CITY OF CHELSEA AND LOCAL 937, IAFF, AFL-CIO, MUP-6211 (9/22/86). DECISION AND AMENDED ORDER.

53.3 legislative rejection (subsequent bargaining)
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67.15 union waiver of bargaining rights
67.2 failure to support contract
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82.3 status quo ante

Commissioners participating:

Paul T. Edgar, Chairman
Maria C. Walsh, Commissioner

Appearances:

Paul V. Mulkern, Jr. - Representing the City of Chelsea

Jonathan P. Hiatt - Representing Local 937, International Association of Fire Fighters, AFL-CIO

DECISION AND AMENDED ORDER

On February 27, 1986, Local 937, International Association of Fire Fighters (Union) filed a charge of prohibited practice alleging that the City of Chelsea (City) had bargained in bad faith by failing to secure funding sufficient to comply with the minimum manning provision contained in the parties' collective bargaining agreement. Following an investigation, the Commission issued a Complaint on March 6, 1986, alleging that the City violated Sections 10(a)(5) and (1) of G.L. c.150E (the Law) by repudiating the minimum manning provisions of the parties' collective bargaining agreement and by failing to seek supplemental appropriations to fund the cost items of a collective bargaining agreement. On March 13, 1986, the Superior Court for Suffolk County, by Mulligan, J., enjoined the City from failing to maintain twenty (20) men and six (6) apparatus per shift, pending disposition of the present case.

Pursuant to notice, a formal hearing was held on April 25, 1986, before Hearing Officer Judith Neumann. The parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and otherwise to present and defend their respective positions. Both parties filed written briefs, which were received at the Commission by June 12, 1986. On June 30, 1986, we issued an Order in this case in order to inform the parties of the Commission's decision in the matter prior to the end of the fiscal year. That Order is hereby superceded by this Decision and Amended Order.

Based on the entire record in this case and for the reasons set forth in the opinion below, we hold that the City has violated Sections 10(a)(5) and (1) of the

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Law by repudiating a provision of its collective bargaining agreement with the Union, which required the City to maintain on duty at all times a minimum of 20 men per shift and six pieces of apparatus.

Facts

On July 30, 1985, the Union and the City executed a collective bargaining agreement, effective July 1, 1984 through June 30, 1987. Like several predecessor agreements, the 1984-1987 contract consisted of the terms of the 1978-1981 agreement, as amended by subsequent memoranda of agreement; it was never compiled as a fully-integrated document reflecting the various additions, deletions, and modifications to which the parties have agreed over the years.

The 1978-1981 agreement had contained the following language in Article XV, Section 23:

> "Section 23. Commencing July 1, 1979, one (1) Engine Company shall be decommissioned. The twelve (12) personnel assigned to said decommissioned Engine Company shall be reassigned as follows:
>
> A. Eight (8) personnel to be utilized to maintain four (4) men on a Ladder Company at all times (one (1) officer - three (3) firefighters) (engine company one (1) officer and two (2) firefighters).
>
> B. Four (4) personnel to be utilized to effectuate operational economies as the City deems appropriate."

The 1978-1981 agreement was extended by the parties through June 30, 1982. During the term of the extended collective bargaining agreement, in response to a perceived fiscal crisis in the City, the parties executed the following memorandum of agreement, dated January 29, 1982:

> "MEMORANDUM OF AGREEMENT BETWEEN
> CHELSEA FIRE FIGHTERS UNION
> LOCAL 937, I.A.F.F. and
> CITY OF CHELSEA
>
> ---
>
> Chelsea Fire Fighters Union, Local 937, International Association of Firefighters (hereinafter "Local 937") and City of Chelsea (hereinafter "City) through their authorized representatives, hereby enter into the following Memorandum of Agreement:
>
> EFFECTIVE JANUARY 31, 1982
>
> 1. The City of Chelsea agrees to shift level manning. There will be on duty at all times a minimum of 20 men per shift, and 6 pieces

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of apparatus (2 ladder trucks 4 Engine Co.s and 1 Deputy Chief's car.)

