

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

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| <i>In the Matter of the Interest Arbitration between:</i> | * |
| | * |
| TOWN OF AMHERST | * |
| | * |
| -and- | * |
| | * |
| AMHERST POLICE LEAGUE, LOCAL 431, | * |
| MASSCOP | * |
| | * |
| CASE NUMBER: JLMC-16-5366 | * |
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INTRODUCTION

The Town of Amherst, Massachusetts (Town) and the Amherst Police League, Local 431, MASSCOP (Union) are parties to a collective bargaining agreement (Agreement) dated July 1, 2013-June 30, 2016. (JX-1.) 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 Robin Carver and John Nelson, panel members.

By letter dated May 11, 2017, 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
2. Duration
3. Additional Duties Stipend
4. Accreditation
5. Hazardous Duty
6. Uniform allowance
7. No Time Off

Town's Issues

1. Wages
2. Duration
3. Sick Leave
4. Personal Leave
5. Longevity for New Hires
6. Education Incentive Pay
7. Miscellaneous Provisions – Career Development & Academy Fee

Prior to the arbitration, the Town withdrew its Sick Leave proposal and the parties reached agreement with respect to Hazardous Duty Pay. The Hazardous Duty Pay language is incorporated into this award to show the full range of changes that will be incorporated into the parties' 2016-2019 collective bargaining agreement.

In reaching its decisions, 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; the average consumer prices for goods and services, commonly known as the consumer price index (CPI); and the stipulations of the parties. The Panel has also taken into account the parties' bargaining history and the fact that the agreement that we are addressing will expire in just over four months. It is our view that many of the issues presented to the Panel are better decided by the parties. As a result, we have granted only a few of the proposals presented. It is our

expectation that the parties will return to the bargaining table forthwith to negotiate a successor agreement, at which time they may revisit the remaining proposals. We urge the parties to seek common ground and aim to achieve a collective bargaining agreement that addresses the needs of both parties, their constituents and the Town.

BACKGROUND

The Town of Amherst is located in central Massachusetts and has a population of approximately 39,000 residents. The Town and its police force are impacted by the fact that there are three institutions of higher education within its borders: Amherst College, Hampshire College and the University of Massachusetts, Amherst (UMass Amherst). While the two colleges have relatively modest student enrollments of under 2,000 students, during the regular academic year UMass Amherst has a student population of approximately 30,000 students. Because of the large number of students, officers are on occasion required to handle large crowds of unruly students, many of whom are combative as a result of alcohol consumption, such as the Blarney Blowout in March. Because prior experience has taught the department that certain periods are routinely problematic with respect to student behavior, the department has a policy of not permitting time off during those periods.

The Amherst Police Department consists of the Chief, a Captain, a Lieutenant, several Sergeants, and 30 Patrol Officer positions. In the past, the Patrol Officers and the Superior Officers were in the same bargaining unit. This is no longer the case. All full-time sworn Sergeants, Lieutenants and Captains are represented by the Amherst Police Supervisors Union. The Supervisors' collective bargaining agreement has effective dates of July 1, 2016-June 30, 2019.

(JX-3.)

The Town's finances are stable and the Town engages in long-term planning. The report prepared by the Town's Finance Committee in preparation for the 259th Annual Town Meeting on April 26, 2017, states that the Town has managed its finances well and "continues to enjoy a strong financial position thanks to conservative fiscal planning and excellent management by the Town's financial staff." (JX-4.)

THE ISSUES

ISSUE #1: Wages, Article XVI

Current Contract Language

Section 16.01

The following is compensation for all terms and conditions of this Collective Bargaining Contract, including but not limited to overtime, outside work details, holidays, vacations, sick leave and court time. Wages will be compensated in accordance with the Article, except as otherwise provided for in Article XIII. [Article 13 is Educational Incentive Pay].

