

AGREEMENT
BETWEEN
CITY of WORCESTER
And
LOCAL 1009
INTERNATIONAL ASSOCIATION of FIREFIGHTERS, AFL-CIO

EFFECTIVE:
JULY 1, 2000 to JUNE 30, 2003

This Agreement represents an integration of several Memoranda of Agreement. If there is any error or omission in this integration, the language of the Memoranda of Agreement shall prevail.

(To be executed by the Union and the City)

This joint Memorandum of Agreement is entered into pursuant to General Laws Chapter 150 E between the City of Worcester, (hereinafter "City" or employer), and Local 1009, International Association of Firefighters, AFL-CIO, (hereinafter "Union"), and, subsequent to bargaining unit ramification, represents the results of collective Bargaining agreement between the parties to the agreement which expired on June 30, 1988. Unless otherwise specifically noted, all the provisions set forth below are to be effective July 1, 1988, and all provisions of the Agreement which expired on June 30, 1988 which are not amended by this memorandum of Agreement, are incorporated herein and are to become integrated together with the provisions of this memorandum into the Collective Bargaining Agreement to be drafted and executed when this Memorandum of Agreement is ratified by the bargaining unit represented by the Union.

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PREAMBLE

This Memorandum of Agreement is entered into pursuant to Massachusetts General Laws Chapter 150E, by and between Local 1009, International Association of Firefighters, AFL-CIO, (hereinafter "Union"), and the City of Worcester, (hereinafter "City" or "Employer"), acting through their respective authorized representatives whose signatures appear below. As of and following ratification by the bargaining unit represented by the Union, this Memorandum of Agreement represents the mutually binding results of collective bargaining to reach a successor collective bargaining agreement to the predecessor contract, comprised of and defined as the FY1983-1985 Collective Bargaining Agreement, the FY1986 Memorandum of Agreement, the FY1987-FY1988 Memorandum of Agreement, the FY1989-FY1990 Memorandum of Agreement, the wages and terms and conditions of employment established by the Joint Labor Management Committee award of January 22, 1993, for the FY1991-FY1992 period, the FY1993-1995 Interim Memorandum of Agreement, the FY1996-FY1997 Memorandum of Agreement, and the FY1998-FY2000 Memorandum of Agreement, and all Side Letters of Agreement made as a part of such prior agreements. Unless otherwise specifically noted herein, all of the provisions set forth in this Memorandum of Agreement are to be effective July 1, 2000, and any and all terms and provisions of the predecessor contract, as defined above, which are neither deleted nor amended by the provisions of this Memorandum of Agreement, are incorporated into and made a part of this Memorandum of Agreement, are to be implemented fully according to their text, and are to become integrated together with the provisions of this Memorandum of Agreement into one collective bargaining agreement to be drafted and executed by the Union and the City following bargaining unit ratification of this Memorandum of Agreement.

ARTICLE 1 – AGREEMENT

Section 1 – Agreement on Behalf of the Association

The Association hereby and herewith covenants, agrees and represents to the Municipal Employer that the Association is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth. The parties agree that in conferences and negotiations, the Association will represent all employees in the bargaining unit.

The Association further agrees that it will inform, advise and instruct all association representatives and all employees covered by this Agreement as to the rights, duties and obligations hereunder of both parties to this Agreement.

Section 2 – Agreement on Behalf of the Municipal Employer

The Municipal Employer hereby and herewith covenants, agrees and represents to the Association that it will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as here set forth.

The Municipal Employer further agrees that it will inform, advise and instruct all officers and employees who are or will be responsible for the interpretation, administration, or application of this Agreement as to the rights, duties, and obligations of both parties to this Agreement.

ARTICLE 2 - UNIT REPRESENTATION

Pursuant to the certification by the Massachusetts Labor Relations Commission, case No. MCR-55, dated May 16, 1966 and an agreement between the parties to Labor Relations Commissions Case No. MCR-3792, the City acknowledges that the Union is the exclusive bargaining representative of all employees in the following job classifications of the City of Worcester Fire Department:

FIRE FIGHTER
FIRE LIEUTENANT
FIRE CAPTAIN
DISTRICT FIRE CHEF

And excluding all other employees.

ARTICLE 3 - STABILITY OF AGREEMENT

Section 1

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto, "provided, however, that terms and conditions of employment of unit employees, not covered by a specific provision of this agreement, shall be maintained for the duration of this Agreement."

Section 2

The failure of the Municipal Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Municipal Employer or of the Association to future performance of any such term or condition, and the obligations of the Association and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE 4 - SAVINGS CLAUSE

1. If any part or Section of this Agreement or any addenda thereto should be held invalid by any tribunal or final or competent jurisdiction, or if compliance with enforcement of any Part or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Part or Section.

2. All job benefits heretofore permitted by ordinance or law and enjoyed by employees who are not specifically provided for or abridged in this Agreement are hereby protected. This Agreement shall not be construed to deprive an employee of any benefits or protection granted by laws of the Commonwealth.

ARTICLE 5 - MANAGEMENT RIGHTS

Subject to G.L.C. 150E and to the provisions of this Agreement, the City shall not be deemed to have been limited in any way in the exercise of the regular and customary function of the Municipal Management and shall be deemed to have retained and reserved, unto itself, all the powers, authority and prerogatives of Municipal Management including, but not limited to, to operate and direct the affairs of the Department in all of its various aspects, to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted.; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relive employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities; except to the extent expressly abridged by a specific provision of this Agreement.

The Union agrees to waive the requirement for promotion on the basis of ranking on the D.P.A. eligibility list, (see Opinion and Award in AAA Case No. 1139 0504 89, as confirmed by the Massachusetts Superior and Appeals Courts), such waiver shall be applicable only as to the by-pass of employees on such list who have a significant record of prior discipline implicating their suitability for promotion. The foregoing qualifications shall not apply to the City's discretion in making promotions to the non-unit rank of Deputy Fire Chief. The Union and the City agree that a bargaining unit employee can challenge a by-pass decision in accordance with G.L. c. 31 or by filing a grievance under the provisions of this Agreement. Notice of such election shall be given by the Union to the City Manger or his/her designee within ten (10) days of receipt of such decision to by-pass, and the full reason(s) for such decision, by the Union and the involved unit employee. Any such timely made election shall be binding upon the Union and the involved employee.

ARTICLE 6

LEAVE OF ABSENCE FOR ATTENDING ASSOCIATION CONVENTIONS, CONTRACT NEGOTIATIONS AND GRIEVANCE HEARINGS

Except for the emergency operating needs of the Fire Department as determined by the Chief Engineer, reasonable leave without loss of pay shall be granted as follows:

1. Four accredited delegates to the biennial convention of the International Association of Firefighters;
2. Twelve accredited delegates to the annual convention of the Associated Firefighters of Massachusetts;
3. Three delegates to the biennial New England Conference of Firefighters;
4. Three accredited delegates to the annual convention of the Massachusetts State Labor Council;
5. Five elected officers to the local Association meetings of not more than ten during a calendar year; and
6. Three members of the bargaining unit, if on duty during the time scheduled for collective bargaining meeting with the City negotiators or mediation, fact-finding, arbitration or grievance arbitration hearing, shall be released one-half hour prior to the beginning of such session upon their request to their commanding officer. Upon completion of the session, the member shall be allowed one-half hour to return to work if time remains on their shift.

If the session or any part thereof, is on the employee's off-duty hours, the member's participation will be on his own time.

No overtime or other compensation shall be provided to members who participate in collective bargaining meetings with the City or hearings of the type enumerated above.

In addition to the foregoing provisions of this Article, a maximum of three (3) employees from an on-duty group will be allowed time off with full compensation to attend annually ten (10) scheduled meetings of the Union's Executive Board and

emergency meetings of the Executive Board, provided such employees are duly elected members of the Executive Board, and provided that reasonable notice of such emergency meetings is provided by the Union to the Fire Department, bargaining sessions, and grievance hearings when such meetings, sessions and hearings are held while such group is on duty.

ARTICLE 7

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The provisions of this Agreement shall apply to all employees within the bargaining unit regardless of religion, handicap, age, sex, race, color, national origin, or membership or non-membership in the Union.

An employee or employees or the Association acting on his or their behalf claiming violation of this clause may file and pursue a grievance under the grievance arbitration clause set forth in Schedule A, paragraph G herein.

ARTICLE 8
PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1

The City shall deduct regular periodic union dues each month from the first paycheck of each employee who, individually and voluntarily, certifies in writing authorization for such deduction. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union. The voluntary authorization for the deduction specified therein shall be as follows:

Department

Date

To: City Auditor

PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize and direct any municipal officer or head of any municipal department to deduct from any earnings accumulated to my credit, any monthly membership dues charged against me by Local 1009, IAFF upon presentation and formal demand, of the current monthly amount thereof, by the proper authorities (Treasurer) of that organization, agreeing that the said City of Worcester, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by G.L. c. 180, § 17A.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the City Auditor, or City Treasurer or Head of my department, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of said Local 1009

Signature

Section 2

For the term of this contract the parties agree to continue the pre-existing practices regarding increases in dues and corresponding payroll dues deductions.

ARTICLE 9 - AGENCY SERVICE FEE

1. Effective the ninetieth day following the beginning of employment, each employee of the bargaining unit who is not a member of the Union in good standing shall be required, as condition of employment, to pay a monthly agency service fee during the life of this Agreement to the Union in an amount equal to one (1) dollar (\$1,00) less than the monthly dues required to be paid to maintain membership in good standing in the Union.

2. The Union agrees to indemnify and save the City harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the City Treasurer as may be required by said Treasurer under G.L. c. 180 §17G.

3. Any authorization for deduction shall be on the following form;

Department

Date

TO: City Auditor

PAYROLL DEDUCTION AUTHORIZATION
AGENCY SERVICE FEE

I hereby authorize and direct any municipal officer or head of any municipal department to deduct from my earnings accumulated to my credit, the agency service fee charged against me by Local 1009, IAFF, AFL-CIO, upon presentation and formal demand, of the current monthly amount thereof, by the proper authorities (Treasurer) of that organization, agreeing that the said City of Worcester, its officers and agents, shall be saved harmless for such deductions made under the circumstances as provided by G.L. c.180 § 17G.

It is understood that I reserve the right to withdraw this authorization by giving at least 60 days notice to the City Auditor, or City Treasurer or head of my department, and by filing a copy of such notice of withdrawal of authority for such payroll deduction with the Treasurer of said Local 1009.

Signature

4. This section shall not apply to any employee who has authorized the City Treasurer to deduct Union dues under Article 8 of this Agreement.

5. No action by the City shall be considered against any employee of the bargaining unit for failure to meet his agency service fee obligations unless and until the Union certifies in writing to the City that said employee has not met the obligation imposed by this section.

6. It is understood by the City and the Union that deduction of the agency services fee shall be made by the City through its Treasurer only during the existence of an executed agreement between the City and the Union.

7. The City and the Union will share equally the cost of the service of notice, hearing officer fees, stenographer and transcript fees, and the expenses of a hearing facility for any agency service fee hearings required under this section.

The City and the Union will determine on a case-by-case basis the nature of the proceedings to be employed, for example, whether a stenographer will be present or whether a transcript will be ordered.

ARTICLE 10 - NO STRIKE CLAUSE

Section 1

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. Nor shall any employee refuse to cross any picket line in the performance of his or her duties or in traveling to or from his or her job sites. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services as to the Municipal Employer.

Section 2

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of the services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

ARTICLE 11

DISTRIBUTION AND POSTING OF ASSOCIATION LITERATURE

The MUNICIPAL EMPLOYER will provide a reasonable amount of space for posting ASSOCIATION bulletins or notices to its membership. ASSOCIATION representatives may post notices and announcements relative to Union business. All posted material must be signed and must include the date of initial posting.

Any violation of this section shall entitle the Chief to remove offensive document(s) from the bulletin board.

ARTICLE 12 - SICK LEAVE

Subject to and in accordance with the Sick Leave Ordinance, the City agrees to provide in substance, the following:

1. The maximum accumulation of unused sick leave credit is one hundred and sixty-five (165) days; provided, however, that effective July 1, 1994, the maximum accumulation of unused sick leave credit will be one hundred and seventy-five (175) days.

