

D.R. NO. 82-14.

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION
BEFORE THE DIRECTOR OF REPRESENTATION

In the Matter of

COUNTY OF CAMDEN,

Public Employer,

-and-

LOCAL 2778, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO,

DOCKET NO. RO-81-43

Petitioner,

-and-

NEW JERSEY CIVIL SERVICE ASSOCIATION
COUNCIL #10,

Intervenor.

SYNOPSIS

The Director of Representation dismisses a Petition for Certification of Public Employee Representative seeking a separate negotiations unit for fire and ambulance dispatchers employed by the County of Camden. The Petitioner asserted that the dispatchers were entitled to separate representation because of their eligibility for interest arbitration benefits accorded to firefighters under the Police and Fire Compulsory Arbitration Act. The Director concludes that the dispatchers are not firefighters because they are not engaged in firefighting activities.

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Intervenor.

Appearances:

For the Public Employer
Dorf & Glickman, P.C.
(Steven S. Glickman of counsel)

For the Petitioner
Trimble & Master, attorneys
(John W. Trimble of counsel)

For the Intervenor
Joseph A. Carmen, attorney

DECISION

On September 15, 1980, a Petition for Certification of Public Employee Representative was filed with the Public Employment Relations Commission (the "Commission") by Local 2778, International Association of Fire Fighters, AFL-CIO ("Local 2778")

seeking to represent approximately 22 fire and ambulance dispatchers employed by the County of Camden (the "County"). New Jersey Civil Service Association, Council #10 ("Council 10"), the current representative of the employees in question, was granted intervenor status in this proceeding.

Pursuant to a Notice of Hearing, a hearing was held before Hearing Officer Robert Anderson, Jr., on April 9, 1981. At the hearing all parties were given an opportunity to examine and cross-examine witnesses, to present evidence and to argue orally. All parties were provided the opportunity to submit post-hearing briefs. Council 10 filed a post-hearing brief in support of its continued representation of the employees in question. Thereafter, on July 30, 1981, the Hearing Officer issued his Report and Recommendations, a copy of which is attached hereto and made a part hereof. No party has filed exceptions to the Hearing Officer's Report and Recommendations. The undersigned has considered the entire record herein, including the Hearing Officer's Report and Recommendations, the transcripts and exhibits, and on the basis thereof, finds and determines as follows:

1. The County of Camden is a public employer within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the "Act"), is the employer of the employees who are the subject of this Petition and is subject to the provisions of the Act.

2. Local 2778, International Association of Fire Fighters, AFL-CIO and New Jersey Civil Service Association

Council #10, are employee representatives within the meaning of the Act and are subject to its provisions.

3. Local 2778 seeks to represent a unit consisting of fire and ambulance dispatchers employed by the County of Camden. Local 2778 is neither the recognized nor certified employee representative of these employees at the present time. Council 10 currently represents the employees in question within a broad-based, countywide negotiations unit.

4. The parties have stipulated that the sole disputed issue in this case is whether the County's fire and ambulance dispatchers are employees engaged in firefighting within the meaning of Chapter 85, P.L. 1977 N.J.S.A. 34:13A-14 et seq., the Police and Fire Compulsory Arbitration Act.

5. Local 2778 contends that the employees in question are firefighters by virtue of their training, experience and expertise in performing duties which are necessary to the firefighting function. Accordingly, Local 2778 argues that the dispatchers should be represented in a unit solely comprised of these "firefighting" employees, and thus they would be eligible for coverage under Chapter 85.

6. Council 10 argues that the disputed employees are not engaged in firefighting, and therefore should remain in its existing unit. Council 10 argues that the employees in the disputed dispatcher titles are not firefighters within the meaning of the Act since they have no specific training in firefighting, there is no requirement that they have any firefighting experience,

and, with the exception of a once-a-month field operation, fire and ambulance dispatchers work at the County Communications Center operating the switchboard and keeping and maintaining records.

The County has not taken a position with respect to the disputed issue.

7. The Hearing Officer found that the County's fire and ambulance dispatchers are not "employees engaged in firefighting" within the meaning of the Police and Fire Compulsory Arbitration Act. Accordingly, he recommended that these employees continue to be in Council 10's broad-based countywide unit and that Local 2778's Petition be dismissed.

N.J.S.A. 34:13A-15 defines a public fire department as " ... any department of a municipality, county, fire district or the State or any agency thereof having employees engaged in firefighting provided that such firefighting employees are included in a negotiating unit exclusively comprised of firefighting employees." (emphasis supplied).

In In re City of Hackensack, D.R. No. 79-27, 5 NJPER 150 (¶ 10085 1979), the undersigned examined the duties of certain employees performing functions within a fire department and determined that they did not perform firefighter tasks and in fact performed tasks substantially different from firefighting. The undersigned concluded that the employees were not firefighting personnel and that they should not be included in a unit with firefighters since such inclusion would deprive the firefighting

personnel of coverage under Chapter 85. Accordingly, in order to attain eligibility for the statutory compulsory arbitration benefits, it must be demonstrated that the individuals must actually be "engaged in firefighting."

