

MARY ELLEN SHEA

MEDIATION ARBITRATION FACILITATION TRAINING

June 3, 2019

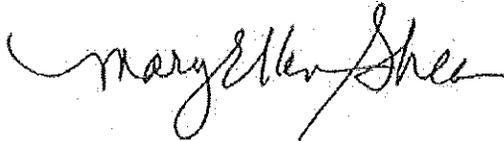
Joseph S. Fair, Esq.  
KP Law, P.C.  
101 Arch Street  
Boston, MA 02110

Re: Watertown Police, JLMC-17-61052

An electronic copy of the Award and Opinion in the above-referenced matter was emailed to the Joint Labor Management Committee at the offices of the Division of Labor Relations on June 1, 2019.

At the direction of the JLMC, I am providing each party a signed original of the Award and Opinion. An invoice for arbitration services is enclosed as well.

Thank you,



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**COMMONWEALTH OF MASSACHUSETTS  
JOINT LABOR MANAGEMENT COMMITTEE**

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Interest Arbitration between: \*  
WATERTOWN POLICE ASSOCIATION \*  
and \*  
\*  
TOWN OF WATERTOWN \*  
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JLMC-17-61052  
Interest Arbitration

**AWARD**

The terms of the parties' July 1, 2013 through June 30, 2016, collective bargaining agreement shall remain in effect for the July 1, 2016 through June 30, 2019, successor contract except as modified below:

**WAGES**

July 1, 2016	2.25%
July 1, 2017	2.0%
July 1, 2018	2.0%

**ADDITIONAL STEP**

No change.

**EDUCATIONAL INCENTIVE**

Effective July 1, 2016, the Educational Incentive will be increased:

Associate's	\$500.00
Bachelor's	\$1000.00
Master's	\$1500.00

**HAZARDOUS DUTY PAY**

No change.

**BIWEEKLY PAY**

The Town may implement bi-weekly pay upon issuance of retroactive payments pursuant to this award.

**IN-HOUSE TRAINING**

When in-house training is conducted during the day shift and for less than four (4) hours, one officer undergoing the training will count for minimum manning.

**ARTICLE 21, SECTION A**

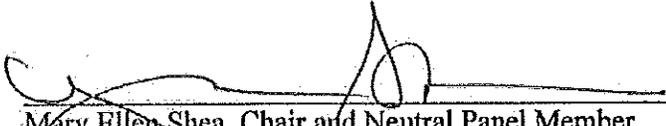
No change.

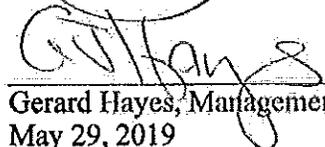
**TUITION LOAN PROGRAM**

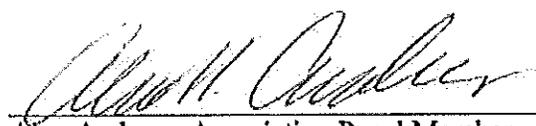
The Tuition Loan Program will be eliminated, except for officers who already had undertaken a course of study in reliance on the benefit as of January 1, 2017, unless the parties negotiate a mutually acceptable agreement to continue the program within 30 days of this decision.

**REPAYMENT AGREEMENT**

No change.

  
\_\_\_\_\_  
Mary Ellen Shea, Chair and Neutral Panel Member  
May 29, 2019

  
\_\_\_\_\_  
Gerard Hayes, Management Panel Member  
May 29, 2019

  
\_\_\_\_\_  
Alan Andrews Association Panel Member  
March 29, 2019

**COMMONWEALTH OF MASSACHUSETTS  
JOINT LABOR MANAGEMENT COMMITTEE**

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Interest Arbitration between: \*

\*

WATERTOWN POLICE ASSOCIATION \*

JLMC-17-61052

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Interest Arbitration

and

\*

CBA commencing July 1, 2016

\*

TOWN OF WATERTOWN \*

\*\*\*\*\*

**Representing the Watertown Police Association:**

Alan M. McDonald, Esq.

