

TOWN OF FRAMINGHAM, MA AND FRAMINGHAM POLICE OFFICERS UNION
JLMC-11-03P

SUMMARY OF FINDINGS

June 7, 2012

Issue No. 1 – Article 30: DURATION & EVERGREEN CLAUSE

The Agreement shall be for three years, beginning July 1, 2008 and ending June 30, 2011.
The parties shall include an "Evergreen Clause" in the new Agreement.

Issue No. 2 – WAGES

The following wage adjustment shall be made for a three-year agreement:

FY09 = 0%

7/1/09 = 1%

6/30/10 = 1%

7/1/10- = 1%

Issue No. 3 – ARTICLE 13, SECTION 3(a): Sick Leave

There shall be no change in Article 13, Section 3(a).

Issue No. 4 – ARTICLE 13, SECTION 3(b): Sick Leave

There shall be no change in Article 13, Section 3(b).

✓ **Issue No. 5 – New Article: Civilianization of Certain Positions**

The Town's proposal shall be adopted.

Issue No. 6 – Article 8, Section 4: Contract Days

Article 8, Section 4 shall be deleted.

Issue No. 7 – Article 5, Section 1: Grievance Procedure

There shall be no change to Article 5, Section 1

Issue No. 8 – Article 15, Sections 1&2: Cleaning & Clothing Allowance

The Union's proposal on Article 15, Section 1&2, shall be adopted.

Issue No. 9 – (New Article): Stipend Rollover

There shall be no new article dealing with stipend rollover.

Issue No. 10 – (New Article): Non-Quinn Fairness Stipend

The Union's proposal is rejected.

Framingham Police Officers Union	Interest Arbitration Opinion & Award
-and-	JLMC Case No. 11-03P
Town of Framingham, Massachusetts	June 7 2012

In a letter dated September 13, 2011, the Joint Labor Management Committee (JLMC) ordered the Town of Framingham, Massachusetts and the Framingham Police Officers Union to engage in an interest arbitration over the outstanding issues. The Union Member of the Panel was Paul Birks, the Town Member was Paul Blazar, and the Neutral Member was Bruce Fraser

On February 16, 2012 an Interest Arbitration hearing was held in Framingham, MA between the Framingham Police Officers Union and the Town of Framingham, MA. The Union was represented by Alan McDonald, Esq., and the Town was represented by Christopher Brown, Esq. Post-hearing briefs were received by the panel members by April 5, 2012 and reply briefs were received by April 18, 2012.

On May 21, 2012, the Panel met and discussed each of the issues before it. As a result of this meeting, the Panel reached a unanimous decision on all of the issues presented. The arguments by both parties are presented below followed by the Panel's finding.

The following issue were submitted to arbitration:

1. Duration and Evergreen Clause
2. Wages
3. Family Sick Days
4. Sick Leave Physician Certificate
5. Civilianization of Certain Positions
6. Contract Days
7. Grievance Procedure
8. Clothing Allowance
9. Stipend Rollover
10. Non-Quinn Fairness Stipend

In reaching our decision, the Panel considered the following provisions of c.589 of the Acts of 1987:

1. Such an award shall be consistent with: (i) section twenty-one C of chapter fifty-nine of the General Laws, and (ii) an appropriation for that fiscal year from the fund established in section two D of chapter twenty-nine of the General Laws;
2. The financial ability of the municipality to meet costs;
3. The interests and welfare of the public;
4. The hazards of employment, physical, education and mental qualifications, job training and skills involved;
5. A comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with other employees performing similar services and with other employees generally in public and private employment in comparable communities;
6. The decisions and recommendations of the factfinder, if any;
7. The average consumer prices for goods and services, known as the cost of living;
8. The overall compensation presently received by the employees, including direct wages and fringe benefits;
9. Changes in any of the foregoing circumstances during the pendency of the dispute;
10. Such other facts, not confined to the foregoing, which are normally traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediate, factfinding, arbitration or otherwise between parties, in the public services or in private employment;
11. The stipulation of the parties;

