
IN THE MATTER OF INTEREST ARBITRATION BETWEEN:
TOWN OF CHELMSFORD, MASSACHUSETTS
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1839
JOINT LABOR-MANAGEMENT COMMITTEE
FOR POLICE AND FIRE
JLMC 16-5506

INTEREST ARBITRATION AWARD

ARBITRATION PANEL

Bonnie J. McSpiritt, Neutral Arbitrator, Chair
Andrew Flanagan, Town – Designated Panel Member
Matthew Reddy, Union - Designated Panel Member

FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1839

Attorney Leah Barrault, Pyle Rome Ehrenberg, PC
Attorney Mark Macchi, Pyle Rome Ehrenberg, PC

FOR THE TOWN OF CHELMSFORD, MA

Attorney Marc Terry, Mirick O'Connell DeMallie & Lougee, LLP

HEARING DATES

October 11, 2017
November 6, 2017

PANEL MEETINGS

March 5, 2018
March 16, 2018

TABLE OF CONTENTS

Introduction	Page 2-3
Background	Page 3-10
Characteristics of the Town of Chelmsford	Page 3-4
Characteristics of the Firefighters Bargaining Unit	Page 5
JLMC Certified Issues	Page 6
Comparables	Page 6-8
Statutory Criteria Guiding Interest Arbitration	Page 8-9
Ability to Pay	Page 9-15
Issue #1: New Article: Safe Manning of In-Service Apparatus Response to a Call	Page 16-27
Issue #2: Article 13 - Compensation	Page 27-31
Issue #3: Article 20 – Vacation – Eliminate Additional Vacation Leave on 5th, 10th, 15th and 20th Year Anniversaries	Page 31-32
Issue #4: Article 20 – Vacation – Eliminate Accrual of Vacation Leave Benefits while Employees on IOD Leave Under MGL Chapter 111F after Two (2) Weeks	Page 33-34
Issue #5: Article 31 – Educational Incentives	Page 34-36
Issue #6: New Article: Light Duty	Page 36-37
Issue #7: New Article: Night Differential	Page 38-39
Issue #8: New Article: Pro Board Certification Stipend	Page 39-40
Summary of the Award	Page 40-41
Panelist Signatures	Page 42

Introduction

The Town of Chelmsford (Town or Chelmsford) and the International Association of Firefighters, Local 1839 (Union or Firefighters) are Parties to a collective bargaining agreement (Agreement) effective July 1, 2014 to June 30, 2016. The Parties negotiated for a successor Agreement but could not reach resolution. In September 2017, the

Union petition the Joint Labor Management Committee (JLMC) to resolve the outstanding issues. The JLMC voted to exercise formal jurisdiction in the Parties' dispute in December 2017. The Parties participated in negotiations and mediation with the JLMC but a new Agreement was not reached. A JLMC 3A hearing was conducted in May 2017 and the Parties proceeded to interest arbitration.

The Parties met with the tripartite interest arbitration panel twice on October 11, 2017 and November 6, 2017. The Parties were afforded a full and fair opportunity to be heard and present evidence. The witnesses below were sworn in and placed under direct and cross examination:

Town

Mark Morse, MMA Consulting Group, Inc., Owner
Chelmsford Town Manager Paul Cohen
Chelmsford Chief of Police Gary Ryan

Union

Chelmsford Firefighter and Union President David Houle
Boston Fire Department Deputy Chief Jay Fleming
Chelmsford Firefighter Captain John Kivlan

Post hearing briefs were filed and the tripartite arbitration panel met on March 5, 2018 and March 16, 2018.

Background

Characteristics of the Town

In 2017 the Town of Chelmsford had a population of over 33,000 residents residing in approximately 23 square miles. The Town is primarily residential (81%) with an increasing amount of commercial and industrial areas (19%). "Chelmsford has seen tremendous growth and changes which have occurred with improved roadways, public services and a more vibrant regional economy. These attributes remain today, inviting new growth and economic expansion".¹

Pursuant to the Department of Revenue (DOR), Division of Local Services (DLS) Data Base in 2017 Chelmsford's Income per Capita was \$43,311, Equalized Valuation per Capita was \$135,137 and Total Assessed Value of residential, commercial, industrial and personal property was \$5.455 billion. In FY 2018, Chelmsford's

¹ UX 10f – Town of Chelmsford, Massachusetts Proposed Fiscal Year 2018 Budget and Capital Improvement Plan, April 19, 2017, p.10.

residential, commercial and industrial tax rates were \$17.96. A single family tax bill in 2017 was \$6,912, which represented a 22.3% increase from an average of the previous five (5) fiscal years \$5,653. This significant increase resulted from "... a shift of property valuations from commercial and industrial towards residential ... [and a] shift in valuation towards single-family homes from condominiums and multi-family properties".² The Median Family Income was \$82,676 (1999) and in 2017 the unemployment rate was 3.5%, which was the same rate as Massachusetts and below the National unemployment rate of 4.1%. Chelmsford's Single Family Home values in 2017 increased 6.33% to \$385,733.

The Town's proposed operating budget for Fiscal Year (FY) 2018 was \$128,305,400 with 77% or \$98,214,460 of the Town's revenue coming from property taxes. The remaining revenue would come from State Aid (\$16,852,197), Local Receipts (9,750,000) and Available Funds (3,488,743).³ The proposed budget maintains current services and staffing throughout the Town. At the beginning of FY 2018, Chelmsford's Free Cash was \$1.076 million, the Stabilization Fund was \$9.207 million and Finance Committee Reserves was \$400,000. The Town's Standard and Poor's (S & P) bond/credit rating in 2014 was upgraded from AA to AA+ for a number of reasons; however, one reason specific to this arbitration was Chelmsford's Stabilization Fund balance was at 7.5%, which is in DOR's recommended range of 5% to 10% . The AA+ rating is a step below the highest S & P rating of AAA. Chelmsford does have expenses that drive increase cost, which they have no control over, within the FY 2018 budget. Those cost include employee health care and other benefits, the Town's assessment to Middlesex County Retirement System and annual payments to the Town's unfunded pension and the Other Post-Employment Benefits (OPEB) liabilities.

As previously mentioned, Chelmsford is primarily a residential community but it has schools and childcare facilities, numerous nursing home and assisted living facilities, high density housing facilities, large shopping centers, hotels, churches, office parks, and restaurants. In addition, it has nine (9) acres of mill buildings that are residential and offices, hospital labs and research centers, a commercial and industrial corridor along Route 129, and hazards sites including Aggregate Industries and Lockheed Martin. There are several water ways, e.g. the Merrimack River, three (3) large bodies of water and a number of smaller water areas. The Town is divided by two (2) major highways, Routes 485 and 3, as well as smaller State road ways that include Route 4, 27, 40, 110 and 129. There is a cargo railway system going through the Town operated by Pan-Am and conservation land, which include hiking and walking trails.

² Ibid. p.3-4.

³ Ibid. p.3 & p.A-2.

Characteristics of the Firefighters Bargaining Unit

"The Town of Chelmsford is a large, relatively dense and diverse town with a very large response area".⁴ In the Fire Department there are 61 uniformed members: 52 Firefighters, seven (7) Captains that include four (4) shift Captains, two (2) Fire Prevention captains and one (1) Training Captain, a Deputy Chief and Chief.⁵ There are five (5) stations with four (4) "groups" or "units" of one (1) Captain and 13 Firefighters. Station 1 is Head Quarters (HQ) and houses one (1) Captain, two (2) Firefighters and three (3) Firefighter Floaters. The Floaters may remain at HQ but normally are assigned to cover absences at Stations 2-5. With regard to the Union's Per Piece Manning, it was agreed that 2/5 of the time there were three (3) Firefighters manning Engine 1 or the Ladder.

Station 1/HQ has an engine, a ladder, 3 rescue boats, off-road vehicles and a command car. HQ responds to all calls for aid within its territory plus all motor vehicle accidents, any box or alarm activation and mutual aid requests. When Engine 1 responds to a mutual aid request the Engine is manned with three (3) Firefighters and a Captain on most occasions but pursuant to Chief Ryan it can be manned with a Captain and two (2) Firefighters. Station 2/Engine 2 has two (2) Firefighters, one (1) engine, a boat and a fire-alarm truck. The Station responds to all calls for aid within their area plus rescue boat calls. Station 3/ Engine 3 and Station 4/Engine 4 both have two (2) Firefighters in their stations. Station 3 response to all calls for aid in their area. Station 4 responds to all calls in its area and covers HQ when Engine 1 is responding to a mutual aid request. Station 5/Engine 5 also has two (2) Firefighters, a small boat and a hazmat trailer and responds to all calls for aid in its area plus covering HQ during mutual aid request and prolonged events in Town.

Over a ten (10) year period from 2007 to 2017 call volumes have increased by almost 70%; going from a low of 4679 to a high of 7899 calls. The majority of these calls are medical calls and in 2014 Narcan was placed on all the apparatus. In 2014, 2015 and 2016 they responded to 17, 33 and 23 structural fires, respectively. The Department has a separate Emergency Medical Service (EMS); however, Engine 1 is dispatched to all EMS calls and are often the first responders to a scene.

⁴ UXG, p. Slide 21.

⁵ Only the Deputy Chief and the Chief are excluded from the bargaining unit.

JLMC Certified Issues

At the JLMC 3A hearing, the Town submitted the following issues in addition to wages:

1. **Article 20 – Vacation-**
 - a. Delete language providing one time additional week of vacation on 5th, 10th, 15th and 20th year anniversaries.
 - b. Add language to suspend the accrual of vacation leave when Firefighters are on Injury on Duty (IOD) leave under MGL Chapter 41, Section 111F.
2. Add new article implementing Light Duty for Firefighters on IOD Leave.

The Union's issues, in addition to wages, were:

1. Add new article implementing Per Piece Manning for Firefighter Safety.
2. **Article 31 – Education Incentives**
Increase the Emergency Medical Technician (EMT) Stipend from 6% to 8%
3. Add new article implementing Night Differential for Firefighters working 1800-0800 hours.
4. Add new article implementing Pro Board Certification Stipend.

