

## 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, 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 terms of prior memoranda of agreement.

1. Duration. The parties have agreed to enter 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 officers 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 January 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 officer would typically reach a step increase based on their individual increment date). For officers at their maximum step for greater than one year on July 1, 2016, the new step will be effective on July 1, 2016.
  - (4) The detail rate shall continue to be based on Step 5 of the patrol officer (no education) schedule and increases in that detail rate shall take effect as soon as practicable after City Council funding of this agreement.

3. Health Insurance.

- a. Replace obsolete language with the following Article:

HEALTH INSURANCE

- Section 1. The City shall make available group health insurance to all bargaining unit employees, as procured pursuant to G.L. c. 32B, and subject to applicable statutory provisions governing the procedure for determining plan options and plan design. The City shall contribute 75% of the premium or cost of all plans offered and the subscriber shall pay the remaining 25%.
- Section 2. Within its open enrollment periods, the City agrees to offer all employees of the bargaining unit the opportunity to participate in the City's so-called Cafeteria Plan under the provisions of the Internal Revenue Code Section 125.

- b. Plan design changes (Fiscal Year 2016):

- (i) Health insurance deductibles for all plans shall be increased from \$250/\$750 to \$500/\$1,000 effective July 1, 2015.
- (ii) The amounts of co-pays for all plans shall be increased effective July 1, 2015, as follows:
- (a) To increase the 3<sup>rd</sup> 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
- (iii) Mandatory mail order refills on all maintenance prescriptions shall be required.

4. One-Time Signing Bonus. Each employee on the active payroll as of the date of this agreement (June 16, 2015) shall receive a one-time bonus payment of two-hundred fifty dollars (\$250), to be paid as soon as practicable after City Council funding of this Agreement.

5. Longevity. Update Article 27, 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.

a. Effective October 1, 2015, the following changes in education incentive pay for officers not eligible for so-called “Quinn Bill payments”, under the parties’ prior agreements, shall be implemented as follows:

(i) The schedule of annual payments shall be:

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

- (ii) For officers on the payroll as of June 16, 2015, payments shall be made for degrees obtained from any college or university, accredited by the New England Association of Schools and Colleges (NEASC) or an equivalent regional accrediting agency. Eligibility for such payments shall include officers matriculated in programs leading to such degrees, as of June 16, 2015, the timing of such payments to be in accordance with the practice in effect prior to this MOA.
- (iii) For officers appointed on and after June 16, 2015 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 in consultation with the Union. 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 after June 16, 2015, a more narrow scope of what degrees shall be compensable, under the above schedule, for Master’s Degrees.

- (iv) Effective on and after October 1, 2015 the annual education incentive benefits reflected in sub-section (i) above shall be added to a separate base salary schedule for such officers, such payments to be included in base pay for all purposes.

7. Rationale. The purposes of the increases in education incentive pay and longevity pay contained in Sections 5 and 6 of this agreement are as follows:

- (a) They are intended to rectify the disparity of base pay between police officers and firefighters with no degree, associate’s degree, and post-Quinn bachelor’s degrees.
- (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, 2015, and 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.

- (a) Effective July 1, 2015 the automatic granting of 20 days' pay from the sick leave bank shall be eliminated.
- (b) Effective July 1, 2015 the sick bank balance shall be 1,500 days.
- (c) From and after July 1, 2015, officers appointed on or after that date shall be required to contribute two (2) sick days per year to the sick leave bank, for the first five years of their employment, if they chose to participate. If they do not make such contributions, they shall thereafter be ineligible for participation in the sick leave bank.
- (d) In the event the balance in the sick leave bank drops below 1,000 days, then the parties shall meet to discuss the matter of the sick bank balance; failing agreement on an alternative, all members of the bargaining unit shall be required to contribute one (1) sick day from their sick leave accumulation to the sick leave bank.
- (e) Except as provided herein, the contribution of two (2) sick days per year for each officer in the sick bank, under the parties' prior agreements, will be suspended.

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

If due to an extended injury on duty leave status an officer 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 officer 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 officer 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 officer 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 officer 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 officer from injured leave, upon notification to the Union, the City may unilaterally remove the officer 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 officer 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.

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

CITY OF WORCESTER,  
by its City Manager

Walter Smith

Boyer J. Hallan

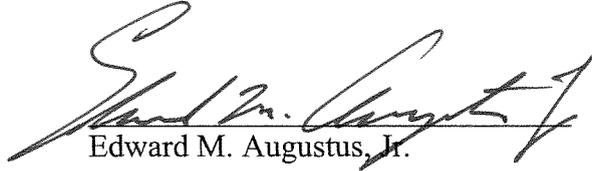
Thomas G. Ouly

Daniel Gilbert

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Date: 07-15-15

  
Edward M. Augustus, Jr.

Date: 7-21-15

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