ISSUE NO. 1 – Article 30: DURATION & EVERGREEN CLAUSE

Position of the Union

The Union proposes the following amendment to Article 30:

The Provisions of this Agreement will be effective ~~July 1, 2004~~ July 1, 2008 and will continue and remain in full force and effect through ~~July 30, 2007~~ June 30, 2011 and shall be automatically renewed from year to year thereafter unless at least ninety (90) days prior to the expiration date either party notifies the other in writing of its desire to terminate this Agreement. Notwithstanding the foregoing, the parties agree that due to the extensions of bargaining for this agreement beyond the notification date identified above, they will commence bargaining for a successor to this Agreement upon its execution. This Agreement shall remain in force and effect until a successor Agreement is reached.

The Union argues that an “evergreen clause” that it proposes is beneficial for harmonious labor relations but is now even more important, since the SJC ruled that the arbitration clause is no

longer effective, once the Agreement has expired. Moreover, given the time delays for various reason that beleaguer public bargaining, there is all the more reason to insure continuity in the relationship.

Position of the Town:

The last Collective Bargaining Agreement expired on June 30, 2008. The Town will agree to commence bargaining for a successor agreement upon approval of the panel award by Town Meeting. It consider it unproductive to renegotiate a successor agreement before the parties have an existing agreement on which to base their proposal.

The Town continues that although the Union has proposed an "evergreen clause" (in the last sentence of the Union's proposal), it was never proposed in bargaining and thus should not be considered here.

Discussion

There was agreement on the duration of the new Agreement being three years although the wage increases differed significantly. The Panel felt that the lack of an evergreen provision gave the Town a new advantage in bargaining, one that tilted the playing field even more.

Recommendation No. 1

The Agreement shall be for three years, beginning July 1, 2008 and ending June 30, 2011.
The parties should include an "Evergreen Clause" in the new Agreement.

ISSUE NO. 2 – WAGES

Proposals of the Parties

Fiscal Year	Union	Town
FY 2009	0% COLA; All gaps on existing schedule increased by 0.75%. Officers shall advance to the next successive step on each anniversary date following date of hire	No Change
FY 2010	2% COLA, effective July 1, 2009 for all steps	1% COLA, effective 6/30/10
FY 2011	2% COLA, effective July 1 2010 and a 2% COLA effective July 30, 2011 for all steps	1% COLA, effective 7/1/10

Position of the Union

The Union begins by stressing the relevance of external settlements in these interest proceedings, particularly communities performing similar services. It asserts that there is a remarkably consistent pattern of settlement for police contracts throughout eastern Massachusetts, a pattern which should be adopted by the Panel. From the 19 communities meeting the criteria of being within Route 495 and having a population of over 50,000, a clear pattern emerged:

FY2009 Average base wage increase was 2.6%

FY2010 Average base wage increase was 2.3%

FY2011 Average base wage increase was 2.4%

with a cumulative average increase of 7.3%, well in excess of the 2% offered by Framingham.

In addition, the Union points out that for the 9 communities for which base wage data was found, Framingham police officers are next to last in top step base wage pay. While the Town proposal for FY2009 of 0% would leave it placed next to last, an award of 0.75% would bring patrol officers (except at the first step and top step) to the middle of the 9 comparable units.

In FY11, the Town's proposed increase would position it fourth-from-last of 14 comparable communities whereas the Union's base wage proposal would move the Framingham officer into the middle of the group. Given that many of these communities have not settled FY11 wages, there is a good chance Framingham will end up even further back. The Union contends that the Panel should adopt its wage proposal which will keep it in the middle of the comparables, and hopefully will keep officers from transferring to communities which pay officers better.

