

**COMMONWEALTH OF MASSACHUSETTS  
JOINT LABOR MANAGEMENT COMMITTEE**

**IN THE MATTER OF  
INTEREST ARBITRATION  
BETWEEN**

**MILTON FIREFIGHTERS, IAFF, LOCAL 1116**

**-AND-**

**TOWN OF MILTON**

**JLMC-22-9709**

**AWARD**

**A. CONTRACT DURATION; ARTICLE 18**

Pursuant to the parties' wage schedule proposals, the collective bargaining agreement will have a duration of July 1, 2022 through June 30, 2025.

**B. WAGE AND COLA INCREASES; APPENDIX A**

- (1) Effective July 1, 2022, a 2.0% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2022.
- (2) Effective July 1, 2023, a 2.5% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2023.
- (3) Effective July 1, 2024, a 2.5% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2024.

Subsequent to the application of the above-cited wage increases (7/1/22 – 2.0%; 7/1/23 – 2.5%; 7/1/24 – 2.5%) to the Firefighter salary schedule (Appendix A), the following Cost of Living Adjustments (COLA) shall be applied to the salary schedule on the dates specified:

- (1) Effective July 1, 2022 – 0.5%
- (2) Effective July 1, 2023 – 1.0%
- (3) Effective July 1, 2024 – 0.5%

Effective July 1, 2022, after the 2.5% increase to each step and grade, increase the ten (10) year step for F-1, F-2 and F-3 grades by an additional one percent (1.0%).

**C. SALARY SCHEDULE; APPENDIX A**

Effective July 1, 2024, delete the existing Step 1 in the Firefighter 1 (F-1)/Weekly Salary Schedule contained in Appendix A. Renumber the existing Step 2 to Step 1, the existing Step 3 to Step 2, the existing Step 4 to Step 3, and the existing Step 5 to Step 4.

**D. PROMOTIONS; ARTICLE 3, SECTION 4**

Contingent on total award funding and effective July 1, 2024, all promotions for the rank of Deputy Chief shall be made as a result of 100% assessment center.

**E. PROBATIONARY PERIOD; ARTICLE 4 (NEW SECTION 5)**

Contingent on total award funding and effective July 1, 2024, all newly hired members of the bargaining unit must serve a probationary period of twelve (12) months on the active payroll of the Town. During their probationary period, all members of the bargaining unit must complete all training mandated by the Fire Department as determined by the Chief in consultation with the Union, as such training may be amended from time to time by the Chief in consultation with the Union.

**F. EMERGENCY MEDICAL TECHNICIAN (EMT); ARTICLE 14 SECTION 7**

Effective July 1, 2024, the EMT stipend shall be increased to 5% of the tenth step of the Firefighters Grade F-1.

**G. LIGHT DUTY WORK; ARTICLE 8 SECTION 2**

Contingent on total award funding and effective July 1, 2024, the Firefighter shall perform light duty work unless and until the Firefighter submits documentation from his physician detailing why the Firefighter cannot perform light duty. Thereafter, the Town physician and employee's physician shall confer and either resolve the matter by agreement, or settle upon a third physician, whose judgment on the matter shall be conclusive.

**H. RANDOM DRUG AND ALCOHOL TESTING**

The panel does not award the Town's proposal.

I. NIGHT SHIFT DIFFERENTIAL; ARTICLE 14, SECTION 6

The panel does not award the Union's proposal.

J. HAZARDOUS MATERIALS RESPONSE TEAM/HAZMAT STIPEND;  
ARTICLE 17

The panel does not award the Union's proposal.

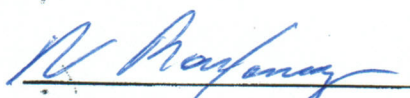
K. SICK LEAVE; ARTICLE 8 SECTION 1

The panel does not award the Town's proposal.



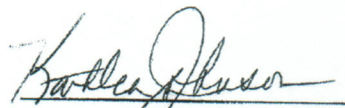
Robert Green  
Labor Committee Member

Dated: 4/16/24



Richard Boulanger, Esq.  
Chairman and Neutral Panelist

Dated: 4/16/24



Kathleen Johnson  
Management Committee Member

*Dissent Opinion attached*

Dated: 4/16/24

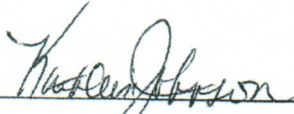
COMMONWEALTH OF MASSACHUSETTS

JOINT LABOR MANAGEMENT COMMITTEE

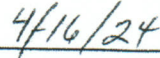
MILTON FIREFIGHTERS, IAFF, LOCAL 1116 AND TOWN OF MILTON, JLMC-22-9709

DISSENTING OPINION

I concur with many of the details of the arbitration Award and appreciate Arbitrator Boulanger for his efforts. The Award included base wage increases and language items that are in line with the Town pattern. My dissent in this matter relates to the enhanced EMT benefits. The EMT stipend was significantly increased in this Award and the method of calculation was changed from a flat amount to a percentage-based stipend. This results in an approximate \$2,700 benefit increase beginning in FY24 and pushes the overall compensation package for Milton Firefighters beyond the Town's model wage package for all other groups in the same 3-year period.