An analysis of the record reveals that the fire and ambulance dispatchers never participate in the physical act of fighting fires. Moreover, with the exception of an occasional on-the-scene field communications assignment, these employees are not present at the actual fire. However, on the occasion when they are present they do not engage in the physical act of firefighting, but rather they serve a communications function. Fire and ambulance dispatchers are not required to have any firefighting training or experience, and no firefighting training is provided to them during their tenure as fire and ambulance dispatchers. Instead, an examination of the record herein indicates that what is most valuable to the dispatchers in terms of education and experience are communications-related skills. Although the dispatchers, in the course of performing their function, acquire a knowledge of fire equipment, the deployment of manpower, methods employed in extinguishing various types of fires -- which knowledge is far in excess of the knowledge possessed by the average lay person -- this information is essentially utilized as part of their communications functions and does not elevate them into the ranks of actual firefighters.

In In re City of Newark, D.R. NO. 81-18, 7 NJPER 3 (¶ 12002 1980), the undersigned considered whether identification officers, communications officers, supervising police property

clerks and linemen were "employees engaged in performing police services," within the meaning of the Arbitration Act. With respect to police communications officers, the undersigned held:

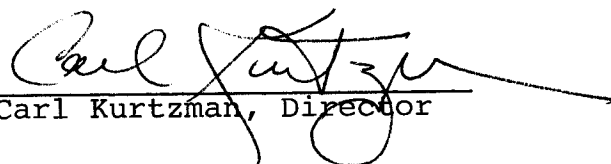
As opposed to the services of identification officers, communications officers are not trained in a special police science. Although their services require some general knowledge of criminal law and police procedures, as well as a knowledge of State Police regulations regarding the transmittal and receipt of teletype messages, their work involves the application of technical and administrative skills which are nonpolice in nature -- teletype transmissions, computer operations, filing and logging of information. The undersigned concludes, therefore, that communications officers are not engaged in providing police services and are not included in the coverage of the interest arbitration statute.

In the instant matter, the dispatchers likewise are not trained in special firefighting science and although they acquire general knowledge concerning firefighting procedures, their work involves the application of technical and administrative skills which are non-firefighting in nature.

Accordingly, based upon the record, and in the absence of exceptions to the Hearing Officer's Report and Recommendations, the undersigned determines that the instant fire and ambulance dispatchers are not "engaged in firefighting." Therefore, the dispatchers may continue to be included in the broad-based countywide unit, currently represented by Council 10. The instant Petition is hereby dismissed.

BY ORDER OF THE DIRECTOR
OF REPRESENTATION

DATED: October 21, 1981
Trenton, New Jersey


Carl Kurtzman, Director

STATE OF NEW JERSEY
BEFORE A HEARING OFFICER OF THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CAMDEN COUNTY,

Public Employer,

-and-

LOCAL 2778, IAFF, AFL-CIO,

Docket No. R0-81-43

Petitioner,

-and-

N.J. CIVIL SERVICE ASSOCIATION
COUNCIL 10,

Intervenor.

SYNOPSIS

A Hearing Officer of the New Jersey Public Employment Relations Commission finds that fire and ambulance dispatchers are not "employees engaged in firefighting" within the meaning of the Police and Fire Compulsory Interest Arbitration Act. Accordingly, he recommends that a representation petition which Local 2778, IAFF, AFL-CIO filed to represent such employees be dismissed and that these employees remain in a broad-based, county-wide unit of employees presently represented by New Jersey Civil Service Association, Council #10.

A Hearing Officer's Report and Recommendations is not a final administrative determination of the Public Employment Relations Commission. The report is submitted to the Director of Representation who reviews the Report, any exceptions thereto filed by the parties and the record, and issues a decision which may adopt, reject or modify the Hearing Officer's findings of fact and/or conclusions of law. The Director's decision is binding upon the parties unless a request for review is filed before the Commission.

STATE OF NEW JERSEY
BEFORE A HEARING OFFICER OF THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CAMDEN COUNTY,

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-and-

Docket No. R0-81-43

LOCAL 2778, IAFF, AFL-CIO,

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ERRATA

The transcript in the above title matter is hereby corrected as follows:

<u>Page</u>	<u>Line</u>	<u>Incorrect Word(s)</u>	<u>Correct Word(s)</u>
3	5	R0-81-45	R0-81-43
3	11	procedure that	procedures for
15	21	schools	skills
35	3	process	processed
66	17	delete an	
75	5	Exhibit I-1*	Exhibit I-2
76	10	Exhibit I	Exhibit 2
76	11	P-I	I-2
107	22	subpoened	summoned
109	21	1	2

*The undersigned has renumbered an Exhibit entitled "Fire and Ambulance Dispatcher" for I-1 to I-2 because the parties had agreed that a copy of the current collective agreement would be mailed to him and at that time incorporated into the record as I-1.


Robert E. Anderson, Jr.
Hearing Officer

DATED: July 30, 1981
Trenton, New Jersey

STATE OF NEW JERSEY
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Appearances:

For Camden County
Dorf and Glickman, P.C.
(Steven S. Glickman, Esq.)

For Local 2778, IAFF, AFL-CIO
Trimble and Master, Esqs.
(John W. Trimble, Esq.)

For N.J. Civil Service Association, Council #10
Joseph A. Carmen, Esq.

HEARING OFFICER'S REPORT
AND RECOMMENDATIONS

On September 15, 1980, Local 2778, International Association of Fire Fighters, AFL-CIO ("Local 2778") filed a petition seeking certification as the Public Employee Representative of approximately 22 fire and ambulance dispatchers employed by Camden County ("County") (A-1A). ^{1/} The petition stated that New Jersey Civil Service

1/ Commission exhibits will be designated A-; Petitioner exhibits P-; and Intervenor exhibits I-. The County has not submitted any exhibits.

