

**COMMONWEALTH OF MASSACHUSETTS  
JOINT LABOR MANAGEMENT COMMITTEE**

**IN THE MATTER OF  
INTEREST ARBITRATION  
BETWEEN**

**WAYLAND FIREFIGHTERS, IAFF, LOCAL 3250**

**-AND-**

**TOWN OF WAYLAND**

**JLMC-23-10205**

**AWARD**

**A. CONTRACT DURATION; ARTICLE 18**

Pursuant to the parties' proposals, the collective bargaining agreement will have a duration of July 1, 2023 through June 30, 2026.

**B. WAGE INCREASES**

- (1) Effective July 1, 2023, a 3.25% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2023.
- (2) Effective July 1, 2024, a 3.25% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2024.
- (3) Effective July 1, 2025, a 2.75% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2025.

**C. DRIVING AND CRIMINAL HISTORIES**

Create a new Article 15.7 (**Driving and Criminal Histories**). The Town will be authorized to obtain and review a driving history and CORI report for all personnel once yearly.

**D. OVERTIME; ARTICLE 12**

The Fire Chief or his/her designee is allowed to fill all shift vacancies with bargaining unit employees in a manner that ensures that a paramedic level of service be maintained in the community.

E. **EMERGENCY MEDICAL TECHNICIAN (EMT); ARTICLE 22.5**

Amend Article 22.5 in the following manner:

Firefighters with an EMT-B certification will be paid an annual stipend in accordance with the following schedule:

<u>Effective Date</u>	<u>Annual Stipend</u>
July 1, 2023	From \$3,250 to \$3,750
July 1, 2024	From \$3,750 to \$4,250
July 1, 2025	From \$4,250 to \$4,750

Firefighter/Paramedics will be paid an annual stipend in accordance with the following schedule:

July 1, 2023	From \$11,450 to \$11,950
July 1, 2024	From \$11,950 to \$12,450
July 1, 2025	From \$12,450 to \$12,950

F. **WORK SCHEDULES**

The panel awards the Town's Article 11 (**Work Schedules**) proposal with the following restriction:

The Town is authorized to hire a full-time day time Fire Prevention Inspector that will replace the current Firefighter/Fire Prevention Inspector Specialist (F-3E position) if funding is approved at Town Meeting. The new Fire Prevention Inspector position will be a bargaining unit position, and it will be first offered to bargaining unit employees. If a bargaining unit employee(s) applies for the position, a bargaining unit employee will be selected for the position. If no bargaining unit employee applies for the position, it may be offered to employees outside of the bargaining unit.

G. **ARTICLE 23 (ADVANCED LIFE SUPPORT (ALS) - PARAMEDICS)**

The panel does not award the Town's proposal.

H. **HAZARDOUS MATERIALS RESPONSE TEAM/HAZMAT STIPEND; ARTICLE 17**

The panel does not award the Union's proposal.

I. **SICK LEAVE; ARTICLE 6**

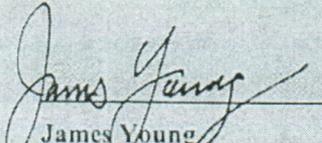
The panel does not award the Town's proposal.

J. EDUCATIONAL INCENTIVE PAY; ARTICLE 22 §22-4

Increase the benefit in the following manner:

Effective July 1, 2025, increase the benefit by the following amounts:

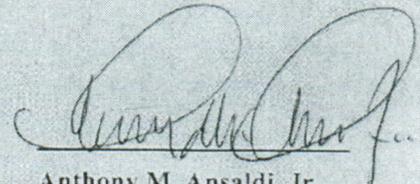
Associate's Degree	From \$4,275 to \$4,525
Bachelor's Degree	From \$5,375 to \$6,125
Master's Degree	From \$6,375 to \$7,625

  
James Young  
Labor Committee Member

Dated: 2/15/26

  
Richard Boulanger, Esq.  
Chairman and Neutral Panelist

Dated: 2/15/26

  
Anthony M. Ansaldi, Jr.  
Management Committee Member

Dated: 2/15/26

## **I. INTRODUCTION**

The Joint Labor-Management Committee (JLMC) interest arbitration panel (panel) is composed of Labor Representative, James Young; Neutral Panelist and Chairman, Richard Boulanger, Esq.; and Management Representative, Anthony M. Ansaldi, Jr.. The panel was appointed by the JLMC to resolve a contract dispute between Wayland Firefighters, IAFF, Local 3250 (“Union”) and the Town of Wayland (“Town”). The parties submitted the following issues to the panel: Contract Duration; Wage Increases; Driving and Criminal Histories; Overtime; Emergency Medical Technician (EMT); Work Rules and Duty Requirements; Staffing; Hazardous Materials Response Team/HazMat Stipend; Sick Leave; and Educational Incentive Pay.