2. In consideration of the Agreement contained in Paragraph 1, above, the right of the Local 937 to enforce the manning provision of Article XV Section A [sic] in Part that reads: Eight (8) Personnel to be utilized to maintain four (4) men on a Ladder company at all times, of the Collective Bargaining Agreement shall be suspended January 31, 1982."

(signatures omitted).

During subsequent negotiations the collective bargaining agreement was extended, with modifications, until June 30, 1983, until June 30, 1984, and from July 1, 1984 through June 30, 1987. No further modifications were made to Article XV, Section 23, the minimum manning clause.

From January 31, 1982 until February, 1985, the City adhered to the 20 firefighters-per-shift minimum manning level specified in the above-quoted agreement. On February 27, 1985, budgetary problems prompted the Chief of the Department and the Mayor to jointly issue a "Special Notice" stating, inter alia, that "the City at this time cannot fulfill the Shift Level Manning Clause in the Collective Bargaining Agreement" and that the City anticipated reducing the number of apparatus in service, effective March 1, 1985. After a one day deviation from the minimum manning and apparatus guarantees, the parties executed another Memorandum of Agreement, dated March 8, 1985, in which the City agreed to "restor[e] the shift level manning, at the level of 20 men/shift, which will remain in effect hereinafter," subject to the City's ability to secure "authority from the Commonwealth's Emergency Finance Review Board to expend in [Fiscal Year] FY 1985 from the projected FY 1986 budget for $65,000 to enable the Fire Department to comply provide [sic] a shift level manning of 20 men per shift throughout FY 1986." The Emergency Finance Review Board authorized the requested advance, and thereafter, until the events in March 1986 generating the present case, the City maintained a minimum of 20 men and six apparatus per shift.

The City's Fire Department budget for FY 1986, prepared by the Chief of the Department in April 1985, included the following figures in its "Compensation" segment:

"CODE		
110	Salaries	2,168,706.
140	Holidays	116,779.
143	EMT	36,750.
150	Longevity	23,600.
130	Overtime	256,320.
145	Acting Out of Grade	15,000.
	[Total]	2,617,155."

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In April and May 1985, five (5) new firefighters were hired by the City, in part to allevaite the manpower shortage which, in conjunction with the minimum shift level manning agreement, affected the Fire Department's overtime account.[1] The Department's April 1985 budget submission to the Mayor did not incorporate the salaries of these five new employees in the "salaries" line tiem of the Compensation account. For the remainder of FY 1985, the wages of the five new firefighters were funded from a portion of the advance approved by the State's Emergency Finance Review Board.

The Mayor's budget submission to the Board of Aldermen reflected the Compensation account figures prepared by the Chief. By letter dated May 21, 1985, the Chief requested the Mayor to increase the Department's "salary and maintenance budget" to include, inter alia, salaries and clothing allowance for the five new firefighters. By letter dated June 13, 1985, the Chief "updated" his letter of May 21, resubmitting the budget figures from that letter and seeking additional money for college credits. The Mayor did not respond to either letter and did not revise the budget submission to the Board of Aldermen. Since the Board of Alermen failed to vote to adopt or reject any portion of the budget, it became effective by inaction for the fiscal year beginning July 1, 1985.

By letter dated July 15, 1985, after the FY 1986 budget had taken effect, the Chief submitted the following request to the Mayor:

> "Please appropriate or transfer the sum of $105,021.60 to cover the five (5) new men recently appointed. At the budget hearing you stated as did the members of the Board that Fiscal Year 85-86 it would be transferred from overtime account 01-999-10-04-100-130-0499 as follows:
>
> $99,655.40 from Overtime #01-999-10-04-100-130-0699 to Regular Salaries 01-999-10-04-100-110-0499.
>
> $5,366.20 from Overtime #01-999-10-04-100-130-0699 to Holiday Pay 01-999-10-04-100-140-0499.
>
> Therefore you will have a total transfer of $105,021.60. If taken from Overtime account it will reduce the overtime account budget which at the present time is $247,901.34 to $142,879.74 as of payroll #2, which is the week of July 7, 1985 to July 13, 1985."[2]

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[1] Because of a shortage of personnel, the Department was required to employ firefighters on overtime at a higher hourly wage than would have been incurred by personnel working on straight time.