Association Council #10 ("Council 10") presently represents these employees, although its last contract with the County expired December 31, 1979.

On October 7, 1980, the parties entered the following stipulation:

Issue: It is agreed among and by the parties that the sole issue before the Director of Representation is, are the fire and ambulance dispatchers "employees engaged in firefighting" as set forth in C.85 P.L. 1977. Should the Director determine that the employees in question are "engaged in firefighting" then the parties agree that the employees should be represented in a separate unit. Should the Director find that the employees are not "engaged in firefighting" then the Petitioner agrees that the instant petition shall be withdrawn or dismissed immediately.

On January 26, 1981, after several attempts had been made either to settle the case or to litigate it on the basis of stipulated facts, the Director of Representation issued a Notice of Hearing for March 3 and 4, 1981 (A-1B). The undersigned twice rescheduled the hearing, once at the instance of Council 10's attorney because of a family member's illness, and once at the instance of Local 2778's attorney because of a conflicting court engagement (A-2; A-3A; A-6).

By letter of March 16, 1981, Local 2778's attorney, stating his understanding that the County did not oppose his client's petition, questioned the standing of Council 10 to challenge the instant petition (A-4). On March 19, 1981, the Hearing Officer informed the parties that he would not consider the standing issue at that time because there was no indication of record that the County did not wish to contest the petition (A-5).

The hearing was held on April 9, 1981. At the outset of the hearing, Council 10 made a formal motion to intervene on the basis of its certification as the representative of the employees in question and its most recent contract covering these employees. Because the Director of Representation had advised the undersigned that Council 10 had satisfied the requirements of N.J.A.C. 19:11-2.7 governing intervention, the undersigned granted this motion (Tr. 4-5). The undersigned then took certain stipulations and afforded all parties full opportunity to examine witnesses, present evidence, and argue orally.

At the close of the hearing, the undersigned ordered the filing of post-hearing briefs on or before May 11, 1981. On May 7, 1981, Local 2778's attorney, on behalf of all parties, requested and received an extension of the filing deadline until June 1, 1981. The Commission received Council 10's brief on June 1, 1981, and Local 2778's brief on June 2, 1981. The County did not submit a brief.

FINDINGS OF FACT

Based on the entire record in this proceeding, the Hearing Officer makes the following Findings of Fact:

1. Camden County is a public employer within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq. (the "Act"), is subject to its provisions, and is the employer of the employees who are the subject of this proceeding (Tr. 6).

2. New Jersey Civil Service Association Council #10 is an employee representative within the meaning of the Act and represents

the unit of employees which presently includes fire and ambulance dispatchers employed by Camden County (Tr. 6-7; I-1).

3. Local 2778, International Association of Fire Fighters, AFL-CIO, is an employee representative within the meaning of the Act and is seeking to represent fire and ambulance dispatchers employed by Camden County (Tr. 6). Local 2778 restricts its membership to employees it believes to be firefighters (Tr. 13-14).

4. As set forth in the procedural history, the parties have stipulated that the dispositive question in this case is whether the County's fire and ambulance dispatchers are "employees engaged in firefighting" within the meaning of Chapter 85 of the 1977 Public Laws, N.J.S.A. 34:13A-14 et seq. (Tr. 9-10).

5. The County has taken no position concerning the appropriateness of the unit requested or whether fire and ambulance dispatchers are employees engaged in firefighting (Tr. 10-11).

6. The Petitioner has contended that fire and ambulance dispatchers are employees engaged in firefighting and thus must be represented by a union fully composed of firefighting employees (Tr. 11-12).

7. The Intervenor contends that fire and ambulance dispatchers are not engaged in firefighting and thus should not be removed from its present broad-based county-wide unit (Tr. 10-11).

8. In October 1973, a centralized communications system was established to handle all fire- and ambulance-related communications

in Camden County (Tr. 60, 78). ^{2/} Approximately one year later, the police department for Camden County decided to centralize its communications in a similar fashion. Accordingly, the Camden County Communications Center today houses both the departments of centralized fire and ambulance communications and the department of centralized police communications in the same building (Tr. 78).

9. Besides the Chiefs and staffs of these respective departments, the Director of the Communications Center and two radio technicians work at this facility (Tr. 99). The chain of command for the side of the Center handling fire and ambulance communications runs: Chief, Captain, Lieutenant (shift supervisors), and dispatchers (Tr. 14, 100-101). ^{3/} There are about 20 fire and ambulance dispatchers (Tr. 99-100). The dispatchers work 12 hour shifts with four to five dispatchers per shift; the Communications Center is open 24 hours per day (Tr. 51).

10. Badges worn by fire and ambulance dispatchers and their superiors state the employee's rank and then "Communications, Camden County, N.J." (Tr. 76). Shoulder patches worn by these employees state "Fire and Ambulance Communications, Camden County," but are being changed to match the badges (Tr. 77). After the Communications Center had been open six months, these employees chose to wear uniforms

^{2/} At present, the Communications Center handles fire and ambulance communications for 33 of the 37 towns in Camden County (Tr. 78). Because the City of Camden has its own ambulance, the Communications Center does not handle ambulance communications for the City which do not pertain to volunteer ambulance personnel (Tr. 50, 54).

^{3/} The position of Assistant Chief exists, but it is presently vacant (Tr. 14).

to work as a matter of pride, rather than as a job requirement (Tr. 116-117). Today, they receive uniform allowances (Tr. 28).

