

MEMORANDUM OF AGREEMENT

Between
CITY OF WORCESTER
And
LOCAL 1009, I.A.F.F
FY2021-FY2023

This Memorandum of Agreement sets forth the agreements of the parties for a new agreement, to supplement or supersede inconsistent terms of prior agreements in effect through June 30, 2020. This Memorandum is considered off the record and shall not be binding until approved by the City Manager and ratified by the membership of the Union. Failing such approval or ratification, this Memorandum shall not be admissible in any proceeding between the parties, and both parties will be free to revert to bargaining positions prior to negotiations which produced this agreement. The ratified agreement shall be subject to funding in accordance with G.L. c. 150E.

1. Duration

This Agreement covers the three-year period from July 1, 2020 to June 30, 2023.

2. Wages

- A. 2% effective July 1, 2020, for all salary schedules, excluding Step 1.
- B. 2.5% effective July 1, 2021, for all salary schedules, excluding Step 1.
- C. 2.75% effective July 1, 2022, for all salary schedules, excluding Step 1.

3. Hazardous Materials Stipend

Effective July 1, 2021, the Hazardous Material Stipend shall be increased from 2.6% to 3%.

4. Active Shooter Training & Response

The Parties agree that the so-called ASHER (active shooter response) is a service that is aligned with the mission of the Worcester Fire Department. Local 1009 will support the department's efforts to train, equip and deploy resources as deemed appropriate by the Chief or his designee.

5. Juneteenth Holiday

Add Juneteenth as an annual paid holiday on June 19th of each year, beginning in calendar year 2022.

6. Overtime Reform

The Parties agree to modify any conflicting terms in the collective bargaining agreement(s) between the parties with respect to overtime and apply the following conditions. (Note: this also supersedes the Settlement Agreement for Grievance #2011-02):

- A. Eliminate "Rescue Overtime" upon ratification of this contract.
- B. Modify the existing manpower overtime system to be effective upon ratification to support the staffing and deployment policy of the department.
 - a. Overtime will be managed at the station level, overseen by the house captain.
 - b. Overtime will be filled rank for rank whenever possible:
 - i. Firefighter for Firefighter
 - ii. Officer for Officer (Lieutenant and/or Captain)
 - iii. District Chief for District Chief

- C. Mandatory overtime will be used as a last resort to maintain staffing. Local 1009 and the department agree to work together to develop a guideline.
- D. The Chief or his designee may order the return to duty of any and all members to meet the emergency needs of the department. The number of members called to duty and their assignment will be at the determination of the Chief or his designee. Members may be recalled to duty using technology such as a mass alerting system or mobile phone application. Members may not work more than 48 consecutive hours unless the Chief or his designee declares a staffing emergency.

7. Mental Health and Substance Abuse Committee

The City agrees to form a committee, including City management and Union members, to update and revise the current substance abuse policy. The Committee will also review the need for a separate policy or program to address mental health issues.

8. Promotion Criteria

The Fire Chief will promulgate a policy regarding Fire Department promotions, containing the following elements:

The following criteria for eligibility for promotion by rank will apply effective July 1, 2022:

- A. Fire fighters must work 5 years at the rank of fire fighter to be eligible for promotion to the rank of lieutenant.
- B. Lieutenants must work 3 years at the rank of Lieutenant to be eligible for promotion to the rank of Captain.
- C. Captains must work 2 years at the rank of Captain to be eligible for promotion to the rank of District Chief.
- D. "Temporary" time in grade as defined by Civil Service shall be applicable to meet the standards of eligibility.
- E. Any members on Civil Service lists established from tests conducted prior to July 1, 2022 shall not be subject to the criteria herein.
- F. Temporary and provisionally promoted officers shall wear the rank insignia and follow the clothing guidelines for the promoted rank with the exception of the dress uniform.
- G. Members may take the Civil Service promotional exam prior to achieving eligibility as set forth herein, but will not be eligible for promotion until meeting these promotional eligibility criteria.
- H. The Department will implement an assessment center for District Chief promotions. The scoring will be based upon 80% assessment center 20% experience and education for District Chief promotions. The current list will expire prior to any promotion from an assessment center.
- I. The Chief will issue an expanded reading list for Lieutenants and Captains to include department rules and regulations and any SOP's or guidelines.

