

**American Arbitration Association
Voluntary Labor Tribunal
Case No. 01-20-0009-9717**

IN THE MATTER OF ARBITRATION BETWEEN

CITY OF FALL RIVER

AND

FALL RIVER FIRE FIGHTERS ASSOCIATION, LOCAL 1314

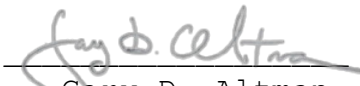
Grievance: Involuntary Assignment

AWARD OF THE ARBITRATOR

The Undersigned Arbitrator, having been designated in accordance with the arbitration agreement entered by the above named parties and having been duly sworn and having duly heard the proofs and allegations of the parties AWARDS as follows:

For the reasons set forth in the attached Decision, the grievance is sustained. The City has indicated that it has paid Firefighter [REDACTED] the stipends provided for in Article 44, and this is certainly appropriate. The only other remedial relief that will be directed is that the City pay Firefighter [REDACTED] for one twelfth of the annual paramedic stipend provided in Article 43.

June 22, 2021
Brookline, Massachusetts


Gary D. Altman

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Grievant: Involuntary Assignment

ARBITRATION DECISION AND AWARD

Introduction

Fall River Fire Fighters Association Local 1314 ("Union") and the Fall River Fire Department ("Employer") are parties to a Collective Bargaining Agreement ("Agreement"). Under the Agreement, grievances not resolved during the grievance procedure may be submitted to arbitration. The parties presented their case in a virtual arbitration hearing before Gary D. Altman, Esq., on March 9, 2021. The Union was represented by Leah Marie Barrault Esq., and the Employer was represented by John Clifford, Esq. The parties had the opportunity to examine and cross-examine witnesses and to submit documentary evidence. The parties submitted written briefs after the close of the testimony.

Issue

The issue to be decided is as follows:

Did the City violate the parties' Collective Bargaining Agreement when it assigned Firefighter [REDACTED] to a Fall River EMS Rescue unit for the period of March 29, 2020 through April 25, 2020.

Facts

The facts of the case are, for the most part, undisputed. The City presently runs a Fire Department staffed with approximately one-hundred eighty-six (186) Firefighters assigned across six (6) stations. Firefighters respond to fire calls and also provide assistance on medical calls. All Firefighters are certified as First Responders, a certification that does not allow a firefighter to perform emergency medical services to the same extent as a firefighter holding an EMS or paramedic license. Approximately 70 firefighters hold EMS licenses. The Chief of the Fire Department is [REDACTED], who also oversees the Emergency Medical Services Department ("EMS").

The City also runs a separate Emergency Medical Services (EMS) Department that at full staff would have fifty (50) paramedics, plus supervisors. Employees working in the EMS Department are members of a different bargaining unit, AFSCME Local 93, Fall River EMS Unit. [REDACTED] is the Director of the EMS Service. The EMS operates medical rescues, impact medical trucks, and Squad 11.¹ The EMS department typically has five (5) "rescue" trucks in service at all times, which are all transport ambulances.

AFSMCE and the City have agreed to language in their Agreement that provides for members of the Firefighters bargaining unit to staff the EMS vehicles. Specifically, Article XXX reads:

¹ The "impact" or "squad" trucks are emergency medical response vehicles that do not transport patients, and are placed in service during heavy demand for services.

Medical Rescue Staffing:

Firefighter paramedics or EMT Basics shall be assigned to medical rescues. The Fire Chief or his/her Designee shall have the ability to assign Firefighter Paramedics, EMT Advanced or Basics to medical rescues, to fulfill operational needs. The department will make every effort to staff double paramedic shifts.

██████████ President of the Firefighters Union, testified that this same language pertaining to the Chief's ability to assign firefighters to EMS rescue vehicles, does not exist in the Firefighters Collective Bargaining Agreement. ██████████ testified that the Firefighters Union and the Department have agreed to language regarding Firefighters working in the EMS Department. In 2017 Squad 11 was created, and the Firefighters Union and the City agreed to Article 44, Squad 11, which reads:

Article 44, Squad 11:

The parties agree that the City may implement a so-called Squad car and use bargaining unit members to staff such vehicles under the following below stated circumstances:

The City agrees that it shall only staff Squad with members if suppression manpower in the Fall River Fire Department remains at a minimum of thirty-four (34) working during any given shift. In other words, the City shall not staff Squad with members if doing so would drop manpower to less than thirty-four (34) working during any given shift.

The City agrees that it will not brownout a suppression apparatus to staff Squad.

