

In the matter of interest arbitration between:

CITY OF WALTHAM

-and-

**LOCAL 161, MASSACHUSETTS COALITION OF POLICE,
AFL-CIO (PATROL OFFICERS)**

JLM-13-3049

ARBITRATION PANEL

Robert M. O'Brien, Esq.	-	Neutral Arbitrator and JLMC Chair
Mayor Dean Mazzarella	-	Management Member
William DeMille	-	Labor Member

Appearances:

For the City of Waltham:

Luke Stanton, Esq.	-	Assistant City Solicitor
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For Local 161, Massachusetts Coalition of Police:

Alan H. Shapiro	-	Attorney
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PROCEDURAL HISTORY

The City of Waltham, (hereinafter referred to as the City) and Local 161, Massachusetts Coalition of Police, AFL-CIO (hereinafter referred to as the Union) are parties to a Collective Bargaining Agreement for the period July 1, 2007 through June 30, 2010. The Union and the City held more than 10 negotiating sessions but were unable to reach a successor contract to the Agreement that expired on June 30, 2012.

On August 12, 2013, the Union filed a petition with the Commonwealth of Massachusetts Joint Labor Management Committee (hereinafter referred to as JLMC or

the Committee) requesting that the Committee exercise jurisdiction over the stalled negotiations. The JLMC exercised jurisdiction and held two mediation sessions that were unsuccessful. On July 13, 2014, the JLMC held a so-called “3A hearing.” The JLMC appointed a subcommittee to discuss the issues in dispute, the positions of the parties, their views regarding how the continuing dispute should be resolved and the mechanism to be followed to reach a final agreement. The subcommittee held a hearing on July 31, 2014, to address these issues.

On September 12, 2014, the Committee advised the Union and the City that there is an apparent exhaustion of processes of collective bargaining, which constitutes a threat to the public welfare. The Committee voted that the dispute shall be submitted to conventional issue-by-issue arbitration to be conducted by a tri-partite panel with a neutral arbitrator serving as the chair of the panel.

The Committee concluded that the issues to be arbitrated will be limited to wages, duration,¹ and the following issues, which were presented at the 3A hearing:

Union

1. Detail rate
2. First/first/day/day shifts
3. Straight last half shifts
4. Specialty compensation
5. Education incentive pay

City

1. Use of all page systems
2. Push back time for signing up for details
3. Restriction on overtime use
4. Half night differential
5. Light/limited duty

¹ The duration of the Collective Bargaining Agreement is no longer an issue. Both sides agreed to a three year Agreement effective July 1, 2010 through June 30, 2013.

On September 24, 2014, the JLMC appointed the undersigned neutral arbitrator chair of the tri-partite panel. The panel convened a hearing on December 16, 2014. Union President Gerard Corbett, City Auditor Paul Centofanti and Chief of Police Keith MacPherson testified at that hearing. The Union and the City submitted documentary evidence in support of their respective positions. Both sides submitted extensive briefs to the panel on January 20, 2015.

Standards to be applied in this interest arbitration.

Chapter 589 of the Acts of 1987 delineated the standard to be applied in this interest arbitration. They are:

- (1) The financial ability of the municipality to meet costs including the following factors (applicable as per the evidence submitted)
 - (i) the city, state reimbursements and assessments;
 - (ii) the city's long and short term bonded indebtedness;
 - (iii) consideration of the average per capita property tax burden, average annual income of members of the community, the effect any accord might have on the respective property tax rates on the city or town.
- (2) The interest and welfare of the public.
- (3) The hazards of employment, physical, educational and mental qualifications, job training and skills involved.
- (4) A comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities.
- (5) The decisions and recommendations of the factfinder, if any.
- (6) The average consumer prices for goods and services, commonly known as the cost of living.
- (7) The overall compensation presently received by the employees, including direct wages and fringe benefits.

- (8) Changes in any of the foregoing circumstances during the pendency of the dispute.
- (9) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between parties, in the public services or in private employment.

