

**COMMONWEALTH OF MASSACHUSETTS  
JOINT LABOR MANAGEMENT COMMITTEE**

**IN THE MATTER OF  
INTEREST ARBITRATION  
BETWEEN**

**FALL RIVER POLICE ASSOCIATION,  
MASSCOP, LOCAL 1854**

**-AND-**

**CITY OF FALL RIVER**

**JLMC-16-5556**

**AWARD**

**A. CONTRACT DURATION; ARTICLE XXIV**

The collective bargaining agreement will have a duration of July 1, 2015 through June 30, 2018.

**B. WAGES; ARTICLE XIX**

(1) Effective July 1, 2017, a 2.0% across-the-board wage increase applied to all steps and columns of the Complete Base Salary Rates in effect on June 30, 2017.

**C. WAGE STEPS**

Status Quo, except as increased by the 2% across-the-board wage increase effective July 1, 2017.

**D. GRIEVANCE PROCEDURE; ARTICLE XV**

Grievances shall be presented within fifteen (15) work days of the occurrence(s), or first knowledge of the occurrence giving rise to the grievance, or unless the parties otherwise agree. An agreement to extend the grievance filing deadline shall be reduced to writing, and signed by representatives of the parties having the authority to do so.

**E. HOLIDAYS; ARTICLE VII**

Status Quo.

**F. FURLOUGHS (VACATIONS); ARTICLE XIV**

Status Quo.

**G. LEAVES OF ABSENCE; ARTICLE X**

Status Quo.

**H. QUINN BILL; ARTICLE XXII**

Status Quo.

**I. NIGHT SHIFT DIFFERENTIAL; ARTICLE XIX**

Status Quo.

**J. SICK LEAVE; ARTICLE XXIII**

Status Quo.

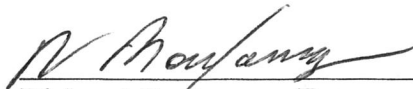
**K. WEEKEND DIFFERENTIAL**

Effective July 1, 2017, Police Officers working a weekend shift between the hours of 4:00 pm Friday through 8:00 am Monday receive a 5% weekend differential applied to their complete base pay as defined in Article XIX, Night Shift Differential. Such weekend differential shall not be included in base pay for purposes of determining court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime pay, vacation pay, sick pay, bereavement leave, and injured leave pay, and shall be included in base pay for pension/retirement purposes. Police Officers eligible for the Night Shift Differential shall receive it for weekend night shift work (First and Last Watch) in addition to the Weekend Differential.

I dissent on wages

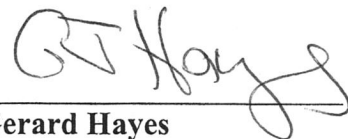


John Nelson  
Union Representative



Richard Boulanger, Esq.  
Chairman and Neutral Panelist

I dissent on  
weekend differential



Gerard Hayes  
Management Representative

Dated: 03/02/18

Dated: 3/2/18

Dated: March 2, 2018

## **I. INTRODUCTION**

The Joint Labor-Management Committee (JLMC) interest arbitration panel (panel) is composed of Union Representative, John Nelson; Neutral Panelist and Chairman, Richard Boulanger, Esq.; and City Representative, Gerard Hayes. The panel was appointed by the JLMC to resolve a contract dispute between Fall River Police Association, MASSCOP, Local 1854 (“Union”) and the City of Fall River (“City”). The parties submitted the following issues at the hearing: Duration; Wage Increase; Wage Steps; Grievance Procedure; Holidays; Furloughs (Vacations); Leaves of Absence; Quinn Bill; Night Shift Differential; Sick Leave; and Weekend Differential.

The interest arbitration hearing was held on November 29, 2017 at the Fall River City Hall, Fall River, Massachusetts.

The Union was represented by Ms. Susan Horwitz, Esq.. Union President Michael Perreira and Union Treasurer, Peter Daluz were called as witnesses by the Union.

Mr. John Clifford, Esq. represented the City. City Administrator Cathy Ann Viveiros was called as a witness by the City.

The parties were given full opportunity to present evidence and make arguments.

In formulating its arbitration Award, the panel considered the following provisions of c.589 of the Acts of 1987:

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.

The financial ability of the municipality to meet costs.

The commissioner of revenue shall assist the committee in determining such financial ability. Such factors which shall be taken into consideration shall include but not be limited to: (i) the city, town, or district's state reimbursements and assessments; (ii) the city, town or district's long and short term bonded indebtedness; (iii) the city, town or district's estimated share in the metropolitan district commission's deficit; (iv) the city, town or district estimated share in the Massachusetts Bay Transportation Authority's deficit; and (v) consideration of the average per capita property tax burden, average annual income of members of the community, the effect any accord might have on the respective property tax rates on the city or town.

The interests and welfare of the public.

The hazards of employment, physical, educational and mental qualifications, job training and skills involved.

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.

The decisions and recommendations of the factfinder, if any.

The average consumer prices for goods and services, commonly known as the cost-of-living.

The overall compensation presently received by the employees, including direct wages and fringe benefits.

Changes in any of the foregoing circumstances during the pendency of the dispute.



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, factfinding, arbitration or otherwise between parties, in the public services or in private employment.

The stipulation of the parties.

In formulating its Award, the panel applied all of the statutory elements to the evidence. The panel reviewed and applied relevant internal and external comparability data to the parties' issues. It also considered the City's ability to pay for the Award's financial aspects. In light of the evidence submitted, the majority of the panel concludes that the awarded proposals are justified, and that the City has the requisite ability to pay for the financial components of the Award, as discussed in more detail below. The terms of the parties' July 1, 2012 to June 30, 2015 collective bargaining agreement shall remain in effect in the July 1, 2015 through the June 30, 2018 contract, except as modified herein by the panel, or by the parties.

Based on the lack of operational justification, and the City's limited ability to pay for compensation increases, the City's proposals to modify contractual leaves (Sick Leave, Leaves of Absence, Furloughs (Vacations) are not awarded by the panel. Similarly, based on the lack of internal/external universe justification, and the City's limited ability to pay, the Union's Night Shift Differential, Wage Steps, Quinn Bill, and Holiday proposals are not awarded. The City's grievance initiation proposal was awarded by the panel as it makes sound labor relations sense to include such a filing restriction in the grievance procedure, and such limitations are common in collective bargaining agreements. In addition to a 2% wage increase effective July 1, 2007, the Union's proposal to add a weekend differential is awarded by a majority of the panel based on

internal public safety justification, and the City's ability to pay.

