

**COMMONWEALTH OF MASSACHUSETTS
JOINT LABOR- MANAGEMENT COMMITTEE FOR
MUNICIPAL POLICE AND FIRE
CASE NO. 14-3862**

Arbitration Panel

**James S. Cooper, Chair
John Petrin, Management Member
Alan Andrews, Union Member**

In the Matter of Interest Arbitration between:

TOWN OF CHELMSFORD

and

**CHELMSFORD POLICE ASSOCIATION,
FRATERNAL ORDER OF POLICE, LODGE 110**

AWARD

Introduction

The Chelmsford Police, Fraternal Order of Police, Lodge 110 ("FOP" or "Union") petitioned the Joint Labor Management Commission for Police and Fire ("JLMC") for resolution of a labor contract dispute following the expiration of its then-existing contract with the Town of Chelmsford on June 30, 2013.¹ Following mediation and hearings before the JLMC, on July 20, 2015 the JLMC assigned the dispute to the above listed arbitration panel for resolution which conducted a hearing on all unresolved issues on November 23, 2015.² At the hearing the Union, represented by attorney Edward J. McNelley, presented two witnesses and supporting

¹ The New England Police Benevolent Association ("NEPBA") represented the Chelmsford police officers for the expired contract. The Fraternal Order of Police ("FOP") succeeded the NEPBA and assumed all rights and obligations under the terms of the now expired contract.

² The Town and the Union stipulated that the issues subject to arbitration are the following: (1) wages; (2) longevity [payments]; (3) Emergency Medical Technician ("EMT") stipend. The parties further agreed that all other issues were either agreed upon or taken off the table.

documentation which has been marked as exhibits.³ The Town, represented by attorney Brian Maser, presented one witness and also submitted exhibits.⁴

Background

After many months of bargaining the parties reached tentative agreements on all issues except the three issues presented during this arbitration. The tentative agreements shall be incorporated into a final collective bargaining agreement as will the issues subject to this final and binding Award upon funding by the Town meeting. The parties presented extensive evidence on these three issues which need not be repeated in this Award, but all of which the arbitration panel took into full consideration in its deliberations. Two and a half years without a contract is a lengthy period of time and the ink will hardly be dry on this Award when the parties will return to the bargaining table for the next round of negotiations. Perhaps, the lessons from this exercise will evolve into a more amenable experience so that the parties need not prolong a future meeting of the minds for another two and a half years.

This Award will briefly summarize the parties' respective positions and thereafter the arbitration panel will issue its Award based upon the evidence and the arguments of the parties. No one wins or loses in collective bargaining because the parties are permanently married to each other and there are no divorces; reasonable compromise is the bedrock philosophy of this process.

³ The Union presented the following exhibits: (1) Union Position on All Issues; (2) Agreement between the Town and IAFF, Local 1839 which represents the Town's firefighters (FY 2014-2016); (3) Agreement between the Town and NEPBA, Local 6, Unit A (FY 2010-2013); (4) Wage Comparison of police for Seventeen Massachusetts Towns; (5) Wage Comparison for police officers with five years of service, assigned nights and with a Master's Degree for Chelmsford, Billerica and Tewksbury; (6) Agreement between Billerica and NEPBA, July 1, 2010 to June 30, 2013; (7) April 24, 2007 Memorandum of Agreement ("MOU") between Town of Chelmsford and NEPBA, Local 6, Unit B; (8) July 20, 2010 MOU between Town of Chelmsford and NEPBA, Local 6, Unit A.

⁴ The Town presented the following exhibits: (1) Demographic Statistics for Chelmsford, Billerica, Dracut and Tewksbury; (2) Town of Chelmsford Collective Bargaining History for following units: clerical employees, cemetery, dispatchers, facilities, firefighters, public works and library; (3) Longevity comparison for all Town units; (4) EMT incentive for firefighters, police patrol officers and police superior officers; (5) Patrol officers compensation comparisons as of July 1, 2015 for Chelmsford, Billerica, Dracut and Tewksbury; (6) Agreement between Town of Billerica and NEPBA for patrol and superior officers, FY 2014 and FY 2015; (7) Agreement between Town of Dracut and NEPBA for patrol officers, FY 2015 to FY 2017; (8) Agreement between Town of Tewksbury and NEPBA, Local 3, for patrol officers, FY 2016 to FY 2017.

Union's Position on Wages

The Union provided performed extensive research and measured its position over seventeen cities and towns stretching from Amherst to Falmouth including Natick, Braintree, Holyoke and Shrewsbury. Based on the average total compensation for these police departments, the Union showed that a two year patrol officer in Chelmsford received 41% (all figures are rounded) less compensation than the seventeen town average; while the officer with 35 years of experience was paid 9% below the average. On this basis the Union sought to support a wage demand of 3% per year for each of the three fiscal years in dispute.

Town's Position on Wages

The Town's evidence focused on three adjoining communities, Billerica, Dracut and Tewksbury where the demographics are closer to those of Chelmsford. In addition the Town presented data showing that all of the remaining bargaining units, save the Police Department's superior officers,⁵ have settled for the same wage increases of 2% for each of the three fiscal years at issue. The Town's fundamental position is that based on the more relevant comparable data involving Billerica, Dracut and Tewksbury, once the patrol officers' base wage is adjusted by 2% per year for the past three years, there is little difference in base wages between the communities. On this basis the Town suggests its proposed wage package is more appropriate.

