

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between:

TOWN OF LANCASTER

and

TEAMSTERS, LOCAL 170

Case No.: ARB-21-8856

Date Issued: March 1, 2024

Arbitrator:

Holly Accica, Esq.

Appearances:

Eli Gillen

- Representing the Teamsters, Local 170

Marc Terry, Esq.

- Representing the Town of Lancaster

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 issue, and, having studied and weighed the evidence presented, conclude as follows:

THE ISSUE

Did the Town violate Article 12 of the Collective Bargaining Agreement (CBA) when it denied the Grievant, Courtney Manning (Manning), the base wage increase?¹

RELEVANT CONTRACT LANGUAGE

Article 3: Definitions:

- A. "... Call Firefighter is defined as a 'paid intermittent uniformed member of the Fire Department'..."²
- B. "...Full-Time Firefighter is defined as a 'paid uniformed member of the Fire Department... on a regular schedule of at least 40 hours a week.'"

¹ During the hearing, the Town withdrew its arguments pertaining to any procedural arbitrability issues.

² For the purposes of this Award, I will refer to "call" firefighters as "part-time."

Article 12: Wages:

... “Effective 7/1/2020, any firefighter that qualifies for the dual role of FF/EMT will receive a \$0.75 base wage increase. This increase shall apply to members as they receive the qualifications to achieve the dual role of FF/EMT...”

FACTS

The Town of Lancaster (Town or Employer) and the Teamsters Local 170 (Union) are parties to a Collective Bargaining Agreement (CBA) with an effective period between July 2020 through June 2023. The Union is the collective bargaining representative for a unit comprised of firefighters and EMTs employed by the Town. The bargaining unit includes only one full-time firefighter-EMT: the Grievant, Captain Courtney Manning (Manning). The other bargaining unit employees are regular part-time or “call” firefighters, working less than 40 hours per week. The term “dual-role” appears only once in the CBA: in Article 12.

During May 2020, the parties engaged in negotiations for the 2020 to 2023 contract. The Union submitted three proposals to the Town with respect to bargaining unit employee wages. The Town responded and provided the Union with cost analyses of the \$0.75 base-wage increase proposals. The Town and the Union claimed to have had numerous conversations, both during and outside negotiations, pertaining to the applicability of the base-wage increase for full-time firefighter-EMTs (i.e., Manning), and have differing assertions as to the results of those discussions. After the CBA was ratified, Manning was not provided with the \$0.75 base-wage increase. As a result, the Union filed a grievance against the Town for failure to provide Manning with the increase. The grievance was denied at all steps of the grievance procedure, resulting in the instant arbitration.

POSITIONS OF THE PARTIESThe Union

The Union contends that the applicable language in Article 12 should be construed based upon the plain reading of the language. Essentially, by failing to explicitly exclude full-time firefighters from the base-wage increase, the only conclusion to be drawn is that Manning was intended to be included and receive a base wage increase along with the part-time firefighters.

The Town

The Town asserts that the Union is seeking to use the grievance and arbitration process to obtain a benefit not sought through the collective bargaining process. The Town argues that there was never an intent to include full-time firefighter-EMTs in the wage increase promulgated by Article 12 of the CBA. The Town asserts that as the Town’s only full-time firefighter, Manning was always required to maintain his EMT certification as a condition of his employment, and that the base-wage increase was never intended to apply. The Town argued that the base-wage increase was solely meant to be

an incentive for part-time employees to also obtain and maintain their EMT certification. The Town goes on to argue that this information and intent was clearly conveyed to the Union throughout the successor negotiation process in 2020.

OPINION

The parties stipulated to the issue in this case, which is: Did the Town violate Article 12 of the Collective Bargaining Agreement (CBA) when it denied the Grievant, Courtney Manning (Manning), the base wage increase. After a thorough review of the evidence, arguments presented, and relevant contractual provisions, I hereby find that the Town has violated the terms of the CBA.

As a contract interpretation case, I must first decide whether the language in Article 12 of the CBA is clear and unambiguous. As explained below, I find that it is, and thus, the clear and unambiguous language dictates the result.

Article 12 states that ... “Effective 7/1/2020, any firefighter that qualifies for the dual role of FF/EMT³ will receive a \$0.75 base wage increase. This increase shall apply to members as they receive the qualifications to achieve the dual role of FF/EMT...” Notably, this language explicitly states that “any” firefighter that qualifies for the dual-role will receive a base-wage increase upon signing of the contract, and it does not distinguish between full and part-time firefighter-EMTs.

Further, upon reviewing the contract in its entirety, it is clear that if the parties had intended for a distinction to be made when applying the base-wage increase based on full or part-time status, the language in the CBA would have reflected as such. This is evident from the fact that other provisions in the CBA explicitly reference a distinction between full-time and part-time employees in determining the application of those provisions. For example, Article 4 of the CBA reads as follows: “Seniority shall be defined as length of continuous service in the Lancaster Fire Department as a *call or full-time* firefighter or EMT...” (emphasis added). Similarly, Articles 13, 15, 20, and 21, differentiate between full and part-time status in the application of those provisions.

The language of Article 12 is clear and unambiguous, and thereby controls this dispute. Further, it would be contrary to the fundamental tenets of contract interpretation for the Arbitrator to ignore the language throughout the remaining provisions of the CBA. Therefore, any assertion that Article 12, which lacks a distinction between full and part-time firefighter-EMTs, is disregarded.

As noted, the Town argues that there was never an intent to include full-time firefighter-EMTs in the wage increase promulgated by Article 12 of the CBA, and that this

³ The abbreviation “FF/EMT” is used by the parties to refer to individuals employed by the Town in the dual role of firefighter (FF) and emergency medical technician (EMT). There are other employees who are solely firefighters and solely EMTs and do not retain the “dual-role” status.

information and intent was clearly conveyed to the Union throughout the successor negotiation process in 2020. However, because the contractual language at issue is unambiguous, I need not look at bargaining history to determine its meaning.

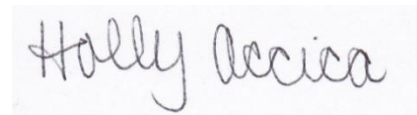
However, even if I agreed with the Town that the language in Article 12 was ambiguous, and then considered evidence stemming from the 2020 negotiations, the result would be the same. The May 13, 2020 "Recap Tentative Agreement" states that the "...Town agrees to a [\$0.75] increase for each 'dual role' member of the department... Town agrees to match call hour guarantee for FT staff." In this document, the Town does not indicate that it agrees to a \$0.75 increase only for the "call" members of the department. Yet, in the following sentence, it differentiates between full and part-time staff.

In sum, upon reviewing the language of the CBA, it is evident that Article 12 unambiguously requires the Town to grant base-wage increases to any bargaining unit employees in the dual role of firefighter-EMT, irrespective of full or part-time status. This would include Manning, as the Town's only bargaining unit employee in the full-time firefighter-EMT role. The provision specifies the effective date, the amount of the increase, and the scope of application, leaving no room for interpretation that would exempt Manning from this benefit.

AWARD

The Town violated Article 12 of the CBA when it denied the Grievant, Courtney Manning, the base wage increase. The Town is hereby ordered to make Manning whole for the loss of wages.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



Holly Accica, Esq.
Arbitrator