

In the Matter of the Interest Arbitration between:
Town of Hull, MA & International Association of Fire Fighters, Local 1657

JLMC 12-02F

April 10, 2014

INTRODUCTION

The previous Collective Bargaining Agreement expired on June 30, 2011. The parties held a 3A hearing on January 22, 2013, where the following issues were certified for arbitration. Prior to the scheduled arbitration in early June, 2013, the parties believed they had an agreement but closure was not reached. An arbitration hearing was held on December 6, 2013, and briefs were received from the parties by February 14, 2014.

The following issues were certified for arbitration:

Wages, Duration, and:

Town:

1. Change in Fire Prevention Captain appointment.
2. Making the Fire Prevention Captain eligible for overtime rotation, similar to other Captains.

Union:

1. Rolling stipends into the base salary
2. EMT and Paramedic special duty compensation
3. Increases in Education Incentive Plan
4. Increase in the Fire Prevention Officer stipend
5. Increase in Union business time allotment

The Union was represented by Paul Hynes, Esq., and the Town was represented by James Lampke, Esq. The Arbitration Panel consisted of Richard MacKinnon (Labor member), Judith Robins (Town member) and Bruce Fraser (Neutral member.)

RELEVANT STATUTE PROVISIONS

The JLMC enabling statute, St. 1973, c. 1078, §4A(3)(a), as amended by St. 1987, c. 589 provides that at least 11 factors shall be considered in reaching a decision. In the present case, the Panel considered all that were relevant to these issues in making our decision.

THE ISSUES

Issue 1. Duration

Both parties agree that the duration should be three years, from July 1, 2011, through June 30, 2014.

Award

The Agreement shall run from July 1, 2011, through June 20, 2014.

Issue 2. Article V (Compensation), Section 1

The parties proposed the following salary increases:

| | FY 2012 | FY 2013 | FY 2014 |
|--------------|-----------|-----------|-----------|
| Union | 3% | 3% | 3% |
| Town | 0% | 0% | 3% |

Discussion

The Panel considered the many arguments from both sides, including the ability to pay and the relative position of the Town to the sets of comparable Town units offered by the Union and Town (in which the Town was near the mean on both), as well as the FF position relative to the other Town units. In addition, we considered the fact that bargaining for FY 15 had not begun for any of the Town units and we were not aware of plans to do so in the near future. Finally, we did not believe that including a 4th year for the Fire Fighters would serve either the Town or the parties well in their subsequent bargaining.

Award

The Town shall award salary increases to the Fire Fighters as shown in the following chart with the 1% in FY 2013 coming on the last day of June, 2013.

| | FY 2012 | FY 2013 | FY 2014 |
|-------------|----------------|----------------|----------------|
| Fire | 0% | 1% * | 3% |
| Police | 0% | 2%/2% | 0% |
| DPW | 0% | 0% | 3% |
| Clerical | 0% | 0% | 3% |
| Library | 0% | 0% | 3% |

*Effective June 30, 2013.

Issue 3. Article V (Compensation) New Section (Incorporate Stipends into Base Salary)

Position of the Union

The union proposes that all stipends, including
 Longevity
 Special Duty Pay
 EMS Stipends
 Night Shift Differential
 Educational Incentive
 shall become part of the base salary, effective June 1, 2013

Position of the Town

The Town rejects the proposal as being too costly.

Discussion

The panel spent considerable time discussing the relative merits of this proposal and concluded that this decision was best left to the parties in bargaining rather than mandating it through arbitration.

Award

The Panel declines to make a decision on this issue.

Issue 4. Article V (Compensation) Section 8 (Special Duty Pay)

Position of the Union

The Union proposes the following pay increase for EMTs and Paramedics, effective January 1, 2012. The language should read: Effective January 1, 2012 the following special duty pay schedule shall be in effect for EMTs and Paramedics.

| Special Duty | Position | Current | Proposed |
|---------------------|-----------------|----------------|-----------------|
| EMT-P | Firefighter | \$4,750 | \$6,000 |
| EMT-P | Officer | \$3,600 | \$4,000 |
| EMT-B | Firefighter | ----- | \$3,000 |
| EMT-B | Officer | ----- | \$3,000 |
| Defib. | Firefighter | ----- | \$360 [\$500] |
| Defib. | Officer | ----- | \$360 |

Position of the Town

The Town rejects the proposal.

Discussion

The Panel recognized the importance of these positions and the fact that they had not been increased for many years. It agreed with the Union's proposal and raised the Firefighter Defib to \$500.

Award

The Special Duty increases proposed by the Union (with the increase of a Firefighter Difib increased to \$500) is granted.

Issue 5. Article V (Compensation) Section 11B (Fire Prevention Captain)

Current Language:

The appointment of the Fire Prevention Officer shall be made by the Fire Chief after providing all the Captains the opportunity to apply for the appointment. The Fire Chief shall appoint the most senior Captain (years as Captain) who applies

for said appointment. If no applications are received, the Fire Chief shall appoint the least senior Captain (year as Captain).

Position of the Town

The Town proposes to replace the language with the following, which removes the seniority-based considerations in the selection process:

The appointment of the Fire Prevention Officer shall be made by the Fire Chief after providing all the Captains the opportunity to apply for the appointment.

