

**IN THE MATTER OF
INTEREST ARBITRATION
BETWEEN**

LOCAL 1768, IAFF

-AND-

TOWN OF PLYMOUTH

JLMC-10-04F

AWARD

A. Contract Durations

1. July 1, 2009 through June 30, 2011
2. July 1, 2011 through June 30, 2012

B. Compensation Increases

1. Fiscal Year 2010 – no increase.
2. Fiscal Year 2011 – no increase.
3. Effective July 1, 2011, 2% across-the-board wage increase.
4. Effective January 1, 2012, after 10 years of Firefighter service a sixth (6th) step with a value equal to Step 5, and after any cost-of-living adjustment (COLA) or other wage adjustment, increased by 2.08%. Effective January 1, 2012 after five (5) years of in-rank Officer service, a fourth (4th) step on the Lieutenant's, Captain's, and Battalion Chief's salary schedule with a value equal to Step 3, and after any COLA or other wage adjustment, increased by 3.0%.

C. Vacation Leave

- Status Quo.

D. Sick Leave

- Status Quo.

E. Staffing/Assignment

- Add to Article XXI (**Management Rights**):

- h. To unilaterally, and in its sole discretion, determine the level of staffing and coverage for vacancies, without restriction or limitation.

F. Twenty-Four (24) Hour Shift

1. Effective December 1, 2011;
2. 1/2/1/4 configuration;
3. Forty (40) consecutive hours of work maximum;
4. Sick and vacation leave may be used in ten (10) and/or fourteen (14) hour segments; and
5. The circuit breaker is based on an annual seven (7) sick leave day Firefighter average. For the purposes of calculating annual sick leave usage, serious illnesses or injuries causing an absence of thirty (30) or more consecutive days shall not be included in the average sick leave usage calculation. Sick leave usage will be measured at the end of every calendar year.¹
6. Continuation of the twenty-four (24)-hour work schedule in succeeding years shall be subject to the foregoing conditions. If the circuit breaker provision is activated, the Town may provide sixty (60) days notice to the Union that it intends to discontinue the twenty-four (24) hour shift. During the *sixty (60) day* notice period, the Town agrees to meet and discuss with the Union the circuit breaker in connection with the twenty-four (24) hour shift, including savings to the Department and reduction in absenteeism.

G. EDUCATION INCREMENTS AND EMERGENCY MEDICAL TRAINING

1. An annual twelve hundred dollar (\$1,200) stipend for an Emergency Medical Technician (EMT) certification;
2. Increase Associate's degree stipend to twenty-five hundred dollars (\$2,500) annually.

John Sciara
Union Panelist


Richard Boulanger, Esq.
Chairman and Neutral Panelist

Sheila Vanderhoef
Town Panelist

Dated: _____

Dated: 10/7/11

Dated: _____

¹As the twenty-four (24) hour shift is effective December 1, 2011, the sick leave computation should take place no earlier than June 30, 2012 and more appropriately on December 31, 2012.

I. INTRODUCTION

The Joint Labor-Management Committee (JLMC) interest Arbitration Panel is composed of Union Representative, John Sciara; Neutral Panelist and Chairman, Richard Boulanger, Esq.; and Town Representative, Sheila Vanderhoef. The Arbitration Panel was appointed by the JLMC to resolve a contract dispute between Local 1768, IAFF (“Union”) and the Town of Plymouth (“Town”). The parties submitted the following issues for hearing: Contract Duration, Twenty-four (24) Hour Shift, Compensation Increases, Vacation Leave, Sick Leave, Staffing/Assignment, and Education Leave.

The interest arbitration proceeding was held on July 19, 2011 at the Plymouth Town Hall, Plymouth, Massachusetts.²

The Union was represented by Mr. Harold Lichten, Esq. Mr. Mark Stoddart, Union President, testified for the Union.

Mr. John Clifford, Esq. represented the Town. Mr. Mark Stankiewicz, Town Manager and Town Fire Chief G. Edward Bradley testified for the Town.

The parties were given full opportunity to present evidence and make arguments.

