

COMMONWEALTH OF MASSACHUSETTS
JOINT LABOR MANAGEMENT COMMITTEE FOR MUNICIPAL POLICE
AND FIRE
JLMC-17-5884

IN THE MATTER OF ARBITRATION BETWEEN:

CITY OF QUINCY

&

QUINCY POLICE PATROL OFFICERS ASSOCIATION

AWARD AND DECISION BY THE ARBITRATION PANEL

Background

The City of Quincy ("City" or "Employer") and the Quincy Police Patrol Officers Association ("Union") are parties to a Collective Bargaining Agreement ("Agreement") that expired June 30, 2015. The parties engaged in direct negotiations and mediation, but were unable to reach a successor Agreement. A petition was filed for the Massachusetts Joint Labor Management Committee ("JLMC") to exercise jurisdiction, and on December 11, 2017 the JLMC conducted a Section 3(a) hearing. An Arbitration hearing commenced on September 6, 2018 in Quincy, Massachusetts before a Tri-partite panel consisting of Gary D. Altman, Esq. Neutral Panel Member, Troy Clarkson, Management Panel Member, Larry Caldrone, Union Panel Member. Michael Maccaro, Esq., represented the City of Quincy, and Paul T. Hynes 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 City of Quincy has a population of 96,000 residents, and is the largest City in Norfolk County, and the eighth largest City in Massachusetts. Quincy is governed by a Mayor and City Council. Quincy is contiguous to Boston, Milton, Braintree and Weymouth. Major highways run through the City, and there are four MBTA stops in the City. The City also is on Quincy Bay, and has ten public beaches. The Police Patrolman's bargaining unit consists of 162 patrol officers, who work in various units within the Department. There is also a Superior Officers Bargaining Unit, which represents sergeants, lieutenants, and captains.

The JLMC conducted a Section 3(a) hearing on December 11, 2017. At the outset of the hearing each party submitted a list of outstanding issues to the JLMC. The JLMC certified the following issues to be decided in the arbitration proceeding:

Issues

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Wages and Duration

The most recent collective bargaining Agreement expired on June 30, 2015, and the parties have been negotiating over the terms of a successor Agreement for an extended period of time. The parties' proposals on wages and duration are as follows¹:

CITY'S POSITION

The City proposes a two-year contract for the period of July 1, 2015 through June 30, 2017 and a three-year agreement for the period of July 1, 2017 through June 30, 2020.

Two Year Agreement - 7/1/15 - 6/30/17

July 1, 2015 - 1% across the board increase.

July 1, 2016 - 2% across the board increase

Three Year Agreement 7/1/17 - 6/30/20

July 1, 2017 - 2% across the board increase.

July 1, 2018 - 2% across the board increase.

July 1, 2019 - 3% across the board increase.

Summary of the City's Arguments

The City maintains that its proposal of a 10% wage increase (1%-2%-2%-2%-3%) over the five-year period should be awarded. The City contends that its current wage

¹ The parties have altered their proposals from their original proposals at the 3A proceeding, which will be discussed below.

proposal is fair, reasonable, and is uniformly consistent with the wage increases provided to the other ten City wide bargaining units, and also the City's non-union employees. The City asserts that this overall wage pattern demonstrates the City's ability to pay and should be afforded considerable weight in determining the wage increases in this proceeding. Moreover, the City argues that there has been a history of the same wage increases for the City's other public safety unions, over the years, and for this round of contract negotiations. Specifically, the City states that the Quincy Firefighters and Quincy Police Superiors all agreed to the same 10% wage pattern over the five-year period that has been proposed for the Patrol Officers.

The City maintains that in a 2014 Arbitration the Quincy Police Superiors sought pay increases higher than provided to the Patrol Officers and other City employees, and this Arbitrator stated that there:

... has been a parity relationship in wage and benefit increases for police officers and superior officers in the same community. There is no suggestion that this has not been the case for Quincy Patrol Officers and Quincy Superior Officers in their history of contract negotiations. Quincy Police Superior Officers and City of Quincy JLMC Case 13-2932. Page 17

In that arbitration proceeding, the Arbitrator granted the same across the board wage increases as provided to the other public safety units. The City argues that the same rationale should apply in the present case.

