

JOINT LABOR MANAGEMENT COMMITTEE FOR POLICE AND FIRE

**IN THE MATTER OF
INTEREST ARBITRATION
BETWEEN**

**WALTHAM FIREFIGHTERS,
LOCAL 866**

-AND-

CITY OF WALTHAM

JLMC-14-3793

AWARD

A. Contract Duration

1. July 1, 2013 through June 30, 2016

B. Cost-of-Living Increases

- (1) Effective July 1, 2013, a 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2013.
- (2) Effective July 1, 2014, a 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2014.
- (3) Effective July 1, 2015, a 2% across-the-board wage increase applied to the to the salary schedule in effect on June 30, 2015.

C. Vacation Leave

Status Quo.

D. Compensatory Time

Status Quo.

E. Hazardous Duty Pay

- (a) Effective July 1, 2013, a 1% stipend applied to the base salary in effect on June 30, 2013, after its increase by the 2% cost of living adjustment.
- (b) Effective January 1, 2014, an additional 1% increase to the stipend applied to the base salary in effect on December 31, 2013.
- (c) The Hazardous Duty Stipend will be included in a Firefighter's base salary for the

purpose of calculating overtime and other contract benefits.

F. Longevity

Status Quo.

G. Tours of Duty

Status Quo.

H. Vacancies/Promotions

Fire Prevention/Training as presently structured which is 2 Deputy Chiefs, 1 Captain, and 3 Lieutenants shall not be included as Fire Suppression Division minimums, but at the discretion of the Chief, those aforementioned Officers may be used to fill in for Fire Suppression positions when necessitated by unscheduled, unforeseen, extenuating, or emergency circumstances, so long as the temporary substitution is limited to a maximum of three (3) hours in duration per occurrence. The Chief's above-cited substitution discretion is intended to ensure public safety, and not to avoid overtime opportunities.

I. Roll Call

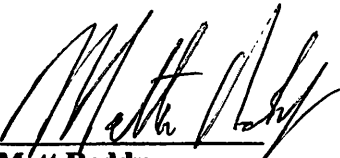
Roll Call shall occur shortly after 0800 hours.

J. Personnel Evaluations

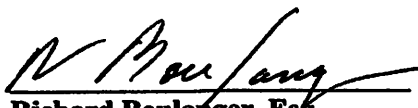
Joint Study Committee.

K. Rules and Regulations

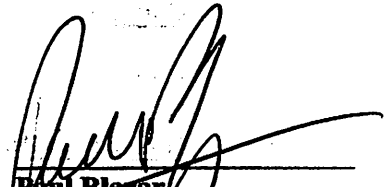
Status Quo.


Matt Reddy
Union Panelist

Dated: 5/28/15


Richard Boulanger, Esq.
Chairman and Neutral Panelist

Dated: 5/28/15


Paul Blazar
City Panelist

Dated: 5/28/15

I. INTRODUCTION

The Joint Labor-Management Committee (JLMC) Interest Arbitration Panel is composed of Union Representative, Matt Reddy; Neutral Panelist and Chairman, Richard Boulanger, Esq.; and City Representative, Paul Blazar. The Arbitration Panel was appointed by the JLMC to resolve a contract dispute between the Waltham Fire Fighters, Local 866 (Union) and City of Waltham (City). The parties submitted the following issues for hearing: Contract Duration; Wage Increases; Vacation Leave; Compensatory Time; Tours of Duty; Vacancies/Promotions; Rules and Regulations; Roll Call; Personnel Evaluations; Hazardous Duty Pay; and Longevity.

The interest arbitration proceeding was held on March 6, 2015 at the Offices of the JLMC, Boston, Massachusetts.

The Union was represented by Ms. Leah Barrault, Esq.; Lieutenant John Ferrick, Union President; Mr. Kevin Dasey, Financial Analyst/Consultant, and Fire Chief Paul Ciccone were called as witnesses by the Union.

Mr. Luke Stanton, Esq. represented the City. The following individuals were called as witnesses by the City: Mr. Paul Centofanti, City Auditor, and Mr. Warren Rutherford, Consultant.

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;
- 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 City'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 City 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, 2010 to June 30, 2013 collective bargaining agreement shall remain in effect in the July 1, 2013 through the June 30, 2016 contract, except as modified herein by the Arbitration Panel, or by the parties.

