

**COMMONWEALTH OF MASSACHUSETTS  
JOINT LABOR-MANAGEMENT COMMITTEE  
FOR POLICE AND FIRE**

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*In the Matter of the Arbitration between:* \*

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TOWN OF CLINTON \*

\*

-and- \*

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MASSACHUSETTS COALITION OF \*

POLICE, AFL-CIO, LOCAL 151 \*

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CASE NUMBER: JLMC-14-3960 \*

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ARBITRATION AWARD

NOVEMBER 29, 2016

**INTRODUCTION**

The Town of Clinton, Massachusetts (Town) and the Massachusetts Coalition of Police, AFL-CIO, Local 151 (Union) are parties to a collective bargaining agreement (Agreement) dated July 1, 2011-June 30, 2014. The parties to this Agreement were not able to secure a successor agreement through direct negotiations or mediation and proceeded to interest arbitration under the rules and regulations of the Massachusetts Joint Labor-Management Committee for Police and Fire (JLMC). The JLMC appointed the following panel members to consider the parties' respective evidence and arguments and render a decision: Nancy E. Peace, Chair, and Kenneth Scanzio and Richard D. Tranfaglia, panel members. In reaching its decision, the Panel has relied upon generally accepted standards in public sector labor disputes, including comparable wages and benefits of similarly-situated employees, the overall compensation presently received by the employees, the interests and welfare of the public, the employer's ability to pay and changes in the consumer price index (CPI).

One of the challenges the Panel faced in analyzing the data provided is that, prior to the hearing, the Parties did not agree on a single set of comparable towns. The Panel was guided, therefore, by the information it received and its members' collective sense of what seemed reasonable based on the evidence and arguments presented.

## **BACKGROUND**

The Town of Clinton is located along the Route 495 corridor and has a population of approximately 14,000 people. As of June 30, 2014, its Police Department consisted of the Chief, one Lieutenant, 5 Sergeants, 21 Patrol Officers (including one new hire for which the Town had budgeted, but not filled as of June 30, 2014) and Dispatchers. The Patrol Officers and the Sergeants are represented by Massachusetts Coalition of Police, AFL-CIO, Local 151 and are the subject of this interest arbitration.

Because the Town has been tight on cash for several years, in developing his recommended budgets each year, Town Administrator Michael Ward plans for increases up to the 2½ percent cap permitted by state law. If the Town brings in more money than was budgeted, those funds are certified as free cash. In some years, the Town has had negative free cash, meaning that it took in less than was budgeted. In recent years, the Town has managed to stay within the budget and on occasion realized some excess revenue. During the economic downturn, the Town's Moody's bond rating dropped to Baa1 (2009) and the Town was not able to borrow money. When the economy improved, the Town was able to bring up its rating to A1 and is now able to borrow.

The Town is engaging in long-term fiscal planning. Its two priorities are (1) planning for funding of retiree health benefits and (2) increasing the town's stabilization fund. It began budgeting for retiree health benefits in the FY 2015 budget because it recognized that if it did not, the size of the liability could potentially exceed the available cash. With respect to the stabilization

fund, the Massachusetts Department of Revenue recommends allocating between 5% and 10% of yearly budgets. Clinton has struggled to allocate 5% and has failed to achieve even that amount in the last few years. The Town does not have a capital planning budget and therefore uses free cash for capital improvements or one-time projects. The Town's tax base has limited potential for growth in the foreseeable future because there are few pockets of land available for large development and the industrial base has shrunk.

Despite the Town's fiscal constraints in FY08 through FY11, it passed a \$1.07 million override, \$1 million of which was used to support the public schools, with the remaining \$70,000 allocated to the Council on Aging, the Clinton Public Library, and the Parks and Recreation Department. Approximately \$1.3 million of the school budget is paid to other towns under the state's School Choice legislation.

The parties' most recent collective bargaining agreement is dated July 1, 2011-June 30, 2014. The parties began negotiating this contract in February 2014 and signed a Memorandum of Agreement in May 2014. In late June or early July, they commenced negotiations for the 2014-2017 contract. When they were not able to reach agreement through direct negotiations or in mediation, the Joint Labor-Management Committee for Police and Fire (JLMC) referred the parties to interest arbitration. By letter dated June 3, 2016, John W. Hanson, Chair of the JLMC, informed the panel that the following issues had been certified by the 3(a) panel for arbitration:

Union's Issues

1. Wages and Duration
2. Education
3. Clothing
4. Shift Differentials
5. Details

Town's Issues

1. Wages and Duration
2. Payroll Deduction of Union Dues

3. Special Leave
4. Sick Leave
5. No Strike

## **ISSUE #1: POLICE EDUCATION AND CERTIFICATIONS, ARTICLE X**

### ***Current Contract Language***

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#### SECTION 4

Any regular police officer who has attained college credit of six or more, shall be paid \$50 compensation for every six credits attained with a passing mark from an accredited college. . . .

An officer with six (6) credits and one (1) year of service will receive \$50.00 annually.

\* \* \* \*

An officer with fifty-four (54) credits and nine (9) years of service will receive \$450.00 annually.

An officer with sixty (60) or more credits shall receive \$500.00 annually.

#### SECTION 5

Any officer who has completed his/her sixty (60) credits and becomes eligible for the Quinn Bill may only receive education pay from either the pensions stated in Article X of the Contract, or from the pensions outlined within the Quinn Bill, not both.

#### SECTION 6

Effective June 30, 2014, an eligible officer will receive an additional \$1,000 annual stipend in his/her base pay for training, receiving and maintaining the following certifications: Opioid antagonist (e.g., Narcan), Defibrillator, Taser and Emergency Medical Dispatching (EMD) where offered by the Town. Failure on the part of the officer to maintain any one of these certifications will immediately result in the forfeiture of the stipend until such time as the officer successfully recertifies. The stipend will be included in the officer's regular pay.

### ***Union Proposal and Argument***

The Union seeks the following in education incentive benefits for non-Quinn Bill eligible officers:

|                    |         |
|--------------------|---------|
| Associate's degree | \$1,000 |
| Bachelor's degree  | \$3,000 |
| Master's degree    | \$3,500 |

The Union contends that the comparative data it has presented justifies its proposal. Noting that other police contracts offer tuition reimbursement and higher compensation for educational attainment, the Union asserts that its proposal is a modest step toward parity and fairness. Moreover, increasing education benefits to existing and incoming officers benefits the Town as much as the individual officers.

### ***Town Proposal and Argument***

Contending that the current education incentive amounts set forth in Article X are competitive with other communities, the Town proposes that the current contract language be retained. Town Administrator Ward testified that of the 13 employees who are eligible for the current benefit, none has taken enough courses to earn the maximum \$500 available under the current provision. He also testified that he has not been informed that any officer is working toward a degree, so he has not been in a position to budget for the proposed benefit.

