

**STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of Interest Arbitration)	
)	
Between)	PERC Docket No. IA-96-71
)	
TOWNSHIP OF EDISON)	
)	
and)	
)	
EDISON FIRE FIGHTERS ASSOCIATION)	
LOCAL 1197, I.A.F.F., AFL-CIO)	OPINION AND AWARD
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Before: J. J. PIERSON, Esq., Interest Arbitrator

For the Township of Edison:

Eric Martin Bernstein, Esq.
Catherine M. Elston, Esq. (On the Brief)
Frank DeRosa, Chief Financial Officer
Albert Lamkie, Chief - Division of Fire

For the Firefighters Association:

Raymond G. Heineman, Esq.
Robert Yackel, President, Local 1197, IAFF

The undersigned was appointed to serve as Interest Arbitrator by the New Jersey Public Employment Relations Commission ("PERC") in the impasse between the herein named parties. Appointment was made pursuant to N.J.A.C. 19:16-5.6 (See Appointment letter dated July 24, 1997) under proceedings initiated and conducted under the "Police and Fire Public Interest Arbitration Reform Act". N.J.S.A. 34:13A-14 et seq.

BACKGROUND:

The Township of Edison (hereinafter, the "Township" or the "Employer") and the Edison Firefighters Association, Local 1197, I.A.F.F., AFL-CIO (hereinafter, the "IAFF" or the "Union") are parties to a series of Collective Bargaining Agreements, the most recent of which reflects the effective dates of January 1, 1992 through December 31, 1995. (see Joint Exhibit J- 1, referenced hereinafter as the "Agreement").

In addition, the Township and the IAFF have executed amendments, including the Addendum dated September 25, 1991, which extends terms and conditions of employment for employees in the classification of Firefighter/E.M.T. (See J-1A, hereinafter referenced as the "EMT Addendum").¹ The EMT Addendum provides for the recognition of Firefighter/EMTs, sets forth the conditions of their employment and contains a reopener clause for salary negotiations and reads as follows (see J-1A):

ARTICLE #1 RECOGNITION

Sec. #1 After the word "FIREFIGHTER" Insert the title Firefighter/EMT.

ARTICLE #4 DUTIES OF FIREFIGHTERS

Sec. #1 After the word Training insert Emergency Medical response.

It is agreed that the Edison Firefighters Union will respond to Emergency Medical calls when there is NO VOLUNTEER FIRST AID SQUADS available to respond during the hours 0700-1600 hrs. Monday thru Friday.

This response will be by way of Fire/Rescue having Assigned on a voluntary basis Two (2) Emergency Medical Technicians licensed in the State of New Jersey.

The Township of Edison Agrees to provide liability insurance for those Firefighter/EMT's who respond to Emergency Medical Calls. This is Accordance with the Collective Bargaining Agreement Article #9.

The Township agrees to re-open the collective bargaining agreement for the purpose of negotiating these NEW duties on the subject of Salary, Benefits and working conditions to commence January 1, 1991.

It is understood that these NEW duties will severely strain the manpower that presently exists in the Fire Department and that the Township will endeavor to add to the ranks of the Fire Department as soon as economically possible.

The addendum was incorporated into the 1992-1995 Agreement by virtue of the "prevailing rights" clause, Article 19, of the Agreement. . .

1. For purposes of the record, Exhibits are identified by the following reference: (J-) for Joint Exhibits; (U-) are Union Exhibits; (T-) for Township Exhibits.

The present interest arbitration is limited in scope and solely concerns the issue of additional pay for Firefighter/EMTs, i.e., Township Firefighters who are also certified as Emergency Medical Technicians, when on duty and acting in an EMT capacity.

The Township currently employs 32 E.M.T.s,² of whom 29 possess E.M.T.-D licensure and three possess E.M.T.-A licensure (currently E.M.T.-B). The E.M.T.-D licensure requires additional training beyond that of an E.M.T.-A and authorizes the EMT to operate an Automatic Defibrillator in responding to cardiac emergencies.