It opposes the Union's proposed language changes and the stipend increase.

Position of the Union

The Union proposes that the amended provision read:

The appointment of the Fire Prevention Officer shall be made by the Fire Chief after providing all the Captains **who are Fire Prevention Officer Level II credentialed** the opportunity to apply for the appointment. The Fire Chief shall appoint the most senior Captain (years as Captain) **who is Fire Prevention Officer Level II credentialed**, who applies for said appointment. If no applications are received, the Fire Chief shall appoint the least senior Captain (years as Captain) **who is Fire Prevention Officer Level II credentialed**.

In addition, the Union proposes that the Fire Prevention Officer salary be increased from \$5,000 to \$7,500 per year, arguing that this Captain loses considerable income because he cannot work overtime.

Discussion

The Panel considered the two proposals and concluded that there were too many moving parts involved for us to fairly resolve the issue: for example, the removal of seniority-based considerations; the requirement that the selection be the least senior Level II credentialed; the raising of the salary by \$2,500 because of the lost overtime when the cost to the other Captains was stated to be in excess of \$4,500, but no data was provided; the cost of training a Fire Prevention Office Level II would be a new cost to the Town; and the fact that there was no

evidence that the present system is not working fine. Here, again, we believe that this issue is more appropriately resolved through negotiation, perhaps a joint committee to look at the issue, than by fiat from an arbitration panel.

Award

We decline to make a decision.

Issue 6. Article XXI - Education Incentive Plan

Current Language

Section 1: Employees who have earned and received an Associate's or a Bachelor's degree in a recognized Fire Science Degree program at an accredited college or university shall receive additional benefits as shown [below.]

| Degree | Current Amount |
|------------------------------------|-----------------------|
| Associate's Degree in Fire Science | \$2,000 |
| Bachelor's Degree in Fire Science | \$2,500 |
| Master's Degree in Fire Science | \$3,000 |

Position of the Union

The Union proposes increases, as shown.

| Degree | Current Amount | Proposed Amount |
|------------------------------------|-----------------------|------------------------|
| Associate's Degree in Fire Science | \$2,000 | \$2,500 |
| Bachelor's Degree in Fire Science | \$2,500 | \$3,000 |
| Master's Degree in Fire Science | \$3,000 | \$4,500 |

In addition, the Union proposes to alter the language of Section 2 to raise the stipend from the current \$300 to \$600 for a successfully completed three credit course, effective July 2013.

Section 2: The intention of this section is to provide a reimbursement for those Firefighters successfully completing courses at an accredited college or university. The Town will provide three hundred dollars (\$300.00) per three-credit course upon presentation of a grade report demonstrating a grade of 3.0 or better in a three-credit course and one hundred and fifty dollars (\$150.00) for a grade below 3.0 in a job related field...

Position of the Town

The Town indicated that it was not opposed to the proposal.

Discussion

Realizing that additional education is a valuable asset to both the Union members and the Town, and considering the modest increases, we grant the Union's proposal, but increase the BA degree in Fire Science from the proposed \$3,000 to \$3,500.

Issue 7. Article XIX, Section 1a: Union Business Leave

Current Contract Language

The Union president or his designee shall be excused from five (5) tours of duty, without loss of pay, from work to conduct union business.

Position of the Union

The Union proposes that the language should read:

The Union president or his designee shall be excused from seven (7) tours of duty, without loss of pay, from work to conduct union business (Effective January 1, 2013).

Position of the Town

The Town rejects the proposal.


Discussion

The Panel felt that although the increase may be justified, and although some other FF units have a more liberal policy, no persuasive evidence was provided to justify the increase. Thus, it had no basis to grant the recommendation. The Union's proposal is denied.

Award

There should be no change to this provision.

Respectfully submitted on April 10, 2014:


Bruce Fraser
Neutral Member

Judith Robbins
Town Member

Concur _____ Dissent _____

Rich MacKinnon
Labor Member

Concur _____ Dissent _____

Realizing that additional education is a valuable asset to both the Union members and the Town, and considering the modest increases, we grant to Union's proposal but increase the BA degree in Fire Science from the proposal \$3,000 to \$3,500.

Issue 6. Article XIX, Section 1a: Union Business Leave

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The Union president or his designee shall be excused from five (5) tours of duty, without loss of pay, from work to conduct union business.

Position of the Union

The Union proposes that the language should read:

The Union president or his designee shall be excused from seven (7) tours of duty, without loss of pay, from work to conduct union business. (Effective January 1, 2013)

Position of the Town


The Town rejects the proposal.

Discussion

The Panel felt that although the increase may be justified, and although some other FF units have a more liberal policy, no evidence was provided to justify the increase. Thus, it had no basis to grant the recommendation. The Union's proposal is denied.

Respectively submitted:

Bruce Fraser
Neutral Member



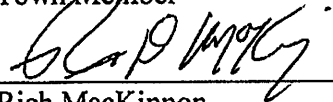
Judith Robbins
~~Town~~ Member
Mgmt

Concur X Dissent _____

Bruce Fraser
Neutral Member

Concur_____ Dissent_____

Judith Robbins
Town Member



Rich MacKinnon
Labor Member

Concur_____ Dissent_____