The Town further argues that the Panel should take into consideration that when the Commonwealth ceased paying 50% of Quinn Bill costs, the Town assumed 100% of the cost. In addition, effective July 30, 2014, the Town implemented an annual certification stipend in the amount of \$1,000, which according to payroll records, all 21 bargaining unit members received.

## ***Discussion***

Town Administrator Michael Ward testified that he was not aware of new officers getting advanced degrees, so he was not able to budget for them. At the same time, he acknowledged that the Town hopes officers will pursue advanced degrees because it is a bench mark of a well-prepared police force.

The Union's proposal constitutes new language that attaches the education incentive benefit directly to the earning of a degree. Some of the comparable towns, such as Hudson, Sterling and Webster do not offer an education benefit, while other communities such as Berlin and Bolton offer amounts ranging from a low of \$750 for an Associate's degree to a high of \$12,500 for Patrolman with a Master's degree. After considering the comparable data introduced by the parties, this Panel concludes that the incentive amounts proposed by the Union should be adjusted slightly downward at the bachelor's level in order to incentivize progress toward the master's degree and to reduce slightly the fiscal impact of this provision. The Panel also concludes that these rates should take effect only in the third year of the contract.

The fact that none of the 13 bargaining unit members who are not Quinn Bill eligible availed themselves of the maximum amount of \$500 is not a reason to refrain from adding this benefit to the contract. It is the case that at this point the degree-associated benefit is mostly aspirational, but the Town acknowledged that it believes a more highly educated workforce benefits the town and its citizens. By incorporating the enhanced education benefit into the contract at this time, bargaining unit members can begin working toward a more substantial benefit, while allowing the Town time to begin budgeting for it.

### ***Award***

With respect to the Union's proposal to add educational incentive payments for the achievement of Associate, Bachelor and Master Degrees by bargaining unit members not eligible for Quinn Bill benefits, this Panel awards as follows:

Effective July 1, 2016, the Town shall provide bargaining unit members not eligible for Quinn Bill benefits the following education incentive stipends:

|                    |         |
|--------------------|---------|
| Associate's degree | \$1,000 |
| Bachelor's degree  | \$2,500 |
| Master's degree    | \$3,500 |

### **ISSUE #2: CLOTHING, ARTICLE XX**

#### ***Current Contract Language***

Each employee, in addition to his regular pay, shall receive a clothing allowance for the upkeep of his uniform and equipment as follows:

|                        |                |
|------------------------|----------------|
| <u>Effective Date:</u> | <u>Amount:</u> |
| July 1, 2008           | \$950          |
| July 1, 2009           | \$975          |
| July 1, 2010           | \$1,000        |

#### ***Union Proposal and Argument***

Noting that the clothing allowance has not been increased in six years, the Union seeks an incremental increase of \$150 over three years, arguing that this allowance should be adjusted to account for inflation and cost of living increases. Asserting that the Town's own survey of comparable communities shows that Clinton is in the lower half with respect to clothing allowance, the Union argues that its own survey shows that the gap is much greater. It shows not only that Clinton is behind on clothing, but does not even come close to communities such as Bolton and Leominster, which contain a separate cleaning stipend.

### ***Town Proposal and Argument***

The Town contends that the current clothing allowance amount is appropriate and competitive with comparable communities. Charging that issue by issue the Union has chosen comparative communities most favorable to its position, the Town argues that the Union should not be allowed to cherry-pick comparable communities based on the issues because doing so skews the overall integrity of the Union's argument. If one eliminates the more affluent communities of Shrewsbury, Northborough and Leominster from the comparison, the data demonstrate that Clinton's clothing allowance is clearly competitive with the remaining comparable communities used by the Union.

### ***Discussion***

If one eliminates the towns of Shrewsbury, Northborough and Leominster, as the Town suggests, and the lowest towns cited by the Town—Dudley, Belchertown and Hudson—the remaining towns of Bolton, Berlin, Lancaster, Shirley, Southbridge, Sterling and Webster have uniform allowances that range from \$1,000 to \$1,150. That said, the Clinton department has not had an increase since 2010. The Bolton contract provides an allowance of \$1,050, but that contract has a termination date of 2014. The 2014-2017 Lancaster contract provides for a uniform allowance of \$1,150, effective July 1, 2016.

The more affluent towns of Northborough, Shrewsbury and Leominster, which we are not inclined to ignore entirely, provide uniform allowances as follows: Northborough, effective July 1, 2009, \$1,175; Shrewsbury, effective July 1, 2014, \$1,250; Leominster, effective July 1, 2014, \$1,360. Looking at the full range of clothing allowance amounts in all of the comparable towns cited by both parties, the range is \$1,000 to \$1,360. According to the Town's calculations, the cost of this proposal over three years is \$7,800. (T-34.)



## ***Award***

Based on this analysis, the Panel adopts the Union's proposal in full, as follows:

Each employee, in addition to his regular pay, shall receive a clothing allowance for the upkeep of his uniform and equipment as follows:

| <u>Effective Date:</u> | <u>Amount:</u> |
|------------------------|----------------|
| July 1, 2014           | \$1,050        |
| July 1, 2015           | \$1,100        |
| July 1, 2016           | \$1,150        |

### **ISSUE #3: SHIFT DIFFERENTIALS, ARTICLE XIV, A**

#### ***Current Contract Language***

Effective July 1, 2009, officers will be paid the following annual shift differentials:

|                   |         |
|-------------------|---------|
| Early Night Shift | \$ 750  |
| Late Night Shift  | \$1,000 |
| Night Split Shift | \$1,000 |

The differential will be paid weekly to the officer who has bid the shift regardless if that officer is temporarily assigned to another shift. The differential will be included in the officer's base pay for all purposes, including calculation of overtime, vacation, sick leave, injury leave, and holiday. A day officer working a swap or overtime on either night shift will not be entitled to the shift differential. (Footnote: If the Department establishes a new shift or split schedule, the parties agree to further negotiate the impacts, including shift differentials.)

#### ***Union Proposal and Argument***

The Union seeks a \$250 increase across the board. It notes that, similar to clothing, it has not seen any change to shift differentials in more than two contract periods, i.e., since 2009. Moreover, Clinton is far behind other comparable communities in this category. Other towns such as Hudson, Berlin and Maynard offer base percentages of up to 3%, 4.5% and 8% respectively, as compared to 1.69% in Clinton. According to the Union, the Town's survey of comparable

communities is no different; it shows Clinton ranked dead last. Therefore, the Union's request here is more than reasonably supported and justified.