Aside from licensure levels, the bargaining unit currently earns a differential of \$.63 per hour for: (1) each shift to which EMT qualified firefighters are assigned to a fire rescue vehicle (which accounts for about 62% of their regularly scheduled hours); and (2) each occasion (two hours minimum) that EMT qualified firefighters are sent on an EMT call while assigned to fire suppression (which is about ten to twelve calls per year for each member). This differential of \$.63 per hour has been in effect since 1989.

In September of 1995, the IAFF advised the Township that it sought to reopen the labor agreement concerning the terms and conditions of the Firefighter/E.M.T.³ The parties subsequently negotiated an agreement on a variety of non-economic issues, including the development of staffing and operational protocols, training, health and safety, and liability insurance. (J-2). The Memorandum of Agreement provides for the following (See J-2):

2. The record conflicts on the numbers of EMTs employed by the Township. Asserting that four EMTs have allowed their certifications lapse, the Township represents that there are 33 firefighters who are certified EMTs. The IAFF represents that there are 32 firefighter/EMTs. The effective number is not of paramount importance.

3. In the Fall of 1993, the IAFF sought to negotiate new terms and conditions of employment for its members under reopener clauses found within the parties' Agreement (Article 48) and EMT Addendum. Negotiations proved unsuccessful, resulting in the IAFF filing for interest arbitration (under Docket No. IA-95-80) and PERC appointing Joel M. Weisblatt as Interest Arbitrator in the matter. Upon the request of the Township and consent of the IAFF, Arbitrator Weisblatt subsequently limited his jurisdiction of the interest arbitration to non-EMT issues. The parties subsequently entered into a Memorandum of Agreement resolving the outstanding non-E.M.T. related issues on June 18, 1996. (See J-3). There was no agreement on economic terms, which the IAFF now addresses.

1. EMT Refresher Core Training and EMT-D Training shall be done in-house and provided by the Township Fire Department in February, 1997 and 1998 and every other year, thereafter. Training will be provided off-shift and employees will not receive overtime compensation for attending EMT Refresher Core Training and EMT-D Training.

2. The Township shall maintain normal crewing on Fire Rescue equipment of one driver and two Firefighter/EMTs and will not maintain a minimum crew of less than two Firefighters/EMTs, if to be used for emergency medical service. Two member crews shall not be broken up or separated and a crew member shall not be assigned to ride alone in a volunteer ambulance without a partner. In the event of medical necessity or the need to accompany a member of the opposite sex to a medical facility, a crew at minimum manning will have the discretion to leave their Fire Rescue vehicle parked on the side of the road and to call for a Township police officer or firefighter to provide coverage for the Fire Rescue vehicle.

3. Two EMT-Ds shall normally be assigned to any Fire Rescue unit equipped with a defibrillator. In the event a minimum of two EMT-Ds, or other personnel licensed by the State of New Jersey, are not assigned to a Fire Rescue unit, the defibrillator may be used at the discretion of the EMT-D.

4. The Township Health Department shall be responsible for the inoculation and testing of all Firefighters/EMTs against Hepatitis-B, Tuberculosis and other communicable diseases. The Township Health Department shall maintain all health records for Firefighters/EMTs.

5. As part of the general liability insurance coverage provided by the Township, the Township shall provide Firefighters/EMTs with professional malpractice insurance.

The parties were unable to resolve their dispute regarding economic terms and whether the Firefighter/EMTs were entitled to an increase in their pay differential (currently, \$.63 per hour). As a result of this impasse, the IAFF petitioned the Public Employment Relations Commission seeking compulsory interest arbitration on issues arising out of the EMT Addendum. PERC appointed the undersigned to serve as Interest Arbitrator on the outstanding EMT issues.⁴

4. PERC upheld Local 1197's request for the reopener of the E.M. T. addendum be handled separately from the ongoing interest arbitration between the parties for a renewal collective negotiations agreement in Docket No. IA-97-88, currently pending before Arbitrator Joel Weisblatt.