## **II. FINDINGS AND OPINION**

### **A. CONTRACT DURATION; ARTICLE XXIV**

1.) The predecessor contract had a July 1, 2012 to June 30, 2015 term.

#### **2. CITY:**

The City seeks a July 1, 2015 through June 30, 2018 collective bargaining agreement.

#### **3.) UNION:**

The Union seeks a July 1, 2015 through June 30, 2018 contract.

#### **4.) DISCUSSION:**

Both parties propose a three (3) year agreement from July 1, 2015 through June 30, 2018.

#### **5.) AWARD**

The collective bargaining agreement will have a duration of July 1, 2015 through June 30, 2018.

### **B. WAGES; ARTICLE XIX**

1.) The parties negotiated the following wage increases for the period July 1, 2012 through June 30, 2015:

July 1, 2012 – 2.5%

July 1, 2013 – 2.5%

July 1, 2014 – 2.5%

#### **2.) UNION PROPOSAL:**

The Union proposes the following wage increase for the period July 1, 2015 through June 30, 2018:

July 1, 2015 – 3% wage increase;

July 1, 2016 – 3% wage increase;

July 1, 2017 – 3% wage increase;

**3.) CITY COUNTER-PROPOSAL:**

In the 2015-2018 collective bargaining agreement, the City proposes the following wage increase:

July 1, 2015 – 0.0% wage increase;  
July 1, 2016 – 0.0% wage increase;  
June 30, 2018 – 2.0% wage increase;

**4.) DISCUSSION:**

The Union argues that the dangers and risks of City law enforcement work, as well as internal and external comparability data justify its cost-of-living increase proposal, and that the City has an ability to pay for same. The Union also points to CPI increases as justification for the Union's wage increase proposals. (See Union Exhibit #17 and City Exhibit #20.) The City contends that internal and external universe data support its wage increase offer, and that it cannot afford the Union's proposal which has two (2) years of retroactive pay for which there is no appropriation. The lack of wage increases in FY16 and FY17 avoided employee layoffs, according to the City. The panel's wage increase award mirrors that negotiated by the City, and most of its unions for the contract period July 1, 2015 to June 30, 2018, including the Firefighters union. (See City Exhibits #11a-#11c, #17 and (See Union Exhibits #5-#10.) It is the City's limited ability to pay, and not the justification for the wage increases, which leads to a majority of the panel's acceptance of the City's wage increase pattern.

**a.) JUSTIFICATION**

City Police Officers' workload and risks are formidable. City Police Officers are presented with varied and challenging hazards and dangers as they protect citizens, visitors and

their property. (See City Exhibit #9 and Union Exhibits #12a-#12d.) The Opioid crisis has added to the risk and dangers of City law enforcement work requiring Police Officers to regularly administer “Narcan” to overdose victims. (See Union Exhibits #3D and #12d.) The risks and hazards of City Police work justify reasonable and fair compensation. To satisfy that standard, the panel must scrutinize internal public safety (Firefighters), other City bargaining unit, and universe Police Officer total compensation, and compare it to City Police Officer compensation. While salaries are the largest component of employee compensation, the total allotment of benefits must also be considered. The reason that a comparable salary base does not necessarily result in competitive compensation is that other financial benefits may result in higher or lower comparative total compensation figures when combined with base salaries, augmented by wage increases.

**i.) INTERNAL PUBLIC SAFETY COMPARABILITY DATA;**

The Union argues that the Firefighters increased their compensation by 8.1% in the FY15-FY18 contract period. (See Union Exhibit #5b.) However, it includes Opioid Awareness Training stipends for which Police Officers received personal leave. The Union’s Firefighter comparability data shows that total Firefighter compensation at five (5) years of seniority exceeds that of a Police Officer. (See Union Exhibits #5c and #19.) Significantly, however, the statistics exclude the Quinn Bill benefit. (See Union Exhibit #5c.) The City contends that comparing a ten (10) year Firefighter’s compensation to that of a ten (10) year Police Officer as of June 30, 2017, without factoring in the Quinn Bill benefit, discloses that a Firefighter’s annual base salary is \$682 greater than that of a Police Officer. (See City Exhibits #14 and #16.) However, when Police Officers’ Quinn Bill benefits are added to their salaries, Police Officers

earn more by up to 11.08% more salary than Firefighters at the Master's Degree level. (See City Exhibit #16.) It is clear that when Police Officer Quinn Bill benefits are included in total compensation, Police Officers' total compensation exceeds that of Firefighters' total compensation.) (See Union Exhibit #5c and City Exhibit #16.) Furthermore, Police Officer vacation benefits provide more leave than that available to City Firefighters. (See City Exhibit #16.)

The Union asserts that not only should Firefighter compensation be reviewed as part of an internal public safety analysis, but so too should the City's EMS workforce be included. The Union points to wage increases to EMS-Paramedics that were in excess of the City-wide wage pattern as evidence that the City has an ability to pay beyond the City-wide wage pattern (0%-FY16; 0%-FY17; 2%-FY18). (See Union Exhibits #7a-#7d, #19 and City Exhibit #12.) The City argues that it had difficulty recruiting and retaining EMS-Paramedics, and needed to boost their salary base in order to maintain revenue viability. Without the EMS-Paramedics, the City would not be able to run its ambulances, losing revenue which would then be earned by mutual aid EMS communities in operating the ambulances. The Union also points to the re-classification of City Water and Sewer Department employees that led to wage increases up to 40% of their base salaries. (See Union Exhibits #6a-#6d and City Exhibit #27.) The City argues that City Water and Sewer Department employees and EMS-Paramedics were paid significantly below comparable workers before the salary upgrades. In any event, the EMS-Paramedic and Water and Sewer Department employees were both paid far less than Police Officers, according to the City.