Effective July 1, 1988, the maximum accumulation of unused sick leave credit will be one hundred and eighty (180) days. Effective July 1, 1999, the maximum accumulation of unused sick leave credit will be one hundred and ninety-five (195) days. Sick leave credits accumulate at the rate of one and one-fourth (1 ¼) days credit per month.

2. The Employer will notify the Union in writing whenever an employee is placed on or removed from the "Dean's List" as referenced by the February 12, 1973 and June 28, 1976 Side Letter regarding "Administration of Sick Leave for Firefighters" as incorporated into this Agreement. The Employer and the Union agree that the provision of the information described in this section does not violate any privacy right of any Union Member who is the subject of the information so provided.

3. Sick Leave credits will be earned while on sick leave status.

4. Any member of the Unit who is eligible to retire under the provisions of Chapter 32 of the General Laws and who has completed twenty years of service with the City for purposes of retirement, or who is over the minimum age to retire for superannuation under Chapter 32 of the General Laws may, during the last year of his service with the City, request his department head to convert his earned sick leave credit in excess of one hundred thirty (130) days to administrative leave to a maximum of twenty (20) days. The Fire Chief, upon request, shall convert such credit to administrative leave to a maximum of twenty (20) days and shall grant such leave to the employee during his last year of service with the City in accordance with the needs of the City as determined by the Fire Chief.

5. In order to expedite contract enforcement, the City shall provide and employee with a copy of the employee's I.O.D. form with the disposition at the

department level following the Department's entry of such disposition on such form. If the employee involved is incapacitated, the City will make such completed form available to the employee at Departmental Headquarters.

For the purpose of the calendar year 1987 sick leave earning entitlement only and terminated as of the end of the calendar year 1987, unit employees, regardless of their participatory status in the prolonged illness Plan set forth in paragraph numbered 6 of this Article, will earn sick leave on the bases of one and one quarter (1 1/4) tours per month.

No later than December 1, 1987, and, thereafter, no later than each December 1 immediately preceding the July 1 commencement of the prolonged illness Plan as set forth in Paragraph numbered 6 of this Article, each unit employee must exercise in writing, on the forms to be agreed to by Local 1009 and by the City of Worcester, an annual option as to whether or not the employee chooses to participate as a member in said plan for such upcoming annual period of the plan. Provided, however, that an employee - member of the plan need not exercise the annual option unless electing to remove himself/herself from Plan membership as of the following July 1 commencement of the next plan year.

If the employee chooses to participate as a member of the plan for the plans annual period commencing the July 1 immediately following the December 1 option exercise date then, for the calendar year commencing January 1 immediately following the December 1 option exercise date, the employee will earn sick leave at the rate of one (1) tour per month plus one (1) additional tour as of July of said year, for a total of two (2) earned sick leave tours for the month of July and an annual total in that calendar year of thirteen (13) earned sick leave tours.

If the employee chooses not to participate as a member of the plan for the plans annual period commencing the July 1 immediately following the December 1 option exercise date, then, for the calendar year commencing January 1 immediately following the December 1 option exercise date, the employee will earn sick leave at the rate of one and one-quarter tours per month, for an annual total in that calendar year of fifteen (15) earned sick leave tours.

Failure of the employee to exercise his/her option as of December 1 automatically will render the employee ineligible to participate as a prolonged illness Plan member for

the immediately following annual period of the plan commencing the July 1 immediately following the December 1 exercise date involved.

Notwithstanding the annual option provisions of this Paragraph for employee determination regarding participation in the Plan, newly hired employees will have a sixty (60) day period following the initial hire date to determine whether or not they wish to participate in the Plan for the Plan year then in effect.

6. Section 1: Effective July 1, 1987, there is established a prolonged Illness Plan form which Unit members who have exhausted their sick leave accumulation can draw additional sick leave benefits.

Each member of the plan will initially be assessed two (2) tours from their personal sick leave accumulation. Additional assessments of two (2) tours per Unit member may be made by the Prolonged Illness Plan committee, (hereinafter "committee"), at such time or times as it deems necessary, not to exceed Three (3) times per fiscal year. (The foregoing is to be interpreted as imposing in each annual period of the Plan a maximum assessment of six (6) tours per Plan member). The assessment for newly hired employees will be postponed until their first anniversary date. Any member who is currently receiving Prolonged Illness Plan benefits will be excused from such assessment.

Section 2: Any unit employee who has exercised the option to participate in the Plan pursuant to paragraph numbered 6 above and who wishes to apply for Prolonged Illness Benefits must make written application using forms prescribed by the Committee accompanied by a detailed medical statement from the attending medical physician stating the exact nature of the incapacitation and the projected time of recovery. The application may not be made more than thirty (30) days in advance of the anticipated termination of accumulated earned sick leave. Applicants must have exhausted all accumulated earned sick leave in order to be eligible for prolonged illness benefits.

No Prolonged Illness Benefits will be granted for illness of less than a twelve (12) consecutive tour duration; provided, however, that such Benefits initially can granted at any point prior to the completion of a twelve (12) consecutive tour absence where the length of illness reasonably can be anticipated to be of a duration of twelve (12) consecutive tours or more.

The Prolonged Illness Plan will be administered by the Committee consisting of one representative designated by the Union, one representative designated by the City and one neutral party to be agreed upon by the Union and by the City. The parties further agree that they will design a procedure for choosing the neutral party if one cannot be agreed upon. Where there is no agreement on such procedure, the City and the Union agree to use Schedule A, Paragraph G, 1, C, arbitration, on an expedited basis, to resolve the issue of the identity of the neutral.

The Committee in making its decisions to grant Prolonged Illness Plan Benefits shall take into consideration the employee's length of service, attendance record, prior use of sick leave and such other factors as it deems relevant.

The Committee will inform each applicant in writing as to its decision regarding the initial application and its decision upon its periodic review of the member's status, as provided in Section 3, final paragraph and, the Committee will provide written reasons for initial denial or subsequent denial upon such periodic review.

Section 3: Any unit member using Prolonged Illness Benefits who has accumulated vacation time or personal leave at the end of the calendar year must use said leave and then automatically continue with Prolonged Illness Plan Benefits in the first week of the new year without any waiting period.

Prolonged Illness Benefits will not be provided for personnel who are on leave of absence without pay or on Injured On Duty status. Members receiving benefits from the Prolonged Illness Plan will not receive holiday pay.

It is agreed that the City may, during any period of time that a member is receiving Prolonged Illness Benefits, require said member to be examined by a neutral physician chosen by the Prolonged Illness Plan Committee and specializing in the illness for which the member is receiving benefits. Any report of the examining physician may be submitted to the Committee for its review of the member's entitlement. The City will pay for any such examination by neutral physician.

The Committee will award no more than thirty (30) sick tours at a time without review.

Section 4: The following represents the maximum tours a member can be allowed from the Plan:

Years of Service in the Employ of the City of Worc. all Depts.	Allowable Tours <u>From Bank</u>
New Hire (after completion of Training)	30
Upon completion of:	
1	30
2	35
3	40
4	50
5	60
6	70
7	80
8	90
9	100
10	110
11	115
12	120
13	125
14	130
15	135
16	140
17	145
18	150
19	155
20	160

The "Allowable Tours From Bank" number of tours corresponding to "Years of Service In The Employ of the City of Worcester" column relates the maximum number of sick leave tours that a member can draw from the Bank upon each occasion of said member's application as provided herein.

The decision of the Committee to grant sick leave shall not be subject to the grievance procedure.

Members, who have been granted Prolonged Illness Benefits, must repay the bank after returning to work. Payback will be at a rate of three (3) tours per year until all borrowed days are repaid.

Payback will begin on the first anniversary date of the member, following his return to work. Any assessment made while a member is on extended sick leave will be included in the payback tours required.

Any member who leaves the employment of the City of Worcester owing to the bank must pay back all tours owed from his accumulated sick leave before any sick leave conversion to Administrative Leave is paid to him by the City.

Section 5: The provisions of this paragraph shall become effective July 1, 1987 provided that from the period July 1, 1986, to June 30, 1987, the average use of sick leave by members of the unit shall not exceed eight (8) tours. The provisions of this paragraph shall continue in full force and effect from year to year unless otherwise negotiated by the parties, provided that the average use of sick leave by the members of the unit does not exceed eight (8) tours for the prior fiscal year. If the average use of sick leave for members of the unit does not exceed eight (8) tours for any prior fiscal year then the provisions of this paragraph shall be suspended, subject to the final paragraph of this section for the ensuing fiscal year. If during that ensuing fiscal year the average use of sick leave for members of the unit falls below eight (8) tours then the provisions of this paragraph shall once again be implemented for the next fiscal year.

For purposes of computation of average sick leave usage, sick leave utilized by all members of the unit shall be counted, excluding only tours assessed to or used pursuant to the Prolonged Illness Plan.

If at any point in time the provisions of this Plan are suspended, no further sick leave assessments into the Plan may be made during said suspension period; provided, however, that the Plan shall otherwise remain in full force and effect regarding the commencement of and/or the continued receipt of Prolonged Illness Benefits, and the individual member pay back obligations into the Plan.

When a plan member is completed to draw sick leave from the Plan because of a delay in the injured-leave arbitration process and thereafter is granted injured on duty – leave, the City will restore to the plan without debit to any employee all sick leave drawn from the Plan by such member; and such sick leave will not be included in computing average sick leave usage for purposes of the Plan;

A unit member who has accumulated 165 days of sick leave may donate 10 days of said sick leave per year to the plan. It is agreed that the Union will submit a list of the names of those Unit members it believes have accumulated 165 days at the end of each calendar year and that the City will review the list in January of each year for accuracy.

Effective July 1, 1994, the foregoing will be operative within the context of substituting one hundred and seventy-five (175) days for "165 days" wherever the latter appears in this paragraph.

ARTICLE 13 - PERSONAL LEAVE

The City agrees to provide three (3) personal leave tours per year. Such leave shall be subject to rules and regulations promulgated by the City Manager.

Except in case of emergencies, personal leave shall be requested by an eligible employee at least one (1) week in advance, in writing.

Subject to the current practice regarding the number of employees allowed to take personal leave on any given tour of duty, employees shall be allowed to take personal leave on contractually established holidays with the exception of the "super holidays" identified as Thanksgiving, Christmas, New Years Day and July 4, Independence Day. Employees who take personal leave on a holiday shall remain entitled to holiday pay as provided by this Agreement.

ARTICLE 14 - FIREFIGHTER QUALIFICATIONS

To the extent permitted by law and in addition to any requirements imposed by law, firefighter appointees shall possess a high school diploma or its equivalent.

ARTICLE 15 - HOURS OF WORK

The City agrees to provide an average workweek for uniformed firefighters of forty-two (42) hours per week.

During the period that members of the bargaining unit have a forty-two (42) hour workweek, the City shall schedule for those uniformed members assigned to companies or cars the so-called 10 and 14-hour work shifts.

This article shall be subject to the Memorandum of Understanding regarding hours dated July 1, 1981.

Notwithstanding the foregoing, the City and the Union agree that bargaining unit employees assigned to the Fire Prevention and Training Divisions shall work a four (4) day, ten (10) hour work week in accordance with a schedule determined by the Fire Chief and the heads of the Fire Prevention and Training Divisions.

Article 15 shall be amended by including a copy of the Worcester Fire Department 42-Hour Work Schedule, 1989 and 1990.

Nothing in this Article shall prohibit the Fire Chief, of his/her designee, from so scheduling the regular hours of duty for bargaining unit employees assigned to the Fire Prevention and Training Divisions so as to vary from time-to-time any such employee's sequence of shifts, including any days of the week and any hours (day-time or night-time) of any such shift(s); provided, however, that the exercise of such scheduling discretion shall not result in overtime duty beyond each such employee's total regular hours of duty, and further provided that such scheduling discretion shall be exercised in a reasonable and non-punitive manner. This Article shall not affect current overtime procedure.

ARTICLE 16 - RECALL TO DUTY

The City agrees that a uniformed fire fighter recalled from an off-duty status to duty because of an emergency by the officer in charge of the Department, shall be credited for pay with no less than four (4) hours for such recalled duty.

It is understood and agreed to by the City and the Union that overtime credit, provided for in this article, does not apply to uniformed fire fighters who are held over on their shifts, who are recalled for administrative purposes or whose recall time merges into their regular shift within four (4) hours of recall.