Comparables

External

The Union initially proposed that the Panel considered the same four (4) communities that were used in the 2006 Town of Chelmsford and IAFF, Local 1839 Interest Arbitration, JLMC 04-25F: Andover, Billerica, Tewksbury and Westford. The Town proposed that the Panel consider Billerica, Tewksbury, Wilmington, and Dracut. Their rationale was based on the fact the communities were comparable when looking at DLS data regarding the criteria of Income per Capita as of FY 2011, Equalized Valuation (EQV) per Capita as of 2014, Population as of 2013, Average Single Family Tax Bill as of 2016, Median Family Income as of 1999, Total Assessed Value and Tax Rate as of 2017. The Union, after receiving the Town's proposed communities, considered the criteria the Town used but updated the data to 2017 except for Median Family Income data because the most current data was 1999. When the Union completed their analysis they proposed adding the Town of Reading as an additional comparable community to the four (4) communities they identified above.

The Panel reviewed the Parties' recommendations and agreed that 2017 data provided by the Union would be used as it is the most current data except for Median

Family Income.⁶ When we compared the Union's proposed comparable communities with Chelmsford's we concluded that the Towns of Dracut and Westford were not comparable. Looking at Dracut first, despite the Town being closest to Chelmsford in Population, they are almost \$2500 less in Single Family Tax Bill, over \$13,000 lower in DOR Income per Capita, over \$41,000 less in EQV per Capita, \$17,043 lower in Median Family Income, \$2 Billion lower in Total Assessed Value. Dracut's tax rate of \$14.84 was more comparable with Billerica and Wilmington and was \$3.19 lower than Chelmsford.

The Panel also found Westford was not comparable, even though the 2006 Interest Arbitration Panel used it as a comparable community. The Panel's reasoning for using Westford was not based on DLS data but on the fact that both the Town and Union had mutually proposed Westford as a comparable community. Chelmsford did not propose Westford in the current Interest Arbitration so we initially thought because we removed Dracut as one of their proposed comparable communities it was fair to remove a Town the Union proposed. Given that our decision was not based on numerical data; we looked at the DLS data to confirm that it was a good decision.

We found that although there was no change in ranking of Total Assessed Value, given that Chelmsford ranked second with Westford or without it, Westford's Single Family Tax Bill was \$1142 more than Chelmsford, when Reading's Tax Bill differed by only \$574, which is less than half of the difference between Westford and Chelmsford. With regard to Population, Westford has the second lowest population of all the proposed communities besides Wilmington but Wilmington was more comparable to Chelmsford in the other categories and both Parties proposed it as a comparable community. Turning to Income per Capita, Westford is \$10,402 higher than Chelmsford while Reading is only \$5708 higher. The Panel took into account that Wilmington is almost as low from Chelmsford at \$10,306 but again both Parties recommended Wilmington as a comparable. The biggest difference between Westford and Chelmsford are in the criteria of EQV per Capita and Median Family Income where the difference is \$38,455 and \$21,353 respectively.

Based on the above rationale, the Panel considered the comparable communities to be Billerica, Reading, Tewksbury and Wilmington. When comparing Chelmsford to the comparable communities using the Town's criteria we found the following:

⁶ With regard to Total Assessed Value, the Panel accessing DOR's, DLS At-A-Glance Report was able to get 2018 data; however, we decided to use the 2017 data to compare apples to apples.

- Income Per Capita - Chelmsford was ranked 2nd.
- EQV Per Capita - Chelmsford was ranked 3rd.
- Population - Chelmsford was ranked 2nd.
- Average Single Family Tax Bill - Chelmsford was ranked 2nd.
- Median Family Income - Chelmsford was ranked 2nd.
- Total Assessed Value of Residential, Commercial, Industrial and Personnel Property - Chelmsford was ranked 2nd.
- Residential Tax Rate - Chelmsford was ranked 1st and ranked 4th in Commercial and Industrial Tax Rates. The difference in ranking between the Town's Residential Tax Rate and Commercial/Industrial Tax Rate is based on the other four (4) communities have a higher tax rate, i.e. split tax rate, for Commercial/Industrial property.

Based on the above, the Town's financial stability in contrast to the comparable communities is good except for the Residential Tax Rate and the Single Family Tax Bill.

Internal

The Panel places significant weight on wages and benefits of the Town's Police Bargaining Unit as compared to the Firefighters because the Parties have a history of negotiating base wage parity between the two (2) bargaining units and the JLMC guidelines requires the Panel to do so. In addition, the fact that the Town's pattern has been 2% in each of the fiscal years for non-safety employees whether they are in a bargaining unit or not, is justification for the Firefighters receiving the same.

Statutory Criteria Guiding Interest Arbitration

Chapter 589 of the Acts of 1987 sets criteria to guide interest arbitration awards for police and fire. These criteria are the financial ability of the town to meet costs; the interests and welfare of the public; the hazards of employment, physical, educational and mental qualifications, job training and skills involved; comparative wage and employment conditions with employees performing similar services and with other employees generally in public and private employment in comparable communities; the cost of living as determined by the Department of Labor; the overall compensation currently received by employees, including direct wages and fringe benefits; and any changes of the foregoing circumstances during the pendency of the dispute.

In addition to the criteria above the Panel believes that novel and untried solutions and/or proposals that seek a significant change from a mature Agreement are

rarely awarded in interest arbitration. Quoting fellow Arbitrator Gary Altman, “[A]n arbitrator is reluctant to modify contract provisions where the Parties, in past years, have already reached agreement, the contract article has been in the contract for a considerable period of time and there has been no ascertainable problem with the contract language”. Therefore, the Panel has rendered this Award after considering the Parties’ proposal in conjunction with all the criteria listed above.

Ability to Pay

As it is expected the Parties have totally different opinions on whether the Town has the ability to pay for the wage increases and benefits proposed by the Union. The Panel chose to discuss this prior to presenting their award on the eight (8) open issues so that the Parties would understand the Panel’s rational why it determined that the Town of Chelmsford has the ability to pay for the awarded issues below.

Town

The Town’s presentation on ability to pay was extensive and detailed as it discussed where Chelmsford was financially. The Town argued that the Consumer Price Index (CPI) has not grown substantially over the last five (5) years and was only 1.0% in 2016 and the average employment cost index was 1.5%. As of July 1, 2017, Chelmsford has approximately \$1.1 million in Free Cash, which when certified and approved by voters at Town Meeting or the Board of Selectmen may be used to support current operations and/or succeeding budgets.

However, the DOR/DLS’s Technical Assistance Bureau (TAB) recommends that Town’s adopted policies on restricting the use of Free Cash and strive to have Free Cash that is equal to three (3%) to five (5%) percent of the Town’s annual budget to maintain a positive balance leading into the next fiscal year. The recommendations are based on the fact that Free Cash, which currently is only one percent (1%) of the Town’s budget, plays a role in sustaining a strong credit rating. Currently, Chelmsford’s S & P credit rating is AA+, which is one step below the highest rating of AAA.

The Town’s ability to pay is also restricted by Proposition 2 ½, which limits total taxes assessed, not including new growth, within Chelmsford not to exceed 2 ½% of the cash valuation in the Town in any fiscal year. Therefore, Chelmsford ability to raise taxes is limited without voters supporting an override. Town Manager Cohen stated the last time an override was put to the voters was in 2008 and contained a request of \$2.8 million to continue operating a fifth elementary school and \$700,000 for general government that included funding for four (4) firefighters. The override was soundly

defeated and the Town has not explored an override since then. The Town did fund the new Central Headquarters but it was not through an override or a debit exclusion but funded within the Tax Levy.

The Town's Stabilization Fund, which is used to meet extra ordinary financial challenges, is currently in good standing at \$9.2 million, which is 7.5% of Chelmsford total budget. However, Town Manager Cohen stated that it has taken the Town since 2012 to reach this stability. During the 2008 recession the Town's S & P credit rating dropped two levels down to AA- because the Town was relying too much on the use of Stabilization funds and cash reserves to operate. Since then Mr. Cohen strives to have the Stabilization Fund at ten percent (10%) to be prepare for the next economic downturn.

The Town argued, that contrary to the Union's contention, there is not \$12.6 million in the Stabilization Fund that can be used to pay their wage and benefits proposals. First, \$1.9 million of the funds are not accessible because the funds are specifically designated to fund a sewer construction project and/or are reimbursement funds from the Massachusetts Emergency Management Agency for snow and ice removal. Second, to access the funds a special meeting of the voters must be called and a 2/3 vote from the taxpayers at the meeting must be obtained for the funds to be released. Third, DOR does not recommend that reoccurring costs should be paid out of the Stabilization Fund.

The Town discussed that Chelmsford's State Aid has been decreasing yearly as a percentage of receipts, i.e. total revenue into the Town, over the last four (4) years and is now six percent lower than it was in 2014. As a result, Chelmsford cannot depend on State Aid to keep up with costs. And although the value of a homes have increased by 20% since 2014 the Town's average single family tax bill has been also increasing and in 2017 was 13% higher than 2014. Other cost that effect ability to pay are the fixed cost drivers, which the Town has no control over, are health insurance, pension assessment required under state law and other post-employment benefits (OPEB), i.e. retiree health insurance.

The Town is not able to fund the Union's proposal and specifically the Per Piece Manning proposal because of the extraordinary cost associated with its implementation. If the Panel granted the Union's proposal that would result in a reoccurring cost that cannot be continually taken from the General Stabilization fund year after year. Given that, the funds would need to be allocated from cutting expenses in the Fire Department and Town Manager Cohen said he would recommend closing a fire station. He could not recommend taking money from other Departments in the Town because their budgets already tight and they did not significant increases. In addition, revenues from

new growth came in at \$1.25 million which is \$150,000 less than what was estimated and less than what was received in the past.