It is clear that in reaching contracts with Water and Sewer Department, and EMS-

Paramedic employees that the City exceeded the City-wide municipal wage pattern. It is important to point out that both the Water and Sewer Department, and EMS-Paramedic units are funded by Enterprise accounts that generate revenue from which their salaries are paid, unlike Police Officers, Firefighters, DPW employees, and others, whose wages must be budgeted and annually financed by general revenues, including residential real estate tax receipts, which are low when compared to universe cities and towns. The Union also argues that the wage increase negotiated by the Teachers Union (Fall River Educators Association) and the Fall River School Committee exceed the City-wide municipal wage pattern. (See Union Exhibit #11.) However, the School Committee has considerable autonomy in its budgetary spending. Furthermore, the panel was not supplied comparability data to assess those wage increases.

The Union also relies on the City's salary increase to City Administrator Cathy Ann Viveiros whose annual salary was boosted by approximately \$27,000 in new compensation. The Union also points to a \$40,000 increase in the salary of Mary Sahady, the City's Financial Services Director. The City objected to the Union's introduction of newspaper articles which reflect the salary increases to Ms. Viveiros and Ms. Sahady because they were submitted with the Union's post-hearing brief, and the City did not have an opportunity to respond to them. The Union counters that the information is fair game in an interest arbitration case. According to the Union, the increases are relevant in the same fiscal year that Police Officers are seeking a 3% cost of living adjustment, and the City claims an inability to pay.

Over the City's objection, a majority of the panel comments that the salary increases to Ms. Viveiros and Ms. Sahady are not dispositive of Police Officers' wage increases, or the City's ability to pay for Police Officers wage adjustments. According to the newspaper article, a market

survey of City Administrator compensation was undertaken by the City. The research disclosed that even with the increases, Ms. Viveiros was underpaid, according to the City's Mayor. It is worthy of note that Ms. Sahady's salary was increased because her part-time work hours were increased to full-time employee status. The panel acknowledges that by such compensation increases the City created a public relations issue with the Union. However, we have no comparability data to assess salary increases to Ms. Viveiros and Ms. Sahady. Furthermore, funding the salary adjustments for Ms. Viveiros and Ms. Sahady is considerably less expensive than financing a wage increase for approximately one hundred seventy (170) Police Officers. By themselves, the salary adjustments granted to Ms. Viveiros and Ms. Sahady do not support the City's ability to pay a wage increase above 2% effective July 1, 2017 for City Police Officers.

ii.) **EXTERNAL COMPARABILITY DATA;**  
**POLICE OFFICER UNIVERSE COMPENSATION**

The City's universe is comprised of the communities of Attleboro, New Bedford, Taunton, Brockton and Plymouth. (See City Exhibits #15 and #18.) The Union proposes a universe consisting of the City's universe, and the cities of Lowell, Springfield, and Everett. (See Union Exhibit #18.) The City's universe is appropriate, as all communities are geographically located in Southeastern, Massachusetts, and all are cities except Plymouth, a large town. Additionally, most of them have roughly the same population size as Fall River, and share other demographics. The City of Everett is a greater Boston community, typically reflecting a higher compensation factor than the South Coast region. The City of Springfield is located in the western part of the Commonwealth, and as the third largest city in the Commonwealth, its Police Officer compensation cannot be used to evaluate the City's Police Officer wage and benefit



rates. The City of Lowell is a Merrimack Valley community that is geographically distinct from the City with a traditionally distinguishable wage and benefit track vis á vis the City.

The City contends that as to base salaries, City Police Officers compare favorably with their universe counterparts, exceeding the average. (See City Exhibit #15.) The City also argues that in addition to favorable base salaries, Police Officers' vacation and sick leave benefits considerably outdistance those paid leaves in universe communities. It is clear from the evidence that the City's three (3) year wage increase offer to the Union is lower than those increases granted in universe communities. (See Union Exhibit #18B.) However, City Police Officers are competitively compensated relative to universe Police Officers, including Quinn Bill benefit base salaries, night shift differential, uniforms, longevity and proficiency, and they lead the pack in vacation and sick leave. (See City Exhibit #15 and Union Exhibit #18A.) In FY16, the City Police Officers exceeded the universe average in base salaries by 3.99% at the first step, 3.53% at the third step and 2.80% at the last step. (See City Exhibit #15.) However, with no wage increase in FY16 and FY17, as contrasted with universe communities, that competitive standing is likely to decline. Consequently, in the next round of bargaining, the parties will be required to assess the universe ranking resulting from the limited (2%) wage increase applied to City Police Officers' base salaries in the period 2015-2018.

A majority of the panel find that a 2% wage increase effective July 1, 2017 is justified by the evidence including internal and external comparability data.

**b.) ABILITY TO PAY**

**i.) COSTS**

The City calculated the cost of Union's annual 3% wage increase proposal at \$886,619.

(See City Exhibit #22.) Together with other benefit cost items, the total cost of the Union's three (3) year proposal is \$1,791,514 or 16% of the Police Department budget (See City Exhibit #22.)

ii.) **CITY FINANCES**

The evidence reveals that the City faced significant financial challenges in the contract period encompassing FY16-FY18. (See City Exhibit #10.) A community in such financial straits simply does not have the ability to pay for the Union's financial proposals, including an uncompounded 9% wage increase over the FY16 through FY18 period. In FY16, the first year of the contract, the City received a substandard A<sub>3</sub> bond rating from Moody's, and a deficient A- bond rating from Standard and Poors. (See City Exhibit #6.) In the Moody's report dated January 23, 2017, the half-way point in the July 1, 2015 to June 30, 2018 collective bargaining agreement, Moody's deleted the City's negative outlook attributed to the City in earlier ratings, but voiced the following concerns:

Rating Outlook:

The negative outlook has been removed due to the modest operating surplus at the end of fiscal 16. We expect the implementation of zero-based budgeting to stabilize the financial position over the near term while still maintaining very low reserve levels. Operations of the City will remain challenged and any material change in other credit factors could negatively pressure the overall rating if the financial position does not improve over time. (See City Exhibit #6.)

Moody's commented as follows concerning the A<sub>3</sub> rating:

The A<sub>3</sub> underlying rating reflects a limited financial position with very narrow reserves that is expected to remain stable but struggle to improve over the near term. The rating also incorporates the sizeable tax base with below average income levels and outsized poverty rates, a high debt burden, and large pension liability. (See City Exhibit #6.)