9. Agency Fee

The Parties agree to delete, in its entirety, Article 9 – Agency Service Fee, from the applicable collective bargaining agreement.

10. Social Media Policy

- A. The parties agree to amend the current Social Media Policy according to Attachment 1 to this memorandum.
- B. The Union agrees to take all steps necessary to withdraw and dismiss the pending Department of Labor Relations Complaint MUP-21-8794 within 15 days of ratification of this agreement.

11. Bi-Weekly Pay

Effective July 1, 2022, or on such later date or as may be determined by the City, the City may convert the existing weekly payroll system to a bi-weekly payroll system provided, however, that the City gives a 90-day notice to the Union and employees of such change.

12. Direct Deposit

Effective July 1, 2022, or on such later date to be determined by the City, all wage payments shall be electronically forwarded by the City directly to a bank account or financial institution designated by the employee for receipt of compensation. The City shall no longer provide compensation to members of Local 1009 by paper check or paper pay stub, effective upon the implementation of Direct Deposit.

13. OPEB Contributions

An employee hired after January 1, 2022, shall contribute one percent (1%) through payroll deduction of the employee's base wage per pay period to the OPEB Trust Fund for retiree health insurance costs.

14. Integrated Contract

The parties agree to work together over the next 18 months to create an integrated contract.

15. Eliminate mileage reimbursement

Notwithstanding any contrary terms of the 2008-2010 MOA, the parties agree that the City will no longer provide a reimbursement for station-to-station details.

16. Transfers and Assignments

The provisions of Article 21, and any other applicable provisions of the Collective Bargaining Agreement, shall be modified as indicated below.

- A. The posting of vacancies and transfers will take place quarterly in accordance with the following schedule:

Bid Period Begins	Transfer Effective
first week of March	first week of April
first week of June	first week of July
first week of September	first week of October
first week of December	first week of January

1. Requests for transfer will expire upon the effective date of the transfer.
2. Requests for transfer will be accepted for the next bid period any time after the effective date of the last transfer period in anticipation of any vacancy that may occur during the period.

- B. The following positions will be bid on an as needed basis and will be subject to qualifications review and assignment by the Fire Chief or his designee. Assignment to these positions is at the sole discretion of the Fire Chief or his designee:
1. Rescue 1 assignments
 2. All staff assignments
 3. All members with the rank of District Chief

Any member assigned to the above can be removed from their current assignment for cause. Members being reassigned will be temporarily assigned to an open position and will be allowed to partake in the bid system as described in Article 21, with the exception of bidding into the assignment they were removed from.

17. Vacation, Personal & Wellness Scheduling

Article 13 of the Collective Bargaining Agreement, as amended by the terms of subsequent memoranda of agreement, shall be further modified to apply the following terms and conditions regarding vacation, personal, and wellness scheduling:

A. Operations Division vacation scheduling:

1. Vacations will be administered at the company level by the company Captain.
2. One assigned member of a company may be off on scheduled vacation or personal leave at the same time. (Rescue may have two members off at any given time.)
3. Multiple requests for the same time off should be mediated by the company Captain first, then governed by rank, and then by seniority.
4. Members may request vacation up until 1800 hours on the evening prior to the start of their scheduled shift.
5. All vacation, personal and wellness leave must be scheduled before November 1st of the leave year. All unscheduled vacation or personal leave shall be scheduled by the company Captain as of November 1 in accordance with the scheduling rules herein.
6. District Chiefs will have the authority to grant two discretionary personal days per district per tour. Only one discretionary personal day will be granted for any given company. Discretionary personal leave is defined as personal leave tour requested by a company member when another member of the company already has time off scheduled.
7. An emergency personal leave shift may be requested by a member to the on-duty District Chief if they have an emergency need and there is no time off available due to other members of their company being scheduled off. Emergency personal leave must be due to unforeseeable circumstances that require the member to be granted leave from work.
8. The Deputy Chief of Operations will oversee District Chief vacation scheduling:
 - a. Only one District Chief from each group may be off on scheduled vacation or personal leave at the same time.
 - b. Multiple requests for the same time off will be governed by seniority in rank.