* * * * *

[Note: The parties' 2013-2016 collective bargaining agreement contains an 8-step scale with each step providing slightly over a 5.2% increase. Effective July 1, 2015, Step 1 for Patrol Officers was \$40,212 and Step 8 was \$57,532. The "Outside Work Detail Rate" was \$49.79 an hour.]

Union Proposal

The Union proposes the following increases to the current 8-step wage scale:

| | |
|---|-------|
| Effective retroactively to July 1, 2017 | 3.00% |
| Effective retroactively to July 1, 2018 | 3.00% |
| Effective July 1, 2019 | 3.00% |

The Union contends that its wage proposal should be awarded because it would restore the pay parity between the Town's two police department bargaining units and maintain its relative position with respect to other comparable communities.

Town Proposal

The Town proposes to delete the current 8-step wage matrix and replace it with an 11-step matrix, effective July 1, 2016, as set forth in Town Exhibit-12, which is attached as Appendix A of this award. The minimums and maximums of the proposed 11-step matrix are as follows:

Effective July 1, 2016

| | |
|---------|----------|
| Step 1 | \$44,093 |
| Step 11 | \$59,258 |

Effective July 1, 2017

| | |
|---------|----------|
| Step 1 | \$44,975 |
| Step 11 | \$60,443 |

Effective July 1, 2018

| | |
|---------|----------|
| Step 1 | \$45,875 |
| Step 11 | \$61,652 |

The Town's proposal further provides:

Placement on New Salary Matrix and Steps

Those employees who are at the maximum step on the current scale will be placed on the new matrix at the maximum step. The following employees will be transitioned to the new Matrix in accordance with this table. Personnel Action Entries will be required for all steps except the initial placement which is effective July 1, 2016.

The Town contends that the Union has failed to establish why the Panel should deviate from the compelling principles of parity or explain why its members deserve a greater wage increase than other employees in the Town.

Discussion

The Panel reviewed the comparative data presented by the parties and their respective proposals and arguments. The Union's proposal would not create parity between the Town's two police department bargaining units, because the Supervisors' Unit has accepted the Town's 11-step matrix and other proposals that the Patrol Unit has not been willing to entertain. The Panel concluded that the appropriate wage increase for the parties' 2015-2018 collective bargaining agreement, which will expire in just over four months, is 2% per year for each of the three years.

Award

The current wage matrix shall be increased by 2% for each of the three years of the 2016-2019 collective bargaining agreement, effective July 1, 2016, July 1, 2017, and July 1, 2018.

ISSUE #2: Duration, Article XXXIII

Current Contract Language

Section 33.01

This Agreement shall be effective as of the first day of July, 2013 and shall remain in full force and effect until the Thirtieth day of June 2016. In the event that negotiations on a successor contract are not completed prior to June 30, 2016, then the terms of this contract shall remain in full force and effect until a successor contract is negotiated and ratified. Signed this 2nd day of October 2013.

Discussion

Both parties propose a 3-year agreement. Therefore, the only changes to Section 33.01 would be the effective date and the date signed.

Award

Section 33.01

This Agreement shall be effective as of the first day of July, 2016 and shall remain in full force and effect until the Thirtieth day of June 2019. In the event that negotiations on a successor contract are not completed prior to June 30, 2019, then the terms of this contract shall remain in full force and effect until a successor contract is negotiated and ratified. Signed this ____ day of [add month and year.]

ISSUE #3: Additional Duties Stipend [New Language]

Union Proposal

The Union proposes the addition of the following new provision:

Additional Duties Stipend:

Officers taking on additional duties and responsibilities in the following areas will be compensated at \$40 per week and will be included in the base pay: Crime Scene Services, Property Officer, Field Training Officer, Warrant Entry Team, Disease Intervention Control Officer, Critical Incident Team, Sex Offender Registry Board, officers assigned to On-line reporting and Officers fluent in Spanish. These additional duties cannot be combined for additional compensation beyond the \$40 per week.

