

**COMMONWEALTH OF MASSACHUSETTS  
JOINT LABOR MANAGEMENT COMMITTEE FOR MUNICIPAL POLICE & FIRE  
INTEREST ARBITRATION PANEL**

**IN THE MATTER OF THE INTEREST ARBITRATION**

**Between**

**THE CITY OF WOBURN**

**And**

**WOBURN FIREFIGHTERS LOCAL 971, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS**

**JLMC Case No.: JLM-16-5291**

**OPINION**

**AND**

**AWARD**

The Arbitration Panel members are:

Ira B. Lobel, Esq., Public Panel Member and Chairperson

Dean Mazzarella, Management Panel Member

Matt Reddy, Labor Panel Member

Appearances:

For the City of Woburn

Phillip Collins, Esq., Collins Loughran & Peloquin

Melissa R. Murray, Esq. Collins Loughran & Peloquin

For the Woburn Firefighters Local 971, International Association of Firefighters

Leah Barrault, Esq., Pyle Rome Ehrenberg, PC

**INTRODUCTION**

The City of Woburn ("City") and the Woburn Firefighters Local 971 ("Union") are parties to a collective bargaining agreement ("CBA") that expired June 30, 2014. This agreement came into being after an interest arbitration decision was issued on February 14, 2013, for FY12, FY13 and FY14. In this round of negotiations, the parties were unable to

reach an agreement and submitted its dispute to the Massachusetts Joint Labor-Management Committee for Municipal, Police and Fire (“JLMC”) under the procedures set forth by that body. By letter dated May 4, 2017, the JLMC designated six issues from each side to be submitted to interest arbitration. For the Union, these issues are the following: wages; duration; Article 6, Section 1, Vacation; Article 14, Section 2, Educational Stipend; Article 14, Section 3, EMT Stipend; and the Narcan Stipend (new). For the City, the issues are the following: wages, duration, New Steps, Health Insurance Contribution Levels, and the CDL Stipend.<sup>1</sup> By letter dated May 18, 2017, this panel was appointed.

Hearings were conducted on September 17 and October 4, 2017. Both parties were represented by counsel and introduced evidence, presented testimony, examined and cross-examined witnesses, and otherwise supported their respective positions on the outstanding issues before the Panel. Briefs were received on or about December 18, 2017. The Panel met on January 16, 2018 in executive session and deliberated on each of the outstanding issues. The Panel has carefully and fully considered all the data, exhibits, briefs, and testimony of the sworn witnesses. The results of those deliberations are contained in this **OPINION AND AWARD** (“Award”). The award is unanimous.

### **APPLICABLE LEGAL STANDARDS**

Chapter 589 of the Acts of 1987, together with the standards promulgated by the JLMC on August 24, 2000, establishes the factors to be considered in any the interest arbitration determination. These shall include, but not be limited to the following:

- (1) Such an award shall be consistent with: (i) (I) Such an award shall be consistent with: (i) section twenty-one C of chapter fifty-nine of the General

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<sup>1</sup> A sixth issue involving holdover overtime was withdrawn at the hearing.

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.<sup>2</sup>

- (2) The financial ability of the municipality to meet costs.
- (3) The interests 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 proceedings 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 decisions 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 conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.
- (11) The stipulation of the parties.

## **BACKGROUND OF COMMUNITY AND FIRE DEPARTMENT**

The City of Woburn is located approximately nine miles north of Boston and has a population of about 39,000. As a growing commercial center, this population expands significantly during the day times hours, probably to about 50,000. Woburn is home to over

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<sup>2</sup> M.G.I. c. 239 was repealed in 1990.

thirty multi-family housing complexes with over 2,000 units, some of which are high rise residential buildings. There is a booming business district and trade center with over 500,000 square feet of office space. There are also several elderly housing facilities.

The Fire Department ("Department") is made up of forty-eight (48) firefighters, seventeen (17) lieutenants, and five (5) captains, all of whom are part of the bargaining unit. The chief and deputy chief are not part of the bargaining unit. The Department uses a shift schedule that requires employees to work two 24-hour days within an eight day period. There are four groups with a minimum staffing of sixteen (16) employees per shift, inclusive of firefighters, lieutenants, and captains.

