

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between:

TOWN OF UXBRIDGE

and

UXBRIDGE POLICE ASSOCIATION,
MASSCOP LOCAL 123

ARB-23-10221

Arbitrator:

Timothy Hatfield, Esq.

Appearances:

Joseph S. Fair, Esq. -Representing the Town of Uxbridge

Patrick N. Bryant, Esq. -Representing the Uxbridge Police Association,
MassCOP Local 123

The parties received a full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at a hearing. I have considered the issues, and, having studied and weighed the evidence presented, conclude as follows:

AWARD

The Town did not violate the collective bargaining agreement by paying Detective Tripp at the Detective B rate instead of the Detective A rate, and the grievance is denied.



Timothy Hatfield, Esq.
Arbitrator
September 5, 2025

INTRODUCTION

On September 13, 2023, the Uxbridge Police Association, MassCOP Local 123, (Union) filed a unilateral petition for Arbitration with the Department of Labor Relations (Department). Under the provisions of M.G.L. Chapter 23, Section 9P, the Department appointed Timothy Hatfield, Esq. to act as a single neutral arbitrator with the full power of the Department. The undersigned Arbitrator conducted a virtual hearing via WebEx on February 8, 2024.

The parties filed briefs on April 5, 2024.

THE ISSUE

The parties agreed upon the following issues:

Did the Town violate the collective bargaining agreement by paying Detective Tripp at the Detective B rate instead of the Detective A rate? If so, what shall be the remedy?

RELEVANT CONTRACT LANGUAGE

1. The CBA

The Town and the Union are parties to a collective bargaining agreement (CBA) that was in effect at all times relevant to this arbitration. The CBA that was effective from July 1, 2022 –June 30, 2023 contained the following pertinent provisions:

Article XVI: Section 1 – Compensation (In Part)

The pay schedule of the regular full-time employees of the Police Department shall be on the following weekly basis: ...

Section 1.

Detective A and Sergeant A, Step 1, are based on the 25-year Officer rate. This applies to current detectives, sergeants, and personnel currently on the active sergeant promotional list. When the current promotional list expires, the candidates revert to Sergeant B upon promotion.

Detective B and Sergeant B, Step 1, are based on the 15-year Officer rate.

15-year step is a 1.5% increase over a 10-year step for all grades.

20- year step is a 1.5% increase over a 15-year step for all grades.

Section 2. An officer in his/her first year of service shall be compensated at the rate specified for his/her rank....

2. THE MOU

The MOU dated July 17, 2023 (MOU) between the Town and the Union contains the following pertinent provisions:

This letter is to serve as a Memorandum of Understanding (MOU) between the Town of Uxbridge and the Uxbridge Police Association, Mass C.O.P. Local 123. Based on contract negotiation meetings held on 19 January 2023, 25 January 2023, 15 February 2023 and 22 June 2023, for FY2024 through FR (sic) 2026; both parties agreed to the following:

1. Contractual Pay Increases {Article XVI: Section 1 & 2-Compensation}

c. Remove wording:

“Detectives A and Sergeant A, Step 1, are based on the 25-year Officer rate. This applies to current detectives, sergeants, and personnel currently on the active sergeant promotional list. When the current promotional list expires, the candidates revert to Sergeant B upon promotion.”

“Detective B and Sergeant B, Step 1, are based on the 15-year Officer rate.”

d. Add wording to pay scale:

“Detective A and Sergeant A pay scales, are based on Detectives and Sergeants appointed prior to 1 May 2023. Detective B and Sergeant B pay scales, are based on Detectives and Sergeants appointed after 1 May 2023.”

FACTS

The Police Department

The Town employs patrol officers, sergeants, a lieutenant and a Police Chief in its Police Department. The Lieutenant and the Police Chief are non-unit employees. The Union represents a bargaining unit that includes permanent full-time patrol officers and sergeants, including Kyle Tripp (Tripp or Grievant). Marc Montminy (Chief Montminy) has been the Police Chief at all relevant times.

