

**COMMONWEALTH OF MASSACHUSETTS**  
**JOINT LABOR MANAGEMENT COMMITTEE FOR MUNICIPAL POLICE**  
**AND FIRE**  
**JLMC-17-5814**

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**IN THE MATTER OF ARBITRATION BETWEEN:**

TOWN OF DUXBURY

&

DUXBURY POLICE UNION MCOP 376B

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**AWARD AND DECISION BY THE ARBITRATION PANEL**

**Background**

The Town of Duxbury ("Town" or "Employer") and the Duxbury Police Union MCOP Local 376B ("Union") are parties to a Collective Bargaining Agreement ("Agreement") that expired June 30, 2016. The parties engaged in direct negotiations but were unable to reach a successor Agreement. A petition was filed for the Massachusetts Joint Labor Management Committee ("JLMC") to exercise jurisdiction, and the JLMC exercised formal jurisdiction of the ongoing dispute between the Town and the Union. Arbitration hearings commenced on May 8, 2018 in Duxbury, Massachusetts before the Tri-partite Panel consisting of Gary D. Altman, Esq., Troy Clarkson, Management Panel Member, and William DeMille, Union Panel Member. Fred J. Dupere, Esq., represented the Town of Duxbury, and Patrick Bryant, Esq., represented the Union. The parties submitted post-hearing briefs.

**Analysis and Issues**

Under the Collective Bargaining Laws of Massachusetts, the Interest Arbitration process is utilized when "there is

an exhaustion of the process of collective bargaining which constitutes a potential threat to public welfare". In reaching the conclusions in the present award, the Arbitration Panel has considered the criteria set forth in the statute including the municipality's ability to pay, wages and benefits of comparable towns, and the cost of living. It must also be noted that large gains or major concessions are not achieved in the format of arbitration. An arbitrator is reluctant to modify contract provisions where the parties, in past years, have already reached agreement, the contract article has been in the contract for a considerable period of time and there has been no ascertainable problem with the contract language.

### **Background**

The Town of Duxbury is located south of Boston, and spans 23.76 square miles on Cape Cod Bay. It has a population of approximately 15,000 residents. The Town has a Board of Selectmen. The Duxbury Police Department is staffed with one (1) Chief, one (1) Deputy Chief, two (2) Lieutenants, seven (7) Sergeants, and nineteen (19) patrol officers.

### **Issues**

The unresolved issues are as follows:

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#### **UNION ISSUES**

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## TOWN ISSUES

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## **Wage Increases**

The current wage schedule, which has been in effect since July 1, 2015, is as follows:

### **Patrol Officer**

Step	Annual	% Between Steps
1	\$47,721.33	
2	\$49,978.01	4.73%
3	\$52,362.13	4.77%
4	\$54,618.88	4.31%
5	\$57,121.24	4.58%

### **Sergeant**

Step	Annual	% Between Steps
1	\$65,371.47	
2	\$67,489.88	3.24%

## UNION PROPOSAL

The Union proposes a three-year agreement with wage increases of 2.5% July 1, 2016, 2.5% effective July 1, 2017, and 2.5% effective July 1, 2018.

The Union maintains that its economic proposals are justified based on a number of factors. The Union first states that the wages of Duxbury Police are below the rates paid to Duxbury Firefighters. The Union maintains that arbitration awards issued by the JLMC often consider the relationship between police and firefighters in the same

community. The Union contends that the proper comparison is between the position of patrol officer and a firefighter paramedic. The Union states that the majority of firefighters are now paramedics, and new hires are required to be paramedics. The Union maintains that the facts show that police officers' wages and benefits are considerably below the wages and benefits paid to Duxbury Fire Paramedics.

The Union also states that the wage and benefits of Duxbury Police lag behind their colleagues in comparable communities. Specifically, the Union states that as of FY-16, a 15-year Duxbury Police Officer when considering wages and benefits makes 5.8% less than a similarly situated 15-year patrol officer in the comparable universe. The Union maintains that this disparity will only increase if there are no meaningful increases in wages and benefits for Duxbury Police Officers.

