



ROBERT G. NUNES
Mayor

CITY OF TAUNTON

LAW DEPARTMENT
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STEVEN A. TORRES
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February 27, 2006

Mayor Robert G. Nunes
City of Taunton
City Hall
15 Summer Street
Taunton, MA 02780

Re: **Arbitration Award**

Dear Mayor Nunes:

Enclosed please find copy of the City of Taunton and Local 1391, International Association of Firefighters, PFFM, AFL-CIO, Case No. JLMC-05-06F, Arbitration Award.

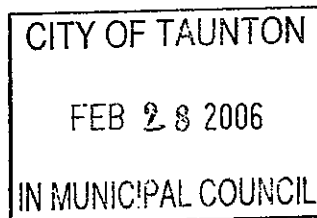
If you have any questions please do not hesitate to call.

Sincerely,


Steven A. Torres
City Solicitor

SAT/mm

Enclosure



Move approval.


City Clerk

COMMONWEALTH OF MASSACHUSETTS
JOINT LABOR-MANAGEMENT COMMITTEE
FOR
MUNICIPAL POLICE AND FIRE

CITY OF TAUNTON)	
)	
and)	JLMC-05-06F
)	
LOCAL 1391, INTERNATIONAL)	
ASSOCIATION OF FIREFIGHTERS,)	
PFFM, AFL-CIO)	
)	

ARBITRATION AWARD

Pursuant to the determination of the Joint Labor-Management Committee, the undersigned was appointed as the Mediator/Arbitrator in the above-captioned case. A mediation meeting with both parties in attendance was held at the City Hall in Taunton on February 8, 2006.

During the course of the mediation session, both parties agreed that the session should be converted to a statutory arbitration hearing before me sitting as a Single Arbitrator. Accordingly, after hearing the positions of the parties on all outstanding issues, I hereby award as follows:

1. The last contract between the parties, which was effective from July 1, 2002 to June 30, 2003, shall be succeeded by two separate contracts, the first being effective from July 1, 2003 to June 30, 2005 and the second being effective from July 1, 2005 to June 30, 2008.

2. The implementation of the remedy awarded by Arbitrator Sarah Kerr Garraty in the "Health Insurance" case (AAA Case Number 11 390 00257 05) shall be waived and the parties shall enter into a voluntary dismissal of their respective Petition To Vacate and Counterclaim For Enforcement of that Arbitration Award in Bristol Superior Court Docket Number BRCV2005-01096-B.

3. The City shall withdraw the pending Prohibited Practice Charge that it has filed against the Union arising out of the 2004 contract negotiations (Labor Relations Commission Case Number MUPL-04-4508) and the Union shall withdraw the pending Prohibited Practice Charge that it has filed against the City arising out of those same negotiations (Labor Relations Case Number MUP-04-4230.)

4. The parties shall enter into the first successor collective bargaining contract for the two (2) year period from July 1, 2003 through June 30, 2005. Except as modified herein, all provisions of the July 1, 2002 - June 30, 2003 contract shall be carried forward into the first successor contract.

A. Article X, Section 1, Wages shall be amended by the addition of a provision which increases all salaries by three percent (3%) as of September 1, 2004. As a result of that increase, the salaries of all members of the bargaining unit shall be as follows, effective retroactively to September 1, 2004:

a) As of September 1, 2004, the Firefighters of the City of Taunton shall be compensated at the following levels:

Probationary Firefighter	\$33,111.74
First Year Firefighter	\$36,164.31
Second Year Firefighter	\$36,762.29
Third Year Firefighter	\$38,631.71

b) As of September 1, 2004, the Fire Officers of the City of Taunton shall be compensated at the following levels:

Lieutenants	\$47,017.66
Captains & Mechanic	\$52,971.56
Deputy Chiefs	\$59,031.56

c) Members who are assigned to Fire Prevention, Training or Dispatching and Communications (except for the

Communications Specialists) and the S.A.F.E. Coordinator shall be compensated in accordance with the following schedule:

Firefighters --	Base salary plus 5% of a Third Year Firefighter's salary per year
Lieutenants --	Base salary plus 5% of a Third Year Firefighter's salary per year
Captains --	Base salary plus 5% of a Third Year Firefighter's salary per year

- d) As of September 1, 2004, the Communications Specialists shall be compensated as follows:

\$29,263.23, plus 5% of a Third Year Firefighter's salary per year

- B. Article XVI (Blue Cross/Blue Shield, Life Insurance) shall be amended by replacing the existing language with the following:

1. The City shall provide Blue Cross/Blue Shield health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association ("MIIA") Health Benefits Trust effective October 1, 2004. Said health insurance benefits shall be provided at the following contribution rates:

HMO Policy (HMO Blue New England)

Existing employees (as of June 1, 2004 and enrolled in a city health plan as of June 1, 2004)	City	77%
	Employee	23%
New hires (hired after June 1, 2004)	City	75%
	Employee	25%

Indemnity Plan (Blue Care Elect PPO)

All employees	City	75%
	Employee	25%

2. The City shall continue to provide its employees life insurance coverage on the same terms as at present at the contribution rate of 75% for the City and 25% for the employees.
3. The City Treasurer shall deduct the employees' share for health and life insurance premiums on a weekly basis. The employees' share of the premiums shall be paid on a pre-tax basis pursuant to the City's adoption of a so-called "Cafeteria Plan" for this purpose.
4. In the event that MIA or the third party administrator acting pursuant to its Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments, the City shall immediately notify the Union and the parties shall bargain over the proposed change(s). In the event that the proposed change(s) is implemented, the City shall bargain with the Union over the impact of the change(s).
5. The parties shall enter into a second successor collective bargaining contract for the three year period from July 1, 2005 through June 30, 2008. Except as modified herein, all provisions of the July 1, 2003 - June 30, 2005 first successor contract, as amended pursuant to Paragraphs 4A and B above, shall be carried forward into the second successor contract:
 - A. The necessary date changes shall be made in Article XXXIV (Duration of Agreement) and wherever else may be required in the second successor contract.
 - B. The following previously agreed upon provisions shall be included at appropriate places in the new contract.