As to the Moody's and Standard and Poor's bond ratings, the City was the lowest of the universe communities. (See City Exhibit #18.) As regards single family tax bills in 2017 and per

capita income in 2014, the City was the lowest of universe cities and towns. (See City Exhibit #18.) In FY17, , the second year of the contract, the City was 16.66% below the universe average in tax levy. (See City Exhibit #18.) Relative to State Aid in FY17, the City was 35.83% above the universe average. While the City's anticipated real estate tax revenues were 36.1% of the FY18 budget, State Aid is 53.0% of that budget, underscoring the City's dependence on non-property tax revenues. (See City Exhibit #8.) According to Ms. Viveiros, the unfunded OPEB liability is \$507,000,000. (See City Exhibit #23.) Ms. Viveiros also testified that the City's unfunded pension liability is \$344,000,000. (See City Exhibit #24.) Nevertheless, despite its poor financial standing, the City's Police Department budget is 32% above the universe average. (See City Exhibits #9 and #18.)

As regards the FY16 Stabilization Fund, the City was 86% below the universe average, and the lowest of all universe communities. (See City Exhibit #18.) The City's FY16 Stabilization Fund was \$1,084,478, 86.32% below the universe average of \$7,925,406. (See City Exhibit #18.) Stabilization Fund finances are typically not used for recurring operating costs:

Massachusetts communities are permitted by M.G.L. Chapter 40, Section 5B, to set aside money each year to be held in a Stabilization Fund in order to provide for emergencies and unforeseen expenses. The Stabilization Fund is the City's main reserve fund designed to provide financial stability for the City, while improving the City's credit worthiness and flexibility. (See Union Exhibit #14A.)

The Mayor's FY18 Budget Report to the City Council indicated that the Stabilization Fund had grown to \$4,010,548. (See City Exhibit #8.)

Significantly, the City's recent Free Cash figures were as follows: FY14 - \$3,414,993; FY15 - \$3,961,620; FY16 - \$3,930,309; and FY17 - \$5,195,610, from 51.5% in FY14 to 27.86% in FY17 below the average of its universe. (See City Exhibit #19.) The universe Free Cash

averages were as follows: FY14 - \$7,042,022; FY15 - \$6,255,875; FY16 - \$6,530,491, and FY17 - \$7,202,571. (See City Exhibit #19.)

The Commonwealth's Department of Revenue (DOR) defines Free Cash as follows:

Free cash is a revenue source that results from the calculation, as of July 1, of a community's remaining, unrestricted funds from its operations of the previous fiscal year based on the balance sheet as of June 30. It typically includes actual receipts in excess of revenue estimates and unspent amounts in departmental budget line items for the year just ended, plus unexpended free cash from the previous year. (See City Exhibit #8.)

While DOR recommends that Free Cash not be depleted in any fiscal year, its existence, as here, underscores the financial health of a community. The FY17 and FY18 Free Cash amounts certainly indicate that the City cannot afford the Union's financial proposals, one of which is the annual 3% cost-of-living increases. While the Stabilization Fund can be used for any lawful purpose, disbursements from it for operating expenses are frowned upon by municipal managers. However, such an argument regarding Free Cash utilization for compensation increases is not persuasive, as one of its sources is departmental surpluses. As Free Cash emanates in part from balances in budgeted Departmental line items, including salaries, it is appropriate to fund compensation increases from Free Cash. While the City proposes a 2% wage increase on the last day (June 30, 2018) of the three (3) year collective bargaining agreement, it cannot dispute that it has an ability to pay for the 2% wage increase beginning on July 1, 2017.

Based on the panel's review of the evidence, a majority of the panel finds that the City has an ability to pay for a 2% general wage increase effective July 1, 2017, and that it is justified.

## **5.) AWARD**

- (1) Effective July 1, 2017, a 2.0% across-the-board cost-of-living increase applied to all steps and columns of the Complete Base Salary Rates in effect on June 30, 2017.

**C. WAGE STEPS**

- 1.) The contractual wage step plan has five (5) steps:

Complete Base Salary Rates  
Bi-weekly

Step	7/1/13	7/1/14 (+2.5%)
1	1833.26	1879.09
2	1914.22	1962.08
3	1995.17	2045.05
4	2048.15	2099.35
5	2101.02	2153.55
5yr	2139.08	2192.56
10yr	2158.10	2212.05
15yr	2179.26	2233.74
20 yr	2290.61	2347.88
25 yr	2317.00	2374.93
28yr	2361.00	2420.03

For Officers who have completed probationary period  
And qualified for \$200 proficiency pay

Step	7/1/14 (+2.5%)+\$200
1	1886.75
2	1969.74
3	2052.71
4	2107.01

2.) **UNION PROPOSAL:**

The Union proposes the following terms:

Amend the Salary Schedule by deleting Step 1 and moving all steps up. Add 5% to the current 28 year step to create the new 28 year step.

3.) **CITY COUNTER-PROPOSAL:**

The City rejects the Union's proposal as unjustified, and not affordable.

4.) **DISCUSSION:**

a.) **JUSTIFICATION:**

City Police Officers have a five (5) step pay plan. (See Union Exhibit #3B.) Firefighters have a similar five (5) step pay plan. (See Union Exhibit #5A.) Similarly, universe communities have between five (5) and seven (7) step pay plans. (See Union Exhibit #18a.) Consequently, there is no justification to alter the step pay plan.

b.) **ABILITY TO PAY:**

The City argues that the cost of that portion of the Union's proposal to increase the maximum step alone is \$151,010 annually. (See City Exhibit #22.) The cost of the added step is not within the City's ability to pay as discussed in more detail above.

5.) **AWARD**

Status Quo.

D. **GRIEVANCE PROCEDURE; ARTICLE XV**

1.) Article XV §1 includes the following terms:

Grievances shall be first presented by the employee and/or the Association to the Deputy of Operations and/or to the Deputy of Administration depending on assignment.

2.) **CITY PROPOSAL:**

The City proposes the following terms:

Existing language, Article XV, Grievance Procedure (p.21), Section 1. "Step 1. Grievances shall be first presented by the employee and/or the Association to the Deputy of Operations and/or to the Deputy of Administration depending on assignment. Proposal to **[insert: Grievances shall be presented within five (5) days of the occurrence(s) giving rise to the grievance]**."

3.) **UNION COUNTER-PROPOSAL:**

Status quo, or a minimum thirty (30) day initiation requirement.

