

IN THE MATTER OF

LOCAL 93, NEW ENGLAND POLICE BENEVOLENT ASSOCIATION

and

CITY OF CHELSEA

Interest Arbitration

Case No. JLMC-16-5312

Arbitration Panel: Beth Anne Wolfson, Neutral Arbitrator
Alan Andrews, Police Representative
John Petrin, Management Representative

Appearances:

For the City: Kay Hodge, Esq.
Stoneman, Chandler & Miller

For the Union: Sean McArdle, State Director
NEPBA

STIPULATED AWARD
APPROVED BY THE ARBITRATION PANEL

BACKGROUND

The City of Chelsea (City) and the New England Police Benevolent Association (Union) are parties to a collective bargaining agreement (CBA) that expired June 30, 2016. The Union represents a bargaining unit composed of patrol officers.

Previously, the Union and the City filed a Memorandum of Agreement with the Massachusetts Joint Labor Management Committee (JLMC) dated June 6, 2018, requesting that the parties proceed directly to mediation/arbitration with a neutral Mediator/Arbitrator selected through the process of the JLMC. By letter dated July 23, 2018, the undersigned neutral was appointed by the JLMC to serve as Chairman of the Arbitration Panel. The Management

member of the panel was JLMC Committee member John Petrin, and the Union member was JLMC Committee member Alan Andrews.

Pursuant to the parties' Memorandum of Agreement, the tripartite panel held a mediation session on October 16, 2018. During the mediation, the panel and the parties discussed informally information provided by the parties. As a result of mediation the parties came to agreement on the outstanding issues before the JLMC. Included in this Stipulated Award are the issues resolved by the parties both as memorialized in their Memorandum of Agreement dated June 8, 2018, filed with the JLMC, and as resolved through mediation of the outstanding issues before the tripartite panel of the JLMC. Any issues not mentioned in this Stipulated Award will continue as provided for in the parties expired CBA. The goal of this Panel, in approving the Stipulated Award, is to assist the parties in reaching a fair resolution that reflects their concerns and adheres to the factors set forth in Chapter 589 of the Acts of 1987.

AWARD

1. ARTICLE 4 - NON-DISCRIMINATION

Change to read as follows:

SECTION 1. In accordance with applicable law, the City and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, creed, ethnicity, sex, sexual orientation, national origin, pregnancy, **gender identity**, disability or age, nor will they limit coverage by this Agreement based on an individual's race, color, religion, creed, ethnicity, sex, sexual orientation, national origin, pregnancy, disability or age nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of an individual's race, color, religion, creed, ethnicity, sex, sexual orientation, national origin, pregnancy, **gender identity**, disability or age.

2. ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION

Change to read as follows:

Step 1. Grievances may first be **presented within fourteen (14) business days of the alleged violation or harm** by the employee and/or the Union representative to the captain designated by

the Chief as in charge of the employee's shift or such other captain so designated, and an earnest effort shall be made to adjust the grievance in an informal manner.

3. ARTICLE 13 – COMPENSATION, Section 1

Rewrite section to read as follows:

Section 1: Pay schedules are attached hereto and incorporated herein as Appendix A. Said schedules represent the following increases:

FY17 Effective July 1, 2016	<u>2.5%</u> Increase in Base Pay (retroactive)
FY18 Effective July 1, 2017	<u>3%</u> Increase in Base Pay (retroactive)
FY19 Effective July 1, 2018	<u>3%</u> Increase in Base Pay (retroactive)
FY20 Effective July 1, 2019	<u>3%</u> Increase in Base Pay
FY20 Effective Jan. 1, 2020	<u>1%</u> Increase in Base Pay

4. ARTICLE 17 - PAID DETAILS, Section 8

Change to read as follows:

SECTION 8. Effective 30 days after ratification the paid detail rate shall be forty-nine dollars (\$49) per hour for all ranks.

5. ARTICLE 18 -CLOTHING ALLOWANCE AND EQUIPMENT

Change to read as follows:

SECTION 1. Effective July 1, 2000, employees shall receive a yearly clothing allowance of one thousand dollars (\$1,000) payable **in the first pay period of July each year**. The Chief may prescribe the uniforms to be worn. In the event of a change in the required uniform, the City agrees to pay the cost of the initial issue of the items changed. An initial issue shall be three (3) shirts for winter and three (3) shirts for summer. In the event the City only orders a uniform change for one season rather than winter and summer, the City will only be obligated to pay the cost of that particular issue, e.g. if the winter uniform is changed but not the summer uniform, the City will only pay the cost of replacing the winter uniform.

6. Article 22, Section 3.

Change section 3 to read as follows:

- A) Maternity leave shall be granted in accordance with the provisions of MGL Chapter 149, Section 105D. Female employees shall be granted up to one (1) year of unpaid maternity leave without loss of seniority or benefits. Upon expiration of maternity leave, employees will be restored to their same position. Employees must return when their one (1) year leave expires if they are physically able. This Section also applies to female employees who adopt children under age eighteen (under age twenty-three if the child is mentally or physically disabled).
- B) Paternity leave shall be granted in accordance with the provisions of MGL Chapter 149, Section 105D. Male employees shall be granted up to eight (8) weeks of unpaid paternity leave without loss of seniority or benefits. Upon expiration of paternity leave, employees

will be restored to their same position. Employees must return when their eight (8) week leave expires if they are physically able. This Section also applies to male employees who adopt children under age eighteen (under age twenty-three if the child is mentally or physically disabled).

- C) If both parents are employees of the City of Chelsea, their combined parental leave available under MGL Chapter 149, Section 105D and the Family Medical Leave Act of 1993 will be the greater of that available (either one year, eight weeks, or twelve weeks) to the employee with greater eligibility. Employees will use accrued paid leave for part or all of their parental leave in accordance with City policies.

7. Article 27 – Miscellaneous, New Section 12

Add to read as follows:

As a condition of employment, all patrol officers will be domiciled within a thirty (30) miles radius (City line to City/Town line), in Massachusetts, of the Chelsea and shall remain domiciled within that radius during their term of employment. Effective January 1, 2019 newly hired patrol officers shall, within six (6) months of employment, shall become domiciled within the City and remain domiciled in the City for 5 years. After such residency period, and pursuant to G.L. c. 31, §58, the parties agree that Police Officers hired on or after January 1, 2019 shall be permitted to reside within fifteen (15) miles of the perimeter of the City of Chelsea, said distance being calculated in a manner consistent with Chapter 31, §58.

8. Duration


Article XXXI, Section 1:

Effective dates July 1, 2016 through June 30, 2017

Effective dates July 1, 2017 through June 30, 2020

Respectfully submitted this 8th day of November, 2018,


Alan Andrews, Union Representative


John Petrin, Management Representative


Beth Anne Wolfson, Neutral Arbitrator