agreement is not reached on the details of the work schedule. Such jurisdiction may be invoked by written application to the arbitrator with service on the other party.

Additional issues have been raised concerning the taking of holiday days off and the amount of vacation leave. There is no dispute that holiday pay was included in base salary for all unit members effective January 1, 2001. After this date, line officers were no longer able to take holidays. However, staff officers have continued to receive holidays off in addition to having holiday pay included

in their base salary. The Town seeks to eliminate holidays for the steady day men on the same basis as all other members of the fire department except for Christmas day if it falls on a work day. According to the FMBA, staff officers have always enjoyed being off on holidays consistent with Town Hall employees and other Town office personnel. The FMBA also seeks to grieve a practice of receiving off on the following day should a holiday fall on a staff officer's scheduled day off. The FMBA further notes that this practice has since been changed to days earned to be used as a floating day within the year in which it was earned.

In evaluating the merits of this issue, I am compelled to conclude, given the system in place for line officers, that there is an incongruity to having holiday pay folded into base while retaining the ability to take a holiday and/or to "earn" a floating day in the event that a holiday falls on a staff officer's scheduled day off. However, I am persuaded that a modification of this practice rather than its elimination is appropriate during this contract term. Accordingly, I award the following procedure. The existing practice with respect to the taking of holidays in the form of a day off or a day earned shall be limited to three days total per year commencing January 1, 2004.

The Town further proposes a modification of the practice concerning vacation days for staff officers. Article VIII sets a vacation schedule for unit members. It states:

A. Members shall be entitled to the following vacation allowance:

Fireman	5 days after six months of service
(New hires hired after 4/17/96)	10 days after two full years of service
	15 days after five full years of service
Fireman	18 work days per annum
Captain	20 work days per annum
Battalion Chief	24 work days per annum
Deputy Chief	24 work days per annum

B. Longevity Vacation:

One (1) additional work day per annum for every five (5) years of service.

The vacation allowance concerning "workdays" must be understood in the context of Article XXXII, Schedule Conversion. This conversion was implemented upon the adoption of the 24/72 work schedule. The schedule conversion at Section E also directly concerns staff vacations. The entire article is set forth below:

Due to the change in the work schedule from a 10-14 shifts to a twenty-four (24) hours, all provisions in this agreement such as vacation, sick leave, personal leave and compensatory time shall be charged accordingly:

A. VACATIONS – can be taken in the following units and charged accordingly:

One-half day – any five (5) hours taken from 0800 to 1800 shall be charged as a half-day vacation.

One-half night – any seven (7) hours taken from 1800 to 0800 shall be charged as a half-night vacation.

Full day – ten (10) hours taken from 0800 to 1800 shall be charged as one (1) vacation day.

Full night – fourteen (14) hours taken from 1800 to 0800 shall be charged as one (1) vacation day.

Full shift – twenty-four (24) hours taken from 0800 to 0800 shall be charged as two (2) vacation days.

- B. PERSONAL DAYS – can be taken in the same manner as vacation days and charged as outlined in Section A above.
- C. SICK LEAVE – a member who calls in sick for 0800 shall be charged for two (2) sick days.
- D. COMPENSATORY TIME – a member may take compensatory time in a minimum of one (1) hour to a maximum of twenty-four (24) hours. A member will be charged for each hour used. Compensatory time requested in units less than four (4) hours can only be granted provided no replacement overtime is needed.
- E. STAFF VACATION INCENTIVE – Staff vacation conversion. All staff vacation to be twelve (12) hours per day in all ranks. Staff vacation may be taken in three (3) hour increments.

The Town contends that the manner in which Article XXXII, Section E has been administered has created the ability for staff officers to take 48 vacation days or two vacation days for each day set forth in the vacation schedule. The FMBA denies that the Staff Vacation Incentive provides for 48 vacation days as

alleged by the Town. According to the FMBA, staff officers do not receive additional vacation days off beyond what is provided for in the schedule, but rather, upon use of a vacation day a staff officer is allotted two days of pay or allowed two days off per each one (1) vacation day used.