For hours worked on Squad, members shall receive an additional hourly rate equal to five percent (5%) above that of a firefighter with five (5) years and no

degree as shown in Appendix A. In addition, all members shall receive an increase of seventy-five cents (\$0.75) for all hours worked during night shifts.

The rotation of members working on Squad shall consist of the ten (10) most junior firefighters.

Members shall not be allowed to work more than one (1) shift consecutively on Squad. (10 or 14 HR Shift)

Those members who accept receipt of an EMT stipend agree to be part of a pool that may be used to staff Squad during a given shift should there be a need and sufficient manpower (34) on suppression forces exits. A member assigned from this pool shall be called in reverse order of seniority.

Members, other than the most junior ten (10) and those in the pool as indicated above, shall not be forced to work on Squad. No one hired after February 8, 2016 will get to opt out of the Squad pool.

The City agrees that should there be layoffs in the future, they will do so strictly according to seniority. Additional EMS certification obtained by members will not impact the order of layoffs.

In 2016 the City and AFSMCE agreed to a side letter with respect to staffing the medical impact trucks relating to staffing these vehicles with firefighters. Specifically, the language reads:

Subject: Allowing fire fighter paramedics or EMT Basic Overtime on Impact Trucks

Local 1202 agrees to allow fire fighter paramedics or EMT Basics from Local 1314 to accept overtime on the impact rescue, after all ems personnel have been offered the overtime first. When an EMT basic is on the impact rescue the supervisor on shift shall be placed in an ems vehicle to back up all priority calls that the paramedic basic rescue responds to.

President ██████ testified that the Firefighter Local also made a verbal agreement with the City that firefighters could work on medical impact trucks on a voluntary basis.

In October 2019 there was an additional Agreement with the City with regard to staffing medical rescue vehicles. Chief ██████ summarized the Agreement in a memo that reads:

Today Local 1314 and I, with Director ██████, sat down to discuss several matters dealing with fire fighters working on the medical rescues. We both agree, union and management, that fire fighters may work on any medical rescue if necessary and be paid at their overtime rate. This is effective immediately.

We also agreed that Squad 11 members will no longer work 10-and 14-hour shifts, they will work 24 hour shifts like the rest of the Department. This will begin tomorrow; shift commanders take note and schedule accordingly.

This verbal agreement will shortly be put to paper, in a legal side letter agreement.

In February 2020, the City no longer permitted firefighters to be listed on the voluntary overtime list for the EMS medical rescue units. On March 29, 2020 Chief ██████ involuntarily assigned Firefighter ██████ to work in the EMS Division on Medical Rescue 4 for a one month period of time. Firefighter ██████ was paid straight time pay during this assignment, which meant that other firefighters lost the opportunity to volunteer for this overtime assignment. Mr. ██████ stated that the Chief did not approach the Union to discuss this involuntary assignment, and prior to this time no firefighter had ever been involuntarily assigned to a medical rescue.

Mr. [REDACTED] testified that on March 25, he emailed the Chief stating:

We remind you of your bargaining obligations and urge you in the strongest possible terms to contact the Union before proceeding further. Without further discussion and/or agreement we object to this detail.

Chief [REDACTED] responded:

I understand the Union local 1314 point of view. Because of this crisis of COVID 19 and under the Governor's Declaration of Emergency I am using this measure for the good of all. The ems ranks are extremely thin and those who are working are starting to fatigue. Because of this I will need to invoke any measures necessary to get through this crisis to keep our citizens protected and safe.

On March 26, [REDACTED] followed up with a demand to bargain over the involuntary assignment of Firefighter [REDACTED], and hearing no response, followed up again writing the Chief asking whether he intended to meet with the Union on Firefighter [REDACTED] assignment. The Chief responded that he would meet with the "Union after the crisis is over."

[REDACTED] testified that at the grievance hearing the Department maintained that the reason that the Chief selected Firefighter [REDACTED] was that he was the only paramedic in the Fire Department that accepted overtime. Mr. [REDACTED] stated that the Union checked the overtime records and that there was another firefighter who accepted overtime on the impact truck. In addition, under State regulations the EMS Department did not need to have two paramedics assigned to every ambulance run, but could have utilized Firefighter EMTs; during the pandemic the State waived the requirement and permitted First Responders to

drive the ambulance. Mr. [REDACTED] also stated that the EMS Service could have utilized mutual aid in which other communities could cover when Fall River ambulances were out of service. [REDACTED] also stated that EMS had assigned a paramedic to Prima Care, a medical facility, and that the paramedic could have been assigned during this time period on a rescue unit.