II. FINDINGS AND OPINION¹

A. CONTRACT DURATION

1.) UNION PROPOSAL:

A three (3) year contract beginning July 1, 2013 through June 30, 2016.

2.) CITY COUNTER-PROPOSAL:

A three (3) year collective bargaining agreement beginning July 1, 2013 through June 30, 2016.

3.) DISCUSSION:

Pursuant to the parties' agreement, the collective bargaining agreement shall have a term of July 1, 2013 through June 30, 2016.

4.) AWARD

Contract Duration – July 1, 2013 through June 30, 2016.

B. COST-OF-LIVING INCREASES

1.) UNION PROPOSAL:

July 1, 2013 – 4.5% wage increase;
July 1, 2014 – 4.25% wage increase;
July 1, 2015 – 4.25% wage increase;

2.) CITY COUNTER-PROPOSAL:

July 1, 2013 – 1.5% wage increase;
July 1, 2014 – 1.5% wage increase;
July 1, 2015 – 1.5% wage increase;

3.) DISCUSSION:

The Union argues that internal and external comparability data justify its wage proposal,

¹The term Firefighter shall include Captains, Deputy Chiefs, and Lieutenants unless otherwise indicated.

and that the City has an ability to pay for same. The City contends that the same evidence supports its proposal.

A review of the internal and external comparability data and ability to pay evidence, as discussed in more detail below, support the following wage increases:

Cost-of-living Increases

- (a) Effective July 1, 2013, a 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2013.
- (b) Effective July 1, 2014, a 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2014.
- (c) Effective July 1, 2015, a 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2015.

a.) Justification

i. Internal Comparisons

The JLMC award for City Firefighters in the contract period July 1, 2010 to June 30, 2013 was an un compounded three (3) year cost of living adjustment (COLA) amount of 5.75% and a 1% increase in the defibrillation stipend. (See City Exhibit #23.) The City contends however, that due to various contractual compounding factors, the base pay increase was closer to 8%-9% per Firefighter for an average of 8.7%. (See City Exhibit #23.) As to the July 1, 2013 to June 30, 2016 collective bargaining agreement, the Union seeks a 4.5% COLA increase in FY14² and a 4.25% COLA in FY15²/16. The City offers a 1.5% COLA increase in each fiscal year. The City-wide COLA pattern for the July 1, 2013 to June 30, 2016 contract period is 2% effective July 1st of each fiscal year. (See City Exhibit #28.)

In negotiating settlements for the contract period July 1, 2013 to June 30, 2016 with City Librarians, Dispatchers and Traffic Supervisors Unions, in addition to the annual 2% COLAs,

² FY = Fiscal Year(s)

the parties added a 3.5% uplift to their salary schedules and benefits. The 3.5% adjustment represented the difference between the Firefighters' 6.75% JLMC ('10-'13) compensation award and the 3.25% negotiated with the three (3) Unions for the period July 1, 2010 to June 30, 2013. The City argues that it did not exceed the 3.5% figure, in addition to the three (3) year uncompounded 6% COLAs. The City argues for an award to Firefighters which includes only its annual 1.5% COLA proposal, and no other financial benefits. The City contends that Firefighters should not receive the 3.5% augmentation as they were awarded it by the JLMC in the 2010-2013 Award. The Union argues that in addition to the 6% COLA and its 2.75% equity adjustment computation, Librarians, Dispatchers and Traffic Supervisors also received an average 1.53% increase in other various compensation categories for a three (3) unit compensation average increase of 10.28%. Ironically, 1.5% is the FY14 value of the awarded City Firefighters Hazardous Duty Stipend. The Union also submits that City Teachers received a total package of 13.34% in the FY14-16 contract period, or a 4.59% annual uplift over the 8.75% COLA and equity adjustment increase. There is no persuasive justification for a wage increase to Firefighters which is less than 2% in each fiscal year.

