
IN THE MATTERS OF INTEREST ARBITRATION BETWEEN:
CITY OF FRAMINGHAM, MA
AND
FRAMINGHAM FIREFIGHTERS, LOCAL 1652, IAFF, AFL-CIO
AND
FRAMINGHAM DEPUTY FIRE CHIEFS, LOCAL 1652, IAFF, AFL-CIO
JOINT LABOR-MANAGEMENT COMMITTEE FOR POLICE AND FIRE
JLMC# 20-8249 & #20-8250

INTEREST ARBITRATION AWARD

ARBITRATION PANEL

Bonnie J. McSpiritt, Neutral Arbitrator, Chair
Richard Tranfaglia, Management Committee Member
David Keene, Labor Committee Member

FOR THE TOWN OF FRAMINGHAM

Attorney Christopher L. Brown, Petrini & Associates, P.C.

FOR THE FRAMINGHAM FIREFIGHTERS AND DEPUTY CHIEFS

Attorney Leah Marie Barrault, The Labor Collaborative, LLC

HEARING DATE

June 11, 2021

PANEL MEETINGS

October 5, 2021
October 7, 2021
October 9, 2021

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Introduction

The City of Framingham, MA and Framingham Firefighters and Framingham Deputy Chiefs, Local 1652, IAFF, AFL-CIO are parties to two collective bargaining agreements effective July 1, 2017 to June 30, 2020. The parties began bargaining for successor agreements but were unable to reach a settlement. Local 1652 petitioned the Joint Labor Management Committee (JLMC) to resolve the outstanding issues. The JLMC voted to exercise formal jurisdiction in the parties' dispute. The parties participated in mediation with the JLMC, but a settlement was not reached. A JLMC 3A hearing was conducted and the parties proceeded to interest arbitration.

The parties met with the tripartite interest arbitration panel on June 11, 2021 and were afforded a full and fair opportunity to be heard and present evidence. The Union presented three witnesses and the City presented two witnesses who were sworn in and placed under direct and cross examination. Posting hearing briefs were filed and the members of the arbitration panel met on October 5, 2021, October 7, 2021, and October 9, 2021.

JLMC Certified Issues Submitted at the 3A Hearing

The Union submitted the following issues:

Firefighters:

Wages, Duration, Educational Incentive, Holiday, Personal Day
Longevity and Hazardous Duty Pay.

Deputy Chiefs

Wages, Duration, Educational Incentive, Hazardous Duty Pay, Holiday, Sick
Leave and Required Coverage Work Schedule.

The City submitted the following issues:

Firefighters

Wages, Duration, Sick Leave Incentive Payment, Doctor's Certificate Language
Change, Re: Active Caregiving and Immediate Family¹, Scheduling of
Compensatory Time Off, Accrual of Compensatory Time Off and Limited Duty
Language Change.

Deputy Chiefs

Wages and Duration Only.

¹ At the 3A hearing the City at the request of the JLMC withdrew this issue.

FIREFIGHTERS ISSUES

Article III, Section 6 - Compensatory Time Off

Current Language

Paragraph 1:

With the approval of the Chief of the Department, members of the Fire Department may take time off for hours worked overtime in lieu of receiving payment for the overtime in accordance with M.G.L. Chapter 48, Section 58C, provided that such compensatory time off does not create manpower shortage and is not taken during prime time vacation period unless the Chief or Deputy Chiefs, in their discretion, authorize compensatory time off in such situations. No more than three (3) members per tour may take compensatory time off.

Paragraph 5:

Employees hired after July 1, 2014 shall be permitted to accrue no more than 144 hours of compensatory time effective July 1, 2014 and are required to cash out any accrued compensatory time upon promotion. All other unit members are permitted to accrue no more than 200 hours of compensatory time and effective June 30, 2017 are required to cash out any accrued compensatory time upon promotion. Reduction of excess hours to be achieved through attrition, or, at the City's option, members with more than the applicable cap on or after July 1, 2017 may receive a cash payment for accrued compensatory time in excess of the applicable cap.

City Proposal:

With the approval of the Chief of the Department, members of the Fire Department may **~~take~~ *be awarded compensatory*** time off for hours worked overtime in lieu of receiving payment for the overtime in accordance with M.G.L. Chapter 48, Section 58C, provided that such compensatory time off ***can only be scheduled within 72 hours of the desired shift***, does not create manpower shortage and is not taken during prime time vacation period unless the Chief or Deputy Chiefs, in their discretion, authorize compensatory time off in such situations. No more than three (3) members per tour may take compensatory time off.