[2] At an April 1985 meeting concerning the Fire Department's proposed budget, at which unspecified aldermen, the Mayor, and the Fire Chief were present, some discussion took place concerning the relationship between hiring additional firefighters and the funds needed for the Department's overtime account. Although the Chief's testimony was imprecise concerning these discussions, it appears that Alderman Troisi suggested that the Department's proposed budget, which was prepared before hiring the five new men, could accommodate their salaries by transferring funds from the overtime account to the regular salaries account.

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On August 1, 1985, the Mayor initiated a request, which the Board approved on September 25, 1985, transferring $99,655.40 from the Overtime Account to the Regular Salaries Account and $5,366.20 from the Overtime Account to the Holiday Pay Account, expressly "[to] cover the five (5) newly appointed men to the Fire Department."

The 1984-1987 collective bargaining agreement, executed on July 30, 1985, included salary increases and other cost items. By letter dated August 14, 1985, the Chief advised the Mayor of the cost increases as follows:

"Regular Salaries	01-999-10-04-100-110-0499	$142,503.92
Holidays	01-999-10-04-100-140-0499	9,097.16
Overtime	01-999-10-04-100-130-0499	12,450.34
		$164,051.42
Clothing		12,250.00
		$176,301.42

The Chief noted in his letter that "overtime is just an estimate of what is remaining in the budget, and averaged in the number of overtime tours needed for FY 86." The Mayor conveyed the above request to the Board, which, on October 7, 1985, appropriated the specified amounts from the City's Surplus Cash Account to the respective Departmental budget accounts.[3]

By letter dated October 4, 1985, the Chief advised the Mayor, inter alia, that "a serious overtime problem is surfacing." The Chief stated that the Department was "expending in the vicinity of $5,000.00 to $9,000.00 a week for overtime which is probably about $3,000.00 or $4,000.00 more than what would normally be required. This particular year is unusual due to numerous injuries in the Fire Department." The Chief wrote, "I shall be required to request appropriations to be utilized for overtime in the next month or so...." On November 8, 1985, and again on January 6, 1986, the Chief requested the Mayor,[4] in writing, to appropriate $95,000.00 to the overtime account, an amount the Chief anticiapted would suffice for the remainder of FY 1986, assuming no "unusual injury, sickness, storms, fires, etc." On February 3, 1986, the Chief again wrote to the Mayor, stating that the overtime account contained $15,547.00 as of January 26, that at least $130,000.00 would be required for overtime through July 1, 1986, and that a ladder truck would have to be taken out of service

[3]By letters dated August 22, 1985 and October 17, 1985, the Chief asked the Mayor to appropriate approximately $11,400.00 from the City's Surplus Cash Account to the Department's budget to fund two contractual obligations: college credits and night differential. By letters of August 26 and October 17, 1985, respectively, the Mayor forwarded the Chief's supplemental appropriation requests to the Board of Aldermen, which approved both requests.

[4]Prior to January 1, 1986, James D. Mitchell occupied the office of Mayor; as of January 1, 1986, Thomas Nolan assumed that office.

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"unless money is appropriated to the overtime account." The Chief also noted that there existed a $29,000.00 surplus in the regular salary account. Despite these repeated pleas, the Mayor forwarded no request for overtime account appropriations to the Board of Aldermen.

Representatives of the City and the Union met in February 1986, at which time the City informed the Union that the City was having financial difficulties and so the Mayor would not seek supplemental funding for the Fire Department. By letter dated February 19, 1986, the Union protested what it characterized as the City's stated intent "to abrogate its contractual manpower commitments" and the Mayor's failure to seek additional appropriations.

On March 5, 1986, the Mayor wrote to the Chief, stating that he was unable to allocate any additional funds to the overtime account and directing the Chief, "effective 6:00 p.m. Wednesday, March 5, 1986, [to] please take all the necessary steps to assure maximum safety without expending additional overtime funds." The Chief took one ladder truck out of service, effective March 5 at 6:00 p.m., and redeployed personnel in certain ways in order to comply with the Mayor's directive to avoid overtime costs. As a result, the number of personnel was decreased to less than 20 per shift.

