

MEMORANDUM

TO: Members Of The Fairfield RTM

**FROM: Gabriel J. Jiran,
Shipman & Goodwin LLP**

RE: Fairfield Fire Interest Arbitration Award

DATE: August 2, 2023

I am the attorney for the Town of Fairfield (“the Town”) and represented the Town during the recent interest arbitration with the Local 1426, International Association of Firefighters (“the Union”). The following memorandum provides a summary of the interest arbitration award (“the Award”) issued by the Arbitration Panel (“the Panel”).

I. HISTORY

The Parties commenced negotiations in March 2021, and each made multiple proposals over the course of several bargaining sessions. The Parties were able to reach agreement on many of these proposals. However, when the Parties were not able to reach agreement on the remaining proposals, the matter was submitted to the Panel for a decision. I was not involved in the negotiations, and the Town retained me to represent it in the interest arbitration. I thus worked with the Fire Department, Human Resources, and other Town representatives in preparing and presenting the case on the 16 open issues submitted to the Panel.

The Parties appeared at six days of arbitration, during which time numerous witnesses testified and a large volume of documents were presented. On July 14, 2023, the Panel issued its Award on each of the open issues. A brief discussion of each issue will follow in subsequent sections, but a summary of the applicable statute related to arbitration awards is relevant to the RTM’s review of the Award. Conn. Gen. Stat. § 7-473c(d)(12) provides that:

Within twenty-five days of the receipt of an arbitration award issued pursuant to this section, the legislative body of the municipal employer may reject the award of the arbitrators or single arbitrator by a two-thirds majority vote of the members of such legislative body present at a regular

or special meeting called and convened for such purpose. If the twenty-fifth day specified in this subdivision falls on a weekend or a holiday, such deadline shall be extended through the next business day following the twenty-fifth day.

As such, the RTM's review at this stage is limited to determining whether to reject the Award. If the RTM takes no action, then the Award is accepted and binding. If the RTM rejects the Award, then the RTM is required to submit the reasons for the rejection in writing to the State Board of Mediation and Arbitration. The matter will thereafter be submitted to another panel of arbitrators for a decision. No additional evidence or testimony is presented, and the second panel of arbitrators rely solely on the record already submitted in the case.

In deciding whether to reject the Award, the RTM should consider that the second panel of arbitrators will rely on the same evidence as the Panel, the reasons given by the RTM for rejecting the Award, and any response to those reasons from the Union. In addition, the Town is required to bear the costs for the second panel of arbitrators. The cost of this arbitration is difficult to predict, but considering that the second panel will have to review the transcripts of the six days of hearing and hundreds of pages of exhibits before rendering a decision, the cost could well exceed \$30,000. Also of relevance is that once the second panel issues its decision, the RTM will not have the ability to reject the award and has very limited grounds to appeal the decision.

II. DISCUSSION OF AWARD

As mentioned above, the Parties submitted 16 issues to the Panel for a decision. The Panel was required by statute to choose one of the last best offers of the Parties, and was not permitted to fashion its own remedy. Therefore, for each open issue, the Panel specifically designated which last best offer it was choosing and provided its rationale for doing so. The remainder of this memorandum will discuss each open issue and the resulting decision on each.

A. ISSUE 2: ARTICLE X, Minimum Manpower

TOWN LAST BEST OFFER: Effective September 1, 2010, no less than seventeen (17) firefighters, and no less than six (6) officers shall be assigned to be on duty at all times.

Effective July 1, 2024, the Town will increase staffing by one (1) firefighter on each shift at Station 5, which will result in a staffing level of no less than eighteen (18) firefighters, and no less than six (6) officers assigned to be on duty at all times.

In the event that the Town builds an additional station in the future, the Town reserves the right to reallocate

the additional staffing at Station 5 to the additional station.