To make any determination regarding an appropriate award, one must look at both internal and external comparisons. Within the City, most of the employees are represented by unions. There have been settlements with five other units in the City; all have agreed to the same percentage wage increase and the same health insurance premium contribution. These units are: SEIU Local 888, representing employees in City Hall and the Department of Public Works; Teamsters Local 25, representing the Department Heads; and Professional Staff, Local 4928, Mass Library Staff Association. In addition, the Woburn Teachers Association and other units within the school district settled for this same amount.<sup>3</sup> Between the last day of hearing in this matter and the filing of the briefs, interest arbitration decisions were issued for both the Woburn police patrol officers and the Woburn superior officers. Both decisions contained a wage and health insurance settlement consistent with the units referenced above.<sup>4</sup> Other issues

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<sup>3</sup> Even though the schools are considered a different employer and negotiate labor contracts separately from the City employees, the Mayor of Woburn was very involved in their negotiations and helped achieve a settlement consistent with City employees.

<sup>4</sup> The arbitration panels for the police officers and superior officers contained the same individuals.

were also addressed.

For external comparisons, there was some agreement on the appropriate cities to be used. Both sides proposed using Arlington, Beverly, Billerica, Burlington, Marlborough, Salem and Watertown. The City also sought to use Chelmsford in addition to the above six towns, The Union suggested using Andover, Braintree, Chelsea, and Everett. There are justifications for using all of the cities suggested by the parties. It must be remembered that comparisons to other contracts, whether internal or external, serve as guidelines. Such comparisons are instructive but not controlling.

In any analysis of an appropriate award, the entire package negotiated by each group of employees must be evaluated. The guidelines set forth in the statute provide the basic ingredients for making such a determination; however, many of the variables are subject to interpretations that can result in significant differences in an assessment of an appropriate wage and benefit package.

A major part of this evaluation is a comparison of both the settlements (changes in wages, health insurance and other benefits) and the current economic wage and benefit package granted to other employees in the City and to firefighters in the comparable communities. It must be emphasized that the manner in which such comparisons are made can result in significant differences over the “appropriate” wage and benefit package.

Even if the parties agreed fully on the comparable towns, the manner in which one interprets this information can change the “correct” or “appropriate” number. For example, one community may pay a higher starting salary while another may pay a higher salary for senior employees. Another may make benefits more attractive. Still, another may emphasize stipends for additional training or education or some other non-direct wage component. As noted above,

all are instructive; none are determinative.

An analysis of the so-called parity between police and fire can also be filled with variables that are instructive but not determinative. For example, police were able to earn more money due to the Quinn Bill. With the elimination of the State portion of these monies, one could argue that a failure of the City to finance such benefits on their own would have amounted to a pay decrease for many police. Many cities, including Woburn, considered this an unacceptable result and made a determination to fund these benefits previously paid by the State. One could argue whether such payments constituted a wage increase or merely kept police at the same level of total compensation.

Other similar benefits, such as EMS stipends, can be analyzed in several different ways, both as a “benefit” for extra skill and/or as an integral part of total salary. Similarly, the differences in schedules are an instructive component but not determinative. Firefighters are scheduled to work more hours in a given year, but work 24 hour shifts. Each has advantages and disadvantages.

Comparisons with other settlements in the City can make the above analysis even more complex. The Union would argue that the principal comparison should be firefighters in other municipalities and to the police arbitration award. The City argues that the “model contract” settlement should be the main determinant – particularly for salary and health insurance. It points to the recent interest arbitration decision for the Woburn police to highlight its position. (JLMC -15-4470) From a human resource standpoint, all the settlements in the City, including those in the school department, must be considered. As noted above, all are instructive; none are determinative.

Below will be a discussion of the open items. Both sides have made proposals for a four

year contract. Accordingly, there is no need to discuss duration. The contract will cover the period between July 1, 2014, and June 30, 2018. The discussion will start with wages, followed by outstanding issues proposed by the City and then those proposed by the Union.

## **1. WAGES**

**Union Proposal:** The Union proposed a 4% pay increase for each year of a 4 year contract.

**City Proposal:** The City proposed a total of 10.5% over the four year contract, distributed in the following manner: 2.0% effective July 1, 2014; 2.0% effective July 1, 2015; 3.0% effective July 1, 2016; 1.75% effective July 1, 2017; and 1.75% effective January 1, 2018.