John Killian, Esq.

**Representing the Town of Watertown:**

Joseph S. Fair, Esq.

**In attendance for the Association:**

Michael Martin, Association President

Lloyd Burke, Association Vice President

John Bartolomucci, Bargaining Agent

Eric Garabedian, Bargaining Agent.

**In attendance for the Town:**

Tom Tracy, Town Auditor

Michael Lawn, Chief of Police.

Gayle Shattuck, Personnel Director

INTRODUCTION

The Joint Labor Management Committee (JLMC) interest arbitration panel is comprised of Alan Andrews, the Union Panel Member<sup>1</sup>; Gerard Hayes, the Management Panel Member; and Mary Ellen Shea, the Chair and Neutral Panel Member. The panel was appointed by the JLMC on August 6, 2018, to resolve the contract dispute between the Watertown Police Association (Association) and the Town of Watertown (Town). An interest arbitration hearing was conducted on January 30, 2019 in Watertown, Massachusetts.

The parties were provided a full opportunity to present evidence and make arguments. The parties submitted post-hearing briefs by April 15, 2019. During its deliberations, the panel considered the "applicable legal standards" at Chapter 589, Acts of 1987:

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<sup>1</sup> Richard Pedrini initially was appointed as the Union Panel member and Alan Andrews was assigned to replace him in November 2018.

The factors to be given weight in any decision or determination resulting from the mechanism or procedures determined by the committee to be followed by the parties in order to reach final agreement pursuant to this section shall include, but not be limited to:

- (1) Such an award shall be consistent with: (i) section twenty-one C of chapter fifty-nine of the General Laws, and (ii) any appropriation for that fiscal year from the fund established in section two D of chapter twenty-nine of the General Laws.
- (2) The financial ability of the municipality to meet costs.  
The commissioner of revenue shall assist the committee in determining such financial ability. Such factors which shall be taken into consideration shall include but not be limited to: (i) the city, town, or district's state reimbursements and assessments; (ii) the city, town or district's long and short term bonded indebtedness; (iii) the city, town or district's estimated share in the metropolitan district commission's deficit; (iv) the city, town or district's estimated share in the Massachusetts Bay Transportation Authority's deficit; and (v) consideration of the average per capita property tax burden, average annual income of members of the community, the effect any accord might have on the respective property tax rates on the city or town.
- (3) The interests and welfare of the public.
- (4) The hazards of employment, physical, educational and mental qualifications, job training and skills involved.
- (5) A comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities.
- (6) The decisions and recommendations of the factfinder, if any.
- (7) The average consumer prices for goods and services, commonly known as the cost of living.
- (8) The overall compensation presently received by the employees, including direct wages and fringe benefits.
- (9) Changes in any of the foregoing circumstances during the pendency of the dispute.
- (10) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between parties, in the public services or in private employment.
- (11) The stipulation of the parties.

ISSUES BEFORE THE PANEL

Pursuant to Chapter 589, Section 3 (a), the JLMC conducted a hearing and, on August 6, 2018, certified the unresolved issues to be presented at arbitration. The parties have since mutually agreed to a contract duration of July 1, 2016 through June 30, 2019. There are a total of nine issues to be resolved:

Jointly Submitted issue:

Wages

Association's Issues

Additional Step

Educational Incentive

Hazardous Duty Pay

Town's Issues

Bi-Weekly Pay

In-House Training

Amended Article 21, Section A

Tuition Loan Program

Repayment Agreement

When considering the parties' proposals, the panel applied all the statutory elements to the parties' arguments and the supporting evidence submitted at hearing.

POSITIONS OF THE PARTIES

WAGES

ASSOCIATION PROPOSAL AND POSITION:

<u>July 1, 2016</u>	<u>3.5%</u>
<u>July 1, 2017</u>	<u>3.5%</u>
<u>July 1, 2018</u>	<u>3.5%</u>

The Association argues that evidence of the internal comparables (firefighters) and external comparables (other communities) support its wage proposal. The Association contends its wage proposal also is supported by other relevant factors, particularly the hazards of police work and the Town's ability to pay.