In formulating its award, the panel considered the following provisions of c.589 of the Acts of 1987:

- 1) the interests and welfare of the public;
- 2) the hazards of employment;
- 3) physical, educational and mental qualifications;
- 4) job training and skills involved;

²On May 19, 2011, a panel mediation session was held with the parties.

- 5) comparative wage and employment conditions with employees performing similar services and with other employees generally in public and private employment in comparable communities;
- 6) the cost-of-living as determined by the Department of Labor;
- 7) the overall compensation presently received by the employees, including direct wages and fringe benefits;
- 8) tax levy limit - Prop 2½ ;
- 9) comparable property tax rates;
- 10) municipal growth rates- residential/commercial;
- 11) Free Cash/reserves;
- 12) mean residential income;
- 13) debt/projected expenses;
- 14) other settlements in the municipality and in other comparable communities for employees similarly situated; and
- 15) changes in any of the foregoing circumstances during the pendency of the dispute.

In formulating its award, the panel applied all of the statutory elements to the evidence. The panel reviewed and applied relevant internal and external comparability data to the parties' issues. It also considered the Town's ability to pay for the award's financial aspects.

Based on the evidence submitted, the panel concludes that the awarded proposals are justified, and that the Town has the requisite ability to pay for the financial components of the award, as discussed in more detail below. The terms of the parties' July 1, 2006 to June 30, 2009 collective bargaining agreement shall remain in effect in the July 1, 2009 through the June 30, 2011, and the July 1, 2011 through June 30, 2012 contracts, except as awarded herein by the Arbitration Panel, or as otherwise modified by the parties.

II. FINDINGS AND OPINION³

A. CONTRACT DURATION

1.) UNION PROPOSAL:

A two (2) or three (3) year contract beginning July 1, 2009 followed by a one (1) year collective bargaining agreement.

2.) TOWN COUNTER-PROPOSAL:

One, three (3) year contract - July 1, 2009 through June 30, 2012.

3.) DISCUSSION:

Due to the uncertainties of Town finances beyond Fiscal Year 2012, and the three (3) year duration of other Town contracts, including a recent Town Police Superior Officers arbitration award, in the instant case, the panel is predisposed to awarding two (2) contracts through fiscal year 2012. A two (2) year contract (July 1, 2009 through June 30, 2011) followed by a one (1) year contract (July 1, 2011 through June 30, 2012) is awarded retroactively to maintain contract continuity and to account for the impact of the *Boston Housing Authority vs. National Conference of Firemen and Boilers, Local 3* 458 Mass. 155 (2010) case.

4.) AWARD

- a) Contract #1 – July 1, 2009 through June 30, 2011;
- b) Contract #2 – July 1, 2011 through June 30, 2012.

B. COMPENSATION INCREASES

1.) UNION PROPOSAL:

Fiscal Year 2010 – No increase;

³The term Fire Fighter shall include Officers unless otherwise indicated.

Fiscal Year 2011 – 2% wage increase;
Fiscal Year 2012 – 3% wage increase; and a Senior Step.
Fiscal Year 2013 – 2% wage increase.

2.) **TOWN COUNTER-PROPOSAL:**

Fiscal Year 2010 – No increase;
Fiscal Year 2011 – No increase; and
Fiscal Year 2012 – No increase.

3.) **DISCUSSION:**

The panel is inclined to follow the Town pattern of no increases in Fiscal Years 2010 and 2011 with a 2% across-the-board wage increase effective July 1, 2011, and effective January 1, 2012 a senior step as awarded to Police Patrolmen and to Police Superior Officers. The Town argues that the twenty-four (24) hour shift is not available to other municipal employees, and that their COLA increases should not apply to Firefighters. In exchange for the twenty-four (24) hour shift, the Town seeks to withhold any compensation increase. However, while the twenty-four (24) hour shift is a favorable working condition, the Town admits that attempting to cost it out is a difficult exercise. It is not as if Firefighters are working less hours and receiving the same or more salary. It is also worthy of note that the panel is awarding the twenty-four (24) hour shift based on the Town's counter-proposal with its checks and balances.

