



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
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JOINT LABOR-MANAGEMENT
COMMITTEE FOR
MUNICIPAL POLICE AND FIRE
JOHN W. HANSON
CHAIR

MEETING MINUTES
MAY 9, 2018

DATE: May 9, 2018
TIME: 10:00 AM
LOCATION: Offices of the Joint Labor-Management Committee,
19 Staniford St., 1st Floor, Boston, MA 02114-2502

PANEL MEMBERS PRESENT: Chairman John Hanson; JLMC Member for Management, Gerard Hayes, JLMC Member for Labor, Richard Pedrini

STAFF PRESENT: Donald Cummings, Daniel Morgado

MEDIATOR: Erica Feldman

ATTORNEYS/REPRESENTATIVES: Joseph Fair (Attorney for Town of Watertown), Alan McDonald (Attorney for the Watertown Police Association)

OTHERS PRESENT: (See sign-in sheet attached as Hearing Exhibit A)

OPEN SESSION:

Chairman John Hanson called the meeting to order at 11:15 AM for the purpose of holding a hearing pursuant to Section 1, subsection 3(a), of Chapter 589 of the Acts of 1987 in the following matter:

- **JLM-17-6105 – Watertown Police Association and the Town of Watertown**

Chairman Hanson provided introductions and made a series of statements for the record as to the history of this case that is now before the panel.

The Watertown Police Association and the Town of Watertown had previously submitted their statements of issues for purposes of the 3(a) hearing and for arbitration which are attached hereto as Union Exhibit #1 and Town Exhibit #1, respectively, and are a part of the record of this meeting and the 3(a) hearing.

The Chair recognized Alan McDonald who presented the Union's issues for arbitration, the Union's position on the issues and the Union's request for arbitration by a tripartite panel on an issue by issue basis.

The Chair then recognized Joseph Fair who presented the Town's issues for arbitration, the Town's position on the issues and the Town's request for arbitration by a tripartite panel on an issue by issue basis.

There were no issues raised by either of the parties.

On a motion by Chairman Hanson, Second by Gerard Hayes, the panel voted to recommend that the full Committee vote to send this case to arbitration by a tripartite panel consisting of Richard Pedrini, Gerard Hayes and a neutral selected by the parties in the usual manner, on an issue by issue basis as identified in this hearing and as set forth in Town Exhibit 1 and Union Exhibit 1.

The meetings and hearing adjourned at 11:25 AM

Minutes Prepared by Daniel Morgado, Senior Staff Representative.

**WATERTOWN POLICE ASSOCIATION
DESIGNATION OF PROPOSALS
SECTION 3A HEARING
MAY 1, 2018**

Union Exhibit #1

In accordance with the directive to the parties of the JLMC the Watertown Police Association designates the following issues for the Section 3A hearing scheduled for May 9, 2018.

Salary

An across the board increase of 3.5% effective and retroactive to July 1, 2016.

An across the board increase of 3.5% effective and retroactive to July 1, 2017.

An across the board increase of 3.5% effective (and retroactive if not settled by) July 1, 2018.

Duration

Three years from July 1, 2016 through June 30, 2019.

Additional Issues:

1. New Step

Add a new top step that is three percent (3%) above the existing top step as amended by the appropriate across the board increases identified above.

2. Educational Incentive

Article 4, Educational Incentive Plan, shall be amended at Section 4A to provide a Watertown Educational Incentive with benefits equal to the benefits provided to officers with eligible degrees under G.L. Chapter 41, Section 108L as of July 1, 2009 for all officers who have obtained an

associate's, bachelor's, or master's degree in law enforcement or criminal justice or a law degree from an accredited college or university either before or after July 1, 2009. (i.e. 10% for an associate's degree, 20% for a bachelor's degree and 25% for a master's or law degree).

3. Hazardous Duty Pay

Amend Article 3 by adding a new Section E, entitled Hazardous Duty Pay, to read:

E. In recognition of the increased dangers faced by them, all bargaining unit police officers shall receive hazardous duty pay to be calculated at three percent (3%) above base pay. Hazardous duty pay shall be paid weekly and shall be used in the calculation of night differential, weekend differential, educational differential, overtime pay, vacation pay, holiday pay, injured on duty pay, sick pay, and personal day pay. It shall also be deemed regular compensation for purposes of the calculation of retirement pay.

COMMONWEALTH OF MASSACHUSETTS
BEFORE THE JOINT LABOR MANAGEMENT COMMITTEE

JLM-17-6105

WATERTOWN POLICE ASSOCIATION,
and
TOWN OF WATERTOWN.

Town Exhibit #1

TOWN OF WATERTOWN'S
STATEMENT OF ISSUES

Now comes the Town of Watertown ("Town") and respectfully submits the following statement of issues relative to the above-captioned matter:

1. The Town proposes a three (3) year contract for the period of July 1, 2016 through June 30, 2019.
2. The Town's proposed base wages for said periods are as follows:¹

Effective July 1, 2016 – 1.50%
Effective July 1, 2017 – 1.25%
Effective July 1, 2018 – 1.25%

3. The Town's additional issues are as follows:

Issue #1:

Convert all employees to a bi-weekly pay period.

Issue #2:

In-house training conducted during the day shift that is less than 4 hours (firearms training, for example), that officer will count for minimum manning.

Issue #3:

Revise sentence in Article 21, Section A to read as follows:

"There will be a straight first-half shift comprised of two (2) full-time officers."

Issue #4:

Eliminate tuition loan benefit for all officers going forward except those who have already undertaken a course of study in reliance on the benefit as of January 1, 2017.

¹ The Town's proposed wages are in anticipation that the Union's proposed issues will include additional significant economic proposals beyond base wage increases.

Issue #5:

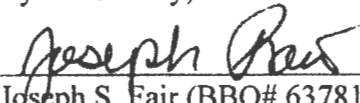
All new hires will be required to sign a repayment agreement with the Town in which they agree to reimburse the Town up to \$5,000.00 for the costs of evaluation and training of the employee if he/she leaves his/her position with the Town prior to working in that position on a full-time basis for a period of at least five (5) years. The amount to be repaid will be prorated based on the period that the employee works in the position as follows:

<u>Years</u>	<u>Amount</u>
0 > 1	100% (\$5,000.00)
1 > 2	80% (\$4,000.00)
2 > 3	60% (\$3,000.00)
3 > 4	40% (\$2,000.00)
4 > 5	20% (\$1,000.00)
5 +	0% (\$0.00)

Respectfully submitted,

TOWN OF WATERTOWN,

By its attorney,



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Date: May 3, 2018

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