INTEREST ARBITRATION

Interest Arbitration is permitted in labor disputes for the public fire and police departments within the State of New Jersey per N.J.S.A. 34:13A-14 et. seq.. The statute provides that, in the event the parties do not agree on any designated acceptable terminal procedures or do not fashion one of their own with the approval of PERC, the mandatory procedures of the statute shall be implemented. Such is the case herein, and pursuant to N.J.S.A. 34:13A-16(d)(2), the impasse in the negotiations herein are to be resolved by "conventional arbitration".⁵ The statute further provides (under Subsection 3(d) of the Act) that the appointed Arbitrator is directed to "separately determine whether the total net annual economic changes for each year of the agreement are reasonable under the eight statutory criteria set forth under [N.S.A. 34:13A16g]."

STATUTORY CRITERIA

The criteria which require consideration are listed under the statute (at N.J. S.A. 34:13A16g) as follows:

1. The interests and welfare of the public. Among the items the arbitrator ... 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 wage, hours, and conditions of employment of other employees performing the same or similar service 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.

5. This Arbitration is governed by the "Police and Fire Public Interest Arbitration Reform Act" pursuant to P.L. 1995, c.425, which was signed into law on January 10, 1996 and establishes "conventional arbitration (as opposed to last and final offer arbitration which had existed in the prior statute as the terminal procedure to be utilized when... unable to reach a new collective agreement contract).

- (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, that 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, salaries, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits and all other economic benefits received.
 4. Stipulation of the parties.
 5. The lawful authority of the employer. Among the items the arbitrator ... 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.).
 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 ... shall take into account, to the extent the 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 of 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 a proposed local budget.
 7. The cost of living.
 8. The opportunity and stability of employment including seniority factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours and conditions of employment through collective bargaining between the parties in the public service and in private employment. "

The statute further requires that the Arbitrator:

Shall decide the dispute based on a reasonable determination of the issues, giving due weight to [the above listed factors] ... and ... indicate which of the factors are deemed relevant, satisfactorily explain why other are not relevant, and provide an analysis of evidence on each relevant factor. See Id.

Mediation

The statute recognizes and encourages the voluntary settlement of public sector contracts and, as such, permits the named Interest Arbitrator to initiate proceedings with mediation efforts. The Act provides that "[T]hroughout formal arbitration proceedings the chosen arbitrator or panel of arbitrators may mediate or assist the parties in reaching a mutually agreeable settlement." see P.L. 1995, c. 425. Section 2 , Subsection 3f (3).

In the present case, a mediation session was conducted on October 17, 1997. The parties described their positions, submitted their arguments, and caucused with this Arbitrator in order to explore the possibility of a voluntary settlement. However, the inherent pressures of the upcoming municipal election dampened the thought of potential resolution and precluded any potential for settlement.

Hearings

The parties proceeded to formal arbitration hearings with the understanding that information disclosed during the mediation efforts would be held in confidence and not be relied upon nor referred to by this Arbitrator as "evidence" in the arbitration or the award.

Hearings were conducted on November 13, and December 23, 1997, with due notice given to the parties by this Arbitrator. The parties were afforded full opportunity to present evidence and argument, including post hearing briefs, in support of their positions.