Furthermore, Police Superiors were recently awarded the Town COLA pattern and the five (5) year senior step consistent with the Patrolmen's ten (10) year senior step. Incumbent Police Superiors receive the Quinn Bill benefit fully funded by the Town, not available to other Town employees. While the Town argues that the existing Quinn Bill contractual provision favored the Union's arbitration proposal, nevertheless, in the Police Superiors' arbitration, the Town referred to its total funding of it as a "very generous" benefit. Moreover, the Town has historically paid a 30%

stipend for a Master's Degree, 5% more than statutorily required.

As part of a total package, the panel awards to Firefighters the Town's COLA pattern without retroactivity in fiscal years 2010 and 2011. At the same time, the twenty-four (24) hour shift cannot be awarded retroactively, unlike a wage increase which in the instant case is awarded retroactively to only July 1, 2011. Furthermore, the senior step is effective prospectively on January 1, 2012, lessening its cost impact as compared to a retroactive application of it.

The Town has the requisite ability to pay for the awarded compensation increases. The Town points to its increased indebtedness with capital projects such as the new Plymouth North High School and the new Senior Center. The Town also points to a zero balance in the Pilgrim Nuclear Power Plant generated BECO Stabilization fund. Furthermore, since the Japanese Tsunami, the re-licensing of the Pilgrim Nuclear Power Plant, the Town's largest tax payer, is in jeopardy. Loss of tax revenue from the Pilgrim Nuclear Power Plant would be a major financial blow to the Town. However, the Town will have received nearly \$10 million from the Pilgrim Nuclear Power Plant in fiscal year 2011.

The Town argues that it recently received \$1.45 million less in local aid than it received in fiscal year 2009. Moreover, local aid for fiscal year 2012 is nearly \$300,000 lower than projected in March, 2011 when the Police Superiors arbitration case was heard. The Town contends that the downgrading of its April, 2011 Moody's Investors Service (Moody's) Bond rating from Aa2 to Aa1, lower than that of its neighbors, supports a finding that its fiscal position has deteriorated as a result of its increased indebtedness and utilization of reserves for budget-balancing purposes. However, while decreasing the bond rating, Moody's points to the Town's "sizeable tax base capacity and excess property tax levy capacity" as strengths. The Town's fiscal year 2012 Stabilization figure is an impressive \$7,564,000, although down from \$8,573,000 in fiscal year 2009. The fiscal year 2011 Overlay Reserve amount was \$974,327. The

fiscal year 2012 New Growth estimate is \$974,604, 75% of the fiscal year 2011 New Growth figure of \$1,299,472, up from fiscal year 2010 but down considerably from the almost \$3.4 million dollar fiscal year 2006 amount. However, the Town is poised to benefit from other sizeable project developments increasing the New Growth factor. The Union argues that the "Pinehills and MakePeace" projects generate considerable tax revenue, and that they will continue to do so with the addition of construction phases, feasible due to the large amount of undeveloped land in Town, the largest one in Massachusetts. In 2010, 1525 building permits were issued, generating \$759,040.44. In a departure from practices in other communities, the Town does not tax up to its levy limit, another indication of its fiscal well-being. The Excess Levy Capacity in fiscal year 2011 was valued at \$6.6 million dollars, and estimated to be the same in fiscal year 2012, up from the fiscal year 2010 figure of \$5,817,173. The Union also points to State revenues received by the Town for its maintenance of the Plymouth County House of Corrections. While 45% of the tourist-fueled 6% lodging tax revenue is used for promotional purposes, nevertheless the tax generates significant Town revenue (over \$900,000 in fiscal year 2010) as the Town is an attractive location based on its historical standing and ocean proximity.