The interest arbitration hearing was held virtually on October 22, 2025.

The Union was represented by Ms. Hailey Ferguson, Esq.. The following individuals were called as witnesses by the Union: Firefighter Taylor Zeigler-Miller; Firefighter Jack Stafford; and Mr. Kevin Dasey, Financial Analyst.

Mr. David Jenkins, Esq. and Mr. Stephen Johnson, Esq. represented the Town. The Town called the following individuals as witnesses: Mr. Brian Keveny, Finance Director; Ms. Sharon Maloney, Department Administrative Assistant; Fire Chief Neil McPherson; and Assistant Fire Chief, Richard Ripley.

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, or district's state reimbursements and assessments; (ii) the Town or district's long and short term bonded indebtedness; (iii) the Town or district's estimated share in the metropolitan district commission's deficit; (iv) the 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.

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, and the arguments of the parties. 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, 2020 to June 30, 2023 collective bargaining agreement shall remain in full force and effect in the July 1, 2023 through the June 30, 2026 contract, except as modified herein by the panel, or by the parties.

Subject to Town funding of the Wage, EMT/Paramedic stipends, and Educational Incentive Pay increases, and effective on the date that the payments are made, the following amendments to Article 11 (**Work Schedules**); Article 12 (**Overtime**); and Article 15 **Work Rules and Duty Requirements** specified in the Award section (pgs. 1-3) shall be implemented.

## II. FINDINGS AND OPINION

### A. CONTRACT DURATION; ARTICLE 18

1.) The predecessor contract had a July 1, 2020 to June 30, 2023 term.

#### 2.) TOWN:

The Town seeks a July 1, 2023 through June 30, 2026 collective bargaining agreement.

#### 3.) UNION:

The Union proposed a July 1, 2023 through June 30, 2026 contract.

#### 4.) DISCUSSION:

Both parties support a three (3) year agreement from July 1, 2023 through June 30, 2026.

#### 5.) AWARD

The current collective bargaining agreement will have a duration of July 1, 2023 through June 30, 2026.

### B. WAGES INCREASES

As specified in the 2020-2023 collective bargaining agreement, the parties agreed to the following wage increases:

1.) Effective July 1, 2020: 2.0% wage increase;  
Effective July 1, 2021: 2.0% wage increase;  
Effective July 1, 2022: 2.5% wage increase;

#### 2.) UNION PROPOSAL; 2023-2026 CONTRACT:

Effective July 1, 2023: 4.0% wage increase;  
Effective July 1, 2024: 4.0% wage increase;  
Effective July 1, 2025: 4.0% wage increase;

3.) **TOWN COUNTER-PROPOSAL; 2023-2026 CONTRACT:**

Effective July 1, 2023: 2.0% wage increase;  
Effective July 1, 2024: 2.0% wage increase;  
Effective July 1, 2025: 2.0% wage increase;

4.) **DISCUSSION:**

Pursuant to the statutory criteria, the panel is required to determine the justification for compensation increases, including wage hikes, and in what amount. The panel must then ascertain whether the Town has the ability to pay for the cost of the justified compensation increases. Here, the internal and external comparability evidence supports the following salary increases: 3.25% effective July 1, 2023; 3.25% effective July 1, 2024; and 2.75% effective July 1, 2025. In light of that same data, an increase in the EMT/Paramedic stipends, and an increase in the Educational Incentive Pay is also warranted. 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 the Town Police Officer bargaining unit relative to base salaries and overall compensation. The Town negotiated a 3.25% wage increase with the Police Officer bargaining unit in FY24 and FY25 with a 2.75% increase in FY26, setting a public safety wage pattern. There is no evidence justifying exclusion of the Firefighter bargaining unit from that wage pattern.

As to overall compensation, it is not unusual for Police education stipends, with their Quinn Bill origins, to exceed those paid to Firefighters, often by substantial amounts. However, while the panel's increase in the Educational Incentive Pay will not eliminate that discrepancy, in

combination with the EMT/Paramedic stipends, and their increases, overall education stipends will be competitive.