* * *

Effective July 1, 2020, all Eemployees, regardless of date of hire ~~hired after July 1, 2014~~ shall be permitted to accrue no more than 144 hours of compensatory time ~~effective July 1, 2014~~ and are required to cash out any accrued compensatory time upon promotion. ~~All other unit members are permitted to accrue no more than 200 hours of compensatory time and effective June 30, 2017 are required to cash out any accrued compensatory time upon promotion.~~ Reduction of excess hours to be achieved through attrition, or, at the City's option, members with more than the

applicable cap on or after July 1, ~~2020~~¹⁷ may receive a cash payment for accrued compensatory time in excess of the applicable cap.

Award

Paragraph 1 remains at status quo.

Paragraph 5 shall be changed as follows:

Employees hired after July 1, 2014 shall be permitted to accrue no more than 144 hours of compensatory time effective July 1, 2014 and are required to cash out any accrued compensatory time upon promotion. Effective July 1, 2022 all other unit members are permitted to accrue no more than 170 hours of compensatory time and effective July 1, 2022 are required to cash out any accrued compensatory time upon promotion. Reduction of excess hours to be achieved through attrition, or, at the City's option, members with more than the applicable cap on or after July 1, 2022 may receive a cash payment for accrued compensatory time in excess of the applicable cap.

Article IV, Section 1 – Holiday Pay

Union Proposal:

Increase the number of holidays from 11 days to 12 days.

Award

Holiday Pay remains at status quo.

Article V, Leaves of Absences, Section 3 – Sick Leave

City Proposal:

Effective July 1, 2020 increase sick leave incentive from \$1400 to \$1600.

Award

Sick Leave remains at status quo.

Article VI – Salaries/Additional Compensation

City Proposal:

FY 2021	July 1, 2020	1%		
FY 2022	July 1, 2021	1%		
FY 2023	July 1, 2022	1%	June 30, 2023	1%

Union Proposal:

FY 2021	July 1, 2020	4%
FY 2022	July 1, 2021	4%
FY 2023	July 1, 2022	4%

Award

FY 2021	July 1, 2020	2%
FY 2022	July 1, 2021	2%
FY 2023	July 1, 2022	2%

Article VI, Salaries/Additional Compensation for Fire Department Personnel, Paragraph 3 – Education Incentive

Union Proposal:

Increase all levels of incentive by 7%.

Award

The incentive percentage rates for semester hours towards a Baccalaureate Degree in fire science or fire management remain at status quo.

Effective July 1, 2020:

**Associate Degree in fire science or fire management increased by 2% to 9.5%.
Baccalaureate Degree in fire science or fire management increased by 2% to 12%.
Master's Degree in fire science or fire management or a related specialty,
approved by the Chief and Human Resource Department increased by 2% to 17%.**

Article VII, Section 1 - Hazardous Duty Pay

Union Proposal:

Increase annual stipend from 6% to 11%.

Award

Effective July 1, 2021, the Hazardous Duty stipend shall increase by 1%, to 7%.

Article XXIV – Longevity

Union Proposal:

Increase each level by \$200.

Award

The Union's proposal is awarded effective July 1, 2020.

Article XXV- Limited Duty

City Proposal:

Change paragraphs 3, 4 and 9 to reduce the number of elapsed days or injured or sick leave before the Chief may order a firefighter to a light duty assignment, or be required to place a firefighter on light duty, from 45 days to 30 days, and the number of elapsed days of injured or sick leave prior to which a firefighter may voluntarily assume light duty assignment from 45 days to 30 days.

No other changes to the article.

Award

The City's proposal is awarded.

Article XXVII, Section 1 – Personal Day

Union Proposal:

The Union proposed to increase the number of Personal Days from 1 to 2 days.

Award

Effective July 1, 2021, the Union's proposal is granted to increase the number of Personal Days from 1 to 2 days; however, the 1 Personal Leave Day is eliminated.

Article XXXI – Duration

Award

July 1, 2020 to June 30, 2023.

Deputy Chiefs

Article X - Work Schedule, Paragraphs 2 and 3 – Required Coverage for Shift Deputy Chief's Vacation and Illness

Current Language:

Paragraph 2:

The four Deputy Chiefs assigned to shift duty, may be required to fill in for vacation coverage for other Deputy Chiefs who are assigned to shift duty, up to a total maximum of four hundred eighty (480) hours each calendar year (January 1-December 31). The Deputy Fire Chiefs will schedule and assign coverage required to fill these vacation periods with the approval of the Fire Chief. The City of Framingham shall provide coverage for any vacation time required beyond the four hundred eighty (480) hours that will be covered by the four Deputy Fire Chiefs who are assigned to shift duty.

Paragraph 3:

The shift Deputy Fire Chief's will provide shift coverage for the first twenty-four (24) hour shift of each occasion of any work shift that a Deputy Fire chief is absent from work due to illness. There will be no compensation for this coverage. The City will provide coverage for any additional absence due to illness.

