



CAMBRIDGE POLICE ASSOCIATION
OFFICE OF CITY CLERK

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SEP 20 2 56 PM '73

CAMBRIDGE, MASS.

September 20, 1973

The Honorable City Council
City of Cambridge
City Hall
Cambridge, Mass.

Please find attached a copy of the fact-finders report between the City of Cambridge and The Cambridge Police Association. The Executive Board of the Association respectfully request that we be granted a meeting with your honorable body to discuss this report.

Respectfully submitted

Harold F. Murphy, Jr.
Secretary-treasurer
Cambridge Police Assoc.

REPORT OF THE FACTFINDER

City of Cambridge and Cambridge Police Association

This report covers unresolved issues remaining after hearings, and also restates certain understandings informally arrived at in the hearings, and still subject to ratification by the principals.

Salaries. The City has offered a 6 percent increase, effective the date the contract is entered into, and an additional cost of living increment on the first anniversary of the contract, reflecting the increase in the cost of living from January 1, 1973. The Association has asked for a 13 percent increase, effective January 1, 1973, and an increased differential between grades going from the present 16.5 percent up to 22 percent.

While the Association's request seems to me somewhat excessive on its face, in the light of the overriding national need to combat inflation, I do not believe it is appropriate to penalize employees by denying them actual increases in the cost of living from the base line fixed by the time of the last salary increase (Dec. 31, 1971), the increase to be payable retroactively for the period between the termination of the last contract and the starting date of the

new contract following the termination of the previous contract. I would therefore recommend that as of the date this contract is executed, the employees receive a retroactive increment equal to the average of 1) the percentage increase in the cost of living from January 1, 1972 to December 31, 1972, and 2) the percentage increase from January 1, 1972 to the new contract date. As of the contract date, I suggest they receive an increase amounting to the actual percentage increase in the cost of living, since January 1, 1972. To illustrate: assume an officer currently earning \$10,000 a year; assume an increase in the cost of living from January 1, 1972 to December 31, 1972 of 5 percent; assume an increase in the cost of living from January 1, 1972 to the new contract date of 11 percent; and assume a new contract date of October 1. The average increment in the cost of living since January 1, 1972, between January 1, 1973 and the new contract date is thus 8 percent. On the new contract date, October 1, therefore, the officer would receive 8 percent of \$10,000 times 9/12 of a year, or \$600, as retroactive pay, plus an increase in his pay from October 1 on, of 11 percent, so that he would then be paid at an annual rate of \$11,100. Please note that all these figures are arbitrary, for ease in calculation. On the first anniversary of the contract, salaries would

then be adjusted again by the percentage increase in the cost of living from the date the contract was entered into, rather than, as the City proposed, from January 1, 1973. This seems to me a more equitable approach to the cost of living principle.

In the absence of strong inflationary pressures, I might have suggested an additional increment to bring police salaries more into line with the relative cost of living in the Boston area as compared with other areas of the country. I note that Cambridge police salaries are below the average of police salaries for other high-cost urban areas, and closer to the level of police salaries in areas with costs of living at least 20 percent below the Boston area. I also note that differentials between patrolmen and senior grades are less than other nearby communities, but again, I do not believe this is the year to make adjustments in that situation.

I am not persuaded by the arguments advanced by the Association, based on the case of Boldt v. International Union. That case merely holds that general wage increases, apart from costs of living increments, previously agreed to, are binding contracts not abrogated by the Economic Stabilization Act amendments of 1971.

Transitional Career Awards. The Association has proposed a so-called transitional career awards program. The program as I understand it is essentially a longevity pay program designed somewhat to equalize the situation of older officers who in their younger years did not have the opportunity to participate in the present education incentive plan, who would find it difficult to do so relatively late in life, and who therefore find themselves receiving less compensation than younger officers who are taking advantage of the educational plan. The Association proposes that only employees employed on January 1, 1973 be eligible to participate in the proposed program.

While I understand that the proposed plan is designed to remove undesirable causes of friction between younger and older officers, it seems to me not altogether reasonable for the Association to ask the City, and, through it, the taxpayer, to pick up the tab. As a possible compromise I might suggest that the proposed program be instituted only for employees who have been employed since January 1, 1963 or perhaps even since January 1, 1958. Employees in their first ten or fifteen years of employment should be flexible enough to take advantage of the education incentive plan, rather than the proposed program.

Night Differential. The Association has proposed a 10 percent night shift differential for employees regularly scheduled to work on a night shift. It is clear that night shift work imposes additional heavy burdens on employees, affecting their family life, physical well-being, and pursuit of happiness. It seems reasonable that they should be somehow compensated for this additional burden, and it appears to be becoming almost a general practice in other municipalities to provide such compensation.