Appearances in Order of Testimony

Robert Yackel, Firefighter, Local 1197 President
Duane Borwegan, Firefighter/EMT
Mark Anacker, Firefighter
Greg Gush, Firefighter
Albert Lamkie, Chief - Division of Fire

Exhibits

Joint Exhibits:

- J-1 Collective Bargaining Agreement
- J-1A Addendum
- J-2 Memorandum of Agreement
- J-3 Arbitrator Weisblatt - Memorandum of Agreement

Union Exhibits:

- U-1 Memo re: activity reports
- U-2 Employee list
- U-3 New Brunswick CBA
- U-4 Weehawken CBA
- U-5 Elizabeth CBA
- U-6 Cranford CBA
- U-7 Hillside Agreement
- U-8 Maplewood CBA
Clifton CBA
- U-9 1997 Municipal Data Book
- U-10 1997 Legislative Directory
- U-11 Cost of Union Proposal

Township Exhibits:

- T-1 Comparison of Firefighters CBAs
- T-2 1996 NJ Legislative District Data Book
- T-3 1994-1995 NJ Municipal Data Book
- T-4 1995-1996 NJ Municipal Data Book
- T-5 Memo re: current EMT-Ds
- T-6 CBA between Edison and PBA, Local 75
- T-7 CBA between Edison and SOA, Local 75
- T-9 CPI data
- T-10 10/13/97 article re: employment report
- T-11A Fire Report 12/22/97
- T-11B EMS Trip Report (blank)

Final Positions of the Parties

Township of Edison:

While initially taking the position that it would consider rolling an increase into the 1998 and 1998 contract years, at the close of the hearing, the Township offered no increase in the existing E.M.T. differential.

Local 1197, IAFF:

By correspondence dated January 28, 1998, Local 1197 modified its final offer as follows:

1. The E.M.T. differential shall be set at 3% for E.M.T.-A, 5% for E.M.T.-D and 6% for Senior E.M.T., retroactive to January 1, 1994.
2. The E.M.T. differential shall be payable to E.M.T.s when assigned to fire rescue or when performing EMS work while assigned to fire suppression.

Summary of Positions

The IAFF submitted its goal as providing for a fair E.M.T. differential, properly compensating Firefighter/E.M.T.s for their duties and remedying the inadequacy of the current differential. The IAFF thereby proposed increases on the basis that differentials had not only remained static since 1989, but failed to recognize the increased skills, licensure requirements and duties of the E.M.T.-Ds. The IAFF additionally sought an increase to the differential paid Senior EMTs with the justification that this position encompassed "lead responsibilities" for which there was no corresponding compensation.

With respect to the cost of its proposal, the IAFF submitted that its demands would operate to salvage employee morale without having a significant impact on the Township budget. In sum, the IAFF maintained that its proposal was more reasonable and should be awarded.

The Township simply took the position that there was no financial justification for increasing the amount of \$.63 per hour for which the EMTs are currently compensated and no support for the increases sought by the Union. The Township requested that the Union's position be denied.

Considerations Under the Statutory Criteria⁶

1. **The interests and welfare of the public. Among the items the arbitrator ... 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.).**

Although a "silent party"⁷ to the interest arbitration process, the public inevitably bears the weight of its outcome, in terms of both cost and quality of services provided. In an interest arbitration the employer will generally speak on behalf of the public interest with the objective of containing the cost of employee services. Here, however, the Township did not directly address the "public interest" criteria. Alternatively, in support of its position for increased differentials, the IAFF cited its concern for the "public interest" in providing quality medical emergency service.

The IAFF argued it was "undisputed" that Firefighter/EMTs provide a high level of emergency medical services to the Township and surrounding communities. Notwithstanding, the Union asserted that fair compensation issues threaten the existing quality of EMT service. More specifically, the IAFF argued that, as the EMT differential has failed to keep pace with inflationary rates and the increasing responsibilities assigned to EMTs, employee morale and the incentive to maintain EMT licensure has diminished.

The Union presented strong support for its position. Without question, the differential paid to EMTs has remained static for nearly nine years despite additional training requirements for EMT licensure and increased job complexities and hazards. As credibly indicated through testimony, the EMT lead position within the unit carries special supervisory and administrative responsibilities for which there is no additional compensation. When contrasted with other "superior safety officers" within the Township, there is an apparent absence of a differential for elevated duties. While perhaps not equivalent in duties assumed by other superior safety officers, the holders of EMT lead positions are entitled to additional compensation for increased duties and responsibilities.