Kathleen Johnson  
Committee Management Member



Dated

## **I. INTRODUCTION**

The Joint Labor-Management Committee (JLMC) interest arbitration panel (panel) is composed of Labor Representative, Robert Green; Neutral Panelist and Chairman, Richard Boulanger, Esq.; and Management Representative, Kathleen Johnson. The panel was appointed by the JLMC to resolve a contract dispute between Milton Firefighters, IAFF, Local 1116 ("Union") and the Town of Milton ("Town"). The parties submitted the following issues to the panel: Contract Duration-Article 18; Wages-Appendix A; Salary Schedule (Appendix A); Promotions -Article 3, Section 4; Probationary Period – Article 4; Emergency Medical Technician (EMT) – Article 14; Light Duty Work – Article 8, Section 2; Random Drug and Alcohol Testing; Night Shift Differential- Article 14 Section 6; Hazardous Material Response Team/HazMat Stipend – Article 17; and Sick Leave -Article 8.

The interest arbitration hearing was held virtually on February 9, 2024.

The Union was represented by Ms. Leah Barrault, Esq.. Mr. Kevin Dasey, Financial Analyst was called as a witness by the Union.

Mr. Andrew Waugh, Esq. represented the Town. The Town called the following witnesses: Mr. Nicholas Milano, Town Administrator, and Fire Chief Christopher Madden. Mr. Joseph Proctor, Esq. was on brief with Attorney Waugh.

The parties were given full opportunity to present evidence and make arguments.

In formulating its arbitration Award, the panel considered the following provisions of c.589 of the Acts of 1987:

Such an award shall be consistent with: (i) section twenty-one C of chapter fifty-nine of the General Laws, and (ii) any appropriation for that fiscal year from the fund established in section two D of chapter twenty-nine of the General Laws.

The financial ability of the municipality to meet costs.

The commissioner of revenue shall assist the committee in determining such financial ability. Such factors which shall be taken into consideration shall include but not be limited to: (i) the Town, town, or district's state reimbursements and assessments; (ii) the Town, town or district's long and short term bonded indebtedness; (iii) the Town, town or district's estimated share in the metropolitan district commission's deficit; (iv) the Town, town or district estimated share in the Massachusetts Bay Transportation Authority's deficit; and (v) consideration of the average per capita property tax burden, average annual income of members of the community, the effect any accord might have on the respective property tax rates on the Town or town.

The interests and welfare of the public.

The hazards of employment, physical, educational and mental qualifications, job training and skills involved.

A comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities.

The decisions and recommendations of the factfinder, if any.

The average consumer prices for goods and services, commonly known as the cost-of-living.

The overall compensation presently received by the employees, including direct wages and

fringe benefits.

Changes in any of the foregoing circumstances during the pendency of the dispute.

Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between parties, in the public services or in private employment.

The stipulation of the parties.

Following its receipt of the parties' briefs, the panel reviewed the testimonial and documentary evidence. It also evaluated the parties' arguments included in their briefs. In formulating its Award, the panel applied all of the statutory elements to the evidence. The panel reviewed and applied relevant internal and external comparability data to the parties' issues. It also considered the Town's ability to pay for the Award's financial aspects. In light of the evidence submitted, the panel concludes that the awarded proposals are justified, and that the Town has the requisite ability to pay for the financial components of the Award, as discussed in more detail below. The terms of the parties' July 1, 2019 to June 30, 2022 collective bargaining agreement shall remain in effect in the July 1, 2022 through the June 30, 2025 contract, except as modified herein by the panel, or by the parties.

## **II. FINDINGS AND OPINION**

### **A. CONTRACT DURATION; ARTICLE 18**

1.) The predecessor contract had a July 1, 2019 to June 30, 2022 term.

#### **2.) TOWN:**

The Town seeks a July 1, 2022 through June 30, 2025 collective bargaining agreement.

#### **3.) UNION:**

The Union proposed a July 1, 2022 through June 30, 2025 contract.

#### **4.) DISCUSSION:**

Both parties support a three (3) year agreement from July 1, 2022 through June 30, 2025.