ARTICLE 17 - SUBORDINATION TO EXISTING LAW

Section 1 - Subordinate to Charter, Etc.

Subject to the provisions of Massachusetts General Laws, chapter 150E, this Agreement shall in all respects, whenever the same may be applicable herein, be subject and subordinate to the provisions of the Worcester City Charter in effect at the time of the execution of this Agreement.

Section 2 - Aid to Construction of Provisions of Agreement

It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the duties, obligations and responsibilities which by law* devolve upon the City Manager or the City Council, and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation and unlawful exercise of powers by the City Manger or the City Council.

It is further understood and agreed that no expenditures or compensation will be paid to employees in accordance with this Agreement unless and until the requirements and procedures required by law and the provisions of the City Charter are satisfied.

* The word "law" is intended to include the provisions of Chapter 150E of the General Laws as they may be amended from time to time. By including this footnote, the parties do not intend to exclude any other laws.

ARTICLE 18 - EXTRA DUTY DETAILS

1. The Chief's assignment of uniform members to extra duty details shall be in accordance with the statutes and Chapter 2 of the Revised Ordinances of 1974 of the City of Worcester. In such assignments, rank shall not be considered except in cases where the Chief determines that supervisory personnel are necessary in such assignments.

2. In the assigning of extra duty personnel, each unit commander may maintain, with the approval of the Chief, a separate extra duty roster for assignments which are specifically related to the work of the unit involved. Subject to the preceding limitation, the Chief shall maintain a master roster of personnel who shall be called on a rotating basis for extra duty assignments. The Union may inspect during business hours the master and unit rosters.

3. Upon receipt of a request for an extra duty assignment, the Chief shall refer the request to the extra duty assignment clerk who shall select the next available man on the roster and shall give that man a telephone call as soon as possible. If the man is not available, then the duty clerk shall call the next person on the list. If the requesting party is a non-profit organization and its request seeks a specific uniform member, the Chief shall discuss the request with the Union and the Chief may honor such request at his discretion.

4. Subsequent to the execution of this agreement, all uniform members are called and who appear at their job site shall receive not less than four (4) hours pay at the rates set forth below. The hourly detail rate will be time and one-half the regular hourly rate of the applicable rank of each employee involved pursuant to the following:

	<u>EFFECTIVE 7/1/88</u>	<u>EFFECTIVE 7/1/89</u>
Firefighter	\$19.85	\$20.64
Lieutenant	\$22.97	\$23.88
Captain	\$25.58	\$26.60
District Chief	\$28.50	\$29.64

Notwithstanding the foregoing, in the event that an extra duty detail exceeds 8 hours, all hours in excess of 8 hours shall be paid at time-and-one-half the rates set forth in the preceding paragraph.

5. All uniform members of the department shall refer any requests that they may receive from any party for outside fire duty to the chief without exception.

6. In connection with extra duty assignments, the Chief reserves the right to remove any uniform member from the extra duty assignments roster for such periods of time as is in the best interest of the Department, as determined by the Chief. The Chief shall notify, in writing, the Union of any uniform member who has been removed from the roster under this clause. Any such removal shall be neither arbitrary nor capricious.

7. In clarification of the foregoing provisions, the City agrees that the fire chief will implement third party requisitions for extra duty details unless the fire chief determines that such details would be detrimental to the image of the fire department or inconsistent with public safety. The Union will be given notice of all such requisitions within seven (7) days after Departmental receipt of such requisitions. The propriety of such determination is subject to review pursuant to the contractual grievance and arbitration provisions.

All non-fire, non-emergency scene pumping work shall be assigned by the Chief in his discretion and shall be compensated in accordance with this Article.

ARTICLE 19 - PERFORMANCE BY FIRE OFFICIALS

The Union acknowledges that the officers of the bargaining unit are officials of the Worcester Fire Department, and that said officers shall abide by the rules and regulations of the Department.

The Union agrees that it will cooperate with the City in the City's requirements that officers shall carry out their administrative and supervisory responsibilities in accordance with the Ordinances and rules and regulations of the City of Worcester, and that officers shall insure that their subordinates perform their duties in accordance with law, the rules and regulations and the policies of the City of Worcester.

The Union further agrees to cooperate with the City in the City's efforts that the officers shall perform their duties in accordance with the standards of excellence expected of all officials of the City of Worcester.

ARTICLE 20 - ATTENDANCE AT COURT

It is understood and agreed that the City of Worcester shall be required to grant compensatory time off for attendance at judicial proceedings to members of the bargaining unit only in cases where the City is a direct party at the litigation.

The City reserves the right to make the determination of whether it is a party or not.

ARTICLE 21

POSTING OF VACANCIES AND LEVY OF COMPANY PERSONNEL

Posting and Filling of Permanent Vacancies

The following procedures will govern the filling of permanent vacancies by lateral transfers. Vacancies to be filled pursuant to the following procedures include permanent vacancies resulting from termination of employment for any reason, promotion, transfer and the creation of new job opportunities. The following procedures are applicable only to vacancies in the fire suppression complement is and when the Fire Chief determines that such vacancy is to be filled on a permanent basis. If, pursuant to the procedures set forth in this Section, the Fire Chief initially determines not to fill a vacancy on a permanent basis, and subsequently determines that such vacancy is to be filled on a permanent basis, then, upon such subsequent determination, the procedures of this Section will apply to such permanent filling. During any period in which a permanent vacancy is not filled pursuant to determination of the Fire Chief, the Fire Chief cannot fill such vacancy on a temporary basis.

The term "suppression" as used herein shall be defined to exclude the following position(s):

The provisions of this Article shall not apply to the position of Aides to Chief Officers or positions in Management Information Services (MIS).

- A. Upon the Worcester Retirement Board issuing notice of the impending retirement of an employee, including the date of such retirement, and upon the termination, promotion or transfer of an employee, the Fire Chief will have a maximum of thirty (30) calendar days, measured from such notice, termination, promotion or transfer, to determine whether or not the vacancy resulting from such retirement, termination, promotion or transfer is to filled on a permanent basis;
- B. The Fire Chief will provide the Union with notice of his determination as to whether or not the vacancy is to be filled on a permanent basis;

- C. If, during or at the conclusion of the thirty (30) calendar day period set forth in sub-part A, above, the Fire Chief determines that a vacancy is to be filled on a permanent basis, or if, having initially determined not to fill a vacancy, the Fire Chief subsequently determines to fill such vacancy on a permanent basis, then the Fire Chief immediately will cause notices of such vacancy to be posted in each fire station, unit and office of the Fire Department. Such notice will include the location (company and group) of the vacancy and the anticipated time when the vacancy is to occur. The posting of such notice will be maintained for a seven (7) calendar day period;
- D. During the posting period as set forth in sub-part C, above, employees can signify their interest in occupying the posted position by submitting bids, on forms to be agreed-upon by the Union and the Employer, to the Office of the Fire Chief.
- E. In addition to the bidding system as set forth in sub-part D, above, employees also may submit letters to the Office of the Fire Chief in anticipation of the occurrence of vacancies in fire suppression complement positions. Such letters must signify what company and group positions the employee wishes to occupy if and when vacancies arise. To remain viable, such letters in their initial or in amended form, must be resubmitted annually, no later than July 1 of each year;
- F. At the conclusion of the seven (7) calendar day posting as provided in sub-part C, above, the Fire Chief or designee forthwith will gather all bids, (sub-part D, above), and all letters submitted pursuant to sub-part E, above, to ascertain which employees desire to occupy the posted vacancy. If one (1) employee has submitted a bid or letter regarding the posted position, that employee will be awarded the position. If two (2) or more employees have submitted a bid or letter regarding the posted position, seniority of the employees, as measured by permanent time in grade, will govern among those employees possessing substantially equivalent qualifications. If employees are equal by that measure of seniority, then

length of permanent employment in the Fire Department will govern. Upon their graduation from the Worcester Fire Department Drill School, new employees having the same date of hire shall be ranked for purposes of their bid entitlements pursuant to this Article and Section by their respective marks and resulting recruit class standing. This provision shall be applied retroactively to that Drill School class as to which the Fire Department began to maintain accurate and complete records regarding such marks and class standing.

- G. Once the Fire Chief determines that a vacancy is to be filled on a permanent basis, the Fire Chief may fill the vacant position on a temporary basis pending completion of the procedures for filling such position on a permanent basis pursuant to the procedures of this Section; provided, however, that any such period of temporary fill-in service will not be considered as a measure of qualifications for permanent filling of such vacant position as that concept is set forth in sub-part F, above;
- H. When an employee has received a permanent transfer pursuant to the provisions of this Section, such employee cannot receive another transfer pursuant to such provisions until the end of the two (2) year period running from the date the employee initially occupies a vacant position on a permanent basis pursuant to this Section.
- I. Disputes as to the interpretation and application of this Section will be subject to the grievance-arbitration provisions of this Agreement.

Company Detail

Wherever possible, as determined by the Chief, a firefighter with over twenty-five years service as a uniform member of the department will not be subject to a detail to fill temporarily a slot in another company until all other junior firefighters, as selected by the Chief, in the levied company, with less than 25 years of service have been levied. This paragraph shall not apply to officers, provided however, except in the case of an emergency, that a captain who is a commanding officer shall not be assigned to another company as a work shift officer where there is on duty lieutenants for such assignments.

ARTICLE 22 - OUT OF GRADE COMPENSATION

Section 1: When a department officer is absent for any reason, the employee occupying a lesser rank who fills-in for the absent officer for two (2) or more consecutive tours of duty for which the group is scheduled will, for each instance of such consecutive tour fill-in, be compensated pursuant to the following: upon completion of the two (2) consecutive scheduled tour minimum fill-in period, the employee, in addition to any other form and level of compensation to which the employee is entitled pursuant to this Agreement, will be compensated, inclusive of all fringe benefits as if such employee occupied the rank of the absent officer, at the minimum step of the salary schedule applicable to the rank of the absent officer, and such compensation will be retroactive to the first two (2) tours of such consecutive fill-in period, and such compensation for the full duration of such consecutive tour fill-in period. Notwithstanding the foregoing, the compensation level to be paid to a District Fire Chief who is entitled pursuant to this Article to out of grade compensation for filling-in for an absent Deputy Fire Chief will be based on a fixed rate of One Hundred Five (\$105.00) dollars per workweek. In no event shall the combined weekly salary of the subject District Fire Chief and the fixed weekly rate established herein exceed the maximum salary of a Deputy Fire Chief.

Section 2: The designation of employees for such out of grade, fill-in service and compensation will be made on the following basis. Firefighter for Lieutenant...on the basis of the senior Firefighter in the company and in the group involved; Lieutenant for Captain...on the basis of the senior Captain in the company involved; Captain for District Fire Chief...on the basis of the senior Captain in the group involved; District Fire Chief for Deputy Fire Chief...on the basis of the senior District Fire Chief in the group involved. Where the Fire Chief does not call back an off duty Deputy Fire Chief to fill-in for an absent Deputy Fire Chief, and where there is no District Fire Chief in the group involved available to fill-in for an absent Deputy Fire Chief, a District Fire Chief from an off-duty group will be called in pursuant to this Agreement on an overtime basis to work the tour involved as a Deputy Fire Chief, and, in such instance, the District Fire Chief will be compensated at an overtime rate calculated on the basis of the salary step of the

District Fire Chief salary schedule being received by him/her at the time of such call-in. A District Chief shall be considered "available" pursuant to this Article, notwithstanding the provisions of Article 22, §4, page 11 of the FY 1993-1995 Memorandum of Agreement, or the District Chiefs' execution, pursuant to §4 of the appropriate form indicating intent not to serve in an out-of-grade capacity.

Section 3: For purposes of this Article, seniority will be measured by permanent time in rank, and, if employees are equal by that measure, then by permanent time as employee of the Fire Department.

Section 4: Employees cannot be compelled to accept out of grade, fill-in-service, and any refusal to so serve will be without prejudice to any term or condition of employment to which employees are entitled pursuant to this Agreement; provided, however, that employees must indicate by December 15 of each year, on a form to be agreed upon by the Union and by the Fire Chief, if an employee does not wish to serve in an out of grade, fill-in capacity for the immediately following calendar year. Upon a senior employee's annual indication of unwillingness to serve in the out of grade, fill-in capacity, and/or upon the unavailability of a senior employee to so serve in a given instance of an out of grade, fill-in opportunity, the opportunity for service in the out of grade, fill-in capacity pursuant to this Article will be given to employees in descending order of seniority pursuant to Section 2 and Section 3 of this Article.