[REDACTED] became the Director of the EMS Department in 2015. [REDACTED] testified that the COVID pandemic put a real strain on the EMS Department. [REDACTED] explained that there were two vacancies in the EMS, in March three employees were considered high risk and could not work, and two employees became exposed and had to quarantine for fourteen days, which meant EMS was short seven employees. [REDACTED] stated that this staff shortage resulted in having to shut down the medical rescue on ten occasions, and he sought a paramedic firefighter who could be temporarily assigned to the EMS Department.

Chief [REDACTED] testified that [REDACTED] came to him in early March and told him that with the frequency of COVID calls the EMS Department was having a hard time staffing the medical rescue units, and that the paramedics running the rescue units were working extensive overtime and becoming fatigued. Chief [REDACTED] stated that Firefighter [REDACTED] had previously worked in the EMS Department before he was hired by the Fire Department, was a licensed paramedic, and was still in his first year of employment. Chief [REDACTED] stated that he explained to the Union why he decided to assign Firefighter [REDACTED] to EMS, that it was important to be able to

continue to operate five medical rescue units at all times, and the decision was not made to save money.

Relevant Provisions of the Agreement

Article 2, BARGAINING AGENT:

The Employer recognizes that said Union, is the sole exclusive bargaining agent for the uniformed members of the Fire Department or anyone doing bargaining work, provided, however, that non-permanent or provisional employees shall be restricted to present benefits.

Article 41: AMBULANCE CROSS TRAINING

This Union agrees that the Department may institute a program of training which will involve firefighters and fire officers being educated in the location and use of emergency medical equipment and supplies carried on the fire ambulance. Such training would allow fire personnel to render greater assistance to EMT/EMS Personnel and the public at emergency incidents.

In addition, the Union agrees that under certain circumstances, as required, its members may be utilized to drive the ambulance to a hospital, thereby allowing the EMT/EMS personnel to provide direct patient care.

Article 42: EMT EDUCATION STIPEND

Effective July 1, 2017, members certified at any EMT level shall be paid an additional three hundred and fifty (\$350) annual stipend. Payment of this stipend shall be made no later than the first pay period of August. The above-mentioned payment is for convenience purposes. Any member employed as of July 1st of any fiscal year shall be entitled to a full payment of this stipend upon death or separation from service.

Also, effective July 1, 2017, these same members shall receive a biennial payment for recertification in the amount of one hundred and fifty dollars (\$150).

Members shall seek reimbursement for this recertification by submitting required documentation to the Director of EMS. Payment shall be due upon receipt of such documentation.

These payments shall begin in FY18.

Article 43: Firefighter/Emergency Medical Technician Certification Stipend

Effective July 1, 2017, all members holding the below certifications shall receive the following stipends:

EMT Basic- \$1,500
EMT Intermediate/Advanced- \$2,250
EMT Paramedic- \$3,000

This stipend is to be paid out annually and no later than the first pay period in March. Eligible members must submit documentation proving certification level no later than April 1st for the upcoming fiscal year during which the stipend will be paid.

The above-mentioned payment date is set forth for convenience purposes. Any member who is employed as of July 1st of any fiscal year shall be entitled to a full payment of his stipend upon death or separation from service.

Article 44: SQUAD 11

The parties agree that the City may implement a so-called Squad car and use bargaining unit members to staff such vehicles under the following below stated circumstances:

The City agrees that it shall only staff Squad with members if suppression manpower in the Fall River Fire Department remains at a minimum of thirty-four (34) working during any given shift. In other words, the City shall not staff Squad with members if doing so would drop manpower to less than thirty-four (34) working during any given shift.

The City agrees that it will not brownout a suppression apparatus to staff Squad.

For hours worked on Squad, members shall receive an additional hourly rate equal to five percent (5%) above that of a firefighter with five (5) years and no degree as shown in Appendix A. In addition, all members shall receive an increase of seventy-five cents (\$0.75) for all hours worked during night shifts.

The rotation of members working on Squad shall consist of the ten (10) most junior firefighters

Members shall not be allowed to work more than one (1) shift consecutively on Squad. (10 or 14 HR Shift)

Those members who accept receipt of an EMT stipend agree to be part of a pool that may be used to staff Squad during a given shift should there be a need and sufficient manpower (34) on suppression forces exits. A member assigned from this pool shall be called in reverse order of seniority.