Union Proposal:

Paragraph 2

The Union is proposing to decrease the 480 hours required coverage of the Shift Deputy Chiefs without compensation to 432 hours and have all 6 Deputy Chiefs (shift and admin) divide up the hours, i.e., 72 hours/Deputy Chiefs. The 6 Deputy Chiefs would continue to work the 72 hours without compensation, but any time worked over the 72 hours the 6 Deputy Chiefs would get overtime pay.

Paragraph 3

The Union is proposing that Paragraph 3 regarding Shift Deputy Chief coverage for the first 24 hours of Shift Deputy Chief out on sick leave is eliminated.

The Union proposal would eliminate the 2 Administrative Deputy Chiefs from being required to cover 480 hours, i.e., 240 hours/each and receiving compensatory time for working the hours.

Award

The Union's proposal to Paragraphs 2 and 3 are awarded in part. The language is effective July 1, 2021 and shall read as follows:

Paragraph 2:

The six Deputy Chiefs (shift and admin) may be required to fill in for vacation coverage for other Deputy Chiefs, up to a total maximum of four hundred thirty-two (432) hours. The four hundred and thirty-two (432) hours required coverage for vacation shall be divided by the six Deputy Chiefs, i.e., 72 hours/Deputy Chief, each calendar year (January 1-December 31). The six Deputy Chiefs shall work these hours without compensation. The six Deputy Fire Chiefs will schedule and assign coverage required to fill these vacation periods with the approval of the Fire Chief. Any hours the six Deputy Chiefs work over the four hundred thirty-two (432) hours, i.e., 72 hours/Deputy Chief shall be compensated at straight time.

Paragraph 3:

The six Deputy Chief's (shift and admin) will provide shift coverage for the first twenty-four (24) hour shift of each occasion of any work shift that a Deputy Fire chief is absent from work due to illness. There will be no compensation for this coverage. The City will provide coverage for any additional absence due to illness.

Article XI – Salary Schedule

City Proposal:

FY 2021	July 1, 2020	1%		
FY 2022	July 1, 2021	1%		
FY 2023	July 1, 2022	1%	June 30, 2023	1%

Union Proposal:

FY 2021	July 1, 2020	4%
FY 2022	July 1, 2021	4%
FY 2023	July 1, 2022	4%

Award

FY 2021	July 1, 2020	2%
FY 2022	July 1, 2021	2%
FY 2023	July 1, 2022	2%

Article XII – Holidays

Union Proposal:

Increase the number of holidays from 11 days to 12 days.

Award

Holiday Pay remains at status quo.

Article XIII – Educational Incentive

Union Proposal:

The Union is proposing to increase the educational incentives as follows:

Not less than forty (40) semester hours credits towards baccalaureate or associates degrees, 5% to 7.5% of base pay.

Associates Degree in Fire Science or Fire Management, Business Administration/ Management, or Public Administration, 7.5% to 10% of base pay.

Baccalaureate Degree in Fire Science, Fire Management, Business Administration/ Management, or Public Administration, 10% to 20% of base pay.

Master's Degree in Fire Science, Fire Management, Business Administration/ Management, Public Administration, or a related specialty, approved by the Fire Chief and the Human Resources Department, 15% to 25% of base pay.

Award

Not less than forty (40) semester hours credits towards baccalaureate or associates degrees remains at status quo.

Effective July 1, 2020:

Associates Degree in Fire Science or Fire Management, Business Administration/ Management, or Public Administration is increased by 2% to 9.5% of base pay.

Baccalaureate Degree in Fire Science, Fire Management, Business Administration/ Management, or Public Administration is increased by 2% to 12% of base pay.

Master's Degree in Fire Science, Fire Management, Business Administration/ Management, Public Administration, or a related specialty, approved by the Fire Chief and the Human Resources Department is increased by 2% to 17% of base pay.

Article XIV– Hazardous Duty Pay, Section 1

Union Proposal:

The parties agreed to roll in the Hazardous Duty Stipend into the Deputy Chiefs' base salary in the FY 2012 Memorandum of Understanding.

The Union is proposing a one-time increase of one percent (1%) to each Deputy Chief's base salary.

Award

Effective July 1, 2021, the Union's proposal is awarded.

Article XXXVIII – Duration

Award

July 1, 2020 to June 30, 2023.

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SUMMARY OF THE AWARD

FIREFIGHTERS ISSUES

Article III, Section 6 - Compensatory Time Off

Award

Paragraph 1 remains at status quo.