ii.) Workload and Public Safety Comparison

The City-wide COLA pattern is justified by City Firefighters' workload, and by internal and external comparability data. Furthermore, the 2% COLAs are comparable to those negotiated/awarded in universe communities. The external comparability data reveals that the City Firefighter average base wage is not competitive, requiring application of at least the 2% COLA increase to it. In addition to residential properties, City Firefighters have approximately eighty thousand (80,000) day time and sixty thousand (60,000) night time occupants, and diverse structures to protect, including Waltham Hospital, industrial parks, retail centers, large housing

developments, busy highways, commuters, and Hanscom Air Force Base (Hanscom), all presenting serious and complex Firefighting hazards. (See Union Exhibit #2.) Lieutenant John Ferrick, Union President, testified without contradiction that City single and multi-family dwellings are "tightly packed" making fire suppression more challenging and complex. Moreover, the volume of Firefighter calls has risen steadily over the past several years. (See Union Exhibit #1.)

While internal and external COLA increase comparisons are enlightening, they must be reviewed in conjunction with internal and external overall compensation comparisons. The rationale being that a comparable COLA increase may result in base wages that are not competitive, as here. The Union submits that its compensation proposals are designed to bolster its competitiveness with City Police Officers and universe Firefighters. The City argues that the Union's salary proposals for the contract term July 1, 2013 to June 30, 2016 are excessive at an average total pay increase of 28.4% when COLA, hazardous duty, and longevity benefits are combined. (See City Exhibits #4-#6, #11 and #25.) The Union maintains that the JLMC's 2010-2013 award contributed to existing compensation lags when City Firefighter wages and benefits are compared to those of City Police Officers and universe Firefighters justifying its proposals in the instant case. The City submits that its Firefighters compare favorably to City Police Officers and universe Firefighters. The panel must address the compensation of City Police Officers as compared to City Firefighters. It must also scrutinize external (universe Firefighters) compensation disparities with City Firefighters.

Although City Firefighters work more hours than do City Police Officers, City Firefighters lag behind City Police Officer compensation by a factor of 8.3%, according to the Union. The Union contends that a City Firefighter (Private) with or without an Emergency

Medical Technician (EMT) certification earns less than a City Patrol Officer, irrespective of degree level. A JLMC panel is determining the financial aspects of the City Police Officer 2010-2013 contract. The City maintains that City Firefighters are competitively compensated relative to City Police Officer total salary.

The City contends that the appropriate universe is comprised of the towns of Belmont, Watertown, and Lexington, all of which abut the City. (See City Exhibit #27.) When total compensation is compared, it is only the Town of Watertown that exceeds the City's total salaries. (See City Exhibit #26.) However, when the City's cost of medical insurance is factored into total compensation, a City Firefighter's total compensation is approximately \$1,000/year more than a Town of Watertown Firefighter's annual compensation, according to the City. (See City Exhibit #6 and #14.) However, the Towns of Watertown and Lexington have a population of approximately one-half of the City's population, and the Towns of Belmont and Lexington have approximately one-third of the City's total Firefighting force. The Town of Watertown has ninety (90) Firefighters while the City has one hundred sixty-seven (167) Firefighters. The Union proposes a universe composed of Boston, Cambridge, Quincy, Lynn, Somerville, Waltham, Newton, Medford and Brookline. Except for the City of Boston, the Union's universe is better suited to compensation comparability factors, based on staffing, population, and apparatus. Therefore, the Union's universe data is more probative of a compensation measure for City Firefighters than is the City's universe.

The Union contends that the average City Firefighters' compensation lags behind their universe peers by 8.7% at FY14.4, a time designation which allows for comparisons of communities that have reached settlement with its Firefighters and those municipalities, as here, which have not settled their Firefighter contracts. Union data indicates that Firefighters lagged

behind their universe colleagues in every educational category in FY13, the last year that City Firefighters received a compensation increase and in each of FY14-16 years. The Union calculates the external lag at 10.3% at FY14.4 and 13.3% at FY16. The City contends that City Firefighters are competitively compensated when compared to universe Firefighters, particularly when health insurance benefits are included as compensation factors. The City argues that its health insurance benefit is more than competitive vis á vis universe Firefighters that receive it. The City pays 87.5% of the Blue Cross/Blue Shield PPO and 89% of the Tufts and Harvard HMO Plans. The City indicated that Union President Ferrick, covered by the City's HMO plan pays \$2,236 annually while the City pays \$21,411.00 yearly. (See City Exhibit #11.) The cost-sharing percentages have remained stable since 2008 when the Mayor reached agreement with all of the City's unions regarding contributions to health insurance costs. (See City Exhibit #12.) It appears that with the exception of hazardous duty pay and base salary, City Firefighters receive competitive benefits and stipends, particularly when health insurance is considered as it must be. The City's COLA pattern (2%) is awarded to increase 2013-2016 Firefighter base salaries for the reasons specified above.

