COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between:	*	
MASSACHUSETTS DEVELOPMENT FINANCE AGENCY	*	ARB-21-8395
-and-	*	
DEVENS PROFESSIONAL FIRE FIGHTERS, LOCAL S-19, IAFF	*	

Arbitrator:

Timothy Hatfield, Esq.

Appearances:

James Pender, Esq. - Representing Massachusetts Development Finance Authority

Patrick Bryant, Esq. - Representing Devens Professional Fire, Fighters, Local S-19, IAFF

The parties received a full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at a hearing. I have considered the issues, and, having studied and weighed the evidence presented, conclude as follows:

AWARD

The MDFA did not violate the collective bargaining agreement when it did not allow a firefighter to accrue more than 48 hours of compensatory time in a fiscal year. The grievance is denied.

Timothy Hatfield, Esq.
Arbitrator
March 17, 2022

INTRODUCTION

On November 4, 2020, the Devens Professional Fire Fighters, Local S-19, IAFF (Union) filed a Charge of Prohibited Practice with Department of Labor Relations (Department). The Department directed the parties to show cause why the Department should not defer the charge to arbitration under the collective bargaining agreement. On January 7, 2021, the Department deferred the charge to arbitration. Under the provisions of M.G.L. Chapter 23, Section 9P, the Department appointed Timothy Hatfield, Esq. to act as a single neutral arbitrator with the full power of the Department. The undersigned Arbitrator conducted a virtual hearing via Web Ex on June 22, 2021.

The parties filed briefs on August 19, 2021.

THE ISSUE

Did the employer violate the collective bargaining agreement by not allowing a firefighter to accrue more than 48 hours of compensatory time in a fiscal year? If so, what shall be the remedy?

RELEVANT CONTRACT LANGUAGE

The parties' Collective Bargaining Agreement (Agreement) contains the following pertinent provisions:

Article 7 Grievance Procedure (In Part)

> **Section 1:** For purposes of this Article, a grievance shall be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement or the Devens Fire Department Personnel Policies, provided, however, that any matter arising under the purported exercise of management rights, pursuant to Article 2 of this Agreement, or any matter reserved to the discretion of the Agency by the terms

of this Agreement shall not be subject to this grievance procedure, nor construed as being grievable. Any matter which occurred or failed to occur prior to, or after the termination of, the date of this Agreement shall not be subject to arbitration. …

Step 3 …

Section 6: The Arbitrator shall have no power to add to, subtract from, or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him/her by agreement of the parties. The Arbitrator shall consider in any award external law that may be applicable to the grievance. …

Article 11 Savings and Stability of Agreement

Section 1: If any section or item of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected by such invalid section or item. The parties shall meet to bargain over the invalid section or item; such bargaining shall not reopen the Agreement.

Section 2: No Agreement, understanding, alteration, or variation of the terms or provisions contained in this Agreement shall bind the parties unless made and executed in writing by the parties hereto.

Section 3: The failure of the Agency or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Agency or Union to future performance of any such term or condition, and the obligations of the Agency and the Union to such future performance shall continue in full force and effect.

Section 4: The Agency and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Article 24 Compensatory Time

A firefighter may choose compensatory time in lieu of overtime for work in excess of his/her normal hours. The compensatory time will be allocated at the rate of one and one-half hours of compensatory time for each hour worked and cannot exceed two (2) shifts in total, and must be used by June 30, there is not an

> option to carry over from year to year. Use of compensatory time is at the discretion of the Fire Chief and the Chief must be given three (3) days' notice in writing prior to a firefighter utilizing compensatory time.

FACTS

The Massachusetts Development Finance Agency (MDFA or Employer) and the Union are parties to a collective bargaining agreement that was in effect at all relevant times to this arbitration. The MDFA is a quasi-public, independent state authority, which is responsible for encouraging economic growth and development in the Commonwealth. Pursuant to the Devens enabling statute, Chapter 498 of the Acts of 1993, the MDFA has statutory authority over the development and management of the Devens Regional Enterprise Zone. The MDFA, as part of its overall statutory managerial control of Devens, funds and oversees the Devens Fire Department. The Fire Department is comprised of a Fire Chief, Deputy Chief, and twenty firefighters, including lieutenants. Devens firefighters usually work twenty-four hour shifts. The Devens Fire Chief reports to MDFA's Executive Vice President for Devens.