Despite the Town's position on the Per Piece Manning proposal, the Town has increased the Fire Department's budget on annual basis and the increase remains stable given that the Department's personnel budget is at 94% of their total budget. In addition, the Fire Department's total budget, including personnel costs, have increased proportionally from 2014-2018. Furthermore, since 2011 Chelmsford has invested in the Fire Department by expending over \$11 million on capital improvement, which includes building a new central headquarters. Overall capital costs are higher in Chelmsford's Fire Department than the comparables communities because they operate five (5) fire stations but the higher cost are supported by Chelmsford's private ambulance, which takes in revenues for the Town.

The Town always is looking to add revenue and has adopted the local option meal tax and increased their local hotel/motel excise tax. In addition, Chelmsford will be hiring an Economic Development Officer to market the Town and increase commercial investments in the business section of the Town.

Union

The Union contends that their wage and benefit proposals have an overall cost of approximately \$1.2 million. Chelmsford has the ability to pay for the proposals because they have an S & P credit rating of AA+ and the Town has a reserve of \$12.595 million in the Stabilization and Free Cash Funds. The amount of money in the Town's reserves is more than nine (9) times the cost of all the Union's proposals and more than 12 times the amount of money (\$312,340) Chelmsford is willing to pay for their wage proposal.

The Town has the legal right to use the reserve funds to pay for the Union's proposals and Chelmsford has transferred money from these reserves in the past to fund Interest Arbitration Awards. On January 19, 2016, at a Special Town Meeting, Town Manager Cohen requested that \$301,965 be transferred from the General Stabilization Fund to pay for 2016 Police Interest Arbitration Award. The transfer was passed by a 2/3 vote of the taxpayers and the transfer did not impact the Town's S & P credit Rating of AA+.

The Union contends Chelmsford has the ability to pay for their proposals but they are unwilling to pay for them and the Panel should not let this occur. The Town presented no credible evidence to refute that they don't have the ability to pay and prior to going to Interest Arbitration Chelmsford did not raise ability to pay as an issue. Town

Manager Cohen stated because the Parties had not settled and were going to Interest Arbitration monies were moved into the Stabilization Fund to pay for the Firefighters Award as well as the Police Awards. The Union argued that the Town has the ability to fund all the Union's proposals and the Stabilization Fund would still remain at 7.5%, which is between 5% and 10% of the Town's operating budget and one of the reasons why the Town's S & P Credit Rating remains at AA+.

Furthermore, using the reserves would not impact the AA+ credit rating or cause Chelmsford not to reach S & P's highest Credit Rating of AAA based on Mr. Cohen stating:

We would never be able to obtain AAA, or it would be extraordinary to obtain AAA because part of the rating goes not only on your reserves but also your demographics as well as financial management . . . [Chelmsford has] strong financial management; however, we just don't have the demographics in terms of wealth in the community, in terms of individual wealth, as well as wealth of property in the community that we could reach a AAA community, like some other towns would have, unless you really had extraordinary high stabilization and cash reserves. We're pushing that but you can't get there practically in a community like Chelmsford because in essence what you're doing is you're holding onto the Taxpayer's money . . . people say . . . [W]hy are you holding onto excess money that comes from the residents and businesses that pay taxes in the Town? (Tr. Vol. 2, p. 244)

Based on the above, the Union maintains Chelmsford is at the highest S & P credit rating level they can achieve and funding the Union's proposals will not change that.

Finally, JLMC Awards have rejected Cities' and Town's arguments that a Town's reluctance to pay reasonable wages and benefits is justification for denying wage and benefit proposals. One case, which deals with this is the City of Boston, MA and International Association of Fire Fighters, Local 718, JLMC #08 02F (2010). In that Award the Arbitrator found "[A]bility to pay analysis is not dependent just on how much cash the City has, but also depends on how it chooses to use the available funds".⁷ The Union argued in that Award the City had the ability to pay but was unwilling to and contends this same unwillingness is present here as Chelmsford's funds "greatly exceed" the cost of the Union's proposals.

⁷ Arbitrator Dana Eischen, City of Boston, MA and International Association of Fire Fighters, Local 718, JLMC #08 02F (2010), p. 21.

Discussion

The Panel recognizes the CPI and the Employment Cost Index has not grown substantially from 2012-2016 but both increased to 2.5% in 2017. Nonetheless, the Town paid non-safety, bargaining unit and non-bargaining employees 2% increase across the board in addition to increasing longevity, training, tuition reimbursements, clothing allowances, etc. Town Manager Cohen defended that the yearly 2% cost was total compensation for the settled units but did not verify that fact. Therefore, the Panel concluded that the Town's pattern of 2% in each of the fiscal years for all non-safety employees is justification for the Firefighters receiving the same.

Mr. Cohen confirmed that in January 2016, the Town called for a special meeting to proposed transferring \$301,965 from the General Stabilization Fund to fund the 2016 Police Interest Arbitration Award. Furthermore, Town Manager Cohen stated previous to setting the tax rate in December 2017 the Town knew they

... may be in a situation where an agreement may be reached and brought to the Town sometime between the period of January 1, 2018 to June 30, 2018. In that case where the tax rate is set, *the only way to fund those agreements is from the town's cash reserve which will come from the stabilization fund* and I believe, as I stated earlier, *we included money in the transfer of funds into the stabilization fund to recognize the fact that we have these unsettled contracts with the public safety units that are not only for this current year but may likely have a retroactive payment for whatever period depending upon what the outcome is of these hearings.* So we recognize that we are in the second year without contracts and that there's a real liability out there that we're going to have to make a payment. So, therefore, *the only way that can get paid after the tax rate is set ... is to fund that from the stabilization fund because we have no free cash remaining and therefore, we have set the money aside for those agreements.* (Tr. Vol.2, pp. 290-291) (Emphasis added)

Based on this testimony, it is clear that there are funds available to pay for the Union's proposals as long as they are reasonable and this will be discussed in the individual issues below.

The Panel also noted when Town Manager Cohen described the process of funding the new HQ, Chelmsford did not consider requesting a tax override because the previous attempt failed and although they tried to get a debt exclusion it was defeated

twice. Despite this, we know that there is a new HQ, which Mr. Cohen said was paid for within the Tax Levy:

... the Town [was] coming out the recession [and] the means were there to take on that 20-year debit payment and fund it within the levy. *The reason is we had to meet the need.* The station was literally falling to the ground. . . We stayed in [the building] longer than was reasonable and, therefore, we had to fund that station and we ultimately funded it within the tax levy. (Ibid. p.262)(Emphasis added)

Town Manager Cohen explained further that the Town for the last 11 years has been taxing at the full limit of the tax levy, which includes all property in Chelmsford, i.e. community, residential, business and industrial. He stated,

... residential values are appreciating greater than commercial values so, therefore, the residential taxpayer has been paying tax increases greater than two and a half percent⁸ because their share of the net property value is growing and the law requires you to assess the values annually. . . So, people's tax bills were going up three, four percent per year because of the differential in growth of commercial values versus residential values. (Ibid. p. 264)

Considering that the station was funded within the Tax Levy because *the Town had to meet the need* it is clear when Chelmsford wants to find the funds they can do it. However, here the Town has decided they are not willing to do it even though wage increases for all non-safety employees was 2% across the board plus additional benefits and increasing Per Piece Manning would increase safety of Firefighters and the Townspeople. In addition, despite the Town's argument that the Tax Rate and Single Family Tax Bill are the highest of all the comparables and cannot be increased to fund the Union's proposals, this has happened to fund the new HQ and we assume other *needed items*. The Panel also noted that three (3) of the comparables tax commercial and industrial properties at substantial higher rates, which Chelmsford does not and results in an increased residential tax rate.

Mr. Cohen also talked about other fixed cost drivers that impact their ability to pay, i.e. health insurance, pension assessment, OPEB, and that these cost drivers are greater than the town's operating budget which affect Chelmsford's bond rating. However, even though the cost drivers are increasing Chelmsford S &P credit rating of

⁸ MGL Chapter 59, Section 21C.

AA has not been impacted. Therefore, even though the cost associated with the cost drivers are increasing, S & P still finds Chelmsford's "... capacity to meet its financial commitments on the obligations is very strong".⁹

The Panel recognizes that the monies the Union contends are available in the Stabilization Fund is not \$12.595 million since the Sewer Construction Stabilization Fund of \$1.717 million and the MEMA Reimbursement of \$195,000 cannot be accessed. In addition, although the Union argued there is no cost associated with the Per Piece Manning proposal because they are not seeking the Town to provide overtime or hire new staff and they provided other options in UX1, Q2, the Panel recognizes there is a cost associated with implementing the proposal. After reviewing UX1, Q2 and the Union's Rebuttal/Alternative 1 and 2, the Panel notes that these options require closing Station 4, which the Town has argued is not a reasonable option and as a Panel we cannot and would not award. In addition, the options also require the payment of overtime cost of \$196,668. Furthermore, the Westwood Options 1-3, which add 3/5, 1 ½ or 2 ½ Firefighters, requires increased overtime cost ranging from \$196,668 to \$852,230 depending on how many Firefighters are added. Thus, there is a substantial cost associated with increasing the number of Firefighters on all apparatus from two (2) to three (3) Firefighters.

Based on the above, the Panel determined that the Town has the ability to pay *reasonable wage and benefits* as well as a *reasonable increase of Firefighters* for the Per Piece Manning proposal as discussed below.

⁹ https://www.standardandpoors.com/en_US/web/guest/article/-/view/sourcelId/504352, March 13, 2018.

Issue #1
New Article
Safe Manning of In-Service Apparatus Responding to a Call

Union Proposal

Apparatus responding to any call shall be staffed as follows:

Engine 1 or Ladder 1	Three (3) Firefighters
Rescue 1	Two (2) Firefighters
Engine 2	Three (3) Firefighters
Engine 3	Three (3) Firefighters
Engine 4	Three (3) Firefighters
Engine 5	Three (3) Firefighters

Town Proposal

The Town rejects the Union's proposal.