**Summary Argument of the Union.** The Union argues that Woburn has more than ample ability to pay appropriate salary increases. It also claims the workload of Woburn firefighters is demanding and has increased significantly in recent years without any change in the Department's staffing level. The Union maintains Woburn firefighters lag behind their counterparts in the Woburn Police Department on both an hourly and yearly basis when the education incentive is included in police salaries. It also argues that Woburn firefighters are paid below the average among comparable communities in FY15 and beyond.

The Union analyzes the compensation of Woburn firefighters to the wages paid to firefighters in comparable communities. It asserts that Woburn firefighters make significantly less than firefighters in these other communities. (The exact percentage varies from 2.9% to 11.9%, depending on the external comparisons used.)

The Union questions the inclusion of any proposed wage increase in the City's calculations, arguing it unjustifiably inflated total compensation in its comparative analysis. It maintains the City overstated the ambulance differential since substantially less than half of the

members of the bargaining unit receive this differential.

On the basis of the above, the Union argued that its wage proposal was reasonable. It further maintained the “model contract” agreed to by the other units in the City and the interest arbitration panel in the two police units should not be applicable to firefighters. The firefighters lag significantly behind the salaries of firefighters in other cities and the police in Woburn.

**Summary Argument of the City.** The City argues the its history of negotiating pattern cost of living agreements (COLA) with its unions supports the award of 10.5% COLA increases from the “model contract.” This generous settlement also requires a change in the health insurance premium from an 80-20% health insurance premium split to a 75-25% split. The health insurance change is an integral part of this “model contract.”

The City maintains the desire of the City to negotiate equal percent COLA increases with all its unions should be understandable and has been a practice for several years.<sup>5</sup> This “model contract” was also recently endorsed by the interest arbitration awards for the two police units.<sup>6</sup>

The City argues that its proposal is also consistent with settlements in comparable jurisdictions. It maintains the average settlement in FY15 and FY16 has been approximately 2%. This is more than recent increases in the consumer price index. (CPI) The City questions the selection of some of the Union’s comparable communities while defending its selection. It maintains Woburn firefighters, when considering all benefits, rank solidly above average in terms of total compensation. It suggests the Union’s data inappropriately credits other

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<sup>5</sup> The City notes the only exception was during the last police agreement; the police unions accepted less in COLAs in exchange for an agreement with the City to maintain generous education incentive plans under the Quinn Bill. The Quinn Bill had not been renewed by the State legislature.

<sup>6</sup> See JLM 15-4460 and JLM 15-4470.



communities with training stipends not achieved by significant numbers of workers.

The City notes that firefighters enjoy a significant base pay advantage over the Woburn police officers. It acknowledges some of this is related to the manner in which police and the City dealt with the incentives under the Quinn bill, adopted by the legislature to improve the education of police. However, the differences still remain. It maintains that in terms of total compensation, firefighters received comparable wages to the police; there is no basis in the record to depart from the “model contract.”

The City also notes it provides two generous benefits, an annual sick leave buy-back incentive and a retirement incentive, that set Woburn apart from comparable communities. The retirement incentive is common, but Woburn’s is far more generous. The annual sick leave buy back is unusual when compared to other communities.

On the basis of the above, the City argues the “model contract” should be adopted.

**Discussion.** As noted in the introductory comments, evaluating comparability statistics contains numerous subjective judgments. The parties should be commended on agreeing to seven comparable communities. These can form the basis of excellent comparisons. The other communities proffered by each side also provide additional information for a comparable analysis. In the end, however, it is up to this arbitration panel to make a judgment as to the appropriate wage increases.

Similarly, the “model contract” is instructive but not binding on this panel. The panel in the police arbitration decision stated the following: “although internal comparability such as this is not a specific, identified statutory factor, it does fall within the catchall provision of the

statute<sup>7</sup> as a factor upon which past JLMC factfinders and interest arbitration panels have often placed great emphasis.”

In evaluating comparable data, the panel stresses the need for the parties to use data from the same fiscal year, if at all possible. In a case such as this, the parties should use comparisons for FY14, the last year of the expired contract. If this is used, the parties and the panel can then evaluate the percentage increases granted in other jurisdictions and compare into the increases sought in Woburn. If comparisons to FY14 are not used, FY15 could be acceptable with the inclusion of the increases offered by both sides for FY15. This forces a comparison of wages for the same fiscal year. The panel chairman has concerns about comparisons to contract years FY16 or FY17 to FY14 and claim there is a lag in compensation.