Members, other than the most junior ten (10) and those in the pool as indicated above, shall not be forced to work on Squad. No one hired after February 8, 2016 will get to opt out of the squad pool.

The City agrees that should there be layoffs in the future, they will do so strictly according to seniority. Additional EMS certification obtained by members will not impact the order of layoffs.

Positions of the Parties

Summary of the Union's Arguments

The Union argues that the City violated the Agreement and a prior Settlement Agreement between the parties. The Union contends that the parties had a Settlement Agreement that provided for firefighters, if necessary, to work overtime shifts on medical rescue units. The Union states that there is no dispute that this was voluntary, and that when firefighters performed the work, they were paid overtime for the assignment. The Union argues that the City violated this Agreement when it cancelled this Agreement,

involuntarily assigned Firefighter [REDACTED] to work in the EMS Department and paid him at a straight time rate.

Moreover, the Union argues that Article 30 is a past practice clause, that provides that all benefits and practices will not be changed without Union approval. The Union states that the past practice supports the Union's position. Specifically, the Union states that at no time was a firefighter involuntarily assigned to work on a medical rescue unit or any vehicle operating out of the EMS Department.

The Union further states that there was only one instance in which the parties agreed that a member of the firefighter's bargaining unit could be involuntarily reassigned to work in the EMS Department, and those conditions are set forth in Article 44. The Union maintains that the doctrine of *expression unius exclusion alterius*, provides that where certain items are specified in detail in a contract, other items of the same general character relating to the same matter are generally held to be excluded. The Union contends that as Article 44 is the only contract provision that pertains to involuntary assignment to the EMS department, and only applies to Squad 11, it must, therefore, be concluded that the parties never agreed that firefighters could be involuntarily assigned to the EMS Department.

The Union further argues that Article 2, the Recognition Clause, recognizes the Union as the exclusive representative of City firefighters. Employees in the EMS Department are in a separate bargaining unit represented by another Union. The Union states that requiring a firefighter to perform work outside of the bargaining unit, is clearly prohibited by Article 2. The Union states that

it has the exclusive right to negotiate over the terms and conditions of employment for all Firefighters, including Firefighter [REDACTED], and the City could not require him to work on a piece of equipment in another Department, or under conditions not negotiated with the Firefighters Union. The Union further contends that it sought to negotiate with the Chief on this matter, and the Chief refused to do so. The Union maintains that it must therefore be concluded that the City violated the parties' Agreement, when it involuntarily transferred Firefighter [REDACTED] to work in the EMS Department, to rescue unit 5, for a one month period of time.

The Union contends that the City's contention that it had the managerial right or that the Covid Pandemic allowed the City to make this involuntary assignment, is without merit. The Union states that there is no dispute that COVID was plaguing the Commonwealth and the City of Fall River. The Union states, however, that the pandemic did not give the City the right to ignore the terms of the parties' Agreement. In particular, the Union states that there were various means available for the Chief to staff the medical rescue unit in the EMS Department without having to involuntarily reassign an employee from the Fire Department to EMS Department. Specifically, the Union states that there was another firefighter paramedic who regularly accepted overtime to work in the EMS Department. In addition, the Union states that there were four other firefighter paramedics who could have been approached to work overtime on the medical rescue unit.

The Union also contends that the explanation that the medical rescue unit had to always be staff by two paramedics is incorrect. The Union states that there were a

number of instances over the past year, in which Firefighter EMTs, and not paramedics, accepted and worked voluntary overtime on the Medical Rescues. The Union further states that the Commonwealth's Office of Emergency Medical Services, which regulates the Fall River EMT service, provides that ambulances can be staffed with at least one EMT. In addition, in March of 2020, to alleviate EMS staff shortages, the State provided waivers to allow persons certified as First Responders to drive ambulances. The Union states that all Firefighters are First Responders, and thus could have been available to work overtime assignments in the Fall River EMT Department.

The Union contends that the City's decision to involuntarily assign Firefighter [REDACTED] to the EMT Department was to save money, so as to not have to pay firefighters overtime for the same work. The Union maintains that the City should not be allowed to use the pandemic as an excuse to ignore its contractual obligations. The Union concludes that a cease-and-desist remedy should be ordered, and the City be directed to pay Firefighter [REDACTED] the stipend he would have been paid for his work on Squad 11 but for his transfer as well as compensation for the work that he performed as a paramedic on a medical rescue, which he did not receive because he was within his first year of employment and thus not yet receiving the paramedic stipend.

