

MEMORANDUM

TO: JOHN H. CORCORAN, CITY MANAGER

FROM: WILLIAM F. LOONEY, JR., PAUL F. MARKHAM, ROBERT Y. MURRAY

DATE: May 14, 1973

RE: STATUS REPORT ON COLLECTIVE BARGAINING

FIRE DEPARTMENT

We have been meeting regularly with the members of the fire department negotiating committee. This committee is representing the firemen's association which represents the firemen in the city. It is not a certified bargaining unit but the city is treating it as the negotiating representative of the firemen.

After a considerable amount of negotiating we reached a point last Friday where the city had offered the fire department a 6 percent pay increase effective July 1, 1973 plus a cost of living increase payable July 1, 1974 measured by the increase, if any, in the cost of living between January 1, 1973 and July 1, 1974. In addition, the City's Blue Cross contribution rises from 50 percent to 75 percent.

At the present time the firemen receive a \$125 uniform allowance. This allowance is not paid to the firemen in cash but is available to charge items of uniform. As of last Friday, the fire department wanted, addition to what had been offered, the following;

1. clothing allowance of \$180 per year payable to the firemen in cash;
2. guaranteed 8 hours pay if called back after 11 p.m.
3. a personal day of leave each year;
4. an extra half holiday per year;
5. holiday pay for the firemen to be computed on the basis of a four day week rather than a five day week. At the present time when a paid holiday falls within a week each member of the fire department receives an extra days pay (six days in other words) whether he worked that holiday or whether he did not.

The city rejected the demand for a guaranteed 8 hours pay if called back after 11 p.m. in view of the fact that the firemen already work a four on-two off shift. The city stated that it

would discuss the question of a personal day of leave if the fire department was willing to shift to the sick-leave system used by the DPW. This was not acceptable to the firemen. The city was willing to give the firemen an extra half holiday, thus bringing the number up to 11 1/2 days per year, the same as the DPW and other departments.

With respect to the computation of holiday pay, it was the position of the city that employees normally work a five day week and holiday pay is to be computed on that basis and not on the basis of a four day week. Such computation would probably also violate the parity clause in the DPW contract.

At the conclusion of the session on Friday, the city told the firemen that it would grant an extra half holiday per year, bringing the total up to 12 paid holidays if that would settle the contract. The firemen said that if the city offered 12 1/2 holidays per year, that might settle the contract but 12 would not. The parties separated and agreed to consult again during the following week.

DPW FOREMEN (LOCAL 197)

The DPW Foremen have made a very large number of contract proposals. We have met repeatedly with the DPW Foremen and last week reached an agreement with the foremen on economic matters as follows: a two year contract effective January 1, 1973 with a 6 percent pay increase July 1, 1973 and a cost of living increase July 1, 1974, based on the increase, if any, in the cost of living between January 1, 1973 and July 1, 1974, plus 75 percent Blue Cross effective July 1, 1973. The foremen recognize the fact that any increase in the clothing allowance is presently deemed by the DPW Local 195 to violate its parity clause. It is the position of the city that this does not violate the clause and the city has demanded arbitration of this issue. Subject to a determination that the payment of the clothing allowance does not violate the parity clause the city has agreed to pay the foremen \$180 per year clothing allowance as is presently paid to local 195. There is still some discussion to be done regarding automobile allowance but neither party believes that this will interfere with the execution of the contract.

The city agreed to set-up a meeting within the next couple of weeks with the bargaining committee of the foremen and with the new DPW Commissioner, and the City Manager in order to review the other substantive proposals which have been made by the foremen. The foremen indicated that they are not anxious to necessarily write any of these proposals into the collective bargaining agreement, but they want an opportunity to discuss with the new commissioner and with the City Manager some matters regarding the organization of the department and their role in the department.

NURSES

We have met twice with the collective bargaining committee representing the nurses. The nurses originally made a number of demands. However, it has boiled down to the following:

1. The nurses are willing to sign a 30 month contract;
2. The nurses are willing to adopt the same sick leave provisions as have been adopted by the DPW;
3. The nurses want 75 percent Blue Cross effective July 1, 1973;
4. The nurses want the city to purchase professional malpractice liability insurance for all full-time nurses. This is a very common provision and would cost the city about \$1,500 per year;
5. The nurses now, according to their contract, receive 11 paid holidays and they want 11 1/2 holidays. Our information is that they have been given 11 1/2 holidays;
6. The nurses want the vacation schedule revised so that a nurse receives 3 weeks vacation after one year, 4 weeks after five years, and 5 weeks after 20 years, In addition, head nurses and supervisors want to receive a four week vacation after one year;
7. If the liberal vacation policy is adopted the nurses will take a 5 percent pay increase effective July 1, 1973 plus the standard cost of living increase on July 1, 1974 as offered to other bargaining units by the city;
8. The nurses want on-call pay raised from .60 per hour to .80 per hour.

Unlike other collective bargaining contracts in the city, the nurses have shift differential, weekend differential, and on-call differential. It is obvious from our negotiating sessions that the item which they care about most is some increase in the vacation benefits in order to bring them more into line with other hospitals in the greater Boston area.

We have made the standard offer to the nurses but the standard offer has been rejected. There is to be a meeting of city personnel on Friday, May 18, to discuss the union demands and further negotiations with the union is set for Monday, May 21.