The Union continues that the internal settlement with other Town units do not form a pattern and are not controlling. First, it argues that since there is mandatory arbitration for police and fire but not for other unions, a pattern of the others should not be considered as a bar to different treatments, where it is warranted. Second, the law governing these arbitrations does not place particular emphasis on internal settlements. Third, the pattern can be broken when there are needs not relevant to the other unions that need to be addressed. The Union suggests that one such need is to separate the top base wage of a patrol officer and a civilian dispatcher, presently at 0.4%, which must be increased, while the difference between a patrol officer and a sergeant is 40.4%, which must be decreased.

The Union asserts that the so-called pattern alleged by the Town is not the case. It presents the details of the internal contract settlements to show that these were all different, some higher than the proposal offer to the patrol officers, and points out that the offer at issue here is the lowest of any made to the Town's unions. It goes on to argue that there is a fundamental distinction between the police and most other municipal employees, namely, that they are at a substantially greater risk of serious occupational injury or death than are other municipal employees and bear a greater responsibility. Along with firefighters, they should receive economic reward which reflects these differences.

Continuing, the Union rejects the Town's claim that it cannot afford the Union's proposed wage increase. Moreover, it argues that the cost of funding a contract because of economic reasons is not a controlling one, as many arbitrators have reasoned, and in this case, the Town has not provided relevant evidence. To say that the "Town does not have the ability to pay for a particular item is simply another way of saying that the Town has chosen to use its revenue to pay for a different item." The Town did not dispute: the excellent Aa2 (Moody's) bond rating; its \$2 million dollars of FY11 Free Cash; its nearly \$2 million in additional, unbudgeted, available cash due in minimal spending on snow/ice this winter; and its FY11 \$5.8 million stabilization fund.

The Union points to the Town's FY13 budget in which there was a budget surplus of \$247,328, a total increase in revenue from taxes of nearly \$5 million, and other positive items such as \$3.75 million more in state aid than in FY12, a small decrease of local receipts at around \$600,000, and \$768,060 more available in Free Cash in FY12 than in FY 11. In short, this is a picture of a Town with strong and stable finances, one able to fund the Union's proposal.

Turning to the relevant CPI data, the Union states that the index from July 2007 through June 2011 was on average 8.9, which is in line with the 6% across the board plus the 3.75% effective increase to the top step, resulting from its proposal to increase the gaps between the steps. In short, the Union's proposal would have the top step of the salary scale keep pace with inflation during this period.

Position of the Town

The Town stresses that the settlements of the other bargaining units in the Town are critical to its proposal here. The Town has been consistent with respect to wage settlements, to wit:

FY2009: No town unit received a COLA;

FY2010: All units received a 1% increase, effective 7/1/09; a 1% increase, effective 6/30/10;

FY2011: No town unit received a COLA greater than 1%.

and argues that the Panel should retain this consistency.

It further points out that should the Panel grant increases greater than shown above, each unit that has not settled, and those units that have settled with a wage reopener in FY2010 would demand the same amounts. This strain on the Town resources of hundreds of thousands of dollars would impair the Town's ability to provide basic services, assuming the Town meeting would even approve the award under such circumstances.

The Town continues that it is crucial in any comparison with another unit to consider all the wages and benefits of each, for example, the various stipends, Quinn Bill stipend, and the availability of detail and overtime work. In addition, it asserts that comparisons to school bargaining unit members is not reasonable, since the employers of the two units is different and the rules of approval of a budget are different.

The Town points to its generous funding of the police unit in the past, but contends that the economic situation has required a much less generous proposal. Although the economy appears to have turned the corner and is headed up, the recovery will not be complete for several years, during which time the Town must be fiscally conscious and husband its resources. The Town presented 7 factors to show how the financial status has deteriorated during the pendency of the negotiations.

Another factor raised by the Town is the comparison with other communities. It points out that the similarities between the towns selected by the Union and Framingham rests on two factors: population of more than 50,000; within Route 495. For example, the Financial Flexibility Data Report, published by DOR Division of Local Service, calculated that Cambridge, a comparable city, to have Available Resources of 41% while Framingham has a mere 3%.