The Association contends that Town firefighters received across-the-board increases totaling 10% over three years, which is functionally identical to the Association's 3-year proposal.

The Association argues that its proposal maintains Watertown police officers' relative standing while the Town's proposal would cause the officers to fall below the average of comparable communities. According to the Association, its wage proposal is representative of the wage increases in comparable communities.<sup>2</sup> Every community increased wages at least 2%, four communities increased wages 3% or more, and the average of all communities was 3.31% a year. The Association rejects the Town's list of comparable communities<sup>3</sup> because many on their list are geographically distant and very different in character from Watertown.

The Association points out that the job of a police officer has never been as hazardous or dangerous as it is today. For this reason, adoption of the Association's salary proposal is imperative. As an urban community abutting the state capital (a high-value target area) Watertown cannot escape the increasing dangers of modern policing. One need look no further than the 2013 Boston Marathon when the bombing terrorists fled to and were ultimately captured in Watertown.

The Association asserts that the Town has been growing at a rate that outpaces the Association's wage proposal and points to various fiscal indicators establishing the Town has the ability to pay for the Association's compensation proposal.

**TOWN PROPOSAL AND POSITION:**

<u>July 1, 2016</u>	<u>1.5%</u>
<u>July 1, 2017</u>	<u>1.25%</u>
<u>July 1, 2018</u>	<u>1.25%</u>

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<sup>2</sup> The Union's comparable communities includes Arlington, Belmont, Boston, Brookline, Cambridge, Medford, Newton, Somerville, Waltham.

<sup>3</sup> The Town's comparable communities includes Arlington, Belmont, Canton, Dedham, Melrose, Natick, Saugus, Stoneham, Waltham, Woburn.

First, the Town notes that its wage proposal is structured in response to the Association's overall compensation package, which includes significant increases to wages in addition to a new top step, increased educational incentive, and a new hazardous duty benefit. The Town acknowledges that three-year wage increases to other Town bargaining units were higher than its current proposal and averaged 2.25%, 2%, and 2%. The Town is amenable to a similar wage package here unless the panel also awards the Association's other monetary proposals.

The Town contends its list of 10 communities is more appropriate than the Association's. It is the same list of comparables used in the JLMC arbitration of the firefighters' contract in 2014, which includes seven peer communities identified in a Municipal Benchmarking study in addition to Natick, Waltham and Woburn. Watertown's total population, assessed property values, per capita income and FY 2019 revenues are all within 11-12% of the average of these communities.

The Town argues the Association's list cannot be considered comparable communities with the exceptions of Arlington, Belmont, and Waltham. The communities may be geographically close to Watertown, but they are not similar to Watertown. For example, when compared to the population and revenue data, Watertown is at or near the bottom of the Association's list of external communities. Virtually all of the Association's "comparables" are communities that are significantly larger in population, size, annual revenue and operating budgets.

Watertown officers are already the most highly compensated police officers among the comparable communities. For example, Watertown patrol officers' compensation in FY 2016 is higher than the FY 2018 compensation for officers in the Town's cohort of comparable communities. There is no evidence to support a monetary award beyond a base wage increase of

2.25%, 2%, and 2%, without an additional step, increases to the education incentive, or hazardous duty pay.

ADDITIONAL STEP

ASSOCIATION PROPOSAL AND POSITION:

Add a new top step that is 3% above the existing top step as amended by the appropriate across the board increases identified above.

The Association proposes a new 3% step as another opportunity for the panel to ensure that the police officers are provided with wage increases equal to the internal and external unions. A mix of across-the-board hazardous duty pay and a future step to meet the firefighters' 10% increase would ensure fully equal distribution of wage increases between these comparable unions.