Section 5: Higher compensation as provided by this Article for out of grade fill-in service will be limited, in the aggregate, to a maximum fiscal year expenditure cap of fifty thousand dollars (\$50,000.00); provided, however, that in each instance where the Fire Chief, pursuant to Article 21, Section 1, of this Agreement, determines not to fill a permanent vacancy in an officer rank, compensation for out of grade, fill-in service relating to such vacancy, subject to the provisions of Article 21, Section 1, will neither be calculated nor included as a component of expenditures for measuring such fifty thousand dollars (50,000.00) annual fiscal year expenditure cap. Upon Union request, the Union will be provided with periodic, detailed accountings to enable the Union to verify out of grade, fill-in expenditures.

ARTICLE 23 - COMPASSIONATE LEAVE

The City agrees to provide each employee of the bargaining unit compassionate leave as follows:

1. Five (5) working days compassionate leave for the employee for the death of the spouse of the employee.
2. Three (3) working days compassionate leave for the employee for the death of the father or mother of the employee or of the employee's spouse.
3. Three (3) working days compassionate leave for the employee for the death of the son, daughter, sister or brother of the employee.
4. Three (3) working days compassionate leave for the death of the son or daughter of the employer's spouse.
5. Three (3) working days compassionate leave for the death of a person who has been placed by authority of law under the care of the employee as guardian.
6. Three (3) working days compassionate leave for the employee for the death of the stepfather, stepmother, stepson or stepdaughter of the employee, provided such person resided in the employee's immediate household at the time of death. Such compassionate leave shall not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.
7. One (1) working day compassionate leave for the death of the brother or sister of the employee's spouse.
8. One (1) working day compassionate leave for the death of the stepson or stepdaughter of the employee residing outside of the employee's household at the time of death. Such compassionate leave shall not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.
9. One (1) working day compassionate leave for the death of the aunt or uncle of the employee. Such compassionate leave shall not be available for the death of the aunt or uncle of the employee's spouse.

10. One (1) working day compassionate leave for the death of the grandmother, grandfather, grandson or granddaughter of the employee or of the employee's spouse.

It is agreed that the implementation of compassionate leave will be pursuant to the directive of Fire Chief James F. Nally dated February 1, 1983.

TO: ALL MEMBERS OF THE DEPARTMENT CONCERNED

RE: COMPASSIONATE LEAVE as per Bargaining Agreement effective July 1, 1981, and prior Fire Department directives pertaining to same.

Gentlemen:

Please be advised of new and existing procedures and rules governing employees reporting off duty and on duty under the status of Compassionate Leave, and the relationships to the employee and his or her spouse covered by same.

When an employee is ON DUTY and said employee has requested compassionate leave for a relative that is covered by the Bargaining Agreement as described in Article 23, items 1 through 6, the charge for such compassionate leave will commence with the day following the death.

When an employee is OFF DUTY at the time of the death of a relative that is covered by the Bargaining Agreement as described in Article 23, item 1 through 6, the charge for such compassionate leave will commence with the day of the death.

Regarding Compassionate Leave covered by relationships described in items 7 through 10 of Article 23 where one (1) day of Compassionate Leave is allowed: that day can be taken either on the day of "calling hours" or on the day of the funeral regarding the relative for whom such Compassionate Leave is granted.

No compensable time off will be granted if the employee is on a regular scheduled vacation or other off duty status when a death occurs, as described in all of the relationships covered by the Bargaining Agreement, Article 23, items 1 through 10.

The Deputy of Acting Deputy Chief receiving the request for Compassionate Leave from an employee shall complete a "REQUEST FOR COMPASSIONATE LEAVE FORM" and submit the same to the Chief's Office with the Daily Attendance Report that includes the entry for such absence.

Per order:

James F. Nally, Chief
Worcester Fire Department

ARTICLE 24 - WAIVER OF BARGAINING RIGHTS

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any collective bargaining subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter to, or covered in this Agreement, or subject matter raised in the course of bargaining for this Agreement.

ARTICLE 25 – RESIDENCY

The subject of residency for members of the bargaining unit shall be governed by the provisions of Massachusetts General Laws, Chapter 41, Section 99a.

ARTICLE 26

VACATION LEAVE FOR MEMBERS ON INJURED-ON-DUTY STATUS AND SICK LEAVE STATUS

A. In the event that any member of the bargaining unit is unable because he is on injured-on-duty status to take his scheduled vacation leave, the City will permit the individual to carry over said vacation leave entitlement to the vacation year, and if necessary the subsequent year, of the employee's return to active duty. The Fire Department will consult with the employee on the scheduling of the leave time.

If the employee does not return to duty, but instead retires, the employee will be placed on "vacation leave" status in lieu of injured-on-duty status prior to his retirement date for the amount of time to which he is entitled. This provision shall not be deemed to affect the employee's disabled status for purposes of determining pension eligibility.

B. In the event that any member of the bargaining unit is unable to take his scheduled vacation leave because he is on sick leave status which is expected to extend beyond the end of the vacation year, the City will schedule the employee's vacation leave entitlement prior to the end of the vacation year, and shall return the employee to sick leave status on the first of the following vacation year.

ARTICLE 27 - CONDITIONS AND DURATION OF AGREEMENT

1. Length of Contract

The execution of this Agreement by the authorized representatives of the Union and the City shall constitute an entire agreement between the parties until June 30, 2003, subject to the operation of Paragraph 2 of this Article, subject to the "Re-Opener" provisions of Article ____, as provided herein, and subject to the following:

Upon issuance of any report by the Fire Study Committee, the Union and the City agree to engage in decisional bargaining on any recommendations relative to interim or permanent company closings included in such report: and further hereby agree that if such items are not resolved by such negotiations, said items may be submitted by either party for final and binding resolution by and through the procedures of the Commonwealth of Massachusetts Joint Labor Management Committee which is hereby authorized by the Union and the City to conduct its procedures on said issues; and the City further agrees that no such issue shall be subject to implementation in whole or in part prior to either agreement by the Union and by the City as to such issue, or, failing such agreement, prior to final and binding resolution of such issue pursuant to the authority vested in the Joint Labor Management Committee pursuant to this Agreement. This provision is without prejudice to the midterm bargaining rights of the Union and the City relative to other items in the Fire Study.

The Union and the City agree that the above provision is not applicable to interim or permanent company closings dictated by conditions other than the Fire Study recommendation, i.e. summer closings or reductions in force due to financial circumstances, and the Union and the City reserve all contractual and statutory rights in such regard.

2. Termination

This agreement shall terminate on June 30, 2003; provided, however, that upon commencement of negotiations for a successor agreement pursuant to Paragraph 3 of this Article, all provisions of this Agreement shall remain in full force and effect until such successor agreement is executed and fully implemented according to the successor agreement's terms.

3. Changes

Either party may send a written notice on or before April 15, 2003, or any day thereafter, requesting collective bargaining discussions for a new agreement or amendments thereto to be effective after the termination of this Agreement as provided for above. Upon receipt of such notice, the other party shall seek forthwith to establish a meeting between those parties as soon as possible.

4. Effective Date

Unless otherwise specifically noted in this Agreement, all terms and provisions are effective July 1, 2000.

NEW ARTICLE: Change of Pay Day

The City, with reasonable notice to all bargaining unit employees, may alter the weekly payroll date to Friday; however, the City agrees that in exercising such option, the City shall not seek to impose unilaterally while this Agreement remains in effect any change in the number of monthly payroll periods nor shall the City seek to impose while this Agreement remains in effect adoption of electronic deposit in lieu of the current practice of payroll check distribution. The City may offer participation, on a voluntary basis, in a direct deposit system to those employees interested in such participation, at such time as the City determines that such participation is practicably available.

NEW ARTICLE: Employee Assistance Program

Bargaining unit employees shall be afforded the opportunity to participate in an Employee Assistance Program (EAP). The governing principles for such participation shall be volunteerism and strict confidentiality as to the fact of and all details of such participation. The Union and the Fire Chief jointly shall designate from the bargaining unit an individual to serve as Fire Department – Employee Assistance Program liaison who shall assist unit employees regarding introduction to and participation in the EAP. The EAP liaison shall be granted release time during his/her scheduled work only with

the approval of the Fire Chief or his/her designee, which approval shall not be withheld reasonably.

NEW PART: Defibrillator Training and Stipend

Effective July 1, 1998, the City shall implement within the Worcester Fire Department a certification training program enabling all bargaining unit employees to become certified and to remain certified on an annual recertification basis in the use of automatic external defibrillator. Such City provided training program for initial certification and for annual recertification shall be made available to all employees, without cost to employees, on an "in-house" basis during employees' regular hours of work, and such training program shall include reasonable makeup opportunity under the foregoing conditions. Employees who attain and who maintain certification in the use of the automatic external defibrillator shall receive an annual stipend of two hundred and fifty dollars (\$250.00) for each period of such certification status, payable in the first pay period in July of each year; provided, however, that the amount of such stipend shall be prorated on a monthly basis for the first year in which an employee has obtained such certification status.

NEW ARTICLE: RE-OPENER

The Union and the City agree to the following: If any other City bargaining unit, exclusive of units of employees of the Worcester School Department, receives an increase in base wages, in excess of the increase in base wages that the Union receives by virtue of this Agreement, effective during any of the FY2001 through FY2003 time period (excluding re-grades where the City experiences problems with recruitment and retention), then, upon Union request, the Union and the City shall agree to re-open any other provision(s) of this Agreement.

Notwithstanding the provisions of the preceding paragraph, the Union and the City also agree to the following: If the Bargaining units of Police Department employees

represented by Local 504, I.B.P.O. and/or Local 378, I.B.P.O. receive any increases in clothing/cleaning allowance effective during any of the FY2001 through FY2003 time period, then, upon Union request, the Union and the City agree to re-open negotiations for clothing/cleaning allowance only. Negotiations pursuant to such request cannot re-open any other provision(s) of this Agreement.

NEW ARTICLE: CHIEF'S AIDES

The Union and the City agree that the positions of Car 1 and Car 2 Chief's Aides shall be eliminated pursuant to attrition implemented as either current Chief's and current Chief's Aides separate from their respective positions. This Article shall apply retroactively to Chiefs and Aides positions, which have been filled since July 1, 2000.

SCHEDULE A

Part A: Compensation Schedule

Bargaining unit salaries shall be amended to provide the following across the board general increases, effective with full retroactivity on the following dates: Effective July 1, 2000...four percent (4%) increase to the salaries in effect as of June 30, 2000; Effective July 1, 2001...four percent (4%) increase to the salaries in effect as of June 30, 2001; and, effective July 1, 2002...four percent (4%) increase to the salaries in effect as of June 30, 2002. The City shall make full retroactive payments pursuant to the terms of this Agreement and shall commence prospective payments also pursuant to the terms of this Agreement as soon as is practicable following execution of this Agreement.

Notwithstanding the foregoing provisions, and effective on the date of execution of this Agreement, all Firefighters appointed on or after such execution date initially upon such appointment shall be compensated at a new, starting Step 1 (as reflected in Salary Schedule 4A, PG90, Exhibit 1 appended hereto and made a part of this Agreement), and the Salary Schedule (Exhibit 1) shall incorporate such new, starting Step 1, with the current Salary Steps renumbered accordingly. Notwithstanding the foregoing provision for the FY2001 general increase, there shall be no increase to the new, starting Step 1 in FY2001 and such Step 1 thereafter (FY 2002 and beyond) shall receive the same general increase as provided herein for the current Firefighter rank salary step schedule. Upon successful completion by a newly appointed Firefighter of his/her initial training, he/she immediately shall commence receipt of compensation pursuant to Step 2 of the salary schedule, and shall advance to the next step upon completion of his/her first full year of employment after graduation from drill school.

