

**JOINT LABOR MANAGEMENT COMMITTEE**

Bruce Fraser, Neutral Chair  
Jay Colbert, Labor Representative  
David J. Bain, Management Representative

**In the Matter of the Interest Arbitration**

**between**

**CITY OF LYNN, MASSACHUSETTS**

**JLMC-15-4461  
Interest Arbitration**

**-and-**

**LOCAL 739, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO, CLC**

**For the Union: Paul T. Hynes, Esq.**

**For the City: David Grunebaum, Esq.**

**February, 6, 2017**

Bruce Fraser  
Neutral Arbitrator



Jay Colbert  
Labor Representative

\_\_\_\_\_

David Bain  
Management Representative

\_\_\_\_\_

**February 8, 2017**

---

Neutral Arbitrator

*[Signature]*

Jay Colbert

Labor Representative

*Jay Colbert*

David Bain

Management Representative

*David Bain*

February 8, 2017

**AWARD – JLMC No. 15-4661****Issue 1 Article XXXV: Duration**

The split of a one year followed by a three year agreement is mutually agreed upon.

**Issue 2. Article V: Compensation**

The Panel agreed on the following compensation:

FY 15 July 1, 2014	2.0%
FY 16 July 1, 2015	2.0%
FY 17 July 1, 2016	2.5%
FY 18 July 1, 2017..	2.0%
FY 18 June 30, 2018	1.0%

**Issue 3. Article XXXIII: Residency**

The Panel agreed to increase the residency limit to 15 miles.

**Issue 4 Article XVI, s.4: Vacation**

The Panel agreed to increase the tours of duty that may be carried over from 12 to 24 tours

**Issue 5 Article XXXX: EMT/Paramedic Pay**

The Panel agreed on the following stipends:

First Responder.....	\$500
EMT.....	\$2,200
Paramedic.....	\$6,000

## INTRODUCTION

This proceeding is an Interest Arbitration pursuant to St. 1973, c. 589, as amended. It concerns the successor to the parties' most recent collective bargaining agreement, which expired on June 30, 2014.

The Joint Labor Management Committee voted to limit the items in dispute to Wage and Duration plus the following issues which were presented at the 3(a) Hearing:

- Issue 1 Article XXXV: Duration
- Issue 2. Article V: Compensation
- Issue 3. Article XXXIII: Residency
- Issue 4 Article XVI, s.4: Vacation
- Issue 5 Article XXXX: EMT/Paramedic Pay

Two days of hearing were held by the Panel on September 22 and October 19, 2016, in Lynn, Massachusetts. Both parties presented witnesses, submitted briefs, and reply briefs. The Panel met on January 27, 2017. The decision which follows is based on its deliberation.

### Chapter 589 of the Acts of 1987

Chapter 589 requires that the factors to be given weight in any decision or determination resulting from the mechanism or procedure determined by the committee to be followed by the parties in order to reach final agreement pursuant to this section shall include, but not be limited to:

1. Such an award shall be consistent with (i) section twenty-one C of chapter fifty-nine of the General Laws and (ii) any appropriation for that fiscal year from the fund established in section two D of chapter twenty-nine of the General Laws.
2. The financial ability of the municipality to meet costs.
3. The interest and welfare of the public.
4. The hazards of employment, physical, educational and mental qualifications, job training and skills involved.
5. A comparison of wages, hours, and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities.
6. The decision and recommendations of the factfinder, if any.
7. The average consumer prices for goods and services, commonly known as the cost-of-living.

8. The overall compensation presently received by the employees, including direct wages and fringe benefits.
9. Changes in any of the foregoing circumstances during the pendency of the dispute.
10. Such other factors, not confined to the foregoing which are normally or traditionally taken into consideration in the determination of wages, hours, and condition of employment through voluntary collective bargaining, mediation, factfinding, arbitration, or otherwise between the parties, in the public services or in private employment.
11. The stipulations of the parties.

### **ISSUES IN DISPUTE**

There were 5 separate issues submitted to arbitration, including duration and wages. They are considered in turn:

#### **ISSUE NO. 1 Article XXXV FY 2014-2018**

Both the Union and the City agreed on the following CBA arrangement:

One CBA – July 1, 2014 – June 30, 2015 (FY 15)  
 Second CBA – July 1, 2015 – June 30, 2018 (FY 16-17-18)

### **AWARD**

The split of a one year agreement followed by a three year agreement is mutually agreed upon.