Continuing, the Town presents data comparing the police units in 9 other communities with its police units on a variety of factors: base wage for a top step patrol officer, its historical and present relationship to the other 9 communities, and the quality and co-pay of the health insurance provided the units. It concludes that from this analysis of "comparable communities" that the Town's wage proposal will continue to be commensurate with that offered to patrol officers in these 9 communities.

Discussion

One can see that there are a number of interconnecting issues raised in connection with the wage increase, some clear, some less clear. The Panel considered them and concluded that a fair, reasonable wage increase for this Agreement was the following:

FY09 = 0%
 7/1/09 = 1%
 6/30/10 = 1%
 7/1/10- = 1%

Recommendation No. 2

The Panel finds that the following wage adjustment shall be made for a three-year agreement:

FY09 = 0%
 7/1/09 = 1%
 6/30/10 = 1%
 7/1/10- = 1%

ISSUE NO. 3 – ARTICLE 13, SECTION 3(a): Sick Leave

Position of the Town

The Town proposes adding administrative controls to the use of “family sick days,” by amending Article 13, Section 3(a), as follows:

Employees covered by this Agreement shall be allowed sick leave with pay for their own non-duty related injuries or sickness... An employee may use up to five (5) days per year of his/her accumulated sick leave to care for a member of his/her “immediate family”... The administrative controls set out in Section 3(b) shall not apply to such use, **but the Chief in his or her discretion may require a medical certificate from the ill family member’s physician, setting forth the nature of the illness and certifying the need of the employee to stay at home.** [Bold text is the addition.] Note: This addition is different from what the Town proposed at the hearing.

Position of the Union

The Union rejects that Town’s proposal of eliminating the existing benefit of using up to 5 days of sick leave to care for a member of the immediate family. It suggests that the Town’s reasoning for this proposal seems to be the alleged misuse of sick leave by a single officer who appeared to have used sick leave days to prolong his vacation. It is not convinced by this data. More importantly, it argues that this important benefit should not be eliminated without substantive evidence of pervasive abuse. Moreover, it asserts that this proposal is inconsistent with public policy.

Discussion

The impetus for this change is the alleged need for more administrative control by the Town over the use of sick days. However, the abuse being challenged was apparently associated with a very few officers. There was no showing that this type of behavior was widespread or that existing means, such as the application of discipline, would not suffice to stem the problem. The Panel felt that, given the circumstances, it would be unreasonable to take away this benefit.

Recommendation No. 3

The Panel finds that there should be no change in Article 13, Section 3(a).

ISSUE NO. 4 – ARTICLE 13, SECTION 3(b): Sick Leave

Position of the Town

The Town also proposes changing sick leave language to allow the Police Chief to require a physician's certificate regarding absences at any time, by amending Article 13, Section 3(b) as follows:

~~The Chief may require a physician's certificate when an employee is absent for three (3) consecutive days or is absent on five (5) separate instances in a contract year.~~

The Chief may require that the certificate be from a physician designate by the Town. In such case, the Town shall pay for the examination and the report. If the Chief accepts a certificate from the employee's physician, the employee shall pay for the examination and the report.

The Town states that the reason for this proposed change is to obtain reasonable administrative controls on the misuse of sick leave days, over and beyond the current triggers of 3 days in a row or 5 instances in a year for individual officer's use of leave. The Town contends that the personnel leave-tracking records illustrate the misuse that is occurring, where family sick leave and sick leave below the threshold where a physician's note are required is used by a small majority of officers to extend time off for holidays, weekends and vacation.

It points to the testimony of Chief Carl, who stated that misuse of sick leave is a major contributor to the department's staffing issue, principally for two reasons: the Chief cannot deny sick leave and sick leave is usually requested at the last minute, forcing the department to scramble to find someone to work the shift, usually at overtime rates.

Position of the Union

The Union states some of the same argument as in Issue No. 3, rejecting the contention of the Chief that these absences in Exhibit O were far from conclusive. Moreover, the Union asserts that what the Town is seeking here is outside the norm: in the comparable communities, only 3 permit such unfettered discretion by the Chief while 8 do not, and instead, require a doctor's certificate after a period of time, absent other factors such as a suspicious pattern or repeated absence of a short duration. In addition, the Town has not shown that it cannot rein in such putative abuses through other managerial controls or disciplinary measures.