There was no decision or recommendations of a factfinder so factor (5) is inapposite here. Neither party submitted evidence regarding the cost of living so factor (6) is not an issue in this interest arbitration.

City of Waltham

Waltham has a population of approximately 62,000 residents. In 2011, the residents of Waltham had a per capita income of \$29,692. For the past 20 years, both Moody's and Standard and Poor's have given the City's municipal bonds their second highest rating, Aa1 and AA+ respectively.

The City derives approximately 84% of its general revenue from its property tax levy and the remainder from state aid. For fiscal year 2014, the City's tax levy was \$159 million; state aid was \$17 million; local receipts were \$55 million; and revenue from other sources was \$3 million.

For fiscal year 2015, the City's total revenue was \$246,510,130. The City's 2015 free cash was \$21.7 million. Its budget was \$234 million, a 4% increase over fiscal year 2014.

Like most municipalities in Massachusetts, Waltham spends more revenue on education than it expends on other services. For fiscal year 2014, the City expended \$77.3 million on education. The Police Department budget was \$13.5 million and the Fire Department budget was \$15.4 million.

In June 2014, Standard and Poor's Ratings Services summarized Waltham's long-term and short-term bond and note ratings. Standard and Poor's concluded that the City has very strong budgetary flexibility and liquidity. However, Standard and Poor's also concluded that Waltham's pension and postemployment benefits (OPEB) liabilities are high and a negative credit factor. Postemployment benefits include health care for present and future retirees.

The City's pension liability is almost 60% funded. The City has established a trust fund for its OPEB liabilities. There is approximately \$8.1 million in the trust fund. The City attempts to make a yearly contribution to the trust fund although there is no legal obligation to do so.

The City provides its employees generous health care. Employees pay 12½% of the premiums for a Blue Cross Blue Shield PPO indemnity plan and 11% of the premium cost of a HMO. When an employee retires, his/her percentage for health care is frozen by state law. When the employee turns 65, he/she is moved to Medicare. The City pays for the employee's Medicare Part B premium and for any supplemental plan the employee has. This costs the City \$2 million a year.

Waltham Police Department

At full complement, there are 148 employees in the Department.² The Union represents 141 of these employees. The Union does not represent ranking officers (Sergeants, Lieutenants, Captains, Deputy Chief and Chief). There are between 70-80 employees in the Patrol Division. They work a 4&2 schedule. They work 20 eight hour shifts a month.

² In December 2014 there were 10 prospective Patrol Officers in the Police Academy and nine Patrol Officers on injured leave.

The Patrol Division is organized into three eight hour shifts.³ The day shift works from 7:45 a.m. to 4:00 p.m. The first half/night shift works from 3:45 p.m. to 12 midnight. The last half/night shift works from 11:45 p.m. to 8:00 a.m.

The Chief determines staffing for each shift. Patrol Officers bid on shifts yearly based on seniority. They must remain on the shift until the next bid. The last half/night shift is staffed with volunteers.

Patrol Officers on the night shifts work on a rotating basis. They work the last half (11:45 p.m. to 8:00 a.m.), then the first half (3:45 p.m. to 12 midnight). This rotation is repeated then the Patrol Officer is off duty for 48 hours. A Patrol Officer receives an additional 6.5% of his/her regular compensation for working either the first half or the last half. A Patrol Officer who works five hours or more between 3:45 p.m. and 8:30 a.m. receives the 6.5% night differential for the entire tour.

A Patrol Officer's regular compensation includes base compensation, educational compensation, longevity compensation and night differential compensation. They also receive an annual weapons allowance equivalent to 2.7% of the top step compensation. Under the expired contract the annual weapons allowance was \$1366. A Patrol Officer reaches the top step after 18 months on the force. The 25 most senior Patrol Officers in the Department receive an additional 6% added to their base compensation calculated at the day shift officer's top rate.