### ***Town Proposal and Argument***

The Town contends that the current shift differential amounts are appropriate and competitive with comparable communities. It asserts that its survey of comparable communities demonstrates that while Clinton is not at the top end of the spectrum of amounts paid for shift differential, neither is it at the bottom. Also, it bears noting that of the comparable communities, the majority of those contracts had duration periods that extended into fiscal years 2016, 2017 and 2018. Accordingly, the contracts of the comparable communities reflect shift differential increases already negotiated for the contract period at issue here.

### ***Discussion***

The Town submitted a table of shift differentials in the following communities: Belchertown, Berlin, Bolton, Clinton, Dudley, Hudson, Lancaster, Southbridge, Sterling and Webster. While the Town's table was arranged alphabetically by town, the same data has been reorganized in the table below by rank order based on hourly rates:

**Shift Differential in Town's List of Comparable Communities  
Rank Ordered by Second Shift Hourly Rates<sup>1</sup>**

| <b>Community</b> | <b>CBA Term</b> | <b>Hourly Rate</b> |
|------------------|-----------------|--------------------|
| Berlin           | 2015-2018       | \$1.13             |
| Southbridge      | 2013-2016       | \$1.00             |
| Hudson           | 2012-2015       | \$ .80             |
| Sterling         | 2012-2015       | \$ .73             |
| Boylston         | 2013-2016       | \$ .67             |
| Bolton           | 2014-2017       | \$ .65             |
| Webster          | 2015-2016       | \$ .50             |
| Belchertown      | 2012-2015       | \$ .50             |
| Lancaster        | 2014-2017       | \$ .40             |
| <b>Clinton</b>   | 2011-2014       | \$ .36             |
| Dudley           | 2013-2016       | \$ .25             |

Clinton Patrol Officers and Sergeants have not had an increase in Shift Differential since July 1, 2009. Without an increase in its 2014-2017 contract, Clinton would fall even farther behind its peers in communities the Town regards as comparable. Recognizing that the cost of the Union's proposal of a \$250.00 increase effective July 1, 2015 will cost the Town \$12,750 in new money over three years (\$4,250 annually), as well as increase the base pay for the calculation of overtime, vacation, sick leave, holiday pay and injured-on-duty leave, the Panel finds, nevertheless, that the Union's proposal is warranted and affordable.

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<sup>1</sup> Data for third shift differentials moves Clinton to last place, at \$.48, with Dudley next to the last at \$.50 per hour.

## ***Award***

Effective July 1, 2015, Article XIVA shall be amended to read:

|                   |         |
|-------------------|---------|
| Early Night Shift | \$1,000 |
| Late Night Shift  | \$1,250 |
| Night Split Shift | \$1,250 |

## **ISSUE #4: DETAILS, ARTICLE IX**

### ***Union Proposal and Argument***

The Union proposes to increase the extra paid detail rate to \$46.00 from \$43.00, a rate that has been in the contract since 2009. According to the Union, the current rate puts Clinton at the lower end of comparable communities. In addition, if the detail rate is increased, the Town would receive a direct benefit in the form of administrative fees.

### ***Town Proposal and Argument***

The Town contends that the current extra paid detail rate is appropriate and competitive with comparable communities. Charging that the Union has again relied on the more affluent communities of Leominster, Northborough and Shrewsbury for its comparisons, the Town argues that its survey of contiguous communities shows that Boylston's extra paid detail rate is \$1.00 less than Clinton's and that Sterling's is the same as Clinton's, while the towns of Berlin, Bolton and Lancaster are only \$2.00 an hour higher. The Town also asserts that it is unable to retroactively enforce any increases in extra-paid detail rates for any details that have already been worked.

### ***Discussion***

The Town complained that the Union sought to skew the data by referencing the communities of Leominster, Northborough and Shrewsbury. A review of all communities cited by both the Town and the Union does not demonstrate that the Union's incorporation of data

regarding these three communities alters the overall pattern in any way. In the table below, the three communities included by the Union are highlighted using italic typeface.

**Extra Paid Details List of Comparable Communities  
Rank Ordered by Hourly Rate**

| <b>Community</b>    | <b>CBA Term</b>  | <b>Hourly Rate</b> |
|---------------------|------------------|--------------------|
| Southbridge         | 2013-2016        | \$50.00            |
| Webster             | 2015-2016        | \$46.00            |
| Berlin              | 2015-2018        | \$45.00            |
| Bolton              | 2014-2017        | \$45.00            |
| Dudley              | 2013-2016        | \$45.00            |
| Hudson              | 2012-2015        | \$45.00            |
| Lancaster           | 2014-2017        | \$45.00            |
| <i>Northborough</i> | 2013-2016        | \$45.00            |
| Belchertown         | 2012-2015        | \$44.00            |
| <b>Clinton</b>      | <b>2011-2014</b> | <b>\$43.00</b>     |
| <i>Shrewsbury</i>   | 2013-2016        | \$43.00            |
| Sterling            | 2012-2015        | \$43.00            |
| Boylston            | 2013-2016        | \$42.00            |
| <i>Leominster</i>   | 2012-2015        | \$42.00            |

As the rank-ordered chart demonstrates, 6 of the 14 communities pay \$45.00/hour for Extra Paid Details. Two communities pay more than this and 6, including Clinton, pay less. Of those contracts that pay \$45.00 an hour, 2 expire in 2017 and one expires in 2018. Given that the new Clinton contract will expire on June 30, 2017, it is appropriate that the amount paid to bargaining unit members be increased from its current rate of \$43.00 to \$45.00, in order that the Union not

fall farther behind, as other communities such as Bolton, Dudley, Hudson and Lancaster negotiate successor agreements.

Recognizing that the Town cannot pay retroactively for Extra Paid Details, the new rate will, of necessity, become effective only after the 2014-2017 Agreement becomes effective.

***Award***

Effective on the day following implementation of this Agreement, the rate of pay for Extra Paid Details shall be Forty-Five Dollars (\$45.00) per hour.

**ISSUE #5: PAYROLL DEDUCTION OF UNION DUES, ARTICLE IV,  
SECTION E (New Language Regarding Indemnification)**

***Town Proposal and Argument***

The Town proposes adding a new Section (E) that states as follows:

(E) The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Sections 17A and 17G.

***Union Proposal***

The Union agrees to the Town's proposal as it appears in Town binder, Tab J39, page 1.

***Award***

(E) The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Sections 17A and 17G.