On March 13, 1986, the Superior Court for Suffolk County granted the Union's request for an order enjoining the City from failing to maintain 20 firefighters and six apparatus per shift, pending the final disposition of the present case. The City has complied with the Superior Court's order.

Opinion

The issues in this case are whether the City has entered into an enforceable contract with the Union to maintain 20 firefighters and six apparatus per shift and whether it unlawfully repudiated that agreement in March, 1986. We hold that it did, in violation of Sections 10(a)(5) and (1) of the Law.

The City's duty under the Law[5] to bargain in good faith with the Union includes the duty to refrain from repudiating agreements reached as a result of collective bargaining. County of Suffolk, 8 MLC 1573, 1577-78 (1981), aff'd. in relevant part, County of Suffolk v. Labor Relations Commission, 15 Mass. App. Ct. 127 (1983). In turn, the City's duty to support and implement agreements includes an obligation to take all necessary steps to secure funding for cost items in those contracts, lest it be held to have repudiated its collective bargaining relationship with the

[5]The Law defines "public employer" as a "...city...acting through its chief executive officer...." G.L. c.150E, Section 1. The Mayor is the chief executive officer of the City of Chelsea and thus the party responsible for negotiating in good faith and implementing collective bargaining agreements.

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Union. Mendes v. Taunton, 366 Mass. 109, 119 (1974); County of Suffolk, supra; City of Medford, 9 MLC 1792, 1795 (1983); Worcester School Committee, 5 MLC 1080, 1083 (1978).

Although a shift manning provision may not be a mandatory subject of bargaining, it is a subject upon which the City may choose to commit itself through collective bargaining. See School Committee of Boston v. Boston Teachers Union, 372 Mass. 605, 611, 615-616 (1977); Boston Teachers Union v. School Committee of Boston, 370 Mass. 455, 464, 470 (1976); City of Gardner, 12 MLC 1681, 1685 (1986). In this case, the Union and the City executed a memorandum of agreement on January 29, 1982 suspending a "manning" provision that had appeared in Article XV, Section 23 of the then-effective collective bargaining agreement and replacing it with an agreement to maintain 20 firefighters and six apparatus per shift. The City subsequently acknowledged and consistently maintained this collectively-bargained manning commitment, with the exception of one occasion in late winter of 1985. On that occasion, on February 27, 1985, the City announced that, because of a perceived fiscal crisis, it intended to reduce the number of apparatus in service. The Mayor's notice to that effect referred to the manning requirement as "the Shift Level Manning Clause in the Collective Bargaining Agreement." After a one day lapse, the Union and the City negotiated a written agreement, dated March 8, 1985, "restoring the shift level manning at the level of 20 men per shift, which will remain in effect hereinafter...." We find that the parties mutually intended the specified personnel and apparatus levels on each shift to be part of their total collective bargaining agreement, even though the shift level manning agreement may not have been formally integrated into their contract document. See Town of Ipswich, 11 MLC 1403, 1409-1410 (1985), aff'd, 21 Mass. App. Ct. 1113 (1985).

As a part of the total collective bargaining agreement, the shift manning provision is inextricably related to all other terms and conditions of employment recorded in the contract. Although the shift manning provision viewed in isolation might constitute a non-mandatory subject of bargaining about which either party would be privileged to refuse to bargain during contract negotiations, once that provision has been negotiated neither party may unilaterally alter its terms. This case illustrates how difficult it would be to try to sort out at the conclusion of the collective bargaining process what compromises concerning mandatory subjects had been made in return for concessions on non-mandatory subjects. It is rarely, if ever, possible to ascertain whether a union has withdrawn a $.25/hour wage demand, for example, in return for an employer agreement to permit employees to choose their shifts by seniority. Generally, we are constrained to acknowledge that the totality of the bargain forms a comprehensive whole, whose parts cannot fairly be severed from the package. The National Labor Relations Board in administering the National Labor Relations Act, 29 U.S.C. Section 151 et seq., has recognized that non-mandatory subjects of bargaining may have costs and therefore may affect mandatory proposals. Thus one party cannot lawfully insist upon acceptance of all the mandatory subject proposals, while rejecting the proposals affecting non-mandatory subjects which were offered as part of a total package. E.g., Nordstrom, Inc., 229 NLRB 601 (1977); accord, Good GMC, Inc., 267 NLRB No. 99 (1983).

