

MEMORANDUM OF AGREEMENT
between
CITY OF WORCESTER
and
LOCAL 1009, I.A.F.F.
[FY 2008 – FY 2010]

This Memorandum of Agreement is entered into by and between Local 1009 International Association of Firefighters, AFL-CIO (hereinafter "Union") and the City of Worcester, Massachusetts (hereinafter "City") pursuant to General Laws Chapter 150E as a successor agreement to the current Union-City collective bargaining agreement. Unless otherwise specifically noted in this Memorandum of Agreement, all terms and provisions of the current collective bargaining agreement are incorporated into and are made a part of this Memorandum of Agreement so that, upon bargaining unit ratification of Memorandum of Agreement and upon signing of this Memorandum of Agreement by the authorized representatives of Union and of the City, the incorporated provisions of prior collective bargaining agreements and the substantive terms and provisions of this Memorandum of Agreement, as set forth below, shall constitute the collective bargaining agreement between the Union and the City for the fiscal period FY 2008 – FY 2010. Upon bargaining unit ratification of and joint execution of the Memorandum of Agreement, the Union and the City agree to prepare and execute a fully integrated collective bargaining agreement so that the resulting agreement sets forth all the terms of the parties' negotiated agreements.

This Agreement shall be considered off-the-record until ratified by the Union's membership with the Union's bargaining team sponsoring and supporting such ratification. After such ratification, the City Manager will expeditiously submit an appropriation order to the

City Council for the economic items and will sponsor and support such submission. Failing such ratification, the Agreement shall be deemed void and both parties will be free to return to their last on-the-record bargaining positions.

1. Duration. This Agreement covers the three year period from July 1, 2007 through June 30, 2010. Economic items will be effective on the date or dates specified. Language items will be effective as soon as practicable after City Council funding, or as otherwise specified. The provisions of this contract Duration article shall be retained with appropriate changes as to dates.

2. Wages. The current wage schedule shall be increased as follows:

- a. For FY 2008, a 2.0% across-the-board increase, effective January 1, 2008.
- b. For FY 2009, a 2.0% across-the-board increase, effective January 1, 2009.
- c. For FY 2010, zero increase.

3. Health Insurance.

a. Plan Design.

The parties agree the following co-pay changes to all health insurance plans provided by the City will be implemented effective July 1, 2009:

- Inpatient co-pay \$250
- Same day surgery co-pay \$150
- Emergency Room \$75
- Specialist Office Visit co-pay \$20
- Fallon dental, coverage for dependent children up to age 12

b. Premium Contribution Rates.

Effective July 1, 2009, all members of the bargaining unit will be required to contribute twenty-five percent (25%) and the City will contribute seventy-five percent

(75%) of the premium for all health insurance plans provided by the City, with the exception of the Master Medical Plan.

4. Personal Protective Equipment/Clothing Allowance.

a. Part B of the Agreement shall be amended, effective July 1, 2009, to provide that all personal protective equipment excluding gloves, hoods and helmet shields shall be supplied to new fire fighters at the City's expense and replaced for current fire fighters and officers at the City's expense. Such equipment shall be considered property of the Department. The Fire Chief may issue departmental directives or guidelines pertaining to the issuance and replacement of personal protective equipment. The Safety Chief shall continue to determine the need to replace personal protective equipment and uniform items. The standing Joint Uniform and Equipment Committee shall review and recommend to the Chief specifications for personal protective equipment and uniforms. The parties shall negotiate as required by G.L. c. 150E concerning any proposed changes or additions to the personal protective equipment provided as of June 1, 2009.

b. The clothing allowance shall cover the purchase of gear and clothing items such as dress and house uniforms, shorts, pants, shirts, hoods, gloves, and shields. Effective June 30, 2009 (for the July, 2009 payment), the annual clothing allowance shall be increased to \$1,050. Effective June 30, 2010 (for the July, 2010 payment), the annual clothing allowance shall be increased to \$1,100.

5. Hazardous Material Stipend. The Hazardous Material Stipend, under the methodology most recently in effect from and after June 30, 2007 under the so-called Overton II Award, shall be increased from 1.1% to 1.6%, effective June 30, 2009.

6. Scheduling of Vacation Leave. The administration of vacation leave shall be amended as follows:

- Effective upon City Council funding, reduce notice period, 5th week vacations, from 30 days to 14 days; notice period applies equally to line and staff positions.
- Open up first two weeks of December (up to December 15) for 5th week single days, line positions.
- Effective beginning in the summer 2010 vacation period, the administration of summer vacation leave for line positions shall be amended as follows:
 - > Scheduling at company (Captain) level, subject to Chief's approval, scheduling by prior October 15
 - > Reduce 14 weeks, 7 divisions to 10 weeks, 5 divisions
 - > Require 2 weeks taken together

7. Out Of Grade Compensation. Effective upon City Council funding of this Agreement, the current method of calculating out of grade compensation under Article 22, Section 1 (10.5 hours per tour) shall be amended, in part, as follows:

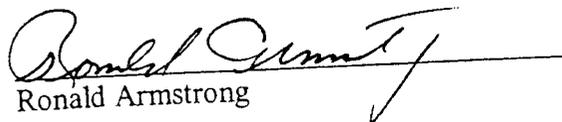
Payment for hours worked in an out of grade capacity shall be for hours worked not to exceed 42 hours per week, as long as the agreed upon minimum fill in period of two consecutive tours has been met. The 42 hour limitation applies to regularly scheduled hours; accordingly, the practice in effect at the signing of the agreement, when an employee is called back for emergency overtime and works in an out of grade capacity, shall continue, i.e. to pay the overtime at the rate of the higher rank.

8. Company Details. Effective upon funding by the City Council, employees who are detailed temporarily to fill a slot in another company and who utilize their personal motor vehicle at the start of a tour to travel to and from a different station for that tour shall be reimbursed for the costs of such round-trip travel at the applicable IRS mileage rate, in accordance with the attached chart, which is incorporated and made part of this Agreement. It is understood that such reimbursement shall not apply to subsequent tours when the employee reports directly to a station different from the one to which he/she is usually assigned.

9. Integrated Agreement. The parties agree to prepare and execute a fully integrated collective bargaining agreement which removes or revises all obsolete or inoperative provisions which have been superseded by successor contracts over the years, and is properly formatted and indexed to facilitate the parties' understanding of the terms negotiated at the bargaining table.

Dated this 9 day of June, 2009.

LOCAL 1009, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO,
By its President


Ronald Armstrong

CITY OF WORCESTER,
By its City Manager


Michael V. O'Brien