Noting that Article 25.01 of the parties' agreement already provides for additional compensation of \$25 per shift for the Field Training Officer, the Union contends its proposal would broaden the work responsibilities outside normal patrol duties for which Patrol Officers are compensated.

Town Proposal

The Town contends that the Union's proposal should be denied because it contains no limiting language or further clarification of which tasks or responsibilities warrant an additional duties stipend.

Discussion

The Union offered testimony by three officers who support this proposal based on the work that they and others perform. While these officers do perform a number of special activities or take on responsibilities not performed by all officers, it is also the case that for the most part, these additional duties are performed during the officers' regular shifts. There may, indeed, be good reason for some of the activities and responsibilities listed in the Union's proposal to receive additional stipends, the Panel does not believe that it is competent to decide which ones, if any. The parties must make such determinations at the bargaining table. The Union's proposal for an Additional Duties Stipend is denied.

Award

The Union-proposed new language is denied.

ISSUE #4: Accreditation [New Language]

Union Proposal

The Union proposes the following accreditation wage increase, effective the first day of the new contract:

Accreditation:

Members will receive a 2% wage increase for contributing to and maintaining the accreditation status of the agency. This wage increase will continue regardless of whether the Town maintains accreditation or not.

The Union asserts that the Panel should award its proposed 2% wage increase for accreditation because it is consistent with the 2% wage increase granted to the Police Supervisors by the Fraser Award. (UX-7, p.1.) The only difference is that the Patrol Officers' proposed 2%

wage increase was to take effect on July 1, 2016, whereas the Fraser Award ordered the increase to take effect for the Supervisors' unit on January 1, 2016. It also argues that the Panel should confirm Arbitrator Fraser's finding that Accreditation Pay was not awarded in 2001.

Town Proposal

The Town contends that the Panel should deny the Union's accreditation proposal because it received a base wage increase in 2003 for accreditation related duties. It also contends that the Union has failed to establish that an across-the-board increase for accreditation is warranted.

Discussion

The Panel does not attempt to resolve the parties' disagreement about whether the Patrol Officers have previously received additional compensation for accreditation-related duties. While the Union presented testimony about the additional work the process entails, the Panel found many of these duties to be part of the officers' daily responsibilities that are performed during their normal shifts. Certainly it is in the officers' interest to be members of an accredited department, especially in a Town such as Amherst. It may be that a closer drilling down of some of the duties would demonstrate that additional compensation is warranted. Such an exploration, however, is best done jointly by the parties at the bargaining table. The Panel denies the Union's proposal for a 2% wage increase for work undertaken on behalf of gaining and maintaining accreditation.

Award

The Union-proposed new language is denied.

ISSUE #5: Hazardous Duties [New Language]

The parties agreed to remove existing language of Article 6.03 that reads:

“In the event the Chief of Police determines there is need for personnel to attend to a potentially riotous or hazardous event, those employees called in shall receive compensation at two (2) times their regular rate of compensation for the duration of the event. Those employees already scheduled to work and reassigned to the event shall be compensated at their regular overtime rate for the duration of the event.”

The Town and the Union agreed to the insertion of this language:

Special Incidents/Medical Response Stipend

Effective July 1, 2017, all members of the bargaining unit shall receive an annual payment of One Thousand Dollars (\$1,000.00). Effective July 1, 2018, the annual payment shall be One Thousand Two Hundred Fifty Dollars (\$1,250.00). Such payment shall be made on or about September 1 each year. Payment shall be made in recognition of extra supervisory mutual aid duties associated with special incidents, including but not limited to potentially riotous situations; and in recognition of mandated medical training and responses, including but not limited to the administration of drugs such as Naloxone (Narcan).

**ISSUE #6: Uniform Allowance
Uniforms and Equipment, Article IV**

Current Contract Language

Section 4.01

The Town of Amherst shall supply the members of the force with any equipment necessary to perform their duty and shall replace and repair the equipment as necessary. Each member will be equally, adequately, and impartially equipped as specified by the Chief of Police.