In this case, the panel must evaluate FY15 comparisons where possible. One could argue that Woburn’s compensation is competitive with firefighters in other communities, if a 2% increase is factored into the equation. For this reason, there is no justification to award more than the amount contained in the “model contract.”

For FY16, FY17, and FY18, the City has offered a 2% increase, a 3% increase, and a 1.75%/1.75% increase,<sup>8</sup> respectively. These percentages appear slightly higher than agreements reached in other jurisdictions. It appears a 2% per year wage increase will be the “going rate” for settlements over the next several years. The amount the City is paying over this “going rate” more than compensates for its proposed increase in the employee’s share for the health insurance premium.

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<sup>7</sup> “Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages...” Chapter 589

<sup>8</sup> This means a 1.75% increase on July 1 and another 1.75% increase on January 1. While this type of split decreases the FY18 benefit and benefit/cost for the employee and the employer, the reality is that the base salary has increased by 3.5% for FY19 and beyond.

Based on the above, this panel believes that the “model contract” is fair and appropriate in this situation. Looking at comparable settlements in other communities and evaluating the CPI, an award along the lines of the “model contract” would have been appropriate. The existence of the settlements in all the other contracts in the City at this level and the arbitration award by the police makes an award at this level appropriate.

This panel does not have to consider ability to pay. The testimony indicates that the City is in a good financial position, with a strong bond rating. However, this does not mean the City should reach settlements with its employees in excess of comparable settlements in either the City or in other communities. The evidence is clear that the terms of the “model contract” are appropriate.

Further, in making this ruling, the panel must consider matters beyond the comparison of police and fire base wages. For example, over the years, both the police and fire, in this community and in others, have made judgments regarding salary and total compensation. Police have traded off base salary increases for some of the Quinn benefits. Now that Quinn is no more, the City and police have to address how to deal with this reality. This is instructive for fire negotiations, but certainly not determinative.

Similarly, there is no question that firefighter duties and responsibilities have increased over the years. Almost every group of employees will argue similarly. The reality is that much of this is a function of the changing nature of the position, the increase in code enforcement and fire safety in buildings, the resultant decrease in the number of fires, and the push for an expansion of EMS duties. The fact that some of these added responsibilities can obtain reimbursement and serve as a “money maker” is not determinative. These are appropriate functions for firefighters; the question is whether firefighters are being paid appropriately. Any

financial benefit goes to the City and should not be used as part of the consideration in terms of the appropriate pay for firefighters.

The Union made an argument that firefighters are paid less than the police on both an hourly and yearly basis. The reality is that the schedules are very different (two 24 hour shifts during each eight days versus the more traditional 8 hours per day, 5 day per week); each has advantages and disadvantages for both the City and the individual employee. Each schedule comes with different hours worked, on both a weekly and yearly basis. Direct comparisons on hourly and yearly wages are instructive but not determinative.

The City also indicates the benefits of the sick leave incentive and the retirement incentive. Both were negotiated many years ago. The parties jointly agreed that there were benefits to the inclusion of both of these provisions. While they are clearly part of the total compensation package, they should not be used as a factor in determining the appropriate wage increase.

Both sides raised the issue of the clothing allowance. Woburn deals with uniforms differently than other cities. Woburn provided the uniforms to its firefighters rather than providing an allowance for purchasing and cleaning the uniforms, as is found in most of the other comparable cities. Woburn provides a stipend, but is intended to cover only cleaning. Based on this reality and the evidence submitted, it is impossible to determine which approach is more advantageous. Accordingly, the clothing allowance will not be considered in any analysis regarding total compensation. Based on all of the above, this panel believes that the “model contract” should be awarded.

**Award.** The following increases shall be incorporated.

1. Retroactive to July 1, 2014: a 2.0% increase across-the-board.
2. Retroactive to July 1, 2015: a 2.0% increase across-the-board.
3. Retroactive to July 1, 2016: a 3.0% increase across-the-board.
4. Retroactive to July 1, 2017: a 1.75% increase across-the-board.
5. Retroactive to January 1, 2018: a 1.75% increase across-the-board.