6. **Note:** Based on the limited issue in resolution, the parties entered into a detailed Stipulation relating to considerations under the Statutory Criteria. These stipulations will therefore appear twice, under the applicable criteria and under the criteria "4. Stipulations of the Parties".

7. See Hillsdale PBA Local 207 vs. Borough of Hillsdale, 137 NJ 71, 82-82 (1994).

As revealed through the testimony of bargaining unit members, this Arbitrator recognizes that increased responsibilities without added compensation have negatively impacted employee morale and, while duties are performed at professional levels, the success of the EMT program and the difficulty in seeking and retaining EMT qualifications will be diminished as static compensation erodes morale. Accordingly, it is this Arbitrator's opinion that an increase to the EMT differential would serve the public interest, provide added incentive to those undertaken the additional duties of an EMT and permit the Township to maintain the pool of individuals trained with the knowledge of EMT.

2. **Comparison of the wages, salaries, hours and conditions of employment of the employees involved in the arbitration proceedings with the wage, hours, and conditions of employment of other employees performing the same or similar service 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.**

It was stipulated that there are no equivalent private sector position to a Firefighter/EMT.

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

It was stipulated that the parties would submit all Township of Edison public safety contracts, but no other public employee collective bargaining agreements.

It was also stipulated that there are no other Township of Edison employees performing paid EMT duties. But while the parties stipulated that no other public employees provided emergency medical services within the Township, the IAFF utilized internal employment comparisons to validate increased differentials for Senior and Lead EMTs. In this respect, the IAFF focused upon increased rank differentials paid to other public safety officers in the Township which revealed a wage differential of 12 1/2% paid to superior officers of the Fire Department⁸ and a similar

8. See T-8 at Article XXVII, Section 3.

differential paid to Township police at each rank in the Police Department⁹. Testimony of Union witnesses credibly revealed that Senior (or Lead) EMTs carry greater responsibility through supervision and administrative duties.

In light of the above, it is this Arbitrator's opinion that the position of senior/lead EMT is somewhat analogous to other superior safety officers within the Township and that a rank differential would not be inappropriate.

- (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, that each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.**

It was stipulated that the parties would submit all Township of Edison public safety contracts, but no other public employee collective bargaining agreements.

Comparisons were drawn with eight other New Jersey municipalities where paid firefighters also provide EMS services. The municipalities of Clifton, Cranford, Edison, Elizabeth, Hillside, Maplewood, New Brunswick and Weehawken were utilized for purposes of comparison. Calculating each municipality's EMT differential into an annual benefit¹⁰, the IAFF offered the following comparative chart for consideration:

<u>Municipality:</u>	<u>E.M.T. Differential as an Annual Benefit</u>
Clifton	\$1,200 E.M.T.-A/\$1,500 E.M.T.-D
Cranford	\$2,850 per 57 shifts of 16 or 14 hours
Edison	\$861 per 57 shifts of 24 hours
Elizabeth	\$900
Hillside	\$3,173 in 1998
Maplewood	\$1,250
New Brunswick	\$726 in 1998
Weehawken	\$1,000
Edison (Proposed)	\$988 E.M.T.-A/\$1,647 E.M.T.-D

9. See Article XXVIII, Section C of the Agreement between the Township and Policeman's Benevolent Association, Local 75.

10. Municipalities vary in the method by which the EMT differential is distributed --- as an annual benefit, as a per day or per hour differential, or as a percentage of base salary.

The IAFF asserted that, of the eight communities, only New Brunswick currently paid a lower annualized E.M.T. differential than Edison. With respect to comparative costs under its proposal, the Union commented that even with the requested increases, its members would rank comparability low among peer communities with similar affluence and tax structures. In this connection, the Union highlighted that among the municipalities used in comparison, Edison is the second largest in population, the largest in area but also the least densely populated. The IAFF maintained that, in comparison, Edison has the third highest median family income and average residential property value but the lowest equalized municipal government tax rate of the cited municipalities.