TOWN POSITION:

The Town noted that, at hearing, the Association modified its position by grouping its wage, step and hazardous duty proposals and asking the panel to grant some combination of these three. The Town objected to the shift in position as it failed to specifically identify what the Association was actually seeking in terms of an economic package. The Town urges the panel to reject the proposal for an additional step.

EDUCATIONAL INCENTIVE

ASSOCIATION PROPOSAL AND POSITION:

Article 4, Education Incentive Plan, shall be amended at Section 4A to provide a Watertown Education Incentive with benefits equal to the benefits provided to officers with eligible degrees under G.L. Chapter 41, Section 108L, as of July 1, 2009 for all officers who have obtained an Associates, Bachelor's, or Master's degree in law enforcement or criminal justice or a law degree from an accredited college or university either before or after July 1, 2009 (i.e., 10% for an Associate's degree, 20% for a Bachelor's degree and 25% for a Master's or law degree).

The Association argues that all officers should be eligible for a full "Quinn Bill" educational incentive regardless of their hire date. The current bifurcated system inevitably leads to demoralizing those who earn less than their colleagues with the same level of education. It is imperative that officers who earned their degrees after 2009 not fall further behind than they already are. Comparable communities have almost universally recognized that their police officers should be paid equally where their qualifications are equal. Of the nine communities, although some require a waiting period, eight of the communities insure their officers equal education incentive benefits.

#### TOWN POSITION:

After the Massachusetts Legislature eliminated "Quinn Bill" benefits, the Town agreed to establish an educational incentive benefit for officers who had not become Quinn eligible prior to 2009. The Town agreed to this in exchange for the Association making certain concessions in the area of sick leave buy back and since then, the Town has agreed to increase the education incentive benefits. The flat dollar amount for non-Quinn eligible officers means the Town has more control over costs. By keeping the flat rate, the parties would need to negotiate changes and the Town has already demonstrated a willingness to increase non-Quinn benefits when it is prudent to do so.

#### HAZARDOUS DUTY PAY

#### UNION PROPOSAL AND POSITION:

Amend Article 3 by adding a new Section B, entitled Hazardous Duty Pay, to read:

A. In recognition of the increased dangers faced by them, all bargaining unit police officers shall receive hazardous duty pay to be calculated at 3% above base pay. Hazardous duty pay shall be paid weekly and shall be used in the calculation of night differential, weekend differential, educational differential, overtime pay, vacation pay, holiday pay, injured on duty pay, sick pay, and personal day pay. It shall also be deemed regular compensation for purposes of the calculation of retirement pay.

The Association argues that a new wage augment in the form of hazardous duty pay is appropriate. The Town gave the firefighters an across the board 1.5% wage increase (shift differential) and added a new 2.25% step. The Association argued (above) that the hazardous nature of the job should be accounted for in the wage increases. If the panel does not see fit to do so, it would be appropriate to grant the hazardous duty pay proposal.

**TOWN POSITION:**

There is no dispute that the position of patrol officer does carry with it certain dangers and hazards. The hazards of the position, however, are recognized in the base wage for police and a separate benefit is not necessary. Only one of the Town's comparable communities (Melrose) has a hazardous duty stipend (\$500). The Town urges the panel to reject the proposal for hazardous duty pay.

**BIWEEKLY PAY**

**TOWN PROPOSAL AND POSITION:**

**Convert all employees to a bi-weekly pay period.**

All town-side employees are currently on a bi-weekly pay system with the exception of the two police unions that do not have current contracts. The change will have no financial impact on employees because the Town is proposing to time the change from weekly to bi-weekly pay with the issuance of retroactive payments that will be due pursuant to this award. The benefit to the Town is operational in nature and frees up those employees who are responsible for payroll and allows them to perform other duties during non-pay weeks.

**ASSOCIATION POSITION:**

The Association argues the Town's proposal for bi-weekly pay should be rejected as an unnecessary change and one that negatively impacts bargaining unit members. Only two of the comparable communities give the employer an option for biweekly payment. An employee has

more control over their finances when they are paid weekly. For decades, police officers have planned their personal finances around the prospect of a weekly payment. The Association urges the panel to reject the proposal for biweekly pay.

