

**COMMONWEALTH OF MASSACHUSETTS
JOINT LABOR MANAGEMENT COMMITTEE FOR MUNICIPAL POLICE & FIRE
INTEREST ARBITRATION PANEL**

IN THE MATTER OF THE INTEREST ARBITRATION

Between

TOWN OF CHELMSFORD

And

FRATERNAL ORDER OF POLICE, LODGE 110

JLMC Case No.: JLM-16-5531

OPINION

AND

AWARD

The Arbitration Panel members are:

Ira B. Lobel, Esq., Public Panel Member and Chairperson

Andrew Flanagan, Management Panel Member

Alan Andrews, Labor Panel Member

Appearances:

For the Town of Chelmsford

Marc L. Terry, Esq., Mirick, O'Connell

For the Chelmsford Fraternal Order of Police, Lodge 110

Jack Parton, Labor Relations Specialist, Fraternal Order of Police

Timothy Duggan, Esq., Duggan & Gianacoplos, LLC

INTRODUCTION

The Town of Chelmsford ("Town") and the Fraternal Order of Police, Lodge 110 ("Union") are parties to a collective bargaining agreement ("CBA") that expired June 30, 2014. The parties were unable to reach an agreement on the terms of a new CBA and submitted its dispute to the Massachusetts Joint Labor-Management Committee for Municipal, Police and

Fire (“JLMC”) under the procedures set forth by that body. By the submission of a document entitled “Voluntary Agreement for Arbitration of Collective Bargaining Dispute” on May 21, 2018, the parties identified issues that needed to be resolved in the arbitration process. The Union submitted the following issues: wages, drop two steps from wage scale, shift differential, work week, and duration. The Town submitted the following issues: wages, duration, light duty, and overtime procedure. By letter dated May 18, 2017, this Panel was appointed.

APPLICABLE LEGAL STANDARDS

Chapter 589 of the Acts of 1987, together with the standards promulgated by the JLMC on August 24, 2000, establishes the factors to be considered in any the interest arbitration determination. These shall include, but not be limited to the following:

- (1) Such an award shall be consistent with: (i) (I) Such an award shall be consistent with: (i) section twenty-one C of chapter fifty-nine of the General Laws, and (ii) any appropriation for that fiscal year from the fund established in section two D of chapter twenty-nine of the General Laws.¹
- (2) The financial ability of the municipality to meet costs.
- (3) The interests and welfare of the public.
- (4) The hazards of employment, physical, educational and mental qualifications, job training and skills involved.
- (5) A comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities.
- (6) The decisions and recommendations of the factfinder, if any.
- (7) The average consumer prices for goods and services, commonly known as the cost of living.

¹ M.G.I. c. 239 was repealed in 1990.

- (8) The overall compensation presently received by the employees, including direct wages and fringe benefits.
- (9) Changes in any of the foregoing circumstances during the pendency of the dispute.
- (10) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.
- (11) The stipulation of the parties.

BACKGROUND OF THE INTEREST ARBITRATION PROCESS

A hearing was scheduled to be conducted on September 4, 2018. At the start of the hearing, both sides were asked if they would like to try to settle the contract without a formal hearing. The parties discussed the various issues throughout the day and reached agreement on the outstanding issues. It must be noted that throughout the day, as discussions proceeded, the arbitration panel informally examined comparable data, both within the Town and in neighboring communities. Their insights were shared with the parties.

In assessing comparable data, both parties indicated that the Towns of Billerica, Reading, Tewksbury, and Wilmington were appropriate comparable communities to help the parties evaluate and determine appropriate salaries and other outstanding issues for the police in Chelmsford. (The Town also thought Dracut was a comparable community.) In addition, the Panel noted that earlier this year, an there was an interest arbitration decision issued for the Town's firefighters. .

As discussions progressed and the arbitration panel continued to evaluate the data put forth by the parties, there was an indication of the possible conclusions that an interest

arbitration award might reach. It was clear that the certainty of the contents of an arbitration decision reached after these intensive discussions was preferable to an arbitration decision reached several months from now that could conceivably reach different conclusions.

Accordingly, based on the above, the arbitration panel makes the following determinations. A brief comment before each issue explores the panel's rationale. Any issues not mentioned will continue as provided in the expired agreement. The following Award should be considered a comprehensive package.