## **2. ARTICLE 11, HEALTH INSURANCE**

**Position of the City.** The City has proposed the following:

1. Premium contribution:
  - a. Retroactive to July 1, 2015, City pays 78% and employees pay 22%
  - b. Retroactive to July 1, 2016, City pays 77% and employees pay 23%
  - c. Retroactive to July 1, 2017, City pays 75.5% and employees pay 24.5%
  - d. Retroactive to January 1, 2018, City pays 75% and employees pay 25%
2. Corresponding deductions (and additional offsetting deductions shall be made in lower contributions levels for PPOs at the same intervals so that effective January 1, 2018, the City will pay 60% of the premium and the employee will pay 40%
3. Deletion of specific co-pay language
4. Opt out: City will pay \$1,500 per year for eligible employees who opt out of an individual plan and \$3,000 for employees who opt out of a family plan, as long as they had been covered for the previous 24 consecutive months. Employees who opt out cannot re-enroll for at least 12 months unless a qualifying event occurs.

**Position of the Union.** The Union seeks to maintain the status quo.

**Summary Argument of the City.** The City has been trying to control health insurance costs for several years. It has tried to negotiate with a coalition of the City's unions to negotiate changes in both plan design and premium contribution. It maintains discussions on both are

necessary to better control rapidly increasing health care costs.

The City emphasizes its proposal is consistent with the agreements reached by all other unions in the City. It emphasizes the need to have such consistency throughout the City.

**Summary Argument of the Union.** The Union suggests that the City's proposal for retroactive contributions is unfair and requires firefighters to pay back money to the City. It notes that paying an additional 5% toward the premium is a large cost to an employee and will cut into whatever compensation is received by employees. To ask employees to refund premiums for previous years is unreasonable.

The Union also questions why it was never offered the settlement on this issue that was reached during the police arbitration.

**Discussion.** There is probably no issue more emotional for both employers and employees than health insurance coverage, both in terms of plans design and premium contribution. Employers see costs rising geometrically with no end in sign. Employees see any change as affecting coverage and potentially creating greater out of pocket expenses. Both sides have legitimate concerns.

In any situation in which there are numerous unions negotiating with an employer, the employer has a legitimate desire to keep certain benefits consistent throughout its operation. This concern is particularly true on an issue such as health insurance. The employer legitimately seeks to have the same plan(s) offered throughout the various bargaining units, with the same percentage contribution, except in extraordinary circumstances.<sup>9</sup>

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<sup>9</sup> There have been unusual situations in which different plans are offered to different groups of employees. These situations are relatively rare. Some large employers have escalating premium contributions for higher paid employees. This has not been proposed in Woburn and certainly would not be beneficial to firefighters who are among the higher paid groups in the City.

In this situation, the City has proposed that the Union accept the same contract provisions as agreed to by other City unions. This would involve retroactive payments as noted above. The issuance of a retroactive payment on health insurance would ignore the agreement reached in the arbitration proceedings between the City and the police, which made the changes effective January 1, 2018. There is no justification to deviate from the agreement reached in those proceedings. This would make the firefighters consistent with all the other employees in the City. Accordingly, the agreement reached with the police will be incorporated into this Award.

It should be noted that the increase in the premium contributed can be justified by the 3% and 3.5% wage increases in FY2017 and FY2018. This is significantly above what appears to be a pattern in other jurisdictions of about a 2% increase in wages. In effect, the wage increases in Woburn is slightly higher than the cost of the increase in the health insurance premium.

**Award.** The following provisions, as contained in the settlement with the police and articulated in the police arbitration award, will be included in the contract.

1. Premium contribution: effective January 1, 2018, City pays 75% and employee pays 25%.
2. PPO premium contribution: effective January 1, 2018, City pays 60% and employee pays 40%.
3. Delete specific co-pay language
4. Opt-out: City will pay \$1,500 per year for eligible active employee who opt out of an individual health plan and \$3,000 per year for eligible active employees who opt out of a family health plan, as long as such employee has been covered on the City's health insurance for the previous 24 consecutive months. Employees who opt out of the City's health insurance cannot re-enroll for at least 12 months, unless a qualifying event occurs.

### **3. APPENDIX A, NEW STEPS FOR NEW HIRES**

**Current Contract.** All firefighters receive the same salary after six months of employment. Starting salary is 3% below the maximum.

**Position of the City.** The City has proposed a 4-step schedule for new hires by adding three steps below the current maximum pay, with each step being 94% of the one above it. This means it will take a new hire 4 years to get to the maximum instead of the current six months.