#### **5.) AWARD**

The current collective bargaining agreement will have a duration of July 1, 2022 through June 30, 2025.

### **B. WAGES; APPENDIX A**

As specified in the 2019-2022 collective bargaining agreement, the parties agreed to the following wage increases:

- 1.) Effective July 1, 2019: 2.0% wage increase;  
Effective July 1, 2020: 1.5% wage increase;  
Effective July 1, 2021: 1.5% wage increase;

The ten (10) year salary step was increased by an additional 1% in FY20 and in FY21.

#### **2.) UNION PROPOSAL; 2022-2025 CONTRACT:**

Effective July 1, 2022: 5.0% wage increase;  
Effective July 1, 2023: 5.0% wage increase;  
Effective July 1, 2024: 5.0% wage increase;

3.) **TOWN COUNTER-PROPOSAL; 2022-2025 CONTRACT:**

Effective July 1, 2022: 2.0% wage increase;  
Effective July 1, 2023: 2.0% wage increase;  
Effective July 1, 2024: 2.0% wage increase;

4.) **DISCUSSION:**

Pursuant to the statutory criteria, the panel is required to determine the justification for a salary increase, and in what amount. The panel must then ascertain whether the Town has the ability to pay for the cost of the justified wage increase. Here, the internal and external comparability evidence supports the following salary increases: 2.0% effective July 1, 2022; 2.5% effective July 1, 2023; and 2.5% effective July 1, 2024. Based on that same data, there is also justification for COLA increases of 0.5% effective July 1, 2022; 1.0% effective July 1, 2023; and 0.5% effective July 1, 2024. Moreover, there is justification for a 1.0% increase in the tenth (10<sup>th</sup>) step of the salary schedule, effective July 1, 2022. Based on the financial evidence, the Town has the ability to pay for the wage increases, and all other award cost items.

a. **COMPENSATION INCREASE JUSTIFICATION**

i. **INTERNAL COMPARABILITY DATA**

The Union argues that its Firefighters do not compare favorably with Town Patrol Officers or Police Superior Officers bargaining units relative to base salaries and overall compensation. The Union asserts its internal lag with the Patrol Union's is 9.6% at FY22. The Town disputes the Union's assertions. The evidence reveals that Firefighters' base salaries lag behind those of Police salaries by \$3,000 annually. However, when overall compensation of Police Officers and Firefighters is considered, the lag is closer to \$1,000 annually without including the education stipend. When that stipend is included in total compensation, the lag is considerably greater. It is not

unusual for Police education stipends, with their Quinn Bill origins, to exceed those paid to Firefighters, often by substantial amounts. However, in the instant case, there is no education proposal by either party to consider. Nevertheless, the elimination of Step 1 in the Firefighter salary schedule will result in a more competitive base salary. Further, as to the compensation lag, the increase in the EMT stipend will contribute to a decrease in the gap.

In the FY23-25 time period, the Town negotiated the following wage increases with Patrol Officer and Superior Officer bargaining units:

July 1, 2022 -2.0%  
July 1, 2023 -2.5%  
July 1, 2024 – 2.5%

In consideration of a revised light duty program, the Town also provided additional increases of 0.5% in FY23, 1.0% in FY24, and 0.5% in FY25. However, the Town contends that Firefighters should not receive the aggregate 2% COLA because the Town's light duty proposal is less rigorous than that proposal agreed to by Police and Superior Officers.

As a public safety unit, Firefighters should receive the Town public safety wage increase pattern. The Town admits that historically it has offered its public safety units the same wage increases. As the panel is awarding the Town's light duty proposal, so too should the Town provide the same additional COLA increases (0.5% in FY23, 1.0% in FY24, and 0.5% in FY25) to the Firefighters as it did to the Police units.<sup>1</sup> Furthermore, Firefighters should receive the 1.0% increase to the tenth (10<sup>th</sup>) step of the salary schedule effective July 1, 2022, as did the Police bargaining

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<sup>1</sup>Admittedly, the Police light duty provision is more detailed than the Town's Firefighter light duty proposal, but nevertheless, it overhauls the current provision and should enhance productivity. At their core, the Police and Fire light duty provisions allow the Police Chief and Fire Chief to assign Police Officers and Firefighters respectively to light duty work, following an on-the-job injury, without first needing medical clearance to do so.

units.

**ii. EXTERNAL UNIVERSE**

The panel will consider the communities suggested by the Town, and utilized by both parties for comparison purposes. The universe consists of the following communities: Belmont, Braintree, Canton, Dedham, Needham, Randolph, Walpole and Wellesley.