Paragraph 5 shall be changed as follows:

Employees hired after July 1, 2014 shall be permitted to accrue no more than 144 hours of compensatory time effective July 1, 2014 and are required to cash out any accrued compensatory time upon promotion. Effective July 1, 2022 all other unit members are permitted to accrue no more than 170 hours of compensatory time and effective July 1, 2022 are required to cash out any accrued compensatory time upon promotion. Reduction of excess hours to be achieved through attrition, or, at the City's option, members with more than the applicable cap on or after July 1, 2022 may receive a cash payment for accrued compensatory time in excess of the applicable cap.

Article IV, Section 1 – Holiday Pay

Award

Holiday Pay remains at status quo.

Article V, Section 3 – Sick Leave

Award

Sick Leave remains at status quo.

Article VI – Salaries

Award

FY 2021	July 1, 2020	2%
FY 2022	July 1, 2021	2%
FY 2023	July 1, 2022	2%

**Article VI, Salaries/Additional Compensation for Fire Department Personnel,
Paragraph 3 – Education Incentive**

Award

The incentive percentage rates for semester hours towards a Baccalaureate Degree in fire science or fire management remain at status quo.

Effective July 1, 2020:

Associate Degree in fire science or fire management increased by 2% to 9.5%.

Baccalaureate Degree in fire science or fire management increased by 2% to 12%.

Master's Degree in fire science or fire management or a related specialty, approved by the Chief and Human Resource Department increased by 2% to 17%.

Article VII – Hazardous Duty Pay, Section 1

Award

Effective July 1, 2021, the Hazardous Duty stipend shall increase by 1%, to 7%.

Article XXIV – Longevity

Award

The Union's proposal is awarded effective July 1, 2020.

Article XXV- Limited Duty

Award

The City's proposal is awarded.

Article XXVII – Personal Day, Section 1

Award

Effective July 1, 2021, the Union's proposal is granted to increase the number of Personal Days from 1 to 2 days; however, the 1 Personal Leave Day is eliminated.

Article XXXI – Duration

Award

July 1, 2020 to June 30, 2023.

DEPUTY CHIEFS' ISSUES

Article X - Work Schedule, Paragraphs 2 and 3 – Required Coverage for Shift Deputy Chief's Vacation and Illness

Award

The Union's proposal to Paragraphs 2 and 3 are awarded in part. The language is effective July 1, 2021 and shall read as follows:

Paragraph 2:

The six Deputy Chiefs (shift and admin) may be required to fill in for vacation coverage for other Deputy Chiefs, up to a total maximum of four hundred thirty-two (432) hours. The four hundred and thirty-two (432) hours required coverage for vacation shall be divided by the six Deputy Chiefs, i.e., 72 hours/Deputy Chief, each calendar year (January 1-December 31). The six Deputy Chiefs shall work these hours without compensation. The six Deputy Fire Chiefs will schedule and assign coverage required to fill these vacation periods with the approval of the Fire Chief. Any hours the six Deputy Chiefs work over the four hundred thirty-two (432) hours, i.e., 72 hours/Deputy Chief shall be compensated at straight time.

Paragraph 3:

The six Deputy Chief's (shift and admin) will provide shift coverage for the first twenty-four (24) hour shift of each occasion of any work shift that a Deputy Fire chief is absent from work due to illness. There will be no compensation for this coverage. The City will provide coverage for any additional absence due to illness.

Article XI – Salary Schedule

Award

FY 2021	July 1, 2020	2%
FY 2022	July 1, 2021	2%
FY 2023	July 1, 2022	2%

Article XII – Holidays

Award

Holiday Pay remains at status quo.

Article XIII – Educational Incentive

Award

Not less than forty (40) semester hours credits towards baccalaureate or associates degrees remains at status quo.

Effective July 1, 2020:

Associates Degree in Fire Science or Fire Management, Business Administration/ Management, or Public Administration is increased by 2% to 9.5% of base pay.

Baccalaureate Degree in Fire Science, Fire Management, Business Administration/Management, or Public Administration is increased by 2% to 12% of base pay.

Master's Degree in Fire Science, Fire Management, Business Administration/ Management, Public Administration, or a related specialty, approved by the Fire Chief and the Human Resources Department is increased by 2% to 17% of base pay.

Article XIV, Section 1 – Hazardous Duty Pay

Award

The Union's proposal is awarded effective July 1, 2021.

Article XXXVIII – Duration

Award

July 1, 2020 to June 30, 2023.



October 14, 2021

Bonnie J. McSpiritt, Neutral Arbitrator, Chair

Date

/s/ David Keene

October 12, 2021

David Keene, Labor Committee Member

Date

/s/ Richard Tranfaglia

October 13, 2021

Richard Tranfaglia, Management Committee Member

Date