

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

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In the Matter of the Interest Arbitration between

**TOWN OF ARLINGTON**  
-and-  
**ARLINGTON POLICE PTRL ASSOCIATION**

**ARBITRATION AWARD**  
**February 10, 2021**

**CASE NO. JLM-19-7773**

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**ARBITRATION PANEL**

Bruce Fraser

Bruce Fraser, Chair

Thomas W. Reddy

Thomas Reddy, Union Member

Lisa Yankakis

Lisa Yankakis, Town Member

**COUNSEL FOR**

**Union:** Alan McDonald, Esq.

**Town:** Nicholas J. Dominello, Esq.

**THE ISSUES**

**COLA: Proposed by**

**Town – 1% 1% 1%**

**Union – 3% 3% 3%**

**AWARD – Increase**

**July 1, 2018 – 2%**

**July 1, 2019 – 2%**

**July 1, 2020 – 1%**

**STEPS: Proposed** (in addition to the three Steps currently existing)

**Town – Opposed**

**Union – Two additional Steps at 5% and 5%**

## **AWARD**

7 years – 1% increase, effective July 1, 2019

10 years – 1% increase, effective July 1, 2020

## **EDUCATIONAL INCENTIVE (QUINN)**

**Union Proposal:** Eliminate the waiting period; change language to give all members full Quinn benefits at initial employment; establish an accreditation standard for the colleges and universities the degree would be accepted from.

**Town Proposal:** Opposed

## **AWARD - Educational Incentive for Non-Quinn Employees in APPA**

Effective June 30, 2021, the Town shall pay an education incentive to each employee who joined the APPA bargaining unit after May 4, 2015, and who is not otherwise eligible for Quinn benefits pursuant to M.G.L c.41 s. 1081 degree(s) in a program from a public or private college or university accredited by The New England Commission of Higher Education (NECHE) or the Massachusetts Department of Higher Education. Any colleges or universities not covered by this criteria would be subject to the approval of the Town Manager (post May 4 members), an amount consisting of the following: 10% of base salary for a Bachelor's Degree in Criminal Justice and 12.5% of base salary for a Master's Degree in Criminal Justice or a Law Degree. Post May 4, members shall be eligible for such amounts upon their Employment with the Town's Police Department. Upon their completion of five (5) years of service with the Town's Police Department, post May 4, members shall be eligible for a payment of 20% of base salary for a Bachelor's Degree in Criminal Justice and 25 % of base salary for a Master's Degree in Criminal Justice or a Law Degree. There shall be no education incentive payment to post May 4 members for an Associate's Degree.

## **ARTICLE XIV, VACATION**

**Town Proposal:** Establish a 24 hour notification for an Officer taking a vacation day

**Union Proposal:** Opposed

**AWARD** Insert the following paragraph at the end of Article XIV:

*"Officers shall submit their request for vacation to the Shift Commander and/or Chief's designee at least 24 hours in advance of the anticipated vacation date and time. An Officer's timely submission of a vacation request does not guarantee the approval of such request. Vacation requests shall be granted subject to Department needs. An officer's failure to submit the vacation request with at least 24 hours' notice of the vacation date and time may result in the denial of the vacation time request at the sole discretion of the Chief of Police and/or the Chief's designee and such decision is not grievable nor arbitr*

## **ARTICLE IX. HOURS OF WORK AND OVERTIME**

## **NEW SECTION 12 – “Time Due Cap/Compensatory Time Cap”**

**Town Proposal:** Establish a Cap on Compensatory Time and allow Town the option to pay an Officer for any Time which exceeds that Cap.

**Union Proposal:** Opposed

**AWARD:** Insert new section 12, “Time Due Cap/Compensatory Time Cap” as follows:

*“Effective June 30, 2021, no Officer shall have more than 80 hours of contractual compensatory time/time in their compensatory time accrual banks/time due. Officers with more than 80 hours in their contractual compensatory time bank as of Jul 1, 2021, will not lose the excess hours but cannot add to their compensatory time bank until such time as the bank drops below 80 hours. At the Town’s option, the Town may elect to pay an Officer for their contractual compensatory time in their compensatory time accrual bank in excess of 80 hours in connection with any individual being promoted. Payment of hours in excess of 80 will occur prior to the promotion.”*

## **Article XVI – Sick Leave and Paid Injury Leave**

**Town Proposal:** Provide an option for the Town to pay an Officer for time accrued on extended leave

**Union Proposal:** Opposed

**AWARD** (Amend Section G by deleting current Section G and replacing it with the following)

*“g) Permanent employees out on paid injured leave shall continue to earn ordinary sick leave credit regardless of the duration of the leave and vacation allowance during such absence from work provided however that the leave does not exceed one ( 1 ) calendar year. As best serves the financial interest of the Department, the Chief of Police shall have the discretion to cash out up to one ( 1 ) week, up to a maximum of forty ( 40 ) hours of vacation time (vacation time the officer earned while on paid injured leave), of an Officer who has returned to work from extended paid injured leave. The vacation accrual of the returning Officer shall be reduced by the same number of days cashed out.”*

## **Article XXV, Miscellaneous , New Section 5 “GPS”**

Excluded from Award

## **Article XIV Vacations:**

Any reference to the “ Holyoke vacation system” is excluded from this Award.

## **Article XX Educational Incentive Pay**

As it refers to Section 2. Other Degrees are excluded from Agreement.

The panel was unanimous on all Issues except Educational Incentive (Quinn) Article XX, on which Lisa Yanakakis, dissented.