The City further states that the Agreement with City Firefighters, in which the parties agreed to change to a 24-hour schedule, did not cost additional funds, and this

change in schedule cannot be considered as an economic benefit that justifies higher across the board increases than were agreed to with the City Firefighters. The City states that as a result of this change the City has reduced its annual overtime cost by more than \$300,000 from FY 2017 to FY 2018. The City further states that Patrol Officers, when considering their total compensation, are among the highest compensated employees in the City, and the average patrol officer received \$120,000 in total gross compensation.

The City argues that not only does the Union propose wage increases higher than provided to any other City employees, it also seeks to add new fringe benefits for patrol officers which would cost additional monies. Moreover, the City maintains that none of the other bargaining units received any fringe benefit with significant costs as proposed by the Patrol Officers.

The City maintains that its financial condition is stable and currently has an AA+Stable relationship from Standard and Poor's, but still has large OPEB and significant pension liabilities. Specifically, the City states that at the present time the City has funded only 42% of its pension liabilities, which is low when compared to other AA+ cities. The City contends that if it provides larger increases to police officers during this round of contract negotiations there is no question that other City unions would be looking for the same increases, and with salaries and benefits constituting a large share of the City's budget, this would add pressure to the City's budget, and place the City's budget into a deficit. The City states that it has set aside sufficient monies to pay

its wage proposal, but beyond that amount the City has no free cash. The City maintains that to provide wage increases as proposed by the Union would result in having to increase property taxes to pay for these raises

UNION'S POSITION

The Union proposes a three-year agreement for the period of July 1, 2015 through June 30, 2018, and a two-year agreement for the period of July 1, 2018 - June 30, 2020.

Three Year Agreement 7/1/15 - 6/30/18

July 1, 2015 - 2% across the board increase.

July 1, 2016 - 3% across the board increase.

July 1, 2017 - 4% across the board increase.

Two Year Agreement 7/1/18 - 6/30/20

July 1, 2018 - 3% across the board increase.

July 1, 2019 - 4% across the board increase.

The Union also proposes language that reads:

The phrases "Effective on the date the award is to be implemented" and "the date the award is to be implemented" mean the calendar point that the compensation changes are implemented, including full compliance with all retroactive requirements.

The Union states that Quincy Police Officers provide emergency responses and are confronted with multifaceted hazards in the performance of their work. Specifically, the Union points to daily challenges faced by patrol officers due the density of the City, the fact that the City has large industrial areas, and high rise hotels, and responds to emergencies on major highways that run through the City. In addition, because Quincy is on the water Officers also must respond to water hazards including flooding. The Union

also states that over the past several years Officers have had to respond to an increasing number of opioid emergencies, are called upon to dispose of hypodermic needles and were the first police Department in the State to administer Narcan to counteract opioid overdoses.

The Union contends that a review of comparable salaries and benefits of police officers in other communities demonstrates that more must be done to improve the wages and benefits of Quincy Patrol Officers. The Union first states that the comparable communities selected by the City are not appropriate, as they are too large a group, many of which are non-urban communities, and share little in common with Quincy. The Union argues that its list of comparables, including Boston, Cambridge and Brockton, is smaller, and more appropriate. Specifically, the Union contends that Boston should be considered as comparable due to its close proximity, its population density, and the fact that it is faced with similar urban policing concerns.

The Union argues that a review of total compensation of patrol officers in the comparable communities shows that Quincy Patrol Officers receive less, and under the City's proposal will fall even further behind. The Union argues that recent wage settlements show that the region has recovered from the great recession and communities have provided wage increases to attract and retain their police officers.

The Union further argues that the wage settlements provided to other bargaining units in the City of Quincy should not be controlling in this proceeding. The Union asserts that the proper benchmark as provided by the

arbitration law is wages and benefits paid to comparable employees, which means it is more appropriate to look at wages and benefits provided to other municipal police officers.

Moreover, the Union asserts that in the present case, there is ample justification to provide wage and economic benefits higher than recently agreed to by other Quincy bargaining units, including Quincy Firefighters, who work under different working conditions, have a history of different benefits, and most recently added additional steps, premium pay was added to Firefighter's holiday pay calculation, and there was change to a 24 hour work schedule, which is an economic benefit for Quincy Firefighters.

Further, the Union states that a review of recently reached Agreements with other City bargaining units shows that they received additional or increases in their fringe benefits. Specifically, the Union states that Teachers, in their prior Agreement, agreed to add a new step on the last day of the contract, which in reality is a wage increase that takes effect during the contract period under consideration in this proceeding.