UNION LAST BEST OFFER: Effective July 1, 2023, no less than eighteen (18) firefighters, and no less than six (6) officers shall be assigned to be on duty at all times. Engine/Station 5 shall be staffed with no less than three (3) firefighters and one (1) officer. Effective July 1, 2024, no less than nineteen (19) firefighters, and no less than six (6) officers shall be assigned to be on duty at all times. Engine/Station 3 and Engine/Station 5 shall each be staffed with no less than three (3) firefighters and one (1) officer. Effective June 30, 2025, no less than twenty (20) firefighters, and no less than six (6) officers shall be assigned to be on duty at all times. Engine 4/Station 4, Engine 3/Station 3 and Engine 5/Station 5 shall each be staffed with no less than three (3) firefighters and one (1) officer.

AWARD: The Panel awarded the Town's last best offer. The Union argued that increasing staffing at Stations 3, 4, and 5 was necessary to meet the staffing guidelines issued by the National Fire Protection Agency ("NFPA"), and that public safety required this increased staffing. In support of this argument, the Union presented a witness who was the Fire Chief for the Miami Dade County Fire Department, and had several exhibits related to staffing levels and response time. The cost of the Union's proposal was approximately \$4.2 million. The Town argued that the Union had failed to establish that increased staffing would affect public safety in the Town, and had testimony from the Fairfield Fire Chief as well as numerous exhibits related to the Fairfield Fire Department's response time and history of safety at fire scenes. The Town also noted that the Department had recently received an improved rating from the Insurance Services Office ("ISO"), placing it in the top 4% of fire departments nationally based on its safety. After a review of the evidence, the Panel concluded that the Town's last best offer was in the public interest, and thus awarded it.

B. ISSUE 7: ARTICLE XXIII, Insurances

TOWN LAST BEST OFFER: The Town may change the insurance coverage described in this Article and may provide insurance

coverage with insurance providers other than those specifically described in this Article, or through self-insurance, provided that the coverage offered remains substantially the same as, or is better than, the coverage provided under the plans described in this Article. Should the Town desire to make coverage changes, the Town will provide at least thirty (30) days advance written notice to the Union of the planned changes.

UNION LAST BEST OFFER: Current contract language

AWARD: The Panel awarded the Union's last best offer. The Town had proposed the foregoing language in order to provide additional flexibility if it wanted to change insurance carriers. For example, the current contract language requires that the Town negotiate a change in carriers with the Union, and the Town proposed to remove that requirement. However, the Town had testimony that it did not have any current intent on changing carriers, so the Panel decided that a change in the current contract language was not necessary.

C. ISSUE 8: ARTICLE XXIII, Insurances

TOWN LAST BEST OFFER: Effective July 1, 2021 each employee shall contribute 17% of the current health care cost based on the "blended" rate.

UNION LAST BEST OFFER: Effective July 1, 2021, each employee shall contribute 17% of the current health care cost based on the "blended" rate.

AWARD: The Panel awarded the Union's last best offer. As can be seen from the foregoing last best offers, the Parties had the same exact offers. However, the Panel had to choose one of the two offers, and chose the Union's.

D. ISSUE 9: ARTICLE XXIII, Insurances

TOWN LAST BEST OFFER: Effective July 1, 2022, each employee shall contribute 17% of the current health care cost based on the "blended" rate.

UNION LAST BEST OFFER: Effective July 1, 2022, each employee shall contribute 17% of the current health care cost based on the “blended” rate.

AWARD: The Panel awarded the Town’s last best offer. Again, the Parties had the same exact offers. However, the Panel had to choose one of the two offers, and chose the Town’s.

E. ISSUE 10: ARTICLE XXIII, Insurances

TOWN LAST BEST OFFER: Effective July 1, 2023, each employee shall contribute 17% of the current health care cost based on the “blended” rate.

UNION LAST BEST OFFER: Effective July 1, 2023, each employee shall contribute 17% of the current health care cost based on the “blended” rate.

AWARD: The Panel awarded the Union’s last best offer. Again, the Parties had the same exact offers. However, the Panel had to choose one of the two offers, and chose the Union’s.

F. ISSUE 11: ARTICLE XXIII, Insurances

TOWN LAST BEST OFFER: Effective July 1, 2024, each employee shall contribute 18% of the current health care cost based on the “blended” rate.