4.) **DISCUSSION**

A grievance initiation deadline is appropriate to put the City on notice of its potential contract breach with financial or other consequences. It allows the parties to timely gather facts, interview witnesses, when memories are fresh, and assess the strengths and weaknesses of the claim. However, a five (5) day filing obligation is restrictive, while a thirty (30) day limitation period is liberal. A fifteen (15) working day requirement is reasonable, allowing for work schedules, leaves, etc..

5.) **AWARD**

Grievances shall be presented within fifteen (15) work days of the occurrence(s), or first knowledge of the occurrence giving rise to the grievance, or unless the parties otherwise agree. An agreement to extend the grievance filing deadline shall be reduced to writing, and signed by representatives of the parties having the authority to do so.

E. **HOLIDAYS; ARTICLE VII**

1.) The Holiday article is as follows:

Section 1. Defined the following shall be considered holidays for the purpose enumerated below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Good Friday	Veterans Day
Police Memorial Day	Thanksgiving Day
Patriot's Day	Christmas Day
Memorial Day	

or on the following Monday if any day aforesaid falls on Sunday.

Section 2. Holiday Compensation. Each employee shall receive, for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed on one-fifth of his simple base weekly compensation, including Quinn Bill benefits, guaranteed. Effective July 1, 2011 the holiday pay will be computed on the complete base instead of the simple base compensation.

Section 3. Each employee shall also receive for New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Police Memorial Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Holidays in addition to his regular weekly compensation and the holiday pay guaranteed by the foregoing Section 1, an additional one-half days pay, computed at one-tenth of his complete base weekly compensation, including Quinn Bill benefits, guaranteed.

2.) **UNION PROPOSAL:**

New Section 4 — Any officer who works shift between 12:01am and 11:59pm on a holiday, on the actual calendar day, will receive an additional 1/2 day's pay for any shifts on the calendar day of the holiday.

3.) **CITY COUNTER-PROPOSAL:**

Status quo.

4.) **DISCUSSION**

As to Holiday compensation, Article VII §2 provides: “ in addition to his regular weekly compensation, an additional day's pay, computed on one-fifth of his simple base weekly compensation, including Quinn Bill benefits, guaranteed.” Section 3 requires payment of a half day's pay for the Holidays in addition to regular compensation, and the payment of one (1) day's pay specified in Section 2. The cost of the Union's proposal is \$188,272.43, according to the City. (See City Exhibit #22.) While we acknowledge the Union's argument that there does not seem to be an Article VII provision for the payment of actual work on a holiday, there is no justification for the proposal in light of internal/external universe comparisons. (See City Exhibit



#15.) Based on the internal and external universe comparisons, Police Officers are adequately compensated for holidays.

5.) **AWARD**

Status quo.

F. **FURLOUGHS (VACATIONS); ARTICLE XIV**

1.) **Article XIV** contains the following pertinent provisions:

**Section 3.** Furlough periods shall run from January first to December thirty-first in each year. Vacation time shall be computed as eight (8) full days off for each week's vacation plus regular days off." An employee who retires shall not be required to take his furlough, and all earned compensation, including furlough pay, due him shall be paid to him on the last day following his retirement.

**Section 4.** Employees shall not be required to take vacation during the "prime time" vacation period, but may elect to receive their vacation other than during "prime time." Employees shall not be required to take two (2) consecutive weeks in prime time.

**Section 5.** Time in Service.

6 months to 5 years	16 days
5 years to 10 years	24 days
10 years to 15 years	32 days
15 years to 20 years	36 days
20 years to 25 years	48 days
25+ years	One (1) extra day per year

6 months to 5 years	16 days
5 years to 10 years	24 days
10 years to 15 years	32 days
15 years to 20 years	36 days
20 years to 25 years	48 days
25+ years	One (1) extra day per year

2.) **CITY PROPOSAL:**

The City proposes the following:

Reduced Schedule for new hires:

6 months to 5 years	10 days
5 years to 10 years	15 days
10 years to 15 years	20 days
15 years to 20 years	25 days
20 years to 25 years plus	30 days

Furloughs (Vacations): Reduce to a five (5) day vacation cycle from eight (8) days. For new hires in accordance with the schedule above.

Existing language, Article XIV Furloughs (Vacations) "Section 3: Furlough periods shall run from January first to December thirty-first in each year. Vacation time shall be computed as [~~strike:~~ insert: five (5) full days off for each week's vacation plus regular days off." Note: All other language remains.

3.) **UNION COUNTER-PROPOSAL:**

Status quo.

4.) **DISCUSSION**

Although the City's proposal would impact only newly-hired Police Officers, there is insufficient rationale to two-tier the vacation benefit. There is no evidence that the current vacation leave schedule is no longer sustainable by the City. Furthermore, two-tier benefit structures have a tendency to undermine bargaining unit morale. The City candidly acknowledges that paid leave benefits were negotiated at a time when the City was unable to grant wage increases to bargaining unit Police Officers. Unfortunately, in the instant case, the parties and the panel find themselves in those same financial circumstances. The City has not offered the Union any cost of living increase until the very last day, June 30, 2018, of the three (3) year collective bargaining agreement's effective period: July 1, 2015-June 30, 2018. Therefore, when the City is facing a serious ability to pay problem as here, it is not an appropriate time to reduce such benefits that were negotiated during an era with similar financial

constraints. While we recognize the City's two (2) pronged approach to the vacation leave issue, one affecting incumbent employees, and one impacting new hires, there is no basis to establish a two-tier approach to the vacation leave benefit.

5.) **AWARD**

Status quo.

G. **LEAVE OF ABSENCE; ARTICLE X**

1.) Article X §10 contains the following terms:

When an officer who is going on "days off" is required to work an extra shift, he/she shall receive an extra day off.

2.) **CITY PROPOSAL:**

Modify to read,

"Section 10. When an officer is on a vacation day and he/she is required to work an extra shift, he/she shall receive an extra day off."

3.) **UNION COUNTER-PROPOSAL:**

Status quo.

4.) **DISCUSSION**

A Police Officer who works a shift on his off day receives a day off in addition to time and one-half payment for work performed on his day off. The restriction whereby that extra day off is limited to the occasion when a Police Officer works on a scheduled vacation day is not justified. There is some symmetry to the grant of a day off for work performed on a Police Officer's day off. The parties negotiated a leave premium for the City's assignment of a Police Officer to work on his/her day off, following the completion of his/her 4/2 schedule. In the 2015-2018 collective bargaining agreement, the leave of absence terms and conditions shall remain as

they currently exist in the 2012-2015 collective bargaining agreement.

