

OFF-THE-RECORD
Memorandum of Agreement
between
City of Worcester (the "City")
and

Local 911, New England Police Benevolent Association (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, 2017. This Memorandum shall not be binding until ratified by the membership of the Union. Failing such 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 terms of prior memoranda of agreement.

1. Duration. This agreement covers the period July 1, 2017 through June 30, 2020.
2. Wages. Model wage package, with effective dates consistent with other groups and tied to the effective date of the model health insurance changes.
 - a. FY18: 2% to all steps/schedules effective 10/1/17
 - b. FY19: 2% to all steps/schedules effective 7/1/18
 - c. FY19: New Step Structure, smoothing step %'s (including aligning steps 1A-6 equally for post-Quinn and Quinn-eligible), effective 7/1/18*
 - d. FY20: 2% effective 7/1/19

* In order to rectify the disparity of base pay (no degree) between Worcester Police Officers and Worcester Firefighters, and make pay steps more uniform.

3. Health Insurance.

The Union agrees that the City may implement new health insurance plans and plan designs effective July 1, 2018 listed in Attachment A as implemented for other City groups.

4. Longevity.

Update Article 27, Education/Longevity of the CBA as follows:

Effective upon ratification by the City Council, the following longevity schedule shall be implemented for all officers not receiving the so-called "Quinn Bill" payments:

5 years: 1.96%
10 years: 2.72%
15 years: 2.81%
20 years: 2.88%
25 years: 3.43%
30+ years: 3.68%

It is understood and agreed that longevity payments are considered base pay for purposes of overtime, holiday pay, and retirement calculations. The longevity calculation will be done on the base pay prior to adding the flat education stipend.

This section is intended to correct the disparity in longevity payments between Police Officers who do not qualify for M.G.L. c. 41, §108L (so-called Quinn bill pay) and longevity payments to Worcester Firefighters.

5. Police Education Incentive.

Effective July 1, 2018, education incentives for Police Officers not eligible for the so-called "Quinn Bill" benefits shall be as follows:

Associates Degree:	\$4,000
Bachelor's Degree:	\$7,000
Master's Degree:	\$8,000

6. Sick Leave Conversion.

Notwithstanding any prior agreements in Article 17, Sick Leave or subsequent MOAs, the parties agree that a police officer who has accumulated in excess of one hundred (100) sick days may buy back up to thirty (35) such days in excess of the 100 day threshold, such days to be converted to administrative leave and paid in a lump sum upon retirement at their current rate of pay. This paragraph shall be effective upon ratification by the Union.

Officers shall have the option to deposit retirement buyback in his or her deferred compensation account in compliance with IRS regulations. This benefit shall be payable to an officer's estate in the event of the officer's death while employed.

7. Optional Sick Buyback Program.

The intent of this Buyback benefit is to improve efficiency, increase attendance/staffing levels, and reduce the cost of overtime in the Police Department. The parties agree to meet annually to determine if the goals of the program, including the reduction of the average sick time usage, have been met.

Beginning in Calendar 2019, members who use five (5.0) or less sick leave days in that year may opt to convert up to seven (7.0) unused days minus the number of sick days used in that year to a cash payment at the rate of 75% of their base rate at the time of payment in the following calendar year. L911 members who have less than five years' service may annually choose to participate in: 1) the optional sick buyback benefit; or 2) the existing time off incentive based on sick leave usage (Article 17, paragraph 2 of the CBA), but not both benefits.

To the extent permitted by law and IRS regulations, officers shall have the option to adjust their deferred compensation account to include annual sick leave buy back payments.

It is agreed that in order to implement this provision, administrative changes will be required as determined by the Chief, including but not limited to creating a notification process and implementation of a standardized method to administer the buyback payment.

8. Assignments.

Notwithstanding any language or past practice, the Chief shall retain all rights to assign officers to non-uniform divisions and special operations subdivisions, and assignments within those divisions. Shifts shall be bid, within operations and special services, on the basis of seniority. Any assignment requiring "uniform of the day" or that require working in a marked-cruiser, as well as all shifts, shall continue to be bid on the basis of seniority, including those assignments in: operations, services, traffic, and courthouse. NRT and Accident Recon selection is subject to 1 bid position and 1 Chief selection; however, Accident Recon candidates will remain subject to prerequisites.

9. Wellness Program. The parties acknowledge that the department has implemented a voluntary wellness program on a trial basis, subject to adequate staffing levels and other operational needs.

10. Compassionate Leave.

Effective upon funding, change the language in Article 22, section a to read:

- a) Employee's spouse, employee's son, employee's daughter, employee's spouse's son, employee's spouse's daughter: five (5) days;

11. Direct Deposit. Effective January 1, 2019, or on such later date as may be determined by the City, all employee wage payments shall be electronically forwarded by the City directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check.