UNION LAST BEST OFFER: Effective July 1, 2024, each employee shall contribute 17% of the current health care cost based on the “blended” rate.

AWARD: The Panel awarded the Town’s last best offer. This issue on the premium cost paid by employees was the first where the Parties had different offers. The Panel noted that the Town had only proposed a 1% increase in the premium cost paid by employees over the entire term of the contract, and found that the Town’s last best offer was reasonable and in the public interest. The financial impact of the 1% increase is currently unknown as it will not occur until July 1, 2024, and the Town does not know what the premium cost will be at that time.

G. ISSUE 12: ARTICLE XXVI, Salaries

TOWN LAST BEST OFFER: Effective and retroactive to July 1, 2021 –2.0% general wage increase

In addition, effective July 1, 2021, the Town will add a 6th Step in the wage schedules for Firefighter, Lieutenant, and Assistant Chief that is 1% more than the current top step (which is Step 5). This step increase will not be paid retroactively.

UNION LAST BEST OFFER: Effective and retroactive to July 1, 2021, 4% general wage increase.

AWARD: The Panel awarded the Town's last best offer on this issue and all of the wage issues that follow in Issues 13, 14, and 15. The Panel addressed the wage proposals together and found that the Town's last best offers tracked the same increases given to the Police Union. The Panel also noted that the Town's offers were similar to other bargaining units within the Town as well as other comparable towns. While inflation was a consideration for the Panel, it found that the Town had exceeded inflation in its wage increases by 6.44% in the aggregate from 2000 to 2020. The Panel thus concluded that the record did not support the Union's offers.

Of particular note on this issue and the other wage issues is the addition of a new 6th Step for Firefighters, Lieutenants, and Assistant Chiefs. The Union had originally proposed this concept in negotiations, but then abandoned it in its last best offer. In contrast, the Town had not agreed to a new 6th Step, but included that step as a part of its last best offer to address some of the arguments raised by the Union originally in support of the 6th Step. For example, the Union had presented evidence of differences between the top steps for similar ranks within the Police Union. The Town thus crafted a last best offer to create more equity with the Police Union, and the Panel awarded the Town's offer, noting that the Town's offer actually provided more compensation to employees at the top step than the Union's.

H. ISSUE 13: ARTICLE XXVI, Salaries

TOWN LAST BEST OFFER: Effective and retroactive to July 1, 2022 – 2.75% general wage increase

In addition, effective July 1, 2022, the Town will add a 6th Step in the wage schedules for Firefighter, Lieutenant, and Assistant Chief that is 2% more than the 5th Step. This step increase will not be paid retroactively.

UNION LAST BEST OFFER: Effective and retroactive to July 1, 2022, 5% general wage increase.

AWARD: The Panel awarded the Town's last best offer. See above.

I. ISSUE 14: ARTICLE XXVI, Salaries

TOWN LAST BEST OFFER: Effective July 1, 2023 – 2.75% general wage increase

In addition, effective July 1, 2023, the Town will add a 6th Step in the wage schedules for Firefighter, Lieutenant, and Assistant Chief that is 3% more than the 5th Step.

UNION LAST BEST OFFER: Effective July 1, 2023, 4% general wage increase.

AWARD: The Panel awarded the Town's last best offer. See above.

J. ISSUE 15: ARTICLE XXVI, Salaries

TOWN LAST BEST OFFER: Effective July 1, 2024 – 2.75% general wage increase

In addition, effective July 1, 2024, the Town will add a 6th Step in the wage schedules for Firefighter, Lieutenant, and Assistant Chief that is 4% more than the 5th Step.

UNION LAST BEST OFFER: Effective July 1, 2024, 4% general wage increase.

AWARD: The Panel awarded the Town's last best offer. See above.

K. ISSUE 16: ARTICLE XXVII, Overtime

TOWN LAST BEST OFFER: Some members of the Department are involved in projects that at time require off duty phone calls or zoom meetings. When participation in an off duty phone call or zoom meeting lasts less than one (1) hour, the employee shall receive one (1) hour of overtime in lieu of the three (3) hour minimum otherwise specified.

UNION LAST BEST OFFER: No language.