Pursuant to the so-called "Quinn Bill"⁴ Patrol Officers hired before July 1, 2009, receive an additional 10% compensation for an Associate Degree, 20% for a

³ There are also some overlapping tours.

⁴ Mass. General Laws Chapter 41, Section 108L

Baccalaureate Degree and 25% for a Master's Degree. The degree must be in the field of Law Enforcement.

Patrol Officers receive longevity compensation that is added to their regular compensation. They receive 7.5% for 11 to 15 years of service; 8.5% for 16 to 20 years of service; 9.5% for 21 to 25 years of service; and 10.5% for over 26 years of service.

A Patrol Officer is entitled to overtime compensation for all hours worked in addition to his/her regular tour of duty. Officers may elect either compensation (1½ times their regular compensation) or compensatory time off. In accordance with the Fair Labor Standards Act (FLSA), Officers may accumulate up to 480 hours of compensatory time off. They may request compensatory time off at any time provided they give the Chief reasonable notice, the time off does not unduly disrupt the Department's operation, and another Officer is willing to work an overtime shift. The Department may not force Patrol Officers to work overtime.

Patrol Officers are compensated \$42.00/hour for working details for a vendor and time and one-half compensation for working a detail for the City of Waltham.

Patrol Officers earn vacation depending on their years of service. They are entitled to 10 working days for one to five years of service; 15 working days for five to 10 year years of service; 20 working days for 10 to 15 years of service; 25 working days for 15 to 20 years of service; and 30 working days for over 20 years of service. The assignment and allocation of vacation days is at the Chief's discretion.

Patrol Officers are compensated for eleven (11) enumerated holidays. Holiday pay is one-fourth (¼) of the employee's regular compensation.

Patrol officers also receive a yearly \$800.00 uniform allowance; life insurance; court time; and emergency personal days.

This tri-partite Panel set forth in some detail the wages; working conditions; and benefits accorded Waltham Patrol Officers since one of the statutory factors we are required to consider is *“the overall compensation presently received by the employees, including direct wages and fringe benefits.”*

FINDINGS AND AWARD

Compensation (Article 6.1 and 6.2)

The Union and the City have agreed to a three year Collective Bargaining Agreement, July 1, 2010 through June 30, 2013. Their respective proposals for base compensation during that three year contract are as follows:

<u>City</u>			<u>Union</u>		
7/1/10	-	0%	7/1/10	-	.5%
7/1/11	-	1%	1/1/11	-	.25%
7/1/12	-	2%	7/1/11	-	2.5%
			7/1/12	-	2.5%
			7/1/12	-	Add 1% to annual weapons allowance

The City's proposal is comparable to the base compensation that approximately 150 Waltham managers, librarians, laborers, dispatchers, mechanics and traffic supervisors agreed to.⁵ The City's proposal compounds to 3.27% over three years.

The Union's salary proposal is identical to the base compensation awarded to the 174 Waltham Firefighters by a tri-partite panel under the auspices of the JLMC.⁶ That was a unanimous award.

⁵ Waltham's 800 school department employees agreed to a 6% salary increase for the period July 1, 2010 through June 30, 2012.

The City's proposal would cost the taxpayers in Waltham \$363,089. The Union's proposal would cost \$963,105. Both proposals would be retroactive.

The Union is also requesting to increase the annual weapons allowed from 2.7% to 3.7%, effective July 1, 2012.

The JLMC has not imposed restrictions on this Arbitration Panel's jurisdiction other than we shall resolve the dispute issue-by-issue in conventional interest arbitration applying the standards set forth in Chapter 589 of the Acts of 1987. While we have wide jurisdiction when addressing the issue of base compensation, in practical terms, we have two choices. We may award the 3% wage increase agreed to by approximately 150 City employees or we may award the 114 Patrol Officers the 5.75% wage increase awarded to the City's 174 Firefighters by a JLMC interest arbitration panel.