The following COLA increases, awarded by the Panel, are justified:

- (a) Effective July 1, 2013, a 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2013.
- (b) Effective July 1, 2014, a 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2014.
- (c) Effective July 1, 2015, a 2% across-the-board wage increase applied to the to the salary schedule in effect on June 30, 2015.

b.) **Ability to Pay**

i.) **Economic Outlook**

Standard and Poor's assigned an AA+ rating to the City's 2014 General Obligations (GO) Bond offering, indicating the City's strong financial outlook. (See City Exhibit #17.) It also assigned the same long-term rating to the City's existing GO debt. (See City Exhibit #17.) However, while the City has a strong bond rating and overall has an ability to fund the financial components of the award, Standard and Poors provided the following "Outlook" to the City's financial condition:

The stable outlook reflects Standard & Poor's opinion of Waltham's strong financial performance, which Standard & Poor's expects to continue over the two-year outlook period. We believe rating stability is contingent on Waltham's ability to contend with increasing expenditures, including its pension and OPEB costs. If financial performance were to weaken, we could lower the rating. Currently, we believe the rating's upside is limited due to, what we consider, the city's high pension and OPEB liabilities. (See City Exhibit #17.)

The City submits that its unfunded pension and OPEB liabilities are quite high as compared to many eastern Massachusetts communities. (See City Exhibits #18-#20.) However, as to the only universe municipalities included in the compensation survey, the combined unfunded pension and OPEB liabilities of Cambridge and Newton are comparable to the City's liability with Newton having a higher unfunded pension liability than either Cambridge or the City. (See City Exhibit #19.) The Union argues that the City's unfunded pension liability is amortized to achieve full funding by 2035, five (5) years before the 2040 required target year. Also contributing to the City's OPEB liability is its contribution of 90% of a retiree's healthcare costs when statutorily they are only required to provide 50% of the costs, according to the Union. The Union argues that the City's OPEB liability is not constant and is dependent in part on fluctuating Medicare participation.

Nevertheless, the City's unfunded pension and OPEB liabilities must be responsibly funded. That effort requires the annual allocation of significant funds. Moreover, health

insurance costs to each party keep rising based on the percentages of the cost sharing, with the City paying more of the increase. According to the City, by way of example, in FY2010, the City paid \$33.5M in health insurance costs while collectively employees paid \$4.1M and in FY14, the City paid \$37.9M while collectively employees paid \$4.5M of the health insurance costs. (See City Exhibit #14.) The Panel must also consider Fire Department Capital Improvement programs from the beginning of FY2012 to FY15 in the amount of nearly \$3M. (See City Exhibit #16.)

However, the City's economy is robust with a positive, future forecast. Standard and Poor's rationale for the City's long-term positive (AA+) outlook is as follows:

The long-term rating reflects our opinion of the following factors for the city, including its

- Very strong economy, which benefits from its participation in the broad and diverse Boston metropolitan statistical area (MSA);
- Adequate management conditions with "standard" financial management policies under our Financial Management Assessment (FMA) methodology;
- Very strong budgetary flexibility with fiscal 2013 audited reserves in excess of 15% of general fund expenditures;
- Very strong liquidity; providing very strong cash to cover debt service and expenditures;
- Strong budgetary performance, which takes into account a revenue stream we consider stable; and
- Strong debt and contingent liabilities profile, bolstered by low debt-to-market-value ratios and aggressive amortization. However, we believe Waltham's pension and other postemployment benefits (OPEB) liabilities are high and a negative credit factor. (See City Exhibit #17.)

ii. Award Costs and Affordability

By offering an uncompounded 4.5% wage increase over the three (3) year contract period (2013-2016), the City revealed its ability to pay for such an increase. The City also has an ability to pay for an additional uncompounded one-half percent (0.5%) annually and a 1.5% wage increase over the three (3) year contract period, to provide Firefighters with the same COLA

increases as those received by other City employees. (See City Exhibit #28.) Using the City's calculations, the one-half percent (0.5%) increase has a cost of approximately \$63,500 in FY14, well within the City's ability to pay. The FY15 and 2016 one-half percent (0.5%) uplifts are equally affordable. The City cannot be surprised that the Panel would require at a minimum that it pay to its Firefighters the same COLA that it agreed to provide to other City employees.