**5.) AWARD**

Status quo.

**H. QUINN BILL; ARTICLE XXII**

**1.) Article XXII, Quinn Bill, includes the following provisions:**

**Section 1.** It is understood and agreed that in the event that General Laws, Chapter 41, Section 108L is underfunded, repealed, or amended by the Commonwealth of Massachusetts or its acceptance rescinded by the City, members of the bargaining unit who were employed by the Fall River Police Department on July 1, 2009 shall continue to receive the Quinn Bill pay and percentages they were receiving prior to July 1, 2009 as well as the Quinn Bill pay and percentages they may be entitled to receive after July 1, 2009 in accordance with Chapter 41, Section 108L had Chapter 41, Section 108L not been underfunded, repealed, or amended, and the City shall pay the entire amount thereof. It is the intent of this section to guarantee to the employees described within this subsection 100% payment of the Quinn Bill pay benefits as a contractual benefit, notwithstanding any subsequent appropriation or legislation that might affect Chapter 41, Section 108L or the City's reimbursement by the Commonwealth. Such Quinn Bill pay benefits shall be no less than 10% for an Associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement, 20% for a Baccalaureate degree in law enforcement, and 25% for a Master's degree in law enforcement or for a degree in law.

For employees who were not eligible for inclusion within the program set out in General Laws Chapter 41, Section 108L ("Quinn Bill"), the City will pay them a base salary increase of five per cent (5%) upon attaining an associate's degree in law enforcement or sixty points earned to a baccalaureate degree in law enforcement, a ten per cent (10%) increase upon attaining a baccalaureate degree in law enforcement, and a twelve and one-half per cent (12.5%) increase upon attaining a master's degree in law enforcement or for a degree in law. In all other respects (eligible degrees, time of payment, etc.) employees covered under this paragraph shall be treated the same as employees covered under the Quinn Bill as of July 1, 2009.

**Section 2.** Educational benefits under this Article shall be paid: in two (2) installments and shall be paid no later than June 30th and December 31st of each calendar year during the life of this Agreement; or in 26 biweekly payments.

**Section 3.** Probationary Officers shall not receive payment for educational incentive while serving their probationary period.

**Section 4.** Payment will be allowed only upon submission of a certified copy of the officer's transcript along with a copy of his/her degree. The aforementioned documentation shall be submitted to and approved by the Chief of Police and forwarded to the Director of Human Resources.

**2.) UNION PROPOSAL:**

Modify second paragraph as follows;

For employees who are not eligible for inclusion within the program set out in General Laws Chapter 41 Section 108L ("Quinn Bill") the City will pay them a base pay increase of ten percent (10%) upon attaining an associate's degree in law enforcement or sixty points earned to a baccalaureate degree in law enforcement, a twenty (20%) increase upon attaining a baccalaureate degree in law enforcement and a twenty five percent (25%) increase upon attaining a master's degree in law enforcement or for a degree in law. In all respects (eligible degrees, time of payment, etc.) employees covered by this paragraph shall be treated the same as employees covered under the Quinn Bill as of July 2009.

Add new paragraph as follows:

For employees who are not eligible for inclusion within the program set out in General Laws Chapter 41 Section 108L ("Quinn Bill") and do not have a degree qualifying under the paragraph above, the City will pay a base pay increase of five percent (5%) upon attaining an associate's degree or sixty points earned to a baccalaureate degree, a ten percent (10%) upon attaining a baccalaureate degree and a twelve and one half percent (12 1/2%) increase upon attaining a master's degree for all degrees relevant to the duties of a police officer as agreed to between the parties. The parties will compile a list of eligible degrees. In all other respects (time of payment etc.) employees covered by this paragraph shall be treated the same as employees covered under the Quinn Bill as of July 2009.

**3.) CITY COUNTER-PROPOSAL:**

Status quo.

**4.) DISCUSSION**

Eighty-three (83) Police Officers hired before 2009 receive the full Quinn Bill benefit,

now financed exclusively by the City. Twenty (20) Police Officers hired after 2009 receive 50% of the Quinn Bill benefit. The parties' current Quinn Bill benefit is competitive with that benefit negotiated in most universe communities. The municipalities of Attleboro, Brockton, New Bedford, and Plymouth have two-tier Quinn Bill benefit structures. (See City Exhibit #15.) The communities of Attleboro, New Bedford, and Plymouth provide education incentives similar to those bargained in Fall River. (See Union Exhibit #18c and City Exhibit #15.) Therefore, at this time there is insufficient justification for extending the full Quinn Bill benefit to those City Police Officers hired after 2009. According to the City, the cost of the Union's Quinn Bill proposal is \$99,086.49. (See City Exhibit #22.)

There is also little justification for the Union's proposal to grant Quinn Bill payment for the attainment of non-Quinn Bill recognized degrees. While the City's Firefighters have negotiated education incentive payments for Emergency Management and Public Administration degrees, in addition to the traditional Fire Science degrees, the Police Officer Quinn Bill benefit is far more lucrative than the Firefighters' Education Incentive.

5.) **AWARD**

Status quo.

I. **NIGHT SHIFT DIFFERENTIAL; ARTICLE XIX**

1.) Article XIX includes the following terms:

"Employees who are regularly scheduled to work night shifts (First Watch, Last Watch) or who work any shift or tour of duty commencing after 3:59 pm and ending at or before 8 am shall receive, in addition to their regular weekly compensation, a night shift differential equal to 5%... percent of the regularly weekly compensation, said 5 percent shall be computed on the simple base pay step including Quinn Bill benefits, applicable to each individual officer, Effective July 1, 2011 the complete base will be used in place of the simple base for

computing the night shift differential. Such night differential shall not be included in base pay for purposes of determining court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime pay, vacation pay, sick pay, bereavement leave, and injured leave pay, and shall be included in base pay pension/retirement purposes. Officers who are temporarily assigned to days shall continue to receive their night differential while on temporary assignment.

2.) **UNION PROPOSAL:**

Increase from 5% to 10%.