11. According to a job description created in July, 1974, and still effective (I-2; Tr. 75), ^{4/} requirements for position of fire and ambulance dispatcher include, inter alia, two years of experience as a member of a fire department or ambulance squad in either a pay or volunteer capacity (See also Tr. 14-15, 26) ^{5/} This experience is a prerequisite to taking a Civil Service examination for the position (Tr. 14). Further, employees must have "[s]ome knowledge of the laws, rules, regulations, standards, policies, and procedures of the Federal Communication Commission of fire and ambulance emergency terminology, of first aid and firefighting principles, practices, methods, and equipment with special reference to communications and of the proper methods for operating a centralized communications system." (I-2) However, there is no requirement that such knowledge be gained through a formalized course of instruction as opposed to two years of experience in either a fire company of ambulance squad (Tr. 111).

12. The County has conducted one seminar for the purpose of educating dispatchers (Tr. 22). The seminar covered the proper procedures for handling calls and dispatching ambulance and fire trucks. It did not touch upon firefighting skills (Tr. 41-42, 82).

4/ A copy of this job description is attached hereto as Exhibit A.

5/ While either ambulance- or fire-related experience is sufficient to qualify for employment, of the approximately 20 current fire and ambulance dispatchers, at least 15 and more probably 19 have fire company rather than ambulance squad experience (compare Tr. 34 with Tr. 100). Police dispatchers need not meet a similar requirement (Tr. 15). While not a condition of retaining employment, many fire and ambulance dispatchers continue to serve in volunteer fire companies after being hired (Tr. 117-118).

Firefighting personnel employed by the City of Camden have never participated in firefighting training programs with fire and ambulance dispatchers (Tr. 68). Some dedicated employees have taken courses related to fire science technology (Tr. 16; P-1). The County, however, does not require or reimburse such educational endeavors (Tr. 30, 34).

13. According to the definition section of the applicable job description (I-2), a fire and ambulance dispatcher:

Under direction in a centralized communications center receives and records emergency calls for fire and ambulance service; transmits necessary alarms to appropriate personnel and dispatches needed equipment and personnel to proper locations; operates a variety of communications equipment; does related work as required. 6/

A fire and ambulance dispatcher described the following daily routine:

We receive emergency and non-emergency phone calls...for fire and ambulance emergencies and we dispatch the appropriate fire [company] or ambulance. We assist with radio transmissions, directing the apparatus onto the fire ground. We give them any important information, such as if there are any people trapped or hazardous materials involved in the nature of the emergency (Tr. 17-18).

The Captain summarized the dispatcher's main job as receiving emergency calls for fire equipment or ambulance services, taking necessary information, and dispatching the necessary equipment (Tr. 81).

14. Fire and ambulance dispatchers spend also all their time operating the switchboard in the Communications Center, responding to and recording calls, and dispatching equipment and personnel

6/ Exhibit A lists examples of work encompassed within this definition.

(Tr. 26, 32). ^{7/} The ratio of calls for ambulances to calls for assistance combatting fires is roughly 60% to 40% (Tr. 51-52, 82). However, some calls for ambulances may be precipitated by a fire emergency -- as when a fireman get hurt in a brush fire -- yet are nevertheless recorded as ambulance calls (Tr. 46, 91).

15. Of the fire-related calls, the vast majority concerns brush fires, car fires, house fires, and apartment fires. These calls are not of the magnitude of two or three alarms and therefore do not require a great amount of equipment (Tr. 45). When a call concerning such a small fire comes in, the fire and ambulance dispatcher takes the call, advises the caller of any emergency action which should be taken (such as getting out of the house or attempting to extinguish or retard the fire), takes the address and dispatches the appropriate fire company or ambulance squad. The dispatcher continues to monitor subsequent radio transmissions concerning the fire in case the officer in charge needs additional information concerning such matters as hydrant placements or building contents. In such cases, the dispatcher communicates directly with persons at the scene of fire, but does not render any advice as to how to handle a fire. Once the fire has been extinguished and the fire company has returned, the dispatcher types up a run card on a computer sheet, and his function with respect to the incident ends (Tr. 21, 35-38, 44-46, 70-72).

^{7/} Fire and ambulance dispatchers use radio frequencies different from those which police dispatchers use (Tr. 18).

16. Approximately once a month, one of three field communications vans containing two or three fire and ambulance dispatchers is sent to the scene of a fire of a magnitude of two alarms or greater (Tr. 21, 93, 107, 114). The basic function of dispatchers on the field communications van is to act as an information liaison between the fire scene and the Communications Center (Tr. 30, 43-44). ^{8/}

According to one fire and ambulance dispatcher, the dispatchers in the field communications unit act as aides to the batallion chief (Tr. 18). ^{9/} The batallion chief determines where to place the van and usually selects next to the fire apparatus or fire building in front of the fire line (the line of safety) (Tr. 19, 24-25). While at the fire, the dispatchers report to the batallion chief and help him place his manpower and apparatus (Tr. 18-19). The dispatchers do not handle any fire apparatus such as ladders or hose, do not physically engage in firefighting, and do not wear any of the special garb or safety devices which a firefighter dons (Tr. 29-30, 43).

A batallion chief for the City of Camden ^{10/} testified that on the

^{8/} The mobile unit does not respond to every two-alarm or greater fire (Tr. 38). Normally, the mobile unit responds to a two-alarm fire in the City of Camden; normally a response is requested in other locations by the volunteers involved (Tr. 39, 63-64, 103). Dispatching the field communications van is automatic once the third alarm rings (Tr. 79).