While the Town points to reductions in revenue and reserve accounts, except Free Cash, a significant exception for the funding of collective bargaining agreement cost provisions, what is particularly relevant in the instant case is the amount of available funds to finance award cost items. The Town's January, 2011 Free Cash balance was \$2.9 million up from its 2009 level but down from its \$4.3 million ten (10) year average. Nevertheless, it is an enviable amount. A review of the Town's reserves, including Free Cash, and revenue declines, reveals that the Town is clearly able to fund the cost items awarded. However, in fashioning an award, the panel is mindful that the average family tax bill has increased nearly twenty percent (20%) since fiscal year 2009, and that the cost of employee

benefits has risen by approximately \$4.4 million since fiscal year 2009.

4.) **AWARD**

- a) Fiscal Year 2010 – no increase.
- b) Fiscal Year 2011 – no increase.
- c) Effective July 1, 2011, 2% across-the-board wage increase.
- d) Effective January 1, 2012, after 10 years of Firefighter service a sixth (6th) step with a value equal to Step 5, and after any COLA or other wage adjustment, increased by 2.08%. Effective January 1, 2012 after five (5) years of in-rank Officer service, a fourth (4th) step on the Lieutenant's, Captain's and Battalion Chief's salary schedule with a value equal to Step 3 and after any COLA or other wage adjustment, increased by 3.0%.

C. **VACATION LEAVE**

1.) **UNION PROPOSAL:**

The Union seeks a fifth week of vacation leave after ten (10) years of service.

2.) **TOWN COUNTER-PROPOSAL:**

The Town rejects the Union's proposal and seeks the following reduced vacation benefit for new hires:

Add new section M. - All employees hired after date of the award shall be eligible for the following paid vacation:

- F. Employees completing thirty (30) weeks employment prior to July 1 shall be granted two (2) weeks vacation
- G. Employees with less than thirty (30) weeks employment of a continuous nature as of July 1 shall be granted eight (8) hours of vacation for each full month of continuous service completed prior to July 1, but not to exceed forty- eight (48) hours of vacation
- H. An employee who has completed ten (10) years of service, shall, in the year in which this length of service has been completed, be granted three (3) weeks of vacation with pay.
- I. An employee who has completed twenty (20) years of service, shall, in the year in which this length of service has been completed, be granted four (4) weeks of vacation with pay.
- J. Employees hired after **date of the award** shall not be eligible to receive pay in lieu of vacation under sections J. or L. of this article.

3.) **DISCUSSION:**

Current Article IV (**Vacations**) benefit levels are as follows:

- A. An employee in continuous service shall be granted two (2) weeks' vacation with pay provided he has completed thirty (30) weeks of service prior to July 1.
- B. An employee with less than thirty (30) weeks' employment of continuous nature as of July 1st shall be granted eight (8) hours of vacation with pay for each full month of continuous service completed prior to July 1, but not to exceed forty-eight (48) hours of vacation.
- C. An employee who has completed five (5) years of service shall, in the year in which this length of service has been completed, be granted three (3) weeks of vacation with pay.
- D. An employee who has completed ten (10) years of service shall, in the year in which this service has been completed, be granted four (4) weeks of vacation with pay.
- E. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an equal amount to the vacation allowance as accrued in the vacation year prior to the employee's death but which has not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.
- F. Employees who are eligible for vacation under these rules and those whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the Armed Forces/shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the Armed Forces. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement or entrance into the Armed Forces occurs up to the time of the employee's separation from the payroll.
- G. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave may, at the discretion of the Chief, be charged to vacation leave.
- H. An employee, unless receiving pay for such a day or date under the provisions of Section 57A of Chapter 48 of the General Laws, shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday or Friday.
- I. Vacation allowance provided under the terms of this section will be calculated on a twelve-month period commencing on July 1st and ending June 30th, and these allowances must be taken in the twelve-month period that immediately follows. In unusual circumstances, exceptions may be granted by the Chief. Such vacations shall be granted by the Chief at such time as, in his opinion, will cause the least interference with the performance of the regular duties of the Department.