In evaluating the merits of this proposal, I note some disagreement as to precisely the manner in which the vacation schedule and vacation incentive has been applied to staff officers. Regardless of how this issue is characterized, it is clear that staff officers are achieving double the value, in money or time, than what unit members receive in accordance with Article VIII, Section A for the ranks from Fireman to Deputy Chief. For example, a Battalion Chief receives a vacation allowance of 24 work days per annum. Article XXXII defines a vacation unit to be one (1) full day for either a ten-hour unit or fourteen (14) hour unit depending upon the hours taken and two vacation days for each twenty-four (24) hours taken. The parties have also negotiated a separate section for the calculation of staff vacation allowances, Section E. Given the clear language in Article XXXII, Section E concerning staff vacation conversion, namely that all staff vacation to be 12 hours per day in all ranks which may be taken in three hour increments, it is reasonable and appropriate for staff vacation days to be calculated based upon the number of days set forth in Article VIII multiplied by 12 hour days for the purpose of creating a vacation leave bank. Accordingly, I award an interpretation of Article VIII and Article XXXII for staff officers to be administered as a vacation leave bank of 12 hours for each day of vacation



allowance now set forth on the vacation leave schedule. Vacations may continue to be taken in three hour increments.

An additional issue raised by both parties concerns the deployment of staff officers. The FMBA seeks to prohibit the Town's assignment of staff personnel to fill in for line personnel except when an emergency occurs while on scheduled duty. The FMBA further seeks to prevent the Town from making a temporary transfer of a staff officer when the purpose of doing so is to save on overtime payments to maintain current set manning levels. The Town disagrees and asserts that its ability to assign a staff member to the line is a managerial prerogative which cannot be negotiated. The Town also asserts that it has made such assignments on many occasions in the past citing the certification of Chief Dolaghan. The FMBA, on the contrary, contends that there is a past practice wherein a staff officer will not be temporarily assigned to a line position unless he or she voluntarily agrees except when there is an emergency. The record also reflects that there has been litigation on this issue during recent months in the form of an unfair labor practice. The parties have agreed to a "stand still" agreement during the pendency of the interest arbitration.

A reasonable balance must be struck on this issue which can accommodate the needs and protect the rights of all parties in the interests of economy, efficiency and safety. An additional factor is the acknowledgement of staff officer job descriptions. The Town has established circumstances under

which departmental needs are served by assigning a staff officer to line duty. Such assignments should not be routine but circumstances may exist where the Chief should have the discretion to make such an assignment without having to declare an actual emergency. Thus, I award language which would allow for the Chief to make the assignment of a staff officer to a line position on a non-routine basis when the Chief determines that such assignment is required by departmental needs. Because staff officers will have a work schedule of 10 hours duration, the Chief's authority to make such assignments shall be limited to the normal work hours a staff officer is normally scheduled to work. This will protect the work schedule for staff officers who do not work a 24/72 hour schedule. Any such assignments must also be compatible and consistent with the job classification requirements set forth by the New Jersey Department of Personnel.

Certain additional items which have been proposed remain for consideration. The FMBA has proposed that EMS manning – riding assignments should be, apart from those who volunteer to ride, on a seniority basis so that the least senior employees would be assigned primary EMS duties. The FMBA asserts that this language reflects departmental practice. Although the record does not indicate otherwise, in the absence of evidence that this method for the allocation of assignments has been abused or unilaterally altered, I do not award language on this issue. Alterations to practice may be pursued through the grievance procedure.

## **AWARD**

1. All proposals by the Town and the FMBA 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. **Duration**

The term of the existing agreement shall be modified to extend through December 31, 2006.