The Union further argues that the City has the financial ability to pay for the Union's proposal, and that the City has not presented any evidence that it does not have the financial means to pay the Union's proposed increases. The Union states that the City's revenues are sufficient so that it does not even tax to the levy limit set by Proposition 2 1/2. The Union points to the City's free cash, which in November was certified at \$4.7 million, up from 1.8 million a year ago, and also its stabilization

fund of over \$10 million, and that the City currently has an AA+Stable bond rating, which shows the financial health of the City.

The Union also contends that the City is enjoying new growth and commercial development, and an expanding housing market. The Union maintains that Quincy's financial health is excellent and that more must be done to increase the wages and benefits of Quincy Patrol Officers to ensure that they remain competitive with their police colleagues in the area.

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. Quincy Wage Increases

The wage settlements for Quincy municipal employees for the most recent round of contract negotiations are as follows:

	FY 16	FY 17	FY 18	FY 19	FY 20
<u>Municipal Employees</u>					
Fire Fighters	1%	2%	2%	2%	3%
Police Superiors	1%	2%	2%	2%	3%
Fire Mechanics	1%	2%	2%	2%	3%
Laborers	1%	2%	2%	2%	3%

Library	1%	2%	2%	2%	3%
Public Building Empl.	1%	2%	2%	2%	3%
Quincy Public Empl.	1%	2%	2%	2%	3%
Quincy Supervisors	1%	2%	2%	2%	3%

School Employees

Quincy Teachers*	1%	2%	2%	2%	3%
Assistant Principals	1%	2%	2%	2%	3%
School Bus Drivers	1%	2%	2%	2%	3%
Paraprofessionals	1%	2%	2%	2%	3%
Educational Employees	1%	2%	2%	2%	3%
Local 1911	1%	2%	2%	2%	3%
Bus Attendants	0%	2%	2%	2%	3%
School Security	0%	2%	2%	2%	3%

* On the last date of the prior Agreement a new Masters plus 45 level was added providing a \$750 increase. This increase has not been factored into the contract settlement for this round of contract negotiations. Moreover, I am not convinced that this would add an additional 1.1% overall cost for that year, as there is no evidence as to how many teachers would be eligible to receive this new step.

II. Comparability

The Union maintains that the Cities of Cambridge, Boston, and Brockton should be viewed as comparable communities. The City, on the other hand, looks to a larger number of diverse communities, including Brookline, Dedham, Lynn, Newton, Norwood, Plymouth and Worcester. The so-called comparable communities, and the data provided do not provide a meaningful comparison in the present case. Moreover, as discussed below the uniform wage pattern for the time in question for all City of Quincy bargaining units is the dominant criteria in this proceeding.

III. Analysis

The neutral arbitrator has always placed great weight on contract settlements in the same community, and more importantly, contract settlements for the other public safety groups in the same community. At this point in the negotiation cycle, all other City and School bargaining units have reached agreement; the Patrol Officers are the

last bargaining unit to come to terms for the five year period from July 1, 2015 through June 30, 2020. There can be no dispute about the uniform 10% across the board increases of 1%, 2%, 2%, 2% and 3% over the five-year period of time for all City bargaining units, including the other public safety units. There may be variations in the Agreements with respect to unique working conditions and fringe benefits pertaining to each bargaining unit but there can be no denying that the bargaining history in Quincy is that all bargaining units received the same across the board increases for a number of years.

The Union proposal for 16%, which is significantly higher for the same five-year period (2%, 3%, 4%, 3% 4%), would dramatically alter the wage parity relationship that has historically existed between the two other public safety bargaining units in the City. Indeed, even in the various communities presented by the City and Union, there have not been wage increases as high as proposed by the Union. There is, therefore, no compelling justification for this Panel to now award wage increases higher or lower than have been agreed to with Quincy Firefighters and Quincy Superior Officers for the same contract period, and for other City bargaining units in this round of contract negotiations.