#### TOWN PROPOSAL

The Town proposes that the wage schedule be increased by 2% effective July 1, 2016, 2% effective July 1, 2017, and 2% effective July 1, 2018.

The Town maintains that its wage proposal is fair and appropriate based on wage increases provided to other Town employees and also based on wage rates provided to patrol officers in other comparable communities. The Town states that for every year of the three-year agreement it has proposed the 2% increase is the same increase provided to the Command Staff, Duxbury Firefighters and all other unionized employees in the Town.

The Town further maintains that the pay and benefits provided to Duxbury Officers compares favorably when compared to the pay and benefits provided to police

officers working in comparable communities. Moreover, the Town states that a review of pay increases provided to patrol officers in comparable communities for the time period at issue, shows that the Town's proposed wage increases are within the norm agreed to in these other communities.

The Town argues that the wage increases proposed by the Union are exorbitant and not justified by either internal or external comparisons. The Town contends that the Union's 2.5% annual wage proposal, as well as increasing the differential between steps, and adding a new 2% stipend for all officers, amounts to three times the cost of the Town's proposal, and this increase does not include the Union's other cost proposals for educational incentive pay and shift differential.

### **Discussion**

Determining the "appropriate" salary increase is not an exact science. In general, arbitrators consider the cost of living, wages and benefits of comparable employees, the ability of the employer (or citizens) to pay for an increase in wages, the bargaining history of the parties and recent contract settlements. Arbitrators often pay great attention to wage settlements that have occurred within the municipality, as internal wage settlements demonstrate the so-called "going rate" and the municipal employer's ability and willingness to pay, in the current economic times.

#### **I. Duxbury Wage Increases**

The Town of Duxbury negotiates with seven other bargaining units for its employees. The wage settlements for Duxbury municipal employees for the most recent round of contract negotiations are as follows:

	FY 16	FY 17	FY 18	FY 19
Fire Fighters	2%	2%	2%	2%
Police Commanders	2%	2%	2%	2%
Library	2%	2%	2%	2%
DPW	2%	2%	2%	2%
Public Safety Dispatch	2%	2%	2%	2%
Clerical	2%	2%	2%	2%

## II. Comparability

The police officer maximum base rate for the comparable communities and the wage adjustments in these communities over the relevant time frame are as follows:

Community	Max Salary FY16	FY 16	FY 17	FY18
Cohasset	\$57,848.00	2.0%	2.0%	2.0%
Hanover	\$57,050.00	1.5%	1.5%	
Hingham	\$60,291.00	2.0%		
Kingston	\$56,169.00	2.0%	2.0%	
Marshfield	\$57,565.00	2.0%	2.0%	
Norwell	\$55,865.00			
Pembroke	\$66,141.00	1.5%		
Plymouth	\$57,528.00			
Scituate	\$56,990.00	2.0%	2.0%	
Duxbury	\$57,121.00			

## III. Fire Wage Rates

The wage rates provided to Duxbury Firefighters as of June 30, 2016 are as follows<sup>1</sup>:

	Step 1	Step 2	Step 3	Step 4
Firefighter	\$49,877.00	\$52,363.00	\$54,754.00	\$57,174.00
Firefighter	\$52,370.00	\$54,982.00	\$57,490.00	\$60,032.00

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<sup>1</sup> This was the last fiscal year of the Patrol Officers' agreement, and provides an appropriate reference point for comparison.