**ii. EXTERNAL UNIVERSE**

The panel selects the Town's universe, which includes some communities chosen by the Union. The universe consists of the following communities: Sudbury; Weston; Ashland; Hopkinton; Bedford; Concord; Medfield; Northborough; North Reading; Southborough; and Westford.<sup>1</sup> The panel selected the Town's universe based on comparability factors such as proximity to the Town, population, size of the Fire Department, and Town revenues.

The Union argues that the average compensation for Town Firefighters is lower than that of the external universe average. The Town contends that its Firefighters are competitively compensated relative to Firefighter compensation in universe communities. The evidence reveals that with the FY24-26 awarded wage increases, Town Firefighters receive competitive salaries vis á vis its external universe.

In addition to relevant internal and external compensation lags, the awarded compensation increases are justified by the average annual 3% cost of living increase through June, 2024.

**b. COST**

The Union submits that the total cost of its three (3) year (FY24-26) financial proposals is \$1,302,000. The Town argues that the three (3) (FY24-26) cost of the Union's financial proposals without the step impact, is close to \$2 million dollars, and a 44.92% increase from FY23-FY26. According to the Town, the total cost of its three (3) year Firefighters' compensation increases is far more reasonable.

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<sup>1</sup> The Union selected among other communities, the Towns of Sudbury, Concord, and Westford as part of its universe.

As the Town proposed a 2% increase for FY24, it has the requisite ability to pay for that wage increase effective July 1, 2023. 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 awarded by the panel. Absent exigent circumstances, missing here, when a municipality pays one (1) of its only two (2) public safety units, whose financial contract terms are ultimately negotiated by the JLMC if the parties fail to do so, it should be expected by that community that the same increase will be granted to the other unit. As the Town negotiated wage increases of 3.25% (FY24), 3.25% (FY25) and 2.75% (FY26) with its Police Officers, it was foreseeable to the Town that it would ultimately be required to provide that pattern to its Firefighters. Before the Town determined that its FY24-26 Police wage pattern would be 3.25%, 3.25% and 2.75%, it would have determined that pattern's cost impact when applied to Town Firefighters. When it offered that wage pattern to its Police Officers, it should have determined that it had the ability to pay for that pattern granted to its Firefighters. Therefore, the Town has the ability to pay the FY24-26, 3.25%, 3.25% and 2.75% wage pattern to the Town's Firefighter bargaining unit for all of the reasons detailed above.

c. **ABILITY TO PAY**

The Town contends that lack of new growth and a diminished levy capacity, inadequate State aid, inflation and nearly 100% residential tax base place it in a vulnerable financial condition. However, 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.

The Town's recent, impressive Free Cash history is as follows:

<u>As of July 1,</u>	<u>Free Cash</u>
2024	\$10,009,250
2023	\$8,487,819
2022	\$7,739,163
2021	\$9,277,693
2020	\$8,275,169

More recently, in FY25, the Town's Free Cash amount was certified at nearly \$12,000,000 with \$10 million dollars available in FY26. Free Cash may be used to finance annual wage increases, particularly when a sizeable Free Cash pattern (FY20-FY25), as here, is established, as distinct from a one (1) year isolated occurrence. Moreover, in FY25, the Town had budgeted \$286,271 for salary settlements while in FY26, the Town set aside \$537,000 for salary settlements.

**i. MOODY'S REPORT**

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

Bonds that are rated Aaa are judged to be of the best quality. They carry the smallest degree of investment risk and are generally referred to as "gilt edge." Interest payments are protected by a large or by an exceptionally stable margin and principal is secure. While the various protective elements are likely to change, such changes as can be visualized are most unlikely to impair the fundamentally strong position of such issues.

Moody's rationale for the AAA bond rating is as follows:

New York, October 20, 2022 - Moody's Investors Service has assigned a Aaa rating to the Town of Wayland, Massachusetts's \$21.5 million General Obligation Municipal Purpose Loan of 2022 Bonds. Moody's maintains the Aaa rating on the

town's outstanding general obligation unlimited tax (GOULT) and general obligation limited tax (GOLT) bonds. The outlook is stable.

#### RATINGS RATIONALE

The Aaa GOLT rating reflects the town's stable tax base supported by very high resident wealth and incomes. The rating also incorporates the town's balanced financial operations with reserves continuing to trend lower than the Aaa median. Additionally, the town continues to aggressively fund its OPEB liability, and we expect both the debt burden and pension liability to remain manageable.

The absence of distinction between the GOLT rating and the GOULT rating reflects the town's ability to override the property tax levy cap and the pledge of its full faith and credit.