Beginning with the 2008-2011 collective bargaining agreement, the parties agreed to the following language concerning compensatory time off in lieu of overtime pay:

> A firefighter may choose compensatory time in lieu of overtime for work in excess of his/her normal hours. The compensatory time will be allocated at the rate of one and one-half hours of compensatory time for each hour worked and cannot exceed two (2) shifts in total, and must be used by June 30, there is not an option to carry over from year to year. Use of compensatory time is at the discretion of the Fire Chief and the Chief must be given three (3) days' notice in writing prior to a firefighter utilizing compensatory time.

Thomas Garrity (Chief Garrity) was the Devens Fire Chief from 1999 until June 2011. Fiscal Year 2009, beginning on July 1, 2008, was the first year Devens firefighters were able to earn compensatory time in lieu of overtime pay. Between July 1, 2008 and Chief Garrity's departure in June 2011, no Devens firefighter earned more than 48 hours of compensatory time in one fiscal year.

Joseph LeBlanc (Chief LeBlanc) replaced Chief Garrity upon his retirement. In Fiscal Year 2012 and Fiscal Year 2013 no Devens firefighter earned more than 48 hours of compensatory time in lieu of overtime pay during a fiscal year. Beginning in Fiscal Year 2014, Chief LeBlanc began to allow firefighters to accrue more than 48 hours of compensatory time in a fiscal year as long as the fire fighters did not maintain more than 48 accrued hours at any one time. Chief LeBlanc allowed firefighters to use/draw down and accrue compensatory time throughout the fiscal year. Then Deputy Chief Timothy Kelly (Deputy Chief Kelly / Chief Kelly) spoke to Chief LeBlanc about the change in the interpretation of Article 24 from Chief Garrity, but Chief LeBlanc said he would allow it. Multiple fire fighters began earning and using well in excess of 48 hours of compensatory time in a fiscal year. The MDFA was unaware of Chief LeBlanc's new interpretation of Article 24.

Chief LeBlanc's service as Fire Chief ended on July 1, 2019, and he retired on October 5, 2019. Chief Kelly was promoted to Interim Fire Chief on July 10, 2019 and was formally appointed Chief on October 5, 2019. Upon Chief Kelly's promotion, he informed the MDFA of Chief LeBlanc's interpretation of Article 24, and his allowance of fire fighters to accrue and use more than 48 hours of compensatory time in a fiscal year.

Prior to his retirement, Chief LeBlanc participated in successor contract negotiations as a member of the Employer's bargaining team. During this portion of the negotiations, the MDFA proposed eliminating compensatory time from the collective bargaining agreement which the Union rejected. At the December 19, 2019 bargaining session, after the promotion of Chief Kelly, the MDFA withdrew its compensatory time proposal and instead, served notice on the Union that it would revert to enforcing the annual 48 hour limit to compensatory time accumulation that was in place prior to Chief LeBlanc's alternate interpretation. Specially, the MDFA stated:

> Article 24, Compensatory Time
>
> Comment/Notice: Existing language maintained with the understanding that the annual (fiscal year) limit of two-shifts (48 hours total) will be enforced going forward, i.e., no draw down/build back up to 48 hours.

The MDFA reiterated its notice to the Union again on January 23, 2020, when it exchanged the same written language. The Union did not agree with the MDFA's interpretation of Article 24 and did not feel the need to bargain in order to maintain the status quo. In May 2020, the parties reached a Memorandum of Agreement for a successor collective bargaining agreement with the effective dates of July 1, 2018 through June 20, 2021. Chief Kelly notified bargaining unit members that he would begin enforcing the 48-hour annual accrual cap beginning on July 1, 2020, the first day of Fiscal Year 2021.

On August 19, 2020, the Union filed a grievance on behalf of Lieutenant Sanford Ford (Lieutenant Ford) claiming that the MDFA had violated Article 24 by limiting Lieutenant Ford's accrual of compensatory time to 48 hours for Fiscal Year

2021. Chief Kelly denied the grievance on August 28, 2020, citing Article 24 and Article 11 of the collective bargaining agreement and the written notice the MDFA previously provided the Union.