3. **Salaries**

Each step of the salary schedule shall be increased by 4% effective on January 1, 2005 and 4% effective January 1, 2006. This shall serve as an extension to the duration of the agreement, contained in Article XXXV, through December 31, 2006. The salary schedule shall read:

	<b>2004</b>	<b>2005 4.0%</b>	<b>2006 4.0%</b>
Deputy Chief	\$99,232	\$103,201	\$107,329
Battalion Chief	\$91,808	\$95,480	\$99,299
Fire Captain	\$84,384	\$87,759	\$91,269
Fire Prevention Specialist, UFD	\$70,941	\$73,778	\$76,729
Fire Sub-Code Official	\$12,459	\$12,957	\$13,475

Firemen Salary on Initial Appointment	<b>2004</b>	<b>2005 4.0%</b>	<b>2006 4.0%</b>
Year One Hire/Begin (Step A)	\$27,500	\$28,600	\$29,744
Beginning Year Two	\$38,379	\$39,914	\$41,510
Beginning Year Three	\$46,631	\$48,496	\$50,436
Beginning Year Four	\$49,814	\$51,806	\$53,878
Beginning Year Five	\$52,544	\$54,645	\$56,831
Beginning Year Six	\$55,738	\$57,967	\$60,286
Beginning Year Seven	\$59,667	\$62,053	\$64,535
Beginning Year Eight	\$65,182	\$67,789	\$70,500

4. **Health Insurance**

Article XII, Section 2 shall be modified effective January 1, 2004 to add "Widows Benefits" as follows:

"Retired members shall receive Blue Cross, Blue Shield, Rider J and Major Medical for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 6 below. All benefits should be extended to widows of the retiree and to eligible dependents after death of the retiree or upon the death of an active firefighter employed by the Town who is eligible for retirement with at least 25 years of service as a Town firefighter or creditable pension in the PFRS."

5. **Payments for EMS**

Article XIX, Section 3 shall be modified retroactive to their effective dates to read:

Effective January 1, 2003, all unit employees with EMT certification shall receive a differential of .75% and effective January 1, 2004 a differential of 1.0%.

Emergency Medical Services: Effective 1/1/99, all unit employees shall be required to obtain and maintain EMT Certifications. Effective 1/1/99, the joint EMS stipend will be eliminated. Stipends for Emergency Medical Services shall be as follows:

	1/1/2003	1/1/04
Deputy Chief	\$1040 per year	\$1082 per year
Battalion Chief	\$1040 per year	\$1082 per year
Captain	\$936 per year	\$974 per year
Firefighter	\$260 per year	\$270 per year

This stipend shall be payable the following February from the year in which it is earned. These payments shall be one time only, not included in base salary, and not subject to longevity or overtime or other rates. An employee who worked part of the year shall receive a pro rata stipend.

Effective January 1, 2003, firefighters who work the EMT program shall be paid \$52.78 per 24 hour period, payable in the next year after earned. Effective January 1, 2004, firefighters who work the EMT program shall be paid \$54.90 per 24 hour period, payable in

the next year after earned. This payment shall not be included in base salary, and not subject to longevity or overtime or other rates. An employee who works part of a 24 hour day shall be paid pro rata.

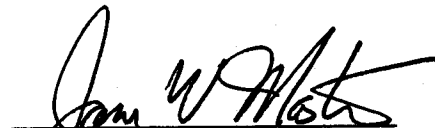
6. **Staff Officers**

Effective within sixty (60) days of this Award, the work schedule for Staff Officers shall be four (4) ten-hour days in a seven (7) day cycle to include a working lunch in the same amount of length as currently provided. Issues concerning start and stop times and the actual days of work in the work schedule shall be discussed between the Chief and designated representatives of the FMBA. I retain jurisdiction on this issue in the event that an agreement is not reached on the details of the work schedule. Such jurisdiction may be invoked by written application to the arbitrator with service on the other party.

The existing practice with respect to the taking of holidays in the form of a day off or a day earned shall be limited to three (3) days total per year commencing January 1, 2004.

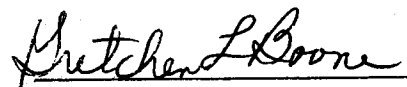
Effective January 1, 2004, Article XXXII, Section E shall be modified to reflect that the vacation allowance for staff officers shall be calculated based upon the number of days set forth in Article VIII, Section A times twelve (12) hours. A vacation leave bank for each staff officer shall be developed setting forth each staff member's annual bank. Vacations may continue to be taken in three (3) hour increments.

Dated: January 16, 2004  
Sea Girt, New Jersey

  
James W. Mastriani

State of New Jersey     }  
County of Monmouth    }ss:

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

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