There are equities in both proposals. However, in our opinion, comparison between public safety personnel in the City's employ is the more reasonable paradigm. While there is not exact parity in the wages, benefits and working conditions of Waltham Patrol Officers and Waltham Firefighters, the relationship is close. For example, Firefighters receive a 2.7% annual defibrillator stipend whereas Patrol Officers receive a 2.7% annual weapons allowance. The dollar amounts are virtually identical. On July 1, 2010, the defibrillator stipend was \$1365 annually and the weapons allowance was \$1366 annually.

The Patrol Officers' longevity compensation is 3.5% higher than the Firefighters' longevity compensation but the Firefighters' weekend/night differential is 3.5% higher than the Patrol Officers' night differential. The Patrol Officers' receive an \$800 annual

clothing/cleaning allowance and the Firefighters' clothing/cleaning allowance is \$925 annually. Their respective vacation leave, holidays and sick leave are almost identical.

Additionally, it costs the City approximately the same to operate both public safety departments. The Police Department budget for the current fiscal year is \$13.6 million whereas the Fire Department budget is \$13.1 million.

The City estimates that a 5.75% base compensation increase for the Police bargaining unit will cost the Town \$824,468 over the three year contract. We agree that this is a significant expenditure. Yet, we believe that the Town has the financial ability to meet this expenditure.

This Panel finds it significant that Waltham has a large commercial and industrial tax base, which accounts for approximately 50% of its revenue from taxes. For the 2015 fiscal year, the City's \$163 million tax levy was \$15.3 million below its levy limit. In Fiscal Year 2014, the City had \$23 million in free cash. This was higher than all comparable communities except the City of Cambridge.⁷

As observed above, Waltham's bond rating is the second highest rating given by both rating services. Its Aa1 and AA+ rating has not changed in 20 years evidencing the City's fiscal stability.

This Arbitration Panel recognizes that the overall compensation of Waltham Patrol Officers with a 5.75% base compensation increase over three years is significant. Total compensation for six Patrol Officers will be over \$100,000 yearly not including overtime and details. However, the average base compensation will be lower than the base compensation earned by law enforcement personnel in the comparable communities.

⁷ Both the Union and the City have cited Arlington, Beverly, Braintree, Brookline, Cambridge, Medford, Newton, Quincy, Somerville and Watertown as comparable communities to Waltham.

This Arbitration Panel is not unmindful of Waltham's significant unfunded pension and OPEB liabilities. This total unfunded liability exceeds \$800 million. It is higher than all 10 comparable communities except the City of Newton and is almost the same as the City of Cambridge. However, Waltham's pensions are 50.8% funded and it has contributed approximately \$8 million into a trust fund for its OPEB liability. The City should be able to continue making voluntary contributions to the trust fund even with the 5.75 increase in Patrol Officers' base pay.

Educational Compensation (Article 6.3)

As noted above, Patrol Officers receive an increase in their regular compensation for degrees they earn in the field of Law Enforcement. However, only Officers hired before July 1, 2009 receive educational compensation. The Union is proposing to allow all Patrol Officers the opportunity to earn educational compensation. The Union stresses that all members of the Waltham Fire Department have the opportunity to earn educational compensation.

Chief McPherson agrees that an educated Police Department is a benefit to the City of Waltham. The Chief further agrees that not having an educational incentive is a detriment to the Department's recruiting of qualified law enforcement officers.

There is no similar limitation on Waltham Firefighters. Nor is there a limitation on Police Departments in communities viewed as comparable to Waltham.

The Union suggests that Patrol Officers hired after July 1, 2009, receive the same educational compensation that Waltham Firefighters receive. This is approximately 3.5% less than what the Waltham Patrol Officers receive. This compensation would be retroactive to July 1, 2010.

As will be explained later in this Award, this Arbitration Panel is not going to adopt the City's proposal to limit a Patrol Officer's use of time owed. In the light of this, the Union has withdrawn its educational compensation proposal notwithstanding its strong view that the proposal is warranted.