On November 4, 2020, the Union filed a Charge of Prohibited Practice with the Department. The MDFA filed a motion to defer the charge to arbitration, and on January 7, 2021, the Department deferred the charge to arbitration, resulting in the instant arbitration.

POSITIONS OF THE PARTIES

THE UNION

This matter involves the unilateral decision of the MDFA to ignore past practice interpreting language in the collective bargaining agreement by limiting accrual of compensatory time to 48 hours in a fiscal year, regardless of the amount accrued and unscheduled at the time. Article 24 allows firefighters to elect compensatory time in lieu of overtime, allocated at 1.5 times per hour worked. It further states that such accrual cannot exceed two shifts in total, and must be used by June 30th, there is no option to carry over from year to year.

The longstanding and consistent practice under Article 24 has been that firefighters may accrue more than 48 hours of compensatory time during a fiscal year as long as they do not have more than that amount banked and unscheduled at the time they request additional compensatory time. The practice is supported by documented records showing firefighters accruing more than 48 hours in every fiscal year since 2014.

The Language of Article 24 is Ambiguous

The language of Article 24 is unclear and susceptible to more than one meaning. It is well established among arbitrators that "if the words are plain and clear, conveying a distinct idea, there is no occasion to resort to interpretation, and their meaning is to be derived from the nature of the language used."[1] The language underlying the existing practice is not clear and unambiguous.

This language does not state whether "two shifts in total" is defined by reference to the amount throughout the year or at the time of the request. Article 24 does not prohibit firefighters from drawing down their bank and building it back up. Thus, the language is reasonably susceptible to an interpretation that if a firefighter works overtime, they can elect to receive compensatory time in lieu of pay so long as they do not have 48 hours accrued and unscheduled. Pursuant to the practice endorsed by the Chief since 2014, firefighters were encouraged to earn more than 48 hours of compensatory time during the fiscal year if, having accrued 48 hours of compensatory time at some point, they drew their hours down before building them back up to 48 hours.

The MDFA failed to establish that its interpretation, suspended knowingly and intentionally for six years, is the only reasonable one and that no plausible contentions may be made for conflicting interpretations. We agree that it may be reasonable to interpret Article 24 the way the MDFA has since July 2020, but that does not imply that there is no ambiguity in the language, nor that the Union's interpretation is unreasonable.

[1] Elkouri, How Arbitration Works, at p. 9-8 (8th Edition 2016).

Longstanding and Consistent Past Practice

Because the language at issue is ambiguous and the arbitrator is allowed to consider past practice to determine whether language is unambiguous, consideration of the past practice of compensatory time accrual is warranted. It is undeniable that since 2014, firefighters have been allowed to accrue compensatory time in excess of 48 hours yearly, so long as they did not have 48 hours accrued and unscheduled at the time of the request, and this practice continued over several Agreements. From 2014 forward, up to five employees have been accruing more than 48 hours per annum. The practice was uniform; it was allowed for all employees to earn more than 48 hours a year prior to this grievance. The sheer volume of employees who have used compensatory time over the 48-hour yearly limit binds the MDFA to their past practice. The practice was also mutual. To use compensatory time, employees had to get their documents signed off by the Chief. The Chief's endorsement on these excess hours shows a mutuality between the MDFA and the Union.

In sum, the practice of allowing firefighters to accumulate more than 48 hours of compensatory time throughout the fiscal year, or to draw down and build back up their bank, so long as they did not have 48 hours banked and unscheduled, satisfies all the benefits of a past practice.

MDFA Bound by the Past Practice Under Chief Leblanc

The MDFA argues that it is not bound by the past practice because executives were unaware of the practice that the Chief allowed. This is incorrect. The MDFA is bound by practices which it actually knew or should have known.

Even if we regard, *arguendo*, practices allowed by the Chief as not binding, the MDFA had amble reason to be on notice. MDFA maintains the compensatory time records and executives could have requested to review these documents at any time. Further, the use of compensatory time is regarded as a driver of overtime costs, which they must account for and budget. If the cost of overtime from compensatory usage is high enough to justify changing the long-standing practice, then it is high enough to have placed the MDFA on constructive notice.