- B. Staff vacation scheduling will be administered by the Division chain of command. Discretion will be used to ensure services to the public or department are not interrupted.
- C. No member of any fire department division may take more than eight consecutive tours without written permission of the Chief or his designee.

18. Sick Leave Warning:

The parties agree to modify any applicable provisions of the collective bargaining agreements between the parties, including the February 24, 2020 agreement in settlement of grievance #2019-02 to provide for the Chief or designee to review sick leave every two months, and take action accordingly.

19. Wellness Leave Tour/Buyback

The terms of the "Wellness leave Tour/Buyback" provision created by the FY2018 to FY2020 Memorandum of Agreement, and any other applicable terms of the Collective Bargaining Agreement shall be modified as follows:

- A. The group requirement for the wellness tour benefit will no longer apply. Individuals meeting the requirements will be granted the wellness tour.
- B. Any Local 1009 member who uses 5 or less tours for sick leave of any type (including FMLA) in the previous calendar year are eligible for 1 wellness tour.
- C. Members will be allowed to schedule their wellness tour in the same manner as vacation leave in accordance with this agreement.
- D. Members may continue to opt for the buyback according to the terms of the previous agreement.

20. Out of Grade Compensation

Article 22 of the Collective Bargaining Agreement, as amended by subsequent memoranda of agreement including but not limited to the 2011-13 Memorandum of Agreement, shall be modified as follows:

Operational Captains will be paid out of grade for all time spent working in an out of grade capacity filling in for a District Chief.

This agreement has been duly executed by the authorized representatives of the City of Worcester and Local 1009, I.A.F.F.

CITY OF WORCESTER

By: 

Edward M. Augustus, Jr. City Manager

LOCAL 1009, I.A.F.F.

By: 

Michael Papagni, President

ATTACHMENT 1

AN EXECUTIVE ORDER ESTABLISHING A CITY OF WORCESTER SOCIAL MEDIA POLICY

I, Edward M. Augustus, Jr., by virtue of the authority vested in me as city manager, do hereby order and direct the following:

§ 1. PURPOSE

This order establishes the policy of the city of Worcester regarding employees' use of social media.

§ 2. POLICY

A. The City of Worcester ("City") recognizes that social media can be a fun and rewarding way to share our life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

B. The City is committed to ensuring its employees' use of social media does not violate Federal or state privacy, copyright, defamation or discrimination laws. For example, City Departments are required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to ensure that any protected health information ("PHI") that the City creates, receives, uses, or stores is not improperly used or disclosed through any means, including the Internet. The City is also committed to, and has a legitimate interest in, protecting the City's provision of services, its working relationships with other organizations, its confidential and proprietary information, and reflecting favorably on its employees' professional status as public employees and administrators.

C. This policy is not intended to restrict your legal rights, such as your right to engage in responsible social media discussions about things such as wages, benefits, hours, or working conditions. Rather, this policy is designed to help avoid claims against the City or its personnel for things like HIPAA violations, invasion of privacy and breach of contract, defamation, unlawful discrimination, and unlawful harassment. This policy helps to protect you and the City and helps ensure our members conduct themselves in a manner consistent with the City's mission to foster an open and interactive relationship between the community and its government to ensure a better quality of life for all and its core values of inclusion, integrity and innovation.

D. This policy will not be applied or construed in any way that might limit or improperly interfere with any applicable legal rights of City employees, including, but not limited to, any rights under Federal or state labor laws, federal or state constitutions, nor to restrict, change or modify the rights of union members under existing collective bargaining agreements.

E. This policy will not be applied or construed in any way that might limit or improperly interfere with any an employee's right to engage in protected concerted activity. Examples of protected concerted activity include commentary about your wages, hours and benefits or other working conditions.