J. Each week of vacation to which a member of the bargaining unit is entitled shall consist of forty-eight (48) hours in accordance with the following schedule:

- One week - 48 hours
- Two weeks - 96 hours
- Three weeks - 144 hours
- Four weeks - 192 hours

Such vacation may be taken as day tours of ten (10) hours or night tours of fourteen (14) hours and may be taken either a tour (or tours) at a time or on a weekly basis or in any combination thereof. In addition, members shall be permitted to take earned vacation time in segments of four (4) hours or more in order to attend classes, courses, workshops, training sessions or seminars that qualify for educational increments under Article XIX with the administrative procedures for implementing this procedure being mutually developed by the Chief and the Union.

Any employee with fewer than ten (10) hours of vacation time remaining to his/her credit at the end of any fiscal year shall be reimbursed for any such unused vacation hours at his then regular hourly rate of pay. Such employees shall receive the reimbursement for their unused vacation hours by June 30 of that fiscal year.

K. The privates shall select their vacations on the basis of their seniority which shall be determined by the date of the commencement of their employment in the Department. In those stations in which four (4) or more individuals are assigned per shift, two privates on any given shift may be on vacation simultaneously. The officers — Captains and Lieutenants — shall select their vacations on the basis of their seniority which shall be determined by the date of the commencement of their employment in the Fire Department.

L. Employees who are entitled to either three (3) or four (4) weeks of vacation with pay may, at their option upon thirty (30) days' notice and with the approval of the Chief, elect to work during either their third or fourth week of vacation. Employees who volunteer to work during one or two weeks of the Vacation to which they are entitled shall be paid their regular week's pay for the week or weeks in question in addition to their vacation pay.

Firefighters have a maximum vacation benefit of four (4) weeks after ten (10) years of service and Town Police Officers receive a fifth week of vacation leave after fifteen (15) years of service. However, the Town argues that a Firefighter's vacation week is comprised of 48 hours while a Police Officer receives 42.5 hours of weekly vacation leave. Moreover, Town Firefighters will have a more

favorable time-off schedule as a result of the twenty-four (24) hour shift than at present. Although the twenty-four (24) hour shift includes the same number of hours worked as the 10/14 shift structure, the four (4) day time-off block per cycle is more beneficial to Firefighters than is the time off associated with 10 hour and 14 hour shifts. Therefore, the panel is not inclined to award the Union's vacation leave proposal. The panel also does not award the Town's proposal of a two-tier vacation schedule, reducing the vacation benefit for new hires, as the evidence does not justify the proposal.

4.) **AWARD**

- Status Quo.

D. **SICK LEAVE**

1.) **TOWN PROPOSAL:**

Add new section L:

- Employees hired after **date of the award** shall receive .75 days of sick leave for each full month of employment prior to July 1 following their initial employment. They shall be granted nine (9) sick days per year thereafter.
- Employees hired after (ratification date) shall not be permitted to utilize sick leave pursuant to section B of this article.
- Employees hired after (ratification date) shall accumulate unused sick leave to a maximum of sixty (60) days.

2.) **UNION PROPOSAL:**

Reject as unnecessary.

3.) **DISCUSSION:**

The current Article VII (**Sick Leave**) provision is as follows:

A. An employee in continuous employment shall be allowed one and one-quarter days of sick leave for each month of employment that is completed except that an employee who begins his/her continuous employment before June 1 of any calendar year shall, on

the following January 1, be credited with fifteen (15) days of sick leave for his/her service up to that date minus any sick leave days that he actually used during that period of time. Sick leave is intended to be used for the illness, injury or disability of an employee which prevents him/her from performing his normal duties.

B. Members of the bargaining unit shall be permitted to use up to five (5) days of their annual sick leave entitlement or their sick leave accumulation in the case of a serious illness in their immediate family consisting of their spouse, child or other relative who lives in the same household as the employee. Such family sick leave shall be subject to the authorization and reporting procedure described in Section F.

C. An employee in continuous employment shall be credited with the unused portion of leave granted under Section A up to a maximum of 200 days during the term of this Agreement.

D. If the amount of leave credited under Section B has been or is about to be exhausted, an employee may make application for additional allowance to that provided under Section A. Such application shall be made by the Chief who shall, in his discretion, determine whether to grant additional sick leave.