“In addition to the base salary increments as set forth above, effective July 1, 1994, base compensation for the purpose of calculating certain fringe benefit values, for calculating overtime, and for calculating pension contributions and entitlement, all as set forth below, shall be calculated pursuant to the following: The Hazardous Materials stipend entitlement in effect as of June 30, 1994 shall be increased by One Hundred Dollars (\$100.00), then such stipend, as so increased, shall be converted to a percentage

value of the salary rate in effect as of June 30, 1994, then the flat dollar hazardous material stipend, as increased by the One Hundred Dollars (\$100.00) shall be added to the salary rate in effect as of June 30, 1994, and using that prior salary rate plus Hazardous Material stipend as the basis, the general salary percentage increase as related above shall be applied to establish the new base salary, then the Hazardous Materials stipend percentage value shall be applied against new base salary rate as increased by the foregoing base salary percentage increases, the product of such Hazardous Material stipend percentage application then shall be added to such base salary rates, and the total of base salary plus the Hazardous Materials stipend shall constitute base compensation for all purposes; the Educational Incentive Stipend entitlement in effect as of June 30, 1994 shall be increased by One Hundred Dollars (\$100.00) at each degree entitlement level, then, such stipend, as so increased, shall be converted to a percentage value of the salary rate in effect as of June 30, 1994, then that percentage value shall be applied against the base salary rates as increased by the foregoing base salary percentage increases plus the value of the Hazardous Materials Stipend as provided above, and the product to such Educational Incentive Stipend percentage application then shall be added to base salary and the Hazardous Material Stipend total to establish, along with Longevity as set forth below, the total base compensation figure, which total figure shall be used in the calculation of holiday pay as defined in this Agreement, the overtime rate and pension contributions and benefits; the Longevity Stipend entitlement in effect as of June 30, 1994 shall be increased by One Hundred Dollars (\$100.00) at each length of service step, then such stipend, as so increased, shall be converted to a percentage value of the salary rate in effect as of June 30, 1994, then that percentage value shall be applied against the base salary rate as increased by the foregoing base salary percentage increases plus the value of the Hazardous Materials Stipend as provided above, and the product of such Longevity Incentive Stipend percentage application then shall be added to base salary, the Hazardous Materials Stipend as above calculated, and the Educational Incentive Stipend as above calculated, to establish the total base compensation figure, which total figure shall be used in the calculation of holiday pay as defined in this Agreement, the overtime rate, and pension contributions and benefits.”

“The above-related methodology shall be repeated each time the base salary rates are increased so that, as of July 1, 2000, July 1, 2001, and July 1, 2002 and as of the effective dates of base salary increases as provided by successor collective bargaining agreements, the following calculations shall be made to establish weekly compensation, holiday pay, overtime rate, and pension contributions and benefits: add the Hazardous Materials Stipend in effect prior to the general percentage salary increase to the salary in effect prior to the general percentage salary increase; apply the general percentage salary increase to that total figure (prior Hazardous Materials Stipend plus prior salary); calculate the new value of the Hazardous Materials Stipend by applying the percentage value of that Stipend to the newly calculated base salary; add the newly calculated value of the Hazardous Materials Stipend to the newly calculated base salary, thereby establishing base compensation for calculating the value of the Educational Incentive Stipend and Longevity Stipend percentage benefits; apply the respective, applicable percentage values of the Educational Incentive Stipend and of the Longevity Stipend to the newly established base compensation, (salary plus Hazardous Materials Stipend); and add the product of such percentage application regarding the Educational Incentive Stipend and the Longevity Stipend to the base compensation (salary plus Hazardous Materials Stipend), to establish total base compensation for calculating holiday pay rate as established in the Agreement, the overtime rate, and pension calculations and benefits.”

“The foregoing can be illustrated by the following model which assumes a firefighter at maximum base salary, with an Associates Degree and at the initial step of the Longevity benefit schedule...the calculation methodology would be the same for varying levels of Educational Incentive and Longevity benefit entitlement, up to the maximum firefighter level which shall constitute the base compensation level for all benefit calculations for all unit employees, that is, the highest level of Longevity Stipend and Educational Incentive Stipend entitlement:

The following model assumes a Firefighter at maximum base salary (PG 90/5), with an Associate Degree (2.61%), and at the initial step of Longevity (1.53%).

JULY 1, 2000

47,134.48	Prior base compensation for Fringe Benefits and Salary Calculations
× 4%	Salary increase 7.1.2000
49,019.86	
539.22	Hazmat stipend 1.1%
49,559.08	New Base Compensation for Fringe Benefits and Salary Calculations
1,293.49	Education (2.61%) – same \$ amount for all ranks with an Associate Degree
758.25	Longevity (1.53%) – same \$ amount for all ranks with 5-10 years
51,610.82	Salary as 7.1.2000 – Base compensation for calculating Holiday Pay, Overtime Rate and Pension Contributions and Benefits

JULY 1, 2001

49,559.08	Prior base compensation for Fringe Benefits and Salary Calculations
× 4%	Salary increase 7.1.2001
51,541.44	
566.95	Hazmat stipend 1.1%
52,108.39	New Base Compensation for Fringe Benefits and Salary Calculations
1,360.02	Education (2.61%) – same \$ amount for all ranks with an Associate Degree
797.25	Longevity (1.53%) – same \$ amount for all ranks with 5-10 years
54,265.66	Salary as 7.1.2001 – Base compensation for calculating Holiday Pay, Overtime Rate and Pension Contributions and Benefits

JULY 1, 2002

52,108.39	Prior base compensation for Fringe Benefits and Salary Calculations
× 4%	Salary increase 7.1.2002
54,192.72	
596.11	Hazmat stipend 1.1%
54,788.83	New Base Compensation for Fringe Benefits and Salary Calculations
1,429.98	Education (2.61%) – same \$ amount for all ranks with an Associate Degree
838.26	Longevity (1.53%) – same \$ amount for all ranks with 5-10 years
57,057.07	Salary as 7.1.2002 – Base compensation for calculating Holiday Pay, Overtime Rate and Pension Contributions and Benefits

Arithmetic calculations are subject to confirmation and correction by the Union and the City of Worcester. The above methodology is repeated each time base salary rates are increased; general salary increase is applied against prior base compensation.

“The schedules of salary and base compensation for the bargaining unit, reflecting the foregoing calculation methodology for the duration of this Agreement, are set forth in Exhibit A, which exhibit is incorporated into and is made a part of this Agreement, and which governs levels of compensation covered therein.”

“Retroactive amounts due and owing to bargaining unit employees pursuant to Exhibit A, including but not limited to Salary, Hazardous Materials Stipend, Educational Incentive Stipend, Longevity Stipend, Holiday Pay, Overtime, and Clothing, from July 1, 2000 to date of implementation of this Agreement, shall be paid to qualifying employees and individuals as soon as is practicable after the execution of this Memorandum of Agreement.”

“Individuals who have left the services of the City for any reason, except for retirement, prior to the execution date of this Memorandum of Agreement, shall not receive such retroactive compensation.”

“Only such individuals who retired prior to the execution of this Memorandum of Agreement and those employees who are on the payroll on such execution date, including those on any form of authorized leave, with or without pay, shall be eligible for retroactive pay for actual service.”

Part B: Clothing Allowance

Effective July 1, 1995, the annual clothing allowance shall be Nine Hundred (\$900.00) dollars. Effective July 1, 1996, the annual clothing allowance shall be One Thousand (\$1,000.00) dollars.

All Union members shall be required to purchase and wear “bunker Pants”, when appropriate by July 1, 1996.

The Employer reserves the right to review the Employer’s current uniform allowance reimbursement system and to consider alternative uniform provision systems. When insufficient time is allowed by the City for phasing in uniform changes mandated

by the City, the City shall assume the cost of the mandated uniform changes without extra expense to bargaining unit members.

Sufficient time shall be considered the average life expectancy of any piece of clothing or protective gear on the existing list.

The clothing list will be updated yearly.

The Union and the City agree to establish a clothing study committee, composed of two (2) representatives designated by the Union and two (2) representatives designated by the fire chief, to report to the fire chief within a three (3) month period of the committees inception regarding the content of the clothing list, and the timing of various uniform parts. The City and the Union further agree to enter into a written agreement as to such subject matter on the bases of the committee's report within three (3) months of the issuance of the committee's report.

All bargaining unit employees of the Fire Department payroll as of July 1, 1997, and all persons who held such status as of that date, including persons who retired after that date but excluding persons who resigned or otherwise terminated after such date, shall be paid by check an one time, clothing maintenance payment of Two Hundred and Twenty-Five dollars (\$225.00). Such payment shall be made in the first payroll period in July 1998.

The Union and the City agree to refer to the standing joint uniform committee any issues relating to uniform standards.

~~Part C: Vacation and miscellaneous leave~~

Vacation and miscellaneous leave shall be regulated and administered under the provisions of chapter 3 of the revised Ordinances of 1974, establishing vacation leave, convention leave, compassionate leave, leave without pay and miscellaneous leave. Notwithstanding the foregoing, effective July 1, 1997, every bargaining unit member who has actually completed a minimum of ten (10) years of full time, continuous service to the City during the twelve (12) months preceding the first day of June in any year shall be entitled to four (4) weeks of vacation leave for such year; and, effective January 1, 1986, every bargaining unit employee who has actually completed a minimum of ten (10) years of full time, continuous service to the City during the twelve (12) months preceding the

1987

1997

first day of June in any year shall be entitled to five (5) weeks of vacation leave for such year. The fifth (5th) week of an employee's annual vacation entitlement must be taken outside of the summer vacation period.

Part D. Sick leave

Eligibility for sick leave allowance shall be administered in accordance with the Sick leave Ordinance and Rules and Regulations promulgated by the City Manager.

Bargaining Unit Members may convert sick leave in excess of 100 days to administrative leave pursuant to Chapter 3, Article 1, Section 9 (administrative leave for officials and employees to be retired), to a maximum of 35 days.

The City and the Union agree that the above provision relative to conversion of sick leave is premised upon an experimental plan to determine whether sick leave utilization by Unit members will decrease. Accordingly, the City and the Union agree that the parties will meet after five years from the implementation of the above provision to review data and make recommendations relative to the provisions contained therein.

Bargaining members shall be entitled to accumulate sick leave to a maximum of 165 days.

Doctors certificate

It is agreed that when an employee is on sick leave that any doctors Certificate required by the Department need to state the specific disability that the employee is suffering. Doctor's Certificates submitted in connection with injured-on-duty leave must however continue to specify the nature of the illness.

Part E. Holiday

1. Holiday allowance shall be administered in accordance with General Laws C. 48, §57D.
2. Uniformed firefighting personnel who are assigned, at the sole determination of the Chief Engineer of the Fire Department, to work a tour of duty on a holiday, shall receive compensation for such holiday for the tour of duty actually performed, such payment to be made in accordance with General Laws C. 48, §57D.
3. Effective in the contract year commencing July 1, 1975, Martin Luther King, Jr. Birthday (January 15) shall be incorporated as an additional eleventh (11th) contractual

holiday and the current holiday compensation practices will attach to that eleventh (11th) holiday.

4. For all members of the Bargaining Unit, holiday pay will be computed as one-fourth (1/4) of the employee's regular weekly pay.

5. Effective upon ratification of this agreement and in addition to the one quarter holiday pay as provided in the paragraph above, any unit employee whose tour either commences or ends on New Years Day, Thanksgiving or Christmas, shall be compensated therefore at the rate of time-and-one half such employee's straight time hourly rate of pay for all hours worked on such Holidays, provided, however, that such employee shall be entitled to such time-and-one-half pay only if such employee shall not have called in sick for a scheduled tour on the calendar day before or after such holiday.

Any employee who works two tours, both of which fall within one of the holidays listed above, shall be entitled to receive time-and-one-half holiday pay for only one tour.

Part F. Annual Longevity.

1. Effective July 1, 1995, the bargaining unit employees who shall have completed, as calculated pursuant to the calculation methodology set forth in Paragraph 2 of this section, the following years of service in the Worcester Fire Department as of July 1 of each year shall be entitled to the following percentage longevity benefit calculated and applied pursuant to the methodology as set forth in Part A, Compensation Schedule, of Schedule A, and as set forth in Exhibit A to this Agreement:

<u>A minimum of:</u>	<u>But less than:</u>	<u>Benefit:</u>
5 years	10 years	1.53%
10 years	15 years	2.29%
15 years	20 years	2.38%
20 years	25 years	2.45%
25 years	30 years	3.00%
30 years (or more)		3.25%

The longevity benefit shall be received weekly, as part of base compensation, and shall be used for the calculation of holiday pay, overtime, and pension contributions and benefits, all as provided in Schedule A, and Exhibit A of this Agreement.