Tours of Duty (Article V)

The Union is proposing three additional shifts for Patrol Officers. The first new shift would be two first half/night shifts (3:45 p.m. to 12:00 midnight) followed by two day shifts (7:45 a.m. to 4:00 p.m.). The Union proposed that the six (6) Officers who will be assigned to this tour of duty receive full night differential for all hours worked similar to the Ranking Officers who work this shift.

The Union is also proposing a straight last half/night shift (11:45 p.m. to 8:00 a.m.). The three officers who will be assigned to this shift will receive a 13% differential, double the current 6.5% night differential.

The Union is further proposing a straight day shift (7:45 a.m. to 4:00 p.m.) Monday through Friday. Three Officers would be assigned to this shift. Holidays and other days off for these Officers will equalize the 4 and 2 schedule worked by other Patrol Officers.

Patrol Officers will bid on these new shifts on the basis of their departmental seniority as is currently done. There are currently three regular and three overlapping tours of duty in the Patrol Division. There are also tours of duty in special units whose assigned hours may be different than the regular tours of duty. Most Patrol Officers work a 4&2 schedule. The Union is proposing three additional tours of duty.

The Union is proposing adding three new shifts to the current plethora of shifts in the Department. Two of the shifts would work a 4&2 schedule and one shift would work Monday through Friday. Chief MacPherson believes that the present array of tours of duty is confusing enough and that adding three more tours of duty would only exacerbate the situation. This Panel will defer to the Chief's professional judgment and experience and will not award the Union's proposal.

Night Differential Compensation (Article 6.5)

An Officer who is permanently assigned to duty on either the first half night shift or the last half night shift receives an additional 6.5% of his/her regular compensation.

If a first half night shift (3:45 p.m. to 12 midnight) and a first half day shift (7:45 a.m. to 4:00 p.m.) is established for Patrol Officers, the City proposed that they be compensated one-half of the 6.5% night shift differential. Ranking Officers who now work this shift receive the full 6.5% night shift differential.

In its post-hearing brief, the City withdrew this proposal.

Specialty Compensation (Article 6.6)

The 25 most senior Patrol Officers in the Department receive additional compensation at the rate of 6% of their base compensation. The Union proposes to increase this specialty compensation to 7% of the Officers' base compensation. This would cost the city \$53,016 annually.

Inasmuch as Patrol Officers have been awarded the same wage increase awarded Waltham Firefighters for the same three year contract, the Union has withdrawn this proposal. This Arbitration Panel wishes to note, parenthetically, that we were disinclined

to award an increase in specialty compensation due to what we consider the generous base compensation increase awarded Patrol Officers by this Award.

Overtime Compensation (Article 7)
Compensatory Time Off (Article 13)

As observed heretofore, Waltham Patrol Officers may elect compensatory time rather than overtime compensation when they work overtime. They earn compensatory time off at the same rate as overtime compensation (1½ hours for each hour worked.) Under the FLSA, Officers may accumulate up to 480 hours of compensatory time owed.

A Patrol Officer may take compensatory time off only if another Patrol Officer agrees to work overtime on the shift, when the shift is at or below minimum staffing. An Officer may take compensatory time off in 8 hour, 4 hour or 1 hour increments. The Department does not replace Officers who take one hour of compensatory time off.

The City proposes that only two Officers per shift be allowed to take compensatory time off if the time off causes overtime. This restriction will not apply if the Department reduces the shift to one Officer above minimum staffing through reassignment. Nor will it apply on Thanksgiving, Christmas, Christmas Eve, New Year's and New Year's Eve.

The City is not claiming that Patrol Officers are abusing compensatory time off. It did not prepare an analysis of the savings it would achieve by this proposal. Under the FLSA, the Chief has the discretion to deny a request to take compensatory time off if, in his opinion, the operation of the Department would be unduly disrupted. Courts and the United States Department of Labor have concluded that the fact that overtime may be required to allow a public employee compensatory time off is not sufficient, by itself, for a public employer to deny a public employee compensatory time off.