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Firefighter Paramedic	\$59,939.00	\$62,550.00	\$65,058.00	\$67,602.00
Fire Captain	\$61,263.00	\$63,295.00	\$65,553.00	\$67,649.00
Captain Paramedic	\$68,835.00	\$70,865.00	\$73,122.00	\$75,216.00

The Union maintains that the salary rate for the Patrol Officers should be compared to the rate of a Firefighter Paramedic; the top salary rate for Patrol Officer is \$57,121.00 whereas the top step for a Firefighter Paramedic is \$67,602.00. There can certainly be no dispute that there is a large difference between these two rates. What is not convincing, however, is why a patrol officer wage rate should be comparable to the rate of a firefighter paramedic. This has never been the case in Duxbury where there is a historical recognition of additional education and additional responsibilities that exist for fire fighter paramedics. Moreover, there is no evidence that patrol officers in comparable communities are paid the same rate as firefighter paramedics. On the other hand, if one looks at the top step rate for firefighters and top step rate for patrol officers, although they are not identical, they are certainly comparable.

Similarly, a review of the wage rates provided to police officers in comparable communities, as shown above, shows that the wage rates for Duxbury Police Officers is well within the range of rates provided to patrol officers in surrounding communities. Moreover, the 2% wage increases proposed by the Town are in line with the wage increases that have been agreed to in these other communities for this same time period. Accordingly, based on the totality

of facts, there is insufficient justification, at this time, to grant Duxbury Police Officers higher base wage increases than provided to the other two public safety groups (firefighters and police superiors) and other Town bargaining units in this round of contract negotiations.

**AWARD - DURATION & WAGE INCREASES**

The Panel Awards wage increases for the three-year period as follows:

Effective July 1, 2016 - 2%  
Effective July 1, 2017 - 2%  
Effective July 1, 2018 - 2%

**ARTICLE 11.6 - SHIFT DIFFERENTIAL**

Article 11.6 of the current Agreement provides that Officers working the 4 pm to midnight shift receive \$10.00 per shift. Those Officers working the midnight to 8 am shift receive \$12.00 per shift.

**UNION PROPOSAL**

The Union proposes to increase the evening shift differential by \$2.50 to \$12.50 per shift, and increase the midnight shift by \$3.00 to \$15.00 per shift. The Union states that shift differential is a common benefit paid to public safety employees who are required to work on a twenty-four hour basis. The Union contends that a review of shift differential paid to Duxbury Police Officers shows that is lower than that paid to police officers working in surrounding communities, and that even if the Union's proposal to increase shift differential is granted the Duxbury Police differential will still be less than provided in these other communities.

Moreover, the Union argues that the Town recently agreed to provide a shift differential to Duxbury



Firefighters of \$11.00 per shift and the cost of this new benefit was over \$22,000, which amounted to a 1.4% cost increase for the Firefighters; this benefit was added in the third year of the Firefighter Agreement. The Union states that this benefit has never previously been paid to Duxbury Firefighters, and the value of this new benefit for the Firefighters must be considered when considering the minimal level of benefits provided to Duxbury Police.

#### TOWN RESPONSE

The Town opposes the Union's proposal. The Town states that shift differential for Duxbury Police Officers compares well when considering the rates paid to police officers in surrounding communities. The Town maintains that the fact that in this round of contract negotiations it provided an \$11 shift differential for Firefighters does not justify increasing the differential for Patrol Officers. Specifically, the Town states that Firefighters never had shift differential, and providing this benefit to firefighters was an attempt to provide firefighters with a benefit long received by the Duxbury Police. The Town further states that this differential was provided only in the last year of the Firefighters Agreement.

#### **Discussion**

Shift differential for public safety officers is a common contract benefit. A review of the shift differential paid in the comparable communities shows the following:

Community	Evening	Night
Cohasset	7%	8%
Hanover	approx 8.4%	approx 8.4%
Hingham	6%	8%
Kingston	7%	8%
Marshfield	5%	5%
Norwell	6.5%	6.5%

Pembroke	8%	8%
Plymouth	6%	6%
Scituate	4%	5%
Duxbury	\$10 per tour approx 4.3% hourly	\$12.00 per tour approx 5.1% hourly

The facts show that the evening and night differential paid to Duxbury Police Officers is, in fact, lower than that paid to police officers in these other communities. The fact that base wage rates for Duxbury Police slightly lags the wage rates in other comparable communities, justifies and increase in the differential.