1. **Article 15, Hours of Work.** Currently, the contract calls for "the regular average work week for the bargaining unit employee shall be thirty-seven and one-half (37.5) hours of a calendar week schedule, and shall be what is known as a 4 and 2 work week." The Union sought to increase the amount of paid time to 40 hours with no change in the current schedule. The Town was initially opposed to this proposal.

During the settlement discussions, it was shown that half of the contracts in comparable communities have a 40 hour work week. In addition, the dispatchers in Chelmsford have this type of provision for their hours of work. Because of their significantly different work schedule, it would be inappropriate to use firefighters as a comparable on this issue.

Award. Paid work week should increase from thirty-seven and one-half (37.5) to forty hours, with no change in the schedule. This would be effective January 1, 2019.

2. **Article 13, Wages.** The interest arbitration panel for the firefighters granted a pay increase of 2% each year of a three year contract starting July 1, 2016. It also provided for a 1% increase in the EMT stipend, which provided all members of the firefighters

unit an additional 1% wage increase. The Union argued this was an important comparable when determining the appropriate police settlement. In addition, the firefighters were awarded a minimum manning provision that significantly increased the cost of the firefighter settlement. This minimum manning provision relates to safety; the cost of its implementation should not be considered when costing the economic value of the firefighters package.

It must be understood that the increase from 37.5 to 40 hours represents a significant cost to the Town and a significant increase in pay to the police officers in the Union. In comparing the total cost of the firefighter package and the police package, the aim of the Panel was to have a total overall package of the settlement similar to the firefighters. Absolute identical comparisons are not possible because of the different approaches taken by each unit. Accordingly, in consideration of the total cost of the package for both the police and fire units, the Panel makes for the following Award on wages. This is an effort to keep firefighter settlement and the police settlement relatively the same.

Award. Increase the wage scale contained in Article 13 by the following percentages:

- a. Effective July 1, 2016 - 0.5%
- b. Effective July 1, 2017 – 0.5%
- c. Effective July 1, 2018 – 0.5%

3. Article 34, Shift Differential. The current contract calls for a shift differential of \$1.73 per hour. This is approximately equal to 6% of the hourly wage. The Union sought to increase the differential to 8%, in a flat dollar amount. The Town sought to maintain the current contract.

The panel examined the shift differential in comparable towns and concluded that there was no consistent trend. The panel, after discussions with the parties, concluded an increase was warranted as part of the overall compensation awarded to the police.

Award. The shift differential pay shall be increased to \$2.00 per hour.

4. **Article 36, Fire Arms Training Time.** The current practice has been to pay overtime to officers involved in firearms training, instead of compensatory time that is stipulated for all other types of training. The Town simply wanted to make this type of training consistent with all other types of training. The Union wanted to maintain status quo.

An examination of the labor agreements in the comparable communities does not indicate any set pattern for dealing with this issue. The panel concluded there was no logical reason for treating firearms training differently from other types of training. Accordingly, it determined that the position of the Town should be awarded.

Award. Fire arms training time will be addressed as compensatory time, as proposed by the Town. This will make it consistent with other types of training.

5. **Article 30A, Light Duty.** The Town proposed new language to deal with light duty assignments. The Union was not opposed to the concept of light duty language but argued that additional discussions are needed before effective and sensible language could be agreed to. It was suggested that the language should be referred to a labor management committee. In order to insure that the parties would be committing to developing acceptable language, it was proposed the parties will retain the neutral chair for mediation and/or arbitration if no agreement is reached by January 1, 2019.

Award. The subject of light duty will be referred to a labor management committee. If no settlement is reached by January 1, 2019, the parties will return to Arbitrator Lobel for future mediation and/or arbitration.

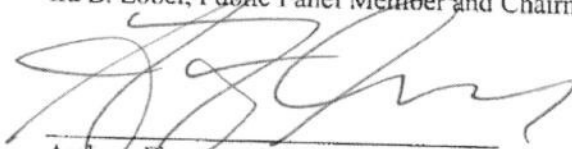
SUMMARY

The above provisions should be reviewed as a package. It has been the intent of the Panel to develop a fair and comprehensive overall package that would be fair to the Town and the police officers represented by the Union.

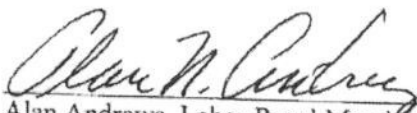
Dated: September 11, 2018



Ira B. Lobel, Public Panel Member and Chairman



Andrew Flanagan, Management Panel Member



Alan Andrews, Labor Panel Member