2. The longevity benefit shall be paid on a "current year" basis. The Employer will calculate the longevity entitlement of each union employee as of July 1. The Employer will review each eligible employee's longevity entitlement to determine whether, in the period between July 1 of the current year and June 30 of the following year, the eligible employee's 5, 10, 15, 20, 25, or 30 year employment anniversary date falls within that period. If the eligible Employee's 5, 10, 15, 20, 25 or 30 year employment anniversary falls within the period from July 1 of the current year through June 30 of the following year the Employer shall treat that employee as if the applicable anniversary occurred on July 1 of the current year. The Employer will pay the longevity payment in accordance with the percentage schedule and methodology currently in effect. A bargaining unit employee's rights to longevity payments pursuant to the collective bargaining agreement, as defined in this Agreement, shall terminate immediately upon the cessation of employment, whether by termination, resignation, retirement or death.

SCHEDULE A: HAZARDOUS MATERIALS STIPEND

Effective July 1, 1994, the Hazardous Materials Stipend shall be converted to a percentage value, one and one-tenths percent (1.1%), and shall become part of base compensation to be received weekly and to be used in the calculation of all fringe benefits pursuant to the calculations and methodology as set forth in Schedule A, Part A, and Exhibit A of this Agreement.

The following shall govern employee entitlement to the Hazardous Materials Stipend: employees must complete the Level One Hazardous Materials training four (4) hour course presented annually by the Training Division of the Worcester Fire Department; for employees who do not take the course when initially presented for the employee's group, the Fire Department will schedule one (1) make-up course for each such group during such group's regular schedule of on-duty time; for employees who do not take the course either when initially offered or when the employee's group's make-up course is offered because such employees are extended authorized leave, during the

initial or during the make-up course time, such employees shall be afforded a reasonable opportunity to take such course during their regular schedule upon their return from such leave.

SCHEDULE A: EDUCATIONAL INCENTIVE STIPEND

Effective July 1, 1994, the Educational Incentive Stipend shall be converted to a percentage as follows: Associate Degree...2.61%; Bachelor Degree...3.37%; Masters Degree...3.99%.

The Educational Incentive Stipend, as converted to the foregoing percentage values, shall become part of base compensation to be received weekly and to be used for the calculation of holiday pay, overtime, and pension contributions and benefits pursuant to the calculations and methodology as set forth in Schedule A, Part A and Exhibit A of this Agreement.

In addition to all the foregoing, the Employer agrees to pay one (1) installment of the Educational Incentive Stipend in effect prior to July 1, 1994 to eligible employees, on August 18, 1994, and to pay a second installment of such Stipend as soon as possible upon execution of this Agreement and unit ratification of this Agreement.

Part G. GRIEVANCE PROCEDURE

1. Complaints between one (1) or more employees, or the Union, and the Municipal Employer concerning the interpretation or application of the contract will be subject to the following procedure for resolution:

A. Steps

1. No later than fifteen (15) days of the occurrence of facts giving rise to the grievance or, of the gaining of knowledge of such facts by the affected employee(s), whichever period is later, the Union can present the matter orally to the employee's or employees' company commander. The company commander, in consultation with his supervisors shall reach a decision and communicate it to the grievant within two working days of the presentation to him of the complaint. This step shall not be mandatory.
 2. If the oral disposition is unsatisfactory to the Union, the Union shall present the matter in writing to the district commander of the affected employee(s) within three working days of receipt of the oral disposition if initiated as per step 1. If this, (Step 2), is the original step, the Union shall present the written grievance to the district commander within the time limits specified in section (1) above. The district or deputy chief involved, in consultation with his supervisors, must make a written disposition, including reasons therefor, within five working days of the receipt of the written initiation.
 3. If the grievance remains unresolved to the satisfaction of the Union, the Union can appeal the matter in writing to the Chief of the Fire Department who will meet with the Union within ten (10) days of the initial presentation and will respond in writing, providing reasons for his disposition of the matter within ten (10) days of the meeting with the Union.
- B. If the Union is not satisfied with the response of the Chief, the Union within ten (10) days of receipt of the Chief's written response, can submit the matter in writing to the City Manager or his designee who will meet the Union within ten (10) days of initial presentation and will respond, in writing, providing reasons for his disposition of the matter, within ten (10) days of the meeting with the Union.

- C. If the Union is not satisfied with the response of the City Manager or his designee, the Union can then submit the matter to arbitration by so notifying the City Manager in writing, no more than thirty (30) days after receipt of the City Manager's or designee's written response. Upon such notification, the Union and the Municipal Employer shall attempt to agree upon the identity of an arbitrator to hear and determine the dispute. If the parties cannot select an arbitrator within ten (10) days of the submission notice, the Union can petition the American Arbitration Association for the selection of an arbitrator in accordance with its rules. Regardless of the procedure utilized for the selection of an arbitrator, the arbitration shall be conducted according to the voluntary labor arbitration rules of the American Arbitration Association.
- D. Any joint settlement of the matter and any award of the arbitrator shall be final and binding upon the Union and the Municipal Employer.
- E. The Union and the Municipal Employer will share the cost of the arbitration proceedings; however, they each will bear the full cost of their own representatives.
- F. The foregoing time limits can be extended by agreement of the Union and of the Municipal Employer.
- G. Any permanent employee may exercise, as an option, the right to utilize arbitration for civil service matters as specified in the General Laws, chapter 150E, section 8. Notice of the election under this provision must be given to the Municipal Employer at least two days prior to the scheduled civil service hearing. Said notice will be binding on the employee. There shall be no right to exercise this option after commencement of any civil service hearing by the appointing authority. No permanent employee shall receive a written reprimand, be suspended, dismissed, removed or terminated except for just cause. Reprimands and warnings subsequently used by the Employer as a basis for progressive discipline can, at that subsequent point, be grieved together with the subsequent discipline and, at that point, the just cause standard will apply to such reprimands and warnings.

- H. After the City Manager has preferred formal charges against an employee, that employee shall have the right, upon request, to be represented by a Union representative or an attorney at any meeting relative to those charges with the City.
- I. All of the above grievance and arbitration provisions shall be available to the Municipal Employer, entitling the Employer to file grievances regarding the interpretation or application of the agreement with the Union President at the equivalent, of level B, above, entitling the Employer to move unresolved grievances to arbitration pursuant to level C, above, and entitling the Employer to the Benefits of level (or part) D above. Such grievance must be filed within the time limits imposed on the Union at level A above. The writing and response obligations imposed upon the Union and the Employer by levels B and C above shall be reversed within the context of a grievance filed by the Employer.
- J. In connection with the investigation of any grievance, the Union will be given access to an employee's personnel records upon presentation of the signature of the employee whose records are sought to be reviewed. A separate request and signature must be provided with each request for access to the employee's records. The employee's signature must be verified by one of the following methods: notarization, Chief verifying his signature, or by telephone call from a Chief's office representative to the employee requesting verbal confirmation of the signature. This paragraph shall not become part of this contract unless it is separately ratified by the membership of Local 1009, IAFF. This article will become effective upon submission by the Union of written affirmation of said vote.
- K. In connection with an investigation interview that can, on the basis of objective evidence, reasonably be anticipated to lead to the discipline of the interviewee, the interviewee will be afforded Union representation in accordance with applicable statutory and case law

2. Notwithstanding the foregoing, the following procedure shall govern the processing to arbitration of grievances regarding disputes as to injured on duty claims of bargaining unit employees.
 - A. No later than forty-five (45) days after Fire Department denial of an employee's injured on duty claim, or after the gaining of knowledge of such denial by the affected employee, whichever period is later, the Union can appeal the denial in writing to the Chief of the Fire department who will meet with the Union within (10) days of the initial presentation and who will respond in writing providing reasons for his/her disposition of the matter within ten (10) days of the meeting with the Union.
 - B. If the Union is not satisfied with the response of the Chief, the Union, within ten (10) days of receipt of the Chief's written response, can submit the matter in writing to the City Manager or his/her designee who will meet with the Union within ten (10) days of the initial presentation and will respond in writing providing reasons for his/her disposition of the matter within ten (10) days of the meeting with the Union.
 - C. If the Union is not satisfied with the response of the City Manager or designee, the Union then can submit the matter to arbitration by so notifying the City Manager in writing no more than thirty (30) days after receipt of the City Manager's or designee's written response.
 - D. For the purposes of the arbitration of unresolved grievances regarding injured on duty claims, the City and the Union hereby designate as permanent umpire for the duration of this Agreement Philip Dunn, Esq. Such unresolved grievances shall be submitted to the permanent umpire by written notice forwarded to the umpire by the Union, with simultaneous copy to the City's Office of Labor Relations.
 - E. The City, Union and umpire will make every reasonable effort to schedule, convene and conclude hearings expeditiously and to render an expedited disposition of unresolved grievances regarding injured on duty claims. Unless otherwise agreed by the City and the Union, the arbitration proceeding will be

conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association.

- F. The umpire shall have jurisdiction as to all issues relating to the injured on duty claim of the employee; provided however, that the City physician's determination as to when incapacity no longer exists shall be binding upon the umpire, the City, the Union and the employee involved.
- G. Any joint settlement of the grievance and any award of the umpire shall be final and binding upon the City, the Union and the employee involved.
- H. Before an unresolved grievance regarding an employee's injured on duty claim can be submitted to arbitration pursuant to this Agreement, the employee involved must execute a written election of remedies wherein the employee assents to the submission of such claim to arbitration by the Union as the exclusive forum in place of as waiver of the individual right to file a court action pursuant to Massachusetts General Laws c. 41, §111f.
- I. The Union and the City will share the cost of the arbitration proceedings; however, they each will bear the full cost of their own representatives.
- J. The foregoing time limits can be extended by City-Union agreement. The City's failure to comply with the time limits for its grievance response will not be deemed as a granting of the grievance; however, notwithstanding such failure, the City remains obligated to conform to its grievance answer and informational supply obligations as provided herein.
- K. The City and the Union agree to exchange, during the processing of the grievance and prior to any arbitration hearing, material viewed by each as relevant to their respective positions on the merits of the employee's injured on duty claim. Such material will include, but need not be limited to, witness statements and relevant medical records and physicians' statements.

The following constitutes the Election of Remedies form referenced in the foregoing procedures:

ELECTION OF REMEDIES

I have requested Local 1009, International Association of Firefighters, ALF-CIO, CLC, my exclusive collective bargaining representative, to file and process on my behalf,

pursuant to the grievance procedure included in the collective bargaining agreement between Local 1009 and the City of Worcester, a grievance regarding the City's denial of my injured on duty claim.

Local 1009 has processed that grievance through the prearbitration contract procedure and the grievance remains unresolved.

Local 1009 has advised me that it is willing and prepared to submit that grievance to and pursue that grievance through arbitration. Local 1009 has provided me with a copy of its contract with the City regarding the arbitration of unresolved injured leave grievances.

Local 1009 has also advised me that as a contractually required precondition to such submission to arbitration. I must execute an election of remedies concerning the following: Local 1009 has provided me with a copy of Massachusetts General Laws, Chapter 41, §111F, and local 1009 has advised me that I am entitled as an individual to institute and pursue a court action pursuant to Chapter 41, §111F, regarding the City's denial of my injured on duty claim; I am informed by Local 1009 and I understand that pursuant to practice Local 1009 will neither provide counsel for nor provide financial support for such individual court action; Local 1009 has advised me that pursuant to the contract between Local 1009 and the City I must choose between either pursuing my claim for injured leave by arbitration under the contract between Local 1009 and the City or pursuing an individual court action pursuant to Massachusetts General Laws Chapter 41, §111F, and that under the terms of the arbitration agreement between local 1009 and the City I cannot pursue my injured on duty claim through both arbitration and individual court action.