Summary of the Department's Arguments

The Department maintains that the Chief had the managerial right to temporarily assign Firefighter [REDACTED] to an EMS rescue during the early weeks of the COVID pandemic. The Department contends that there can be no dispute as to the widespread impact that COVID had on

the Country and localities throughout the Country, including Fall River. The City states that the City was in the midst of this public health crisis, which had a direct and immediate impact on providing emergency services to citizens of Fall River. The City states that in the beginning of the pandemic the EMS Department was short staffed. In addition some EMS employees could not work because of coming in contact with patients with COVID, and those that were working were working excessive amounts of overtime to run the ambulances. The City states that in March of 2021 the City had ten different shutdowns, in which rescue transports were taken out of service because of lack of staffing.

The Department maintains that in the midst of this public crisis the Chief decided to temporarily transfer Firefighter [REDACTED], who was a certified paramedic, to one of the EMS rescue transports. The City decided that the priority was to staff its transport rescue vehicles, rather than non-transport squad vehicles or impact vehicles, so that patients could be transported to the hospital. The City contends that in view of the nature of COVID-19 cases, it was obvious that the ability to transport patients to the hospital was critical. The City states that its action was taken not to save money but to save lives.

Moreover, the Department argues that this was a temporary action, and appropriate as Firefighter [REDACTED] was the most junior employee who was a certified EMT, having previously worked in the City's EMS department. Moreover, the Department maintains that that Chief [REDACTED] informed the Union as to the reasons for his decision before Firefighter [REDACTED] was reassigned to the EMS, and Chief [REDACTED] decision was made for the safety and well-

being of City residents. The City states that at the times the reassignment was made the Governor had declared a state of emergency.

The City contends that it does not, and has never asserted, a unilateral right to make such assignments on a permanent or recurring basis; but that in view of the unprecedented crisis this reassignment of a Firefighter was an appropriate response and the City should not be held to have violated the Collective Bargaining Agreement. The City argues that its position or taking such action in this public health crisis is supported by a number of arbitration decisions that support the proposition that in an emergency, the employer should be able to take temporary measures, even if those measures are not specifically permitted by the collective bargaining agreement, and even if it means that employees are required to perform non-bargaining unit duties.

Moreover, the City states that the decision was made during a period of incredible uncertainty; that in March 2020 no one truly knew what the short-term or long-term implications of the COVID-19 pandemic. The City argues that it did not have to rely on mutual aid or reassign another EMT from a local health care facility before it temporarily reassigned Firefighter [REDACTED] to a rescue transport. The City states that Chief [REDACTED] decision was done to maintain at least the same number of transport ambulances that Fall River operated before the pandemic. Moreover, the City states that the fact that the EMS Department had to shut down 10 rescue transports due to lack of staffing demonstrates that not enough Firefighters volunteered to perform the rescue work and that it was

therefore a reasonable and appropriate decision to transfer Firefighter [REDACTED].

The City maintains that the parties' Agreement has a number of articles that address work performed by the City's Firefighters and the EMS service, that provides for training for Firefighters to perform various EMS services. The City states that Article 39 provides for cross training so that Firefighters assigned to ladder companies can perform EMS services in emergencies. In addition, the City states that Article 41 also provides for training Firefighters and fire officers to assist EMS services in case of emergencies. In addition, Article 43 provides for Firefighters certified in EMS and paramedics to receive stipends for performing emergency medical work, and Article 44 provides for Firefighters to be assigned to Squad 11, a supplemental emergency medical vehicle operated by the EMS Department. The City states that Article 49 also describes training opportunities for Fall River Firefighters to perform emergency medical services.

The City contends that the various provisions of the parties' Agreement anticipate that firefighters could be assigned to perform EMS services in emergency situations, which was clearly the situation in the early stages of the pandemic. Moreover, the City argues that Firefighter [REDACTED] schedule was not changed, he worked the same hours called for in the Agreement, he received the contractual rate of pay, and had the opportunity to work overtime. The City states that there was no change in Firefighter [REDACTED] working conditions that violated the parties' Agreement.

Finally, the City maintains that even if it can be concluded that the temporary assignment of Firefighter

██████████ to the EMS Department violated the Agreement, no monetary remedy is appropriate. First, the City states that the \$3,000 paramedic stipend provided for in Article 44, is only available to employees who have completed a year of service, and Firefighter ██████████ was still a probationary employee not yet completing his first year of service. Second, the City states that there is no evidence that Firefighter ██████████ lost overtime opportunities, and that he was paid the appropriate stipends for working in the Emergency Department for the one month period of time.