Union Position¹⁰

The Union contends first that the Panel has right to award the Per Piece Manning proposal based on numerous Massachusetts Department of Labor Relations cases and JLMC Awards. These cases and Awards have found that "the number of Firefighters assigned to operate a fire apparatus while responding to an alarm is a mandatory subject of bargaining to the extent that the per piece manning levels raise questions of safety and workload".¹¹

The Union's second and main argument for this issue was based on the testimony of Boston Fire Department (BFD) Deputy Chief Jay Fleming (Deputy Chief Fleming or Mr. Fleming)¹², who was hired as an expert witness by the Union and discussed UX1, G2, a document used to explain why Firefighters in Chelmsford are working in an unsafe manner and they are at risk because there are not enough Firefighters on each apparatus when they are called to duty. Deputy Chief Fleming has worked as a firefighter for the City of Boston for approximate 40 years. As a Deputy

¹⁰ Both Parties submitted substantial documentation to explain and justify their proposals as well as establish why the opposing side's proposals were not proper. The Panel has considered all the documentation and the Parties' arguments in rendering the Award. Instead, the Award summarizes the Parties' positions and does not reiterate all that the Panel received.

¹¹ Union Brief, p. 49.

¹² Tr. Volume 1, p 62-142, Tr. Volume 2, p.378-404, UX1, G2 and Q2.

Chief he is on BFD's command staff and he creates and updates the Fire Department Standards of Procedure (SOPs) and develops SOP training programs. In addition, Mr. Fleming is a member of and serves on a committee within the National Fire Protection Association (NFPA). The NFPA is a non-profit, private organization that provides public education and voluntary standards organization. Chief Fleming is knowledgeable with regard to many standards developed by the NFPA but he specifically testified to the Union's proposal for Per Piece Manning as it relates to firefighters safety.

Mr. Fleming discussed NFPA Standards 1710 and 1500, Occupational Safety and Health Administration (OSHA) Standard of "2 In and 2 Out" and Chelmsford's Fire Department SOPs. In addition, Deputy Chief Fleming discussed numerous studies and documents supporting the Union's proposal.¹³ NFPA Standard 1710 in relevant part:

- 5.2.3.1 Fire companies whose primary functions are to pump and deliver water and perform basic fire fighting at fires, including search and rescue, shall be known as engine companies.
- 5.2.3.1.1 These companies shall be staffed with a minimum of four on-duty members. . . (UX1,G2, slide 14)
- 5.2.3.2.2 Initial Full Alarm Assignment Capability Deployed within 8 minutes – 15 Personnel Required. (Ibid. Slide 101)
- 2001 NFPA set a 6-minute response time for communities with full-time firefighters: 1 minute for the dispatcher handling a 911 call to alert firefighters; another minute for a full company of four firefighters to slip into their gear and get on the road; and 4 minutes to drive to the fire.(Ibid. slide 107)

Deputy Chief Fleming stated in Chelmsford, sometimes only 4-9 Firefighters arrive within 8 minutes when response is for property or life safety so many important activities are not accomplished and Officer has to make tough choices. There are times that only 2 Firefighters arrive within 4 minutes so all important activities are not accomplished and Firefighters have tough choices to make.

OSHA Standard "2 In and 2 Out":

- . . . once the fire fighters begin the interior attack on an interior structural fire, the atmosphere is assumed to be Immediately Dangerous to Life or Health (IDLH) and paragraph 29 CFR 1910.134(g)(4) [two-in/two-out] applies. OSHA defines interior structure fire fighting "as the physical activity of fire suppression, rescue or both inside of buildings or enclosed structures which are involved in a fire situation beyond the incipient stage." (Ibid. slide 109)

¹³ Two (2) MMA Consultant Group, Inc. Studies performed for the Town of Chelmsford in 1989 and 2007, an International Firefighters GIS Study of Chelmsford Fire Department in 2017 and two (2) studies performed for a 1984 Dallas, Texas Fire and a 2001 Auburn, Georgia Fire and discussing the Smith Street Fire in 2004 with Chelmsford Firefighters.

- OSHA "2-IN" (Buddy System) – The standard defines a "buddy system as: a system of organizing employees into workgroups in such a manner that each employee of the work group is designated to be observed by at least one other employee in the work group. The purpose of the buddy system is to provide rapid assistance to employees in the event of an emergency. (Ibid. slide 111)
- OSHA "2-Out" (Rapid Intervention Team, "RIT") – In the initial stages of an incident, where only one team is operating in the hazardous area, at least one additional member shall be assigned to stand by outside the hazardous area where the team is operating. This standby member shall be responsible for maintaining constant awareness of those working in the hazardous area. A second person (the incident commander) outside the hazard area is specified by section 6-1 of the NFPA 1500. (Ibid. slide 112)
- . . . "2-in/2-out starts to apply when the fire requires SCBA [Self Contained Breathing Apparatus]". (Ibid. slide 113)
- OSHA - "Life Safety Exception" – For fire departments employers, initial attack operations must be organized to ensure that adequate personnel are at the emergency scene prior to interior attack at a structural fire. If initial attack personnel find a known life hazard situation where immediate action could prevent the loss of life, deviation from the two-in/two-out standard may be permitted. . . . However, such deviations from the regulations must be exceptions and not defacto standard practices. [20 CFR 1910.134(g)(4)(Note 2)] (Ibid. slide 114)

Mr. Fleming stated that neither the NFPA nor OSHA Standards are mandated within Massachusetts; however, they are viewed as well-respected and accepted Standards across the Nation. In addition, the Chelmsford Fire Department's SOPs #6 are based on NFPA 1710 and 1500 and the 2 In and 2 Out OSHA Standard.

- Chelmsford FD SOP #16 (10/93) – *"Company officers shall maintain an awareness of location and condition of all company members".*

Deputy Chief Fleming testified, "Only one out of five Chelmsford Companies actually have [an] officer and the number of personnel in the one person's jurisdiction is ten or more, then it is almost impossible for that officer to actually account for everybody on the fire ground and to know where they are". (Tr. Vol.1, Tr. p. 88-89.)

- Chelmsford FD SOP #6 (10/93) – "Members operating in hazardous areas at emergency incidents shall operate in teams of two or more". . . . In the initial stages of incident where only one team is operating in the hazardous area, at least one additional member shall be assigned to standby outside of the hazardous area where the team is operating. . . . The initial stages of an incident shall encompass the tasks undertaken by the 1st arriving company". (UX1, G2, slide 33)

Mr. Fleming stated, "To comply with that standard there would actually have to be three fighters assigned to a company . . . This policy actually violates the two in/two out rule. Because it doesn't distinguish between life safety, which is an exception, and property protection. . . . [A]ccording to this, even for property protection, two firefighters can [go]

in as long as one is outside. That violates the two in/two out policy. And the only way to comply with this is to have three firefighters on an engine. (Tr. Vol. 1, p. 90-91.)

- Chelmsford FD SOP #6 (10/93) – “The standby member shall be permitted to rescue or provide the rescue of the one team that is operating if the need arises”. (UX1, G2, slide 34)

Mr. Fleming testified, “the term ‘permitted’ . . . appears to be needed to give permission to a single firefighter to enter the hazardous area by themselves – remember the two in/two out rules wants two firefighters always together and two firefighters outside. So [the SOP] is saying you can violate [the SOP] if you have to save people inside. But again, that violates the two in/two out rule. . . .” (Tr.Vol.1, p.91)

- Chelmsford FD SOP #6 (10/93) – Once a second team is assigned or operating in the hazardous area . . . at least one “rapid intervention crew” (RIT) shall be required. (Note: a RIT Crew is comprised of at least 2 firefighters.) (UX1, G2, slide 35)

Deputy Chief Fleming stated:

[There are] two firefighters outside prepared to rescue someone would [sic] who might get in trouble inside. For this rule to be followed there would have to be at least six firefighters, two on each interior team and two on the RIT team, on scene before a second engine team could enter the hazardous area. This rule means that with the current staffing a second engine team could not enter until the third engine arrived on scene. And that becomes very important because the staffing is not just important for the safety of the members on the first engine. In fact, the staffing of the second engine is also important for the safety of the members of the first engine. (Tr. Vol. 1, p.92)

- Structural Fire SOP 8/13/03 – Tactical Objective: The First Engine Company working as a team:
 1. Shall advance the attack line to protect occupants and means of egress, while confining and attempting to extinguish the fire.
 2. As the line is advanced, a primary search and ventilation shall be performed in the immediate area. (UX1, G(2), slide 38)
- Structural Fire SOP 8/13/03 – Tactical Objective: The Second Engine Company working as team:
 1. Shall advance a back-up hose line. If 1st Engine safe it may be deployed to prevent extension.
 2. As the line is advanced, a primary search shall be done.
 3. Officer shall assume Command. (Ibid. slide 39)

Deputy Chief Fleming stated,

The tactical objective of the first engine company, which in most cases is only going to have two firefighters with no officer, shall, one, advance the attack line to protect the occupants and the means of egress. Two, as the line is advanced, do primary search and ventilation in the immediate area. Now, remember, one of

the firefighters has to be at the pump hooking up the hoses and giving them water. So who is left to do this on the first engine? . . . [T]he NFPA says the first two companies should accomplish all these goals [including locating all the tools needed at the RIT staging area - UX1, G2, slide 37)] That's why the NFPA says you need four firefighters to do all these things. So the [Town's] SOP is like reading fantasy, and it's not [Chelmsford Fire Department's] fault. They want to comply with what the guidelines are and the national standards, and yet they don't have enough firefighters to do that . . . (Tr. Vol1, p. 95-96)

After reviewing the Town of Chelmsford and the Fire Department in relation to NFPA 1710, NFPA 1500 and Chelmsford SOPs, staffing of other comparable communities, information from the International City/County Management Association and outside studies, i.e. 1989 MMA Study, 2007 MMA Study and the 2017 IAFF Study, Deputy Chief Fleming concluded the following:

1. Adding a firefighter to the Center Fire Station provides additional staff to all other areas of Chelmsford as soon as possible after the arrival of the 1st Engine.
2. Adding a second firefighter to Station 2 addresses the fact they are the longest distance from the Central Fire Station, and an Officer.
3. An additional third firefighter could be stations [sic] at the Central, Station 3, or Station 4.
4. If this additional staff is deployed it may create "span of control" problems due to a single officer on duty. (UX1, G(2), slide 57)
5. Compared to NFPA Standards, and Multiple Fireground studies, Chelmsford is understaffed per apparatus and per 1st alarm response. "Risk Management" policies on the fireground can lessen, but not remove, the risk to FFS, created by this inability to send adequate staffing in a timely fashion. (UX1, G(2), slide 119)

Mr. Fleming, after reviewing, The National Institute for Science and Technology (NIST) Study, the NIST Hi-Rise Study (2013) and a study within the NIST staffing Study that looked at the Effect of Deployment of Resources on Cardiovascular Strain of Firefighters concluded:

1. With 2 FFs per piece parts of Chelmsford is at serious risk. Unless it is a slow growing fire and the building is located near the firehouse.
2. With 3 FFs per piece, parts of Chelmsford are reasonably safe. However, fast growing fires, or locations far from the fire house, or in areas where the 2nd engine has a long response, the risk increases.
3. Both situations require 1st responding FFs to face excessive risk, to rescue occupants because of inadequate staffing. (Ibid. slide 84)

At the close of Deputy Chief Fleming's presentation he concluded:

- Chelmsford FD is understaffed per piece compared to the recent history of the CFD.
- Chelmsford is understaffed per piece according to every study done on the CFD.
- Chelmsford is understaffed per piece compared to it's [sic] peer communities.

- Chelmsford per piece staffing cannot timely and effectively fulfill the CFD SOPs.
- Chelmsford FD is understaffed per piece relative to nation standards, NFPA ICMA.
- This understaffing per piece negatively impacts FF Safety which can only be addressed with improved per piece staffing. (Ibid. slide 139)
- The Union's proposal to increase from 2FFs to 3FFs for Engines 2, 3, 4 and 5 and from 3 to 4 FFs for Engine/Ladder 1¹⁴ will greatly reduce the risk that the FFs face at incidents. This conclusion is supported by all the available evidence that I was able to research. (Ibid. slide 140)

Based on Deputy Chief Fleming's expert opinion Chelmsford, the Union argued that Firefighters would work in a safer work environment if the Town increase from two (2) Firefighters to three (3) Firefighters per apparatus except for Rescue 1.

The Union's third argument was the Per Piece Manning proposal should be awarded because the Town also believes it would be safer if there were more than two (2) Firefighters on an apparatus. Town Manager Cohen stated that the Firefighters had a legitimate request for additional staff and confirmed that he agreed that it was safer to have four (4) Firefighters on an apparatus responding to a scene versus two (2) Firefighters. He also said that the Chief supported and has requested additional staff for safety purposes but the request cannot be approved based on lack of financial means. In addition, Town Manager Cohen confirmed that back in February 2016 when Chief Ryan was discussing the FY 2017 Fire Department budget that he was interested in using overtime to increase safety in the Fire Department.

The Union submitted the Chelmsford Finance Committee Minutes from the February 11, 2016 meeting to establish that Chief Ryan supported increasing the number of Firefighters on an apparatus:

... G. Ryan reported that the number of calls received by the Fire Department continued to increase from 7,505 in 2014 to 7,762 in 2015. ... [G. Ryan] explained that the trend in increase medical assists and service calls was not just seen in Chelmsford, but in other communities. G. Ryan added that he expected the trend to continue. G. Ryan pointed out that fire and brush calls had more than doubled from 21 in 2014 to 47 in 2015.

G. Ryan stated that when comparing staffing levels [with other communities], Chelmsford looked high with 61 fire fighters, however, he pointed out that Chelmsford had five fire stations and even at current levels did not meet all the recommended safety levels. He explained that Chelmsford, with five stations and 61 fire fighters, would run down to eleven fire fighters, whereas Tewksbury with 55 fire fighters, would run down to 12 fire fighters. [Finance Committee

¹⁴ Deputy Chief Fleming misrepresented the Union's proposal regarding Engine1/Ladder 1 stated the number of Firefighters would be increase from 3 to 4. The Union is proposing that the number of Firefighters be increased from 2 to 3.

Member] A. Tanini asked how much would be needed to bring the number up to 12. G. Ryan replied that would be \$85,000 extra person. A. Tanini responded for clarification that was not a new hire but overtime. G. Ryan replied in the affirmative.

[Finance Committee Member] A. Langford asked what safety standards were not being met. G. Ryan replied that the National Fire Protection Association set safety guidelines which Chelmsford strived to reach. He explained that this would be things like the number of certified personnel at the scene with a certain amount of time. He explained that the guideline was 13-15 fire fighters within 8 minutes. He explained that Chelmsford would have 11 and then call mutual aid partners.

[Finance Committee Member] J. Clancy commented that this would leave the stations understaffed. G. Ryan replied that they would call in mutual aid and then try to backfill at the stations. J. Clancy stated that the Town had provided an extra person last winter and he was happy that they had the ability to do that. G. Ryan replied that they would not otherwise have been able to keep up. J. Clancy asked if the goal was to have two extra fire fighters in the future. G. Ryan replied in the affirmative.

A. Langford asked if this would be new hires. J. Clancy replied that it would not be new hires, but in overtime to increase the people available for shifts. [Finance Committee Member] E. Consalvo asked what the response time for Chelmsford was. G. Ryan replied that it was pretty quick. He explained that with mutual aid partners the 13-15 fire fighters would be there in 10-15 minutes.

Although Town Manager Cohen was at the meeting he did not recall the specific conversation but he did not dispute it had occurred and believed the Chief requested adding two (2) additional firefighters in each unit. He also remarked that he thought the Chief made a similar request this past year; however, he was unable to fund either request. Mr. Cohen stated that even though the Chief discussed not meeting NFPA standards, the Town has not sought additional staffing studies to review response time since the 2007 MMA study.

The Chief recalled the conversation at the Finance Committee meeting but disputed that the \$85,000 was an overtime figure. He believed that was the cost to hire a full-time employee with benefits. In FY 2017 he did request one (1) additional Firefighter to bring the complement up to 12 but his request was denied. He believed his request was based on using overtime to increase staffing to 12. He agreed that having three (3) Firefighters per piece of apparatus is safer than two (2) Firefighters and his ultimate goal was to have four (4) Firefighters but three (3) Firefighters were better than two (2) Firefighters per apparatus. In addition, he confirmed that getting to a fire scene as quickly as possible and with sufficient number of Firefighters is a goal because it is safer for citizens and Firefighters.

The Union's fourth argument dealt with how the Per Piece Manning proposal was costed out. The Union maintains that the proposal cost at \$1.2 million with an average cost of \$432,000 each year (L2). The Town's costing of the proposal of approximately \$2.5 million is meritless and based on an incorrect assumption that the Union was seeking increased overtime to fund their proposal. Town Manager Cohen stated he received this understanding during negotiations; however, he was unable to recall when the statement was made and who stated it. In addition, he confirmed that while the Parties were exploring the Per Piece Manning proposal they discussed various ways to fund the proposal during negotiations, i.e. overtime, hiring additional staff, closing a Fire Station and applying for federal Staffing for Adequate and Emergency Response (SAFER) Grants as a means to increase staffing in the Department.

The Union maintains that that they did not propose Per Piece Manning to only be funded through overtime. Furthermore, the Union submitted UX1, Q2 during the Interest Arbitration hearing to suggest various options to fund the proposal and never gave the Town a cost based on overtime or hiring additional staff. In any event, Mr. Cohen stated that it would be cheaper to fund the proposal through overtime then hiring new Firefighters.

The Union's final argument rebutted TX56 and 57 which were supposed to portray that in calendar year 2016 and 2016 there were a total of 15 fires and only 2-3 of the fires did not initial have four (4) firefighters responding. The Union reviewed the Town's exhibit and established in UX1P that out of the seven (7) fires in 2016 there was only one (1) fire that had at least three (3) Firefighters arrive as first responders. In 2017 there were eight (8) fires and only (1) fire had at least three (3) Firefighters arrive as first responders. Based on Deputy Chief Fleming through analysis of Firefighters safety this is completely unreasonable and places Firefighters at risk when they are working.

Town Position

Chelmsford argued as many JLMC awards that dealt with Per Piece Manning there are the same number and more that rejected implementing a Per Piece Manning proposal. The JLMC cases cited by the Union – Lexington and Westford – already had Per Piece Manning and the City of Woburn did not oppose the Union's assertion of safety because they concluded that a fire Station could be closed to increase the number of firefighters on an apparatus and the proposal would have little or no cost associated with it. In Chelmsford neither of these reasons are present and the Town asked the Panel to recognize that closing one (1) or two (2) stations is not a viable

option since the “. . . five (5) station configuration reflects a thoughtful and deliberate approach to meeting the communities modern needs”.¹⁵

The Town commissioned a MMA Study in 2007 because it needed to build a new fire Head Quarters and the study also considered whether the Town should continue with five (5) stations or less. Utilizing the Study, the Town's Committee decided based on response time to keep the five (5) stations operating and not increase the number of firefighters per apparatus based on the fact that the majority of the calls were medical or accident related as opposed to structural fires. The Committee's major concern was getting people to the events as soon as possible

Chelmsford argued that implementing the Union's proposal would require fundamental, operational changes in the Town and the Fire Department, e.g. closing stations, reducing response times, decreasing citizen safety and jeopardizing Firefighters' safety. From Chelmsford's perspective the Union's demands establish an unwillingness to engage in good faith bargaining because the proposal was not based on safety but an attempt to increase overtime for Firefighters for parity purposes. The Town maintains that the Union presented no evidence that any structure fire at the current level of staffing compromised Firefighters' safety. Even the 2004 Smith Street fire had four (4) Firefighters on the scene before anyone entered the building.