Union's Position on Longevity

The Union's position on longevity payments focuses on the disparity between the longevity benefit paid to patrol officers versus firefighters in Chelmsford. The Union's evidence is that the police offers are, at each break point level (i.e. 10, 15, 20 and 25 years of service) are \$550 behind. The Union argues that this should be adjusted by calculating what the amount of longevity pay should be with the \$550 added and set this as a percentage of the patrol officer's base salary. In this way the patrol officers will not be constantly playing catch up with the Town's firefighters. In addition the Union argues that the Town has lost five experienced police officers in the past three years who have moved on to higher paying jobs and this is a way of keeping experienced officers on the force.

⁵ The Chelmsford police superior officers remain represented by the NEPBA which has filed a petition with the JLMC for arbitration for the same three year period as the FOP. That arbitration is currently scheduled to be heard by a JLMC appointed panel with the esteemed arbitrator Sarah Kerr Garraty, serving as chair.

Town's Position on Longevity

The Town's position on longevity is that the Town is willing to increase the longevity by \$550 but it will not tie this figure as a percentage of the salary. The Town argues that longevity bonus does not deserve a cost of living increase since longevity is itself compensation for remaining on the police force. In terms of losing police officers, the police officers who left went to the State Police or the State Environmental Police or the Boston Police Department or the U.S. Marshall's Office. All signs are that these officers were interested in a different type of police work and an increase in longevity compensation would not have deterred their departure.

Union's Position on EMT Stipend

The Union's proposal is that police officers are usually on the scene of an accident first and could easily provide medical aid as administered by EMTs. Firefighters are provided a 6% premium on their base salary for obtaining and maintaining EMT certifications. Many police of the Town's police officers have also obtained and maintained EMT certifications and this provides a distinct and recognizable service to the community. The Union argues that this same benefit should also be paid to those patrol officers.

Town's Position on EMT Stipend

The Town argues that a police officer's role upon arriving at a scene of an accident is not to provide first aid to the accident or crime victim, but to secure the scene of the accident. The Town argues that an accident or a violent crime has many facets, including a severe disruption of those who come onto the scene immediately afterwards. Security for the arrival of the ambulance and the fire department remains the police department's primary objective. While the ability of a police officer to provide some aid (i.e. narkan, for example) is expected, but it is not required. In contrast to the police officers, firefighters are required to be EMT trained; the police department makes no such demand. This is a significant difference and therefore the Town should not be obligated to pay a stipend when it is hit or miss as to whether the police officer who happens to show up first is also an EMT.


Award

The arbitration panel met following the presentation of evidence in this case and based upon the evidence the members of the panel agreed to the following Award:

1. The wages will be adjusted 2% per year for FY 2014, FY 2015 and FY 2016. These wages will be made retroactive to July 1, 2013;
2. The current longevity payments shall be increase by \$550 per year at each of the current steps of the longevity payments, but shall remain as a fixed dollar amounts. These payments shall be made retroactive to July 1, 2014;
3. Police officers who hold and continue to hold certification as an EMT shall be entitled to their current stipend of \$1500 per year, provided that such stipend shall be increased to a stipend of 6% of each police officer's base salary provided that 50% of the police officers in the Department are EMT certified. Precisely how and when the 50% level is met; what happens when new police officers are added to the Department or current police officers leave the Department (presumably, once the 50% is reached, anytime the percent falls below 50%, there will be a grace period during which the police officers will continue to earn the 6% stipend in order to give one or more police officer an opportunity to complete the EMT training so that the 50% level is maintained) is hereby remanded to the parties to work out the specific details of this system. If the parties cannot reach a consensus on this program, the Arbitration Panel hereby retains jurisdiction to issue a supplementary award to affix the specifics of when the 6% stipend is triggered and what happens when fewer than 50% of the police officers hold EMT certifications.

**FOR THE JOINT LABOR MANAGEMENT COMMITTEE FOR POLICE AND
FIREFIGHTERS:**


James S. Cooper, Chairman


John Petrin, Management Member


Alan Andrews, Union Member

Date: December 4, 2015

Date: December 4, 2015

Date: December 4, 2015

ARBITRATOR'S BILL

This bill is submitted on behalf of the arbitrator.

Arbitrator James S. Cooper
Address 8 Winchester Street
Boston, Mass. 02116

Case Number: JLMC
Number of Issues: 3
Arbitrator Control No.: 14-3862

UNION

CHELMSFORD POLICE ASSOCIATION
FRATERNAL ORDER OF POLICE

EMPLOYER

TOWN OF CHELMSFORD

ARBITRATOR COMPENSATION

Number of Hearing Days 1 @ \$ 1600 = \$ 1600.00

Hearing dates: November 23, 2015

Study/Preparation Days 1.5 @ \$1600 = \$ 2400.00

Study and Preparation Dates: November 28, December 1, 3 & 4, 2015

Other (Specify) @ \$1600 = \$ N/A

FEE \$ 3000.00

ARBITRATOR EXPENSES

Transportation (60 miles) \$ 30.00

Hotel \$

Meals \$

Other \$

EXPENSES \$ 30.00

TOTAL \$ 3030.00

PAYABLE BY EMPLOYER \$ 1515.00

PAYABLE BY UNION \$ 1515.00

Arbitrator Signature  James S. Cooper

Date:

12/4/15

Tax Identification Number: 04-2653510