AWARD - DURATION & WAGE INCREASES

The Panel Awards wage increases for two contract periods as follows:

Agreement July 1, 2015 - June 30, 2018

Effective July 1, 2015 - 1%

Effective July 1, 2016 - 2%

Effective July 1, 2017 - 2%

Agreement July 1, 2018 - June 30, 2020

Effective July 1, 2016 - 2%

Effective July 1, 2017 - 3%

Enhanced Medical Response Stipend (New Article)

UNION PROPOSAL

The Union proposes to add a new contract provision, which provides as follows:

Effective January 1, 2016 all members of the bargaining unit who are trained on the use or perform tasks with Narcan, Epipen, AED, medical waste removal, (needles), or Haz Mat training, shall receive a stipend of one thousand five hundred dollars (\$1,500). Said stipend shall be considered as base pay for all purposes.

The Union contends that there can be no dispute about the unique hazards confronted by Quincy Patrol Officers as a result of the opioid epidemic. The Union states that Officers are confronted with new risks having to administer Narcan, and the danger of having to dispose of needles. The Union maintains that the Quincy Patrol Officers were the first in the State to agree to administer Narcan.

The Union contends that Officers are also responsible for picking up used needles that end up on the City's streets and sidewalks, and that in 2016 and 2017 there were over one hundred and eighty instances when this occurred. The Union maintains that other Massachusetts municipalities have recognized the more dangerous and stressful work environment faced by municipal police officers and have offered or increased hazardous duty stipends for their public safety officials.

CITY PROPOSAL

The City opposes the Union's proposal. The City states that there can be no dispute about the difficult work performed by Quincy Patrol Officers, and that the opioid epidemic has added to the burden of work performed by Quincy Patrol Officers. The City argues, however, that any additional responsibilities that arise because of the opioid epidemic are not sufficient justification to provide an additional stipend to Officers. The City maintains that it provides training and protective equipment to Officers and this is an issue that is facing many communities in the Commonwealth.

Discussion

The value and importance of the duties and responsibilities of police officers cannot be overstated. Moreover, there can be no denying the additional responsibilities placed on public safety officers due to the opioid epidemic. Fentanyl, which is 40 times more potent than heroin, is now on the street, and officers have to deal with this drug which is classified as a level one hazardous material, and poses additional risk to law enforcement officers. Moreover, Quincy Police Officers are also responsible for picking up used needles that are left on the streets.

The Union's list of comparables shows that Boston, Cambridge and Brockton now provide a hazardous duty stipend to recognize the unique hazards that now confront their police officers. Moreover, these communities provided increases in their existing hazardous duty differentials in the most recent contract period. Even the City's list of comparables indicates that it is no unusual for communities

to offer first responder and emergency responder stipends to police officers. At the present, time Quincy Firefighters receive a 4.1% hazardous duty stipend. Accordingly there is sufficient justification to add this new stipend as proposed by the Union.

AWARD - ENHANCED MEDICAL RESPONSE STIPEND

The Union's proposal is awarded. It should become effective July 1, 2019.

Law Enforcement Availability Pay (LEAP) (New Article)

Quincy Patrol Officers work one of three shifts, day shift (8:00 am to 4:00 pm) the first half (4:00 pm to 12:00 midnight) and the last half (12:00 midnight to 8:00 am). Under Article XVI, Officers who work the first and second half shifts receive a 15% night differential.

UNION PROPOSAL

The Union proposal reads as follows:

Due to the changing nature of Law Enforcement, specifically being on 23 hr call, the rise of terrorism and the increase of forced overtime. Today's officers are required to work various hours regardless of their shift assignment. In response to this, the Association feels that night differential pay should be renamed Law Enforcement Availability Pay and be paid to all officers, regardless of shift, to properly compensate and reflect the changing nature of law enforcement and its ever expanding role in the age of the of the global terrorist.

The Union contends it is not unusual for patrol officers to have to work on different shifts, and for day officers to continue their work duties on to the following evening shifts. The Union further states that other police

departments in the Commonwealth pay a uniform differential to all officers, even those working the day shift.

CITY POSITION

The City opposes the Union's proposal, which would provide a night differential to all Patrol Officers no matter what shift they worked. The City states that all Firefighters receive night shift differential but that is because they all work nights, unlike Patrol Officers, many of whom are still assigned to a day shift. The City states that Officers receive overtime if called upon to work hours outside of their shift.