During negotiations, Town Manager Cohen said he asked the Union how the Town was going to staff the proposal because it would be very costly to bring on new employees. The Union responded that they preferred the proposal be implemented through overtime rather than hire additional staff. Based on this, Mr. Cohen costed out the Union's Per Piece Manning proposal using overtime.

Town Manager Cohen confirmed that Firefighters have a legitimate request and the Chief has made requests to increase staff in the central HQ but the requests could not be honored because they were financially unattainable. Nonetheless, the Department has increase staff from a low of 44 during the 2008 recession when a station was closed and currently there are 52 Firefighters employed. Therefore, the Town has made in effort to increase staffing but cannot financially support what the Union has proposed.

Chief Ryan stated the NFPA and OSHA Standards regarding four (4) Firefighters and 2 in and 2 Out are for structural fires and not medical calls; however, Chelmsford's SOPs are based on NFPA and OSHA standards raised by Deputy Chef Fleming.

¹⁵ Town Brief, p. 23.

Specifically, the OSHA standard of 2 In and 2 Out is enforced in the Department where two (2) Firefighters cannot go into a burning building unless there are the two (2) Firefighters outside the Building. The only exception to this SOP and OSHA standard is when there is a life safety situation. The Chief did not recall any employee being disciplined for going into a structure fire when there was not sufficient staff outside.

In a structural fire, on the first alarm Dispatch calls three (3) station to respond so three (3) apparatus are responding to the call. Generally, HQ response to all structural fires and then the Dispatch will call the next two closest stations to the scene. If the Captain calls for a second alarm all remaining stations in Chelmsford will respond in a working fire. This will generate a mutual aid response from other cities and towns, where Westford will be the Town's Rapid Intervention Team (RIT) who will rescue someone and then Lowell and Billerica will send in mutual aid engines to back fill HQ and Engine 2 in case there is another event happening simultaneously.

Chief Ryan was asked to look at TX56 and 57 and he explained the exhibits showed response times in Calendar years 2016 and 2017 to structural fire beyond the incipient stage. These responses would require 2 In and 2 Out. The Chief believed that in that two year period there were only 2-3 structural fires where there were not four (4) Firefighters before the six (6) minute mark.

To implement the Union's proposal Chief Ryan believed he would have to close two (2) Fire Stations to redeploy staff to the outlying Stations and response times to all calls would be dramatically impacted. The Chief believed the impact on the response time could cause a small fire to advance to a larger fire and there would be more damage to property and risk to Firefighters and citizens. If Stations were not closed and manning the apparatus with three (3) Firefighters on an overtime basis the cost to the Town would be \$2.131 million.

Discussion

The Panel has the right to discuss and award a Per Piece Manning proposal when the manning levels concern safety and workload. Two, the Town did not prove that the Union's proposal was a means to get around the non-mandatory subject of bargaining of minimum manning. Three, the Town also did not establish the Union's proposal was not based on safety but a means to acquire overtime and reach wage parity with Chelmsford's Police Officers. Four, the Panel found that the Union's evidence on the number of Firefighters assigned to operate an apparatus when

responding to a call for safety purposes was compelling. Fifth, the Union's UX1P rebutted TX 56 and 57 successfully by establishing out of 15 fires in calendar years 2016 and 2017 there were only two (2) fires that the first responding apparatus had three (3) Firefighters on an apparatus. Finally, the evidence was overwhelming that the Town supported increasing manning on fire apparatus for Firefighters safety as well as the safety of Chelmsford citizens but they are financially unable to do so.

Despite the compelling safety evidence, the Panel determined that the Union's proposal to increase manning from two (2) Firefighters to three (3) Firefighters per apparatus in each of the five (5) stations was cost prohibitive and could not be awarded. The Parties agreed that 2/5 of the time HQ has an Officer and three (3) Firefighters available to operate either the Engine or the ladder in a safe manner. When this occurs then four (4) Firefighters, including the Captain, proceed to the call which fulfills the NFPA 1700 standard that engine companies shall be staffed with a minimum of four (4) on-duty Firefighters (5.2.3.1.1.) and NFPA's 2001 six (6) minute response with a full company of Four (4) Firefighters to arrive at a fire event in four (4) minutes. In addition, OSHA's and the Chelmsford Fire Departments standard of 2 In 2 Out is compiled with. The Panel knows that neither the NFPA the OSHA standards are mandated in Massachusetts but Chief Ryan recognizes the importance of them as the standards are incorporated into the Fire Departments SOPs and he strives to reach the standards.

The Parties also agreed that 3/5 of the time these safety precautions do not occur because the engine or the ladder leaves HQs with only two (2) Firefighters on it. This result, led the Panel to conclude that Firefighters have a valid reason to be concerned with their safety. In addition, it is clear that Chief Ryan and Town Manager Cohen are concerned about Firefighters safety and the problem must be addressed. Finally, the vast amount of evidence established that firefighting is a dangerous occupation and the lack of proper staffing on per piece of apparatus substantially increases Firefighters' safety and decreases risk of injury.

Based on the above, the Panel is persuaded that the Union's proposal to increase the minimum level of manning per piece of apparatus should occur in some manner. And while it is obvious increasing from two (2) to three (3) Firefighters per apparatus would be ideal; the Town cannot afford to do this without fundamentally

changing how the Fire Department operates. The Panel acknowledges that the 2007 MMA Study and Owner Mark Morse discussed and recommended that the Town can operate with one less station; however, it is not within the Panel's purview to substitute our judgement for that of Chelmsford's when it comes to operational needs. In addition, the Union's entire proposal no matter how it would be implemented cannot be supported financially by the Town's taxpayers.

Therefore, the Panel determined there is a need to increase per piece staffing for the safety of Chelmsford Firefighters and awards that one station has three (3) Firefighters on one (1) apparatus at all time when responding to any call. The Panel recommends that the three (3) manned apparatus be at HQs because generally that is the station where the first responding apparatus originates from but we are not mandating that this occur and we leave it to the Town and Chief Ryan to make that decision. The Panel acknowledges funding the award is a financial hardship to the Town, nevertheless, the Panel after considering all the evidence concluded for Firefighter safety in Chelmsford one (1) apparatus at one (1) station shall be manned by the three (3) Firefighter at all times when responding to any call.

Award

The Panel finds for Firefighter safety in Chelmsford one (1) apparatus at one (1) station shall be manned by the three (3) Firefighter when responding to any call at all times.

Issue #2

Article 13 - Compensation

Town Proposal

Delete existing language and replace with the following:

July 1, 2016 – June 30, 2017	2% increase over FY 2016
July 1, 2017 – June 30, 2018	1% increase over FY 2017
July 1, 2018 – June 30, 2019	1% increase over FY 2018

Union Proposal

Wage Schedule shall be amended as follows:

Captains	July 1, 2016 - 2% increase across the board July 1, 2017 - 2% increase across the board July 1, 2018 - 2% increase across the board
Privates	July 1, 2016 - 2% to top step plus corresponding prior step adjustments July 1, 2017 - 2% to top step plus corresponding prior step adjustments July 1, 2018 - 2% to top step plus corresponding prior step adjustments

Town Position

Town opposes the Union's proposals based on fairness to other Town employees, non-bargaining unit employees as well as bargaining unit employees, whose wages and benefit packages have been settled. Town Manager Cohen stated when he is negotiating there is a "sense of trust and understanding" that everyone will be treated fairly otherwise none of the employee units would settle. Mr. Cohen admitted that if the Firefighters and the Town had been able to settle the Agreement before going to Interest Arbitration the wages would have come in at two percent (2%) in each of the fiscal years but they never got to that point in negotiations. However, the two percent (2%) each year would be a total compensation package and not more.

The Town rejects the Union's proposal to provide corresponding prior step adjustment to Firefighters on the Base and throughout Step 2-5. Their position is based on the fact the Parties agreed at prior negotiations to only give wage increases to Step 6 and/or the top Firefighters step because if there were only a certain amount of money it would be placed on the top step and eventually all the Firefighters on the step schedule would get there. If you distribute the money throughout the step schedule than the hourly wage for the Firefighter at the top side will be decreased. The Parties did not want the top step decreased so it was agreed to that Firefighters on step schedule would only get step increases and not cost of living increases. The Parties agreement has resulted in a growing gap between the steps but the Town does not believe Firefighters at the lower steps should benefit from additional wage increases, beyond their step.

Union Position

The Union's wage proposal is reasonable based on achieving parity with Chelmsford police officers and comparable communities. The Town's proposal seeks only to

maintain the lag in wages so Firefighters cannot achieve parity with police officers and external comparables. The Town did not provide a comparison of wages and benefits between police officers and firefighters therefore, the Panel must accept the Union's comparison in UX1, K4.

All other bargaining units received what is the equivalent of 2% in each of the three (3) fiscal years plus additional benefits above and beyond the wage pattern with little or no concessions and the Firefighters do not deserve anything less. The Union's proposal provides parity between firefighters and the police officers because they are employed in hazardous duties and responsibilities that are unique to their job classification. Many JLMC Awards have addressed the need to maintain parity such as Town of Plymouth and [Firefighters] Local 1768, JLMC 12-2380 (2014); City of Chelsea and [Firefighters] Local 937, JLMC 11-35F, (2013); City of Lawrence and IAFF, Local 146, JLMC 95-7F and Town of Kingston and IBPO, Local 436, JLMC 01-49P.