#### IN-HOUSE TRAINING

##### TOWN PROPOSAL AND POSITION:

In-house training conducted during the day shift that is less than 4 hours (firearms training, for example), that officer will count for minimum manning.

The Town's proposal allows the Chief to provide training during the day. The officer being trained would at all times remain available to respond to calls for service as needed, but would still count toward the minimum manning for that shift. The proposal provides a more efficient and economical option for training than is currently being done.

##### ASSOCIATION POSITION:

The Association opposes the Town's proposal arguing it undercuts the purpose of setting a minimum manning number for officers on duty. Any officer sitting in a training room is one less officer on the street keeping the peace. The Chief admitted that it is feasible to fit the most common form of training (firearms) within the four-hour limit set by the Town and the Town would not need to use the provision frequently. This raises the question why the City is pushing the issue when it is operationally impractical, unnecessary and would impair the functioning of the Department. The Association urges the panel to reject the in-house training proposal.

#### ARTICLE 21, SECTION A, STRAIGHT FIRST-HALF SHIFTS

##### TOWN PROPOSAL AND POSITION:

There will be a straight first-half shift comprised of two (2) full-time officers.

Most officers work a 4 and 2 schedule alternating first and half shifts. Currently, there are three positions that work a straight first-half shift schedule. The Town seeks to reduce these to two positions arguing the straight first-half shift bids do not result in economic savings for the

department. According to the Town, reducing the number of positions on a straight first-half shift will free up an officer to be assigned to a regular first-half/last-half shift for better staffing balance and coverage. The Town acknowledges the Chief has the right to implement straight last-half shifts for balance but pointed to the Chief's testimony that reducing the number of straight first-half shifts allows better staffing balance. The change has minimal impact (one officer) and should be granted.

**UNION POSITION:**

The Association argues the Town's proposal to reduce the number of straight first-half shifts is unnecessary. While it may not represent a major loss to the bargaining unit, it is an unnecessary loss since the Chief acknowledges that the Association has worked with the Town to resolve any scheduling issues. The panel should reject the proposal as being detrimental to and offering no corresponding benefits to the bargaining unit.

**TUITION LOAN PROGRAM**

**TOWN PROPOSAL AND POSITION:**

Eliminate tuition loan benefit for all officers going forward except those who have already undertaken a course of study in reliance on the benefit as of January 1, 2017.

The tuition loan program should be eliminated. Due to a miscommunication between the Town and the Police Department, officers who received loans for tuition have not had their pay reduced to repay the loans. When the error was discovered, the Town provided notice of its plan to begin recouping payments on the loans but the Association objected. For this reason, the Town proposes to eliminate the tuition loan program, except for officers who already had undertaken a course of study in reliance on the benefit as of January 1, 2017.

**ASSOCIATION POSITION:**

The Association objects to the proposal to eliminate the tuition loan program, which was prompted by the Town's oversight and failure to collect on the loans since 2004. The proper avenue to determine the fate of this program is bargaining between the parties; not interest arbitration. The Association urges the panel to reject the proposal to eliminate the tuition loan program.

REPAYMENT AGREEMENT

TOWN PROPOSAL AND POSITION:

All new hires will be required to sign a repayment agreement with the Town in which they agree to reimburse the Town up to \$5000 for the costs of evaluation and training of the employee if he/she leaves his/her position with the Town prior to working in the position on a full-time basis for a period of at least 5 years. The amount to be repaid will be pro-rated based on the period that the employee works in the position as follows:

<u>Years</u>	<u>Amount</u>	
0 > 1	100%	(\$5000)
1 > 2	80%	(\$4000)
2 > 3	60%	(\$3000)
3 > 4	40%	(\$2000)
4 > 5	20%	(\$1000)
5+	0%	(\$0)

Under Massachusetts law, municipalities can recover the cost of Academy training for new hires by deducting the cost of Academy tuition from the new officer's pay in 23 equal monthly installments. The Town proposes to recoup training and on-boarding costs in those situations where an officer leaves the Town's employ within the first 5 years. The average costs of training, conducting background checks and physical and psychological exams ranges from \$6000-\$7000 per officer. The Town seeks only to recover \$5000 of these costs and only when the officer leaves within 5 years. The proposal is nearly identical to the new hire repayment proposal agreed to by Watertown firefighters in their 2016-2019 collective bargaining agreement.