Discussion

The Panel agrees that there was not a convincing showing of significant abuses or that the abuses shown could not have been adequately addressed by meting out discipline. To take this right of

the Union away when only a very few are alleged to have played the system is, in our view, not justified.

Recommendation on Issue No. 4

The Panel rules that there shall be no change in Article 13, Section 3(b).

Issue No. 5 – New Article: Civilianization of Certain Positions

Position of the Town

The Town proposes that it be allowed to civilianize the following positions without additional bargaining: detail/evidence officer, crime analyst, and aide to the chief. The Town proposes that such civilianization will not occur until the officers currently filling these positions voluntarily vacate them. However, nothing shall prevent the Chief of Police from removing or reassigning said officers for just cause.

The Town argues that these positions will be difficult to fill when they become vacant, and by civilianizing the positions, the Town would save salary and benefits that could be used to hire more entry level patrol officers which would maintain the membership of the Union as well as helping with staffing issues.

Position of the Union

The Union contends that the Town has not justified its proposal. There is no apparent problem in any of these positions and thus no solution is called for. Moreover, there is no evidence that any of the comparable communities have this arrangement. The Union requests that the proposal be rejected.

Discussion

The Panel finds merit in the Town's plan to civilianize several positions. However, it makes this finding with the understanding that the money previously used to fund the positions will be used to hire more patrol officers.

Recommendation No. 5

The Panel finds the Town's position be adopted.

Issue No. 6 – Article 8, Section 4: Contract Days

Position of the Town

The Town proposes eliminating contract days for officers who are scheduled to work both Christmas & New Years (eve and day), by deleting Article 8, Section 4.

~~No employee shall be scheduled to work both Christmas and New Year's Day (Christmas and New Year's Eve for the 3:45 pm to 12:10 am shift). Those employees whose regular schedule provides for both of the above holidays off, shall continue to be off.~~

The purpose of this change is to help address the staffing issue of the department. In some cases, the staffing shortages are often severe on these holidays, for example, when this past Christmas, the Chief had to drive a patrol car so that no officer would be forced to work.

Position of the Union

The Union rejects the Town's proposal on the basis that there was no substantive basis for the deletion of the provision, only some vague, unspecified scheduling problems over these days.

Discussion

The Panel believes that the elimination of contract days will have a positive effect on the staffing shortages that rise during the holidays.

Recommendation No. 6

The Panel finds that Article 8, Section 4 shall be deleted.

Issue No. 7 – Article 5, Section 1: Grievance Procedure

Position of the Union

The Union proposes amending Article 5, Section 1 as follows:

A grievance shall be defined as any dispute arising out of the interpretation, application, violation, or meaning of this Agreement, ~~but shall not include any matter as to which an employee shall have a right of appeal or review under Civil Service Laws.~~ If an employee grieves a dispute that is also covered by Civil Service Law, he/she thereby waives any further of appeal or review of the same matter under such law.

The Union presents three reasons for its recommendation by the Panel. It argues that “just cause” is an essential element of fairness in disciplinary action, and to exclude this standard for certain disciplinary actions is simply unfair. It notes that the JMLC has held that the just cause standard has been widely accepted and shared in both the public and private sectors for many years and arbitration is viewed as quicker and less expensive. And, it suggests that the quality of an arbitrator’s is more likely to be accepted by the parties. Finally, most of the comparable communities have a “just cause” standard for all discipline as do the Superior Officers and Dispatchers in Framingham.

Position of the Town

The Town contends that the Union’s proposal is not warranted and is just a transparent attempt to allow its members to forum shop to obtain sympathetic private arbitrators. Besides, arbitration is more expensive for both parties and there is no evidence that shows that civil service is unfair in any way. When it comes to civil service, the Town states that the parties should be all in or all out. Cherry-picking the grievance forum should not be permitted.

