

# City of Cambridge

MASSACHUSETTS

In City Council

4/11

1994

Mgt's Agenda

|                             | YEA | NAY | ABSENT | PRESENT |  |
|-----------------------------|-----|-----|--------|---------|--|
| Ms. Kathleen L. Born        | ✓   |     |        |         |  |
| Mr. Francis H. Duehay       | ✓   |     |        |         |  |
| Mr. Jonathan S. Myers       | ✓   |     |        |         |  |
| Mrs. Sheila T. Russell      | ✓   |     |        |         |  |
| Mr. Michael A. Sullivan     | ✓   |     |        |         |  |
| Mr. Timothy J. Toomey, Jr.  | ✓   |     |        |         |  |
| Ms. Katherine Triantafillou |     |     | ✓      |         |  |
| Mr. William H. Walsh        | ✓   |     |        |         |  |
| Mayor Kenneth E. Reeves     | ✓   |     |        |         |  |

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TT m revised 4/8  
RF 4/8-8

CITY COUNCIL  
CITY OF CAMBRIDGE

April 11, 1994

INTRODUCED BY CITY MANAGER ROBERT W. HEALY

AN ORDER CONCERNING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1993

ORDERED: That in addition to sums previously appropriated by the City Council for the fiscal period 1993-94 the following sum is hereby appropriated in the General Fund the City of Cambridge:

| FUNCTION         | DEPARTMENT OR<br>PROGRAM | SALARY<br>\$ WAGES | OTHER<br>ORDINARY<br>MAINTENANCE | TRAVEL &<br>TRAINING | EXTRAORDINARY<br>EXPENDITURES | APPROPRIATIONS |
|------------------|--------------------------|--------------------|----------------------------------|----------------------|-------------------------------|----------------|
| Public<br>Safety | Police                   | \$350,000          |                                  |                      |                               | \$350,000.00   |

BE IT FURTHER ORDERED: That the above appropriation in the General Fund to be financed by estimated revenues drawn from the following sources:

| FINANCING PLAN | REVENUE      |
|----------------|--------------|
| Free cash      | \$350,000.00 |

In City Council April 11, 1994.  
Adopted by a ye and nay vote:-  
Yeas 8; Nays 0; Absent 1.  
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:- *D. Margaret Drury*  
D. Margaret Drury  
City Clerk

COMMONWEALTH OF MASSACHUSETTS  
BEFORE THE JOINT LABOR-MANAGEMENT COMMITTEE  
Before Arbitrator Robert M. O'Brien

\* \* \* \* \*  
In the Matter of \*  
Arbitration between \*  
\*  
CAMBRIDGE POLICE SUPERIOR \*  
OFFICERS ASSOCIATION \*  
\*  
and \*  
\*  
CITY OF CAMBRIDGE \*  
\*  
\* \* \* \* \*

Case No. JLMC-93-65P

INTEREST ARBITRATOR'S AWARD

Appearances

For the City: Philip Collins, Esquire  
Michael P. Gardner, Director of  
Personnel  
For the Association: Alan J. McDonald, Esquire

BACKGROUND

On October 22, 1993, the Joint Labor-Management Committee (committee) determined that the issues in negotiations between the Cambridge Police Patrol Officers Association (Association) and the City of Cambridge (City) had remained unresolved for an unreasonable period of time resulting in the apparent exhaustion of the processes of collective bargaining. The Committee thereafter designated the undersigned to serve as arbitrator under a standard form of interest arbitration. Pursuant to that designation and in light of my recent award involving the Cambridge Police Patrol

Officers Association, the parties have submitted the matter by argument of counsel for an expedited ruling. Pursuant to these ground rules, the Arbitrator issues the following award for a three-year collective bargaining agreement to replace the agreement which ended on June 30, 1991.

1. Salary.

It appears that in the early stages of negotiations, the parties contemplated a three-year agreement with wage increases effective in each year. However, by the fall of 1991, the City had conveyed to the Association that its main priority in the negotiations was to adopt a more efficient managed-care health plan in lieu of its existing plan, and to limit its contribution to ninety percent (90%) of the total premium. For its part, the Association did not necessarily oppose the transfer to a different plan, provided that the quality thereof was high. Further, the Association was willing to accept responsibility for ten percent (10%) of the premium costs of such plan. In fact, as of March, 1992, the parties reached tentative agreement on all issues, but the membership failed to ratify it, in large part because the City had not yet determined what health plan it wished to substitute.