^{9/} The position of the batallion chief's aide was eliminated last year for economic reasons. The aide's duties had included assisting the batallion chief in placing manpower and apparatus and reporting to the Chief on fire progressions and conditions. In particular, the aide would report on fire conditions he observed at the back of a burning building (Tr. 19, 92-94).

^{10/} The Chief is also Vice President of the Superior Fire Officers of the IAFF (Tr. 62), but is not a member of Local 2778 (Tr. 73-74).

average of once a month, he uses the field communications van as a communications liaison between himself and his operating unit and that dispatchers who come with the van keep him advised of such matters as fire, smoke, and climatic conditions, fire progressions, placement of apparatus, location of various hydrants, and the contents of the fire building (Tr. 56-57, 59-60, 66). Since the abolition of the aide's position, the batallion chief has on occasion stationed dispatchers at the rear of a fire building so that they can check fire and smoke conditions which he could not observe from the front (Tr. 69). He considers the coordination that the field communications van provides an essential element in fighting large fires safely (Tr. 69-70).

The Captain of the Camden County Communications Center described the functions of the dispatchers in the field communications van as "strictly communications" (Tr. 81). The dispatchers take up a position as close to the fire building as possible without endangering themselves and set up a command post to allow the chief unhindered access to the Communications Center; this system cuts down on the amount of air traffic (Tr. 80). Ordinarily, the van is positioned in front of the fire building (Tr. 97), and all dispatchers remain in the van throughout the fire unless they desire to take brief walks out of curiosity (Tr. 93, 107). The job functions of dispatchers at the fire scene do not normally include advising the batallion chief on fire-related issues, or, in effect, serving as a surrogate aide to the batallion chief (Tr. 84-85, 94, 107-108). The Captain has never been used to go to the back of a fire building and report on fire-related conditions (Tr. 93, 97, 106-107). He believes the dispatcher's function at the

fire scene does not normally include such positioning and reporting (Tr. 94). However, the dispatchers at the scene are under the control of the batallion chief, and it is permissible for him to request dispatchers to check out the back of a building (Tr. 98-99). The Captain tries to assign "fire-oriented" dispatchers to man the field communications van (Tr. 115), but radio experience is a more important factor in determining assignments (Tr. 102).

17. Four of the fire and ambulance dispatchers form a rescue and recovery scuba diving team which is summoned by the County Fire Department and ambulance squads to recover drowning and car accident victims from the water (Tr. 20, 47-48). The team receives approximately five to ten calls per year (Tr. 30-31). The team is under the fire chief's command when at the scene of a drowning or accident (Tr. 47). Certification in diving is required in order to be on the team; such certification is not a prerequisite to being a fire and ambulance dispatcher (Tr. 48). Team members are paid in either wages or compensation time for time spent responding to calls (Tr. 48).

18. Fire and ambulance dispatchers participate in fire prevention programs three to five times a year (Tr. 20, 40-41). Local fire companies run these programs and request the assistance of the dispatchers (Tr. 40). The dispatchers give lectures about the Communications Center and its functions, show slides, and demonstrate the mobile unit (Tr. 41).

19. The dispatchers also arrange for persons to work overtime upon the request of the batallion chief. The batallion chief normally makes such requests twice a day (Tr. 20). Upon receiving a request,

the dispatchers check the overtime list and call the persons on the list. The dispatchers do not personally authorize overtime (Tr. 114).

20. The Hearing Officer received testimony concerning the claim that fire and ambulance dispatchers possess certain skills and experience. Essentially, the basic function of taking fire-related calls and transmitting communications requires little specialized skill (Tr. 104). However, fire and ambulance dispatchers do occasionally give advice to callers. For example, callers will frequently inquire about their smoke detectors, and the dispatcher will then determine whether or not there is a fire in the house (Tr. 21). Dispatchers will also advise callers how to extinguish or retard a fire (Tr. 21, 121). According to the Captain, police dispatchers are different from fire and ambulance dispatchers because the former do not try to solve police problems, while the latter will offer advice such as what to do in a medical emergency before an ambulance arises and what to do if an appliance catches fire (Tr. 121). Dispatchers also understand certain terminology which a civilian might not (Tr. 22, 113) ^{11/} and know the idiosyncrasies of different fire departments (Tr. 46-47). ^{12/} Dispatchers classify fires -- for example, as a vehicle fire or brush fire -- but this function requires no special expertise as opposed to merely recording information received (Tr. 52-53). Dispatchers transmit information in response to questions

^{11/} For example, if a chief relays a communication to "have my first truck come in and lay hose," he means he needs a water supply and desires someone to run a hose from a hydrant to the truck (Tr. 22).

^{12/} For example, various chiefs like different pieces of equipment to be sent as a matter of course (Tr. 47).

concerning hazardous waste and chemicals, but this function requires no special expertise since they obtain the desired information from a book or through calling an organization called Chemtrec (Tr. 23, 105-106). Based on their two year fire company or ambulance squad experience, dispatchers do gain a familiarity with the "basics in reference to chemicals" and will advise firefighters that water should not be used or that air masks should be used when certain types of toxic chemicals are present (Tr. 23). According to a batallion chief, dispatchers possess a certain expertise in assessing fire, smoke, and climatic conditions and in determining the proper placement of apparatus and personnel which he relies upon in combatting a fire at which a field communications van is present (Tr. 64-68). The Captain confirmed that dispatchers have knowledge that enables them to make reports on the condition of the back of a burning building which a lay person could not make (Tr. 119-120).