The Union claims that the City's proposal violates the Fair Labor Standards Act. This Panel makes no ruling on the Union's contention since we have no expertise in interpreting the FLSA. That is a matter for the courts and the U.S Department of Labor.

The City has not persuaded this Arbitration Panel that the proposed limitation is warranted. As observed above, the Chief has the discretion to deny compensatory time off if, in his opinion, the operation of the Department would be unduly disrupted.⁸ Moreover, Patrol Officers may not request time owed during a public emergency. Nor may they request it if the time off requires overtime and no Patrol Officer is willing to work the overtime.

The City's proposal may actually be counterintuitive. If Patrol Officers perceive that time owed is being unduly restricted, they may elect overtime compensation than time owed. This could result in additional cost to the City than the present use of time owed.

Detail Assignments (Article 6.8)

The current rate for details paid by private vendors is \$42.00/hour. This has been the detail rate since 2009. The Union proposes to increase the rate to \$44.00/hour, effective on the date of our Award. However, since this Panel has rejected the City's proposal to limit an Officer's use of time owed, the Union has withdrawn this proposal.

Currently, Patrol Officers are required to sign up for details four (4) hours in advance of the starting time of the detail. The Department claims that four (4) hours is not enough time for it to fill all the details available to Patrol Officers. The Department proposes to increase the sign up time to 16 hours. The Union opposes the proposal since

⁸ This parallels the FLSA standard.

Patrol Officers have family and other personal commitments and are thus unable to make commitments 16 hours in advance.

Chief MacPherson has persuaded this Panel that the proposal is reasonable and it will be awarded. It will give both the Officer and the Department more time to fill the numerous details that Patrol Officers in Waltham work. The Department must now frequently resort to the “all page” to fill details.

Many of the details in Waltham begin on weekday mornings. These details will be filled much more orderly if Officers are required to make their selections by the previous evening. This should also reduce the use of last minute “all pages” to fill vacancies.

All Page System

The Department uses the “all page” system to contact departmental personnel. The system is used for numerous purposes, including filling details and overtime assignments when no Patrol Officers are on an active list seeking the extra work. The Department sends out a text message offering all eligible Patrol Officers the detail and/or the overtime opportunity. This gives all Patrol Officers in the Department the equal opportunity to earn additional compensation.

The City is proposing that use of the all page system to fill overtime and details shall be at the sole discretion of the Chief or his designee. According to Chief MacPherson sometimes it gets frenetic trying to fill details and overtime opportunities at the last minute. There are certain situations where he would like to restrict use of the all page system.

Requiring Officers to sign up for details 16 hours in advance of the detail should reduce the Department's reliance on the all page system to fill details. However, since we did not adopt the City's proposal to place a limit on the use of time owed, the Department must still scramble to fill vacant shifts caused by Officers' use of compensatory time owed. Therefore, we believe that the Chief or his designee should have the discretion to use the all page system for details and overtime.

Light/Limited Duty (Article 17.2)

Article XVII of the parties' 2007-2010 Collective Bargaining Agreement provides that Patrol Officers who are injured in the performance of their duties may be assigned to six discrete tasks that would normally be performed by Patrol Officers.

There are numerous limitations in Article XVII on employees claiming injury leave. For instance, the City may have the employees evaluated by a City designated physician at regular intervals of not less than three (3) months. The City proposes to eliminate this three (3) month limitation.

If a Patrol Officer claiming injury leave misses 20 working shifts (usually 30 days) and is unable to return to full duty status, the City may have the Officer examined by a City designated physician to determine his/her fitness to perform light/limited duty. The City proposes that the injured Officer be given the discretion to waive this 20 shift minimum and agree to be examined by a City designated physician at any time.