Discussion

The Panel recognizes that there are arguments on both side of this issue but believes that this change from the status quo should not be imposed on the parties. Rather, they should negotiate a change, if any, in their next round of bargaining.

Recommendation No. 7

The Panel finds that there shall be no change to Article 5, Section 1

Issue No. 8 – Article 15, Sections 1&2: Cleaning & Clothing Allowance

Position of the Union

The Union proposes deleting Sections 1 and 2 of this Article, effective July 1, 2010, and replacing it with an increase of 2% in base pay at each step of the wage schedule

Article 15

Section 1

~~Each employee shall receive an annual clothing and cleaning allowance as follows:~~

~~—— FY 2005 Six hundred dollars (\$600.00)~~

~~—— FY 2006 Seven hundred dollars (\$700.00)~~

~~—— FY 2007 Seven hundred fifty dollars (\$750.00)~~

Section 2

~~Any employee who is promoted in rank shall receive an additional one hundred and fifty dollars (\$150.00) in the contract year in which the promotion occurs to purchase necessary uniform items.~~

The Union notes that the Town has already made this conversion for the Superior Officers, Firefighters, and Fire Deputies. Not only would this precedent support this award, but the state's retirement law no longer has it included in retirement calculations. The Union further argues that the slight increase in overtime rates is hardly a reason not to award the benefit.

Position of the Town

The Town points out that both of these proposals consist of taking certain stipends and wage augments and rolling them into the base pay thereby increasing the overtime rate of the officers. The wage augmentation proposal alone will increase the overtime rate by 15%. Not only is the overtime budget severely strained as of the arbitration hearing, having to move money to the overtime account lessens the opportunity to fund new positions. As set forth in Exhibit F, the 15% wage augmentation and the COLAs sought by the Union will cost the Town over \$1.4 million to address, \$1.1 million more than the amount budgeted in the FY2012 budget for the increase in employees wages. In addition, the Town points out that the wage augment rollovers into the base pay, reached with the other bargaining units were the results of negotiations where that Town gained concessions from the individual unions. It maintains that such increases should be bargained, not awarded by the panel. Finally, it requests that if the panel considers granting the clothing/cleaning proposal, that it do so on the same terms that this contract change was given to the Superior Officers' unit. (The Town no longer has to buy bullet-resistant vests for members.)

Discussion

The Panel agrees that while the 2% increase in the base salary would result in a slight increase in the overtime rate, it notes that the Town had already made the conversion for the Superior Officers and Firefighters and believes that this prior move supports awarding the increase to the Patrol Officers.

Recommendation No. 8

The Panel rules that the Union's proposal on Article 15, Section 1&2, be adopted.

Issue No. 9 – (New Article): Stipend Rollover

Position of the Union

The Union proposes the following:

Effective July 1, 2010, the additional payments previously made under the following categories will be eliminated: night pay, print and photo pay, hazardous duty pay, weekend pay, defibrillator pay, and accreditation pay. In return, the Town will increase all steps on the wage schedule by 15% in addition to any other increase due to wages.

This is not a new benefit, but one enjoyed by several other Town units and equity would have the Police Union have it as well.

Position of the Town

[Repeating the Town's arguments from the previous proposal]

The Town points out that both of these proposals consist of taking certain stipends and wage augments and rolling them into the base pay thereby increasing the overtime rate of the officers. The wage augmentation proposal alone will increase the overtime rate by 15%. Not only is the overtime budget severely strained as of the arbitration hearing, having to move money to the overtime account lessens the opportunity to fund new positions. As set forth in Exhibit F, the 15% wage augmentation and the COLAs sought by the Union will cost the Town over \$1.4 million to address, \$1.1 million more than the amount budgeted in the FY2012 budget for the increase in employees wages. In addition, the Town points out that the wage augment rollovers into the base pay, reached with the other bargaining units were the results of negotiations where that Town gained concessions from the individual unions. It maintains that such increases should be bargained, not awarded by the panel. Finally, it requests that if the panel considers granting the clothing/cleaning proposal, that it do so on the same terms that this contract change was given to the Superior Officers' unit. (The Town no longer has to buy bullet-resistant vests for members.)