Section 4.02

The Town of Amherst will pay for the cleaning of uniforms of regular police officers at an establishment of the Town's choice to a maximum of two hundred dollars (\$200) per officer, per calendar year.

Section 4.03

All uniform and equipment articles remain the property of the Town.

Union Proposal

The Union proposes to replace Article 4.01 with the following new provision:

Section 4.01

Members of the Bargaining Unit will receive an annual allowance of \$1,500 for the purchase of uniforms, court attire, dry cleaning, supplies, and job-related equipment. This allowance will be paid on the first pay period of July.

The Union contends that the Panel should award the Union's proposal because under the current system officers sometimes experience long delays between notifying the department of the need for new uniforms and actually receiving them. Moreover, on occasion the department orders the wrong type of uniform. It also places a reimbursement limit on some items, such as boots, that is unfair in a job where officers are standing or walking during much of the day, and refuses to purchase some necessary pieces of equipment, such as puncture-proof gloves, which means the officers must purchase the items themselves.

Town Proposal

The Town asserts that if the department were to provide officers with a cash uniform allowance, there is no guarantee that the monies would be expended for their intended purpose. Moreover, the system has worked effectively for at least 40 years. The Union has not demonstrated that there is need for change.

Discussion

It may be there is a need for some fine tuning of the Uniform Allowance operations, but such fine tuning is best accomplished by the parties, not imposed by an Arbitration Panel. Therefore the Panel finds that it must deny the Union's Uniform Allowance proposal.

Award

Current contract language.

**ISSUE #7: No Time Off (NTO)
Overtime, Article VI**

Current Contract Language

Section 6.05 Compensatory Time

Any officer may request compensatory time off in lieu of payment for hours of overtime worked. The maximum number of compensatory time hours accrued, but not used, may not exceed forty (40) at any period of time. Compensatory days off will not be granted beginning Thursdays at 4:00 P.M. and ending Sundays at 8:00 A.M. during the months of September, October, November, March, April and May. All compensatory time shall be scheduled with the permission and approval of the Chief of Police who may, at his/her discretion, grant an officer more compensatory time and/or time during restricted periods.

An officer may request the previously earned compensatory time paid in lieu of previously requested compensatory time. Such monetary compensation will be processed in conjunction with the payroll period following the written request for compensation.

Union Proposal

The Union proposes to add the following new provision to Section 6.05:

NTO

Members are deprived time off to spend with their family for several weekends during the spring and fall each year. As such, members will receive 2 hours of compensatory time for every day listed as no time off (NTO).

This proposal addresses the particularly significant disruption to officers' personal lives caused by the Department's No Time Off policy, the Union asserts. Moreover, it would be little or no cost to the Town, because the contract caps at 40 the number of compensatory hours an officer can accrue.

Town Proposal

The Town opposes this proposal, noting that the current contract language has been in place for at least 40 years, does not apply to personal or sick days, and vacation may and has been granted

during these weekends for extenuating circumstances. Moreover, this proposal would constitute a significant windfall for the Union because an officer is only subjected to the “no time off” rule if he or she is actually scheduled to work on a day designated as NTO. The Town calculates that this provision would cost the town in excess of \$140,000 in each year of the contract.

Discussion

The Panel is not willing to grant a change to a practice that has been in effect for more than 40 years. The Union’s proposal to add new language that provides compensatory time off for the Town’s policy of “no days off” weekends” during certain times of the year is denied.

Award

The Union-proposed new language is denied.

ISSUE #8: Personal Leave, Article III

Current Contract Language

Section 3.07 Personal Leave

All members of the bargaining unit shall be eligible for a maximum of three (3) paid Personal Leave days during the fiscal year. The use of personal leave is a privilege, rather than a right. As such, an employee wishing to take a Personal Leave day shall request the leave from the Chief of Police at least forty-eight (48) hours in advance except in emergencies.