To hold the parties to the totality of their bargain promotes more stable and

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predictable labor relations in the Commonwealth. Both parties to the collective bargaining agreement may negotiate with the assurance that any deal to which they ultimately agree cannot be unilaterally altered by one party's renouncement of part of the package of compromises. While both parties remain free to decline to enter into negotiations concerning non-mandatory subjects, once having reached an agreement encompassing both mandatory and non-mandatory subjects, neither party may unilaterally repudiate any aspect of the agreement. To hold otherwise would eviscerate the obligation to bargain in good faith.

The City argues, however, that it should be excused from the shift level manning commitment for several reasons. First, the City contends that the legislative body rejected this "cost item" by failing to pass a budget containing sufficient funds in the overall "compensation account" to maintain the shift level manning commitment. Thus, according to the City, the shift manning provision should be considered inoperative under Section 7(b) of the Law.[6] The City'ssecond argument is that the provision in question is analogous to the "job security" provisions which the courts have determined in Boston Teachers Union, Local 66 v. School Committee of Boston (BTU), 386 Mass. 197, 211-214 (1982) and Saugus v. Newbury, 15 Mass. App.Ct. 611, 615-16 (1983), to be enforceable only if funded for a particular fiscal year. Third, the City argues that the Union waived its right to insist that the Mayor seek a supplemental appropriation by failing to take any action to seek such an appropriation until more than six months after the Union learned that the FY 1986 compensation account might have been underfunded.

The City's first argument is centered on the premise that the legislative body (the Board of Alermen) refused to fund the minimum manning provision at issue in this case. We do not accept that premise. The opportunity provided by section 7(b) of the Law for the Board of Aldermen to accept or reject any of the cost items in the collective bargaining agreement came in the fall of 1985, when the Mayor conveyed to the Board a statement purporting to itemize the increased Fire Department budget costs attributable to the 1984-1987 collective bargaining agreement. On October 7, 1985, without explicitly disapproving or rejecting any particular cost item, the Board appropriated the amounts the Mayor requested. Even if the Board's deliberations in the spring of 1985 with respect to the FY 1986 budget are of consequence under Chapter 150E, we find that the Board passed the full compensation budget requested by the Mayor.

Although the Board did not expressly refuse to fund any of the cost items in the collective bargaining agreement, the City nonetheless suggests that such a refusal

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[6] G.L. c.150E, Section 7(b) provides in pertinent part as follows:

"(b) The employer...shall submit to the appropriate legislative body within thirty days after the date on which the agreement is executed by the parties, a request for an appropriation necessary to fund the cost items contained therein; ... If the appropriate legislative body duly rejects the request for an appropriation necessary to fund the cost items, such cost items shall be returned to the parties for further bargaining."

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should be inferred. First, the City relies upon the Chief's version of a discussion during the FY 1986 budget process, in which the Fire Chief suggested that the budget did not include sufficient money for the salaries of the five new firefighters, and one alderman opined that the money could come from the overtime account.[7] We consider that discussion, however, to more appropriately be interpreted to mean that the alderman trusted that additional personnel would relieve the need for overtime expenditures, and thereby yield an overtime account surplus which could be transferred to the salaries account. There is insufficient evidence to warrant the conclusion that any individual alderman, much less the Board as a whole, deliberately underfunded the compensation account in order to reject the minimum manning clause.

Second, the City urges us to infer from the alleged compensation account shortfall in the winter of 1986 that the Board refused to fund the manning clause. This inference is unwarranted. We start from the premise that the City bears the burden of demonstrating that the legislative body has clearly and intentionally rejected a specific contractual cost item.[8] Chapter 150E contemplates a collective bargaining process in which the executive plays the central role in negotiating and implementing agreements. Under Section 7(b) the onus is upon the "employer" to submit whatever appropriations request is "necessary to fund the cost items..." The role of the legislative body is to accept or reject requests to fund cost items as formulated and submitted by the executive. In the 1982 BTU case, 386 Mass. 197, supra, the Court specified that the legislative body had the authority to initially approve the whole agreement by appropriating funds for its cost items; once approved, the agreement is effective for its term, even if that term exceeds one year and requires appropriations "as a matter of course in succeeding years of the contract." 386 Mass. 197, 204.