**Position of the Union.** The Union seeks no change in the current salary system.

**Summary Argument of the City.** The City asserts the current two step system is far too generous when compared to what exists in communities throughout the State. It maintains its proposal is significantly better than the step systems existing in comparable cities. Even with the changes, Woburn's starting salary will be significantly above these cities. It references the settlements in Arlington and Westford, both which added steps in the last round of negotiations to help reduce hiring costs.

**Summary Argument of the Union.** The Union argues there is no justification to change the current system. It notes the City proposed the same schedule for the police unit. The interest arbitration panel moved from a one (1) step salary schedule to a three (3) step schedule, with one of the new steps being a "master step" above the previous top step. There were two years and 3% between the first and second step; the third step was 3% above the previous top step and would be received after twenty (20) years of service. Awarding the City's proposal would be a large change from the current practice and create a large disparity between the fire and police units. It also maintains other units in the City have few steps in their respective salary systems.

**Discussion.** Reviewing the data, there can be no dispute that the step system in Woburn is significantly more advantageous to employees than the step systems found in comparable cities.



Currently, the starting firefighter starts at a rate closer to the maximum wage and gets to the maximum rate in less time than in any of the comparable communities. On this basis alone, some change may be warranted in the step structure.

However, the most important comparable in this case is the Woburn police. The expired contract for the police had a one-step salary schedule. It could be assumed that this schedule was similarly unusual when evaluated with comparable communities. Facing a similar proposal by the City and a Union proposal that added 4% steps at 20, 25 and 30 years of service, the Police Arbitration Panel granted two additional steps: a “Step 0” at 97% of the base salary step; base salary would be achieved after two years. The Panel also created an additional “Step 2” at 0.5% after 20 years of service.

An examination of the step systems in comparable communities suggests that a change is warranted. At the same time, an examination of the police arbitration award dictates that this change should be limited. Any comparison to other employees in the City is not relevant. First sufficient information was not provided to verify the assertions made by both sides.<sup>10</sup> Secondly, the most relevant comparisons are firefighter contracts in other communities and the police contracts in the City of Woburn.

At this point in time, the panel believes the most appropriate course of action would be to keep the current step system in place. The police arbitration award makes it inappropriate for this panel to award a step system analogous to other firefighter contracts. Similarly, an award similar to the police contract that adds a step at the senior level is not warranted. Accordingly, maintaining the status quo is appropriate.

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<sup>10</sup> The panel’s knowledge of municipal salary systems leads to the conclusion that there is some type of multi-year step system for all the units in the City.

**Award.** There shall be no change in the current contract.

#### **4. ARTICLE 14, SECTION 4, COMMERCIAL DRIVER'S LICENCE ("CDL") PAY**

The current contract provides a stipend of \$250.00 for those firefighters who maintain a current CDL license.

**Position of the City.** The City initially sought to eliminate this requirement completely. It has modified its position to eliminate this stipend for new hires.

**Position of the Union.** The Union sought to maintain the status quo.

**Summary Argument of the City.** The City argues this benefit is unusual in the comparable communities. It notes that Federal law's requirement of a CDL specifically exempts fire department apparatus. Further, there is no showing that the only Woburn firefighters who drive apparatus have CDLs.

**Summary Arguments of the Union.** The Union argues that the CDL license provides extra skills for firefighters. It notes the amount of money firefighters spent to obtain the license. To eliminate this benefit, prospectively or retroactively, would not be appropriate.

**Discussion.** Even though it is not required by Federal law, it is difficult to believe that the training one must go through to obtain a CDL license would not help firefighters driving large firetrucks. A stipend of \$250 does not appear to be excessive, especially considering that both the City and the individual firefighter have probably benefited from this additional training. The panel sees no justification in eliminating this benefit, especially for those who have put in significant time and money into obtaining the CDL license.

Nevertheless, this benefit is highly unusual and the panel understands the need to change the benefit for new hires. Accordingly, this benefit will continue only for those employees

currently receiving this benefit.

**Award.** The CDL benefit shall continue only for current employees receiving this benefit.

New hires and those members not already receiving this benefit shall not be eligible to receive the CDL benefit.

## **5. ARTICLE 14, SECTION 3, EMERGENCY MEDICAL TECHNICIAN (“EMT”) PAY**

The current contract provides a stipend of \$2,500.00 for firefighters who maintain a current and valid Emergency Medical Technician’s Registration.