Personal Leave days shall not be used to extend an employee’s vacation nor be granted for use on a holiday as designated in Section 9.01.

Employees may carry forward up to one (1) unused personal day into the next fiscal year for a total not to exceed four (4) days. Any days in excess of four (4) shall be forfeited.

Town Proposal

The Town proposes that Article III, Leaves, be amended by adding new language to the first paragraph of Section 3.07. The proposed new language is typed in bold:

All members of the bargaining unit shall be eligible for a maximum of three (3) paid Personal Leave days during the fiscal year. **In the first year of hire, allocation of personal days shall be prorated as follows: Hired July 1-October=3 personal days; November 1-February 29=2 personal days; March 1-June 30-1 personal day.**

The Union stated in its brief that it did not object.

Award

The first paragraph of Section 3.07 shall be amended to read:

All members of the bargaining unit shall be eligible for a maximum of three (3) paid Personal Leave days during the fiscal year. In the first year of hire, allocation of personal days shall be prorated as follows: Hired July 1-October=3 personal days; November 1-February 29=2 personal days; March 1-June 30-1 personal day.

ISSUE #9: Longevity for New Hires Longevity, Article XII

Current Contract Language

Section 12.01

Employees covered by this Agreement shall be entitled to an annual longevity payment in addition to his/her base salary.

Each employee, after completion of ten (10) years of accumulated full-time employment, shall be entitled to an annual longevity payment, in addition to the base salary, according to the following formula: The longevity payment which shall be paid on the first payday after the employee's anniversary date, shall be equal to the employee's bi-weekly pay then in effect multiplied by one twentieth (1/20) of the number of years of accumulated full-time employment.

Town Proposal

The Town proposes that Article XII, Longevity, be amended by adding the following:

For all members of the bargaining unit hired after July 1, 2016, the following Longevity Payment shall apply:

\$ 750 at ten (10) years
\$1,000 at fifteen (15) years
\$1,250 at twenty (20) years
\$1,500 at twenty-five (25) years.
\$2,000 at thirty (30) years.

Members of the bargaining unit hired after July 1, 2016 must be active employees on the date of payout to receive payment for the period of time since the previous payout.

Noting that in fiscal year 2000 the Town's bargaining units, including the Patrol Unit, switched from a flat dollar amount longevity to a percentage of base pay, the Town asserts that for the Police Department alone the longevity costs have more than doubled. Moreover, the wage gap between officers with less than ten years of service and those with more has increased significantly.

Union Proposal

The Union asserts that the Panel should reject the Town's proposal to establish a flat longevity rate for employees hired after July 1, 2016, because it unfairly lowers compensation for members of the department that have devoted their careers to the Town and because it creates a benefit that will decrease in value over time. In light of the increasingly difficult job faced by Amherst police officers as a result of the frequent large student parties, disturbances and riots, reducing longevity for new hires is profoundly unfair.

Discussion

The Panel finds that any changes to the longevity benefit are more appropriately achieved at the bargaining table. Therefore, the Town's proposal is denied.

Award

Current contract language.

ISSUE #10: Educational Incentive Pay, Article XIII

Current Contract Language

Section 13.01

The Town of Amherst endorses the principle of incentive pay for higher education and will work toward the implementation of that principle.

Section 13.02

The Town of Amherst hereby establishes a Career Incentive Pay Program offering salary increases to regular full-time members of the Police Department for furthering their education in the field of police work.

Educational Incentive Pay authorized by this section shall be granted by the following percentages which are calculated on the employee's base pay as contained in Article XVI, Compensation:

- Associate Degree 10%
- Baccalaureate Degree 20%
- Master Degree 25%

Members of the Bargaining Unit will be required to submit their transcripts from an accredited college or university to the Chief of Police on or before August 15 of each fiscal year. Payment under this Section will be made on or about October 1 and April 1 of each year.