ASSOCIATION POSITION:

The Association objects to this proposal because it makes for bad policy and there is no similar program in any comparable community. Every employer has hiring costs, which are recovered in the form of productive employees if the employee is retained. The panel should reject this proposal as unsupported by common practice in the industry.

### DISCUSSION AND AWARD

#### WAGES

The panel considered whether the Watertown Patrol Officers' compensation is comparable to 1) Town Firefighters<sup>4</sup> and 2) police officer compensation in comparable communities. Greater weight has been given to the comparison with Watertown Firefighters' compensation and benefit package than with external comparables.

#### Internal Comparison

The Association seeks a compensation package for July 1, 2016 through June 30, 2019 that, at a minimum, matches the firefighters' compensation for the same period. For the contract period in question, the firefighters received compensation totaling 10%:

July 1, 2016	2.25% wage increase 10-year step at 2.25% above current top step
July 1, 2017	2.0% wage increase 1.5% Differential increase
July 1, 2018	2.0% wage increase

The panel agrees that, when fashioning an internally "comparable" compensation package, only new or additional compensation paid to the firefighters should be considered. For example, compensation the firefighters received in order to achieve comparability (or to "catch up") with prior compensation paid to the police, will not be considered "new" or additional compensation. The panel notes that the new top step and the 1.5% differential increase in the

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<sup>4</sup> For internal comparison, police officers are more comparable to firefighters than any other municipal unit.

2016-2019 firefighter contract, are equivalent to an added top step and 1.5% increase in defibrillator pay the police received in the preceding contract. For that prior contract period (July 1, 2013 through June 30, 2016), the compensation packages of both police and fire are shown here:

<u>Date</u>	<u>Police</u>	<u>Firefighters</u>
July 1, 2013	2.5% New top step at 2%	2.5% 1% EMT \$900 on longevity
July 1, 2014	2.5% 3% Differential 1.5% Defib Pay \$500 on Ed Incentive	2.5% 1% EMT (upon ALS)
July 1, 2015	2.5% 3.5% Differential \$500 on Ed Incentive	2.5%

For this period, the police and fire units received the same across-the-board wage increases (2.5% each of the three years). During the same period, the police package included a new top step, an item worth 2% that was not matched in the firefighters' contract. Even though the new top step for police was worth .25% less than the firefighters', police officers do not have to wait until their 10<sup>th</sup> year to move to the new top step. The panel concludes that the firefighters' new 10-year step effective 7/1/17 was not "new" compensation but was a "catch-up" to the 7/1/13 new top step included in the prior police contract.

Similarly, the July 1, 2017 increase to firefighters' differential (worth 1.5%) appears to be a "catch-up" to compensation awarded to police during the prior contract. For the period, July 1, 2013 through June 30, 2016, police and fire received the same wage increases (2.5% each of the three years). During the same period, the police received additional compensation totaling 8% (6.5% on differential and 1.5% on defibrillator pay) while the firefighters received additional compensation totaling 2%. For this reason, the panel concludes the firefighters' 1.5% differential

increase is not a new benefit that should be included in fashioning an internally comparable compensation package.

For the reasons discussed above, the panel does not agree with the Association's position that, to achieve internal comparability with the firefighters, the total package for police should include compensation to match the firefighters' new 10-year step and increase to differential pay.

External comparisons

The parties did not establish an agreed-upon cohort of comparable communities. Their combined lists include a total of 16 communities. The panel agrees that neither Boston nor Cambridge can be considered comparable to Watertown. There are three communities the parties agreed are comparable: Arlington, Belmont and Waltham.