**Position of the Union.** The Union proposed increasing the stipend to \$4,000.00, effective July 1, 2014.

**Position of the City.** The City proposed no change in the stipend.

**Summary Argument of the Union.** The Union argues that firefighters in surrounding communities receive an average of \$3,525 for an EMT stipend. It justifies its request for an amount slightly above the average for other communities because of the large increase in EMS calls in Woburn and the revenue generated by these calls.

**Summary Argument of the City.** The City suggests that the demand for a \$4,000 EMT stipend has no basis in internal or external comparability data and represents a major departure from the economics of the model contract. It also ignores the fact that total compensation for Woburn firefighters is already significantly above average. It also notes the police arbitration awarded no change in the EMT stipend. The City further notes that it provides an ambulance stipend to those firefighters assigned to ambulance duty.

**Discussion.** The EMT Registration stipend is an integral part of a firefighters’ total compensation. However, making a full, fair and complete evaluation of this stipend can be

extremely difficult. Some cities, including Woburn, have an ambulance stipend. Other cities will have a Red Cross stipend. Still other will have a hazmat/1<sup>st</sup> responder stipend. All of these have an impact on a firefighters' total compensation, but are packaged in a different ways, depending on the negotiations in each individual city. These various add-ons make exact comparisons exceedingly difficult and any analysis of the "correct" amount on any and/or all of these stipends can be somewhat arbitrary. The panel will readily admit that reasonable people can defer on the correct amount.

In the deliberations of this arbitration panel, we concluded that the range of all EMT stipends was between \$2,500 and \$3,500. We then considered the increases in the "model contract," other increases awarded in the police arbitration decision, increases in compensation and stipends in other firefighter contracts, and other increases awarded in this firefighter arbitration award. Based on all of these factors, we concluded that the EMT stipend should move to \$3,150, effective 1/1/2018.

**Award.** The EMT stipend should increase to \$3,150, effective 1/1/18.

## **6. NARCAN STIPEND (new)**

There is no such stipend currently in the contract.

**Position of the Union.** The Union seeks to receive 2% of base pay of an employee's base salary for the increased work volume and hazards associated with the administration of Narcan.

**Position of the City.** The City seeks rejection of this proposal.

**Summary Argument of the Union.** The Union notes that firefighters accepted the responsibility to carry Narcan in spring, 2014, without receiving any compensation. It understood there was an opioid epidemic in Massachusetts and this was the right thing to do. It

argues that firefighters should receive a stipend for carrying and administering Narcan.

**Summary Argument of the City.** The City argues that there is no comparability data from the group of comparable communities that Narcan stipends are provided by those communities.

According to the City, none of the comparable communities have a Narcan stipend.

**Discussion.** There is no question that Narcan is a new drug with which firefighters must become familiar. There is no dispute about the reason or its importance. Firefighters should be commended for appropriately agreeing to accept the responsibility of using Narcan in 2014.

This panel would submit that this addition is simply a response to changing medical knowledge and needs of any EMT. The knowledge and responsibilities of EMTs has changed dramatically over the years, as medical knowledge and equipment have changed. It would be inappropriate to add a stipend to salary in response to any specific change in medical procedures/medicines.<sup>11</sup> Additionally, based on the lack of a Narcan benefit comparable communities, there is no justification for adding this stipend.

**Award.** A Narcan stipend shall not be added to the contract.

## **7. ARTICLE 14, SECTION 2, EDUCATION INCENTIVE PROGRAM**

The current contract grants base salary increases by the following amounts: \$1,250.00 for an Associate's Degree, \$2,500.00 for a Bachelor's Degree, and \$3,000.00 for a Master's Degree.

**Position of the Union.** The Union seeks to increase these numbers to \$3,000.00 for an Associate's degree, \$5,000.00 Bachelor's degree, and \$7,500.00 for a Master's degree.

**Position of the City.** The City seeks to maintain the current contract.

**Summary Argument of the Union.** The Union argues that its proposal is to bring firefighters

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<sup>11</sup> Over time, as more and more changes evolve, there may be justification in re-evaluating salary based on more responsibilities. It would be inappropriate to make such change on the basis of one item.

within range of parity with Woburn police officers who are not eligible for the Quinn Bill incentive. It maintains that the low level of compensation for higher education fails to incentivize firefighters to attain applicable degrees. It also maintains that Woburn lags behind comparable communities.