12. Body Worn Camera – Pilot Program.

Effective upon ratification, the Police Chief, in consultation with the Union, shall review and discuss the Department's draft policy regarding a pilot program for use of body worn cameras. The parties agree to implement a six (6) month pilot program for body worn cameras with a target date for implementation within 60 days of approval of funding of this contract by City Council. During the pilot program, any and all data collected will be shared between the parties with the goal of analyzing the overall effectiveness of the equipment, its impact on other operational considerations and duties, storage considerations, associated costs, and other issues related to body worn cameras.

At the conclusion of the six month trial period, all available information shall be shared and analyzed, and the parties, if continuation of the program is desired by the City, shall then meet regarding an extension to the pilot program or a permanent policy. Any continuation of the body worn camera program upon conclusion of the pilot program shall be subject to the requirements of MGL chapter 150E.

Under the pilot program, it is anticipated that 20 officers from operations and special units shall be assigned a body worn camera on a voluntary basis. If there are insufficient volunteers or an excess of volunteers, the Chief or his designee may assign additional officers or select from the excess of volunteers to reach that level. Regardless of the number of volunteers or the need for assignment of

additional officers, no more than 20 officers shall be assigned to wear a BCW absent agreement of the Union. Barring injury or illness, participants wearing body worn cameras in the pilot program shall remain in the program for its duration. In the event that the Department desires to increase beyond 20 the number of officers involved in the pilot program to elicit sufficient information to adequately analyze the impact and effectiveness of BWCs, the parties agree to meet to discuss the implementation of such. Prior to implementation of the pilot program, the Department will sponsor and conduct appropriate and necessary training of all members of the bargaining unit on the BWC policy, as well as functionalities and capabilities of the BWC systems, as well as other officers involved in supervising their use and evaluating and preserving evidence from the use of body worn cameras. The Union shall cooperate with the City and Chief of Police in order to ensure such training is accomplished as efficiently as possible. During the trial period, no participant shall be disciplined for a minor violation of the BWC policy. The department, in the Police Chief's exclusive discretion, may however remove volunteer officers from participation in the pilot program.

It is understood and agreed that police officers other than those wearing the body worn cameras will participate in police citizen interactions being recorded and that officers will participate in the evaluation and preservation of evidence produced from the use of body worn cameras.

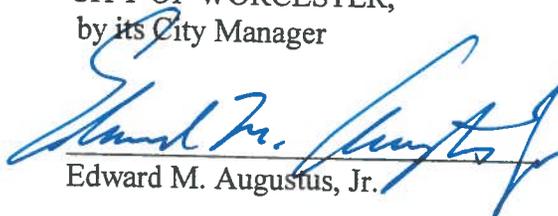
In consideration of the agreement to implement a pilot program, including the involvement of officers other than those wearing the cameras, the City shall make a one-time lump sum payment of two hundred and fifty (\$250.00) dollars to all unit members on the payroll as of the date of the union ratification, such payment to be made in July 2019.

This agreement has been duly executed by the authorized representatives of the City of Worcester and Local 911, N.E.P.B.A.

LOCAL 911, N.E.P.B.A.,

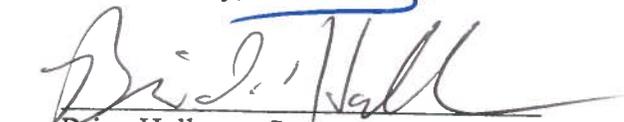
CITY OF WORCESTER,
by its City Manager

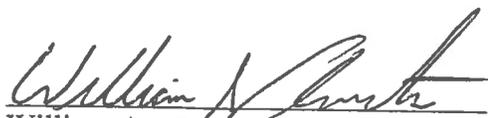

Daniel Gilbert, President


Edward M. Augustus, Jr.


Thomas Daly, Vice President

Date: 12/4/18


Brian Halloran, Secretary


William Armstrong, Treasurer

Date: 11-26-18

ATTACHMENT A

Health Insurance Changes:

- a) Prescription drug co-pays:
 - (i) To increase the 2nd tier of prescription co-pays from \$25 to \$30
 - (ii) To increase the 3rd tier of prescription co-pays from \$50 to \$60
- b) Increase the co-pays for specialist office visits not to exceed a maximum of \$50.00
- c) Increase the ER copay to \$150.00 per visit for all plans
- d) Increase the Outpatient Hospital Copay not to exceed a maximum of \$750.00 for each plan. For example:
 - Fallon Direct: from \$100 to \$250;
 - Fallon Advantage: from \$150/\$300 to \$250/\$500;
 - Network Blue: from \$150/\$150/\$500 to \$250/\$250/\$750;
 - Blue Care Elect: from \$300 to \$500
- e) Increase the Inpatient Hospital Copay not to exceed a maximum of \$1,000.00 for each plan. For example:
 - Fallon Direct: from \$200 to \$275;
 - Fallon Advantage: from \$250/\$500 to \$275/\$750;
 - Network Blue: from \$150/\$150/\$500 to \$275/\$500/\$1,000.