The following table shows the across-the-board adjustments to salary (including new steps) for Arlington, Belmont and Waltham. This table does not include separate agreements to increase stipends, differentials, education incentives, etc.

**WAGE ADJUSTMENTS**

	FY 17	plus	FY18	plus	FY19	plus
Arlington	2%	NONE	2%	NONE	NA	NONE
Belmont	2%	.4% at max	1.75%	NONE	1.75%	.6% at max
Waltham	2%	+.25%	2%	+.5%	2%	+.75%
Average	2%		1.92%		1.88%	

If all the increases are considered (including Waltham's increases given as quid pro quo for OPEB contributions), the average compensation package in the agreed-upon comparable communities was 6.64% over three years (2.21%/year). If the Waltham increases given as a quid pro quo are not considered, however, the average compensation package in the same three communities was 6.13% over three years (2.04%/year). In the absence of a similar concession by

the Watertown Police, the average external wage calculation should not include increases given as a quid pro quo. In that case, the external average of 6.13% over three years is less than the 10.5% over three years (3.5%/year) proposed by the Association.

The panel agrees that internal and external comparability data support increases to police officers' wages, but not in the amounts proposed by the Association. There has been no argument made or evidence to suggest that the Town is unable to fund a compensation package comparable to the firefighters'.

**AWARD - WAGES**

July 1, 2016	2.25%
July 1, 2017	2.0%
July 1, 2018	2.0%

**ADDITIONAL STEP**

In FY 2016, Watertown's top step was higher than the top steps in the agreed-upon comparable communities (Arlington, Belmont, and Waltham). Except for Medford, Watertown's top step also was higher than the top step rate in all the other communities.

Community	Top Step FY16
Watertown	\$65,882.02
Brookline	\$63,062.01
Canton	N/A
Dedham	N/A
Medford	\$66,191.10
Melrose	\$54,716 .00
Natick	N/A
Newton	\$64,185.00
Saugus	\$53,912.10
Somerville	\$63,753.49
Stoneham	\$63,140 .00
Woburn	\$56,750.23

When the wage increases (above) are applied to the salary schedule, a police officer's top step will not match a firefighter's top step but it will be comparable. The panel agrees that the evidence does not support the proposal for an additional step to the salary grid.

**AWARD – ADDITIONAL STEP**

**No change.**

**EDUCATIONAL INCENTIVE**

The Association's argument for equity between officers who qualify for full Quinn benefits and those who receive the lesser "Educational Incentive" is neither unreasonable nor illogical. The panel appreciates how a two-tiered system can cause conflict and problems within the ranks. As in most other communities, the Watertown Police Association has tried to solve the equity problem at the bargaining table since 2009. And, as in many other communities, the Association has been unable to reach agreement with the Town to restore full Quinn benefits to all officers.

The change the Association seeks is not simply an increase in the Educational Incentive benefit but a structural change in the way the benefit is calculated. Specifically, the Association seeks first, to change the current flat dollar benefit to a percentage of base salary and, second, to match the percentage rate to the full "Quinn" benefit. The evidence indicates the parties have been unable to agree to these structural changes in prior rounds of bargaining. While the panel is sympathetic to the problems caused by the Legislature's action, we also agree that collective bargaining is the appropriate process for making significant structural changes to the long-standing method of calculating and paying post-2009 educational benefits. For this reason, the panel declines to make the proposed structural changes to the Education Incentive benefit from a flat dollar benefit to a percentage of base salary at the full Quinn rate.

That said, the panel agrees that the Educational Incentive is a critical and mutually advantageous benefit in any municipal police department. As such, it is appropriate to consider how Watertown's Education Incentive compares in value to similar educational benefits in other communities. In the three agreed-upon comparable communities, a 10-year Watertown officer (base salary of \$65,882.02) would be eligible for a higher Educational Incentive benefit, particularly at the Bachelor's and Master's levels. The panel finds a similar result when all the communities are considered (minus Boston and Cambridge). The panel agrees that the evidence supports an increase in the amount of the Educational Incentive.