ANALYSIS OF ISSUES AND
CONCLUSION OF LAW

1. The Hearing Officer first considers Local 2778's contention raised in its letter of March 16, 1981 ^{13/} that Council 10 does not have standing to challenge a representation petition which the County does not oppose. The standing inquiry must focus not on the employer's position, but on the interests and rights of the affected employee organization. ^{14/} The undersigned finds that Council 10 does have standing to challenge Local 2778's right to represent fire and ambulance

13/ This contention should have been made in the form of a motion addressed to the Director of Representation rather than a letter to the Hearing Officer. N.J.A.C. 19:11-6.9.

14/ If the inquiry did focus on the employer's position alone, then one might also question Local 2778's standing to challenge the composition of Council 10's current unit since the employer does not oppose the continued inclusion of fire and ambulance dispatchers.

dispatchers given Council 10's present representation of these employees. Quite obviously, Council 10 has a significant and legally cognizable interest in not having the size of its current diminished. Accordingly, the undersigned finds that Council 10 has standing to challenge the instant representation petition.

2. The Hearing Officer next considers whether Camden County's fire and ambulance dispatchers are "employees engaged in firefighting" within the meaning of Chapter 85 of the 1977 Public Laws, N.J.S.A. 34:13A-14 et seq. ("Police and Fire Compulsory Interest Arbitration Act" or "Arbitration Act.") If the answer is affirmative, then such employees are entitled to compulsory interest arbitration in the event of a negotiations impasse between their employer and their employee representative and should be removed from the unit which Council 10 currently represents.

The definition section of the Police and Fire Compulsory Interest Arbitration Act provides, in pertinent part:

"Public fire department" means any department of a municipality, county, fire district or the State or any agency thereof having employees engaged in firefighting provided that such firefighting employees are included in a negotiating unit exclusively comprised of firefighting employees."
N.J.S.A. 34:13A-15.

The following section provides that whenever negotiations between a "public fire department" and an exclusive representative become log-jammed, then certain impasse resolution mechanisms -- including mediation, factfinding, and compulsory interest arbitration -- may be invoked if necessary to effect a voluntary resolution. N.J.S.A. 34:13A-16. ^{15/}

^{15/} N.J.S.A. 34:13A-14 states the public policy informing the Arbitration Act: "It is the public policy of this State that in public fire and police departments, where public employees do not enjoy the right to strike, it is requisite to the high morale of such employees (Continues)

The definition section of the Arbitration Act changed little during the course of legislative consideration. As initially introduced during the 1976 session, Senate Bill No. 482 defined "public fire department" as "any department of a municipality, county, district or the State or any agency thereof having employees engaged in firefighting". The Fourth Official Copy Reprint, containing Assembly committee amendments adopted December 6, 1976, added the exact proviso language found in the bill as enacted. An accompanying statement of the Assembly Labor, Industry and Professions Committee declared that this change would limit the benefits of the bill to those firefighters not in mixed negotiating units.

On April 18, 1977, Senators Greenberg, Orechio, and Bedell introduced Senate Bill No. 3172. This bill attempted to change the proviso language to read "... provided that such firefighting employees are included in a negotiating unit exclusively comprised of [firefighting] employees performing firefighting or related functions. ^{16/} The Sponsor's Statement accompanying the bill declared:

The purpose of this bill is to clarify the intent of pending legislation, concerning the types of firefighting negotiating units whose "interest" disputes are subject to resolution by compulsory arbitration.

^{15/} (Continuation)...and the efficient operation of such departments to afford an alternate, expeditious, effective and binding procedure for the resolution of disputes, and to that end the provisions of this act, providing for compulsory arbitration, shall be liberally construed." For a comparable policy statement, see the Sponsor's Statement attached to Senate Bill No. 482, the bill introduced in the 1976 legislative session, enacted with certain changes and signed into law as the Arbitration Act on May 10, 1977.

^{16/} Brackets and underlining indicate, respectively, proposed deletions from and additions to Senate Bill No. 482.

Under this legislation, the only units not covered for such purposes would be units of mixed titles wherein some employees perform functions wholly unrelated to firefighting and who are only coincidentally included in such units. Units with personnel such as dispatchers and linemen would, however, be covered.

This Statement evidences the author's belief that dispatchers and linemen, while not firefighting employees, performed related functions which made proper their inclusion in the same unit as firefighting employees.

Significantly, Senate Bill No. 3172 never surfaced again after being referred to the Committee on Labor, Industry, and Professions. On May 10, 1977, the Governor signed Senate Bill No. 482 into law without Senate Bill No. 3172's proposed changes.

The above history and in particular the demise of Senate Bill No. 3172 reveal a legislative intent to limit entitlement to compulsory interest arbitration to those employees actually engaged in firefighting as opposed to those employees -- identified, for example, as dispatchers and linemen -- who perform different, albeit related functions. This manifested intent forecloses Local 2778's attempt to bring the County's fire and ambulance dispatchers under the umbrella of the Arbitration Act.