Specifically, the amount of salary increase received by members of the Bargaining Unit under this section of the contract will be treated as part of their salary for determining the amount of pension upon retirement and the amount of group life insurance to which they are entitled. Compensation for all other purposes under this collective bargaining contract will be in accordance with the terms and conditions of Article XVI, Compensation, as set out therein.

Town Proposal

The Town seeks to change the Educational Incentive Pay provision for employees hired after July 1, 2016 to the following:

- Associate Degree \$ 5,000
- Baccalaureate Degree \$10,000

Noting that it is currently funding the entire cost of the officers' Quinn Bill benefits, the Town argues that, like other towns and police unions, it is seeking alternative funding mechanisms in contract settlements and awards. It states that the pattern it proposes follows that awarded in JLMC No. 15-4470 (October 18, 2017) New England Police Benevolent Association, Inc. Local 57, Police Superior Officers and City of Woburn. It states that not only is its proposed incentive 83% higher than those offered in comparable towns, but also increases, by approximately \$500, the educational incentive for new hires under the current Quinn Bill.

Union Proposal

The Union opposes the Town's Educational Incentive Pay proposal, charging that it is an attempt to gut yet another benefit to bargaining unit employees hired on or after July 1, 2016 and, as with the Town's longevity proposal, would create a two-tier benefit, something the Union opposes. In a Town dominated by the University of Massachusetts, community policing strongly benefits from a highly educated police force, the Union asserts. It also notes that the Supervisors' contract contains the same Educational Incentive Pay language that is currently in the Patrol Officers' contract. Asserting that supervisors tend to have a higher level of education, the Union asks why would the Town want to reduce the incentive for Patrol Officers to seek more education and better prepare themselves to move up the ladder within the department?

Discussion

The Panel recognizes that many municipalities are grappling with the reduced state support of the Quinn Bill, but it is not willing to grant the Town's proposal in the context of the overall

package that it is awarding. Any changes to the parties' existing Education Incentive Pay benefit are more appropriately achieved at the bargaining table. The Town's proposal is denied.

Award

Current contract language.

**ISSUE #11: Career Development
Miscellaneous Provisions, Article XXXI**

Current Contract Language

Section 31.04 Career Development Program

Each member of the bargaining unit will participate in the Career Development Program. The self-assessment and meetings will take place annually. See Appendix B for the Procedure and forms.

Town Proposal

The Town proposes: Revise Appendix B to reflect an agreed-upon review procedure.

Union Proposal

The Union objects to the Town's proposal, arguing that the parties have never discussed a new process. It states that it is willing to engage in such discussions, but argues that such conversations should not be imposed by the Panel.

Discussion

The place to reach an agreed-upon review process is at the bargaining table. It would not be appropriate for this Panel to award an objective that the parties may or may not be capable of achieving. The Town's proposal is denied.

Award

Current contract language.

**ISSUE #12: Academy Fee
Miscellaneous Provisions, Article XXXI**

Current Contract Language

Section 31.06 Academy Fee

After the completion of five (5) years of continuous service with the Amherst Police Department, the employee shall be reimbursed the fees he or she paid in conjunction with attendance at the Massachusetts Criminal Justice Training Academy recruitment training academy.

Town Proposal

Section 31.06 Academy Fee

For those employees hired on or after July 1, 2016, the Town shall reimburse only those members who attended the Massachusetts Criminal Justice Training Academy recruitment training academy after being hired by the Town of Amherst. To receive reimbursement, the employees must have completed five (5) years of continuous service with the Amherst Police Department.

Noting that the current cost of the academy is \$3,000, the Town states that its proposed provision will affect only a small portion of the bargaining unit who attended the academy prior to being hired by the Town.

Union Proposal

The Union objects to the Town's proposal, arguing that it is yet another Town proposal that will create a two-tier system within the Patrol Officers' bargaining unit.