The City had stated its position that retroactivity of any wage offer would be contingent upon the Association's acceptance of the health insurance changes by early 1993. When agreement was not forthcoming by that time, the payment of retroactivity joined health insurance and a few other language issues as the major stumbling blocks to an agreement.

In the award being issued, I am mindful that several other unions within the City who received retroactive increases, did so only by accepting the health insurance changes within the time frames proposed to them by the City. But this award, like that involving the patrol officers takes that consideration into account both in terms of Association proposals not being included (i.e., for greater retroactivity in Fiscal Year 1994 and for a previously agreed bonus) and in terms of the City's proposals regarding sick leave compensation practices and performance evaluations. Further, I am graphically reminded by the tragic deaths of several law enforcement officers within Massachusetts over the past months of the occupational hazards unique to police work. In this context, I believe the Association's members deserve to have the wage increases paid retroactively. Accordingly, I award:

Effective July 1, 1991.....4.0%

Effective July 1, 1992.....3.0%

Effective July 1, 1993.....3.0%

Effective January 1, 1994.....1.0%

2. Health Insurance. The City's proposal for changes in the health care plan offered its employees is reasonable in light of the quality of the new plan and the lack of significant opposition from the Association to such changes. Accordingly, I award:

- 10% HMO employee contribution rate 7/1/91; withdraw existing grievance/arbitration claim for repayment of employee 10% contributions to HMOs back to 7/1/91 and the claim concerning increase in drug co-pays for Master Health Plus. The City shall pay 90% share of the premium for any HMO coverage or coverage for an HMO with an out of network or point of service option.

- Begin 10% employee contribution for Health Flex Blue, a new BC/BS HMO effective one month prior to implementation of Health Flex Blue (with credit for any contributions already made that month).
- Blue Cross Blue Shield Health Flex Blue effective three weeks after date of award at 90% City contribution - 10% employee contribution; Standard City Package (plan design attached).

3. Article XXIV, Uniforms and Equipment.

- A. Effective 7/1/92, the total clothing allowance shall be \$625 to be paid in two equal cash installments of \$312.50.

Effective 7/1/93, the total clothing allowance shall be \$650 to be paid in two equal cash installments of \$325.

- B. Add Section 2 Uniform Change to read:

Section 2 Uniform Change

Should there be a change in the current uniform style now being worn by the Superior Officers, the City agrees to assume the cost of the new items. Should there be a change in shirt style, (long sleeves or short sleeves), the City agrees to pay for the first three shirts in each sleeve category required. Should there be a change in coat style, the City agrees to pay the total cost of the new style coat. Should there be a change in hat style, the City agrees to pay for one hat. After the initial issue of the new uniforms provided for by the City, members of the bargaining unit will assume the cost for all future purchases of the then new/current style of uniform from their uniform/clothing allowance.

4. Sick Leave Compensation Practices - shall be modified to include the following:

1. Employees who have been absent due to sick leave (whether paid or unpaid), leaves of absence, or on suspension, for 90 consecutive days or more shall not be entitled to any wage adjustments, compensation increases, increased benefit allowances or other increases in contractual benefits during the period of absence. They will only be eligible to receive these benefits upon returning to

work, with no retroactive payments authorized for the period of such absence.

This provision shall not apply to persons who are absent and being paid pursuant to G.L.c.41, §111F.

2. Weapons training pay allowances will not be paid for any period in which an employee has been absent because of sick leave (paid or unpaid), leaves of absence, or on suspension, for 90 consecutive days or longer. Such an employee not working at the time such payments come due shall not be paid until the employee returns to work, and then only a pro-rata basis for the time actually worked. An absence which overlaps the payment period shall be prorated proportionately for each pay period.

This provision shall not apply to employees who are absent and being paid pursuant to G.L.c. 41, §111F.

5. Pay in Lieu of Health Insurance.

Eligible employees who decline City health insurance, effective same day as implementation of Health Flex Blue, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive \$62.50 per month payment (\$750/year) in lieu of health insurance. This payment shall not be included in pay for any other purpose. Employees who lose the alternative health insurance through no fault of their own, (e.g. spouse loss of job and hence insurance) will be entitled to enroll in City plan off open enrollment period with no waiting periods or preexisting conditions limitations. Employees can elect coverage at open enrollment without limitation as to other coverage.