Discussion

The Panel views the rollover of the stipends of 15% increase to the base pay would result in an excessive increase to the overtime rate, especially in the present economy.

Recommendation No. 9

The Panel finds that there shall be no new article dealing with stipend rollover.

Issue No. 10 – (New Article): Non-Quinn Fairness Stipend

Position of the Union

The Union proposes adding the following new article as a “fairness stipend” for the small number of members who do not receive educational incentives benefits but, like those that do receive the incentives, would be working an additional 30 minutes a day.

Bargaining unit employees who do not qualify for educational incentive benefits under the Memorandum of Agreement between the Town and the Union, dated May 17, 2010, but who are required to work beyond the regular work day pursuant to subsection (a) of Paragraph #3 of that MOA shall receive an annual stipend equal to six percent (6%) of their base salary. The payment of the stipend will be made in equal weekly amounts, effective and retroactive to the date that such officers began to work beyond their regular workday pursuant to Paragraph #3 of the MOA, and shall constitute regular compensation for purposes of the calculation of retirement payments due such officers. The payment of this stipend shall be made for any period that eligible officers are working beyond their regular workday, pursuant to subsection (a) of Paragraph #3 of the MOA. If the workday for such officers is reduced to the work schedule contained in subsection (b) of Paragraph #3 of the MOA, the stipend due such officers shall be reduced to three percent (3%) of their base salary, effective the day that such change occurs and shall be paid at that level for any period that such officers are working a schedule of hours under subject (b). If the workday of such officers is returned to the 8 hour and 25 minute level under subject (c) of the MOA, the stipend provided under this Article shall be withdrawn effective with effective date of such return.

The purpose of this provision is intended to fairly compensate officers who are required to work extra time under the MOA dated May 17, 2010, but do not qualify for benefits under the terms of the MOA, and will be interpreted and applied to meet that purpose.

Position of the Town

The Town contends that there is actually no impasse regarding this issue, simply because the matter was settled through the May 2010 MOA between the parties. It argues that now that the Union, through bargaining, had obtained a full funding of the Quinn Bill benefits by the Town, the present proposal takes the position that it is unfair to pay the non-Quinn officers less. The Town states that “paying officers more because they do not qualify for Quinn Bill benefits is inconsistent with the public policy purpose of the Quinn Bill generally and the 2010 MOA in particular. The Panel should reject this proposal.

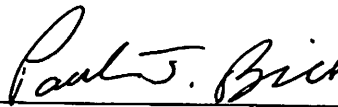
Discussion

The Panel agrees with the Town that, given the parties bargained over the Quinn Bill benefits and a MOA was reached in May 2010 on all outstanding issues, it cannot be heard now, at this arbitration hearing, coming back for a better bargain.

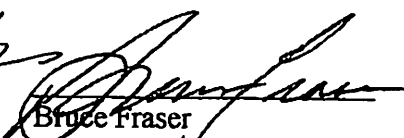
Recommendation No. 10

The Panel rejects the Unions proposal.

Respectively submitted:



Paul Birks
Union Panel Member
Dated June 9, 2012



Bruce Fraser
Chair and Neutral Panelist
Dated: June 7, 2012

Paul Blazar
Town Panel Member
Dated: _____

Discussion

The Panel agrees with the Town that, given the parties bargained over the Quinn Bill benefits and a MOA was reached in May 2010 on all outstanding issues, it cannot be heard now, at this arbitration hearing, coming back for a better bargain.

Recommendation No. 10

The Panel rejects the Unions proposal.

Respectively submitted:

Paul Birks
Union Panel Member
Dated _____

Bruce Fraser
Chair and Neutral Panelist
Dated: June 7, 2012

Paul Blazar
Town Panel Member
Dated: _____