Assuming arguendo that the legislative history is not dispositive of the status of dispatchers, the undersigned finds that analagous precedent supports a determination that dispatchers are not within the Arbitration Act's coverage. In City of Newark and Policemans Benevolent Association, Local No. 3, D.R. No. 81-18, 7 NJPER 3 (¶ 12002 1980) ("PBA, Local No. 3") the Director of Representation considered whether identification officers, communications officers, supervising police

property clerks and linemen were "employees engaged in performing police services", N.J.S.A. 34:13A-15, within the meaning of the Arbitration Act. The Director concentrated his inquiry on whether the employees occupying the disputed titles performed "...vital services which are an integral element of the total process of detecting, apprehending and arresting criminals." Id. at p.5. Only the identification officers met this test. In concluding that communications officers were not covered by the Arbitration Act, the Director reasoned:

Communications officers are an important link in the communications channels of the police department. At issue before the undersigned, however, is not the relative importance of communications functions, but whether the individuals performing such tasks are engaged in a police service. As opposed to the services of identification officers, communications officers are not trained in a special police science. Although their services require some general knowledge of criminal law and police procedures, as well as a knowledge of State Police regulations regarding the transmittal and receipt of teletype messages, their work involves the application of technical and administrative skills which are nonpolice in nature -- teletype transmissions, computer operation filing and logging of information. The undersigned concludes, therefore, that communications officers are not engaged in providing police services and are not included in the coverage of the interest arbitration statute. Id. at p.6. 17/

In defining which employees are or are not "firefighters", under the Arbitration Act, one must keep in mind the purposes underlying the Act. Given the legislative goal of insuring the uninterrupted

17/ In City of Newark and Newark Superior Officers Assoc., D.R. No. 81-42, 7 NJPER (¶ 1981) the Director concluded that the chief communications officer, the supervisor of the communications officers involved in PBA, Local No. 3, was not engaged in performing police services and therefore did not qualify for compulsory interest arbitration.

efficient, and effective operation of fire departments for the public safety, three factors are particularly relevant: (1) the employer's organizational structure and the interrelationship between various employee groups; (2) the functions the employees perform; and (3) the degree of irreplaceable skills and expertise the employees possess.

In the instant case, unlike PBA, Local No. 3, the dispatchers in question do not work in the same department or organizational structure as employees -- such as fire brigade members or patrolmen -- unquestionably covered by the Arbitration Act. To the contrary, the fire and ambulance dispatchers here work in the same facility as police dispatchers under the centralized command of a single Director of Communications. Organizationally, then, there is no interdependence with employees physically engaged in fighting fires. Upholding Local 2778's position would result in disruptive fragmentation of a broad-based unit of County employees without a concomitant gain in labor stability achieved through the inclusion of all "firefighting" personnel in a single unit. 18/

18/ In Leffingwell v Kiersted, 74 N.J.L. 407 (1907), the Court found membership in the same department to be the crucial factor in determining that a linesman, watchman, and veterinary surgeon were "firemen" within the meaning of a statute empowering members of a fully paid fire department to organize a corporation to provide pensions to firemen within the department. In light of the statute's stress on department membership and its obvious beneficent purpose, the Court's conclusion is hardly surprising and of little analytical value in the totally different context of this case. There appears to be no other New Jersey judicial precedent attempting to define "firefighter" or any of its variations.

The core functions which fire and ambulance dispatchers perform are very similar to the core functions which the police dispatchers in PBA, Local No. 3 performed. Thus, fire and ambulance dispatchers spend almost all their time at the Communications Center switchboard receiving requests for ambulance and fire company assistance, dispatching personnel and equipment, handling subsequent radio transmissions concerning needed additional information, and recording information pertaining to these calls. They do not engage in any physical firefighting activity and do not handle any fire apparatus.

Once a month, a field communications van containing two (sometimes three) dispatchers will go to the scene of a two alarm or larger fire. The essential and normally contemplated function of the dispatchers in the van is to facilitate communications between the batallion chief, the firefighting units, and the Communications Center. The primary function is not to advise the batallion chief on conditions at the scene, although a batallion chief for the City of Camden has used dispatchers in this fashion since the City eliminated the position of aide to the batallion chief. While dispatchers are placed on the same side of the fire line as firefighters, they are not sufficiently endangered to don safety clothing or equipment. The undersigned concludes that the infrequent field advisory activity of a few dispatchers, outside their contemplated job functions and under relatively safe conditions, is not, standing alone, sufficient to make all dispatchers employees engaged in firefighting. 19/

19/ Similarly, the infrequent work of a few dispatchers on the scuba diving team is not a normal job function for dispatchers and does not by itself transform all dispatchers into firefighters.

The skills and expertise which fire and ambulance dispatchers possess in their capacities as dispatchers also parallel the essentially technical and administrative skills possessed by police dispatchers in PBA, Local No. 3 and do not rise to a level which cannot be safely and efficiently replaced in the event of a strike or other job action. Just as a general knowledge of criminal law and police procedures was not sufficient to make the police communications officers in PBA, Local No. 3 "employees engaged in police services", so the knowledge of general firefighting and medical principles and terminology does not make the fire and ambulance dispatchers here "employees engaged in firefighting". No experience in firefighting is required to do the job of fire and ambulance dispatcher; two years on an ambulance squad is as equally acceptable as two years in a fire company. No training in firefighting is given to dispatchers once hired; further, the employer does not require or reimburse additional fire science education. The undersigned appreciates that as a result of either their pre-job experience or their subsequent work in volunteer fire companies, almost all dispatchers possess specialized fire-related knowledge and can and do give advice on handling small fires to callers or advice on large fire conditions to batallion chiefs. Further, the absence of these particular employees and their replacement by inexperienced personnel might diminish the ability of fire departments to quell fires safely and efficiently. Nevertheless, this commendable knowledge reflects the dedication and intelligence of individual dispatchers and not the requirements and functions entailed in the job of dispatcher. The skills and expertise which the employer expects its dispatchers to use and possess in performing their normal job functions can be adequately replaced if necessary.