Regardless of Interpretation or Intent, the Recent Past Practice Amended that Interpretation

The MDFA also argues that the practice under Chief Garraty affirms the mutual intent of the parties. This argument is flawed. First, this argument contradicts its disavowals of the practice under Chief LeBlanc. It is inconsistent to argue that the MDFA may adopt the practice of one Chief while disregarding another. While no firefighter accumulated more than 48 hours in a single fiscal year during the initial Chief's tenure, there is no evidence that firefighters sought to accrue more and were denied.

Even if the arbitrator regards the practice immediately following the insertion of Article 24 as binding on the Union and reflective of the true intent of the parties, the subsequent intentional and consistent behavior by the parties effectively amended the interpretation. Parties can amend contract provisions through past practice. Arbitrators have "noted that where contract language is clear, the existence of a [binding] past practice may be established where it is shown to be the understood and accepted way of doing things over an extended period of

time."[2] To show unambiguous language has been modified, a party must "show the assent of the other party and the minds of the parties … to have met on a definitive modification."[3]

The MDFA is Attempting to Obtain a Benefit it Failed to Achieve During Negotiations and to Have the Arbitrator Add Language to the Agreement

Arbitrators largely agree that if a party attempts, but fails, in contract negotiations, to include a specific provision, arbitrators will be hesitant to read such provision into the agreement through the process of interpretation. The MDFA wanted to end the practice of firefighters drawing down compensatory leave bank balances and building them back up to 48 hours. Instead of bargaining this proposal to impasse or resolution, it announced a unilateral change to the interpretation of Article 24. The Union does not deny being placed on notice about the MDFA's intent to change its interpretation, but as the Union did not agree to any change in practice or interpretation during negotiations, the MDFA's notice is insufficient to modify a contract term.

Finally, by unilaterally limiting the accrual of compensatory time to 48 hours per year, regardless of the amount accrued and unscheduled, the MDFA seeks to impermissibly have the arbitrator add language to the Agreement, which he is not permitted to do. The MDFA seeks to impose a compensatory leave cap that is contrary to the past practice and not compelled by the language of the Agreement.

[2] Elkouri, How Arbitration Works, at p. 12-28 (8th Edition 2016).
[3] Id.

Conclusion

For all the reasons stated herein, the Arbitrator should find that the MDFA violated the Agreement by failing to allow accrual of compensatory time in excess of 48 hours in a year.

THE EMPLOYER

The MDFA has overall responsibility for management of Devens, including the Devens Fire Department. The MDFA and the Union are parties to a collective bargaining agreement containing a provision allowing firefighters to accrue up to two shifts (48 hours) of compensatory time, in lieu of overtime pay, in a fiscal year.

In the first five fiscal years Devens firefighters had the contractual right to accrue compensatory time, and no firefighter accrued more than 48 hours of compensatory time in a fiscal year. However, beginning in FY 2014, then Chief LeBlanc allowed a firefighter to accrue a total of 88 hours of compensatory time over the course of the fiscal year, greatly exceeding the contractual limit of 48 hours. Over the next five fiscal years, Chief LeBlanc allowed more firefighters to accrue even greater amounts of compensatory time over the course of a fiscal year, allowing firefighters to accrue 48 hours of compensatory time, use some of that time and then accrue more time to refill their accrual bucket back to 48 hours. The MDFA was unaware that Chief LeBlanc had allowed this use and accrue compensatory time.

After Chief LeBlanc's retirement in October 2019, his successor Chief Kelly informed the MDFA of Chief LeBlanc's compensatory time accrual practices, which violated the express contractual language regarding the accrual of compensatory

time. The MDFA subsequently provided written and verbal notice to the Union that it: 1) repudiated the compensatory time accrual process allowed under Chief LeBlanc; and 2) would be enforcing the contractual compensatory time provision again, consistent with how it enforced the provision prior to Chief LeBlanc.

Express Contract Language is Clear and Unambiguous

The express terms of Article 24 provide that "compensatory time will be allocated at the rate of one and one-half hours of compensatory time for each hour worked and cannot exceed two (2) shifts in total, and must be used by June 30, there is no option to carry over from year to year." This provision is manifestly clear and straight forward that a firefighter can accrue up to a maximum of 48 hours of compensatory time per fiscal year.

