

Memorandum of Agreement
Between
City of Worcester (the City)
And
Local 1009, I.A.F.F. (the Union)

WHEREAS, the parties have negotiated and reached full agreement about the items remanded by the arbitration panel in J.L.M.C. Case Number 15-4632; and WHEREAS the parties have included in those negotiations other issues and disputes which were not part of that JLMC case; now THEREFORE the parties agree as follows:

1. 24 Hour Shift. The parties' agreement on the adoption of the 24 hour shift is set forth in the Memorandum of Agreement, attached and marked "A," which shall be deemed incorporated herein.

2. In resolution of the remand for an equity adjustment for bargaining unit members employed before July 1, 2009 who have Bachelor's or Master's degrees, such members shall continue to receive the same percentage benefit for such degrees as under prior agreements, and, in addition, shall receive the following flat dollar amounts, added to base pay:

For Bachelor's degrees: \$1,250/year

For Master's degrees: \$1,750/year

These additional amounts shall be effective January 1, 2017, and paid on the same basis as the pre-existing percentagized benefit.

3. Chief's Aides Issues. The parties have resolved issues relating to the duties, responsibilities, qualifications and compensation, as set forth in the Memorandum of Agreement attached and marked Attachment B, which shall be deemed part of this agreement. The City agrees to facilitate attendance for training or courses necessary to achieve ICS certifications.

4. Vacation Scheduling. In resolution of proposals by the City and the Union in the 2014-2015 negotiations, the parties agree to add to the collective bargaining agreement, under vacation scheduling, the following language:

Beginning with the 2018 calendar vacation year, members will submit requests for the ensuing calendar year: Basic vacation, Basic vacation single-week option, Spring/Fall 2-week vacation, and the option to convert P/L's to vacation days through the Company Commander to the Administration **between November 1st and December 1st of the previous calendar year.**

- Existing basic vacation period rules apply.
- All existing single tour rules apply, including converted P/L's.
- Notwithstanding the prior practice of having the Department assign Spring/Fall two week vacations in the first instance, employees will submit their preference for scheduling the "3rd and 4th vacation weeks" in the spring and fall on or before December 1 of the prior year, pursuant to the following criteria:
 - Two-weeks must be taken together, no splitting of the weeks
 - No more than 2-members of the same company/group can opt for the same two week period, or overlapping week's period. (with the exception of the Rescue which is limited to 3 members)
 - Members may submit "Request for Change" of the Spring/Fall vacation one time during the course of the calendar year. Requests must be made at least 14 days prior to the start date of the assigned vacation or 14 days prior to the requested change start date. No exceptions.
- The Administration maintains the right to administer and/or limit all requests for vacations subject to the operational needs of the Department as determined by the Chief regarding the anticipated or known aggregate number of off-duty personnel per tour.
- Members, upon transfer or promotion, may submit a request, within 14 days from the effective date of their transfer to a new assignment, to convert 1 week of their assigned basic period vacation, to Single Vacation Tours, and outside of the Basic Period.

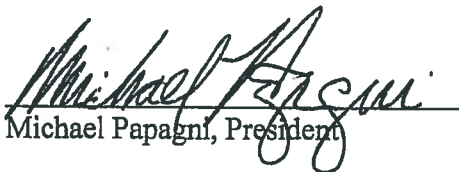
5. The issue of assessment centers is resolved on the basis that: The City withdraws its proposal for an assessment center to fill the bargaining unit position of District Chief; the City may use assessment centers to fill future vacancies in non-unit positions; and the Union shall request that the complaint in Case No. MUP-16-5113 pending at the Department of Labor Relations be dismissed with prejudice.

6. The issue of FMLA reduction is resolved on the basis that: The City withdraws its proposal to modify the use of accrued Sick Leave.

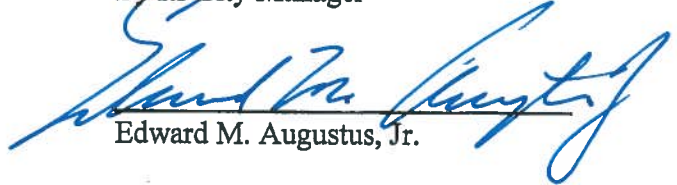
7. Safety Fund. The contractual Safety Fund of \$25,000/year shall be increased to \$40,000 in FY 2017, and the City shall budget \$40,000 going forward in FY 2018.

8. The parties agree to resolve certain disputes pending in arbitration as follows: the arbitrations on NARCAN, defib data, snow shoveling, and IOD-OOG shall all be withdrawn with prejudice, but the snow shoveling and IOD-OOG cases shall be withdrawn without precedent.

LOCAL 1009 I.A.F.F.