#### RATING OUTLOOK

The stable outlook reflects the town's commitment in addressing its long-term liabilities while maintaining a conservative approach to budgeting and expenditure management. The sizeable tax base with very high resident wealth and income levels with a history of taxpayer support for capital expenditures provides additional stability.

Moody's affirmed its AAA bond rating for the Town in October of 2025. In connection therewith the Town issued the following release:

**Wayland, MA** - The Town of Wayland is pleased to announce Moody's Investors Service has re-affirmed its 'Aaa' rating, which is the highest rating a municipality can attain.

On October 16, Moody's assigned the rating to the \$8.9 million General Obligation Municipal Purpose Loan of 2025 bonds. According to Moody's Investors Service, this rating reflects the town's stable tax base supported by high resident wealth and income, with resident incomes in 2023 representing 253% of the US median. Moody's recognized the town has maintained balanced financial operations for several years. Moody's further noted, "The town continues to aggressively fund its OPEB liability, and we expect both the debt burden and pension liability to remain manageable."

In the credit opinion, Moody's Investors Services notes, "the town benefits from a strong labor and income, educational attainment, and health and safety profiles." Additionally, it notes, "the town has a favorable institutional structure and provides strong transparency with releasing budgets and audited financial statements and has

strong budget management and policies that prove to be effective and reflected in our financial position and trend of balanced operations".

"We are pleased to hear our Aaa rating has been re-affirmed, which reflects our strong commitment to our finances and best practices", said Town Manager Michael McCall.

Consequently, for all of the reasons specified above, the Town has the ability to pay for the following wage increases.

5.) **AWARD**

- (1) Effective July 1, 2023, a 3.25% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2023.
- (2) Effective July 1, 2024, a 3.25% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2024.
- (3) Effective July 1, 2025, a 2.75% across-the-board wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2025.

C. **DRIVING AND CRIMINAL HISTORIES**

There are no such terms in the collective bargaining agreement

1.) **TOWN PROPOSAL:**

Amend Article 15 (**Work Rules and Duty Requirements**) as follows:

Create a new Article 15.7 (**Driving and Criminal Histories**). The Town will be authorized to obtain and review a driving history and CORI report for all personnel once yearly. All personnel will be fingerprinted once: at the time of hire or within 60 days of a request from the Fire Chief. Fingerprinting will be completed by the Wayland Police department, and it will be completed when a firefighter is on duty.

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

The Union rejects the Town's proposal.

4.) **DISCUSSION**

In view of the Firefighter operation of the apparatus and the ambulance, a portion of the Town's proposal is reasonable. However, the panel does not award the fingerprinting segment of the proposal.

5.) **AWARD**

The panel awards the Town's proposal in the following manner:

Create a new Article 15.7 (**Driving and Criminal Histories**). The Town will be authorized to obtain and review a driver's history and CORI report for all personnel once yearly.

D. **OVERTIME; ARTICLE 12**

1.) In pertinent part, Article 12 includes the following provisions:

12-1. Overtime

No employee shall be authorized to work more than forty-eight (48) consecutive hours except under emergency situations as determined by the Fire Chief. In emergency situations the Fire Chief may authorize an employee to work up to seventy-two (72) consecutive hours.

12-3 Overtime Opportunities

(g.) When an involuntary hold-over is required, the following condition(s) shall be met.

1. At least one Officer shall be required to be on duty. The officer with the least amount of seniority shall be held-over.
2. As usual, station assignments will be modified to keep ALS in service when possible.
3. If two Firefighters are needed at Station# 2, then the firefighter with the least amount of seniority will be held over.

This clause is only to be used in emergency situations and not for other leaves.

2.) **TOWN PROPOSAL:**

The Town proposes that Article 12.1 be amended to allow the Fire Chief or his/her designee to fill all shift vacancies in a manner that ensures that a paramedic level of service be maintained in the community.

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

The Union rejects the Town's proposal.

4.) **DISCUSSION**

As medical runs comprise the majority of Fire Department calls, it is reasonable that best efforts are implemented to staff an ambulance with Paramedics on all shifts.

5.) **AWARD**

Article 12.1 is amended in the following fashion:

The Fire Chief or his/her designee is allowed to fill all shift vacancies with bargaining unit employees in a manner that ensures that a paramedic level of service be maintained in the community.