#### **ISSUE NO. 2 Article XXVI (Compensation)**

### **POSITION OF THE UNION**

#### **FY 2015 Contract**

Effective FPP FY 2015 - 2.5%

#### **FY 2016 – FY 2018 Contract**

Effective FPP FY 2016 – 2.5%

Effective FPP FY 2017 – 2.5%

Effective FPP FY 2018 – 2.5%

The phrases “effective on the date the award is to be implemented” and “the date the award is to be implemented” mean the calendar point that the compensation changes are implemented, including full compliance with all retroactive requirements.

## **POSITION OF THE CITY**

FY 15 July 1, 2014 – 1%  
 January 1, 2015 – 1%  
 FY 16 July 1, 2015 – 1%  
 FY 17 July 1, 2016 – 2%  
 FY 18 July 1, 2017 – 2%  
 FY 18 June 30, 2018 – 1%

## **DISCUSSION & AWARD**

After discussion of the points raised by both parties, including the City's ability to pay and the salary gap between the Police and the Firefighters, the panel agreed on the following:

FY 15 July 1, 2014 2.0%  
 FY 16 July 1, 2015 2.0%  
 FY 17 July 1, 2016 2.5%  
 FY 18 July 1, 2017 2.0%  
 FY 18 June 30, 2018 1.0%

## **ISSUE NO. 3 Article XXXIII (Residency)**

### **CURRENT CONTRACT LANGUAGE**

The present language provides the following:

It is agreed that all Firefighters appointed after January 7<sup>th</sup>, 1980, will be governed by Section 8-11 and Section 9-6 of the City of Lynn Charter and Firefighters appointed prior to January 7<sup>th</sup>, 1980 will not be bound by the provisions of Section 8-11 and Section 9-6 of the City of Lynn Charter.

## **POSITION OF THE UNION**

The Union proposes that the current language be revised to read:

Residence for members of the Lynn Fire Department shall be in accordance with M.G.L. Chapter 31, Section 58, as amended by chapter 38, Section 50 of the Acts of 2013. The parties have agreed that members will be in compliance if they reside within thirty (30) miles of the City at the closest border points. Effective upon ratification.

## **POSITION OF THE CITY**

The City opposes the extension of the residency limit. When the Union challenged the residency rule that all City employees must live in the City, and won a limit of 15 miles, the City succeeded

in negotiating a 10 mile limit from the border of Lynn, thereby permitting Lynn FF to live in Boston or Boxford. Extending the limit to 30 miles would permit Firefighters to live in Brockton or Newbury.

The Mayor has offered to agree to a compromise of 15 miles, set forth in the statute. The City contends that a 30 mile limit is dangerous and unnecessary, and an employee living 30 miles from his/her station is likely to have difficulty in reporting for emergency duty.

#### **DISCUSSION**

The Panel felt that a 15 mile limit would give a Firefighter considerable latitude in choosing a residence while not imposing an unreasonable time to respond to an emergency.

#### **AWARD**

The residency limit shall be increased to 15 miles.

#### **ISSUE NO. 4 Vacation Article XVI, s.4 (Vacation)**

##### **CURRENT CONTRACT LANGUAGE**

4(a) Each employee shall be permitted to carry over up to twelve (12) tours of duty until his or her retirement, at which time he or she shall be paid for such vacation upon retirement.

##### **POSITION OF THE UNION**

The Union proposes to amend Section 4(a) to change twelve (12) days to twenty four (24) days.  
Effective July 1, 2016

##### **POSITION OF THE CITY**

The City rejects this proposal

#### **AWARD**

The Panel agreed to increase the tours of duty that may be carried over from 12 to 24 tours.

**ISSUE NO. 5 Article XXXX (EMT/Paramedic Pay)****CURRENT CONTRACT LANGUAGE**

At present, the stipends for the three tasks are the following:

First Responder... \$0  
EMT.....\$1,000  
Paramedic.....\$5,000

**POSITION OF THE UNION**

The Union proposes to increase the stipends of the EMT/Paramedic Pay as follows:

First Responder.....\$1,000  
EMT.....\$3,000  
Paramedic.....\$6,000

These increases shall be included in weekly payroll and shall be considered as a component of base weekly pay for purposes of calculation and of applying the value of all fringe benefits, over-time, and pension contributions and benefit levels.

Effective July 1, 2016

The phrases "effective on the date the award is to be implemented" and "the date the award is to be implemented" mean the calendar point that the compensation changes are implemented, including full compliance with all retroactive requirements.

**POSITION OF THE CITY**

The City rejects any increase.

**AWARD**

The Panel agreed on the following stipends:

First Responder.....\$500  
EMT.....\$2,200  
Paramedic.....\$6,000