Accordingly, the undersigned concludes that both the relevant legislative history and the reasoning of PBA, Local No. 3 with respect to police communications officers lead to the conclusion that fire and ambulance dispatchers should not be considered "employees engaged in firefighting" within the meaning of the Arbitration Act. 20/


20/ Precedent on the status of fire dispatchers in other jurisdictions is scarce, but supports this conclusion. For example in Professional Firefighters of Pembroke Pines, IAFF Local 2292 and City of Pembroke Pines, FPER 329 (¶ 4174 1978), the Florida PERC stated that it had consistently found that a bargaining unit limited to personnel engaged in firefighting is appropriate in light of the peculiar community of interest shared by these employees. In refusing to include dispatchers in a firefighting unit, the Commission stated:

...[D]ispatchers are not engaged in the fighting of fires, or the rendering of emergency medical assistance. They do not receive training in these matters nor are they otherwise qualified to perform these functions....

See also Firefighters of Boca Raton, IAFF Local No. 1560 and City of Boca Raton, 3 FPER 176 (1977) (fire dispatchers properly belong in city-wide unit of clerical employees rather than unit of firefighting employees; Commission stresses problem of undue fragmentation raised by dispatchers' attempt to form their own unit); In re Employees of Richland Township, 7 PPER 237 (1976) (Pennsylvania Board accepts parties' stipulation that radio operators are not firemen entitled to binding arbitration); cf In re Village of Potsdam, 11 PERB ¶ 3090 (1978) (fire drivers who drove trucks to fires, and laid out hose between truck and fire hydrants properly placed in village-wide unit of white-and blue-collar employees; Board stressed lack of danger involved in their job functions and noted concern about undue fragmentation).

CONCLUSIONS AND RECOMMENDATIONS

Upon consideration of the entire record and the foregoing discussion, the Hearing Officer concludes that Camden County's fire and ambulance dispatchers are not "employees engaged in fire-fighting" within the meaning of the Police and Fire Compulsory Interest Arbitration Act. Accordingly, he recommends that these employees continue to be included in Council 10's present unit and that Local 2778's petition be dismissed.



Robert E. Anderson, Jr.
Hearing Officer

DATE: July 30, 1981
Trenton, New Jersey

FIRE AND AMBULANCE DISPATCHER

DEFINITION: Under direction in a centralized communications center receives and records emergency calls for fire and ambulance service; transmits necessary alarms to appropriate personnel and dispatches needed equipment and personnel to proper locations; operates a variety of communications equipment; does related work as required

EXAMPLES OF WORK: Receives notification from the public concerning fires, fire hazards or other fire emergencies; dispatches needed personnel and fire equipment; broadcasts orders to fire fighting units and other personnel; relays instructions or questions from remote units; records calls broadcasted and complaints received; may relay emergency calls and messages to police, ambulance or other emergency units; receives and files messages received; may operate a telephone switchboard; prepares and maintains a variety of records such as fire logs, files, etc., concerning roll call assignments, complaints, alarms and messages; may receive visitors, ascertain their wants, provide them with information and/or directs them to proper persons; may check and make minor repairs and adjustment to radio and other communication equipment; receives and records calls for ambulance service; contacts appropriate emergency personnel to respond to ambulance calls; dispatches Ambulance Drivers to desired locations; operates short wave radio system used to contact Ambulance Drivers en route; maintains records of ambulance calls, noting time, place and special circumstances of the calls; receives telephone complaints and requests for fire and other emergency assistance from the public; ascertains proper addresses and information; immediately determines the nature of the call and initiates action by relaying messages and dispatching fire and/or other emergency vehicles in response to complaint or request for assistance; receives and transmits fire alarms; operates radio transmitters and receivers, tape recorders, telephone switchboard, tabulator, card registers, and other communication equipment; prepares and maintains a variety of records; maintains an assuring and calming attitude during periods of stress and emergency in order to avoid unnecessary delays by responding emergency vehicles; may do some occasional or incidental typing

- REQUIREMENTS:**
- 1 Ability to read, write, speak and understand English sufficiently to perform the duties of their position
 - 2 Two years of experience as a member of a fire department or ambulance squad in either a paid or volunteer capacity
 - 3 Some knowledge of the laws, rules, regulations, standards, policies and procedures of the Federal Communication Commission of fire and ambulance emergency terminology; of first aid and firefighting principles, practices, methods and equipment with special reference to communications and of the proper methods for operating a centralized communications system

EXHIBIT A

- 4 Ability to understand what is occurring at scene of emergency and to anticipate what may be required and to prepare for request: to recognize a probable omission in transmitting messages and to question same: to act courteously and effectively with people in emergency or stress situations while remaining calm and decisive: to receive and transmit information accurately and clearly: to maintain necessary records and files: to record information received clearly and accurately: to remain alert during long periods of time without loss of equanimity: to take immediate and proper action when emergency messages are received: to remain calm and decisive during emergency periods: to take proper care of equipment: to learn quickly from oral and written explanations and from demonstrations: to work harmoniously with associates superiors and others and to perform routine related clerical work
- 5 Good health and good eyesight and excellent color perception, and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others

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