

COMMONWEALTH OF MASSACHUSETTS
JOINT LABOR MANAGEMENT COMMITTEE

In the Matter of the Interest Arbitration

Between

WALTHAM FIRE FIGHTERS UNION,
LOCAL 866, IAFF, AFL-CIO

AND

CITY OF WALTHAM

JLMC-12-14F

INTEREST ARBITRATION AWARD

BEFORE: Erica F. Crystal, Esq., Neutral Arbitrator and JLMC Chair

Matthew Reddy, Labor Member

Dean Mazzaella, Management Member

APPEARANCES:

For the Employer: Luke Stanton, Esq.
Assistant City Solicitor

For the Association: Leah Marie Barrault, Esq.

OVERVIEW:

For reasons beyond the control of the Joint Labor Management Committee (JLMC), the original neutral arbitrator appointment to chair the tripartite panel in this case failed to complete the assignment. After much consideration, in the interest of best resolving the parties' labor dispute, the JLMC has appointed its Chair, Erica F. Crystal, Esq. to reconvene the deliberations of the tripartite panel in this case and issue an Award. Given the unique circumstances giving rise to this decision, the JLMC makes this AWARD.

PROCEDURAL BACKGROUND:

The Waltham Fire Fighters Union, IAFF Local 866 (Union) and the City of Waltham (City or Employer) engaged in collective bargaining over the terms of a successor contract to their July 1, 2010 through June 30, 2013 Collective Bargaining Agreement (CBA). After direct negotiation proved unsuccessful, the Union filed a petition with the JLMC on December 22, 2011. At its meeting on February 23, 2012, the JLMC voted to exercise jurisdiction in this matter. After mediation proved unsuccessful, the JLMC determined at its June 14, 2012 meeting that the "issues in negotiations have remained unresolved for an unreasonable period of time, resulting in the apparent exhaustion of the processes of collective bargaining," and ordered that the parties appear for a 3(a) hearing to identify the issues that remained in dispute and the preference of the parties on how best to resolve the issues.

Thereafter, the JLMC appointed an arbitrator as the chair of the tripartite panel and notified her of the appointment in a letter dated October 3, 2012. The arbitration was

conducted and briefs were submitted on or before January 18, 2013. The Arbitrator was unable to complete the decision, despite repeated requests by the JLMC that she do so. At its meeting on August 15, 2013 the JLMC initially voted to remove the arbitrator from the case and ask the parties to pick a new arbitrator to conduct a second arbitration hearing. This decision would require considerable delay and cost to the parties. At its meeting on September 12, 2013, the JLMC reconsidered its decision and decided instead that the JLMC Chair should reconvene the Panel and issue an Award.

ISSUES IN DISPUTE:

After the parties convened for the arbitration, a total of three (3) issues remained to be arbitrated:

1. Article VI, Section 6.1: Compensation --COLA
2. Article VI, Section 6.16b: Compensation --Defibrillation Certification Pay
3. Article VIII, Section 8.11: Training

Duration of the Contract was not at issue, since the parties agree to the advisability of a three year Agreement running from July 1, 2010 through June 30, 2013.

While the parties submitted testimony and evidence regarding Issue #3 at the arbitration hearing and provided argument regarding their dispute over the time off for training provision, at the direction of the Panel they reached an agreement on it. Because it was an issue presented to the Panel, that voluntary resolution is incorporated into this Award.

1. Compensation – COLA Adjustment:

The Union sought an increase of 4%, retroactive to July 1, 2010; an increase of 4%, retroactive to July 1, 2011, and a 4% increase retroactive to July 1, 2012.

The City offered a cost of living increase of 0% effective July 1, 2010; a 1% increase effective July 1, 2011; and an increase of 2% effective July 1, 2012, or 3% over the three year contract term.

AWARD:

Amend wage table to reflect following base wage increases:

Effective July 1, 2010	.5%
Effective January 1, 2011	.25%
Effective July 1, 2011	2.5%
Effective July 1, 2012	2.5%

2. Compensation – Defibrillation Certification Pay:

The Union proposed increases to the annual defibrillator stipend of 2% in each of the three years of the Agreement, with the stipends based on the top step deputy chief's pay.

The City opposed any percentage increase in the amount of defibrillation pay.

AWARD:

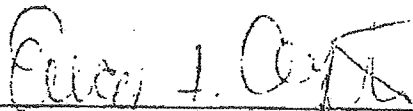
Amend to reflect a 1.0% increase in Defibrillation Certification Pay of a top step Firefighter effective July 1, 2012.

3. Training:

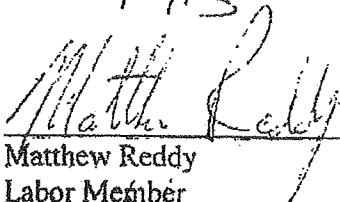
As noted above, the Union and the City have reached an agreement on this issue.

The parties' signed voluntary settlement is attached to this award as Attachment A and is incorporated herein and is effective July 1, 2012.

So Awarded:



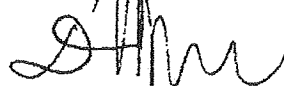
Erica F. Crystal, Esq.
Panel Chair, JLMC Chair
Dated 10/16/13



Matthew Reddy
Labor Member
Dated 10/16/13

Assent ✓

Dissent



Dean Mazzarella
Management Member
Dated 10/16/13

Assent ✓

Dissent

8.11 Training

In addition to the existing Training Deputy and Training Captain's respective obligations to remain current in their training, firefighters shall be granted time off to attend accredited training seminars or programs as approved by the Chief of the Department ("Chief"), provided it does not create the need for overtime.

The firefighter may request that the Chief pay for anticipated backfill associated with a request to attend accredited training seminars or programs through an Overtime Training Account ("OTA"). Accredited training seminars or programs shall include offerings by the Massachusetts Fire Academy, National Fire Academy, or any other entity recognized by the Chief. The term "backfill" means the filling of a vacant shift with a callback or overtime due to firefighter training. The City shall create an Overtime Training Account of not less than \$24,000 to pay only for backfill caused by the Chief's approval of time off for firefighters to attend accredited training seminars or programs. Leave approved shall not be rescinded and shall not result in the firefighter being charged paid leave so long as the leave approved is within said annual fiscal OTA budget of \$24,000 at the time the request is approved. The Chief shall fill the position with the lowest rank possible at the Chief's discretion.

If the Chief does not approve a firefighter's request for backfill from the OTA, then the firefighter shall be granted time off to attend accredited fire training programs or seminars provided it does not create overtime and is approved by the Chief. If the Chief does not approve a firefighter's request for backfill from the OTA and the leave does result in overtime, the firefighter may, if he or she elects to do so, use a personal day, vacation day or swap to attend the training. If there is enough staffing on the day of the training, the personal day, vacation day or swap will be canceled.

Nothing in this section shall create any compensatory time, time owed, or minimum training hours.

The Chief will maintain records of backfill requests, approvals and denials. The Chief agrees to furnish OTA records to the Union upon request within a reasonable period of time.


The above terms are subject to ratification or further instruction of the Joint Labor Management Committee.

City of Waltham,
By


MAYOR

Date: 1/30/13

IAFF, Local 866
By


President

1/30/13