E. Sick leave must be authorized by the Chief and must be reported on blanks provided by the Chief.

F. The Chief may require a medical examination or medical certificate for any employee who reports his/her inability to report for duty because of illness after an employee has been absent for four (4) consecutive shifts or before then in the case of an employee who has, in the Chief's opinion, previously used excessive sick leave. This examination or medical certificate shall be at the expense of the Town by a physician appointed by the Chief.

G. An employee may be absent from duty without loss of sick leave and without loss of pay for any period of time whether he is absent because of injury or illness sustained in the line of duty directly related to the performance of said duty for which s/he is entitled to compensation under the provisions of General Laws Chapter 41, Section 111F. He shall be entitled to receive his full pay during any such period that s/he is totally incapacitated for these reasons. Nothing in this section shall be construed to conflict with Section 100 of Chapter 41 of the General Laws nor to affect the eligibility of uniformed regular members of the Fire Department in regard to payment for holidays.

H. The Fire Department shall maintain a record for each employee showing all of his/her used and accumulated sick leave. During the month of July each year, the Fire Department shall supply a written statement setting forth the number of the accumulated sick leave tours for each full-time permanent member of the Fire Department.

I. Any member of the bargaining unit who permanently retires from the Fire Department with ten (10) years or more of continuous service shall be paid a sick leave redemption for half of his unused accumulated sick leave days at a rate of \$25.00 per day up to a maximum of \$2500.00. The same payment shall be made to

the designated beneficiary or estate of a member of the bargaining unit who should die after having completed ten (10) years or more of continuous service at the time of his/her death.

J. The Town and the Union agree that the maintenance of good health and physical fitness is important to the successful performance of all duties and functions of the employees. Employees may be required to complete an annual physical examination paid for by the Town.

K. An employee who is incapacitated because of a non-job related illness or injury may seek to return to limited duty, subject to the approval of the Chief. Alternatively, an employee may be recalled to limited duty by the Town subject to all of the procedures and provisions set forth in Article XI, Sections C-G that are applicable to employees who are injured in the line of duty.

The Town proposed a reduced sick leave benefit for new hires, asserting that it should be equivalent to that of other Town employees, and more appropriate for the twenty-four (24) hour shift. However, there is no evidence of sick leave abuse. Per Section F, the Chief may require a doctor's note or an examination after four (4) consecutive shift absences, or when he suspects abuse. Unlike vacation leave, sick leave is a benefit that provides compensation to a Firefighter and his/her family when the Firefighter is disabled from performing his/her job duties. A junior Firefighter can experience a disabling illness as can a senior Firefighter. Moreover, the Town's twenty-four (24) hour shift circuit breaker mechanism, tied directly to sick leave use, will serve as a check and balance on sick leave abuse, to the extent necessary. Therefore, the panel is not inclined to reduce the sick leave benefit for new hires.

4.) **AWARD**

Status quo.

E. **STAFFING/ASSIGNMENT**

1.) **TOWN PROPOSAL:**

The Town proposes the following additional management rights terms to clarify its authority

to unilaterally determine staffing and apparatus:

- h. To unilaterally, and in its sole discretion, determine the level of staffing and coverage for vacancies, without restriction or limitation.
- i. To unilaterally, and in its sole discretion, determine the type of vehicle or apparatus and the appropriate staffing level for all vehicles and apparatus.

2.) **UNION COUNTER-PROPOSAL:**

The Union rejects the Town's proposal as unnecessary, pointing to the elimination of the contractual minimum manning provision six (6) or seven (7) years ago.