I cannot refrain from pointing out, however, that the facts and practices in other communities suggest that a night shift differential is not regarded as in fact compensatory, since even when a night shift differential is paid, men who have accumulated sufficient seniority to move to the day shift are not motivated by the differential to remain on the night shift. If this is the case, then a night shift differential amounts only to a bonus to junior employees, which is cut off when they achieve sufficient seniority to move to the day shift. Accordingly, I question the attractiveness of a night shift differential from the Association's point of view. But they are asking for it, and I think they have to be allowed to be the best judges of their members' own desires. Accordingly, I recommend that a night differential be included in the contract, but

at a rate of 5 percent (rather than 10 percent as proposed by the Association) since a 5 percent rate seems more in line with general practice in the area, at least in a situation where no such differential has been paid.

Group Insurance. The Association has proposed that the City pay 99 percent of the premium cost for service-connected group accidental death insurance. The City Council has already accepted Chapter 383 of the Acts of 1967, which commits the City to pay at least 50 percent of such premium costs.

Since a 75 percent payment seems to me more in accord with general practice, and since the City, by accepting the provisions of Chapter 383, has already invoked the parity clause in the Department of Public Works contracts, I recommend a 75 percent payment rate.

Court Time. The Association has proposed that court time be compensated on an overtime service basis, with a minimum of three-hours pay on an overtime basis. The City at first proposed to compensate for court time straight-time basis, with a minimum of three hours straight-time pay (the arrangement currently in effect). After discussion, I understand the parties are agreeable to court time compen-

sation at the overtime rate, but the three-hour minimum to be calculated at the straight-time rate and the employee to receive either the three-hour straight-time minimum or actual time at overtime rates, whichever is greater. The parties are also agreed, as I understand it, that employees who are required to travel to court at Lowell may include in their time the travel time to and from Cambridge, and will either be provided with transportation or reimbursed for use of their own cars.

Maintenance of Shifts. The Association has proposed that the four and two system remain in effect during the term of the agreement, and the City initially proposed that the Chief of Police retain the power to modify this shift arrangement, after reasonable notice, and opportunity to be heard, has been given to the Association. I understand that the parties are agreed that they both accept the principle of management discretion, but that the City concedes that it will not change the four and two system without mutual agreement between the Association and the Chief of Police during the term of the contract.

Sabbath Pay. The proposal of the Association that Sunday be treated as a holiday for pay purposes does not

seem altogether reasonable under the four and two system, which requires regular and predictable Sunday duty. What is proposed, therefore, is simply a further pay increase. Since the Sunday argument falls, the argument that it should apply to whatever day each officer observes as his Sabbath, in order to avoid religious discrimination, falls with it.

Uniform and Clothing Allowance. The City presently selects a uniform and clothing contractor on an annual basis, from whom the men must buy their clothing in order to earn credit against their clothing allowance. The Association desires that the men be free to purchase against the clothing allowance (presumably through a voucher system) from any commercial outlet, provided of course they meet uniform standards and specifications.

It is my view that, given the number of uniform outlets in the area, the bargaining power of the individual policement will be at least as effective in holding down prices as the bargaining power of the City in selecting a single outlet at the beginning of the year, and that the men are likely to receive better merchandise and better treatment if they are free to choose where to bring their business. Uniformity and quality of clothing can be assured through

normal disciplinary procedures -- including processing of vouchers by the City. It also seems to me more consistent with grownup treatment of police officers and with analogous practices in other police departments and in the military.

I understand that the parties have agreed in lieu of a repair and maintenance allowance for uniforms that the City will reimburse police officers for substantial damage incurred in the course of employment and without negligence; the reimbursement either to cover the cost of repair or half the original cost of the item. The provision for reimbursement for half the original cost is intended to avoid the complications of calculating depreciation on clothing and uniform items in each case. I understand the City is also prepared to provide each officer with an appropriate riot helmet, which can be kept available in his vehicle.

ADAM YARMOLINSKY
September 12, 1973



City of Cambridge

IN CITY COUNCIL

Comm. 7.

374

Comm. from Harold F. Murphy, Jr., Secretary-Treasurer of the Cambridge Police Association requesting a meeting before the City Council relative to the fact-finders report between The City of Cambridge and the Cambridge Police Association.

In City Council,

Sept. 24, 1973

9/24/73

Filed on File -

Executive Session

Held after meeting -