The Negotiations for the 2022-2023 CBA and the MOU

The negotiations for the CBA took place prior to February 21, 2022, when the CBA was signed. During those negotiations, the Town Manager proposed changing the calculation of pay rates for Sergeants and Detectives. At that time, the pay rates for Sergeants and Detectives were tied to the pay rate of a 25-year patrol officer. The Town Manager believed that someone who was promoted to Sergeant or assigned to Detective should not receive more pay than a 25-year patrol officer, and thus, the Town proposed to base the pay for Sergeants and Detectives on the pay rate of a 10-year officer instead. The Union counter proposed to tie the rate to a 15-year officer, with certain exceptions, and the Town accepted the counter proposal. One of the exceptions that the Union included in its counter proposal was to grandfather individuals who were already sergeants at the higher rate, as well as anyone who was on the active sergeant promotion list

at the time and who was subsequently promoted to Sergeant before the list expired. The Union also sought to grandfather Detective Steve Prior (Prior), who was the only detective in the Department at the time the language was negotiated, at the higher 25-year rate. The parties discussed that Prior would be the only Detective who would receive the Detective A rate pursuant to the new language.¹

Ryan Mastromatteo (Mastromatteo) drafted the following language, and the parties included it, unchanged, in the CBA:

Detective A and Sergeant A, Step 1, are based on the 25-year officer rate. This applies to current detectives, sergeants, and personnel currently on the active sergeant promotional list. When the current promotional list expires, the candidates revert to Sergeant B upon promotion.

In July of 2023, the Union and the Town negotiated an MOU containing, among other terms, pay increases for FY 2024, FY2025, and FY2026. As noted above, the MOU removed the following wording from the CBA:

Detectives A and Sergeant A, Step 1, are based on the 25-year Officer rate. This applies to current detectives, sergeants, and personnel currently on the active sergeant promotional list. When the current promotional list expires, the candidates revert to Sergeant B upon promotion.

“Detective B and Sergeant B, Step 1, are based on the 15-year Officer rate.”

The MOU added the following language:

¹ The Union states in its brief that there was no discussion about the impact of the language on detectives. It also disputes that the language of the agreement regarding the higher A rate only applied to individuals who were on the sergeants promotional list and were subsequently promoted to sergeant, rather than assigned to detective, before the list expired. However, I credit the testimony of the Town’s witnesses on these points, including Mastromatteo, who testified that the parties specifically discussed that only the current detective at that time – Prior – would receive the Detective A rate under the new language. Mastromatteo was the Union’s Secretary/Treasurer, and a note-taker for the Union’s bargaining team during the negotiations.

“Detective A and Sergeant A pay scales, are based on Detectives and Sergeants appointed prior to 1 May 2023. Detective B and Sergeant B pay scales, are based on Detectives and Sergeants appointed after 1 May 2023.

Mastromatteo, who was a member of the Union’s bargaining team for the MOU, believed that the MOU was intended to clarify the use of the Detective A rate and indicate that the Detective A rate was only supposed to apply to Detective Prior.²

The Promotional Process

The process for promoting an officer from the rank of patrol officer to the rank of sergeant is governed by a written promotional policy. The policy includes, among other steps, a promotional examination or assessment center, and the production of a list of candidates who are eligible for a promotion. The policy states that “[a]ll promotional candidate lists shall be valid for two (2) years from the assessment date for all ranks.” The Police Chief makes a recommendation for promotion from the list based on criteria that are specified in the promotional policy, and the appointing authority makes the final selection.

On April 29, 2021, the Police Department held an assessment center and generated a list of candidates for promotion to sergeant. The list included Tripp and Mastromatteo along with several other individuals.³ By memo dated April 19, 2023, Chief Montminy announced that Mastromatteo would be promoted to the

² Mastromatteo testified to this effect, and I credit his testimony.