6. Dependent Care & Medical Insurance Pre-Tax Programs.

Effective two months after the date of award, the City shall put into place a place a dependent care assistance program and medical insurance assistance program in accordance with the Internal Revenue Code Section 125 and Section 129 provisions; employee to pay vendor fee (currently \$48/year voluntary).

7. Domestic Partner.

Provide health insurance and health and welfare fund coverage under the domestic partnership ordinance, effective same date as implementation of Health Flex Blue.

8. Performance Evaluations. There is currently no system for the formal conduct of performance evaluations within the police department. The City seeks contractual authorization to implement such a system. The Association does not conceptually oppose the conduct of performance evaluations, but seeks to limit the purposes for which such evaluations may be used. I believe that the following language effects an appropriate balance between the interests of both parties. Accordingly, I award:

Superior officers shall participate in conducting performance evaluations of their subordinates.

The City shall have the right to implement evaluation of job performance of bargaining unit members. Such evaluations may be used for the purposes of counselling and development; the evaluations shall not be used for discipline, or retirement, except that the underlying facts may be relied upon in such proceedings. The substance of any officer's individual evaluation shall be subject to grievance and arbitration process only if the overall rating is below average. These evaluations shall not be factored as a component of the civil service exam score for promotions, but the City Manager retains the rights, under M.G.L. c. 31, §27, to bypass candidates for promotion after certification of a civil service eligible list.

9. Pay Day.

The City shall have the right to change the weekly pay day to Thursday, with one month's notice to the Association. At the same time the City will make direct deposit available to bargaining unit members for regular weekly pay. Direct deposit may be rescinded for employees with absences of greater than 30 days. The detail pay shall change from Friday to Thursday at the same time the regular weekly pay day changes to Thursday.

10. Parking.

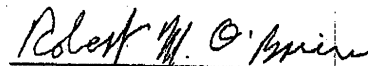
Parking shall be available to employees at the Green Street Garage, impose fee of \$1.50 week, effective the date retroactive wage money is paid; for those who wish to be eligible, prepay monthly.

11. Article XXXIII.

This agreement shall be effective as of July 1, 1991, and shall continue in force and effect until and including June 30, 1994. All changes are effective as of the first day of the agreement, unless another effective date is expressly provided.

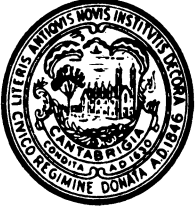
The Superior Officers Association shall notify the City of its proposals for a new Agreement to be effective on the termination of this agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto. Notification under this Article shall be accomplished by the Superior Offices Association's delivery of a copy of its proposal to the City Manager.

During the period of negotiation for a new Agreement, to be effective July 1, 1994 the Agreement shall continue in force and effect after its expiration date, June 30, 1994, subject to changes and other adjustments as negotiated or otherwise operative under law.



Robert M. O'Brien

Dated: March 31, 1994



## CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300

FAX. 349-4307

EXECUTIVE DEPARTMENT

ROBERT W. HEALY

City Manager

RICHARD C. ROSSI

Deputy City Manager

April 11, 1994

To The Honorable, The City Council:

Attached please find a copy of the Arbitrator's Award, in the matter involving the City of Cambridge and the Cambridge Police Superior Officers Association. The City and the Association, after several face to face meetings last month, agreed to an expedited arbitration process to facilitate resolution of the labor contract between the parties. This award represents the Arbitrator's decision concerning how this matter should be resolved. It represents a reasonable compromise of the positions of the parties on various issues in dispute. I believe this award presents a solid foundation on which to building continuing cooperation, for the betterment of services to residents and visitors to our City, at a reasonable cost. I strongly urge you to accept this award, and provide the funding for its implementation, pursuant to Chapter 589 of the Acts of 1987. The total appropriation necessary to fund this award, beyond funds already included in the FY94 budget, is \$350,000.00, which I recommend be appropriated from free cash.

Very truly yours,

Robert W. Healy  
City Manager

RWH/mev  
attachment

Consent Agenda #5

S-145-

Transmitting comm. from R.W. Healy  
re: the Arbitrator's Award in the matter  
of involving City of Cambridge and  
Cambridge Police Superior Officer Assoc.

In City Council April 11, 1994

Order adopted  
8-0-1