AWARD: The Panel awarded the Union's last best offer. The Town had proposed to limit the three hour minimum for overtime in situations where an employee was taking phone calls or meetings that lasted less than one hour. The reason for this proposal was that employees often had to take these calls and meetings during the pandemic, but the calls or meetings would be less than one hour. Under the current contract language, the employees would receive three hours of overtime, so the Town was seeking to address the overtime cost. The Panel found that with the passage of time, practices related to the pandemic had changed and that the Town could control the number of calls and meetings to limit overtime exposure. The Panel thus awarded the Union's last best offer.

L. ISSUE 21: ARTICLE XXXIII, Longevity

TOWN LAST BEST OFFER: In each fiscal year, all eligible employees shall have the following steps added to their base pay:

1. Effective and retroactive to July 1, 2021, Firefighters, Lieutenants and Assistant Chiefs with ten (10) years or more of service will have their longevity increase from Nine Hundred Dollars (\$900) to One Thousand Dollars (\$1,000) per year.
2. Firefighters, Lieutenants and Assistant Chiefs with fifteen (15) years or more of service, One Thousand Eight Hundred (\$1,800) Dollars per year.
3. Firefighters, Lieutenants and Assistant Chiefs with twenty (20) years or more of service, Two Thousand Seven Hundred Dollars (\$2,700) per year.
4. Firefighters, Lieutenants or Assistant Chief with twenty-five (25) years or more of service, Three Thousand Six Hundred (\$3,600) per year.

5. Effective and retroactive to July 1, 2021, Fire Master Mechanic and Mechanic with twenty-five (25) years or more of service, will have their longevity increase from Nine Hundred Dollars (\$900) to One Thousand Dollars (\$1,000) per year.

UNION LAST BEST OFFER: In each fiscal year, all eligible employees shall have the following steps added to their base pay:

1. Firefighters, Lieutenants, Fire Mechanic, Fire Master Mechanic, and Assistant Chiefs with ten (10) years or more of service, One Thousand Dollars (\$1000) Per Year.
2. Firefighters, Lieutenants, Fire Mechanic, Fire Master Mechanic, and Assistant Chiefs with fifteen (15) years or more of service, Two Thousand Dollars (\$2,000) Dollars Per Year.
3. Firefighters, Lieutenants, Fire Mechanic, Fire Master Mechanic, and Assistant Chiefs with twenty (20) years or more of service, Three Thousand Dollars (\$3,000) Per Year.
4. Firefighters, Lieutenants, Fire Mechanic, Fire Master Mechanic, and Assistant Chiefs with twenty-five (25) years or more of service, Four Thousand Dollars (\$4,000) per year.

AWARD: The Panel awarded the Union's last best offer. The current longevity amounts are \$900 for ten years of service, \$1,800 for 15 years, \$2,700 for 20 years, and \$3,600 for 25 years. The Town proposed to increase longevity for ten years of service from \$900 to \$1,000, and also to increase the longevity for Fire Master Mechanic and Mechanic with 25 years of service from \$900 to \$1,000. The Union proposed to increase longevity from \$900 to \$1,000 for ten years of service, from \$1,800 to \$2,000 for 15 years, from \$2,700 to \$3,000 for 20 years, and from \$3,600 to \$4,000 for 25 years. The Union also proposed that these increases apply to all employees, including the Fire Master Mechanic and Mechanic. Without any substantive discussion, the Panel concluded that the Union's last best offer was reasonable and in the public interest.

M. ISSUE 25: ARTICLE XXXIX, Health

TOWN LAST BEST OFFER: Firefighters, Lieutenants and Assistant Chiefs shall be provided 1 hour per shift for in house voluntary physical training while on duty.

UNION LAST BEST OFFER: Current contract language.

AWARD: The Panel awarded the Union's last best offer. The Town had proposed to eliminate the current contract language that provided for YMCA memberships for employees and their families. The cost of those memberships is \$25,000 annually, and the utilization of the YMCA has been relatively low. In addition, each station has its own workout room and equipment, so the Town argued that the \$25,000 could be better used for other wellness-related purposes. The Union presented testimony from employees and their families who use the YMCA, and the value of that benefit to them. In addition, the Union presented evidence that the Town had provided the memberships for over 20 years. The Panel found that the Town had not established a sufficient reason to change the benefit, and thus awarded the last best offer of the Union.