**ISSUE #6: SPECIAL LEAVE, ARTICLE XVIII  
(New Sub-section)**

***Current Contract Language***

Each employee shall be granted Special Leave with pay for a day on which he is able to secure another employee of the same rank to work in his place, provided:

- (a) Such substitution does not impose any additional cost to the Town;
- (b) Such substitution is within rank only, unless prior permission is given by the Chief of Police or his designee, on an emergency basis only;
- (c) The officer in charge of the division in which the substitution is to take place, be notified in writing on an appropriate form, not less than one day prior to its becoming effective, except in the case of emergency notification may be made by telephone.

***Town Proposal and Argument***

The Town proposes amending Article XVIII, Special Leave, by inserting a new subsection (d) that states:

- (d) Special leave shall be limited to one special leave per month per bargaining unit member, subject to subsection (b) above.

According to the Town, this new language is needed to correct the adulteration of the original intention of the Article when it was last amended on July 1, 1996. The intention of the 1996 amendment was to provide more certainty to officers regarding their work schedules. Over time, however, the application of the so-called special leave provision has morphed to the point that officers can effectively enter into partnerships that create *de facto* permanent swaps that result in a 2-and-4 schedule for participating officers, as opposed to the 4-and-2 schedule set forth in the parties' Agreement. The Town contends that its proposed language is intended to do away with this extreme application of the 1996 provision.

Citing the testimony of Lieutenant Brian Coyne, Patrolman and Union President Paul Silvester, and Patrolman Edward Jeffery, the Town asserts that despite the language in Sections (a) that provides that the swap language should not impact the department's budget, the current, unrestricted language leads to greater overtime expenses and additional costs associated with officer trainings. It also contends that the provision, as it currently reads, leads to inconsistent work schedules; fatigue, health and safety concerns; staffing issues; problems with scheduling trainings; lack of consistency in work assignments and supervision; denial of opportunities for other officers; and potential animosity among officers.

The Town states that it is not looking to prevent bargaining unit members from ever swapping shifts and that it recognizes the benefits associated with the use of isolated swaps within reason. It asserts, however, that the current situation is detrimental to the sound operation of the department and, at the present time benefits only two officers—Sylvester and Jeffery. The Town notes also that although the majority of comparable communities it surveyed have language in their collective bargaining agreement that permit shift swaps, none permits the kind of permanent swap scheme that is present in the Town of Clinton. Based on the evidence and argument it presented, the Town asks the Panel to adopt its proposed new language designed to prevent officers from creating permanent or long-term swaps.

### ***Union Proposal and Argument***

The Union strongly opposes any changes to this Article. Asserting that the swaps are a long-standing, tremendous benefit to patrol officers, rookies and veterans alike, the Union argues that the Town has failed to provide sufficient evidence of the legitimate impact of identified problems associated with long-term swaps, other than several “concerns” that amount to nothing more than speculation and conjecture. In particular, Lieutenant Coyne's concerns regarding



officer fatigue are not only unproven, but were rejected by other JLMC Arbitration Panels. It cites in particular the evidence the Union presented in successfully arguing for the adoption of a 24-hour schedule from a rotating 10- or 14-hour shift in *Southbridge Permanent Firefighters, Local 2194 Int'l Association of Firefighters, AFL-CIO and Town of Southbridge, Massachusetts, JLMC-07-07F (2008)*.

The Union argues further that the Town did not meet its burden of proof with respect to its other concerns, including sick time, vacation time, injury on duty, training and overtime. With respect to the latter, the Union notes that the language in Article 18 gives the Chief the ability to deny swaps if they “impose any additional cost to the Town.” As there was no evidence or testimony that long-term swaps were denied for that (or any reason), it is reasonable to conclude that it has not cost the Town any additional money. It directs the Panel’s attention to Southbridge, *infra*, where that union provided evidence that longer shifts actually decrease overtime.

Should the Panel conclude that a change in Article XVIII, Special Leave, is warranted, the Union proposes the following language:

Each employee shall be granted Special Leave with pay for a day on which he is able to secure another employee of the same rank to work in his place, provided:

- (a) Such substitution does not impose any additional cost to the Town;
- (b) Such substitution is within rank only, unless prior permission is given by the Chief of Police or his designee, on an emergency basis only;
- (c) The officer in charge of the division in which the substitution is to take place be notified in writing on an appropriate form, not less than one day prior to its becoming effective, except in the case of emergency notification may be made by telephone;

- (d) Said substitution must be approved by the officer(s) in charge of said relief(s) and said approval shall not be withheld without a valid reason, subject to the grievance procedures in Article XII of this Agreement. If the substitution is not approved, the officer in charge withholding his or her approval shall, upon request of the employee(s) involved, state the reason.

### ***Discussion***

Article VII, 4-2 Work Week, provides:

All permanent patrolmen and sergeants of the Clinton Police Department will continue to work a four (4) and (2) work week. The officers and sergeants involved will work four (4) consecutive days on duty, followed by two (2) consecutive days off duty. Each shift will consist of eight (8) hours each.

The Special Leave language that has been a central stumbling block in the Parties' current negotiations was first incorporated into their 1996-97 Agreement. As both Officer Silvester and Lieutenant Coyne testified, prior to 1997, officers would know what days they were working but were not told until Thursday or Friday of the preceding week which shifts they were assigned. The purpose of the new article was to provide greater stability in scheduling and allow officers the ability to plan ahead. Both Silvester and Coyne agreed that the ability to swap is important. Lt. Coyne noted that it is particularly important for newly-hired officers who have no accrued vacation time.

Starting around 2003 or 2004, Patrol Officers began using the negotiated language to create a practice that the negotiators seem never to have anticipated or intended: using the swap language to create 2 days on, 4 days off work weeks instead of the 4 days on, 2 days off provided for in Article VII, Work Week. Because shift bidding is done by seniority, senior members of the bargaining unit were and are more able to arrange their shifts such that they can find a fellow officer with whom to partner to effect swaps that create a 2-4 schedule. Officer Silvester is the

most senior bargaining unit member, so he gets the first bid. Jeffery has sufficient seniority that he is able to successfully bid for second shift. They then agree to swap so that Silvester works his and Jeffery's shifts for two days in a row and then Jeffery works his and Silvester's shifts for the next two consecutive days. The two are able to create what is essentially a "permanent" 2-4 schedule. They have maintained this schedule for several years. For the past two years, only Silvester and Jeffery are using the shift-swap language to create a 2-4 schedule, but, according to Lt. Coyne, in the past as many as 8 or 10 officers at a time have done so.

As noted above, the Town raised many concerns about the impact of permanent swaps on the department's budget and operations and the Union has offered rebuttal evidence and argument. This Panel will address only those concerns and arguments it deems most important to its decision with respect to the matter of permanent swaps.