The City is in an enviable financial position. In FY14, the first year of the contract, the City's Free Cash was \$18.8M. In FY15, its Free Cash amount was certified at \$21M. (See City Exhibit #13.) The City's Free Cash balance on July 1, 2014 was \$21,722,250. However, during the course of FY15, there were transfers made from the Free Cash account of approximately \$11M, leaving \$10,556,382. (See City Exhibit #15.) Nevertheless, while reduced, the FY15 Free Cash is an impressive figure. (See City Exhibit #15.) Moreover, the City's undesignated, unassigned balance in FY15 is \$21M, which funds can be used for any lawful purpose as can Free Cash. Furthermore, the City's Stabilization Fund is \$1.5M. The City has also experienced impressive New Growth. It also has an untapped, excess levy capacity, a symbol of strong financial health. While municipal managers typically frown on the use of Stabilization or Reserve funds to pay for recurring costs, including payroll expenses, certainly, Free Cash can be so utilized, particularly where, as here, such funds are ample. Based on the amount of its undesignated funds, particularly Free Cash, the City has an ability to pay for the awarded COLA increases.

4.) AWARD

a.) COST-OF-LIVING INCREASES

- (a)** Effective July 1, 2013, a 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2013.
- (b)** Effective July 1, 2014, a 2% across-the-board wage increase applied to the salary

schedule in effect on June 30, 2014.

- (c) Effective July 1, 2015, a 2% across-the-board wage increase applied to the to the salary schedule in effect on June 30, 2015.

C. VACATION LEAVE

1.) UNION PROPOSAL:

The Union seeks the flexibility to take vacation leave in two (2), one (1) week segments during the time frame June 1 through the first week in September, after fifteen (15) years of service.

2.) CITY COUNTER-PROPOSAL:

The City rejects the Union's proposal.

3.) DISCUSSION:

As to vacation leave usage, Article VII (Vacation) §7.2 (Vacation Periods) includes the following terms:

1. Vacation periods will start at the beginning of each calendar year and carry through to the end of the calendar year.
2. The summer vacation period will start the last week in June and carry through the first week in September and will be taken only in two week increments.
3. Firefighters shall be allowed to take a one week vacation during the summer vacation period, provided compliance with the eight members per shift rule is maintained.
4. Two week vacation blocks shall take precedence over one week vacation blocks.

B. Vacations will be selected by seniority in employee's own group.

C. Up to eight men may be on vacation at any one time from each working group.

Section 7.2A(3) allows Firefighters to take one (1) week of vacation leave during the summer vacation schedule so long as the staffing complement is maintained.

4.) **AWARD**

Status Quo.

D. **COMPENSATORY TIME**

1.) **UNION PROPOSAL:**

The Union seeks time owed in lieu of overtime compensation.

2.) **CITY PROPOSAL:**

The City objects to the Union's proposal.

3.) **DISCUSSION:**

The Panel does not award the proposal as its focus is providing competitive compensation increases to Firefighters.

4.) **AWARD**

Status Quo.

E. **HAZARDOUS DUTY PAY**

1. **UNION PROPOSAL:**

The Union proposes the following Hazardous Duty Stipend:

Effective July 1, 2013, members shall receive additional compensation equal to five (5)% of his or her base wage. Such compensation shall be factored into a fire fighter's base wage for purposes of overtime and all other contractual benefits.

2. **CITY COUNTER-PROPOSAL**

The City rejects the Union's Hazardous Duty Stipend proposal as unjustified and too costly.