I know knowingly and voluntarily exercise the following election of remedy regarding my injured on duty claim (only one (1) box is to be initialed by employee):

- A. I hereby agree to the submission of the unresolved grievance regarding my injured on duty claim to arbitration by Local 1009. I further agree that such arbitration will be the exclusive forum in place of court action pursuant to Massachusetts General Laws Chapter 41, §111F, and I specifically waive my individual right to file such court action under Chapter 41, §111F with

specific regard to the injured on duty claim involved in the unresolved grievance.

INITIALS

DATED

B. I hereby direct Local 1009 not to submit the unresolved grievance regarding my injured on duty claim to contract arbitration and I hereby reserve my right to institute and to pursue individual court action pursuant to Massachusetts General Laws Chapter 41, §111F, regarding such claim.

INITIALS

DATED

This election is voluntary executed by the employee involved in the grievance and is witnessed as indicated on the date shown.

Employee

Date

Employee

Date

Part H. PERSONNEL FILES

The employee shall have access to his/her own personnel file, upon reasonable advance notice of at least one business day, during the normal hours of the Fire Department business office. The employee shall make an appointment to view the file. If the appointment is scheduled such that the time limit under the grievance procedure will expire and the employee requires information in the file to pursue the grievance, the City agrees to provide a waiver of the time limits by the amount of time between the request for viewing and the appointment for viewing.

The employee shall have the right to submit a written statement in rebuttal to any material in his/her personnel file and to have that statement attached to the material it purports to rebut. The Department shall have the right to limit the number of successive sur-rebuttals to a reasonable number.

Union access to personnel files is governed by the provisions of Paragraph J of the Grievance Procedure of this Agreement.

All files containing personnel information relating to unit employees shall include a roster (or ledger book), which must be signed, with date, upon each viewing of any material within such files by the employee, his authorized representative, or other non-City (employee) personnel, or investigators in the Insurance Risk Office.

Part I. MEDICAL-HEALTH INSURANCE

The City shall provide for bargaining unit employees the following coverage:

- Blue Cross/Blue Shield Health Flex Blue, individual and family coverage.
- Fallon Health Care, individual and family coverage.

The City shall pay eighty-seven percent (87%) of the premium cost of Blue Cross/Blue Shield Health Flex Blue or Ninety percent (90%) of the Fallon Healthcare individual and family coverage group health insurance plans. There will be no coverage available to active bargaining unit members under the Blue Cross/Blue Shield Master Health plus, Master Health Medical or Master Medical individual or family plans except as provided below. If an active employee resides outside of the Commonwealth of Massachusetts, for whom he or she is legally obligated to provide health insurance coverage the said employee shall be eligible for Blue Cross/Blue Shield Master Medical

coverage and the City shall pay seventy-five (75%) of the premium cost of the Blue Cross/Blue Shield Master Medical policy, family or individual coverage. The City may seek to provide such coverage, namely Blue Cross/Blue Shield Master Medical individual and family coverage, from another provider or to implement different options in place of Blue Cross/Blue Shield Master Medical Coverage in accordance with the following procedures and standards: If the City desires to change such Blue Cross/Blue Shield Master Medical coverage, the City shall provide the Union with notice and the Union may implement the contractual grievance procedure within seven (7) days of such notice at the City's Manager's level; the City agrees to provide the Union with full and detailed information as to the suggested new provider or plans in terms of benefit structure and coverage; the City Manager shall reply in writing within seven (7) days after submission of the grievance; if the grievance is denied, the dispute shall be submitted to final and binding arbitration in accordance with the Collective Bargaining Agreement; it is the intent of the City and of the Union that the arbitration hearing be scheduled within (30) days of the City Manger's decision, and that the arbitrator's decision be issued within thirty (30) days of the hearing; the issue before the arbitrator shall be whether the benefit level and coverage available from the suggested provider or plans are substantially the same as those being provided by the Blue Cross/Blue Shield Master Medical coverage, individual and family plans described above. The City and the Union agree that the phrase "substantially the same" as used herein means equivalent, that is, the same in substantive provisions, coverage and benefit level; if the arbitrator determines that the benefit levels and coverage available from the alternative provider or plans are substantially the same as those provided by Blue Cross/Blue Shield Master Medical coverage, individual and family plans the City can effectuate the change in provider or plans; if the arbitrator determines that the benefit levels and coverage available from the alternative provider or plans are substantially not the same as those being provided by Blue Cross/Blue Shield Master Medical coverage, individual and family plans then the City cannot substitute the alternative provider for the Blue Cross/Blue Shield Master Medical coverage individual and family plans, and the City cannot implement the different plans without Union agreement.

It is agreed that the Blue Cross/Blue Shield Master Medical coverage individual and family plans, for those bargaining unit members eligible for the same, shall remain in full force until satisfaction of the foregoing procedures.

Pursuant to the provisions of Chapter 32B, the City may, at any time during the life of this agreement, approach the Union regarding collective bargaining to increase the number of health insurance providers by offering additional health plans to members of the bargaining unit. Any new plans will be additions to the insurance plans presently provided and will not be substitutions for the present plans.

The City may “double deduct” group health and dental insurance premiums in the first month of employment of any employee initially hired after the ratification date of this Agreement who enrolls in the City’s group health and insurance program.

The City agrees to offer during open enrollment periods to bargaining unit employees the opportunity, at each employee’s option, to participate in the Section 125 “Cafeteria Plan” as offered to other City employees as of the ratification date of this Agreement. The terms and provisions of such Plan, as existing on the ratification date of this Agreement and as may be amended by the benefits provider(s) and/or Plan administrator(s), from time to time (subject, however, to the last sentence of this paragraph), are incorporated by reference into this Agreement. Unless external law superior to this Agreement requires change in the benefit levels of the Plan as incorporated into this Agreement, the City shall not seek to impose unilaterally any such change while this Agreement remains in effect.”

DRUG TESTING POLICY:

The parties agree to meet no later than 45 days after ratification of this Memorandum of Agreement by the Local to bargain over a drug testing policy for members of the unit. Bargaining on this issue shall then continue for 45 days. If the parties are unable to agree on specific language for a drug testing article within said 45 days, then this matter shall be submitted to arbitration forthwith.

The parties shall have 15 days after the termination of the 45-day bargaining period to decide upon a mutually acceptable arbitrator. If they are unable to do so, then this matter shall be referred as set forth to the American Arbitration Association.

The parties may alter the time limits set forth above by agreement.

The arbitrator shall preside over the hearing and shall take testimony. The proceedings shall be informal. At the outset the parties shall submit to the arbitrator their initial proposal. Any oral or documentary evidence and other data deemed relevant by the arbitrator may be received into evidence. A record of the proceedings shall be kept and the arbitrator shall arrange for the necessary recording service. Transcripts may be ordered at the expense of the party ordering them, but the transcripts shall not be necessary for an award by the arbitrator. The hearing may be continued at the discretion of the arbitrator and shall be concluded within forty days from the time of commencement. At the conclusion of the hearing, each party shall submit a written statement containing its last and best offer to the arbitrator, who shall take said statements under advisement. Within ten days after the conclusion of the hearing the arbitrator shall select as the last and best arbitration award either the employer's written statement of its last and best offer and immediately shall give written notice of the selection of the parties. The selection shall be final and binding upon the parties, subject to appropriation. Within thirty calendar days of the last and best offer selection and award the arbitrator shall issue a written opinion.

Part J. SECONDARY EMPLOYMENT

The Fire Chief shall exercise his judgment in reviewing employee requests for approval to engage in secondary employment in a reasonable and non-arbitrary manner. The Fire Chief's decisions as to such subject matter shall be consistent with prior practices and shall be subject to Appendix G, Part 1 of this Agreement.

Part K. DRUG AND ALCOHOL USE

As a condition of employment, no alcohol or illegal drugs shall be used or possessed while on duty. Failure to comply with this provision may subject the employee to progressive discipline.

For the purpose of this paragraph, possession while on duty shall mean possession while on City property or City equipment.

Employees having tenure under Chapter 31 of the General Laws or just cause rights under the Grievance procedure of the contract shall have the right to appeal, pursuant to Chapter 31, or subject to the grievance procedure as set forth in Schedule G of this contract, to arbitrate any suspension or discharge imposed as a result of this paragraph.

The foregoing is not intended to reflect any waiver of an employee's constitutional rights.

INJURED ON DUTY

The parties agree to meet no later than 45 days after ratification of this Memorandum of Agreement by the Local to bargain over injured on duty issues. It is agreed that the time frames and the mechanism for arbitration set forth in the previous paragraph concerning drug testing shall also apply to injured on duty negotiations if the parties are unable to reach agreement within 45 days after bargaining commences.

VACATION SCHEDULE

It is agreed that the "Six Division Vacation Schedule" attached hereto will be implemented on an experimental basis for one year commencing with the 1990 vacation year.

Upon notice from the Local, the parties will meet to discuss the status of the vacation schedule, independent from regular negotiations for a successor contract.

Worcester Fire Department

Six Division Vacation

Percent of Group on Vacation per Division – 16.7%

Length of Basic Schedule per Group – 96 Days

Basic Schedule Start Date (Earliest) – May 28
(Typical) – June 1

Basic Schedule End Date (Latest) – Sept 8
(Typical) – Sept 5

# OF MEN IN GROUP	NUMBER OF MEN ON VACATION PER DIVISION
90	15
95	15 or 16
100	16 or 17
105	17 or 18
110	18 or 19

WORCESTER FIRE DEPARTMENT

1984	1985	1986	1987	1988	1989
DIVISION	DIVISION	DIVISION	DIVISION	DIVISION	DIVISION

SPRING VACATION

Jan 9 to Feb 26	F	A	B	C	D	E
Feb 26 to Apr 14	D	E	F	A	B	C
Apr 14 to Jun 1	B	C	B	E	F	A

BASIC-TWO WEEKS

Jun 1 to Jun 17	A	B	C	B	E	F
Jun 17 to Jul 3	E	F	A	B	C	B
Jul 3 to Jul 19	C	B	E	F	A	B
Jul 19 to Aug 4	F	A	B	C	D	E
Aug 4 to Aug 20	B	E	F	A	B	C
Aug 20 to Sep 5	B	C	B	E	F	A

FALL VACATION

Sep 5 to Oct 15	A	B	C	D	E	F
Oct 15 to Nov 24	E	F	A	B	C	D
Nov 24 to Dec 26	C	D	E	F	A	B

Part L. SAFETY COMMITTEE

Effective upon the date of execution of this Agreement, there is established a joint safety committee consisting of a representative appointed by the City, a representative appointed by the City, a representative appointed by the union and a neutral representative chosen by both sides. The parties will agree upon a procedure to choose a neutral representative if they fail to agree upon one. If the parties are unable to agree on such procedure, then the Union and the City agree to use, on an expedited basis, the provisions of Schedule A, Paragraph G, 1, C (arbitration) to resolve the issue as to the identity of the neutral representative.

Said committee shall meet at regular intervals to discuss safety issues raised by either party; provided, however, that the Committee is empowered to make recommendations to the City regarding only mandatory subjects of bargaining as set forth in Chapter 150E of the General Laws and excluding manning and manpower subjects.

The Committee will present its recommendations to the City Manager. The City Manager will implement recommendations adopted by a majority of the Committee; provided, however, that any of such recommendations which require funding to implement must be implemented by the City Manager from an account which will be established by the City in the amount of \$25,000.00 annually. It is further agreed that the City will not be required to implement any recommendations of the Committee which require funding in excess of the \$25,000.00 annual appropriation as set forth above. It is further agreed that no appropriation pursuant to this paragraph will be required for items already addressed by the existing collective Bargaining Agreement.

Provided that the Union has submitted to the Fire Department no later than January first of the fiscal year involved proposals for the full expenditure of the annual twenty-five thousand dollar (\$25,000.00) account as provided herein, any portion of such amount remaining unexpended as of June 30 of that fiscal year will be included by the Employer in the immediately succeeding fiscal year safety fund account appropriation in addition to the new amount of twenty-five thousand dollars (\$25,000.00) to be appropriated to that account for such succeeding fiscal year.

STUDY COMMITTEE-SMOKING: The Union and the Employer agree to establish a committee composed of two (2) representatives as designated by the Union and of two (2) representatives as designated by the Employer for the purpose of studying the subject of smoking in Fire Department facilities.