The statutory scheme set forth in section 7(b), particularly in light of the BTU decision, requires that the legislative body clearly and expressly evince its intention to reject a cost item. The employer and the Union must understand that an item has been rejected in order to pursue further negotiations, as mandated by Section 7(b). Conversely, the Union ought to be able to rely upon legislative endorsement of a collective bargaining agreement when the legislative body appropriates money to fund the cost items of the agreement, and the employees then agree to perform work pursuant to the terms of the contract. See Labor Relations Commission v. Dracut, 374 Mass. 619, 628 (1978). This requirement will also promote the stability and rationality of the collective bargaining process, by encouraging the executive to accurately articulate the contract's anticipated cost when submitting the request for legislative approval. Accordingly, we will not infer legislative rejection of a cost simply from subsequent budget shortfalls. We find that the Board

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[7] See discussion in footnote 2, supra.

[8] The City bears the burden of proof on this issue because the City raises the legislative body's disapproval of the contract item as an affirmative defense to the refusal to bargain charge.

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approved the Mayor's appropriation requests,[9] thereby accepting the contract and rendering its terms enforceable.

The City's second argument is that the manning provision in this case is analogous to the "job security" provision which the Appeals Court held in Saugus to be enforceable only if funded for a particular fiscal year. The City argues that the shortfalls that occurred in the compensation component of the Fire Department budget demonstrate that the City lacked the funding in FY 1986 to pay for the contractual shift level manning, which in turn excused the City from complying with the clause.

The Saugus case, on which the Employer relies, is distinguishable from the instant case. Saugus involved legislative rejection of an appropriation request which had been sufficient to ensure full funding of a contractual agreement to maintain at least 48 employees in a department. Because the legislative body rejected the appropriation request necessary to fund the 48-employee department, the contractual department size clause was nullified. The Appeals Court concluded that the legislative body

> "was entitled 'to determine on an annual basis' the size of its fire fighting staff as a matter of public policy. The size of the town's total expenditures for fire protection was not an issue which, under the reasoning and logic of the 1982 [BTU] case (at 211), the town and its managerial officers could delegate for determination by a collective bargaining contract, or by arbitration under such a contract."

15 Mass. App. Ct. 611 at 615. In contrast, the legislative body of Chelsea has never rejected an appropriation request necessary to fund the collective bargaining agreement. Rather, the evidence demonstrates that the Board of Aldermen appropriated all funds requested by the Mayor, and thereby signified legislative approval of the terms of the collective bargaining agreement.[10] See Boston Teachers Union, Local 66 v. School Committee of Boston, 386 Mass. 197, 209 (1982) ("[t]he city council approved the entire collective bargaining agreement when it appropriated the necessary funds.")

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[9]We do not consider significant the fact that the Board ratified the budget by inaction rather than by an affirmative vote. Chelsea has adopted a plan of government which authorizes the Board of Aldermen to act through acquiescence in the Mayor's proposed budget.

[10]The Union correctly points out that the shortfall, if it occurred, arose in the "salaries" line item of the budget, which did not have sufficient funds to pay for the five new firefighters, and not in the overtime component; the overtime account was depleted only after the City transferred funds from that account to the salaries account, in order to avoid laying off personnel.