Lt. Coyne raised concerns about officer fatigue, given that on the two consecutive days an officer works, there is only an eight hour break between the 16-hour shifts. Officers Silvester and Jeffery testified that fatigue has not been an issue for them and, in fact, they are less fatigued and have more time with their families by working a 2-4 schedule. They also testified that neither of them has been written up for poor performance, excessive sick leave or tardiness while working the 2-4 shift arrangement.

While crediting Silvester's and Jeffery's testimony regarding fatigue, the Panel shares the Town's concerns about the short span of time available for rest and recuperation between the two consecutive days. We acknowledge that "concerns" alone are not sufficient to eviscerate a contract benefit, as the Union argued in its brief. At the same time, we find that it is reasonable to take a concern into consideration as part of our overall evaluation of the proposed language change. We share, in particular, the Town's concern that if one of the officers has be held over on the second

shift of the first day of the two shifts, there would be less than 8 hours between work days. The Union's introduction of the *Southbridge Permanent Firefighters, Local 2194 Int'l Assoc. of Firefighters, AFL-CIO and the Town of Southbridge, Massachusetts*, JLMC-07-07F (2008) for the proposition that longer shifts (24-hour shifts in the Southbridge case) increase morale, while simultaneously decreasing overtime is not persuasive with respect to the matter in dispute in the Clinton police contract. The rhythms of police and firefighter work are entirely different. Police officers must be awake and actively engaged during their entire shifts. Twenty-four hour firefighter shifts allow time for firefighters to sleep at the station. Moreover, their work outside the station is more intermittent than is the work of police officers.

The Union's contentions with respect to the benefits of longer shifts is also unpersuasive because only two senior officers are currently accessing this benefit. Following the Union's reasoning, the other 19 officers are being denied access to, or choosing not to access, a benefit that would make them less fatigued. Moreover, if, as Officer Silvester testified, a 40-hours workweek is not realistic and would not allow him to pay his mortgage, what does this say about equity across the bargaining unit. The Panel well understands that many, if not most, police officers take on details in order to supplement their wages. However, with the situation as it now obtains in Clinton, two of the most senior officers also have the greatest amount of available days to work extra-paid details and, therefore, supplement their incomes. This creates an inequity within the department and within the bargaining unit.

Particularly compelling to this Panel was the testimony of Lt. Coyne regarding the impact of having officers away from the department for four consecutive days. He said he tries to have particular skills available on all shifts, including officers trained to deal with sexual assault victims. He noted that an officer investigating a sexual assault on his second 16 hour shift would not return

for four days to follow up, or he would have to come in on overtime. Likewise, if an officer has to appear in court on a day he is not working, he would have to come in on overtime. The likelihood of this happening is double when officers work 2-4 workweeks. Agreeing that he receives overtime compensation if he stays over his shift or comes back in for court or a school or sexual assault investigation, Officer Silvester conceded that such an arrangement is beneficial for him, but may not be beneficial to the department or the town.

In the event that the Panel was inclined to change the Special Leave language, the Union offered alternative language to that proposed by the Town. We find, however that the Union's proposed language does not preclude bargaining unit members from still using the bidding process to create 2-4 workweek schedules, and the proposed approval/disapproval process cumbersome.

The Union's proposed language does not address the Town's most compelling concerns—overtime, possible fatigue and a useful distribution of skills on each shift. For this reason, the Panel awards the new language proposed by the Town, but finds that its implementation should be delayed by 60 days from the date the 2014-2017 Agreement takes effect in order for the two officers affected to make such arrangements as may be necessary for them to return to the 4-2 schedule.

### *Award*

The following new language shall be added to Article XVIII, Special Leave:

- (d) Effective 60 days from the implementation of this agreement, Special Leave shall be limited to one special leave per month per bargaining unit member, subject to subsection (b) above.

## **ISSUE #7: SICK LEAVE, ARTICLE XIX**

### ***Current Contract Language***

- A. Sick leave shall accrue at the rate of one and one-fourth (1-1/4) work days for each full calendar month of employment. Accumulation of sick leave shall be unlimited. Employees will be credited as of July 1, 1981 with 1-1/4 days of sick leave for each calendar month of employment in the Police Department, minus all paid sick leave.

\* \* \* \* \*

### ***Town Proposal and Argument***

The Town proposes amending Article XIX, Sick Leave, by adding the following new paragraph:

If an employee works "extra detail" and then uses sick leave to cover his or her next regularly scheduled shift, said employee's detail list will be credited an additional 24 hours.

The Town states that its proposed language seeks to dissuade bargaining unit members from calling out sick from their regularly scheduled shift after working an extra duty detail by adding 24 hours to their credited extra duty detail hours. Crediting bargaining unit members who call out sick under these circumstances with 24 additional hours will result in such members being bumped further down the rotating extra duty detail list, thereby reducing such members' opportunities to work such details. This will create a disincentive to call out sick from their regularly scheduled shift after working an extra duty detail. According to the Town, more than half of the 10 communities it surveyed have language denying or restricting police officers from eligibility to work details in the event such officers call out sick from work.

### ***Union Proposal and Argument***

The Union contends that Article XIX, Sick Leave, should be left unchanged. It argues that the Town offered no testimony or other evidence at the hearing justifying its proposal. There was

no evidence suggesting that officers regularly or even occasionally call out sick after working a detail. Thus, the Town failed to establish how this language purports to address an existing issue or problem in the Department. Furthermore, the Town's survey of comparable sick leave language in other communities is inconclusive at best.

The Union further contends that the Town's sick leave proposal should not be granted because it is overly broad. If, due to his or her shift rotation, an officer's "next regularly scheduled shift" is not for several days after working a detail, it is conceivable that s/he would become sick in between. The Town has not made a sufficient showing as to the need for this contract change, the Union asserts.

In the event that the Panel is inclined to amend Article XIX, however, the Union proposes the following alternative language:

If an employee works "extra detail" and then uses sick leave to cover his or her next regularly scheduled shift *that falls within a 24-hour period of the detail*, said employee's detail list will be credited an additional 24 hours.

### ***Discussion***

As Town Exhibit 51, which is inserted below, demonstrates, 9 of 13 (69%) comparable communities (exclusive of Clinton) have provisions that address and/or link the use of sick leave and details. It is the case that the table reflects a diverse array of approaches. Nevertheless, the Panel finds that the Town's desire to ensure that officers' who work details do not then use sick leave to recover from that work is reasonable in light of practices in a majority of the comparable communities. We further find, however, that the alternative language offered by the Union addresses the concerns of the Town while providing officers a reasonable and fair approach.