Michael Papagni, President

CITY OF WORCESTER,
By Its City Manager


Edward M. Augustus, Jr.

February 28, 2017

Memorandum of Agreement

Between

City of Worcester (the City)

and

Local 1009, I.A.F.F. (the Union)

Section 1. Adoption of the 24 Hour Shift.

Pursuant to the remand directive of the JLMC arbitration panel, the parties agree to strike all references in Article 15 to the so-called 10 and 14 work schedule (Paragraphs 1-3 and 5) and further agree that this Memorandum will supersede contrary provisions in collective bargaining agreements and/or contrary past practice. The parties agree that the 24 hour shift neither enlarges nor diminishes the number of regular hours scheduled for fire suppression fire fighters, and that it is not expected to result in additional benefits or costs.

Section 2. Configuration.

The regular work schedule for fire suppression personnel shall consist of an 8 day work cycle consisting of:

- 1 – 24 hour shift on duty; followed by
- 2 – 24 hour periods off; followed by
- 1 – 24 hour shift on duty; followed by
- 4 – 24 hour periods off.

The format by groups will be: 1-4-2-1-3-2-4-3.

Section 3. Starting and Ending Times.

24 hour tours shall begin at 800 hours and conclude at 800 hours the following day.

Section 4. Maintenance of 10 Hour Day and 14 Hour Night Tours For Certain Purposes.

All references in prior agreements to "days" shall be interpreted to be "tours" of either a 10 hour day tour 08:00 to 18:00 or a 14 hour night tour 18:00 to 08:00. 24 hour tours shall be broken down into 10 hour day tours and 14 hour night tours for purposes of: sick leave; the sick leave bank; personal leave; individual vacation leave; compassionate leave; union leave; military leave; jury duty; traded time (swaps); and both manpower overtime and rescue overtime.

Section 5. Consecutive Hours of Work and Assignment of Overtime.

a. Manpower and rescue overtime shall be filled in 10 hour day tour (holdovers) and 14 hour night tour increments as described in Section 4 via the attached matrix.

b. Traded Time. Traded time (swaps) shall follow the above guidelines, limiting consecutive hours worked to 34 or 38 hours. Swaps may be made for a 10 hour day tour, a 14 hour night tour, or for a full 24 hour shift not contiguous to the fire fighter's own 24 hour shift. Should the use of swaps consistently alter the 1-2-1-4 schedule of any member or members, the issue shall be addressed by the Union and the City, such being done on a case-by-case basis.

c. Except in emergencies, fire suppression personnel shall not work more than 48 consecutive hours.

Section 6. Administration of Sick Leave.

a. Sick leave shall be taken in 10 hour or 14 hour increments as described in Section 4.

b. Notice. Booking on and off from sick leave shall be done between the hours of 6:30 a.m. and 7:00 a.m. for the day tour, and 3:00 p.m. and 3:30 p.m. for the night tour.

c. Employees shall be required to provide the City with a doctor's note prior to his or her return to work after s/he has used two (2) consecutive 24-hour tours of sick leave (or four consecutive tours of 10 and 14 hours).

Section 7. Jury Duty.

a. Employees who are scheduled for a shift on the day before a day on which they are summonsed for jury duty shall be granted the night tour (6 PM to 8 AM) portion of that shift off with pay to facilitate such attendance the next morning.

b. Employees who are scheduled for jury duty on the same day as a scheduled 24 hour work shift shall be granted time off with pay for the day tour to attend to jury duty, but if released from such duty by 3:30 p.m. The employee shall be expected to report for duty on the night tour portion of the scheduled 24 hour shift.

c. Employees who are picked for a jury and held over for continuing jury service on the next (and following) days shall not be required to report for duty on the night tour portion of a 24 hour shift scheduled before continuing jury service, or on the day tour portion of subsequent 24 hour shifts if the jury service is extended for multiple days. Documentation must be provided at the end of the employee's jury service.

Section 8. Super-holiday Pay.

The adoption of the 24 hour shift shall not alter the requirement that so-called super holiday pay is payable only if the member scheduled to work the holiday actually works the holiday.

Section 9. Leave Requests.

The practices in place regarding requests for leaves shall remain unchanged; except that for personal day requests the requirement of 7 days written notice shall be enforced, with the

understanding that the notice provision for such requests will be waived for emergencies. Personal leave may be taken in a 10 hour day tour increment, a 14 hour night tour increment, or a full 24 hour shift.

Section 10. Continuing Discussions.