The Union argues that at FY24.9, the average compensation for Town Firefighters was 11.5% lower than the external universe average. The Town contends that its Firefighters are favorably compensated relative to Firefighter compensation in universe communities. The Town argues that salaries paid to its Firefighters exceed those paid to most external universe Firefighters. The evidence reveals that while Milton Firefighters receive competitive salaries vis á vis its external universe as of FY25, they lag behind when overall compensation is compared, necessitating an adjustment. The universe compensation data supports the wage increase award. The base salary and overall compensation lag will shrink with the application of the wage, COLA, the Step 10 increase, the elimination of Step 1 of the Firefighter (F-1) salary schedule, and the increase in the EMT stipend.

In addition to relevant internal and external compensation lags, the awarded compensation increases are justified by the average annual 5% cost of living increase in the contract time period.

**b. ABILITY TO PAY**

**i. FREE CASH**

The Town's financial indicators disclose impressive cash reserves, including Free Cash to subsidize not only the wage increases, but other awarded financial proposals as well. Free Cash is defined by DOR's Division of Local Services as follows:

Remaining, unrestricted funds from operations of the previous fiscal year, including unexpended free cash from the previous year, actual receipts in excess of revenue estimated on the tax recapitulation sheet, and unspent amounts in budget line items. Unpaid property taxes and certain deficits reduce the amount that can be certified as free cash. The calculation of free cash is based on the June 30 balance sheet, which is submitted by the community's auditor, accountant, or comptroller. Free cash is not available for appropriation until certified by the Director of Accounts.

In FY21, the Town's Free Cash amount was \$2,500,000. In FY22, the Town's certified Free Cash amount was nearly \$4,500,000, the highest figure since at least 2010. In FY23, the Town's Free Cash amount was \$3,300,000. Free Cash may be used to finance annual wage increases, particularly when a sizeable Free Cash pattern (FY21-FY23), as here, is established, as distinct from a one (1) year isolated occurrence. Moreover, although a State aid adjustment is anticipated in FY25 to \$12,820,000 from \$12,860,000 in FY24, the Town's State aid amount has remained relatively constant from FY23-FY25, between approximately \$12,000,000 to \$12,820,000.

ii. **STANDARD AND POORS REPORT**

The Town's AAA bond rating is impressive, and underscores its ability to finance the award. The AAA bond rating is defined as follows:

an obligation rated AAA has the highest rating assigned by Standard and Poors. The obligator's capacity to meet its financial commitment on the obligation is extremely strong.

The rating reflects our view of Milton's:

- Affluent residential town with 12 approved developments yet to be completed, totaling 613 new residential units—mostly multifamily units—and 6,250 square feet of commercial space, reflecting high housing demand throughout the greater Boston area;
- Track record of balanced-to-positive operations, but use of reserves to balance fiscal 2024 budget, with an override vote planned that would increase the town's revenue-raising ability under commonwealth levy limitations, strong reserves, and very strong liquidity;

- Use of historical data in conservative budgeting practices, monthly budget-to-actual review, a comprehensive investment policy recently updated and quarterly holdings reports to elected officials, a five-year capital improvement plan that includes long-term revenue and financing strategies, a debt management policy, and no reserve policy but adherence to commonwealth best practices, steps to mitigate cyber risk, and a strong institutional framework; and
- Approximately \$55.8 million in direct debt following this issuance, \$7.0 million of which we consider self-supporting, manageable debt service and single-employer pension plan costs, but a large OPEB liability (\$164.0 million) funded on a pay-as-you-go basis that could pose long-term budgetary pressure.

The Standard and Poors report also includes the following rationale:

Milton, an affluent residential Boston suburb, expects to post its fifth consecutive general fund surplus and grow its strong fund balances. In fiscal 2023, management expects \$1.5 million in excess revenue and \$1.0 million in expenditure savings to more than offset budgeted use of \$1.5 million in reserves for non-recurring purposes. However, in fiscal 2024, Milton is funding its \$141.6 million budget using about \$4.0 million in reserves, including about \$650,000 for employee benefits, \$600,000 to preserve education positions previously funded with American Rescue Plan funding, and various capital and non-recurring uses. We understand that the town does not plan to use reserves to fund recurring expenses beyond fiscal 2024; management anticipates asking voters to approve an operating override for fiscal 2025, which would allow the town to raise the tax levy more than the ordinary amount permitted by commonwealth law and balance the fiscal 2025 budget without one-time funding sources or significant expenditure cuts. Milton's demonstrated track record of overriding the tax levy when needed, most recently in 2017, suggests strong community support in managing budgetary growth and service delivery. Despite its use of fund balance, we believe Milton will maintain generally balanced operations and strong reserves beyond fiscal 2024 due to its predictable revenues, conservative budgeting practices, and detailed five-year financial forecasting, reducing expenditures, if necessary, to maintain balance.

