

11.

COMMONWEALTH OF MASSACHUSETTS
BOARD OF CONCILITATION AND ARBITRATION

* * * * *

In the Matter of Impasse Arbitration

between

CAMBRIDGE POLICE ASSOCIATION

and

CITY OF CAMBRIDGE

PF-27-1976

* * * * *

Before William B. Post,
Impartial Arbitrator
and Chairman

SELECTION AND AWARD

The undersigned, a panel established pursuant to Section 4, Chapter 1078, Acts of 1973, selects the final offer statement presented by the City of Cambridge at the hearing held April 28, 1977. The full text of that final offer statement is attached hereto as an Appendix.

William B. Post
William B. Post, Chairman

James L. Sullivan
James L. Sullivan, City Appointee
(concurring)

Frank J. Galgay
Frank Galgay, Association Appointee
(concurring/dissenting)

New Haven, Conn.
(place of signing)

May 23, 1977
(date)

COMMONWEALTH OF MASSACHUSETTS
BOARD OF CONCILIATION AND ARBITRATION

* * * * *

In the Matter of Impasse Arbitration

between

CAMBRIDGE POLICE ASSOCIATION

and

CITY OF CAMBRIDGE

PF-27-1976

* * * * *

Before William B. Post
Impartial Arbitrator
and Chairman

CITY OF CAMBRIDGE'S
FINAL OFFER ON THE ISSUES IN DISPUTE

Pursuant to the Rules and Regulations of the Board as promulgated under Section 4 of Chapter 1078 of the Acts of 1973 and governing final offer arbitration proceedings, the City submits the following written statement of its last best offer on the issues in dispute.

Except as hereinafter amended, the terms of the January 1, 1973 collective bargaining agreement shall continue in force:

1. Contract Duration.

Delete Article XXVIII of the January 1, 1973 collective bargaining agreement and substitute the following:

"This Agreement shall be effective as of January 1, 1975, or at such later date, as to certain provisions thereof, as may be specifically referred to in this Agreement, and shall continue in force and effect until and including June 30, 1977.

On or after May 1, 1977, either party may notify the other of its desire to commence negotiations for a successor agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

During the period of negotiations for a successor agreement, to be effective July 1, 1977, this Agreement shall continue in force and effect after its expiration date, subject to changes and other adjustments as negotiated or otherwise operative under law."

2. Wages.

Delete Article XXVI of the January 1, 1973 collective bargaining agreement and substitute the following as Section 1:

"Section 1. Annual Salary. Employees shall be paid according to the following schedule:

Effective January 1, 1975

	<u>Minimum</u>	<u>After 1st Year</u>	<u>After 2 Years Maximum</u>
Patrolmen, Policewomen	\$11,288	\$12,396	\$14,583

Effective July 1, 1976

	<u>Minimum</u>	<u>After 1st Year</u>	<u>After 2 Years Maximum</u>
Patrolmen, Policewomen "	\$12,000	\$13,175	\$15,500

2A. Effective June 1, 1977, paid leave rate increased ^{to} \$5.00 per hour, subject to Association approval.

3. Martin Luther King Day.

Amend Article XII, Section 1 of the January 1, 1973 collective bargaining agreement by adding Martin Luther King Day as a paid holiday, effective January 1, 1976.

4. Career Awards Program.

Add the following Section 2 to Article XXVI:

"Section 2. Career Awards Program.

(a) Effective July 1, 1976, permanent employees with the following requisite years of service shall receive an annual payment in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Annual Payment</u>
5 but not 10	\$ 300
10 but not 15	600
15 but not 20	900
20 but not 25	1,200
25 and over	1,500

Service hereunder shall commence with date of permanent appointment and shall not include reserve time.

(b) Employees who qualify for education incentive pay under Chapter 835 of the Acts of 1970, as amended, as well as for pay under subsection (a) shall receive the higher payment to which they are entitled, but not both.

(c) Weekly payment hereunder shall be included in computing sick pay, holiday pay or injured pay, and will, to the extent permitted by law, be included as regular compensation for overtime, pension, and retirement purposes."

5. Clothing Allowance.

Delete Section 1 of Article XXIII of the January 1, 1973 collective bargaining agreement and substitute the following:

"Section 1. Uniforms.

Effective July 1, 1975, each employee shall receive an annual clothing allowance of two hundred thirty (\$230.00) dollars, and, effective July 1, 1976, two hundred eighty (\$280.00) dollars, for the purchase or replacement of uniforms, clothing, overcoats, shoes, shirts, gloves, mittens, and related items of clothing, same to be cash payments. In addition to this clothing allowance, the City agrees to replace, at its expense, items of clothing and uniforms substantially damaged in the performance of duty without negligence on the part of the employee involved. The annual clothing allowance shall be paid to employees prior to the second payday in December of each year. Employees agree to comply with departmental regulations on proper dress and the Association will cooperate in effecting such compliance.

Uniforms will be worn as prescribed by the Chief."

6. Health Insurance.

Delete Section 1 of Article XXII of the January 1, 1973 collective bargaining agreement and substitute the following:

"Effective January 1, 1976, the City shall pay ninety-nine (99%) percent of the premium cost for the health insurance plan, including Master Medical, provided employees; and shall continue to pay seventy-five (75%) percent of the premium cost for the group life insurance program provided employees."

Respectfully submitted,

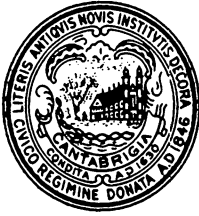
CITY OF CAMBRIDGE

by



Allan W. Drachman

April 28, 1977



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 876-6800

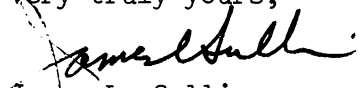
EXECUTIVE DEPARTMENT
JAMES L. SULLIVAN
City Manager

June 6, 1977

To the Honorable, the City Council:

With regard to awaiting report item no. 3 regarding the status of collective bargaining negotiations with the Police department, please be advised that the arbitration panel has selected the final offer of the City in this matter (copy enclosed).

Very truly yours,


James L. Sullivan
City Manager

JLS/nwc

Enc.

Agenda #11

S-330

Response to Awaiting Report no. 3, re:
status of collective bargaining negotiations
with the Police Department.

In City Council,
June 6, 1977

Placed on File.