3.) **DISCUSSION:**

In pertinent part, Article XXI (**Management Rights**) includes the following terms:

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, the Town shall have the sole rights, responsibility and prerogative of management in the affairs of the Fire Department and direction of the working forces, including but not limited to the following;

- a) To select and determine the care, maintenance and operation of the equipment and property used by the Fire Department. The equipment and property shall be maintained according to current practice.
- b) To establish or continue policies, practices and procedures for the conduct of the Fire Department's business, and from time to time, change or abolish such policies, practices or procedures in a manner that shall not violate the terms and conditions of the collective bargaining agreement and that will be in accordance with the terms of Chapter 150E of the Massachusetts General Laws.
- c) To select and determine the number and types of employees required to perform the Fire Department's operations.
- d) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Fire Department, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- e) To determine the schedule and hours of duty consistent with the statutes and

the assignment of employees to work, which shall not violate the terms and provisions of this collective bargaining agreement.

While the Union correctly argues that there is no Article XXI minimum manning provision, the Town's proposal clarifies its authority to determine the staffing schedule, and make assignments. The thrust of the Town's proposal was to clarify its Article XXI right to determine general manning and vacancy staffing. The panel was not inclined to include a term addressing apparatus.

4.) **AWARD**

The Town's Section (h) proposal is awarded. The following provision is added to Article XXI:

h. To unilaterally, and in its sole discretion, determine the level of staffing and coverage for vacancies, without restriction or limitation.

F. **TWENTY-FOUR (24) HOUR SHIFT:**

1.) **UNION PROPOSAL:**

A twenty-four (24) hour shift with a 1/1/1/5 configuration, meaning one (1) twenty-four (24) hour shift followed by one (1) twenty-four (24) hour off-work period, followed by one (1) twenty-four (24) hour work shift, followed by five (5) twenty-four (24) hour off-work periods.

2.) **TOWN COUNTER-PROPOSAL:**

The Town rejects the Union's twenty-four (24) hour shift proposal. However, if the panel is inclined to award a twenty-four (24) hour shift, it should award a 1/2/1/4 configuration, with one (1) twenty-four (24) hour shift, followed by two (2) twenty-four (24) hour off-work periods, followed by one (1) twenty-four (24) hour work shift, followed by four (4) twenty-four (24) hour off-work periods. The Town also seeks other controls on the twenty-four (24) hour shift such as a maximum of thirty-nine (39) consecutive work hours, a circuit breaker of seven (7) annual sick leave days, and

no increases in benefits as a result of the implementation of the twenty-four (24) hour shift.

3.) DISCUSSION:

Town Firefighters currently work two (2) ten (10) hour days (8:00 am to 6:00 pm) followed by two (2) fourteen (14) hour nights (6:00 pm to 8:00 am). Based on the evidence submitted, including the prevalence of the twenty-four (24) hour shift in communities proximate to the Town, and the arguments of the parties, the panel is persuaded that the Town's counter-proposed 1/2/1/4 twenty-four (24) hour shift schedule is reasonable. The panel is of the opinion that the 1/2/1/4 schedule is better suited to Firefighter group contact as well as training schedules than is the 1/1/1/5 structure. However, Firefighters should be restricted to a maximum of forty (40) consecutive work hours . Furthermore, the current practice of ten (10) and fourteen (14) sick and vacation leave allocations should continue.

The panel also adopts the annual seven (7) sick leave day circuit breaker. The circuit breaker provision is based on an annual Firefighter's average of seven (7) sick leave days excluding chronic illness or injury of more than thirty (30) days. If the circuit breaker is tripped, the Town may issue to the Union a sixty (60) day discontinuance notice during which period, the parties will meet and discuss the circuit breaker, and associated twenty-four (24) hour shift matters.

4.) AWARD

- A) Effective December 1, 2011;
- B) 1/2/1/4 configuration;
- C) Forty (40) consecutive work hours maximum; and
- D) Sick leave and vacation may be used in ten (10) and/or fourteen (14) hour segments.
- E) The circuit breaker is based on an annual seven (7) sick leave day Firefighter average. For the purposes of calculating annual sick leave usage, serious illnesses or injuries causing an absence of thirty (30) or more consecutive days shall not be included in the average sick leave usage calculation. Sick leave usage will be measured at the end of every calendar year.