N. ISSUE 26: ARTICLE (NEW), Mutual Aid Staffing

TOWN LAST BEST OFFER: No language.

UNION LAST BEST OFFER: All land-based emergency units when responding to an emergency out of town shall have one officer and three firefighters. If the firefighters are expected to enter an IDLH atmosphere there shall be an Assistant Chief and Aide from Fairfield present at the incident for command and control.

AWARD: The Panel concluded that this issue was not arbitrable. The Panel found that the Union had not established that the Town's current practices on mutual aid presented a legitimate health or safety concern. For example, the Town presented evidence that it currently responds to calls for mutual aid with four Firefighters, and the Union did not identify any situations where the Town's practice resulted in unsafe conditions.

O. ISSUE 27: APPENDIX A-1 – WAGE SCALES

TOWN LAST BEST OFFER: Update wage scales by applying GWI percentages and Step 6 from Issues 12-15.

UNION LAST BEST OFFER: Update wage scales by applying General Wage Increases from Issues 12-15.

AWARD: Pursuant to Issues 12, 13, 14, and 15 above, the Panel awarded the Town's last best offer. See above.

P. ISSUE 28: APPENDIX A-2

TOWN LAST BEST OFFER: Update wage scales by applying GWI percentages and Step 6 from Issues 12-15. Effective and retroactive to July 1, 2021, the Town will compensate the Fire Mechanic according to the wage scales and steps that apply to the rank of Lieutenant.

Effective and retroactive to July 1, 2021, the Town will compensate the Fire Master Mechanic at a rate of pay that is halfway between the wage scales and steps that apply to the ranks of Lieutenant and Assistant Chief.

In addition, each Fire Mechanic shall receive an annual stipend in the amount of \$2000 and each Fire Master Mechanic shall receive an annual stipend of \$4000 in recognition of the vital support that each gives to the First Response capabilities of the Fire Department on a twenty-four hour basis each day. Such stipends shall be paid weekly on a pro-rated basis over each fiscal year.

UNION LAST BEST OFFER: Fire Mechanic shall be compensated at the rate of Lieutenant for the duration of this collective bargaining agreement. Fire Master Mechanic shall be compensated at rate that is the average, in terms of compensation, of Lieutenant and Assistant Chief for the duration of this collective bargaining agreement. (e.g., Lieutenant is compensated at 90,000 and Assistant Chief is compensated at 120,000. The Fire Master Mechanic is compensated at 105,000)

Update wage scales by applying the Union's Last Best Offer on Issue 28 as well as the General Wage Increases from Issues 12-15.

AWARD: The Panel awarded the Town's last best offer. The Parties' last best offers were essentially the same with regard to the pay for the Mechanic and Master Mechanic. For example, both Parties proposed to pay the Mechanic at the level of a Lieutenant, and to pay the Master Mechanic a rate between Lieutenant and Assistant Chief, with both adjustments

retroactive to July 1, 2021. The only difference in the proposals was that the Town retained the stipends of \$2,000 and \$4,000 in the current contract while the Union proposed to delete the stipends. The Panel found that the Town's last best offer was in the public interest.

III. CONCLUSION

The Award represents a typical interest arbitration award where both Parties were awarded their last best offers on certain issues. As can be seen from the Award, the Panel repeatedly referenced the public interest in the discussion of each issue, and rendered decisions based on what the Panel determined to be in the best interest of the public. The three arbitrators on the Panel are each highly experienced in interest arbitrations in Connecticut, and thus have a good understanding of the issues involved in this case. In addition, both Parties presented volumes of evidence in the form of testimony and exhibits that were considered by the Panel. As such, the Panel rendered an Award that is reflective of the evidence presented, but also is based on a broader view of the issues impacting fire service in both the Town and the State. While either Party may dispute a decision on individual issues, the Award as a whole appears to be fair and objective.