WATER DEPARTMENT

We have met on a variety of occasions in March and April with the Water Department Union. There remained several outstanding items; one item concerned the appropriate scheduling of filter operators and another item concerned the appropriate agency fee to be charged to non-union members. There was also a difference over the appropriateness of paying retroactive clothing allowance payments because the 1971 contract was not executed until December 1972. Arrangements were made to make the retroactive payments and a meeting was scheduled with the Water Department representatives nearly three weeks ago when the Water Department Union refused to meet. The water department union filed a grievance with the State Labor Relations Commission asserting that the city was not paying clothing allowances properly and that the assignment of filter operators was not being bargained in good faith. The city filed a grievance with the State Labor Relations Commission, charging that the Water Department had refused to meet and bargain collectively with the city. Both of these grievances are to be heard before a State Labor Relations Commissioner Tuesday, May 15, at 2 p.m. In the meantime the parties have agreed to sit down and negotiate at 3:30 p.m. Tuesday, May 15. Hopefully considerable progress will be made at that meeting. Prior to this particular difficulty with the union, the union representatives had indicated that they were willing to accept the 6 percent plus cost of living pay increase and the Blue Cross Blue Shield increase which had been offered to other unions.

HOSPITAL NON-PROFESSIONALS (LOCAL 196)

We have met on two occasions with the representatives of local 196 who represent the non-professional employees at the hospital. There are a number of outstanding items:

1. elimination of book time;
2. the question as to whether or not employees and their dependants will be exempted from the \$25 deductible provision of Blue Cross;
3. a demand for a uniform allowance;
4. a demand that nurses aids (female) and hospital orderlies (male) who perform similar duties should be paid at the same rate of pay. At the present time hospital orderlies receive higher compensation than nurses aids;
5. in computing vacation time the union wants temporary employees service to be included in the computation as is done with the DPW;
6. the union wants on-call pay;
7. the union wants work schedules worked out so that no one will work more than five days in a row without getting time off. This was agreed to by the City of Cambridge on March 24, 1970 in writing but has never been implemented by the city.

The hospital workers are willing to accept the standard wage package which is being offered by the city because of the overlap between the nurses contract being negotiated and the non-professional hospital workers contract being negotiated, we have met with these people only twice. As a result the non-professional hospital employees have filed a grievance demanding more arbitration even though they have never actually demanded a meeting in which we have refused to attend. In any event this grievance is due to be heard Tuesday, May 15, at 1 p.m. before the State Labor Relations Commission. I imagine it will lead to the setting of a date for further negotiations.

POLICE DEPARTMENT

At the present time it appears that the situation between the city and the police department union is at an impasse. On October 11, 1972 the police association sent the City Manager a list of proposals. Since that time we have met on a number of occasions with the police association. On February 28, a meeting was held in the presence of a State Labor Relations Commission conciliator who was appointed on application of the police association. At that time the essential police demands were as follows:

1. a night differential pay of 10 percent;
2. officers on court time to be paid time and a half;
3. an increase in uniform allowance to \$180 per year;
4. institution of hospital insurance;

In addition at that time the police wanted approximately a 23 percent pay increase. Following this meeting the city rejected these demands.

On March 20, there was another meeting attended by the State Labor Relations conciliator, Mr. Grodsky. This was a particularly acrimonious meeting at which a considerable amount of verbal abuse was directed towards the representatives of the city. No substantial progress on any of the issues was made.

After that there was a meeting with the representatives of the police association at City Hall at which the City Manager was present. No progress was made at that meeting.

There after representatives of the police association appeared before the City Counsel and among other things suggested that their proposed pay increase be withdrawn. This was voted by the city counsel.

On May 1, 1973 there was a further meeting with representatives of the police association in the presence of the State Labor Relations conciliator and no further progress was made. Following this meeting the State Labor Relations conciliator stated that he would send the matter fact-finding and that the parties would be advised of the date of such a hearing. No such date has as yet been set.

In addition to these meetings the police association has also taken the position that the issues relating to extra pay for

court time, night time differential and longevity pay were, under the provisions of their 1970 contract, properly the subject of binding arbitration. Exercising their supposed rights under their 1970 contract the police association demanded arbitration. Mr. Archaball Cox has been appointed arbitrator and has set a date of June 8, 1973 for a hearing on this subject. It is the position of the city that these matters are not arbitribable and that question will be taken up at the time of the arbitration.

In addition to the acrimonious nature of the meetings with the police association, the basic problem that demands being made by the police far exceed any financial demands made by any other union and far exceed any of the proposed increases offered by the city to any of the unions.

DEPARTMENT OF PUBLIC WORKS (LOCAL 195)

After extended negotiations a twenty-four month contract from January 1, 1973 thru December 31, 1974 has been executed between the city and local 195 DPW.

HEALTH INSPECTORS

After execution of the DPW contract and following considerable negotiations the city executed a twenty-four month contract with the health inspectors commencing January 1, 1973 and expiring December 31, 1974.



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 876-6800

EXECUTIVE DEPARTMENT
JOHN H. CORCORAN
City Manager

May 14, 1973

To the Honorable, the City Council:

I transmit herewith for your information a status
report on Collective Bargaining.

Very truly yours,

John H. Corcoran
John H. Corcoran 3
City Manager

JHC/b

195

Agenda # 6

Transmitting status report on Collective
Bargaining from John H. Corcoran, City
Manager.

In City Council,

May 14, 1973

5/14/73

Placed on File -