

OFF-THE-RECORD
Memorandum of Agreement
between
City of Worcester (the "City")
and
Local 504, I.B.P.O (the "Union")

This Memorandum of Agreement sets forth the agreements of the parties for a new agreement, to supplement and supersede inconsistent terms of prior agreements in effect through June 30, 2013. This Memorandum shall not be binding until approved by the City Manager and ratified by the membership of the Union. Failing such approval or ratification, this Memorandum shall not be admissible in any proceeding between the parties, and both parties will be free to revert to bargaining positions prior to the negotiations which produced this agreement. The ratified agreement shall be subject to funding in accordance with G.L. c. 150E. Thereafter, the parties shall endeavor to achieve a fully integrated collective bargaining agreement, incorporating all material non-obsolete terms of prior memoranda of agreement and the MOA, with the City's draft submitted by December 1, 2015 and the Union's response by the end of January, 2016.

1. Duration. This composite contemplates the parties entering into two collective bargaining agreements covering the period July 1, 2013 through June 30, 2017. The first agreement shall be effective from July 1, 2013 through June 30, 2014. The second agreement shall be effective July 1, 2014 through June 30, 2017.

2. Wages. The salary schedule for police officials shall be increased as follows:

- a. Under the first agreement, covering Fiscal Year 2014, wages shall be increased by 2.0% effective retroactive to January 1, 2014. Such retroactive payments shall be made to all members of the bargaining unit, including retirees for the months of service rendered in Fiscal Year 2014.
- b. Under the second agreement, wages shall be increased as follows:
 - (1) For Fiscal Year 2015, wages shall be increased by 2.0% across-the-board effective and retroactive to January 1, 2015 (with payments to be made to retirees with service after that date to the date of retirement);
 - (2) For Fiscal Year 2016, wages shall be increased by 2.0% across-the-board, effective February 1, 2016;
 - (3) Under the third year of the second agreement, a step shall be added to all schedules (Quinn, and No Degree, and Non-Quinn Education Incentive) at the rate of 2.0% effective July 1, 2016. This additional step shall be implemented per the salary ordinance rules and regulations (effective as an official would typically reach a step increase based on their individual increment date). For officials at their maximum step for greater than one year on July 1, 2016, the new step will be effective on July 1, 2016.

3. Health Insurance. The parties agree to update the language in the Article on Health Insurance to delete obsolete language and references. Plan design changes to be implemented in Fiscal Year 2016 are as follows:

- a. Health insurance deductibles for all plans shall be increased from \$250/\$750 to \$500/\$1,000 for the 2015-2016 plan year.
- b. The amounts of co-pays for all plans shall be increased effective October 1, 2015, as follows:
 - a. To increase the 3rd tier of prescription co-pays from \$45 to \$50;
 - b. To increase the co-pays for PCP and Specialists office visits for all tiers by \$5.00
- c. Mandatory mail order refills on all maintenance prescriptions shall be required.

4. Legacy. The parties recognize that the across-the-board salary increases provided in the 2009 - 2013 agreement between the parties, and specifically in Fiscal Year 2013, were 1.0% lower than such increases in city agreements negotiated with the police patrol union (Local 911), the fire fighters union (Local 1009), Local 495, S.E.I.U., and other unions. Accordingly, to rectify that disparity, the parties agree to provide a 1.0% across-the-board wage increase effective as follows: 1% retroactive to October 1, 2013 (with payments to be made to retirees with service after that date to the date of retirement).

5. Longevity. Update Education/Longevity of the CBA as follows:

- a. Effective July 1, 2015 (FY 2016), the following longevity schedule shall be implemented for all officers not receiving the so-called "Quinn Bill payments":

<u>Years of Continuous Service</u>	<u>Annual Payment</u>
5 years	\$1,000
10 years	\$1,300
15 years	\$1,600
20 years	\$1,900
25 years	\$2,200
30 years	\$2,500

- b. It shall apply to officers with no compensable college degree and to officers hired on or after July 1, 2009 who qualify for education incentive pay other than Quinn Bill.