The clear meaning of the provision is cemented by the reference of "two (2) shifts in total," which is an undeniable reference to the long-established 24-hour shift for Devens firefighters. The fact that the accrued compensatory time must be used by June 30, the last day of the fiscal year, further evidences that the maximum accrual of two shifts is deliberately gauged for the fiscal year as a whole, and not a situational snapshot of the number of accrued hours a firefighter has on any particular day.

Notably, there is no provision in Article 24 that would allow one to conclude that a firefighter had a bucket with a capacity of 48 accrued hours of compensatory time that could be accessed and refilled several times over the course of the same fiscal year. This creative replenishing accrual process is so untethered to the express language of Article 24 that any such interpretation would require Article

24 to be substantially modified and expanded, which is far beyond the bounds of the arbitrator's contractual authority. Rather than a violation of Article 24, Chief Kelly's enforcement of the total accrued cap of 48 hours in a fiscal year is wholly consistent with the express language.

The Union is attempting to fashion a narrative that, when compensatory time accrual became available, Devens firefighters were unaware of a total cap of 48 accrued hours per fiscal year simply because no firefighter had tried to accrue more than 48 hours in a fiscal year. As a threshold matter, it is notable that no Devens firefighter accrued more than 48 hours in any of the first five fiscal years, the first three of which were under Chief Garrity, the next two under Chief LeBlanc. In the first year compensatory time was available, firefighter Baldarelli, the Union President, accrued exactly 48 hours, as did firefighters Rock and Kelly.

The initial usage is far more supportive of Chief Kelly's testimony that the 48-hour annual cap was common knowledge among firefighters, rather than the Union's narrative that firefighters did not know or lacked interest in accruing more than 48 hours of compensatory time in a fiscal year. When the compensatory time provision was implemented, Chief Garrity testified that it was very clear in the contract that the compensatory time provision allowed up to a maximum accrual of 48 hours per fiscal year. In turn, Chief Kelly testified that when he was a firefighter, he fully understood from Chief Garrity that the accrual of compensatory time was subject to a maximum accrual of 48 hours total in any fiscal year.

After FY 2015, it did become common knowledge among firefighters that unlike Chief Garrity, Chief LeBlanc was permissive in both the amount and means

a firefighter could accrue compensatory time, such that several firefighters accrued hundreds of hours of compensatory time over the next few fiscal years, until Chief Kelly began enforcing the 48-hour annual cap of Article 24 at the beginning of fiscal year 2021.

MDFA Maintains the Contractual Right to Enforce the Express Terms of the Collective Bargaining Agreement

In Article 11, (Savings and Stability), the parties included purposeful language to ensure the preservation and operation of all express contractual provisions.

In Section 2, no understanding, alteration, or variation of Article 24 can be effective or enforced unless the parties agree in writing to do so. The arbitral record is wholly absent of any written agreement allowing for any divergence in the exercise of compensatory time accrual from the express contractual limits of Article 24, which was condoned by Chief LeBlanc, without knowledge by the MDFA until after his retirement in October 2019.

In addition, Section 3 preserves the continuing validity of contractual provisions even if the MDFA (or one individual Chief) had not consistently enforced or even flouted an express contractual term or condition. Section 3 precludes any finding of a waiver or relinquishment of the right of the MDFA to adhere to and enforce that provision prospectively.

Although not contractually obligated to do so, during successor negotiations in December 2019 and January 2020, the MDFA's bargaining team provided the Union with abundant written and verbal notice that it would be exercising its contractual right, pursuant to Article 11, Section 3, to recommence the

enforcement of Article 24 such that a firefighter was limited to a total annual accrual of 48 hours of compensatory time.

Thus the Union's claim that a binding past practice had been established under Chief LeBlanc is contractually untenable under not one, but three provisions in the collective bargaining agreement: (1) the clear and direct language in Article 24; (2) Section 2 of Article 11 requiring that the parties may only alter the contractual terms by agreement in writing, i.e. not by means of any past practice lacking such written agreement by the parties; and (3) the savings and no waiver provisions of Section 3 of Article 11.