E. **EMERGENCY MEDICAL TECHNICIAN (EMT); ARTICLE 22.5**

1.) Article 22 Section 5 provides the following EMT stipend:

a.) EMT-B - \$3,250

Article 23 (**Advanced Life Support (ALS) Paramedics**) specifies the following benefit:

b.) Firefighter/Paramedic stipend - \$11,450

2.) **UNION PROPOSAL:**

The Union proposes the following change:

Effective July 1, 2023, EMT-Basic to \$5,250; Firefighter/Paramedic to \$14,450;  
Effective July 1, 2024, EMT-Basic to \$6,250; Firefighter/Paramedic to \$15,450;  
Effective July 1, 2025, EMT-Basic to \$7,250; Firefighter/Paramedic to \$16,450.

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

The Town rejects the Union's proposal.

4.) **DISCUSSION**

More than 50% of the Town's Fire Department calls are of a medical nature, and such requests for services are increasing at an accelerated rate. In combination with the Educational Incentive Pay, the EMT/Paramedic stipends are akin to the Police Quinn Bill-based stipends, albeit

based on flat dollar amounts, and not percentages. The Town has an ability to pay for the increase in light of its collective bargaining reserves, free cash, as discussed in more detail above, and ambulance revenues.

5.) **AWARD**

Amend Article 22.5 in the following manner:

Firefighters with an EMT-B certification will be paid an annual stipend in accordance with the following schedule:

<u>Effective Date</u>	<u>Annual Stipend</u>
July 1, 2023	From \$3,250 to \$3,750
July 1, 2024	From \$3,750 to \$4,250
July 1, 2025	From \$4,250 to \$4,750

Amend Article 23 §23-3 as follows:

Firefighters/Paramedics will be paid an annual stipend in accordance with the following schedule:

<u>Effective Date</u>	<u>Annual Stipend</u>
July 1, 2023	From \$11,450 to \$11,950
July 1, 2024	From \$11,950 to \$12,450
July 1, 2025	From \$12,450 to \$12,950

F. **WORK SCHEDULES**

1.) Article 11 (**Work Schedules**) in relevant part provides as follows:

11-1. Hours of Work

The average workweek of uniformed Firefighters shall be forty-two (42) hours per week. The workweek shall consist of two (2) twenty-four (24) hour shifts, worked during an eight (8) day period over an 8-week cycle as shown in Appendix A.

Notwithstanding the first paragraph in Section 11-1, with the addition of the 25<sup>th</sup> and/or the 26<sup>th</sup> firefighters, the Fire Chief may assign one or two of the most junior firefighters to a day shift which shall have the work hours established as 0700 through 1900. The day shift will work a 4 days on, 4 days off schedule. This provision shall remain in effect for thirty-six (36) months from the start date of the

25<sup>th</sup> firefighter, or until the start date of the 28<sup>th</sup> firefighter, whichever comes sooner.

11-3. Alternate Assignment

At the discretion of the Fire Chief an employee may be approved or assigned for a whole or partial shift to an Alternate Assignment. An Alternate Assignment is generally given for attendance to trainings, meetings, or any other relevant reason the Chief deems appropriate (ex: shift move). Any member that is given an Alternate Assignment from their regularly scheduled shift is to return to duty once the assignment (meeting, program etc.) has concluded. Any member returning to duty for any reason while out on an Alternate Assignment, will not be eligible to be compensated any additional payment or time-off unless authorized by the Chief.

2.) **TOWN PROPOSAL:**

Amend Article 11 to allow for the hiring of a full-time daytime Fire Prevention Inspector that will replace the current firefighter/fire prevention inspector specialist (F-3E position), if funding is approved at Town Meeting.

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

The Union rejects the Town's proposal.

4.) **DISCUSSION**

It is reasonable for the Town to seek a full-time Fire Prevention Inspector devoted exclusively to Fire Prevention tasks. However, as that position is not excluded from the bargaining unit, specified in the Recognition article (Article 2), it should be included in it. If a bargaining unit employee(s) applies for the position, a bargaining unit employee will be selected for the position.

5.) **AWARD**

The panel awards the Town's proposal with the following restriction:

The Town is authorized to hire a full-time day time Fire Prevention Inspector that will replace the current Firefighter/Fire Prevention Inspector Specialist (F-3E position) if funding is approved at Town Meeting. The new Fire Prevention Inspector position will be a bargaining unit position, and it will be first offered to bargaining unit employees. If a bargaining unit employee(s) applies for the position, a bargaining unit employee will be selected for the position. If no bargaining unit employee applies for the position, it may be offered to employees outside of the bargaining unit.