Discussion

Firefighters should receive the same wage increases as other bargaining units given that there is no compelling reason not to give it to them. In addition, the comparable communities supports the issuing a 2%, 2%, 2% wage increase because it keeps Chelmsford Firefighters compensation in line with the comparables. The Panel concluded that The Town's comparison of only the base salary of Firefighters with the Comparable communities was not appropriate when there are numerous wage and benefits added to base wages which represents Firefighter's actual wage. Having said this, the Panel also determined that the Union's position that UX1, J2 was an accurate means to compare Chelmsford Firefighters wage and benefits to the comparables was also not appropriate because by using settlements of wage and benefits in different fiscal years is not comparing apples to apples. Given that Westford was excluded as a comparable and after reconfiguring Ux1, J2 the Panel found the following:

- In FY16 Chelmsford Firefighters EMT plus benefits with an Associate Degree was ranked 3rd and the lag among the comparables was 2.2%.
- In FY16 Chelmsford Firefighters EMT plus benefits with a Bachelor Degree was ranked 3rd and there was less than a 1% lag among the comparables.
- In FY16 Chelmsford Firefighters EMT plus benefits with a Master Degree was ranked 3rd and the lag among the comparables was 1%.
- The Panel found the average lag was 1.1%.

Looking at Firefighters' wages and benefits of communities who settled through FY18 (Tewksbury and Wilmington) compared to Chelmsford's and adding the Town's wage proposal of 2% and 1% in FY2017 and 2018 respectively, the Panel found the following:

- In FY18 Chelmsford Firefighters EMT plus benefits with an Associate Degree would be ranked 1st and Firefighters would be making 1.4% more than the comparables.
- In FY18 Chelmsford Firefighters EMT plus benefits with a Bachelor Degree would be ranked 1st and Firefighters would be making a fraction more than the comparables.
- In FY18 Chelmsford Firefighters EMT plus benefits with a Master Degree would be ranked 2nd and there would be less than a .5% lag among the comparables.

Looking at Firefighters' wages and benefits of communities who settled through FY18 (Tewksbury and Wilmington) and Chelmsford and adding the pattern wages increases of 2% in FY 2017 and 18, the Panel found the following:

- In FY18 Chelmsford Firefighters EMT plus benefits with an Associate Degree would be ranked 2nd and Firefighters would be making a fraction more than the comparables.
- In FY18 Chelmsford Firefighters EMT plus benefits with a Bachelor Degree would be ranked 1st and Firefighters would be making 2% more than the comparables.
- In FY18 Chelmsford Firefighters EMT plus benefits with a Master Degree would be ranked 2nd and Firefighters would be making a fraction more than the comparables.

Considering the rankings above, although the FY 2016 rankings were lower, contrary to the Union's argument, Firefighters were not lagging behind the comparables by an average of -4.5%. In addition, with either proposal, Firefighters will not be lagging behind the comparables but maintaining or improving their ranking depending on what degree they hold. Furthermore, the pattern wage increase are justified based on the Firefighters increased call volume and the hazards of the job. Finally, the Town admitted they planned to give the Firefighters 2% in each year of the three (3) year Agreement but never proposed it because the Parties went to Interest Arbitration. Thus, Chelmsford has the ability to pay for the pattern wage increases because they moved

money into the Stabilization Reserve to fund them after they realized they would have an outstanding liability when the Arbitration Award was issued.

The Union's request to increase Firefighter's base pay and Steps 2-5 by adding a corresponding prior step adjustment based on the 2% wage increase to the top step, i.e. Step 6, is not awarded for the following reasons. One, the Parties had previously agreed to only apply across the board increases to Step 6 and no compelling reason were given to change this long term agreement. Two, the current step schedule ranges from a low of 6.1% between Step 5 and Step 6 to a high of 8.3% between the Base Step and Step 2. Therefore, Firefighters on the step schedule are already receiving significant cost of living increases that are substantially higher than Firefighters on Step 6. Three, the Union's proposal of adding an additional cost of living number to each step based on the 2% across the board increase at Step 6 was anywhere from a 2.1% to a high of 2.8% and the Panel deemed this wage increase was unreasonable based on the step increases the Firefighters already receive.

Award

Three year Agreement – July 1, 2016 to June 30, 2018

Captains	July 1, 2016 - 2% increase across the board
	July 1, 2017 - 2% increase across the board
	July 1, 2018 - 2% increase across the board
Privates at top step	July 1, 2016 - 2% increase across the board
	July 1, 2017 - 2% increase across the board
	July 1, 2018 - 2% increase across the board

Salary Schedule for Privates on the steps schedule remains at status quo.

Issue #3

Article 20 – Vacations

Current Language

Employees reaching their 5th, 10th, 15th and 20th year anniversary will receive a one time forty-eight (48) hours vacation leave at the end or upon completion of these anniversary years.

Town Proposal

Delete the above referenced language.

Union Proposal

The Union rejects the Town's proposal.

Town Position

Other internal bargaining units have the bumps in vacation on anniversary dates; however, only the firefighters have them at the 15th year. The Town argued this was an error that occurred many years ago that has never been corrected. In addition, the police units do not have a vacation bump in the 15th or the 20th anniversary years and Firefighters should not receive a benefit above the police bargaining units.

Union Position

The Union argued that no justification was received from the Town to support their proposal to eliminate Firefighters vacation bump for all anniversary dates when every bargaining unit continues to enjoy the benefit to some extent. In addition, although the police units only receive it on the 5th and 10th anniversary; their benefit is seven (7) days and the Firefighters only receive 48 hours of vacation leave. Therefore, the police units', because they work a 4 and 2 schedule, vacation bump equates to almost two (2) weeks off while the Firefighters is only 48 hours.

Discussion

One, the Town did not submit evidence to support their argument that the Firefighters received the 15th year anniversary vacation bump in error. Two, the Town did not justify why the benefit should be totally eliminate when five (5) other bargaining units receive the benefit, albeit the execution of the benefit is less than that received by the Firefighters. Three, the benefit helps to close the pay equity gap between firefighters and police officers. Therefore, the Panel does not find a compelling reason to eliminate the Firefighters receiving an additional vacation bump on their 5th, 10th, 15th and 20th anniversary years.

Award

The current contract language shall remain as status quo.

Issue #4
Article 20 – Vacations

Town Proposal

Add new language to the end of the Article as follows:

While an employee receiving MGL Chapter 41, Section 111F benefits for a period of more than two calendar weeks, accrual of vacation leave benefits shall be suspended.

Union Proposal

The Union rejects the Town's proposal.

Town Position

The Town submitted Exhibit #37 to show from July 2013 to May 2017 there were a substantial number of Firefighters out on IOD leave. The longest leave during the timeframe was 1.5 years and the Town needs to address concern over frequency and length of Firefighters work related absences. For example, Firefighters #2 was out for 11 months for twisting his/her knee while checking a generator, #8 was out 1.5 years after his/her right shoulder was hit by ladder door several time after a strap caught the door and #12 was out on two occasions totaling 11 months for hurting his/her right shoulder slipping on ice and the Firefighter felt his/her left bicep pull when s/he was reaching over to shut door while responding to box alarm. The Town believes that these Firefighters were malingering their injuries and they should not have the ability to accrue vacation leave and possible go out on vacation soon after they return from IOD leave. Chelmsford argued this concern is a legitimate problem for operations.

In addition, Chelmsford contends when a Firefighter is out on IOD s/he is not under the same stress level when working so decreasing the amount of vacation time they accrue while they are out is reasonable. The Town also maintains that the current benefit of receiving accrued vacation leave while out on IOD is a generous benefit. Finally, the Town argued that the Union did not refute the Town's evidence.

Union Position

This proposal should be rejected for the following reasons. One, Firefighters who get injured while on duty should not be punished. When a Firefighter gets injured they miss opportunities to work overtime and detail work while they are out. Therefore, it is unreasonable for the Town to also take away their ability to accrue vacation benefits when they are on IOD leave. Two, only the Town of Billerica has a similar benefit; however it concerns sick leave, not IOD Leave and the accrual is suspended after 45

days or six (6) weeks of a Firefighter being out sick and not two (2) calendar weeks. Three, the Police Bargaining Units are not restricted in accruing vacation leave and Firefighters for parity purposes should not be treated differently.

Four, TX 37 shows since 2013 only 23 Firefighters have gone out on IOD, which averages out to six (6) Firefighters per year. This number is not an extraordinary high when call volumes have increased substantially and Firefighters have to respond to and fight fires with unsafe manning levels per piece of apparatus. If the Town wants to reduce the number of Firefighters out on IOD they should increase the number of Firefighters per apparatus rather than punishing them by suspending their accrual of vacation time when they get hurt while working in an unsafe manner.

Discussion

The Panel finds that Firefighters who are injured on duty should not be punished by suspending their ability to accrue vacation benefits. Two, if the Town believes that employees are malingering their injuries there are other options to make sure this is not occurring beyond suspending accrual of vacation benefits. Three, Police Officers are not restricted in accruing vacation leave and Firefighters should not be treated differently. Four, the City of Billerica suspends accrual of vacation leave when someone is out sick for 45 days or more but this does not apply to IOD leave, therefore none of the comparable communities have the benefit. Finally, looking at TX37, the average IOD leave is for 6 months but 18 times the Firefighter were out for three (3) months or less and eight (8) times were for two (2) weeks or less. These results do not justify a long term benefit should be taken away from the Firefighters.

Award

The current contract language shall remain as status quo.

Issue #5 **Article 31 – Educational Incentive**

Current Language

Any full-time, permanent member of the Fire Department who has earned and received a Massachusetts OEMS EMT certification and has it still in effect on July 1st of the current contract year shall be paid a stipend equal to 6% of the firefighter's top step annual base wage per year. These payments shall be made on the first payday in September.

Union Proposal

Effective July 31, 2016, amend to reflect an increase in the EMT stipend from 6% of a firefighter's top step annual base wage to 8% of the firefighters top step annual base wage.

Town Proposal

The Town rejects the Union's proposal.