§ 3. SCOPE

This policy applies to all staff persons including but not limited to employees, volunteers, interns and any other personnel. The policy applies to activity on any Internet site where one may post information and/or images and communicate electronically, including, but not limited to, Facebook, Twitter, Flickr, YouTube, Instagram, etc.

§ 4. DEFINITIONS

“Confidential or Proprietary Information” includes, but is not limited to, any information that is not publicly known: internal reports, internal City confidential communications, and confidential information about the health of other staff members, disciplinary actions or contract negotiations.

“Protected Health Information” is any individually identifiable information that is received, created, maintained or transmitted by the City in any form or media (electronic, paper, or oral) and relates in any way to an individual’s healthcare. Individually identifiable information is information that either identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

“Social Media” are Internet-based sites or tools that facilitate information or content of any sort on the Internet, including, but not limited to, sites such as Facebook, Twitter, Flickr, Instagram, YouTube, and other social media such as web blogs.

“Social Networking” is any means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City.

§ 5. PROCEDURE

A. In general, staff members should think carefully before posting online, because most online social platforms are open for all to see. Despite privacy policies, staff members cannot always be sure who will view, share, or archive the information that is posted. Before posting anything, you should remember that you are responsible for what you posted online. It is always best to carefully consider the risks and rewards with respect to each posting, and to use your best judgment and exercise personal responsibility when posting to any social media sites. If you have any doubt about what you are about to post online, it is better not to post it, since once something is placed in cyberspace, it is difficult to retract the message or image.

B. Each department shall apply this policy in a fair and non-discriminatory manner, consistent with all applicable laws. Keep in mind that any conduct that adversely affects your job performance, the job performance of other staff members, the public, or entities we work with (including others who work on behalf of any department), or otherwise adversely affects the legitimate business interests of a City department, may result in corrective counseling or disciplinary action up to and including termination, subject to protections under existing collective bargaining agreements.

C. What You May NOT Post On the Internet and Social Media

1) Protected Health Information. You may post or otherwise disseminate protected health information (PHI) in any form (text, photo, audio, or video) on the Internet or social media sites. Information that you learn and/or collect about persons while performing duties for any municipal department is generally going to fall under the category of PHI whenever it identifies or reasonably could be used to identify a patient. Things that identify a person include, but are not limited to, a person’s:

- First, last or full name
- Street address, city county, or zip code
- Date of birth
- Phone number
- Social security number
- Medical record number
- Health plan number
- Account number
- Drivers’ license number
- Specific Incident
- Comments regarding outcome or prognosis

- Vehicle identification number or license plate number
- Image or video where the image or video shows the patient's face or other identifying feature

In addition, any information that might reasonably identify someone who is a patient could also be PHI. For example, images or videos of a patient's body or body parts, information about specific response locations and destinations, or information about the nature of an illness, injury, or incident could be enough to identify a patient and could constitute PHI. A good question to ask in order to determine whether the information is PHI is this: *Would someone who knows the patient be able to identify the patient from the information?* If so, as a general rule you should not post it.

2) Confidential or Proprietary Information about a municipal Department. You may not post confidential or proprietary information about the City or any organization or person that the City interacts with in conducting business. This means you should not be sharing things like undisclosed details that are not publicly known or obtainable, about the City's contractual arrangements or other confidential business information with other parties. Please refer to the definition of confidential or proprietary information in this policy, and you may consult with a supervisor if you have any questions about what information might fall under this definition.

Confidential information does not include information about employees' wages, working conditions, employment terms, or information used to organize labor related activities.

3) Explicit or Obscene Sexual Images or Content. You may not post lewd or obscene photographs, images, or any content (text, images or videos) of a sexually explicit nature while in any municipal department uniform or with any City of department equipment or logos in view.

4) Unauthorized Posting Portraying as Being From the City. You may not represent that you are speaking or posting on behalf of any municipal department without the permission of the department head. You should never represent yourself as a spokesperson for the department unless you are designated as such.