It is also significant that in the most recent round of contract negotiations the Town and the Firefighters Union agreed to add a new night shift differential of \$11.00 per shift. Although it is true, as the Town maintains, that the Police already had an evening and night differential, and Firefighters had no such benefit, it cannot be ignored that this was a new economic benefit that was granted to the Town's other public safety unit. The additional cost to add this new benefit for Duxbury Firefighters was \$22,176, which amounted to more than a 1% cost increase for the Firefighters' unit; this new benefit and the additional costs resulting from this benefit are legitimate factors that must be considered in fashioning an overall economic package for Duxbury Police Officers. Accordingly, there is ample justification to increase the shift differential for Duxbury Police Officers.

#### **AWARD - SHIFT DIFFERENTIAL**

Effective July 1, 2017 the evening shift differential shall be increased to \$12.50, and the night shift differential shall increase to \$15.00.

## **ARTICLE 11.10 - SALARY STEP ADJUSTMENT**

### **UNION PROPOSAL**

The Union proposes to increase all steps in the Police wage scale by 1% effective July 1, 2016. The Union maintains that increasing the step differential is one way the Town can increase the wages of Duxbury Police to make their wages more comparable to the wages paid to Duxbury Firefighters and police in other surrounding communities.

### **TOWN PROPOSAL**

The Town opposes the Union's proposal to increase the step differential. The Town contends that there is no justification to modify the current step differential. The Town states that the rate is comparable to the rate provided to Duxbury Firefighters, and this is simply another means to provide wage increases higher than what was agreed to with other Town employees.

### **Discussion**

The Union's proposal to increase the differential between steps by an additional 1% would obviously result in an additional 1% wage increase that would impact overtime and other payments derived from base pay. There is no uniform step differential provided to police officers in comparable communities. Thus, it cannot be concluded that the current step system now in existence for Duxbury Police Officers is out of line with what exists in other communities.

A review of the current step differential for Duxbury Patrol Officers shows a little more than 4% differential between steps. The current step differential is appropriate, and is in line with the step differential for firefighters. Accordingly there is insufficient justification to alter the current step schedule.

### **AWARD – STEP DIFFERENTIAL**

There shall be no change in the current step differential that now exists in the parties' Agreement.

### **ARTICLE 18.6 – EDUCATIONAL INCENTIVE**

The current educational incentive provides a 10% payment of base salary for those Officers holding an Associate's degree as of July 1, 2011, those hired after that date receive no payment if they have only earned an Associate's Degree. For those Officers holding a Bachelor's degree they receive 18% payment of their base salary and Officers holding a Master's degree receive a 23% payment based on their base salary.

#### **UNION PROPOSAL**

The Union proposes to increase the Bachelor's and Master's differential by one percent effective July 1, 2016 each and that effective July 1, 2017 provide an additional 1% increase for both the Bachelors and Masters differential.

The Union asserts that educational incentive now paid to Duxbury Police is lower than that provided to police officers in comparable communities. Specifically, the Union states that seven out of nine of the comparable communities now provide what amounts to full Quinn educational incentive benefits. The Union also states that Duxbury unlike many of the communities, no longer pays a differential to police officers that hold only an Associate's degree, thus, even under its proposal, it is not seeking to pay new officers if they only hold an Associate's degree.

## TOWN POSITION

The Town opposes the Union's proposal to increase the educational incentive. The Town maintains that the current educational incentive for the Police Union is costly, and the payment received by patrol officers far exceeds the educational benefit level provided to any other Town employees. The Town further argues that the educational incentive provided to Duxbury Police is well within the range provided to police officers in comparable communities.

## **Discussion**

The Quinn Bill, the so-called educational incentive, was enacted to encourage police officers in the Commonwealth to attain higher education, and better serve the citizens of the Commonwealth. The Quinn Bill provided that officers who attained degrees in criminal justice would be paid an additional 10% for an Associate's degree, 20% for a Bachelor's degree, and 25% for a Master's or Law degree. The Commonwealth reimbursed communities half of the cost of the total educational incentive paid to officers.