6. Police Education Incentive Pay. Add the following as a new Section in Article 24:

a. Notwithstanding the Commonwealth's appropriation, the City agrees to provide base salary increases for police officers/officials in the program as of October 1, 2009, at the levels and for the degrees set forth in §108L at the time of the City's acceptance, and in accordance with the procedures and standards for qualifying degrees from accredited institutions set forth in §108L as of June, 2009. The parties' intent is that officials who have been receiving benefits under §108L continue to do so regardless of state action.

b. Inasmuch as the Commonwealth has eliminated the so-called Quinn Bill benefits for police officers/officials who were not full-time members of the Department before July 1, 2009 and for other officers/officials who were not enrolled in the §108L program as of October 1, 2009, the parties agree to adopt the following education incentive program for such officers/officials paid as annual stipend, effective October 1, 2015:

Associates Degree:	\$3,500
Bachelor's Degree:	\$6,500
Master's Degree:	\$7,500

c. For officials appointed as police officers on and after July 1, 2009 the above payments shall be limited to degrees achieved in criminal justice or a field reasonably related to law enforcement, in a Liberal Arts or Business related discipline, in forensic science, or in a discipline recognized by the policy referenced below. The intent of the education incentive is to attract and reward employees who have attained a degree that emphasizes critical thinking skills, as well as oral and written communication. Accreditation for the purposes of the colleges and universities granting the degrees for which compensation will be paid shall mean accreditation by the New England Association of Schools and Colleges (NEASC) or an equivalent regional accrediting agency in another region. Programs granting degrees recognized for the purposes of this Article must be reasonably rigorous, and programs delivering content primarily through on-line methods may be scrutinized to a greater extent, as will programs granting credits for "life experience."

The City shall develop a policy as necessary to implement this Article of the agreement. The policy will guide the interpretation of this provision of the agreement as it relates to the type of degrees that can qualify for the Associate's, Bachelor's Degree and Master's Degree stipends, the colleges and programs that will be acceptable, and the procedure for notifying the City of a degree and the proof required. It is further understood and agreed that the parties will adopt, for employees appointed as police officers after July 1, 2015, a more narrow scope of what degrees shall be compensable, under the above schedule, for Master's Degrees.

d. Effective on and after January 1, 2016 the annual education incentive benefits reflected in sub-section (i) above shall be added to a separate base salary schedule for such officials, such payments to be included in base pay for all purposes.

7. Rationale. The purposes of the increases in education incentive pay contained in Sections 6 of this agreement are as follows:

- (a) They are intended to rectify the disparity of base pay between certain police officials and certain fire officers.
- (b) They are in consideration of the Union's agreement to changes in the sick bank set forth in sub-sections 8(a) and 8(b) below.
- (c) They are in consideration of the Union's agreement to January effective dates for wage increases in Fiscal Years 2014 and 2015, and the February 1, 2016 effective date in Fiscal Year 2016.
- (d) They are in consideration of the Union's agreement to the City's health insurance language and proposals for plan design changes effective on and after July 1, 2015, such changes providing premium savings for the employees and premium savings for the City, facilitating wage and benefit changes provided herein.

8. Sick Leave Bank. The parties agree to the following changes in the administration of the sick leave bank under Article 14B:

- (a) Effective July 1, 2015 the sick bank balance shall be 2,000 days.
- (b) From and after July 1, 2015, officials appointed to a bargaining unit position on or after that date who did not participate in the Local 911 sick bank immediately prior to promotion, shall be required to contribute two (2) sick days per year to the sick leave bank, for the first five years after such appointment, if they chose to participate. If they do not make such contributions, they shall thereafter be ineligible for participation in the sick leave bank. Officials who participated in the Local 911 sick bank immediately prior to promotion shall be eligible for participation in the Local 504 sick bank on the same terms as other members of the bargaining unit.
- (c) In the event the balance in the sick leave bank drops below 1,500 days, then all members of the bargaining unit shall be required to contribute two (2) sick days from their sick leave accumulation to the sick leave bank.
- (d) Except as provided herein, the contribution of two (2) sick days per year for each official in the sick bank, under the parties' prior agreements, will be suspended.