3. **DISCUSSION**

The only other financial component of the award is the Hazardous Duty Stipend. The Union argues that the Hazardous Duty Stipend is justified by similar universe benefits and by the

particularly hazardous nature of City Firefighting duties, including responsibility for Hanscom emergencies and numerous Route 95 accidents. The City contends that it cannot afford the Union's proposal. The Hazardous Duty Stipend is awarded to reflect City Firefighting realities such as responding not only to building fires, but also to accidents on the major roadways that pass through and around the City (i.e., Route 95), including those involving hazardous materials, and to airplane crashes at nearby Hanscom. City Firefighters were dispatched to a Hanscom airplane tragedy on May 31, 2014. City Firefighter responses to Hanscom airplane crashes require the adaptation of traditional Firefighting skills to the often tragic consequences of such disasters.

The panel awards a modified version of the Union's Hazardous Duty Pay proposal based on hazardous firefighter tasks as noted above, and in light of universe data supporting the payment of such a stipend. The Hazardous Duty Stipend is found in most universe contracts, and it is also provided by the Towns of Belmont and Lexington, two (2) of the universe communities proposed by the City. (See City Exhibit #26.) At the time of the arbitration hearing (March 6, 2015), five (5) of the eight (8) universe communities had negotiated a hazardous duty benefit with its Firefighters. The awarded stipend will offset to some extent the lower than average City Firefighter base salary resulting in more competitive total compensation to City Firefighters. Furthermore, mimicking the "give and take" bargaining dynamic, the Panel awarded City proposals (Vacancies/Promotions, Roll Call, Rules and Regulations, and a Joint Study Committee on Personnel Evaluations) and the full 2% COLA and a reduced version of the Union's Hazardous Duty Stipend, rejecting all other proposals.

As discussed in more detail above, vis á vis COLA increases, the City has an ability to pay for the Hazardous Duty Stipend, a scaled down version of the Union's proposal. Using City

and Union figures, the 1% stipend awarded in FY14 has a cost of approximately \$130,000. The additional January 1, 2014 one (1) percent (1%) stipend has a FY14 cost impact of approximately \$65,000. The City is also able to fund the full 2% benefit in FY15 and FY16. Per analogous collective bargaining agreement Article VI (**Compensation**) provisions, the Hazardous Duty Stipend will be included in a Firefighter's base salary for the purposes of computing overtime and other contract benefits. The following Hazardous Duty Stipend is justified, and the City has an ability to pay for it.

4. AWARD

- (a) Effective July 1, 2013, a 1% stipend applied to the salary in effect on June 30, 2013, after its increase by the 2% cost of living adjustment.
- (b) Effective January 1, 2014, an additional 1% stipend applied to the salary in effect on December 31, 2013.
- (c) The Hazardous Duty Stipend will be included in a Firefighter's base salary for the purpose of calculating overtime and other contract benefits.

F. LONGEVITY

1. UNION PROPOSAL:

The Union proposes a 3% increase in longevity stipends.

2. CITY COUNTER-PROPOSAL

The City argues that it does not have the ability to pay for increased longevity pay and that it is not justified.

3. DISCUSSION

The Union correctly argues that its longevity payments are 3% lower than those provided to City Police Officers. However, when longevity payments are combined with Night Shift Differentials, the combined percentage increase is identical. (See City Exhibit #7.) The City's longevity benefit is also competitive with that of universe Firefighters. Moreover, the Panel was

persuaded that establishing a Hazardous Duty Stipend was more of a priority than increasing the longevity benefit.

4. **AWARD**

Status Quo.

G. **TOURS OF DUTY**

1.) **CITY PROPOSAL:**

The City proposes the elimination of the twenty-four (24) hour shifts as follows:

1. **Tours of Duty**

4.1 - For Fire Suppression - eliminate 24 hour schedule and return to the previous 4 on, 4 off schedule OR a shift comparable to other progressive communities to address the following issues 1)continuity of training 2) the issue of fatigue and alertness, 3) decision making ability and 4) primary professional job.

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

The Union rejects the City's proposal as operationally unnecessary.

3.) **DISCUSSION:**

The City argues that working twenty-four (24) hour shifts renders Firefighters too fatigued to safely and effectively perform their duties. However, the City later withdrew its proposal, reserving its right to raise twenty-four (24) hour shift issues, and so long as its rules and regulations were maintained.

4.) **AWARD**

Status Quo.