### iii. COST

The Union submits that the total cost of its three (3) year proposals is \$4,300,000 while the Town contends that \$2,000,000 is the price tag. The Town argues that the cost of the Union's 15%

wage increase (15.76% compounded) proposal over three (3) years (FY23-FY25) is \$671,384. The Union costs its three (3) year wage increase proposal at \$1,785,000. According to the Town, the total cost of its three (3) year Firefighters' uncompounded wage package (6%) is \$260,000.

As the Town proposed a 2% increase for FY23, it has the requisite ability to pay for that wage increase effective July 1, 2022. Similarly, the Town has the ability to pay for its proposed 2.0% wage increases in FY24 and FY25. Consequently, the necessary inquiry is whether the Town has the ability to pay for the differences between its wage proposals and the cost items as justified by internal and external comparability factors, and cost of living data, and awarded by the panel.

Effective July 1, 2022, in addition to the Town's 2.0% increase, a 0.5% COLA increase to all salary schedule steps, and a 1.0% increase to Step ten (10) is justified. The 0.5% COLA increase by itself has an approximate cost of \$25,000 in FY23, and an approximate cost of \$75,000 over the three (3) contract years (FY23-FY25), within the Town's ability to pay as discussed above. The cost of the 1.0% step ten (10) increase is also within the Town's ability to pay through FY25.

In FY24, in addition to the Town's 2.0% wage increase, a 1.5% (0.5% wage increase and a 1.0% COLA) is justified as discussed above. The cost impact of the 1.5% increase is approximately \$80,000 in FY24, and approximately \$160,000 for the balance of the agreement, within the Town's ability to pay.

In FY25, in addition to the Town's 2.0% wage increase proposal, another 1.0% (0.5% wage increase, 0.5% COLA) is justified. The cost impact of the 1.0% add-on to the Town's 2% wage increase proposal is approximately \$56,000 within the Town's ability to pay. In summary, and as discussed above, the Town has the requisite ability to pay approximately \$300,000 in justified augmentation to the salary schedule over the FY23-FY25 period, in addition to the Town's 6%

increase to base salaries. Furthermore, based on the above review of the Town's ability to pay, the Town has sufficient funds to finance all of the three (3) year cost factors of the award.

5.) **AWARD**

- (1) Effective July 1, 2022, a 2.0% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2022.
- (2) Effective July 1, 2023, a 2.5% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2023.
- (3) Effective July 1, 2024, a 2.5% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2024.

Subsequent to the application of the above-cited wage increases (7/1/22 – 2.0%; 7/1/23 – 2.5%; 7/1/24 – 2.5%) to the Firefighter salary schedule (Appendix A), the following COLAs shall be applied to the salary schedule on the dates specified:

- (1) Effective July 1, 2022 – 0.5%
- (2) Effective July 1, 2023 – 1.0%
- (3) Effective July 1, 2024 – 0.5%

Effective July 1, 2022, after the 2.5% increase to each step and grade, increase the ten (10) year step for F-1, F-2 and F-3 grade by an additional one percent (1.0%).

C. **SALARY SCHEDULE (APPENDIX A)**

- 1.) The Salary schedule in the 2019-2022 collective bargaining agreement has five (5) steps.  
(See Appendix A.)

2.) **UNION PROPOSAL:**

Beginning in FY23, in Grade F-1, eliminate Step 1, Step 2, and Step 3.

3.) **TOWN COUNTER-PROPOSAL:**

The Town rejects the Union's proposal.

4.) **DISCUSSION:**

In order to recruit and retain qualified Firefighters, it is necessary to augment starting salaries by eliminating Step 1 of the Firefighter salary schedule. Most universe communities have a

salary schedule of five (5) or six (6) steps, with only Wellesley having a four (4) step salary schedule. The Town's first step is the lowest in the universe while the maximum salary is lower than five (5) of the eight (8) universe communities. As compared to universe salary schedules, the Town's salary schedule requires an update at the first step. Therefore, eliminating one (1) step from the Town's Firefighter salary schedule is justified. The elimination of Step 1 will assist in lessening the base salary and compensation lags vis á vis internal and external comparability data. The Town contends that the FY25 cost of the Union's proposal is \$35,000 while the three (3) year cost is \$300,000. The panel is only eliminating Step 1, and in FY25 considerably lessening the cost of the Union's proposal, and within the Town's ability to pay.