## *Award*

Article XIX, Sick Leave, shall be amended by adding the following language:

If an employee works “extra detail” and then uses sick leave to cover his or her next regularly scheduled shift that falls within a 24-hour period of the detail, said employee’s detail list will be credited an additional 24 hours.

## **ISSUE #8: NO STRIKE (New Language)**

### *Town Proposal and Argument*

The Town proposes the addition of new Article XXIX, No Strike, and the renumbering to Article XXX of the Terms and Duration article, which would read as follows:

### **ARTICLE XXIV, NO STRIKE**

**Section 1** No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

**Section 2** The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

**Section 3** The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.



**Section 4** Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

**Section 5** The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in a court of appropriate jurisdiction to enforce this Article.

### ***Union Proposal and Argument***

The Union agrees to the addition of a new Article XXIX regarding “No Strike,” but believes that the language as written in the Town’s proposal is overly broad. Informational pickets should be allowed, as they do not fall into the category of “work stoppage” or “withholding of service” from the Town. The Union requests therefore that the following language be added as Section 6 of the Town’s proposed Article XXIX:

**Section 6** This Article does not extend to an employee or the Union’s ability to engage in informational pickets that are not considered work stoppages or withholding of services from the Town. Informational pickets are defined as pickets which inform the public about a matter of concern important to the Union.

### ***Discussion***

The Panel agrees that the Union’s proposal to modify the Town’s proposal by adding the Union’s proposed Section 6 balances the needs of the Union with those of the Town. We agree that the Union’s right to engage in informational pickets should not be abridged and that this right should be affirmed in the proposed new article.

## *Award*

Article XXIX shall read as follows:

### **ARTICLE XXIV, NO STRIKE**

**Section 1** No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

**Section 2** The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

**Section 3** The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

**Section 4** Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

**Section 5** The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in a court of appropriate jurisdiction to enforce this Article.

**Section 6** This Article does not extend to an employee or the Union's ability to engage in informational pickets that are not considered work stoppages or withholding of services from the Town. Informational pickets are defined as pickets which inform the public about a matter of concern important to the Union.

## **ISSUE #9: WAGES AND DURATION**

### ***Current Contract Language (May 2014 Memorandum of Agreement)***

1. Wages (Article XIV). There shall be general base wage increases on the following dates:

|                        |      |
|------------------------|------|
| Effective July 1, 2011 | 0.0% |
| Effective July 1, 2012 | 2.0% |
| Effective July 1, 2013 | 0.0% |

### ***Union Proposal and Argument***

The Union proposes a 6% wage increase over the three contract years, as follows:

|                        |      |
|------------------------|------|
| Effective July 1, 2014 | 2.0% |
| Effective July 1, 2015 | 2.0% |
| Effective July 1, 2016 | 2.0% |

It urges the arbitration panel to reject the Town's claim that it cannot afford this level of compensation. According to the Union, the strongest evidence of the Town's ability to pay is what the Town has awarded to other unions and employees. It cites in particular the 9% pay increase over four years for the Town Administrator and the 6% wage base increase, using split 2s, over three years, awarded to the DPW and the 5.75% awarded to the teachers without splits.

The Union asserts the size of the Town's unrestricted free cash also supports a finding that its wage proposal is warranted. The fact that the Town decided to move a sizable chunk of this money, \$127,000 or nearly 30%, to the stabilization fund should not adversely impact the Union, especially where the schools have received \$1,000,000 in the form of a tax override. Wages and cost-of-living increases should take priority over renovating school department phones and building a track-pit.

Lastly, the Union contends that the wage surveys submitted by both it and the Town support the Union's argument that 6% over three years is the current standard COLA increase. Citing the Town's wage comparison table at Tab 19 in the Town binder, which shows that Clinton

ranks almost exactly in the middle, the Union argues that at the very least Clinton should receive the established COLA of 2%, 2%, 2% over three years.

### ***Town Proposal and Argument***

The Town proposes:

The Town proposes a 3% wage increase over the three contract years, as follows:

|                        |      |
|------------------------|------|
| Effective July 1, 2014 | 1.0% |
| Effective July 1, 2015 | 1.0% |
| Effective July 1, 2016 | 1.0% |

The Town asserts that based on its fiscal year 2014 budget, an increase of one percent in base wages compounded over 3 years would cost \$92,023 as compared with the Union's two percent compounded over 3 years would cost \$189,275. The Town states that its 1% proposal in each year of the Agreement is appropriate given the Union's other proposed economic items, including increases to non-Quinn Bill education incentives, as well as proposed increases in detail rates, clothing allowance and shift differential, and the fact that the Town is more than competitive with comparable communities.

According to the Town, the Union has ignored or failed to take into account the fact that the Town operates on a shoe string. It also asserts that the Union's proposed wage increases are above the recent cost of living increases and would be inflationary.

With regard to external comparisons, the Town asserts that the Patrol Officers' current wages are extremely competitive with contiguous and comparable communities, especially considering that most of the collective bargaining agreements in the comparable communities are more current than Clinton. Indeed, even when one looks at the high-income communities of Acton, Harvard, Northborough, Shrewsbury and Southborough that the Union included in its comparative cohort, along with the more moderate and comparable communities the Union included, only the

Towns of Berlin (\$58,735.44) and Shirley (\$58,409.40) pay their top step Patrol Officers at a higher rate than Clinton pays as of July 1, 2015. In short, the evidence plainly establishes that Patrol Officers in Clinton are more than adequately compensated when compared to other communities. Likewise, the Sergeants' current base wages are extremely competitive with the continuous and comparable communities. Clinton ranks second out of eleven communities in Sergeants' wages, even though it ranks in the lower half of those communities in income per capita and Equalized Evaluations (EGV) per capita.

According to the Town, its proposed base wage increase, particularly in light of the Union's other proposals and comparable communities, is sufficient to offset increases in the cost of living. There is, therefore, no basis in the record to support the Union's proposal and the Panel should find against the Union on this issue.

### ***Discussion***

The Town has presented compelling evidence, both documentary and through the testimony of Town Administrator Michael Ward, regarding the fiscal constraints under which the Town has operated in the past few years. There are indications, however, that the fiscal situation is improving. For example, the Town was able to pass a Proposition 2½ override in 2015 (most of which was allocated to the schools), its bond rating has been upgraded to A1 from its 2009 rating of Baa1, and in FY16, it was able to generate free cash in the amount of \$442,263, which does not represent a windfall by any means, but is an improvement over its negative free cash amount of \$93,102 in FY09 and \$153,330 in FY11.