H. **VACANCIES/PROMOTIONS:**

1.) **CITY PROPOSAL:**

The City proposes that Fire Prevention/Training Personnel be allowed to fill-in for fire

suppression staff for a maximum of three (3) hours per occurrence. Its proposal includes the following terms:

Replace current language

"Fire Prevention/Training positions as presently structured, which is 2 Deputy Chiefs and 3 Lieutenants, shall not be included under the minimums of the Fire Suppression Division ",

to read

"Fire Prevention/Training as presently structured, which is 2 Deputy Chiefs, 1 Captain, and 3 Lieutenants, shall not be included under the minimums of the Fire Suppression Division. However at the discretion of the Chief of Department the aforementioned positions can be used for filling in for suppression positions when extenuating circumstances necessitate it, provided that it does not exceed a period of 3 hours per occurrence."

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

The Union rejects the City's proposal.

3.) **DISCUSSION:**

The City's proposal is not unreasonable as it allows for adequate Fire Suppression staffing during an emergency, and it is not intended to replace regularly assigned Fire Suppression personnel any longer than for three (3) hours. The Union does not totally disagree with the proposal, but it counter-proposes some modifications to bolster the three (3) hour maximum substitution. Therefore, the City's proposal shall include the following terms and conditions:

4.) **AWARD**

Fire Prevention/Training as presently structured which is 2 Deputy Chiefs, 1 Captain, and 3 Lieutenants shall not be included as Fire Suppression Division minimums, but at the discretion of the Chief, those aforementioned Officers may be used to fill in for Fire Suppression positions

when necessitated by unscheduled, unforeseen, extenuating, or emergency circumstances, so long as the temporary substitution is limited to a maximum of three (3) hours in duration per occurrence. The Chief's above-cited substitution discretion is intended to ensure public safety and not to avoid overtime opportunities.

I. ROLL CALL

1. CITY PROPOSAL:

The City proposes a daily 0800 am roll call as follows:

Members shall assemble shortly after 0800 for roll call. This will consist of the officer in charge relaying any pertinent information that was attained via email, or verbally from the preceding group. Also any Department or Station information deemed pertinent will be shared.

He or she will also establish that all members are ready for duty, understand their day's assignment and are in the appropriate attire.

2. UNION COUNTER-PROPOSAL:

The Union rejects the proposal as unnecessary and unsupported by the evidence.

3. DISCUSSION:

The City reasonably seeks the contractual inclusion of a structured roll call to facilitate the necessary exchange of information between the Chief and City Firefighters

4. AWARD

The City's proposal is awarded.

J. PERSONNEL EVALUATION

1. CITY PROPOSAL:

The City proposes that Firefighters be evaluated on an annual basis as follows:

All Officers will do a written evaluation of the members below them on an annual basis. For new members of the Department this will be quarterly for year 1 and semi-annually for year 2. There will be a form that will point out strengths and areas that need improvement.

As follows:

*Fire Suppression Lieutenants do their crew
 Captains do their crew
 Captains sign off on Lieutenants crews
 Captains do Lieutenants*

*Group Deputies sign off and review with all group members
Fire Prevention Deputy does Lieutenants*

Training Deputy does Captain

The Chief of the Department does all Deputies.

2. UNION PROPOSAL:

The Union rejects the City's proposal as incomplete.

3. DISCUSSION:

The City's proposal on Personnel Evaluation of Firefighters is intended to gauge training effectiveness, and to improve the overall performance of the Fire Department. However, the terms and conditions must be developed as must the Evaluation instrument itself. As both parties are stakeholders in a Personnel Evaluation system, a Joint Study Committee consisting of 3 Union members and 3 City members will be appointed by their respective entities to develop a Personnel Evaluation system and an evaluation instrument. Following completion of its tasks, the Committee will deliver its work product consisting of a Personnel Evaluation system and an evaluation instrument, complete with terms and conditions, to Union and City negotiators for their review, and modification if necessary, with a view toward their inclusion in the successor to the collective bargaining agreement in effect from July 1, 2013 to June 30, 2016.

4. AWARD

Joint Study Committee.

K. RULES AND REGULATIONS

1. CITY PROPOSAL

Maintain current rules and regulations in present form.

2. UNION COUNTER-PROPOSAL

Delete City rules and regulations if twenty-four (24) hour shift is eliminated or modified.

3. DISCUSSION

There is no need to delete City rules and regulations as the twenty-four (24) hour shift is preserved.

4. AWARD

Status Quo.