The City states that under the emergency situation, temporarily assigning Firefighter ██████████ was justified and did not violate any provision of the parties' Collective Bargaining Agreement. Firefighter ██████████ has been paid appropriately for the one-month temporary assignment to the EMS Department and did not suffer any economic harm. For all of the foregoing reasons, the City maintains that the grievance should be denied.

Discussion

The dispute in the present case is over the involuntary temporary assignment of Firefighter ██████████ from his position in the Fall River Fire Department to work in the Fall River EMS Department, a different City bargaining unit covered by a different collective bargaining agreement. Article 2 of the parties' Agreement provides that the Union is the exclusive representative of those working in the Firefighter's bargaining unit. As a general matter, the Employer does not have the contractual right to take bargaining unit employees and require them to perform work in another bargaining unit.

There can be no dispute as to the interrelationship of the duties of firefighters and the duties of those working

in the EMS Department, as both perform lifesaving services for members of the public. Firefighters perform their duties while assigned to fire apparatus, and EMS employees perform their duties while assigned to ambulances in the EMS Department. The Firefighter's collective bargaining agreement also provides monetary incentives for firefighters to obtain and retain EMS and paramedic licenses. Nonetheless, in terms of a Firefighter being assigned to work in the EMS Department, this is a situation that would require agreement with both the Firefighters' Union and the EMS Union.²

In fact, both the Firefighters' Union and the EMS Union have agreed to language that sets forth certain conditions in which Firefighters can, in fact, work in the EMS Department. In 2016 the Firefighters agreed with the City for fire firefighter paramedics and EMT basics from the Firefighters bargaining unit to accept overtime on EMS impact units. In October of 2019 the Firefighters Union and City agreed, "that fire fighters may work on any medical rescue if necessary and be paid at their overtime rate. This is effective immediately." These provisions provide for firefighters to work in the EMS on a voluntary overtime basis. This was not the case with Firefighter [REDACTED], who did not volunteer for the assignment and was assigned to work on a straight time basis.

The only instance in which the Firefighters Union and the City agreed that Firefighters could be involuntarily assigned to work in the EMS is set forth in Article 44. Article 44 establishes a Squad car and describes those instances in which the ten most junior Firefighters could

² The EMS Union had previously agreed that firefighters could perform EMS duties in the EMS Department.

be assigned to the Squad car on a rotating basis. There is no dispute that the assignment of Firefighter [REDACTED] to work in the EMS for the one-month period of time was not a situation that fell under Article 44.

The City maintains that the pandemic created a dire public safety crisis in the City. The EMS employees staffing the ambulances were fatigued by the number of COVID runs in the City, and desperately needed assistance staffing the ambulances. On this matter I have no doubt. This emergency, however, did not grant the Chief the authority, under the parties' Agreement, to involuntarily assign members of the bargaining unit to work outside of the bargaining unit, when there existed provisions and understandings between the parties for the Fire Department to first seek volunteers.

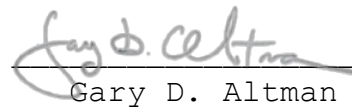
More importantly, this was not a situation in which the Firefighters Union was unwilling to work with the Chief to discuss options to alleviate the workload of the EMS staff. On at least two occasions the Union told the Chief that they would sit down with him to discuss options. One cannot speculate as to whether any agreement could have been reached if the parties actually discussed the matter before the Chief involuntarily assigned Firefighter [REDACTED] to work in the EMS. Nonetheless, the past history shows that the parties have, in recent years, agreed to various situations in which Firefighters could perform work in the EMS Department.

Conclusion and Award

In sum, it must be concluded that the Chief by involuntarily assigning Firefighter [REDACTED] to work in the EMS Department, without first negotiating this change with the Union violated the parties' Agreement. The City

has indicated that it has paid Firefighter [REDACTED] the stipends provided for in Article 44, and this is certainly appropriate. The only other remedial relief that will be directed is that the City pay Firefighter [REDACTED] for one twelfth of the annual paramedic stipend provided in Article 43. It is true that paramedic stipend is not paid during an employee's first year of service. I am not suggesting that Firefighter paramedics are contractually entitled to the paramedic stipend during their first year of employment. Rather, this payment is awarded as part of the remedy to be awarded based on the unique facts of this case. Specifically, since the reason that Firefighter [REDACTED] was involuntarily assigned to the work was because he was a certified paramedic, it is appropriate that he be paid for being an EMT during this one month assignment.

June 22, 2021
Brookline, Massachusetts


Gary D. Altman