**5.) AWARD**

The panel awards the following:

Effective July 1, 2024, delete the existing Step 1 in the Firefighter 1 (F-1)/Weekly Salary Schedule contained in Appendix A. Renumber the existing Step 2 to Step 1, the existing Step 3 to Step 2, the existing Step 4 to Step 3, and the existing Step 5 to Step 4.

**D. PROMOTIONS; ARTICLE 3, SECTION 4**

**1.) Article 3, Section 4 includes the following terms and conditions:**

All promotions within the department through the rank of Deputy Chief shall be made as a result of competitive examination given and granted by the Division of Civil Service. As far as reasonably possible, the department shall make arrangements with Civil Service to maintain a promotional lists at all times for the positions of Lieutenant and Deputy Chief.

**2.) TOWN PROPOSAL:**

Delete the existing Article 3, Section 4 and replace it with the following language:

All promotions within the department through the rank of Deputy Chief shall be made as a result of competitive examination and assessment center given and granted

by the Division of Civil Service, or a mutually agreed upon third party for the assessment center.

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

The Union rejects the Town's proposal.

4.) **DISCUSSION**

The Town's proposal reflects a growing trend of utilizing assessment centers to gauge Firefighter qualifications for promotion. Four (4) of eight (8) universe communities utilize assessment centers. Promotions to one (1) rank, Deputy Chief, should be selected for the assessment center as a new promotional process.

5.) **AWARD**

The panel awards the following:

Contingent on total award funding and effective July 1, 2024, all promotions for the rank of Deputy Chief shall be made as a result of 100% assessment center.

E. **PROBATIONARY PERIOD; ARTICLE 4**

1.) There is no specific probationary period in the collective bargaining agreement.

2.) **TOWN PROPOSAL:**

Create a new Section 5 at the end of the existing Article 4 titled "Probationary Period" with the following language:

All newly hired members of the bargaining unit must serve a probationary period of twelve (12) months on the active payroll of the Town. During their probationary period, all members of the bargaining unit must complete all training mandated by the Fire Department, as such training maybe amended from time to time.

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

The Union rejects the Town's proposal.

4.) **DISCUSSION**

It is reasonable to specify a probationary period in the collective bargaining agreement. However, the Union should have input into the Chief's formulation of the probationary period training requirements, and any modification to them.

5.) **AWARD**

Contingent on total award funding and effective July 1, 2024, all newly hired members of the bargaining unit must serve a probationary period of twelve (12) months on the active payroll of the Town. During their probationary period, all members of the bargaining unit must complete all training mandated by the Fire Department as determined by the Chief in consultation with the Union, as such training may be amended from time to time in consultation with the Union.

F. **EMERGENCY MEDICAL TECHNICIAN (EMT); ARTICLE 14 (COMPENSATION) SECTION 7 (EMT STIPEND)**

1.) Article 14 Section 7 provides the following EMT stipend:

Effective July 1, 2015, all bargaining unit employees certified as an Emergency Medical Technician ("EMT") shall receive an annual stipend in the amount of \$1100 plus the cost to renew an EMT license which is currently \$150 every other year.

2.) **UNION PROPOSAL:**

The Union proposes the following change:

Delete the existing Article 14, Section 7 and replace it with the following language:

Effective July 1, 2022, all bargaining unit employees certified as Emergency Medical Technicians ("EMTs") shall receive an annual stipend equivalent to nine (9)% of an employee at the tenth step. Such stipend shall be paid out in an employee's biweekly check and shall be considered part of his or her base for all contractual purposes.

3.) **TOWN COUNTER- PROPOSAL:**

The Town rejects the Union's proposal.

#### 4.) **DISCUSSION**

Approximately 50% of the Town's Fire Department calls are of a medical nature, and such requests for services are increasing at a fast rate. It has been nearly a decade since the EMT stipend has been updated. Not surprisingly, the EMT stipend is no longer competitive vis á vis universe comparisons. External comparability data justifies a stipend increase. The communities of Belmont, Needham, Walpole, and Wellesley have negotiated a percentage-based stipend with their Firefighter Unions. They range from 5% of a Step 4 Lieutenant in Wellesley to 11% of Step 6 Firefighter in Belmont. The communities of Braintree, Canton, Dedham, and Randolph provide a flat, dollar based stipend ranging from \$2,200 in Braintree to \$4,500 in Canton. Five (5) of the eight (8) communities pay a stipend of \$ 4,000 or more. They are Belmont, Needham, Walpole, Wellesley, and Canton. Three (3) of the four (4) percentage-based universe communities pay a stipend of from approximately \$5,800 (Needham) to \$7,500 (Belmont and Walpole). An annual stipend of 5% is justified based on the comparability data. One-half of the universe communities have negotiated percentage based EMT stipends. Here, the panel awards effective July 1, 2024, the EMT stipend shall be increased to 5% of the tenth step of the Firefighters Grade F-1.