F) Continuation of the twenty-four (24)-hour work schedule in succeeding years shall be subject to the foregoing conditions. If the circuit breaker provision is activated, the Town may provide sixty (60) days notice to the Union that it intends to discontinue the twenty-four (24) hour shift. During the *sixty (60) day* notice period, the Town agrees to meet and discuss with the Union the circuit breaker in connection with the twenty-four (24) hour shift, including savings to the Department and reduction in absenteeism.

G. EDUCATIONAL INCENTIVE

A. UNION PROPOSAL:

EMT certificate: \$1,200.00
Associate's Degree: \$3,000.00
Bachelor's Degree: \$5,000.00

B. TOWN COUNTER-PROPOSAL:

Reject as unnecessary and costly.

C. DISCUSSION:

The current Article XIX (**Educational Incentive and Emergency Medical Training**)

provision is as follows:

A. Members of the bargaining unit who take courses directly related to Fire Science Technology at a college, junior college or community college shall receive, in addition to their annual salaries, longevity pay and all other compensation; educational increments according to the schedule set forth below. In addition, three (3) educational increment credits shall be granted for every nine (9) hours of training in a Massachusetts Fire Academy course or session and three (3) educational increment credits shall be granted for every nine (9) hours of training in a National Fire Academy course or session take after July 1, 1990.

\$120.00	for 6 Credits
\$240.00	for 12 Credits
\$360.00	for 18 Credits
\$480.00	for 24 Credits
\$600.00	for 30 Credits
\$720.00	for 36 Credits
\$840.00	for 42 Credits
\$960.00	for 48 Credits
\$1080.00	for 54 Credits
\$1200.00	for 60 Credits or an Associates Degree with a major in Fire Science.

The educational increment payments shall be made on a pro-rated weekly basis starting with the January 1 or July 1 following completion of the required number of credits. In order to obtain credit for such courses; members of the bargaining unit must first notify the Chief the Fire Department of the title of the course contemplated and the credits to be derived therefrom prior to taking any such course and must obtain a grade level of C or above (or its equivalent).

B. Any employee who is required to take a course in emergency medical training will be compensated for any time spent in the course during which s/he is not scheduled to be on duty at the overtime rate computed as set forth in Article III, Section F. Any employee who attends any such course while on duty will have such duty time covered by an off-duty officer or private, whichever the case may be.

C. Subject to the approval of the Chief, education credits shall be granted for fire-related certificate courses and programs and for continuing education courses in fields which have a bearing upon the occupational duties of a member of the Fire Suppression Force or other Staff or Specialist's position in the Fire Department irrespective of whether or not such courses are part of a formal Fire Science Degree Program.

The Town agreed to absorb the total Quinn Bill costs for incumbent Police Superiors, a significant benefit with a hefty price tag. Moreover, the Police Superiors' Arbitration Panel awarded the following Town's proposed benefit to non-Quinn Bill covered officers:

Bachelor's Degree in law enforcement	\$5,000
Master's Degree in law enforcement	\$7,500

While Firefighters are not covered by the Quinn Bill, the Firefighter's educational benefit is in need of an adjustment when compared to the Police Officers' educational stipend. An EMT certificate is typically associated with the Firefighting service. As there is no current EMT stipend, the panel awards an annual twelve hundred dollar (\$1,200) EMT stipend, the same amount currently paid for an Associate's Degree.

According to the Union, there are far more Fire Science Associate's Degree programs than Fire Science Bachelor's Degree programs. Consequently, it is reasonable to encourage Firefighters

to earn an Associate's Degree in Fire Science. While the panel does not award a Bachelor's Degree stipend, it increases the value of the Associate's Degree stipend to an annual twenty-five hundred dollars (\$2,500), providing an incentive to attain a Fire Science degree, beneficial not only to Firefighters, but also to the Town. A Firefighter earning sixty (60) credits without an Associate's Degree will continue to receive the twelve hundred dollar (\$1,200) stipend.

D. AWARD

1. An annual twelve hundred dollar (\$1,200) stipend for an Emergency Medical Technician (EMT) certification;
2. Increase Associate's degree stipend to twenty-five hundred dollars (\$2,500) annually.