³ The parties dispute the date that the list expired. The Union argues that it expired on May 1, 2023, noting that it took time for the Town to receive the final scores and rankings. The Town claims, as Chief Montminy did when he denied Tripp’s grievance, that the list expired on April 29, 2023. I need not resolve this dispute.

rank of sergeant effective May 1, 2023. After his assignment, the Town paid Mastromatteo at the Sergeant A pay rate.⁴

The Specialty Assignment Process

There are three specialty assignments in the Police Department: Detective, School Resource Officer, and K-9 officer. Each assignment is held by a patrol officer.

The specialty position assignment process is different than the process for promotion to sergeant since an assignment is not a rank promotion. The assignment process begins with the announcement of a vacancy. Interested officers give the Police Chief a letter of interest and documentation that supports their candidacy. The Police Chief and Lieutenant interview the applicants, and then the Police Chief selects the officer and announces the assignment.

The Grievant's 2023 Assignment to Detective

By memo dated January 17, 2023, Chief Montminy announced that Detective Prior would be retiring and a detective special assignment would be open. Chief Montminy stated that officers who were interested in the position should send him a letter of interest and supporting documentation no later than

⁴ In his denial of Tripp's grievance, Chief Montminy stated that the promotional list expired on April 29, 2023, which was two years from the date of the assessment center. Nevertheless, the Town paid Mastromatteo the Sergeant A rate, even though his promotion to Sergeant took effect on May 1, 2023. Chief Montminy testified that it would have been contrary to the spirit of the CBA and the parties' discussions to pay Mastromatteo at the Sergeant B rate simply because the effective date for his promotion to sergeant from the list was delayed until May 1.

February 3, 2023.⁵ The Grievant expressed an interest in the assignment and, on February 8, 2023, Chief Montminy notified him that he would be “assigned to the Detective position” effective May 1, 2023. By memo dated April 19, 2023, Chief Montminy notified all Department personnel of Tripp’s new assignment. Thereafter, the Town paid Tripp at the pay rate for Detective B.

The Grievance

Tripp believed that he should have been paid at the contractual pay rate for Detective A rather than Detective B because he was a “current detective within the contractual agreement.” On May 24, 2023, Tripp filed a grievance requesting that his pay rate be adjusted to the Detective A rate. Chief Montminy denied the grievance on May 30, 2023, which resulted in this arbitration.

POSITIONS OF THE PARTIES

THE UNION

The Union argues that there are multiple ways in which the plain language of the CBA supports the application of the Detective A rate to the Grievant’s pay. First, the Detective A rate applies to “current detectives.” Tripp was not a detective at the time the CBA was signed, but he was a “current detective” while the CBA was in effect. Also, the fact that the word “detective” is plural rather than singular, shows that the provision can apply to more than one person.

Second, the CBA states that the Detective A pay rate applies to “personnel currently on the active sergeant promotional list.” Tripp was on the list at the time

⁵ Chief Montminy’s letter was incorrectly dated February 23, 2024, rather than 2023.

the CBA took affect and at the time he was assigned as detective. Had the parties intended to omit listed candidates from receiving the grandfathered pay rate, they would have phrased the language differently, by saying: "Detective A applies to current detectives and Sergeant A applies to current sergeants and personnel currently on the active sergeant promotional list."

Third, even if the arbitrator were to consider extrinsic evidence, which he need not, the parties' bargaining history confirms Tripp's entitlement to Detective A pay. At the negotiations, the parties did not focus on the application of the language to newly-assigned detectives, but rather, on benefiting the individuals who endured the arduous promotional process and secured a place on the active promotional list.

Finally, subsequent bargaining history affirms the Union's interpretation of the disputed language. While subsequent bargaining history may not be as probative as the bargaining history that produced the disputed language, it can provide useful insights into the meaning of the language. Here, the subsequent bargaining occurred in response to the grievance at issue and was intended to clarify the language.

The new language shows that the parties always intended to apply the Detective A and Sergeant A rates to anyone appointed or promoted from the previous promotional list, or by May 1, 2023, and that the Detective B and Sergeant B rates apply to those promoted or assigned after the life of the CBA. It cannot be interpreted as to apply Detective A pay only to the one detective – Prior – who held the detective assignment at the time the contract was signed.