The Union costs its 9% EMT proposal at \$711,000 over the three (3) contract years. The Town argues that the FY22 EMT cost was \$58,300. The Union's proposal without the application of any COLA increase has an increased cost factor of nearly \$273,000 in FY23 alone, according to the Town. The Union's proposal to roll its percentage-based EMT stipend into the base has an annual cost impact of \$356,605 with a three (3) year cost of \$1,422,592, according to the Town. The awarded EMT increase from \$1,100 to 5% in FY25 has a cost impact of approximately \$86,000, within the Town's ability to pay.

The percentage-based stipends that are rolled into salaries which are then used as a base to calculate all other financial benefits are more expensive than flat dollar stipends, or percentage based stipends that are not rolled into the base. Here, the panel does not roll its 5% percentage based stipend into the base. It should also be noted that the panel is not awarding retroactivity, decreasing the stipend's cost impact.

5.) **AWARD**

Effective July 1, 2024, the EMT stipend shall be increased to 5%. However, it shall be paid as is the current practice with the \$1,100 stipend, and it shall not be rolled into the base salary. Effective July 1, 2024, the EMT stipend shall be increased to 5% of the tenth step of the Firefighters Grade F-1. The Town will continue to absorb the cost of EMT license renewal.

G. **LIGHT DUTY WORK; ARTICLE 8 SECTION 2**

1.) Article 8 (Special Leaves) Section 2 (Injured Leave and Light Duty) provides as follows:

Any employee incapacitated as a result of injuries sustained in the line of duty through no fault of the employee shall be granted leave without loss of pay or benefits in accordance with Chapter 41, Section 111F.

During any period of recuperation or recovery from injury or illness sustained in the line of duty, the Chief may assign an employee to light or limited duty consistent with the employee's capability and degree of recovery.

In the event that the employee's treating physician believes the employee is incapable of performing the light duty assignment, the physician shall so signify in writing, stating the reasons.

The employee shall not be required to perform the light duty until approved by the doctor. Thereafter the Town physician and employee's physician shall confer and either resolve the matter by agreement, or settle upon a third physician, whose judgment on the matter shall be conclusive.

Employees absent from duty because of any claim of job-related disability may be required to submit an assessment from their treating physician on the attached form. (See Attachment 1)

Employees on sick leave may apply for light duty and the Chief shall consider such requests in good faith. An employee on light duty may, if no work exists on his or her regular shift, be assigned a Monday - Thursday ten-hour day

shift. An employee assigned to light duty day shifts shall be granted appropriate time off to attend necessary medical treatment appointments.

2.) **TOWN PROPOSAL:**

Amend the fourth paragraph of Article 8, Section 2 by deleting the stricken language and adding the italicized language as follows:

~~The employee shall not be required to perform the light duty until approved by a doctor.~~

*The employee shall perform the light duty unless and until the employee submits documentation from his physician detailing why the member cannot perform light duty. Thereafter, the Town physician and employee's physician shall confer and either resolve the matter by agreement, or settle upon a third physician, whose judgment on the matter shall be conclusive.*

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

The Union rejects the Town's proposal.

4.) **DISCUSSION**

The Town's proposal is reasonable. It maintains the necessary check and balance on a Firefighter's medical condition, and its impact on his/her ability to perform light duty.

5.) **AWARD**

The panel awards the following light duty provision:

Contingent on total award funding and effective July 1, 2024, the Firefighter shall perform light duty work unless and until the Firefighter submits documentation from his physician detailing why the Firefighter cannot perform light duty. Thereafter, the Town physician and employee's physician shall confer and either resolve the matter by agreement, or settle upon a third physician, whose judgment on the matter shall be conclusive.

H. **RANDOM DRUG AND ALCOHOL TESTING**

1.) The collective bargaining agreement does not include a drug and alcohol testing provision.

2.) **TOWN PROPOSAL:**

Renumber the existing Article 18 to Article 19 and create a new Article 18 titled "Random Drug and Alcohol Testing" with the following language:

Effective July 1, 2022, all bargaining unit members shall be subject to the terms and conditions of the Town's drug and alcohol policy, and shall be subject to random drug and alcohol testing and possible discipline.

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

The Union rejects the Town's proposal.

4.) **DISCUSSION**

There is no evidence of drug and alcohol abuse by Town Firefighters. Further, the Town's Police units are not subject to random drug and alcohol testing. Only two (2) universe communities (Braintree and Wellesley) bargained for random drug and alcohol testing. Consequently, the Town's proposal is not justified.