The landscape for educational incentives changed dramatically in 2009, when the Commonwealth decided to no longer reimburse communities for half of the costs of the educational incentive. Litigation ensued with respect to communities' obligation to continue to fully fund educational incentives despite the lack of State funding. In 2012 the Supreme Judicial Court ruled that the communities were not legally required to fully fund the educational incentive in the absence of State funding. Faced with what would have amounted to significant pay cuts to officers' wages, many communities, including Somerville, decided to provide the full educational incentive to those

officers who were eligible, and had been receiving the benefit.

As the chart below shows, many communities continued to still provide the full Quinn educational benefits.

<u>Community</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
Cohasset	7%	10%	12%
Hanover	10%	20%	25%
Hingham	10%	20%	25%
Kingston	10%	20%	25%
Marshfield	10%	20%	25%
Norwell	10%	20%	25%
Pembroke	\$2,500	\$6,000	\$6,500
Plymouth	10%	20%	30%
Scituate	10%	20%	25%
Duxbury	10%*	18%	23%

At the present time Duxbury does not provide payment to those Officers hired after 2011 who only have an Associate's degree. Its educational payment to Officers with Bachelor's and Master's degrees is less than full Quinn benefits of 20% and 25% respectfully, and the facts show that that the majority of comparable communities now provide full Quinn educational benefits to their patrol officers. It must also be stated that Police and Fire have never had identical educational incentive payments, thus, there has never been a parity relationship in educational incentives for the two public safety groups. Accordingly, with respect to educational incentive payments, the appropriate benchmark is to consider the educational incentives for police officers in comparable communities.

A review of the facts shows that there is sufficient justification to increase the education incentive for those officers holding the Bachelor's and Master's, degrees. The Town estimates the cost to increase the educational

incentive to be \$2,400 per year for each 1% increase in the educational incentive. There can be no dispute that granting the Union's proposal is well within the Town's ability to pay.

#### **AWARD - EDUCATIONAL INCENTIVE**

Effective July 1, 2017 the Bachelor's and Master's Educational Incentive shall be increased by 1%; the Bachelor's Degree incentive shall be 19%, and the Master's Degree Incentive shall be 24%. Effective July 1, 2018 the Bachelor's and Master's Educational Incentive shall be increased by 1%; the Bachelor's Degree incentive shall be 20%, and the Master's Degree Incentive shall be 25%.

#### **ARTICLE - 18.7 - LONGEVITY**

Article 18.7 of the current Agreement provides that Officers who do not receive educational incentives will receive a 3% longevity payment after ten years of service. There is no other longevity benefit for members of the bargaining unit.

#### **UNION PROPOSAL**

The Union proposes that all Officers shall receive 5% longevity payments after 15 years of service, regardless of eligibility to receive an educational incentive. The Union states that at the present time, Duxbury Firefighters receive longevity payments of 5% after fifteen years of service, regardless of whether the firefighter receives an educational incentive. The Union states that granting its proposal would provide longevity payments for fifteen years of service the same as now exists for Firefighters and would ease the disparity that now exists between police officers and firefighters.

## TOWN RESPONSE

The Town is opposed to the Union's proposal to increase the longevity payment. The Town acknowledges that the Firefighter Agreement currently provides for a 5% longevity payment upon fifteen years of service, but states that this amount has been in existence for many years. The Town further maintains that no other bargaining unit received an increase in longevity payments during this round of contract negotiations. The Town also contends that it must also be considered that police officers currently receive significantly higher educational incentives than firefighters. The Town states that the cost impact of the Union's proposed increase in longevity would amount to \$32,295.20 for the first year of the contract, and would total \$96,885 for the three-year period of this new contract.