Further, Tripp was, for all intents and purposes, assigned to detective prior to May 1 since Chief Montminy advised him of the assignment well before that date. Moreover, the Town's claim that Tripp was not assigned before May 1 is inconsistent with its treatment of Mastromatteo, whose promotion took effect simultaneously with Tripp's assignment, and whom it paid at the Sergeant A rate. Additionally, the active promotional list did not expire until after May 1 because the list would not have been finalized before May 1, 2021. Thus, Tripp was appointed while the promotional list, which he was on, was still active.

Conclusion

For the reasons stated above, the Union requests that the grievance be sustained and the Grievant made whole, including compensation improperly withheld, with interest.

THE EMPLOYER

The Union has failed to carry its burden of proof in this case. The Union argues that the language at issue means that anyone who was on the active sergeant promotional list would be paid at the A rate if they were promoted to Sergeant or assigned to Detective before the list expired. However, the sentence that follows, "[w]hen the current promotional list expires, the candidates revert to Sergeant B upon promotion," shows that the provision only applies the higher A rate to individuals on the promotional list who were promoted to Sergeant before the list expired. If the parties intended to apply the Detective A rate to people on the list who were assigned to Detective before the list expired, the second sentence would have said: "[w]hen the current promotional list expires, the

candidates revert to Sergeant B upon promotion or to Detective B upon assignment.” Further, undercutting the Union’s position is the use of the word “promotion” in the second sentence. Detectives are assigned, not promoted. Thus, the provision can only apply to those who are promoted to sergeant rather than assigned to detective before the list expires.

Second, paying Mastromatteo at the Sergeant A rate reflects the spirit of the agreement, as well as the language of the provision, and does not show bias toward Tripp or disparate treatment. Tripp’s placement on the list would only merit the higher pay rate if he had been promoted to sergeant before the list expired.

Third, the bargaining history of the provision supports the Town’s position. All three of the Town’s witnesses - including Mastromatteo, a member of the Union’s bargaining team - credibly testified that the intent of the language was to grandfather three categories of individuals at the higher rate: 1) those who were already sergeants; 2) Detective Prior, who was already a detective; and 3) the individuals who were on the active sergeants promotional list and were subsequently promoted to sergeant before the list expired.

Next, the Arbitrator should ignore the MOU that the Town and Union signed on July 17, 2023, two months after Tripp filed his grievance. The MOU does not apply to Tripp because it did not exist when he filed his grievance, and thus, its consideration is beyond the scope of this arbitration. However, if the Arbitrator decides to consider the MOU, he should examine Mastromatteo’s unrebutted testimony regarding its meaning. Mastromatteo testified that the parties agreed to the MOU to “eliminate the cluster” that the Detective A rate had created and make

it clear that the Detective A rate “was only supposed to apply to Steve Prior.” Mastromatteo was a Union official who was a member of the bargaining team for both the CBA and the MOU. As such, his testimony constitutes an admission by a party opponent that Tripp was not entitled to be paid at the Detective A rate.

Conclusion

For the reasons stated above, the Employer submits that the Union failed to meet its burden of showing that the Town violated the CBA by failing to pay Detective Tripp at the Detective A rate, and requests that the grievance be denied.

OPINION

As this is a contract interpretation case, I must first decide if the language of Article XVI, Section 1, is clear and unambiguous. If it is, my decision must be based solely on the plain language of the CBA. However, if I find that the language is ambiguous, I may use additional evidence such as bargaining history to decipher the parties’ intent.

The disputed language at issue states that:

Detectives A and Sergeant A, Step 1, are based on the 25-year Officer rate. This applies to current detectives, sergeants, and personnel currently on the active sergeant promotional list. When the current promotional list expires, the candidates revert to Sergeant B upon promotion.

Both parties claim that the plain language of the agreement supports their position. The Union argues that the language applies Detective A pay to individuals who are “current detectives” during the life of the agreement, as well as to “personnel currently on an active sergeant promotional list.” Tripp was assigned to detective during the life of the contract and while he was on the active sergeant promotional list; thus, he qualifies for Detective A pay. The Employer focuses on

the second sentence which refers to promotions and Sergeant B pay and does not mention assignments or Detective A pay.