5) Content That Unlawfully Harasses, Threatens, or Discriminates Against Others. You may not post content that violates our policies against unlawful harassment and discrimination. Carefully read those policies and ensure your postings are consistent with them. Postings that include discriminatory remarks, harassment, and threats of violence or similar unlawful conduct will not be tolerated. Examples include inappropriate sexual comments about other staff members or discriminatory comments based on age, race, sex, sexual orientation, national origin, ethnicity, disability, religion, veteran's status or other legally protected class, status, or characteristic.

This paragraph is not intended to interfere with employees' rights to use social media to discuss their hours, wages, and work conditions or to otherwise interfere with their rights to engage in protected concerted activity.

6) Sensitive Personal Information about Others. To reduce the risk of identity theft, Medicare and Medicaid fraud, illegal stalking, and other similar illegal conduct, you should not disclose personally identifiable information (such as contact information obtained from department files or records), Social Security numbers, credit or debit card or financial account numbers, medical insurance or account numbers or other similar information about staff members, patients, or vendors on the Internet.

7) Use of City of Worcester or any Department Logo and Uniforms in Images or Video. You may not use the City of Worcester Seal or any department logo, trademark, uniform patch or proprietary graphics in any way unless approved by the city manager. For example, you may not create a social media page using the City of Worcester or any its departments logo as this might suggest to readers that the City is sponsoring the page. You may not post images or videos of yourself or your co-workers that identify you as City staff members or that show you in a municipal department uniform when that image or video depicts you or your co-workers engaging in what appears to be illegal or immoral conduct (such as acts of violence or the use of illegal drugs), or violations of City policy, even if it is being done as a joke. This paragraph does not preclude you from posting photographs/video of yourself on occasions that you are being recognized for your accomplishments as a City employee, such as a promotional or award ceremony.

D. General Rules about Social Networking Related to the Workplace

1) No Expectation of Privacy on City Devices. You should be aware that any Internet activity performed on City –owned, operated, or controlled equipment or via City Internet (hard-wired or wireless) may be monitored at any time and without notice to ensure compliance with the law, this policy and other City computer use policies. This includes City workstations, laptops, mobile data terminals, smart phones, and other electronic devices.

2) No Access to Illegal or Pornographic Sites. You may not access any unlawful sites or any lewd or sexually explicit sites (such as pornography sites) through City equipment or through the City’s Internet connection (hard-wired or wireless) at any time. In addition, you may not access such sites with personal equipment while on city premises or at any time through City hard-wired or wireless networks.

3) No Social Networking during Work Time. You should not engage in social networking activities while engaged in performing work duties (including when operating City vehicles or while in a City vehicle even when not driving) or when work assignments are not completed. However, you are permitted to access the Internet on your own personal equipment when you are not on working time (rest periods and meal breaks).

4) No Taking Videos or Images during Responses or in Areas Where PHI May be Found. To avoid the potential risk of improper disclosure of PHI, as well as to avoid unsafe distractions, you should refrain from taking any images or videos of any kind while on an incident response, while treating patients or otherwise engaged in work activities unless expressly authorized to do so by your department head. Remember, your main focus should be public service and the incident itself.

5) Posting on City of Worcester Sites. The City or any of its departments may use various Internet and social networking tools to communicate with and engage the public and our staff members. The following procedures apply:

- Only designated personnel may post on any City of Worcester or City department social media site at the behest of the department head or appropriate officer. The consent of said posting must be reviewed by the appropriate officer prior to posting.
- On any official sites, pages, or blogs, the city will, at its discretion, delete spam and comments that are off-topic or inappropriate, and will reply to emails and comments when deemed appropriate.

E. Guidelines for Posting On the Internet and Social Media

1) Make it clear you are speaking on your own behalf. If it is not obvious from the content, if you post any comments about the City or its departments on the Internet you should consider:

- Disclosing your connection with the City or any of its departments.
- Using a personal email address (not your City or department address) as your primary means of identification and contact.

Whenever possible, you should make it clear you are speaking for yourself and not on behalf of the City or any of its departments.