Discussion

The Union proposes to change the name of what is now known as a night differential to a payment for all officers no matter what shift they work, calling it Law Enforcement Availability Pay. Stipends for officers working evening and night hours are a long-standing contract provisions for public safety employees, and is not unique to Quincy. The purpose of this differential is to compensate officers having to work during these inconvenient hours. There is insufficient justification to rename this stipend and pay this amount all police officers, no matter what shift they are assigned. If day shift Officers are required to work past their regular working hours, they are paid overtime for the additional work. Moreover, there is no suggestion that Police Superiors or Firefighters received such a generous fringe benefit in this round of contract negotiations.

AWARD - LAW ENFORCEMENT AVAILABILITY PAY (LEAP)

The Union's proposal is not awarded.

Clothing Allowance (Article X)

As of the most recently expired Agreement Officers are provided a clothing allowance of \$1,350.00. This amount was last increased to the current level on July 1, 2014.

UNION PROPOSAL

The Union proposes to convert the clothing allowance from the current flat dollar amount of \$1,350 to 3% of base pay. The Union states that both the Quincy Patrol Officers and Quincy Superior Officers filed charges with the Massachusetts Division of Labor relations relating to the City's implementation of a change in the detail regulations. Both the Patrol Officers and Superior Officers resolved the unfair labor charges. Introduced in this proceeding were the settlement agreements reached by Patrol Officers and the Superior Officers.

The Patrol Officers' agreement dealt with changes to detail policies, and an increase in the detail rate. The Superior Officers in their Agreement, agreed to a new detail policy, but also agreed to delete the current flat dollar clothing allowance of \$1,350 and instead increased the base wages of all Superior Officers by 1.5%. The Union concludes that there is ample justification to grants its proposal to have a 3% clothing allowance for patrol officers.

CITY POSITION

The City opposes the Union's proposal to increase the clothing allowance. The City contends that the Union has not provided any justification to increase the current allowance and estimates that the additional cost to fund the Union's proposal would be \$1,062,735.

Discussion

It is true that the settlements reached by the parties as a result of the unfair labor practice charges were not part of the recent collective bargaining negotiations. Nonetheless, there can be no denying that the settlement reached by the Superior Officers, which eliminated the existing clothing allowance and added 1.5% to the Superior Officers' base wage rate, was a permanent change to the Superior Officers' Collective Bargaining Agreement, and clearly this change impacts the wage differential and parity of benefits between Patrol Officers and Superior Officers. Moreover, this was significant benefit for superior officers; as a result of this change hourly overtime rates were increased, and this resulted in a higher base salary for employees' future pensions benefits, since clothing allowance is not factored into determining an employee's pension. The Patrol Officers continued with current flat dollar clothing allowance, and only agreed to increase the detail rate.

As the Union maintains, an increase in private details, which was part of the Patrol Officers agreement is not paid by the City, and does not have the same financial impact as eliminating the clothing allowance and rolling an amount into an employee's base rate. Accordingly, there is ample justification to eliminate the clothing allowance for patrol officers, and to add a 1.5% increase to the base wage rate for patrol officers. This change should be effective July 1, 2019.

AWARD - CLOTHING ALLOWANCE (ARTICLE X)

Effective July 1, 2019, the clothing allowance set forth in Section 1 Article X, shall be eliminated from the

parties' Agreement. On July 1, 2019 the City shall increase the base wages of Quincy Patrol Officers by an additional 1.5%.

Education (Article XXIX)

The provisions for educational incentive in the current Agreement provide as follows:

Section I - Quinn Bill Eligible Officers

A. Officers who are eligible for payments pursuant to the career incentive pay program established by the Quinn bill shall receive the following payments, representing the Town's share of payments due under the aforementioned law as well as the share formerly borne by the Commonwealth.

- 10% for an Associate's degree in law enforcement or 60 points earned toward a Baccalaureate Degree in law enforcement;
- 20% for a Baccalaureate Degree in law enforcement;
- 25% for a Masters Degree in law enforcement or for a degree in law.

Such percentages shall be calculated in the same manner that was in effect on June 30, 2012.

B. Officers Hired Between 7/1/09 - 7/11/12
Grandfathered

Officers who are not eligible for payments pursuant to the career incentive pay program established pursuant to the Quinn Bill, but who 1.) were hired on or after July 1, 2009, but before July 1, 2012, and 2.) as of January 1, 2012 were receiving education incentive, shall receive the payments as set forth above in Section A.