1. Honor Guard

The members of the Fire Department's Honor Guard shall receive sixteen (16) hours of detail pay each year which shall be paid in two equal segments of eight (8) hours each during the months of January and July. In order to qualify for the January payment, a member must have participated in at least fifty (50%) of the Honor Guard events that occurred during the previous six month period (July 1 - December 31) at times when he was neither on duty nor on any type of paid leave. In order to qualify for the July payment, a member must have participated in at least fifty percent (50%) of the Honor Guard events that occurred during the previous six month period (January 1 - June 30) at times when he was neither on duty nor on any type of paid leave.

2. Vacation Scheduling

A minimum of five (5) vacation slots shall be made available for every week during the year. No more than one of the following major holidays shall be included in any one set of vacation slots on a member's vacation slip - New Year's Eve, Independence Day, Labor Day, Thanksgiving and Christmas.

3. Posting of Positions With Extra Pay

Whenever there is a vacancy in any position in the bargaining unit for which additional compensation is paid, the position shall be posted for bidding for at least two (2) weeks. The position shall be awarded to the most senior bidder who is qualified to perform the duties of the position in which the vacancy exists.

4. Reprimands or Other Discipline By Acting Chief

Any reprimand or other discipline that is imposed by a member of the bargaining unit who is serving in the capacity of Acting Chief during the absence of the Chief shall be subject to the contractual standard of just cause. The period

for grieving any such disciplinary action by an Acting Chief shall not begin to run until the Chief of the Department has returned from his absence.

5. Department Mechanic

The Department Mechanic shall receive an annual tool allowance in the amount of \$1,000.

- C. Article X, Section 1, Wages shall be amended by increasing all of the salaries that became effective as of September 1, 2004 and that are set forth in Paragraph 4A above by the following percentage amounts as of the following dates. All of the increases shall be compounded - i.e. each shall be based upon the new salary schedule that results from the prior increase:

July 1, 2005	3%
July 1, 2006	3%
July 1, 2007	2%
January 1, 2008	2%

- D. On July 1, 2006, all members of the bargaining unit shall also receive a one-time signing bonus in the amount of one percent (1%) of their total annual compensation including any and all contractual augmentations that each individual member actually receives as of that date, but excluding the compensation each member receives from working extra paid details and/or overtime assignments. The signing bonus shall not be added to the base salary for the purpose of calculating future base salary increases.

E. Hazardous Material Pay (HAZMAT Pay)

A new Section 6 entitled "Hazardous Material (HAZMAT) Pay" shall be inserted into Article X and the current Sections 6 and 7 shall be renumbered as Sections 7 and 8. The new Section 6 shall read as follows:

SECTION 6: HAZARDOUS MATERIAL (HAZMAT) PAY

Because of the risks of exposure to hazardous materials that are inherent in the firefighting profession, each member of the bargaining unit, including the Communications Specialists, shall receive a HAZMAT premium in the following amounts as of the following dates:

July 1, 2005	1%
January 1, 2006	2%
January 1, 2007	3%

The foregoing percentages are the aggregate total of the HAZMAT premiums that will be paid as of the dates indicated and are not intended to be added to the previously listed amounts. In other words, the first 1% HAZMAT premium that is to take effect as of July 1, 2005 is to be increased by 1% to a total of 2% as of January 1, 2006 and that amount is to be increased by an additional 1% to a total of 3% as of January 1, 2007. The HAZMAT premium shall be applied to the base salary of each member's rank or position, it shall be included in each member's regular weekly paycheck and it shall be included in his base pay for all purposes including overtime and retirement.

- F. Section (a) of Article XXIII (Piece Manning) shall be amended to read as follows:

Any Engine Company in service will have a minimum of three (3) men excepting Engine 2 and Engine 1 at Central Station.


Engine 1 will have:

- (1) A Driver, Officer and two (2) Hosemen from April 1st through November 30th.

- (2) Except as provided below, a Driver, Officer and four (4) Hosemen from December 1st through March 31st:
- (a) From the date upon which the funding for this Agreement is approved until March 31, 2006, Engine 1 will have a Driver, Officer and two (2) Hosemen.
 - (b) From December 1, 2006 through March 31, 2007, Engine 1 will have a Driver, Officer and three (3) Hosemen.
 - (c) Thereafter, beginning on December 1, 2007, Engine 1 will revert to its contractual winter manning (i.e. from December 1 to March 31) of a Driver, Officer and four (4) Hosemen.
- (3) Whenever there are more back end men than are contractually required on duty on Engine 1, they shall be assigned to outlying stations.

6. In order to save the parties time and expense, their July 1, 2002 – June 30, 2003 contract, as amended by Paragraphs 4A and B of this Arbitration Award, shall serve as the first successor contract for July 1, 2003 – June 30, 2005. Upon the funding of this Arbitration Award by the Municipal Council, with the support of the Mayor as required by Law, the parties shall promptly prepare and execute an integrated contract for the period July 1, 2005 – June 30, 2008 which shall constitute the second successor contract and which shall consist of the July 1, 2002 – June 30, 2003 contract as amended by Paragraph 4B and Paragraphs 5A – F of this Award and the new salary schedules that result from the percentage increases that are set forth in Paragraph 5C of this Award.

Dated this 22 day of February, 2006.



Gary D. Altman, Arbitrator