The City further proposes that an Officer suffering an illness or injury while off duty shall be equally eligible for light duty.

Under Article XVII, if an Officer is assigned to light duty, he/she is assigned to his/her regular shift. The City is proposing that the Chief be given the right to assign Officers on light/limited duty to the day shift without his/her consent.

Except for the last proposal, the Union is not opposed to the other City proposals in principle. However, it believes that any changes to Article XVII should be negotiated rather than arbitrated. The Union stresses that it is only seeking the wage package that Waltham Firefighters received. The Firefighters did not make any concessions for their wage package, according to the Union.

And, lastly, the City proposes to memorialize in the Collective Bargaining Agreement the Chief's discretion regarding the granting of sick leave.

This Arbitration Panel agrees with the Department that the present light/limited duty policy that is enshrined in Article XVII of the 2007-2010 Agreement should be modified in two respects. We find no basis to limit the Department's right to wait three months before requiring an injured Officer to be examined by a City designated physician to determine if the injured Officer is fit to perform light/limited duty. The Department should have the discretion to have the injured Officer examined at any time so long as this prerogative is not used to harass or intimidate the injured Officer.

This Panel further agrees that an injured Officer should have the opportunity to voluntarily return to light duty before he/she has missed 20 shifts. However, it must be made clear that the Department may not use this provision to force an injured Officer to return to light duty before missing 20 shifts. Instead, this will be the Officer's prerogative.

As noted heretofore, Patrol Officers bid on their shifts yearly based on their seniority. They must remain on the shift until the next yearly bid. There are a myriad of reasons why an Officer bids on a particular tour of duty, such as family or personal obligations. Selecting a tour of duty is an important benefit enjoyed by Patrol Officers. This benefit should not be lightly eviscerated.

Presumably, the Department wishes to assign an injured Officer to the day shift since this is where most of the light/limited tasks are performed. This is understandable. If an injured Officer volunteers to transfer to the day shift while on injured/light duty, he/she may do so. However, the Department should not have the right to involuntarily transfer an injured Officer to the day shift because choosing a particular tour of duty is a significant benefit that Patrol Officers have been granted for a considerable period of time.

The City has additionally proposed that an Officer suffering an illness or injury while off duty shall be equally eligible for light duty. Article 17.2 addresses this matter and there is no evidence in the record that this provision is ineffectual. Accordingly, this Panel will not award the proposal.

Under Article 10.2 of the 2007-2010 Collective Bargaining Agreement, sick leave shall be granted to an Officer at the discretion of the Chief, as presently exercised. It appears to this Panel that the Chief is seeking a right that he already has. Chief MacPherson acknowledged that the Union has never submitted a grievance regarding the Chief's discretion regarding the granting of sick leave. Therefore, this Panel is not convinced that this proposal is necessary.

INTEREST ARBITRATION AWARD

City of Waltham

-and-

Local 161, Massachusetts Coalition of Police
AFL-CIO (Patrol Officers)

JLM -13-3049

1. Three year Collective Bargaining Agreement, July 1, 2010-June 30, 2013
2. Base compensation increases as follows. All increases are retroactive.

July 1, 2010	-	.5%
January 1, 2011	-	.25%
July 1, 2011	-	2.5%
July 1, 2012	-	2.5%
July 1, 2012	-	Add 1% to annual weapons allowance
3. Detail assignments – Patrol Officers must sign up for details 16 hours before the start of the detail.
4. Use of the all page system shall be at the sole discretion of the Chief or his designee.
5. Light/limited duty – City may evaluate Patrol Officers on light limited duty at regular intervals.
Patrol Officers out injured on duty may agree to be examined by a City designated physician before missing 20 working shifts. Patrol Officers out injured on duty may volunteer to return to work on light duty before 20 weeks.



Robert M. O'Brien, Chairman and Neutral Member



Dean Mazzeella, Management Member



William DeMille, Union Member

Dated: MAY 19, 2015