Where it is not clear or obvious from the content that the post is our own opinion or view and not that of the City or any of its departments, you should consider using the following disclaimer:

“The views expressed in this [post; blog; website) are my own and have not been reviewed or approved by my employer.”

2) Be Respectful to Your Co-Workers and Members of the Public. Always be fair and courteous to your co-workers and members of the public. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or, if you are not comfortable doing so, by speaking with your supervisor or contacting the Department of Human Resources, and asking them to intervene.

Nevertheless, if you decide to post comments, pictures, memes, complaints or criticism on a social media platform, avoid using statements, photographs, video or audio that reasonably could be viewed as defamatory, malicious,

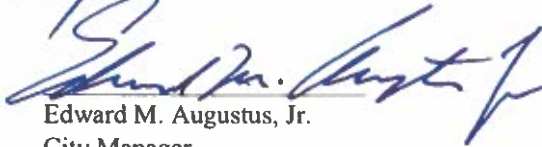
obscene, threatening or intimidating, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation, posts that include hate speech, or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

Nothing in this paragraph is intended to interfere with employees' rights to use social media to discuss their hours, wages, and work conditions or to otherwise interfere with their rights to engage in protected concerted activity.

3) Be Honest and Accurate. Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it as quickly as possible. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false.

4) Retaliation Prohibited. The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

ORDERED at City Hall this 13th day of May, 2022, by,


Edward M. Augustus, Jr.
City Manager

SETTLEMENT AGREEMENT

This Agreement is entered into by and between the City of Worcester ("City") and IAFF, Local 1009 ("Union"), and witnesses the following mutual acknowledgements:

WHEREAS there is a dispute between the parties regarding their Memorandum of Agreement for a successor collective bargaining agreement covering the period of FY21-23;

WHEREAS the City has requested a clarification regarding various aspects of the City's sick leave policies;

WHEREAS, the Union and City want to resolve these matters without additional time and expense involved in protracted litigation;

NOW THEREFORE, in consideration of the above, the parties agree as follows:

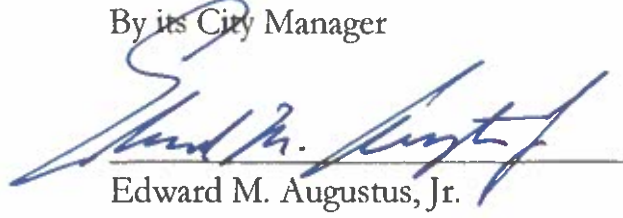
1. The parties agree that the attached MOA represents their entire agreement for a successor collective bargaining agreement covering the period of FY21-23. The City will make a funding request forthwith and comply with its obligations under G.L. c. 150E around such request.
2. The Union agrees to the attached Sick Leave policy dated May 11, 2022, to be implemented at a time after the funding of the MOA and at the discretion of the Chief, and further agrees that the City has complied with its bargaining obligations as to this document.

Dated this 13th day of May, 2022

Local 1009, I.A.F.F.,
By its President


Michael D. Papagni

CITY OF WORCESTER
By its City Manager


Edward M. Augustus, Jr.

Sick Leave

May 11, 2022

PURPOSE AND SCOPE

This policy provides general guidance regarding the use and processing of sick leave. Additional terms for the use of sick leave for eligible employees may be covered in the City personnel manual, employee handbook, or applicable collective bargaining agreement.

This policy is not intended to cover all types of sick or other leaves. For example, employees may be entitled to additional paid or unpaid leave for certain family and medical reasons as addressed in the Family and Medical Leave Policy.

POLICY

It is the policy of the Worcester Fire Department to provide eligible employees with a sick-leave benefit.

Definitions:

Command Staff: The Fire Chief, Assistant Fire Chiefs and Deputy Fire Chiefs make up the Command Staff of the Worcester Fire Department.

USE OF SICK LEAVE

Sick leave is intended to be used for qualified absences, primarily when the member is incapacitated due to injury or illness, preventing them from safely performing their assigned duties. Sick leave is not considered vacation or personal leave. Abuse of sick leave may result in discipline, denial of sick-leave benefits, or both.