**Summary Argument of the City.** The City argues that the current contractual education incentives are the product of choices the fire union has made over the years, preferring to bargain across the board increases payable to all members of the unit, not just those with degrees. It also focuses on benefits all of its members would get, including EMT pay and, ambulance pay. The City also argues that comparisons with the police are not valid, given the nationwide push for greater education for police and the incentives provided under the Quinn Bill. The City further examines the difficult position it and other cities throughout the State faced when the State failed to fund its portion of the Quinn Bill a number of years ago.

**Discussion.** Both sides make excellent arguments concerning this benefit. The reality is that it is highly likely the firefighters union made choices as to where to put available increases. Ten (10) firefighters have an Associates' degree and four (4) have a Bachelors' degree; none have a Masters' degree. With these numbers, many unions would chose to prioritize increases in wages and other benefits over increases in the educational benefits. For a variety of reasons, educational benefits were more of a priority with the police unit. It is inappropriate to compare the two unless all benefits are equally compared as a package.

Nevertheless, education should be a priority for firefighters as well as police. In the recent arbitration award, the police in Woburn received a significant increase in the education benefit. Furthermore, the education benefit in Woburn lags significantly behind similar education in surrounding communities. Accordingly, a significant benefit increase is

appropriate. This increase will keep the firefighters in Woburn behind both the police in Woburn and firefighters in other communities, but will begin to close the gap between both comparisons.

**Award.** Effective January 1, 2018, the educational incentive will be increased to the following amounts.

Associate's Degree: from \$1,250.00 to \$2,500.00  
Bachelor's Degree: from \$2,500.00 to \$3,500.00  
Master's Degree: from \$3,000.00 \$4,000.00

## **8. ARTICLE 6, SECTION 1, VACATIONS – TIMING OF FIFTH WEEK**

The current contract calls for a 5<sup>th</sup> week of vacation after 20 years of service. This was granted as part of the firefighters' arbitration award in 2014 (JLMC 11-24F).

**Position of the Union.** The Union seeks employees eligible for the 5<sup>th</sup> week after 15 years of service.

**Position of the City.** The City seeks to maintain the current contract.

**Summary Argument of the Union.** The Union argues that it simply seeks to maintain parity with every other internal bargaining unit and the majority of firefighters in external comparable communities.

**Summary Argument of the City.** The City distinguishes firefighters from other employees in the City by noting the lack of need for replacement for the non-public safety employees in the City and the lack of minimum staffing in the police unit. It notes the minimum staffing awarded under the previous firefighter arbitration award requires additional staffing. It maintains that there would be significant costs involved in reducing the 5<sup>th</sup> week of vacation to 15 years.

**Discussion.** The City has made arguments regarding the cost of vacation in this unit versus

other units in the City. Such arguments are not persuasive. Employees should receive an appropriate amount of vacation, regardless of cost. Similarly, it is not persuasive that firefighters work fewer days than other employees in the City, even though firefighters work more hours. The reality is that firefighters work a unique schedule, adapted specifically for the need of fire departments; their vacation entitlements should not be decreased because of this schedule.

A review of units within the City and a review of vacation benefits in comparable communities show that a 5<sup>th</sup> week of vacation after 15 years is standard. There is no justification for firefighters in Woburn to receive less. In the 2014 award, Arbitrator Garrity instituted this benefit for the first time, but started it at 20 years in "recognition of the City's legitimate fiscal constraints." This was an effort by Arbitrator Garrity to reach the appropriate benefit over time, in order to make sure the City had time to get its fiscal house in order. It is now appropriate to make the firefighter vacation benefit comparable to the rest of the employees in the City

**Award.** The contract shall be modified to provide a fifth week of vacation after fifteen (15) years of service.

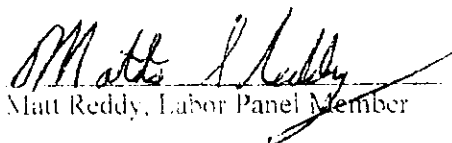
Dated: January 24, 2018



Ira B. Lobel, Public Panel Member and Chairman



Dean Mazzarella, Management Panel Member



Matt Reddy, Labor Panel Member