3.) **CITY COUNTER-PROPOSAL:**

Status quo.

4.) **DISCUSSION**

The Police Officer universe data does not justify the Night Shift Differential increase from 5% to 10%. Plymouth, New Bedford, and Taunton pay a 4.5% to 5.5% differential. (See Union Exhibit #18a and #18d. Not only is the parties' Night Shift Differential competitive with universe communities, the overall compensation of City Police Officers is also competitive vis á vis universe communities. (See above – **WAGE** Discussion.) The City costs out the Union's proposal at \$254,635 per year. (See City Exhibit #22.) While we acknowledge the Union's argument that City Police Officers have a difficult, hazardous task in policing the City, particularly on the First and Last Watch, when it is dark for the most part, the Night Shift Differential adequately compensates them based on the universe data. The panel also notes that the Award provides for a new Weekend Differential.

5.) **AWARD**

Status quo.

**J. SICK LEAVE; ARTICLE XXIII**

**1.) Article XXIII contains the following provisions:**

**Section 1.** An employee after using a total of six (6) days of undocumented sick leave (of three or less days) in any 12 month period, may be required by the Chief, after notice, to submit a physician's certificate for each subsequent sick leave absence during the remainder of such 12 month period. Failure to submit a physician's certificate for each subsequent sick leave absence may result in loss of pay for said undocumented sick leave. An employee so required by the Chief of Police to submit a physician's certificate will be required to report to the department physician for examination and issuance of said certificate, or if the department physician is not available, the Chief of Police may direct the employee to report to a doctor of the Chief of Police's choice. The cost of such examination shall be paid by the city. In lieu of being examined by the department physician or a doctor of the Chief of Police's choice, the employee may submit a certificate of his/her own physician at his/her own expense. Upon an officer's use of a seventh undocumented sick day in any twelve month period, the officer will lose one of the personal days annually accrued under Article XIV, Section 9. Upon an officer's use of a twelfth undocumented sick day in any twelve month period, the officer will lose another of the personal days annually accrued under Article XIV, Section 9. Compensatory days granted under Article XI, Section 7 shall not be taken under this provision. The six days of undocumented sick leave referred to above shall be available to the officer for family illness. The days of undocumented leave, whether taken for personal illness or family illness, will count toward forfeiture of personal days. The restrictions of Section 2 shall apply to the officer taking such leave for family illness.

**Section 2.** When a police officer is out sick for a short or long term and he/she leaves his/her residence that officer shall call the station house and notify the department of time he/she is leaving the house, destination, and as soon as he/she returns shall again call the station house. If the department calls the employee's home and receives no answer and the record does not indicate that the officer notified the department he/she was leaving the residence, only then shall a home visitation be made by the department as soon as feasible. If the officer is found not to be at home appropriate action shall be taken.

**SICK LEAVE INCENTIVE**

**Section 3. Administrative Leave.**

A. An employee who is not out sick for a period of three (3) consecutive months shall receive one (1) day off with pay. The three-month period shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and



April 1 to June 30. Reasonable notice of day off request shall be given to the department. Administrative leave request for a particular day shall be granted according to officer complement levels, but shall not be unreasonably denied.

B. Paternity Use of Administrative Leave, An employee who receives administrative leave under the provisions of Section 3, subdivision A of this Article may accrue a total of three (3) days administrative leave to be credited to, and used by, the employee at the time his spouse gives birth provided, however, that the Chief of Police may cancel said leave by declaration of an emergency condition or disaster.

C. Sick Leave Incentive. if an officer is injured on the job, the sick leave incentive shall continue to accrue while the officer is out on leave.

### **SICK LEAVE VACATION**

**Section 4.** Vacation Leave shall continue to accrue during an employee's absence while on injured leave, sick leave, or other compensable leave.

Members of the bargaining unit who are absent on injured leave, sick leave, or other compensable leave for one (1) year or longer shall not accrue vacation leave.

Members of the bargaining unit whose absence spans one (1) year or longer over two (2) calendar years, shall upon return to duty have his/her vacation pro-rated to reflect the absence during the two (2) year calendar period.

**Section 5.** Surgeon Cards. An employee absent from duty for more than four (4) days on sick leave or injured leave shall submit to the Police Department a doctors certificate stating his/her diagnosis and prognosis, with his/her estimate of the duration of sick leave or injured leave. Thereafter, a similar doctor's certificate shall be submitted each thirty (30) days, and upon the employee's return to duty, he/she shall also submit to the Police Department a doctor's certificate of fitness to return to full duty.

## **2.) CITY PROPOSAL:**

SICK TIME: Eliminate "unlimited" sick days.

i. For existing employees: Set number of days will be supplied to each individual officer based on his/her years of service with the City.

1. For employees with four years of service or greater: each employee will be given 52 days, equivalent to a maximum of full paid FMLA twelve (12) week statutory period.
2. Employees with less than four years - three years=36 days; 2 years=24 days; 1 year=12 days.
3. After initial sick days given. Officers will then "accrue" sick days at the rate of one

- (1) day per month.  
4. Ceiling of 150 total days for accrual.

ii. Employees hired after ratification of the Agreement: will accrue at a rate of one (1) day per month.

3.) **UNION COUNTER-PROPOSAL:**

Status quo.

4.) **DISCUSSION**

At this time, there is no basis to alter the current sick leave benefit. Although there is no restriction on sick leave accrual, sick leave utilization is comparatively low, as the City admits. Moreover, there are numerous Article XXIII §1 checks and balances against sick leave abuse. After six (6) days of a Police Officer's undocumented sick leave use during a twelve (12) month period, the Chief has the right to order the Police Officer to submit a physician's certificate for each subsequent sick leave absence during the remainder of the twelve (12) month period. A Police Officer's utilization of a seventh (7<sup>th</sup>) undocumented sick leave day during a twelve (12) month period subjects him/her to a loss of one (1) of his/her personal days. A second personal day may be forfeited upon the Police Officer's utilization of a twelfth (12<sup>th</sup>) undocumented sick day during a twelve (12) month period. Additionally, when a Police Officer utilizes sick leave on a short or long-term basis, s/he is obligated to remain at his/her home unless s/he notifies the Department of his/her departure time, and the time s/he returns home. Failure to do so subjects the Police Officer to home visits, and possible disciplinary action. It is also worthy of note that the City's Firefighters have unlimited sick leave. (See Union Exhibit #5c.)