Employees on sick leave shall not engage in other employment, self-employment, or other activity that may impede recovery from the injury or illness (see the Outside Employment Policy).

Routine medical treatments and/or appointments shall be scheduled during a member's off time when it is reasonable to do so.

NOTIFICATION

All members shall notify the appropriate supervisor as soon as they are aware that they will not be able to report to work during the book on/off periods of 0630 to 0700 and 1500 to 1530. If, due to an emergency, a member is unable to contact the supervisor, every effort should be made to have a representative for the member contact the supervisor.

When the necessity to be absent from work is foreseeable, such as planned medical appointments or treatments that cannot be scheduled during off time, the member shall, whenever possible and practicable and with as much advance notice as possible, notify their

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District Chief of the impending absence. Members must comply with the book on/off procedures for the approved leave.

EXTENDED ABSENCE

Members absent from duty for four consecutive tours or more are required to furnish a doctor's note. Members must furnish this statement prior to their return to work or within 5 days of the fourth consecutive tour absent, whichever comes first. Members on an extended absence shall, if possible, contact the appropriate member of the Command Staff every 10 days to provide an update on their absence and expected date of return unless instructed otherwise by the appropriate member of the Command Staff.

DOCTORS NOTES:

Members submitting required notes due to an extended absence shall schedule an appointment to meet with the appropriate member of the Command Staff to submit a doctor's note/certificate prior to returning to duty.

Members not on extended absence but choosing or required to submit a doctor's note shall submit notes to a member of the appropriate member of the Command Staff prior to or upon returning to duty, and if requested, meet with the appropriate member of the Command Staff to review such note.

- The initial doctor's note/certificate brought to the office during a sick leave period subject to this policy shall:
 - Clearly indicate that the person on sick leave status "was seen" (examined) by physician
 - Provide the date(s) employee was/will be unable to report to work
 - Provide the date that the employee may return to work, if said date can be determined. If said date cannot be determined, then a date for a follow-up appointment shall be provided.

Any subsequent doctor's note/certificate brought to the office arising out of the same sick leave period shall:

- Clearly indicate that the person on sick leave status "was seen" (examined) by or, in the alternative, "remains under the care of" the individual's physician for the same illness/injury.
- Provide the date that the physician will examine the individual again or, in the alternative, the date that the employee will be able to return to work.

The note shall be written/printed with hospital/doctor's official letterhead and signature or electronic signature/identification. It should clearly indicate the professional title of the medical provider whose signature appears on the note.

EXCUSED SICK LEAVE:

The appropriate member of the Command Staff may excuse sick leave after reviewing the physician's note or reviewing and meeting with the member, reviewing properly formatted and

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submitted doctors note (must conform to the requirements of doctor's notes in the above section) and verifying no pattern of sick leave abuse exists.

Unexcused Sick Leave:

Any sick leave absence not supported by a properly formatted and submitted doctor's note, or any note that was submitted and not approved after a review by Command Staff, shall be considered unexcused.

Any member with eight or more unexcused absences within a 12-month period will be required to submit a doctor's note for each absence for a period of 12 months. It is the member's responsibility to comply with this requirement, notifications or warning letters will not be issued.

Excessive Sick Leave:

When a member's sick leave usage, excused or unexcused, appears to be excessive, the appropriate member of the Command Staff will call for a conference to review sick leave usage, policies, and performance. If the member of the Command Staff determines that the sick leave usage is excessive, he may require doctors' notes for each absence for up to the following 12 months and may begin the disciplinary process.

SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

- (a) Monitoring and regularly reviewing the attendance of those under their command to ensure that the use of sick leave and absences is consistent with this policy.
- (b) Addressing absences and sick leave use when excessive or unusual use has:
 - 1. Negatively affected the member's performance or ability to complete assigned duties.
 - 2. Negatively affected Department operations.
- (c) When appropriate, counseling members regarding excessive absences and/or inappropriate use of sick leave.
- (d) Referring members to an available employee assistance program when appropriate and referring the member to the the Command Staff when warranted.