Discussion

While the Panel recognizes that awarding the Town's Academy Fee proposal will be a change, it notes that it does not create a two-tier system in the same way that the some of the Town's other proposals might. The Panel recognizes that some officers who attended the Academy before coming to Amherst may already have had their academy fee reimbursed by their

prior employer. Even if this is not the case, it seems reasonable to find that the Town should not be responsible for reimbursing fees incurred when not working for the Town of Amherst.

Award

Section 31.06 shall be amended to read:

Section 31.06 Academy Fee

After the completion of five (5) years of continuous service with the Amherst Police Department, the employee shall be reimbursed the fees he or she paid in conjunction with attendance at the Massachusetts Criminal Justice Training Academy recruitment training academy. For those employees hired on or after July 1, 2016, the Town shall reimburse only those members who attended the Massachusetts Criminal Justice Training Academy recruitment training academy after being hired by the Town of Amherst.

AWARD

ISSUE #1: WAGES

The retroactive wage increase for each of the three years of the 2016-2019 collective bargaining agreement shall be 2%, effective July 1, 2016, July 1, 2017, and July 1, 2018.

ISSUE #2: DURATION

Section 33.01

This Agreement shall be effective as of the first day of July, 2016 and shall remain in full force and effect until the Thirtieth day of June 2019. In the event that negotiations on a successor contract are not completed prior to June 30, 2019, then the terms of this contract shall remain in full force and effect until a successor contract is negotiated and ratified. Signed this ____ day of [add month and year.]

ISSUE #3: ADDITIONAL DUTIES STIPEND [New Language]

The Union-proposed new language is denied.

ISSUE #4: ACCREDITATION [New Language]

The Union-proposed new language is denied.

ISSUE #5: HAZARDOUS DUTY [New Language]

The Town and the Union agreed to the insertion of this language:

Special Incidents/Medical Response Stipend

Effective July 1, 2017, all members of the bargaining unit shall receive an annual payment of One Thousand Dollars (\$1,000.00). Effective July 1, 2018, the annual payment shall be One Thousand Two Hundred Fifty Dollars (\$1,250.00). Such payment shall be made on or about September 1 each year. Payment shall be made in recognition of extra supervisory mutual aid duties associated with special incidents, including but not limited to potentially riotous situations; and in recognition of mandated medical training and responses, including but not limited to the administration of drugs such as Naloxone (Narcan).

ISSUE #6: UNIFORM ALLOWANCE, ARTICLE IV

Current contract language.

ISSUE #7: NO TIME OFF [New Language]

The Union-proposed new language is denied.

ISSUE #8: PERSONAL LEAVE, ARTICLE III

The first paragraph of Section 3.07 shall be amended to read:

All members of the bargaining unit shall be eligible for a maximum of three (3) paid Personal Leave days during the fiscal year. In the first year of hire, allocation of personal days shall be prorated as follows: Hired July 1-October=3 personal days; November 1-February 29=2 personal days; March 1-June 30-1 personal day.

ISSUE #9: LONGEVITY FOR NEW HIRES, ARTICLE XII

Current contract language.

ISSUE #10: EDUCATION INCENTIVE PAY

Current contract language.

ISSUE #11: CAREER DEVELOPMENT

Current contract language.

ISSUE #12: ACADEMY FEE

Section 31.06 shall be amended to read:

Section 31.06 Academy Fee

After the completion of five (5) years of continuous service with the Amherst Police Department, the employee shall be reimbursed the fees he or she paid in conjunction with attendance at the Massachusetts Criminal Justice Training Academy recruitment training academy. For those employees hired on or after July 1, 2016, the Town shall reimburse only those members who attended the Massachusetts Criminal Justice Training Academy recruitment training academy after being hired by the Town of Amherst.

Respectfully submitted this 21st day of February 2018,

Nancy E. Peace, Chair

Robin Carver

John Nelson