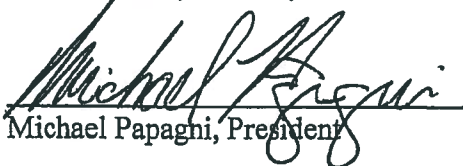
The parties agree to meet every approximately every 60 days to discuss concerns about the transition to the 24 hour shift, including such things as utilization of sick leave, any effect on fire department training, and migration from administrative positions.

Section 11. Effective Date.

The parties agree that the 24 hour shift shall be instituted on April 2, 2017.

Signed this 28 day of February, 2017.

LOCAL 1009, I.A.F.F.,


Michael Papagni, President

CITY OF WORCESTER,
By Its City Manager


Edward M. Augustus, Jr.

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In resolution of various proposals relating to Chief's Aides issues the parties agree:

1. Add to Article 21, as Section K, the following:

"Notwithstanding any language of this Agreement or past practice, the Chief shall have the discretion to select all Chief's aides based upon his/her final determination of qualifications for such assignment".

2. Chief's aides' duties.

- a. Chief's aides may be required as part of their responsibilities to download data in defibrillators.
- b. The arbitration case docketed as Case No. 11 20 1300 0691 shall be withdrawn from arbitration, with prejudice to re-filing. Such withdrawal shall be without precedent as to the meaning of the parties' collective bargaining agreement; accordingly, evidence of the events giving rise to the arbitration, the grievance procedure, and the withdrawal of the arbitration shall not be introduced as evidence in any forum, except for one to enforce the agreement to settle said arbitration.

3. Union #8. The collective bargaining agreement shall be amended, effective April 2, 2017, to add a section as follows:

Section ____: Employees who are assigned to perform so-called primary or secondary Command Technician duties and meet or are working to meet the prerequisites set forth below shall receive a differential of \$1.00/hour during each shift of active duty. In the event the primary and secondary Command Technician is not scheduled for duty or is on any form of leave, the District Chief in his discretion shall assign, from among the fire fighters assigned to that working group, an emergency backup to perform Command Technicians' duties and such employee shall receive the \$1.00/hour differential during each shift of active duty.

4. The parties agree to the attached Operational Guidelines.

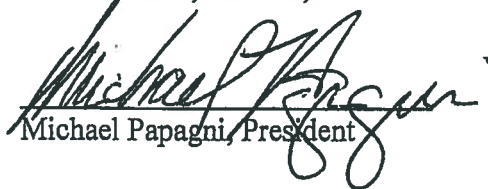
Command Technician (CT) Operational Conditions

- The District Chief's in each operational group will be authorized to choose his/her primary Command Technician with verification and consent of the Deputy of Operations and Chief of Department from the collective members of the WFD in the grade of firefighter .
- The primary Command Technician will make application to the District Chief and WFD Administration that he or she meet or exceed the following prerequisites:
 - A minimum of 10 years operations experience.
 - Exemplary departmental driving record and a valid driver's license
 - Demonstrable knowledge of computers and report writing.
 - Proficiency in the use of portable and base radio channels and communications.
 - ICS 100, 200, 300, 400, 700 & 800 certifications.
 - Demonstrable knowledge of departmental accountability systems and equipment.
- The District Chief's in each operational group will choose a secondary Command Technician with verification and consent of the Deputy of Operations and Chief of Department from the collective members of the station to which the District Chief is assigned.
- The secondary Command Technician will make application to the District Chief and WFD Administration demonstrating that he or she meet or exceed the following prerequisites (*also applicable to members wishing to be emergency back-up CT's*):
 - A minimum of 5 years operations experience.
 - Exemplary departmental driving record and a valid driver's license
 - Demonstrable knowledge of computers and report writing.
 - Proficiency in the use of portable and base radio channels and communications.
 - ICS 100, 200, 700 & 800 certifications.
 - Demonstrable knowledge of departmental accountability systems and equipment.
- Any member of the working group to which the District Chief is assigned may petition for the position of emergency back-up by making application to the District Chief and WFD Administration. d.
- **Duration of assignment, Command technicians:**

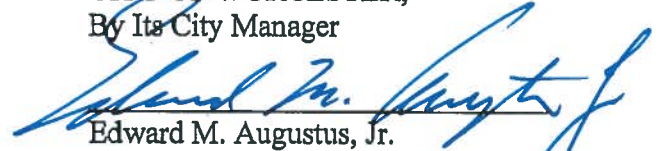
- o All currently assigned primary Command technicians as of the date of execution of this agreement will have the right to remain in their assigned positions for a period of two years from the date of execution of this agreement. They may, however, transfer at their own request at any time, following all applicable transfer procedures.
- o Any subsequent primary Command technicians assigned will be "locked-in" for two years without eligibility for voluntary transfer.

Dated this 28 day of February, 2017.

LOCAL 1009, I.A.F.F.,


Michael Papagni, President

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