On the other hand, between FY09 and FY16, the town's state aid declined from \$14,211,662 to \$13,924,433. During the same period, state assessments have increased by \$749,637, with a large portion of the assessments used to cover school choice expenditures. As

with most towns in the Commonwealth, healthcare and unfunded pension liabilities and unfunded post-retirement, non-pension liabilities (OPEB) are also an ongoing concern.<sup>2</sup> The Town's underfunded OPEB liability is particularly challenging and cannot be ignored when considering the Town's use of available free cash and its ability to increase employees' wages and benefits. The Town has accrued an OPEB unfunded liability to \$68,820,500 as of July 1, 2014, while the OPEB Trust Fund stands at approximately \$600,000. Thus, the Town cannot be faulted for allocating \$100,000 of its FY16 free cash to the OPEB Trust Fund. Moreover, because it does not have a designated line item for capital improvements, it is reasonable for the Town to use free cash, when available, for one-time expenditures, including not only capital expenses but also retro-active pay from negotiated agreements.

While acknowledging the significant fiscal constraints under which the Town must operate for the foreseeable future, the Panel also recognizes that it is in the Town's interest to insure its Police Department employees are fairly compensated. In arriving at what it believes to be a fair wage and benefit package, the Panel has considered both the Town's ability to pay and the wages and benefits of similarly-situation police departments. Because, as noted above, the Parties did not agree on a cohort of comparable towns, the Panel has made every effort to consider data from all municipalities referenced.

Unrebutted data presented by the Town shows that the cost of the Union's proposed increase of 6% over 3 years July 1, 2014-July 1, 2016—would be \$189,275, while the cost of the Town's proposed increase 3% over 3 years would be \$92,023—a difference of \$97,252. (T-25.) In support of the reasonableness of its proposed increase of 1% per year, the Town created a rank-

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<sup>2</sup> The Commonwealth's Department of Revenue defines OPEB as post-employment benefits other than pensions that generally take the form of health insurance and dental, vision, prescription, or other healthcare benefits provided to eligible retirees, including in some cases their beneficiaries. They may also include some type of life insurance.

ordered chart (from highest to lowest) of the annual wages, effective July 1, 2015<sup>3</sup> of Patrol Officers in the eleven communities of Sterling, Southbridge, Berlin, Webster, Clinton, Bolton, Boylston, Lancaster, Dudley, Belchertown and Hudson, with Sterling officers at \$64,944.00 and Hudson officers at \$55,538.46. Clinton, at \$58,372.11, is ranked fifth out of the 11, or slightly above the middle. The same data with respect to Sergeants (T-20) in these communities (except Hudson, for which data was not available, shows Clinton Sergeants ranked second, at \$72,957.11.<sup>4</sup> First ranked is Sterling at \$81, 467, which is the minimum step for Sergeants in that town. The lowest is Dudley, where Sergeants earn \$65,062 annually.

With respect to wages, the Union did not develop any tables reflecting the rates for each of the towns it wished the Panel to consider. Rather, it provided individual pages that reflected the percent increases and wages for Patrol Officers in the following municipalities: Acton, Leominster, Maynard, Shirley, and Shrewsbury. (U-7A.) While each contract page presented by the Union contains different information, the following data emerges:

As of July 1, 2013, Patrolmen at the top step of their respective salary matrixes in Maynard (\$52,584.39), Northborough (\$54,884.35), Shrewsbury (\$55,281.12) and Acton (\$56,855.35) were making less in annual base wages than Patrol Officers in Clinton (\$58,372.11). All that can be discerned from the Shirley data is that as of July 1, 2015, Patrol Officers hourly rates at the top step (Step 13) ranged from \$28.08 to \$28.94. Given that this is 2 years later than the 2013 hourly rate of \$27.96 shown in the Town's Exhibit 19, and was the result of a 2% COLA, it cannot be said that Clinton lags behind even the highest paid Patrol Officers in Shirley.

The Union exhibits for Berlin and Leominster do not include wage rates, only percentage increases. Indeed, it is not unreasonable to conclude that the primary purpose of the Union's

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<sup>3</sup> Clinton's reported rate of \$58,372.11 was effective as of July 1, 2013 and Belchertown's as of July 1, 2014. (T-19.)

<sup>4</sup> As of June 30, 2014, the highest paid Clinton Sergeant is earning a base pay of \$73,957.11 (T-16.)

exhibits was to show each contract's percentage increases. It is the case that in the communities the Union selected, increases tended to show increases of 2% a year or more. Berlin increased its wages 3.5% and 3% in its 2013-2015 Police contract and Leominster increased officers' base wages by 9% over 3 years, while Northborough provided increases of 2% a year from July 1, 2013 through July 1, 2015. Percentage increases for selected towns without the accompanying wage matrixes do not constitute compelling evidence.

Although the Union and its witnesses referred to an environment of 2% annual cost of living (COLA) increases, the Consumer Price Index (CPI)<sup>5</sup> summary presented by the Town (T-6) and based on the Consumer Price Index figures for Urban Wage Earners and Clerical Workers (CPI-W, as compiled by the Bureau of Labor Statistics, shows that increases in the index have tapered off from 2011 to 2015 as follows:

| Year | Percentage Increase |
|------|---------------------|
| 2011 | 3.4%                |
| 2012 | 2.0%                |
| 2013 | 1.3%                |
| 2014 | 1.2%                |
| 2015 | -0.6%               |

External comparisons are important in any analysis of what constitutes an appropriate wage increase for a given group of employees, but they are not the exclusive bases for arriving at a decision. Also important are internal comparisons. What increases has the municipality given to other groups of employees during the approximate time period at issue? Unrebutted data presented

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<sup>5</sup> A cost-of-living adjustment (COLA) is an "increase or decrease in wages based on the fluctuation of the Consumer Price Index or any local measure of changes in prices. *Roberts' Dictionary of Industrial Relations*, 4<sup>th</sup> ed. 1994.



by the Union shows that the Town's negotiated contract with the Department of Public Works (DPW) for the period July 1, 2014 through June 30, 2016 contained the following increases to the bargaining unit's base wages:

|                           |      |
|---------------------------|------|
| Effective July 1, 2014    | 1.0% |
| Effective January 1, 2015 | 1.0% |
| Effective July 1, 2015    | 1.0% |
| Effective January 1, 2016 | 1.0% |

The pattern of 1% splits continued into the successor agreement, with 1% splits effective on July 1, 2016 and January 1, 2017. The DPW, therefore, had a 3-year accumulated base wage increase of 6%, although actual dollars received were less.<sup>6</sup>

With respect to funding the retroactive pay increases, the evidence presented demonstrates that there is precedent for such increases by transferring funds from the Stabilization Fund. The Warrant for the Special Town Meeting on January 30, 2016 shows that the Clinton Finance Committee approved a warrant article to "transfer from the Stabilization Fund or take from available funds the sum of \$25,830.00, or any other sum, said sum to be expended by the Department of Public Works to fund retroactive wages as part of a negotiated agreement between the Town of Clinton, through the Board of Selectmen, and the American Federation of State, County & Municipal Employees—Council #93 for the period July 1, 2014 to June 30, 2016, having been negotiated in accordance with M.G.L. Chapter 150E, as amended, or act in any manner relating thereto." (U-6c.) An article posted in the February 5, 2016 *Worcester Telegram* confirms that the Town Meeting approved all warrants, including the one to fund the DPW retroactive pay.