5.) **AWARD**

The panel does not award the Town's proposal.

I. **NIGHT DIFFERENTIAL; ARTICLE 14, SECTION 6**

1.) Article 14 Section 6 includes the following terms and conditions:

Those employees who are assigned to work a night tour of duty shall receive the weekly amounts hereinafter set forth for all hours regularly assigned to them between 6 p.m. and 8 a.m., including approved absences. This amount shall not apply towards overtime. Such night differential payment shall be made in a lump sum in the payroll period which includes June 1st each year.

Effective July 1, 2020 - \$81.00

Effective July 1, 2021 - \$89.00

2.) **UNION PROPOSAL:**

Delete the existing Article 14, Section 6 and replace it with the following language:

Effective July 2022, all employees shall receive an annual stipend equivalent to nine

and five-tenths percent (9.5%) of his or her weekly compensation. Such stipend shall be paid out in an employee's biweekly check and shall be considered part of his or her base for all contractual purposes.

3.) **TOWN COUNTER-PROPOSAL:**

The Town rejects the Union's proposal.

4.) **DISCUSSION:**

The Union contends that the cost of its proposal is \$675,000 over the contract's three (3) years. The Town asserts that the cost of the Union's increase in the differential to 9.5%, without the COLA increase, is approximately \$123,000 in FY23.

5.) **AWARD**

The panel does not award the Union's proposal. As to stipends, the panel opts to channel the Town's financial resources into the EMT stipend.

J. **HAZARDOUS MATERIAL RESPONSE TEAM/HAZMAT STIPEND; ARTICLE 17**

1.) Article 17 includes the following provisions:

A maximum of four (4) Firefighters will be assigned by the Fire Chief for training and assignment to regional HAZMAT response units. Such HAZMAT firefighters shall receive a stipend of \$500.00 per year, payable the first week in July.

The Chief shall promulgate after negotiations with the Union a Standard Operating Procedure for Firefighter first responders to HAZMAT incidents; and nothing in this contract shall be deemed as excusing Firefighters from responding to such incidents. Effective July 1, 2016, all Milton firefighters will receive a yearly stipend of seven hundred twenty-five dollars (\$725.00). Effective July 1, 2017, all Milton firefighters will receive a yearly stipend of eight hundred fifty dollars (\$850.00). Effective July 1, 2018, all Milton firefighters will receive a yearly stipend of nine hundred seventy-five dollars (\$975.00).

2.) **UNION PROPOSAL:**

Amend the existing Article 17 by adding the following language:

Effective July 1, 2022, amend to reflect that all bargaining unit employees shall

receive an annual stipend equivalent to seven (7%) of his or her weekly compensation. Such stipend shall be paid out in an employee's biweekly check and shall be considered part of his or her base for all contractual purposes.

3.) **TOWN COUNTER-PROPOSAL:**

The Town rejects the Union's proposal.

4.) **DISCUSSION:**

The Union argues that its HazMat stipend proposal has a three (3) year cost impact of \$891,000. The Town submits that the Union's proposal has a price tag of \$228,000 in FY23 alone without the impact of a COLA increase.<sup>2</sup> The panel's financial focus with stipends is the EMT stipend.

5.) **AWARD**

The panel does not award the Union's proposal.

K. **SICK LEAVE BENEFITS; ARTICLE 8**

1.) Article 8, Section 1(A) provides as follows:

Paid sick leave shall be granted to all members of the Fire Department in accordance with the Personnel By-Laws.

2.) **TOWN PROPOSAL:**

Amend Article 8, Section 1(A) by adding the italicized language as follows:

Paid sick leave shall be granted to all members of the Fire Department in accordance with the Personnel By-laws.

*Effective July 1, 2022, for employees hired on or after this date, sick leave shall accrue based on the following schedule:*

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<sup>2</sup> The Union contends that the cost of converting the EMT, Night, and HazMat stipends to a percentage with the application of the 15% COLA increase has a FY22-FY25 cost impact of \$2,513,000. The Town asserts that the FY22-FY25 cost impact of the Union's stipend proposals is \$873,539.

*Years of Service*

*Leave*

*From 6 months through 10 years*  
*After 10 years*

*7 days per fiscal year*  
*10 days per fiscal year*

*Sick days for employees hired on or after July 1, 2022, shall not accrue more than seventy-five (75) days.*

3.) **UNION COUNTER-PROPOSAL**

The Union rejects the Town's proposal.

4.) **DISCUSSION**

The Town's proposal is not justified by internal comparability data. The Police sick leave benefit is tied into the education stipend, inapplicable to the Firefighters sick leave benefit.

5.) **AWARD**

The panel does not award the Town's proposal.