**AWARD - EDUCATIONAL INCENTIVE**

Effective July 1, 2016, the Educational Incentive will be increased:

Associate's	\$500.00
Bachelor's	\$1000.00
Master's	\$1500.00

**HAZARDOUS DUTY PAY**

The panel recognizes the inherent risks and dangers of police work and has given this statutory factor significant weight in its award on wages (above). There is insufficient data to support a separate hazardous duty benefit. Only one of the agreed-upon comparable communities (Waltham) has a separate hazardous duty benefit. When all the communities are considered (minus Boston and Cambridge) only two other communities pay a hazardous duty benefit (Somerville and Melrose at a flat rate). The evidence does not convince the panel that a separate hazardous duty pay benefit is warranted.

**AWARD - HAZARDOUS DUTY PAY**

**No Change.**

**BIWEEKLY PAY**

The panel finds the external comparables are not as persuasive as the internal comparables and the efficiencies of a consistent Town-wide payroll operation. The panel finds

the Town's proposal to implement bi-weekly pay when retroactive payments are issued to be reasonable.

**AWARD - BIWEEKLY PAY**

**The Town may implement bi-weekly pay upon issuance of retroactive payments pursuant to this award.**

**IN-HOUSE TRAINING**

According to the Town, an officer undergoing training at the station can be deployed immediately when necessary. It is noted that Watertown is not a large city, geographically. The panel agrees the Town proposal is reasonable.

**AWARD - IN-HOUSE TRAINING**

**When in-house training is conducted during the day shift and for less than four (4) hours, one officer undergoing the training will count for minimum manning.**

**ARTICLE 21, SECTION A, STRAIGHT FIRST-HALF SHIFTS**

The panel notes the parties' prior contract included a new provision allowing the Chief discretion to establish up to three (3) straight last-half shifts. This means there is an existing and agreed-upon method of "balancing" the three straight first-half shifts. The panel agrees that the Town's proposal to eliminate a straight first-half shift is not appropriate at this time.

**AWARD - ARTICLE 21, SECTION A, STRAIGHT FIRST-HALF SHIFTS**

**No change.**

**ELIMINATE TUITION LOAN PROGRAM**

Even though the tuition loan program appears to be a mutually beneficial program, the parties have not negotiated a mutually acceptable resolution of the repayment problem. The panel agrees the Tuition Loan Program should be eliminated unless the parties negotiate a mutually acceptable agreement to continue the program within 30 days of this decision.

**AWARD - TUITION PROGRAM**

**The Tuition Loan Program will be eliminated, except for officers who already had undertaken a course of study in reliance on the benefit as of January 1, 2017, unless the parties negotiate a mutually acceptable agreement to continue the program within 30 days of this decision.**

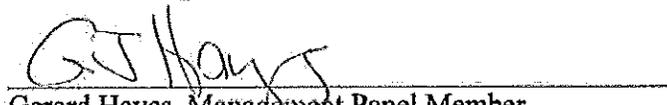
**REPAYMENT AGREEMENT; TRAINING EXPENSES**

The Town contends it has the authority (per G.L. c.41, Section 96B) to recoup Academy tuition by monthly deduction from new officers' pay. The Town's proposal seeks authority to also recoup hiring costs such as background checks and pre-employment examinations. The Town already has authority to recoup the cost of Academy tuition. The panel considers the costs incurred when hiring new employees to be an ordinary cost of doing business. Since the Town already has authority to recoup the cost of Academy tuition, the panel does not agree that the Town proposal is warranted at this time.

**AWARD – REPAYMENT AGREEMENT**

**No change.**

  
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Mary Ellen Shea, Chair and Neutral Panel Member  
May 29, 2019

  
\_\_\_\_\_  
Gerard Hayes, Management Panel Member  
May 29, 2019

  
\_\_\_\_\_  
Alan Andrews Association Panel Member  
March 29, 2019