9. Furlough (Vacation) For Officials Injured In the Line of Duty. The City agrees to alter the so-called "30 week rule" in cases where a police official sustains an injury in the performance of duty, to the following extent:

If due to an extended injury on duty leave status an official does not qualify for vacation leave under the City's personnel rules and regulations per the requirement of 30 weeks of actual work in the previous vacation

year, after returning from injured leave, the official may either carryover his/her unused furlough days earned prior to their injured leave or be credited with unearned furlough days equivalent to one year furlough. Unearned furlough must be used during the calendar year it is granted and cannot be accumulated, carried over into another calendar year, or be paid out. Standard departmental policies would apply to any requests for vacation leave granted under this provision.

10. Expedited Processing Of Claims For Injured Leave. The parties agree to adopt the following procedures designed to expedite processing of certain claims for injured leave.

When an official sustains an injury during their tour of duty, while performing their duty, and relieved from duty by a physician or other qualified medical provider, the official will forthwith be placed on temporary IOD status following submission of the standard documentation by the Police Department to the Human Resources Department. Such status will continue until such time as the City can review police reports and other evidence relating to the incident or call for service and relevant medical records required to be released. If the official fails or refuses to provide relevant records in a timely manner, or the City obtains information showing that the injury was not sustained in the performance of police duty, or that there is some other reason which would disqualify the official from injured leave, upon notification to the Union, the City may unilaterally remove the official from IOD status without a formal or informal hearing notwithstanding and without prejudice to the Union's right to file and pursue a grievance. This expedited processing section may not automatically apply to claims filed for injured leave on the basis of a cardiac condition where there is no physical altercation or traumatic event.

An official granted temporary IOD status who is removed from that status shall be placed on paid leave, as applicable and as available. Retroactive payroll adjustments regarding a removal from temporary IOD, if any, may only be completed upon final resolution of the application for IOD benefits where the application is denied/ineligible. Final resolution shall mean an undisputed denial or final disposition of any settlement, grievance, appeal to arbitration, or associated appeal to Superior Court.

Nothing in this section shall impact the rights of either party (or the employee) if there is a dispute subject to the grievance – arbitration procedure.

11. Assessment Centers. Add to Article XXXIV (Miscellaneous) the following:

The City shall have the right to conduct an assessment center as a component of the establishment of a list for promotion to the rank of Police Captain. The City shall maintain the 20% weighting for so-called training and education, consistent with civil service practice. Without the City having waived any rights, the parties agree to the assessment center scheduled for the Deputy Chief position in October, 2015.

12. Selection for Promotion. Add to Article XXXIV (Miscellaneous) the following:

Notwithstanding any prior practice, the City reserves its rights to select a lower rated candidate, within the so-called "2N + 1" rule, subject only to the right of a higher rated candidate, exercising his/her right under M.G.L. c. 31, §27, to file a so-called "bypass appeal," and the Civil Service Commission shall have exclusive jurisdiction of any dispute about any such selection. The City's selection from among candidates who are tied on a Civil Service list shall not be the subject of a grievance under this Agreement.

13. Effective dates. Language items in this Composite and any resulting MOA shall be effective as soon as practicable after the date of City Council funding, unless otherwise specified. Economic items in this Composite and any resulting MOA shall be effective on the date(s) specified.

LOCAL 504, I.B.P.O.

CITY OF WORCESTER,
by its City Manager

Donald Cummings
President

Michael L. Vaca
VICE PRESIDENT

William T. Duff
SECRETARY/TREASURER

Date: 10-29-15

Edward M. Augustus, Jr.
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Date: 10-29-15