Chief LeBlanc's Compensatory Time Practices Were Unknown To and Unauthorized By the MDFA

Implicit in the Union's claim that firefighters maintain the right to accrue over 48 hours of compensatory time per fiscal year through their draw down and re-accrue system is that Chief LeBlanc maintained the ability to bind the MDFA to this practice. As Chief Garrity testified, he was a "weak chief" in terms of his authority over the Fire Department and, throughout his twelve years as Devens Fire Chief, he ultimately reported to his "boss," MDFA's Vice President for Devens.

The MDFA lacked knowledge about Chief LeBlanc's rogue compensatory time practices, which were contrary to the express contractual provisions. Upon learning of those practices in late 2019, the MDFA formally disavowed and eventually ceased those practices.

The Union is unable to maintain a past practice claim pursuant to the express terms of the collective bargaining agreement. However, given the specific

instances of this matter, it is factually and legally dubious Chief LeBlanc's compensatory time practices would inure to the MDFA with any effect.

Conclusion

For all the foregoing reasons, the Arbitrator should dismiss the Union's grievance because the MDFA adhered to, not violated, the contract when it did not provide more than 48 hours of compensatory time in a fiscal year.

OPINION

The issue before me is: Did the employer violate the collective bargaining agreement by not allowing a firefighter to accrue more than 48 hours of compensatory time in a fiscal year? If so, what shall be the remedy? For all the reasons stated below, the MDFA did not violate the collective bargaining agreement when it did not allow a firefighter to accrue more than 48 hours of compensatory time in a fiscal year. The grievance is denied.

The language contained in Article 24 is clear and unambiguous and caps the amount of compensatory time a firefighter can earn at 2 shifts (48 hours) per fiscal year. Not withstanding this clear and unambiguous language, it is also undisputed that Chief LeBlanc chose to ignore this language and began to allow firefighters to earn up to 48 hours of compensatory time, then schedule and use that time and earn more compensatory time in the same fiscal year. Why the Chief diverted from the clear language, after beginning his tenure as Chief by following the language over multiple fiscal years, is unclear. What is clear is that it is unreasonable to read the language of Article 24 to include earning more than 48

hours of compensatory time in a fiscal year, by using the earn, drawdown and earn again approach he adopted.

The Union argues that Chief LeBlanc's interpretation of Article 24 has created a past practice that is binding on the MDFA. This argument fails for multiple reasons. First, the clear and unambiguous language of Article 11, Section 2 states:

> No Agreement, understanding, alteration, or variation of the terms or provisions contained in this Agreement shall bind the parties unless made and executed in writing by the parties hereto.

Under this Article, any "understanding, alteration, or variation of the terms or provisions contained in this Agreement" must be in writing to bind the parties. Chief LeBlanc acted on his own when he changed the interpretation of Article 24. The MDFA was unaware of his expansion of Article 24 until after his retirement. As such, there is nothing in writing to bind the parties to the alteration of Article 24 that the Union seeks.

Additionally, Article 11, Section 3 states:

> The failure of the Agency or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Agency or Union to future performance of any such term or condition, and the obligations of the Agency and the Union to such future performance shall continue in full force and effect.

Here, the parties have reserved to themselves the option to insist upon future performance of any term of the Agreement regardless of prior nonperformance. In this case, the MDFA was well within its rights to demand performance of Article

24's clear and unambiguous restrictions, notwithstanding Chief LeBlanc's failure to abide by the language.

Finally, even if I agreed with the Union that a past practice had been created by Chief LeBlanc's interpretation of Article 24, I find the notice presented to the Union, in writing and across the bargaining table, that the MDFA was no longer going to follow Chief LeBlanc's interpretation of Article 24 to be sufficient to discontinue a past practice and revert to the clear and unambiguous language of the collective bargaining agreement.

For all the reasons stated above, the MDFA did not violate the collective bargaining agreement when it did not allow a firefighter to accrue more than 48 hours of compensatory time in a fiscal year. The grievance is denied.

AWARD

The MDFA did not violate the collective bargaining agreement when it did not allow a firefighter to accrue more than 48 hours of compensatory time in a fiscal year. The grievance is denied.

Timothy Hatfield, Esq.
Arbitrator
March 17, 2022