For the following reasons, I find that the language of the contract is ambiguous. First, the parties did not clarify whether the word “current” means on the day the contract was signed, or during the time that the contract is in effect. Second, while the language applies to “current detectives,” the word “current” does not precede the word “sergeants.” Third, the 2nd sentence in the paragraph does not plainly state that “personnel currently on the active sergeant promotional list” receive the higher pay *only* when they are promoted (or arguably) assigned. Thus, the 2nd sentence, read alone, could be interpreted to qualify everyone on the list to the higher pay rate. Finally, and most significant for this arbitration, is the absence of any wording that specifies whether the higher rate only applies to officers who on the list and who are promoted to sergeant, or whether it also applies to officers on the list who are subsequently assigned to detective. Thus, I turn my attention to other factors such as the bargaining history of this provision to help resolve the dispute.

As previously noted, I have credited the testimony of Mastromatteo, a Union officer and a member of the Union’s negotiating team, who testified without rebuttal that the parties intended the language to grandfather individuals at the higher rate who were already sergeants, as well as anyone who was on the active sergeant promotion list at the time and was promoted to Sergeant before the list expired. Mastromatteo also testified that Prior would be the only Detective who would receive the Detective A rate pursuant to the new language. The Union presented

no witnesses who were present at the negotiations and testified that the parties intended to apply the higher rate to anyone who “endured an arduous promotional process” and to “[reward] people who went through the hassles of preparing for the promotional assessment center” irrespective of whether they subsequently received a promotion to sergeant or an assignment to detective. Additionally, no one testified that the parties intended the phrase “current detectives” to include anyone who became a detective during the life of the contract. Thus, the bargaining history clearly shows that the parties intended to apply the higher rate to individuals who were already sergeants, already a detective, or were promoted to sergeant from the active sergeant promotional list before the list expired.

In short, Tripp did not qualify for the Detective A pay rate because he was not a current sergeant and was not promoted to sergeant off the active sergeant promotional list. Also, Mastromatteo’s testimony makes clear that the parties only intended to grandfather Detective Prior at the higher rate, not someone who was assigned to detective after Prior retired. Thus, Tripp is not entitled to the Detective A higher pay as a “current” detective. Because the bargaining history contravenes the Union’s position, it has failed to carry its burden of proof that the Town violated the CBA by paying Tripp at the Detective B rate.⁶

⁶ Because I find that the relevant contractual language only applies to individuals who are promoted to sergeant, I need not address any differences between the Town’s treatment of Tripp and its treatment of Mastromatteo based on the effective date of both assignments in relation to the expiration date of the promotional list. Simply put, the language of the contract does not apply to someone on the active promotional list who was subsequently assigned to detective. Consequently, the fact that the Town treated Mastromatteo differently than Tripp by applying “the spirit” of the agreement to his appointment date is immaterial.

Even if the bargaining history did not illuminate the meaning of the disputed language, the phrasing of the third sentence of the disputed paragraph does not support the Union's position. The third sentence reads: "[w]hen the current promotional list expires, the candidates revert to Sergeant B upon promotion." When read together with the second sentence, it is clear that the personnel on active sergeant promotional list only receive the higher pay rate when/if they are promoted to sergeant before the list expires. The reference in the third sentence to the word "promotion" necessarily limits its application to those who are "promoted" to sergeant, not to those who are assigned to detective. And the reference to "Sergeant B," rather than "Sergeant B and Detective B," shows that the individuals on this list must be holding a Sergeant position, rather than a detective assignment. Finally, there is no reason for rewarding candidates on a sergeants list for subsequently moving into a position or assignment other than Sergeant.

AWARD

The Town did not violate the collective bargaining agreement by paying Detective Tripp at the Detective B rate instead of the Detective A rate, and the grievance is denied.



Timothy Hatfield, Esq.
Arbitrator
September 5, 2025