

**MOULTON, LOONEY, MAZZONE, FALK & MARKHAM**

15 BROAD STREET

BOSTON, MASSACHUSETTS 02109

(617) 742-5550

CABLE FALKON

STEPHEN MOULTON  
WILLIAM F. LOONEY, JR.  
A. DAVID MAZZONE  
MURRAY H. FALK  
FAUL F. MARKHAM  
ROBERT D. CITY  
ROBERT Y. MURRAY  
GERALD F. LUCEY  
STEWART F. GROSSMAN

OF COUNSEL  
RICHARD MAGUIRE

February 25, 1974

Mr. John H. Corcoran  
City Manager  
Cambridge City Hall  
Cambridge, Mass. 02139

Re: Status of Negotiations with Cambridge  
Water Department Association

Dear Mr. Corcoran:

As you know, we have been negotiating on behalf of the City of Cambridge for a considerable length of time with the Bargaining Representatives of the Cambridge Water Department Association.

After considerable negotiations in the spring and summer of 1973, the Cambridge Water Department Association presented the City of Cambridge with a substantial list of further proposals for negotiation which were substantially different from the issues originally subject to bargaining. Since September, we have met on several occasions with representatives from the Cambridge Water Department and Counsel to the Bargaining Committee and have been actively negotiating these issues.

Last August, the Cambridge Water Department Association filed a complaint with the State Labor Relations Commission alleging, among other things, that the city had engaged in an unfair labor practice in that it had not given the members of this Union the six percent pay increase which had been given to those who had signed Collective Bargaining contracts calling for these pay raises. This grievance came on for hearing before the State Labor Relations Commission in January, 1974. In view of the pendency of this hearing, there have been no Collective Bargaining meetings between the parties. The State Labor Relations Committee has held three separate hearings during January. It has not heard all the evidence as yet. The next hearing is scheduled to be held March 1, 1974. In view of the fact that the State Labor Relations Commission has not as yet heard the whole matter and has not reached any decision, it is difficult to anticipate when the parties will resume collective bargaining. It has been the position of the city that it is not willing to pay the July 1, 1973 pay increase in advance of the completion of the collective

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John H. Corcoran, City Manager


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February 25, 1974

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In view of the fact that we are in the middle of a hearing before the State Labor Relations Commission and in view of the large number of proposals which are under discussion, it does not seem appropriate to be discussing a pay increase unless it is in the context of the execution of a complete collective bargaining contract.

Very truly yours,

  
Paul F. Markham

PFM:daw

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
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John H. Corcoran, City Manager  
City of Cambridge  
Cambridge, Mass. 02139

Re: Status of Negotiations with Cambridge  
Police Association

Dear Mr. Corcoran:

As you know, the City of Cambridge and the Cambridge Police Association conducted an arbitration on November 29, 1973, regarding the appropriateness of retroactively bargaining a number of different economic issues including longevity, night-shift premium and court time pay. It was the position of the Police Association that these items could be retroactively negotiated back to January 1, 1972.

On February 8, 1974, the arbitrator upheld the position of the city that these items were not subject to binding arbitration. In the meantime, we on behalf of the city have been negotiating with the police regarding a six percent pay increase payable (retroactively) to July 1, 1973 with a Cost-of-Living increase payable July 1, 1974. Prior to the rendering of the arbitrator's decision it was the position of the Cambridge Police Association that it would not accept this economic package unless it was accompanied by binding arbitration of the other items as well. Since the publishing of the opinion of the arbitrator, we have communicated a number of times with representatives of the Cambridge Police Association. We have made the following proposal. We would recommend to you that you recommend to the City Council that the members of the Cambridge Police Association be paid a six percent pay increase retroactive to July 1, 1973 plus an agreement to pay a Cost-of-Living increase on July 1, 1974 upon the same terms as are applicable to the other employees of the city who have signed collective bargaining contracts provided the Cambridge Police Association for its part agrees (a) that it will not appeal the decision of the arbitrator rendered February 8, 1974 and (b) that the Cambridge Police Association will agree not to negotiate any financial items to be effective prior to July 1, 1974.

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John H. Corcoran, City Manager

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February 25, 1974

This proposal was transmitted to the counsel for the Cambridge Police Association on Friday, February 22, 1974. Counsel advised us that he would take this proposal up with members of the Cambridge Police Association and let us know its decision. We discussed the proposal further today with counsel for the Police Association and have been advised that the proposal is unacceptable.

We recognize that the city is most anxious to reach an agreement with the Cambridge Police Association; however, implementing a six percent pay raise effective July 1, 1973 with a Cost-of-Living increase payable July 1, 1974 without also bringing these other issues to a conclusion will not best serve the interests of the city.

Very truly yours,

  
Paul F. Markham

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# CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 876-6800

EXECUTIVE DEPARTMENT  
JOHN H. CORCORAN  
City Manager  
JAMES L. FARRELL  
Assistant City Manager

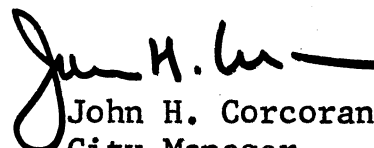
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To the Honorable, the City Council:

Enclosed herewith please find two separate communications from the law firm of Moulton, Looney, Mazzone, Falk & Markham, which firm, as you know, represents the City on collective bargaining matters.

These same communications are self-explanatory. I felt it advisable to ask for this updating on the collective bargaining matters in these two areas in view of the matters currently before your Honorable Body.

Very truly yours,

  
John H. Corcoran  
City Manager

JHC/b

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Placed on file