The City argues that if the panel is disinclined to award its proposal relative to incumbent employees, it may consider sick leave limitations regarding new hires. Based on the sick leave

restrictions specified above, and its low utilization rate, there is no basis to impose such limitations even on new hires, an unnecessary two-tier sick leave system. The City candidly admits that it failed to secure sick leave restrictions in the 2012-2015 collective bargaining agreement when, with the Union, it negotiated a 2.5% wage increase in each year of the three (3) year agreement. By way of purchasing power contrast, the City is currently proposing a 2% wage increase on the last day (June 30, 2018) of the July 1, 2015 to June 30, 2018 three (3) year collective bargaining agreement.

5.) **AWARD**

Status quo.

L. **WEEKEND DIFFERENTIAL**

1.) New Differential

2.) **UNION PROPOSAL:**

New Section - 5% for all scheduled shifts worked between Friday at 4pm to Monday at 8am.

3.) **CITY COUNTER-PROPOSAL**

Status Quo.

4.) **DISCUSSION**

I acknowledge the City's argument that public safety personnel are required to work weekends. However, knowing that non-public safety personnel (family and friends) are not working weekends does not make them desirable shifts for law enforcement personnel, but necessary assignments nevertheless. We note that those Police Officers assigned to the first tour (day shift) on Saturdays and Sundays do not currently receive a differential. The second tour

(First Watch) and third tour (Last Watch) Police Officers receive the Article XIX Night Shift Differential. We are mindful that Brockton is the only universe community that has negotiated a weekend differential. At the same time, we also note that the City negotiated the following financial benefits with the Firefighters in addition to the 2% July 1, 2017 wage increase: one-time \$375 Opiate Awareness and Training Certification together with an annual \$250 stipend; establishment of EMT stipends (Basic - \$1,500; Intermediate/Advanced - \$2,250; Paramedic- \$3,000) with an additional \$350 annual stipend and an additional biennial recertification payment; and expansion of degrees (Emergency Management and Public Administration) eligible for the education benefit. It is worthy of note that the City paid the \$375 Opiate stipend effective July 1, 2016, and has been paying the annual \$250 stipend since July 1, 2017. (See Union Exhibit #5B and City Exhibit #14.) Obviously, the City believed it had the ability to afford such benefits, effective July 1, 2017. Therefore, it cannot now contend that it only has funds for a 2% wage increase at the end of FY18 for Police Officers. The City costed out the Union's 5% weekend differential at \$136,260, and it is within the City's ability to pay. (See City Exhibit #22)

Based on EMT stipends, associated certification benefits and other financial benefits granted to Firefighters in the July 1, 2015 to June 30, 2018 period, as cited above, the City has an ability to pay for the weekend differential. Police Officers assigned to weekend day shifts shall receive a 5% differential for all hours worked on those day shifts. Police Officers assigned to the weekend second and third shifts (First/Last Watch) will receive the 5% weekend shift differential and the 5% night shift differential for all hours worked on those weekend night shifts. The Night Shift Differential paid for non-weekend work remains at 5%.

**5.) AWARD**

Effective July 1, 2017, Police Officers working a weekend shift between the hours of 4:00 pm Friday through 8:00 am Monday shall receive a 5% weekend differential applied to their complete base pay as defined in Article XIX, Night Shift Differential. Such weekend differential shall not be included in base pay for purposes of determining court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime pay, vacation pay, sick pay, bereavement leave, and injured leave pay, and shall be included in base pay for pension/retirement purposes. Police Officers eligible for the Night Shift Differential shall receive it for weekend night shift work (First and Last Watch) in addition to the Weekend Differential.

**JLM-16-5556**

**Fall River Police Association Local 1854, MCOP  
And City of Fall River**

**WAGES**

The following is the reasoning for my dissent from the Chair's decision on the issues of wages. It is my opinion that the City of Fall River has the ability to afford a reasonable wage increase to their Police Patrol Officers Union.

The City of Fall River made choices as to who they would provide significant wage increases.

The Police Patrol Officers Union provided strong evidence on which city employees received these significant wage increases.

- City Director of Financial Services 50% salary increase
- Water Department up to a 40% increase
- City Administrator 24% salary increase
- EMS Unit up to a 13% increase as well as placing them in a Group 4 Retirement Plan
- Firefighters stipends up to a 9% increase

It is not to say that these city employees are not deserving of wage increases but it is my opinion that these increases, some of which are very substantial, send a negative message to the Men and Women in Blue that they are not as deserving of the same wage increases.

The City of Fall River made the choice to fund some of the above wage increases through city surplus money in the Mayor's budget.

The Police Patrol Officers Union provided evidence that the city of Fall River would be receiving \$916,000 of Grant money with \$476,000 going to the Police Department to retain and hire more police officers.

The City of Fall River and their wage offer of 0/0/2 fail to account for the many challenges of being a police officer in their city. The Police Officers Union provided evidence of substantial violent crimes, domestic calls, aggravated assaults, drug overdoses, gang activity and murders to which they respond and handle daily. These officers face these significant hazards each and every day on the job. Simply said, they put their lives on the line for the city and the community each and every day. An offer of 0/0/2 does not even match a national average cost of living raise. The City of Fall River's response of a 0/0/2 wage offer for what these brave men and women face each and every day is DISGRACEFUL and EMBARRASSING.

The City of Fall River can no longer argue the inability to pay more than a 0/0/2. Their balance sheets show they can afford something closer in parity with the other emergency responders in Fall River. It shows the financial choices the city decided to make and not make.

The police patrol officers are the city's first line of defense. They protect the 90,000+ citizens each and every day. On patrol, these officers face the many hazards, risks, stresses, and dangerous working conditions of being a police officer in the twenty first century. The City of Fall River is not being fair to their police officers by offering a wage increase of 0/0/2.

In a recent political Fall River speech it was stated that the Fall River Police Department is "One of the best forces in the state." Obviously, this speech was for political reasons only and is not true to the heart.

To the City of Fall River and their Mayor, I say follow through and respect your police officers. Compensate them as others have been compensated as they serve and protect with honor, the citizens of the great City of Fall River.

In closing, I end as I began, with a STRONG dissent on the decision of the wages from this award.

John Nelson  
Police Panel Member