## **Discussion**

There is insufficient justification to award the Union's proposal. Just as there has been a different formula for educational incentives for Duxbury Police and Fire, there has always been a difference in the longevity schedule for Police and Fire. In this round of contract negotiations Duxbury Firefighters received no increase in their longevity schedule. Moreover, the cost of the Union's proposal is substantial, adding more than the equivalent of 1% wage increase each year.

The only change that the Panel will award is to add a fifteen-year longevity schedule at 5% for those officers who do not receive an educational incentive. This is the practice that now exists, to provide longevity to only those officers who do not receive an educational incentive, and since the Panel increased the educational incentive by



2% over the course of the Agreement it is appropriate that this change be added to the parties' Agreement. This would apparently only apply to one officer, and the increase in cost would be approximately \$1,100.00.

#### **AWARD - LONGEVITY**

The longevity schedule should be amended to provide that those officers who do not receive educational incentive shall receive 5% longevity payment after fifteen years of service. This change shall be effective July 1, 2018. There shall be no other changes to the longevity schedule.

#### **ADVANCED FIRST RESPONDER STIPEND**

The Union proposes to add a new stipend entitled "advanced first responder", and that all police officers would receive 2% of their base pay for this stipend. The Union maintains that the number of medical responses by Duxbury Police greatly increased from the last contract period, and Officers are now required to respond to all medical calls. Moreover, the Union contends that police are now faced with additional responsibilities and now carry and administer Narcan to address the opioid crisis in the State. The Union argues that these additional and consequential responsibilities warrant the addition of this stipend.

#### **TOWN PROPOSAL**

The Town opposes the Union's proposal to add this new stipend. The Town maintains that there is no justification to provide this additional stipend, which amounts to an additional 2% wage increase. The Town states that Firefighters did not receive such a benefit in this round of contract negotiations. Moreover, the Town states that

there is nothing that demonstrates that the number of calls responded to by Duxbury Police is more or less when compared to surrounding communities.

#### **Discussion**

The value and importance of the duties and responsibilities of police officers cannot be overstated. Nonetheless, there is insufficient justification to add this new stipend. There is no evidence that this new stipend is being added to police contracts in surrounding communities. Moreover, the facts show that Firefighters did not receive any additional payment for performance of their duties.

#### **AWARD - ADVANCED FIRST RESPONDER STIPEND**

The Union's proposal is not awarded.

#### **DATE FOR LUMP SUM PAYMENTS**

##### **TOWN PROPOSAL**

The Town seeks to add language to the Agreement that ensures that all lump sum payments for one-time issues have language describing the last pay date in July, e.g. cleaning and repair allowances.

##### **UNION RESPONSE**

The Union is not opposed to the Town's proposal.

#### **Discussion**

As the Union is not opposed to the Town's proposal it should be awarded.

#### **AWARD - LUMP SUM PAYMENTS**

The Town's proposal is awarded, and its language should be added to the parties' Agreement.

#### **ACCRUED BENEFITS UPON TRANSFER**

##### **TOWN PROPOSAL**

The Town seeks to incorporate language regarding accrued paid time for employer wide seniority (e.g. sick, vacation, and personal) so employees will not lose accrued benefits acquired in another Duxbury municipal department when transferring to another position. For all other purposes bargaining unit seniority shall apply.

Proposed Language: An employee will not lose employer wide seniority for benefits and entitlements or benefit accruals (e.g. sick, vacation, and personal leave) obtained in another Duxbury municipal department when transferring to or from the Personnel Plan or from one collective bargaining unit to another collective bargaining unit. Bargaining unit seniority shall prevail with regard to any other seniority right which may exist under the CBA, including but not limited to posting for positions.

#### UNION RESPONSE

The Union does not oppose the Town's proposal.

#### **Discussion**

The Union, at the arbitration hearing, did not object to the Town's proposal. Accordingly, the Town's proposal is awarded.

#### **AWARD - ACCRUED BENEFITS**

The Town's proposal is awarded, and its language should be added to the parties' Agreement.