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<sup>6</sup> In the DPW's successor agreement, the percentage wage base increases were 2.25% on July 1, 2017; 2.25% on July 1, 2018. While these two contract years are outside the time frame of the police contract that is the subject of this agreement and cannot serve as a pattern to be adopted by this Panel, they do demonstrate that with sufficient lead time to budget, the Town is fiscally able to award larger increases.

In reaching its decision, the Panel also took note of the fact that the base wage in the contract immediately prior to the one that is the subject of this interest arbitration contained two zeros. As noted above, that May 2014 Memorandum of Agreement provided the following wage increases:

|                        |      |
|------------------------|------|
| Effective July 1, 2011 | 0.0% |
| Effective July 1, 2012 | 2.0% |
| Effective July 1, 2013 | 0.0% |

In light of the two zeros in the 2011-2014 contract, the Panel finds that year 3 of the instant contract should include 2% wage increase and base buildup proposed by the Union.

Based on the evidence presented by the Union and the Town, including Clinton Patrol Officers relative ranking within their peer communities, the Town's ability to pay and the CIP for the most recent years for which it is available, the Panel concludes that the following wage increases are warranted:

|                           |      |
|---------------------------|------|
| Effective July 1, 2014    | 1.0% |
| Effective January 1, 2015 | 1.0% |
| Effective July 1, 2015    | 1.0% |
| Effective January 1, 2016 | 1.0% |
| Effective July 1, 2016    | 2.0% |

With respect to Article XXIX, Duration, it shall be renumbered Article XXX to accommodate new Article XXIX, No Strike, and the date shall be changed to reflect the years covered. Thus, new Article XXX shall read:

This Agreement shall remain in effect from July 1, 2014 to June 30, 2017 and shall continue from year to years, unless the party requests, in writing, an opportunity to renegotiate or add a new article. Such requests must be in writing ninety (90) days prior to June 30, 2017. This Agreement, in such event, will remain in full force and effect, until the submitted changes have been duly executed and signed.

## **AWARD**

### **ISSUE #1: EDUCATION, ARTICLE X**

Effective July 1, 2016 the Town shall provide bargaining unit members not eligible for Quinn Bill benefits the following education incentive stipends:

|                    |         |
|--------------------|---------|
| Associate's degree | \$1,000 |
| Bachelor's degree  | \$2,500 |
| Master's degree    | \$3,500 |

### **ISSUE #2: CLOTHING, ARTICLE XX**

Each employee, in addition to his regular pay, shall receive a clothing allowance for the upkeep of his uniform and equipment as follows:

| <u>Effective Date:</u> | <u>Amount:</u> |
|------------------------|----------------|
| July 1, 2014           | \$1,050        |
| July 1, 2015           | \$1,100        |
| July 1, 2016           | \$1,150        |

### **ISSUE #3: SHIFT DIFFERENTIALS, ARTICLE XIVA**

Effective July 1, 2015, Article XIVA shall be amended to read:

|                   |         |
|-------------------|---------|
| Early Night Shift | \$1,000 |
| Late Night Shift  | \$1,250 |
| Night Split Shift | \$1,250 |

### **ISSUE #4: DETAILS, ARTICLE IX**

Effective on the day following implementation of this Agreement, the rate of pay for Extra Paid Details shall be Forty-Five Dollars (\$45.00) per hour.

### **ISSUE #5: PAYROLL DEDUCTION OF UNION DUES, ARTICLE IV**

A new Section E shall be added to Article IV. It shall read as follows:

(E) The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full

responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Sections 17A and 17G.

#### **ISSUE #6: SPECIAL LEAVE, ARTICLE XVIII**

The following new language shall be added to Article XVIII, Special Leave:

(d) Effective 60 days from the implementation of this agreement, Special Leave shall be limited to one special leave per month per bargaining unit member, subject to subsection (b) above.

#### **ISSUE #7: SICK LEAVE, ARTICLE XIX**

Article XIX, Sick Leave, shall be amended by adding the following new language:

If an employee works "extra detail" and then uses sick leave to cover his or her next regularly scheduled shift that falls within a 24-hour period of the detail, said employee's detail list will be credited an additional 24 hours.

#### **ISSUE #8: NO STRIKE (New Language)**

The existing Article XXVIII shall be renumbered as Article XXX and a new Article XXIX shall be inserted. Said new article shall read as follows:

#### **ARTICLE XXIX, NO STRIKE**

**Section 1** No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

**Section 2** The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing,

sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

**Section 3** The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

**Section 4** Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

**Section 5** The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in a court of appropriate jurisdiction to enforce this Article.

**Section 6** This Article does not extend to an employee or the Union's ability to engage in informational pickets that are not considered work stoppages or withholding of services from the Town. Informational pickets are defined as pickets which inform the public about a matter of concern important to the Union.

#### **ISSUE #9: WAGES AND DURATION**

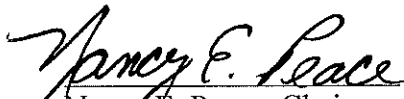
The base wage rates set forth in Article XVI shall be increased as follows:


|                           |      |
|---------------------------|------|
| Effective July 1, 2014    | 1.0% |
| Effective January 1, 2015 | 1.0% |
| Effective July 1, 2015    | 1.0% |
| Effective January 1, 2016 | 1.0% |
| Effective July 1, 2016    | 2.0% |

With respect Article XXIX, Duration, it shall be renumbered Article XXX to accommodate new Article XXIX, No Strike, and the date shall be changed to reflect the years covered. Thus, new Article XXX shall read:

This Agreement shall remain in effect from July 1, 2014 to June 30, 2017 and shall continue from year to years, unless the party requests, in writing, an opportunity to renegotiate or add a new article. Such requests must be in writing ninety (90) days prior to June 30, 2017. This Agreement, in such event, will remain in full force and effect, until the submitted changes have been duly executed and signed.

Respectfully submitted this 29th day of November 2016,

  
Nancy E. Peace, Chair

  
Richard D. Tranfaglia

\_\_\_\_\_  
Kenneth Scanzio