Union Position

The Firefighters are required to have an EMT certification and receive a stipend equal to 6% of the top step of the annual base salary per year. Firefighters attend all medical calls and those calls are the majority of the calls Firefighters receive. Narcan was introduced, place on all Engines and Firefighters were assigned to administer it without an increase to their stipend. In 2016, the police officers, who are not required to be EMT certified, received the same 6% stipend as the Firefighters in an Interest Arbitration Award. Firefighters should receive a higher stipend because it is a condition of employment and they are first responders to medical calls.

Town Position

The granting of the Union's proposal is not supported by the evidence. All Firefighters are required to have their EMT certification and there is no reason for the stipend to be increased. The proposal is here because the police officers recently received the same benefit as the Firefighters in an Interest Arbitration Award. The Union offered no basis for the 2% increase and out of the comparables Chelmsford Firefighters have the highest EMT Stipend. If the Panel increases the rate then the police will seek to increase their EMT stipend again because parity will not exist.

Discussion

The Panel understands that three (3) of the comparable communities have EMT Stipends but Chelmsford's is the highest. Despite this, the Panel believes the police officers' stipend should not have been increased because they are not required to have an EMT certification. Firefighters are required to have them and their stipend should be higher than police officers. In addition, currently Police Officers' total compensation is higher than Firefighters, although not to the extent the Union contend, and implementing a 1% increase for a working condition is justified and also assist in closing the parity

gap. Therefore, the Panel awards that the Firefighters EMT Stipend is increased 1% to a total of 7%.

Award

The Panel awards effective July 1, 2016 the EMT stipend shall be increased to 7% of a firefighter's top step annual base wage.

Issue #6 **New Article – Light Duty**

Town Proposal

Add new language to the contract as follows:

An employee of the Chelmsford Fire Department who is incapacitated from regular duty because of injuries, illness or disability may be required to perform light duty on either a full-time or part-time basis, notwithstanding any provision of law to the contrary, provided the assignment is supported by the physician providing the treatment for the employee's illness/injury and there are light duty tasks available that the employee is capable of performing. Light duty shall mean duties currently performed by bargaining unit employees.

Any bargaining unit employee otherwise entitled to injury leave under applicable State law and any available provision of the Collective Bargaining Agreement who is assigned to light duty under the provisions of this agreement shall continue to be indemnified for all medical bills, etc. as provided by law. In the event that the employee only works partial weeks under this provision, the remainder of the employee's wages shall be paid in accordance with injury leave.

Light duty assignments shall not interfere with an employee's ability to attend routine medical appointments, including therapy, related to the illness/injury resulting in the light duty assignments.

Union Proposal

The Union rejects the Town's proposal.

Town Position

The Town argued Firefighters make more money being out on IOD than working so the benefit is a disincentive for Firefighters to return to work. This negatively impacts the Fire Department both financially and operationally. The proposal would strengthen the Fire Department efficiency in operating and cause no harm to the Firefighters because it can only occur if the Firefighter's physician has verified that the Firefighter is

able to perform the work assigned. Firefighters would perform in-service inspections at schools, daycare centers and assisted living facilities and they would inspect all the establishments that have alcohol licenses.

Union Position

The language is too broad and does not protect firefighters sufficiently. It does not identify when light duty will apply, what duties will be considered light duty, what the procedure is for clearing a Firefighter for light duty and there are no time frames designated. Also, the police units do not have it and Firefighters should not be treated differently. Finally, the Towns of Billerica and Wilmington have light duty provisions but they are more defined and have protections for Firefighters.

Discussion

The Town's proposal is not unreasonable and affords protection to Firefighters. In addition, three (3) out of the four (4) comparables have light duty provisions therefore, the panel awards it.

Award

A new Light Duty article shall be placed in the Agreement consisting of the Town's language above and the language below:

- Light Duty shall only apply to situations when Firefighters are out on Injury on Duty leave under MGL, Chapter 111F.
- Examples of light duties shall be inspections, pre-fire planning, trainings, EMT re-certification and other fire-related duties they are able to perform.
- Light Duty Hours shall be weekdays 8:00AM to 4:00PM.
- Light Duty shall be subject to the approval of the treating physician and it will not interfere with a Firefighters' ability to attend the treating physician's appointments or treatment without loss of benefits.
- The Chief shall wait ninety (90) calendar days prior to send a letter to the treating physician to inquire if the Firefighter can perform light duty.

Issue #7
New Article – Night Differential

Union Proposal

Effective July 1, 2016 all employees who work a night shift (1800-0800) shall receive a night shift differential stipend of 4% of an employee's base paid out biweekly.

Town Proposal

The Town rejects the Union's proposal.

Union Position

Chelmsford Police Officers have a night differential benefit and two (2) comparable communities, Billerica and Reading, also have it. The Union originally proposed a night differential of 4% on July 1, 2016, 6% on July 1, 2017 and 8% on July 1, 2018 to be commensurate with Billerica. However, the Union changed their proposal during the hearing portion of the Interest Arbitration to a 4% differential effective July 1, 2016. This differential is lower than the Town's Police Officers but still approaching parity with them.

Town Position

This proposal should not be awarded. Night differential is meant to compensate employees for working less desirable shifts that are an inconvenience to life. Firefighters work 24 hours shifts as their regular work schedule and the Town does not believe Firefighters should receive night differential in addition to working 24 hour shifts. Also, while it is true that Police Officer get night differential, not all Police Officers get it but based on the Union's proposal all Firefighters will receive it. The only purpose for this benefit is to give a hidden wage increase to Firefighters for parity purposes with Police Officers.

Discussion

The Panel appreciates the Union decreasing their proposal during the hearing from 4%, 6% and 8% to 4% on July 1, 2016 and recognizes that the Union did this because it would be lower than the Police Officers' night differential benefit and they could not come back and ask for a higher differential. However, the proposal is not justified because the Union negotiated 24 hours shifts, which was a benefit to

Firefighters, and they should not receive an additional benefit for working a regular work schedule.

Award

The Panel does not award the Union's proposal of Night Differential.

Issue #8 **New Article – Pro Board Certifications Stipends**

Union Proposal

Effective July 1, 2016, firefighters shall receive an annual \$250.00 stipend paid out bi-weekly for approved Pro Board certifications earned not to exceed a maximum of ten (10) or \$2500.00.

Town Proposal

The Town rejects the Union's proposal.

Union's Position

The Union argued that Firefighters as a condition of employment are required to attend the Fire Academy and at the Academy they become certified in Firefighter I and II and Hazmat Materials. In addition there are seven (7) other certifications that Firefighters can take to become more proficient in their duties as a firefighter, which benefits themselves, their fellow Firefighters, the Town of Chelmsford and their citizens. Therefore, the Pro Board Certifications Stipend would incentivized Firefighters to obtain advanced knowledge.

Town's Position

The Town argued that the Panel should not issue the Union's proposal of creating a stipend for Pro-Board Certification. The Union provided little or no justification for the stipend, the Town does not require Firefighters to obtain the certifications and none of the comparables have them. The Town believes this is a hidden wage increase for Firefighters of 4% and it is costly. At its' maximum implementation of \$2500 for 59 firefighters the cost would be \$147,000, a cost that is unjustified and the Town cannot afford.

Discussion

The Panel finds no compelling reason to award the Union's proposal and none of the comparables provide the benefit.

Award

The Panel does not award the Union's proposal of Pro Board Certifications.

Summary of Award

Issue #1

New Article - Safe Manning of In-Service Apparatus Responding to a Call

The Panel finds for Firefighter safety in Chelmsford one (1) apparatus at one (1) station shall be manned by the three (3) Firefighter when responding to any call at all times.

Issue #2

Article 13 – Compensation

Three year Agreement – July 1, 2016 to June 30, 2018

Captains	July 1, 2016 - 2% increase across the board
	July 1, 2017 - 2% increase across the board
	July 1, 2018 - 2% increase across the board
Privates at top step	July 1, 2016 - 2% increase across the board
	July 1, 2017 - 2% increase across the board
	July 1, 2018 - 2% increase across the board

Salary Schedule for Privates on the steps schedule remains at status quo.

Issue #3

Article 20 – Vacations (Anniversary Vacation Week)

The current contract language shall remain as status quo.

Issue #4

Article 20 – Vacations (IOD non-accrual of vacation 2 calendar weeks)

The current contract language shall remain as status quo.

Issue #5

Article 31 – Education Incentive

The Panel awards effective July 1, 2016 the EMT stipend shall be increased to 7% of a firefighter's top step annual base wage.

Issue #6 - New Article – Light Duty

A new Light Duty article shall be placed in the Agreement utilizing the Town's proposed language above. In addition, the Article shall include the following language:

- Light Duty shall only apply to situations when Firefighters are out on Injury on Duty leave under MGL, Chapter 111F.
- Examples of light duties shall be inspections, pre-fire planning, trainings, EMT re-certification and other fire-related duties they are able to perform.
- Light Duty Hours shall be weekdays 8:00AM to 4:00PM.
- Light Duty shall be subject to the approval of the physician who is treating the Firefighter while on IOD leave and it will not interfere with a Firefighters' ability to attend the treating physician's appointments or treatment without loss of benefits.
- The Chief shall wait ninety (90) calendar days prior to sending a letter to the Firefighter's treating physician regarding the IOD to inquire if the Firefighter can perform light duty.

Issue #7

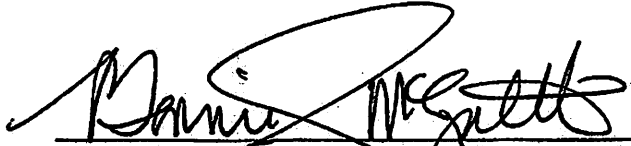
New Article – Night Differential

The Panel does not award the Union's proposal of Night Differential.

Issue #8

New Article – Pro Board Certifications Stipends

The Panel does not award the Union's proposal of Pro Board Certifications.


Bonnie J. McSpirtt, Neutral Arbitrator, Chair

3/26/18
Date


Andrew P. Flanagan, Town-Designated Panel Member

3/26/18
Date


Matthew Reddy, Labor Designated Panel Member

3/26/18
Date