#### **ARTICLE 11.11 NEW LANGUAGE - DIRECT DEPOSIT**

There is no contract provision for direct deposit for officers' pay.

#### TOWN PROPOSAL

The Town proposes to add a provision that provides for bi-weekly direct deposit and move from Thursdays to Fridays as the pay date. The Town states that converting to direct

deposit and changing the pay date would save the Town annual payroll costs and has no impact on wages or working conditions of bargaining unit employees. The Town further maintains that all other bargaining units in the Town have agreed to direct deposit, including the Police Commanders.

#### UNION RESPONSE

The Union opposes the Town's proposal. The Union states that at the present time, all but one Officer has direct deposit for their pay. The Union maintains that since the vast majority of Officers now participate in direct deposit, there is no need to compel the one officer, who prefers to receive an actual physical paycheck, to participate in the direct deposit program. The Union states that continuing the current practice cannot be significant or create an undue burden for the Town.

#### **Discussion**

There is nothing in the parties' Agreement that provides for employees to be paid on a bi-weekly basis, and direct deposit. The Arbitration Panel is faced with a change that is proposed by the Town that will permit modest savings to the Town. It is true that it is a change in the status quo and could conceivably result in some inconvenience to the one employee at the outset. It must be pointed out, however, that changing the payroll date and direct deposit can not be considered as an economic concession; bargaining unit employees will not be paid less nor will their pay be reduced by converting to direct deposit; at most, there may be some minor inconvenience at the outset. In addition, at the present time, other municipal employees have agreed to change the date for payroll date, and to have direct deposit.

## **AWARD - DIRECT DEPOSIT**

The Town's proposal to change the payroll date from Thursday to Friday and require direct deposit is awarded.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

The current grievance procedure provides that a first step grievance shall be presented to the Chief within five working days. There is no requirement that the grievance be in writing.

### **TOWN POSITION**

The Town proposes that the first step grievance shall be in writing, and suggests the following language be added to the Agreement.

Grievance Procedure; Step 1- Within five (5) working days after the occurrence of the situation, condition, or action giving rise to the grievance, the Union shall present the written grievance to the Chief, giving all the pertinent information relative to the grievance, the specific article and section of the contract allegedly violated relative to the grievance, and indicating the suggested remedy. Failure to submit a grievance within five (5) working days after the occurrence of the situation that is being grieved will automatically result in the dismissal of said grievance.

### **UNION POSITION**

The Union opposes the Town's proposal. The Union maintains that no evidence was presented that there have been any issues with the current grievance procedure allowing officers to submit their grievances orally. The Union maintains that the status quo should be maintained.

## **Discussion**

Requiring grievances to be submitted in writing is reasonable, and would ensure that there is a written record

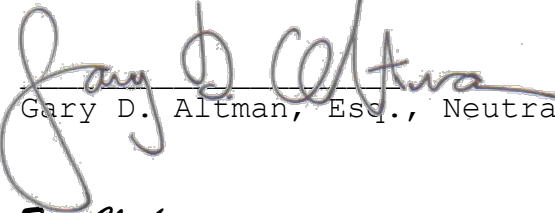
of the issue that was actually grieved. There is nothing that prevents any Officer from speaking to the Chief over work conditions, but if the matter is to be submitted as part of the grievance procedure it should be in writing. The Command Officers in their recent agreement, agreed that a first step grievance must be in writing.

#### **AWARD - GRIEVANCE PROCEDURE**

The Town's proposal to require that the first step grievance be in writing is reasonable and is awarded.

#### **Conclusion**

The Panel has considered the statutory criteria in an effort to balance the interests of the bargaining unit employees, the Town, and the citizens of the Town of Duxbury. It must be noted that the reasoning set forth above is that of the neutral arbitrator.



Gary D. Altman, Esq., Neutral Arbitrator

**Troy Clarkson**

Troy Clarkson, Management Panel Member, Concurs in this Award

**William DeMille**

William DeMille, Union Panel Member, Concurs in this Award

Dated: July 31, 2018