The Township alternatively offered a comparative chart which converted the contractual provisions of the foregoing communities to “Edison circumstances and/or specifics”, thereby indicating the following:

<u>Municipality</u>	<u>E.M.T. Benefit as an Annual Benefit</u>
Clifton	\$49,500.
Cranford	\$182,500. ¹¹
Elizabeth	\$9,900-29,700.
Hillside	\$25,990-68,948.
Maplewood	\$41,250.
New Brunswick	\$5,000-24,000.
Weehawken	\$33,000.

It was the Township’s position that utilizing the Union's proposal would place the Township's EMT costs at a much higher amount than those in the municipalities relied upon by the IAFF for comparison purposes.¹² That assertion was not proven.

11. However, the Township noted that the annual cost to Cranford is only \$36,500.

12. Whether the chart submitted by the Township is to indicate that the cost to other municipalities would be greater if “Township circumstances” were adopted or if the cost to the Township would be greater if the other municipalities were converted to the circumstances of the Township is unclear. If the chart is submitted in a matter to prove that “any of the contractual provisions of the above municipalities would result in higher costs to the Township” means that the present provisions of the Township are adequate, the explanation is confusing.

In this Arbitrator's opinion, the cost of the EMT differential should be in comparable position to the EMT paid by the municipalities providing added incentive to those undertaking the additional responsibilities of an EMT. It would appear that an annual percentage of base salary permits the EMT to remain in a comparable position within the community and in consonance reflect

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

The overall compensation package paid by the Township to the Firefighters represented by Local 1197 includes wages, vacations, holiday pay and health, welfare and pension benefits. The overall package is comparable to those paid to other public safety employees of the Township.

When considering that no other Township employees, aside from the Firefighter EMTs, perform emergency medical services, it is reasonable for the overall compensation of Firefighter EMTs to reflect the additional duties and responsibilities.

4. Stipulation of the parties.

The parties entered into a Memorandum of Agreement resolving the non-economic items in dispute and, in addition, submitted a list of Stipulations relating to the statutory criteria. Those stipulations follow:

1. Neither the Union nor the Township's offer implicate or impede the CAP law.
2. There are no equivalent private sector positions to a Firefighter/EMT.
3. There are no other municipal employees in the Township performing paid EMT duties.
4. The parties will submit all Township public safety contracts, but not other municipal employee contracts with the Township.

5. The parties will submit contracts of other Fire Departments providing EMT services.
6. The parties have submitted existing collective bargaining agreements and memorandum of agreements and drafts of other resolved items (non-economic).
7. The parties will submit a cost analysis on firefighters' and Township's proposals and scatter grams.
8. Any differential awarded will not have a significant impact on the municipal tax rate.
9. The parties will not submit FY 1995-1997 budget and arbitrators' rulings based on stipulation number 8 above.
10. The parties will submit COLA materials to the Arbitrator.

5. **The lawful authority of the employer. Among the items the arbitrator ... 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.).**

The parties stipulated that neither the Union nor the Township's offer implicate or impede the CAP law. It is this Arbitrator's opinion that the Local's proposal is within the Employer's lawful authority under the Cap Law.

6. **Financial Impact.**

While the parties stipulated that the increases proposed by the IAFF would not have a significant impact on the municipal tax rate, it is understood that any increase would nevertheless have a financial impact on the Township. While the parties could not agree on the cost of the proposed increases, each submitted a cost analysis.

Increase in Annual Cost of EMT Service Under the IAFF Proposal

<u>IAFF Calculation</u> ¹³	<u>Township Calculation</u> ¹⁴
1994 \$ 8,698	(no figure offered)
1995 10,004	\$ 7,093.67
1996 11,685	14,064.46
1997 28,978	30,310.85
1998 30,695	38,339.93

Examination of the parties' cost out analysis reveals that the Union relied upon assumed hours worked and the average hourly pay of bargaining unit members while the Township calculated their analysis from actual hours worked¹⁵ and actual hourly rates.