Redmund Symposium: Two (2) members of the joint safety committee, one (1) member as designated by the Union, and one (1) member as designated by the Fire Chief, will be allowed leave with full compensation to attend the Redmund Symposium as sponsored by the International Association of Firefighters.

HAZARDOUS Materials Training

It is agreed that the City shall pay a \$250.00 stipend annually in the first pay period in March for all members who complete the Level I Hazardous materials training course presented by the Departments training division.

Employees on IOD who are unable to complete the course will be entitled to the Stipend.

1. The Union and the Employer agree to the following terms and conditions and procedures concerning the participation of employees represented by the union in providing services and assistance relating to hazardous materials protective services.

2. This Agreement shall be operative whenever any employee is participating in any hazardous materials activities above Level One, as defined by S.A.R.A., either within or without the geographic jurisdiction of the Worcester Fire Department or when and if the Department utilizes Hazardous Materials Technicians or forms an Hazardous Materials team or unit.

3. Safety: In accordance with the standards set forth in this Hazardous Materials Agreement, the Employer agrees to provide safe equipment and safe working conditions for employees involved in Hazardous Materials related to work.

4. Training: Only trained Hazardous Materials Technicians shall utilize Hazardous Materials equipment at Hazardous Materials incidents of Level Two and above. Training will be in accordance with at least the minimum one hundred and sixty (160) hour Massachusetts Fire Academy course for Hazardous Materials Technicians. All

members shall maintain their efficiency by participating in classes, drills and training as may be required to maintain proficiency at levels then in effect as set forth by S.A.R.A., or State of Massachusetts accepted standards.

Members who have completed the requisite training and education to attain the Hazardous Materials Technician designation must commit to remain a member of the Hazardous Materials Team for three (3) years, except for good cause.

5. Uniforms: The Employer shall refurbish and/or repair uniforms and/or turn out gear exposed or damaged at a Hazardous Materials related scene. The Employer agrees to complete such refurbishment and/or repair as soon as it is feasible to do so. Where such refurbishment or repair will not satisfy the standards as set forth in this Hazardous Materials agreement, or where uniform pants and/or turn out gear is destroyed at a Hazardous Materials related scene, the Employer will reimburse employees for the cost of replacing such uniform pants and/or turn out gear. Upon presentation of bills by the employee to the Fire Department, the Employer agrees to reimburse employees as soon as it is feasible to do so. The Employer will maintain and upgrade protective equipment as technology provides for Hazardous Materials intervention as is mandated by S.A.R.A.

6. Medical Testing: The Employer will provide each trained Hazardous Materials Technician with a base line physical and medical monitoring in accordance with S.A.R.A. and/or with the then existing State of Massachusetts accepted standards. The cost of such medical examination and monitoring shall be the responsibility of the Employer. All medical monitoring shall remain confidential between the physician and the employee; however, any member who fails any part of the physical shall not participate in any Hazardous Materials related work until such time as he/she is examined and declared fit. The Union and the Employer shall be notified of all members medically qualified to participate in the Hazardous Materials Field at least once each year.

Injury leave shall be handled pursuant to the practices and procedures incorporated in the collective bargaining agreement.

7. Staffing: The Employer agrees that the Fire Department will replace on an overtime basis employees directed to respond outside of the City of Worcester to perform Hazardous Materials related duties where such assignment reasonably can be anticipated to exceed one (1) hour from the time of release for such assignment.

8. Selection: All bargaining unit employees shall be allowed equal opportunity for training and for assignment to any Hazardous Materials team. If a limited number of employees are to be selected to participate, then the Fire Chief shall have discretion to select team members; provided that in the exercise of such discretion, the Fire Chief shall be governed by the principle of fairness, and further provided that such discretion shall not be exercised in an arbitrary or unreasonable manner. No employee previously trained shall be discriminated against in the selection process.

9. Refusal of Assignment: Participation as a Hazardous Materials Technician or on any such team shall be strictly voluntary. No employee shall be pressured or coerced into participation. Nor shall any employee's conditions of employment be impacted adversely by his/her declining to serve.

No employee shall be disciplined, denied pay or retaliated against in any manner in the event the employee refuses to perform a work assignment for which the employee has not been properly trained, equipped or provided back-up.

10. S.O.P.: Operations of any Hazardous Materials response shall be in accordance with accepted S.A.R.A. and Commonwealth of Massachusetts standards, procedures and laws now in practice or in existence and with such as may be modified or newly promulgated from time to time.

11. Individual Agreements: There shall be no individual agreements entered into with any Hazardous Materials Technician.

DETAILS OUTSIDE CITY LIMITS

No employee will be detailed outside of City limits on an individual basis for fire suppression duty.

IN WITNESS WHEREOF, the union and the Employer have caused this Memorandum of Agreement to be executed in their names by duly authorized representatives this _____ day of _____, 2001.

LOCAL 1009, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO

CITY OF WORCESTER

By: _____
F.F. Frank P. Raffa, President

By: _____
Thomas R. Hoover, City Manager

Approved as to form:

Lt. Richard V. Halvorsen
Member of the Bargaining Team

Janice Borg-Silverman, Esq.
Director of Human Resources

Lt. John A. Daly, Jr.
Secretary

Overtime-vacation scheduling

The practice of overtime during tours of duty occurring on July 3 and July 4 is amended as follows: where such overtime occurs during the seventy-two (72) hour off duty period prior to the start of an employee's vacation, such overtime will be voluntary for such employee...the employee may either work such overtime or the employee may render himself/herself unavailable for duty during such seventy-two (72) hour period; provided, however, that if such employee exercises his/her option not to work such overtime, such employee will not be replaced by an overtime fill-in.

Posting of vacation roster

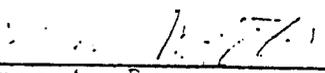
The vacation roster for the ensuing vacation (calendar) year will be administered by the Fire Chief in accordance with the following schedule of dates during the immediately prior calendar year: initial posting of roster no later than October 15; employees must file requests for changes with the Fire Chief no later than November 1; and, the Fire Chief will post dispositions of such change requests no later than November 15.

July 1, 1983

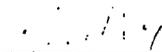
MEMORANDUM OF UNDERSTANDING

Work Schedule

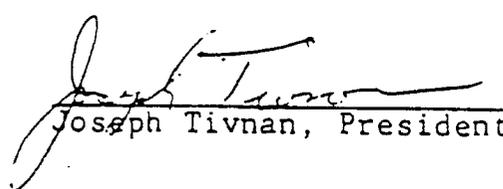
For the duration of this contract, the parties agree that the (existing) attached schedule will be followed in assigning bargaining unit personnel in the four Fire Department Groups to shifts and companies.



James A. Brett
Special Counsel
Office of Labor Relations



Date



Joseph Tivnan, President

April 30, 1968

MEMORANDUM TO: Chief Stephen J. Kelleher, Fire Department
SUBJECT: Sick Leave Charge Procedure for
Uniformed Fire Fighters

The authority is hereby given to interpret and apply the provisions of the Sick Leave Ordinance, as amended relative to Section 26, Deductions from Sick Leave Credit, under the following understanding:

Deductions from earned sick leave credits shall be made on the basis that only such tours of duty that the employee was scheduled to work shall be deducted when the employee is absent on account of illness.

Such application of deductions on account of illness shall be effective April 7, 1968.

F. J. McGrath
City Manager

This Memorandum shall be considered a part of the contract executed between the City and the Union on February 23, 1973 and is duly executed by the City and the Union this 23rd day of February, 1973.

CITY OF WORCESTER

By: /s/ Eugene R. Gardiner
Eugene R. Gardiner
Personnel Director

LOCAL 1009, INTERNATIONAL
ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO

By: /s/ Raymond E. Whitney
Raymond E. Whitney
President

TO: Lieutenant Raymond E. Whitney
RE: Administration of Sick Leave for Firefighters
Date: February 12, 1973, as amended June 28, 1976

With reference to the administration of sick leave, this is to acknowledge the City's practice in the Fire Department that uniformed members on the so-called "dean's list" will be removed from that list after the period of one (1) year of being on the list.

It is understood, however, that the City reserves the right to require any employees, including those removed from the "dean's list", to produce a doctor's certificate at the discretion of the department head, for each request of such leave, or to place back on the "dean's list" removed individuals who, in the determination of the Chief, are again abusing sick leave.

/s/Dee Moschos

D. M. Moschos
Special Counsel

MEMORANDUM OF UNDERSTANDING #2

Overtime

Insofar as practical in the assignment of overtime service, either individually or by company work shift, the Fire Chief will apply the following standards, consistent with efficient performance of the work involved and the best interests of the operation of the department:

1) Overtime will be awarded on an equal opportunity basis. (It is the intent of this standard that each employee or fire company work shift shall be afforded an equal number of opportunities to serve, with no obligation on the part of the City to equalize actual overtime hours.)

2) To be eligible for an overtime service call, an employee or company shift must, in the opinion of the Fire Chief, be capable of performing the particular overtime task to be assigned by the Fire Chief;

3) A roster will be kept by the department of overtime calls and assignment by name, by date and by hour or by company, as the case may be. In case of a grievance involving such records, they shall be subject to examination by the Union in the presence of the Fire Chief or his representative during business hours.

4) Where overtime service is necessary on a particular assignment at the end of the working day, the overtime opportunity can be granted by the Fire Chief to the employee or company work shift doing that particular assignment on

that day, without need of calling in another employee or company work shift under clause (1) above.

5) Where overtime service is necessary with respect to a particular assignment on a day when an employee or company work shift which ordinarily handles the assignment is not on duty, the overtime opportunity can be granted to that employee or company work shift without need of calling in another employee or company work shift under clause (1) above.

6) Where overtime service must be performed on an emergency basis in the opinion of the Fire Chief, the above standards shall not apply.

7) The term 'company work shift' shall include special or divisional units, such as a scuba team or office team.

8) This Memorandum shall not govern overtime calls resulting from multiple alarms.

9) This Memorandum shall be subject to grievance for abuse of discretion.

10) Overtime shall be terminated at the point members of the unit are dismissed by the office in charge of the department, including overtime under Article XVI (Re Call).

11) Overtime work, including that performed under Article XVI (Re Call), shall be compensated at the rate of time one half one forty-second (1/42) of their regular weekly rate of pay.

/s/ Bernard S. Sengel
7-13-76

/s/ D. M. Moschos
7-13-76

July 23, 1981

MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF WORCESTER
and
LOCAL 1009, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
REGARDING
SQUAD OVERTIME AND MINIMUM MANNING

Whereas the City of Worcester in compliance with the fiscal constraints imposed by "Proposition 2 1/2," Chapter 580 of the Acts of 1980, had removed \$52,009 from the Fire Department Squad Overtime account; and

Whereas the Fire Department expects to be staffed at levels lower than projected in the FY81-82 budget for a significant portion of 1981-82 with little or no prospect of obtaining new hires through the Civil Service list; and

Whereas the International Association of Firefighters proposed in their fiscal '82 bargaining agenda an item requiring minimum manning in the Fire Department;

Therefore, the parties agree as follows:

1. The City will allocate from the existing Salary account to the former Squad Overtime account the \$52,009 that had previously been eliminated. On the basis of this restoration, Squad overtime will be reinstated effective July 25, 1981, with the 8:00 a.m. shift.

2. Uniformed personnel when called to duty on the Squad overtime list are subject to detail to other companies as the Deputy may direct.

3. The City will use the "Squad Overtime List" for call-back of personnel pursuant to this agreement. This agreement does not preclude the expenditure of additional funds for overtime purposes as the Fire Chief determines necessary. Such additional overtime shall be distributed pursuant to other lists: e.g. company call-back lists, etc., as the Chief determines the need exists.

4. The IAFF agrees to withdraw with prejudice proposal number 24, "Minimum Manning", from the fiscal 1982 bargaining agenda.

5. The parties agree that the attached list of guidelines shall govern the procedure for scheduling and utilizing Squad Overtime.

In witness whereof, the Union and the City have caused this Agreement to be executed in their names by duly authorized representatives this day of

CITY OF WORCESTER

LOCAL 1009, IAFF,
AFL-CIO

/s/ Linda R. Rodgers 6-7-82

/s/ Joseph R. Tivnan

Linda R. Rodgers
Co-Director
Office of Labor Relations

Joseph R. Tivnan
President

James F. Nally
Fire Chief

E. David Wanger, Esquire