Section 2 - Non-Quinn Bill Eligible Officers

A. Officers who do not meet the eligibility requirements for payments pursuant to the career incentive pay program established pursuant to the Quinn Bill directly or through the grandfather provision in Section 1.B above, including officers hired on or after July 1, 2009, and officers who had not begun accumulating points pursuant to the Quinn Bill, as of September 1, 2009, shall not receive any Education Incentive payments during their first year of employment. After completion of their first year of employment, such officers shall be eligible to receive an alternative Education Incentive Stipend, as follows:

- 5% for an Associate's degree in law enforcement or 60 points earned toward a Baccalaureate Degree in law enforcement;
- 10% for a Baccalaureate Degree in law enforcement;
- 12.5% for a Master's Degree in law enforcement or for a degree in law.

UNION PROPOSAL

The Union proposes to change the "grandfather date" so that all members of the Department would receive the full amount of Quinn Educational Incentive benefits. The Union maintains that it is necessary and appropriate that all Quincy patrol officers, who have earned the appropriate educational degrees, should receive the full Quinn Educational Incentive. The Union states that in 2009 the Commonwealth stopped funding half of the costs of the Quinn incentive, and that although Quincy continued to provide full Quinn incentive payments to those who had earned degrees, new officers hired since 2009 receive only half the amounts received by Officers hired before 2009. The Union states that this has now created a bifurcated pay structure with officers.

The Union states that Officers with higher education, hired before 2009, are paid significantly higher amounts than officers hired after 2009, even though they have the same education, and perform the same duties. The Union argues that the City should not continue the disparity in benefits for its patrol officers, and provide the same educational benefits for all officers no matter their date of hire.

CITY PROPOSAL

The City opposes the Union's proposal. The City would retain the current contract provision, and would not change the effective dates for newly hired officers that would allow them to receive the full Quinn level education incentive. The City maintains that in the most recently expired Agreement the City and Union agreed to "grandfather officers who had previously received full Quinn benefits and for new officers to provide half the Quinn benefits. The City further states that to remove the cut-off date and provide the full educational incentive would cost \$3,863,573, a significant amount.

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 Quincy, decided to provide the full educational incentive to those officers who were eligible, and had been receiving the benefit. For officers hired after 2009, after one year of service they receive half of the benefit received by those officers who were grandfathered for full Quinn benefits.

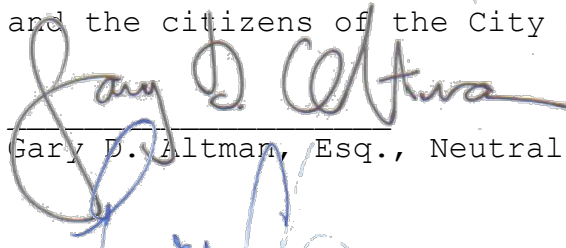
At the present time it is not a prevalent practice to provide full Quinn benefits to officers hired after 2009. Some communities provide benefits on a percentage basis but at a lesser amount, and others provide flat dollar incentives. Some communities provide full Quinn Benefits after officers have worked for the community for a certain number of years. Other communities have not provided any education incentive for newly hired employees. It is not an insignificant cost to provide full Quinn benefits to those Quincy Patrol Officers who do not now receive the payment. The City and the Union agreed to provide half the percentage amounts to those officers hired after 2009; this payment practice is not unusual, and this practice should continue for at least this contract period.

Award Education (Article XXIX)

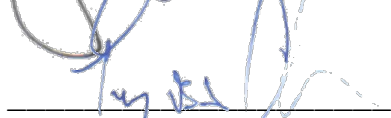
The Union's proposal is not awarded. There should be no change in educational incentives during this contract period.

Conclusion

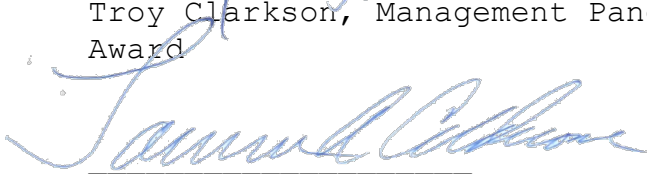
The Panel, in issuing this unanimous Award, has considered the statutory criteria in an effort to balance the interests of the bargaining unit employees, the City, and the citizens of the City of Quincy.



Gary D. Altman, Esq., Neutral Arbitrator



Troy Clarkson, Management Panel Member, Concurs in this Award



Larry Caldron, Union Panel Member, Concurs in this Award

Dated: February 8, 2019