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The City's waiver argument is also without merit. Although the Union president may have suspected in May 1985 that the overall compensation segment of the Fire Department's FY 1986 budget would not be sufficient to pay for the five new firefighters as well as anticipated overtime costs,[11] it was incumbent upon the mayor to take whatever steps were necessary to support and secure funding for the agreement. Worcester, supra, 5 MLC 1080-85; Medford, supra, 9 MLC 1792, 1795-96. As the Commission pointed out in those decisions, a City has latitude in selecting the methods by which it will comply with its obligation to attempt to secure funding of a negotiated agreement. In this case, the City could have chosen to increase its initial funding request for FY 1986, it could have augmented its appropriations request in the fall of 1986 to fund the incremental cost items of the collective bargaining agreement, it could have chosen to transfer funds among existing budget appropriations, or it could have chosen to request supplemental appropriations. It was not the Union's duty to advise the City which of these methods it should employ. As in the Medford case, supra, the City's failure to take any of these steps constituted a repudiation of its minimum manning agreement.

In sum, we conclude that the City failed to bargain in good faith, in violation of Section 10(a)(5) and (1) of the Law, by repudiating its contractual manning clause in March 1986, without demonstrating that the clause was unfunded and without taking all necessary steps to ensure that the commitment could be kept. To remedy this violation, we issue the following Order, which in certain respects amends the Order previously issued on June 30, 1986.

Amended Order

IT IS HEREBY ORDERED that the City of Chelsea shall:

1. Cease and desist from:

   a) Repudiating its contractual commitment with Local 937, International Association of Fire Fighters to maintain on duty at all times a minimum of 20 men per shift and 6 pieces of apparatus (2 ladder trucks and 4 engines).

   b) Failing and refusing to take all necessary and appropriate steps to comply with the above-stated contractual minimum shift level manning commitment, including, if necessary, seeking supplemental appropriations.

   c) In any like or similar manner, interfering with, restraining or coercing employees in the exercise of their rights under the Law.

[11] The testimony of the Union president, taken as a whole, indicates that he was uncertain what the effect of hiring the five new firefighters might be upon the budget. With respect to the compensation component, the Union president at times insisted that the overtime amount would have been sufficient but for the City's failure to replace retired and/or disabled firefighters, and at other times acknowledged that, overall, the amount would not be sufficient in light of the hiring of the five new firefighters.

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2. Take the following action which will effectuate the purposes of the Law:

   a) Take all appropriate steps to comply with the minimum manning provisions of the collective bargaining agreement with Local 937, International Association of Fire Fighters, dated July 1, 1984, including, if necessary, seeking supplemental appropriations.

   b) Make whole any employees in the bargaining unit represented by Local 937, International Association of Fire Fighters for any economic loss suffered by the City's repudiation of the minimum manning provisions of the collective bargaining agreement.

   c) Post in conspicuous places where fire fighters usually congregate, or where notices are usually posted, and maintain for a period of thirty (30) days thereafter, copies of the attached Notice to Employees.

   d) Notify the Commission, in writing, within thirty (30) days of service of this Order of the steps taken to comply herewith.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
LABOR RELATIONS COMMISSION

PAUL T. EDGAR, CHAIRMAN
MARIA C. WALSH, COMMISSIONER

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City of Chelsea and Local 937, IAFF, AFL-CIO, 13 MLC 1144

NOTICE TO EMPLOYEES
POSTED BY ORDER OF
THE MASSACHUSETTS LABOR RELATIONS COMMISSION
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

After a hearing at which all parties had the opportunity to present evidence, the Massachusetts Labor Relations Commission has issued a decision finding that the City of Chelsea has violated Sections 10(a)(5) and (1) of Massachusetts General Laws Chapter 150E by repudiating the minimum manning provisions of the collective bargaining agreement with Local 937, International Association of Fire Fighters. In compliance with the Commission's order:

WE WILL NOT repudiate our contractual commitment with Local 937, International Association of Fire Fighters to maintain on duty at all times a minimum of 20 men per shift and 6 pieces of apparatus (2 ladder trucks and 4 engines) or in any like way interfere with, restrain, or coerce employees in the exercise of their rights under G.L. c. 150E.

WE WILL take all appropriate steps to comply with the minimum manning provisions contained in our collective bargaining agreement with Local 937, International Association of Fire Fighters, including, if necessary, seeking supplemental appropriations.

WE WILL make whole any employees in the bargaining unit represented by Local 937, International Association of Fire Fighters, for any economic loss suffered by the City's repudiation of the minimum manning provisions of the collective bargaining agreement.

_____
For the City of Chelsea

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