Irrespective of disagreement in the actual cost analysis, under either parties' calculations, the increases sought by the Union represent an increased cost to the Township. However, when evaluated within the Township's total budget and weighed against Edison's economic strengths, the impact of such costs is not significant.

7. Cost Of Living

The record reveals that while the stipend paid to bargaining unit has remained static, the cost of living has increased at a relatively modest level since 1989. The Union presented the Consumer Price Index (C.P.I.) for urban wage earners in Northern New Jersey to argue that the CPI had increased to 166.7 in August, 1997 - a 2.1% increase over August, 1996 and a 33.25% increase over January, 1989. While these figures could deceive the reader, there is little use of the CPI figure to support the request of the IAFF. The overall compensation of the Firefighters would have to be analyzed before anyone would venture a conclusion that they are behind in compensation increases when compared to the cost of living or consumer price index.

13. These figures are drawn from calculations set forth in Union Exhibit U-11.

14. These figures are drawn from calculations set forth under Appendix A to the Township brief.

15. Projected costs for 1998 were based on the Union's estimate of 43,800 hours.

8. **The opportunity and stability of employment including seniority factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours and conditions of employment through collective bargaining between the parties in the public service and in private employment."**

While the Employer did not comment upon this criteria, the Union maintained that the increases sought would counteract the loss of morale among paid firefighters/EMTs and represent a fair effort to compensate the bargaining unit for its expanded role in providing Emergency Medical Services, in work load and increased duties. Who could disagree.

The proposed increases will certainly represent the recognition of performance and services.

Accordingly, this Arbitrator awards the IAFF with a reasonable compensation for those employees serving as Emergency Medical Technicians. This Arbitrator has attempted to compensate the unit members serving in the various levels of emergency medical service through a compensation approach reasonable and proper for their performance and duties. There has been an obvious increase in the training required and the equipment now utilized on a regular basis¹⁶, as well as the potential exposure to infectious diseases. It is concluded that this Award meets that goal within the address of the statutory criteria.

This matter was decided on a reasonable determination of the limited issue of compensation for firefighter/EMTs, giving due weight to the stipulations, financial impact and comparabilities and reviewing other factors deemed relevant by the parties in this matter.

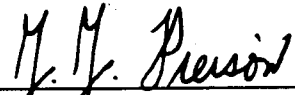
15. The duties of the emergency medical services include first responder, medical transport, cardiac defibrillator, vehicle extraction and rescue work.

Having considered the evidence in the context of the relevant statutory criteria, this Arbitrator issues the following:

AWARD

1. The Emergency Medical Technician's differential shall be set at three percent (3%) of base salary for "E.M.T.-A"; five percent (5%) of base salary for E.M.T.-D and six percent (6%) of base salary for Senior E.M.T., effective and retroactive to January 1, 1996.
2. The Emergency Medical Technician's differential shall be payable to EMTs when assigned to fire rescue or when performing EMS work while assigned to fire suppression.
3. The Township of Edison shall calculate the differential applicable to each EMT and issue payment of retroactive entitlements within a reasonable period of time, not to exceed the third regular payroll after the date of this Award.

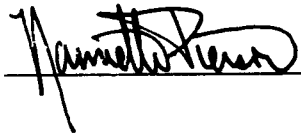
Dated: April 19, 1998



J. J. PIERSON, Esq.
Arbitrator

STATE OF NEW JERSEY)
:SS
COUNTY OF MORRIS)

On the 20th day of April, 1998 before me personally came and appeared J. J. PIERSON, ESQ., to me known and known to me to be the person described herein who executed the foregoing instrument, and he acknowledged to me that he executed the same.



NANNETTE PIERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar 5, 2001