**G. STAFFING**

- 1.) In pertinent part, Article 23 (**Advanced Life Support (ALS) - Paramedics**) provides as follows:

Until the Wayland Fire Department is staffed with 12 full-time Firefighter/Paramedics, the department shall continue to employ per diem paramedics as a 3<sup>rd</sup> person in addition to a fully staffed ambulance for ALS purposes when Firefighter/Paramedics are not available to fill a designated shift. At no time shall more than 1 per diem paramedic be used to supplement Firefighter/Paramedic absences. Nothing in this article will effect the current staffing levels in this contract for Firefighters engaged in firefighting, emergency response or rescue operations.

2.) **TOWN PROPOSAL:**

The Town proposes that Article 23.7 be created to allow the Fire Chief or his/her designee to operate any ambulance at paramedic/base paramedic level when staffing dictates.

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

The Union rejects the Town's proposal.

4.) **DISCUSSION**

It is inappropriate from a labor relations point to permit non-bargaining unit employees to perform bargaining unit employee tasks. The panel's Article 12 award authorizes the Fire Chief to fill shift vacancies in such a way as to guarantee paramedic ambulance staffing.

5.) **AWARD**

The panel does not award the Town's proposal.

**H. HAZARDOUS DUTY PAY**

- 1.) There is no hazardous duty pay provisions in the collective bargaining agreement.

2.) **UNION PROPOSAL:**

Add the following hazardous duty pay language to the contract:

- a. July 1, 2023 – 1%
- b. July 1, 2024 – 2%
- c. July 1, 2025 – 3%

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

The Town rejects the Union's proposal.

4.) **DISCUSSION:**

Universe data does not support the Union's proposal. Furthermore, apart from wage increases, the panel's financial focus is the EMT/Paramedic and Education stipends.

5.) **AWARD**

The panel does not award the Union's proposal.

I. **SICK LEAVE; ARTICLE 6**

- 1.) In pertinent part, Article 6 provides as follows:

When necessary, the Fire Chief will require a doctor's certificate as an alternative to denying sick leave pay. Sick leave with pay will be allowed for more than two (2) consecutive twenty-four (24) hour work shifts only upon submission of a doctor's certificate satisfactory to the Fire Chief. Use of sick leave for a twenty four (24) hour shift shall require the utilization of two sick shifts. Use of sick leave for less than a twenty-four (24) hour shift may be utilized in either a ten (10) hour day shift of (*sic*) 14 hour night shift. The attached certificate (Appendix E) will be used in all cases when a doctor's certificate is required. Treatment providers shall be requested to mail completed certificates to the Town of Wayland Human Resource Director only. Medical certifications are to be submitted from the treating health care provider within seven calendar days of the initial absence, with the exception of extenuating circumstances. The medical certificates shall be maintained on a confidential basis.

2.) **TOWN PROPOSAL:**

Amend Article 6 in the following manner:

Require members who have used six (6) or more days of sick leave in a fiscal year to present a medical note in connection with each use of sick leave.

3.) **UNION COUNTER-PROPOSAL**

The Union rejects the Town's proposal.

4.) **DISCUSSION**

The Town's proposal is not justified.

5.) **AWARD**

The panel does not award the Town's proposal.

J. **EDUCATIONAL INCENTIVE PAY; ARTICLE 22 §22-4**

1.) Appendix C of the collective bargaining agreement specifies the following stipends:

Associate's Degree	\$4,275
Bachelor's Degree	\$5,375
Master's Degree	\$6,375

2.) **UNION PROPOSAL:**

The Union proposes the following increases:

Associate's Degree	15% increase from \$4,275
Bachelor's Degree	20% increase from \$5,375
Master's Degree	25% increase from \$6,375

3.) **TOWN COUNTER-PROPOSAL**

The Town rejects the Union's proposal.

4.) **DISCUSSION**

The Town contends that the cost of the Union's proposal is \$271,686 over the FY24-26

period. The panel does not award the Union's percentage-based Educational Incentive Pay proposal. However, an increase in the dollar amounts is warranted by the Town Police benefit, but tempered by the EMT/Paramedic stipends. The approximate cost of the FY25 and FY26 awarded Educational Incentive Pay increases is \$18,000. The Town has an ability to finance the increases in light of contract settlement reserves and free cash.

5.) **AWARD**

Effective July 1, 2025, increase the benefit by the following amounts:

Associate's Degree	From \$4,275 to \$4,525
Bachelor's Degree	From \$5,375 to \$6,125
Master's Degree	From \$6,375 to \$7,625