

## **OFF THE RECORD**

### **CITY OF WORCESTER**

**And**

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

**[FY2024-FY2026]**

This Term Sheet sets forth the terms of the parties for a new agreement, to supplement or supersede inconsistent terms of prior agreements in effect through June 30, 2026. 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 that produced this agreement. The ratified agreement shall be subject to funding in accordance with G.L. c. 150E. Except as otherwise specifically agreed by the parties, the terms of this MOA will have prospective effect.

1. **Duration:** July 1, 2023 through June 30, 2026.

2. **Wages:**

- FY24: 3% across-the-board increase effective July 1, 2023
  - 1% market wage scale adjustment (for all salary schedules) effective June 30, 2024
- FY25: 3% across-the-board increase effective July 1, 2024
- FY26: 2% across the board increase effective July 1, 2025

3. **New, Parental Leave:** Employees shall be entitled to eight (8) consecutive weeks of paid parental leave. Parental leave shall be provided pursuant to the City's Parental Leave policy and in accordance with applicable state and federal leave laws. Parental Leave may not be taken intermittently and shall run concurrently with FMLA leave, if applicable. Parental leave may be taken upon the birth/placement of the child or at the conclusion of the employee's spouse/partner's leave. Employees may not use sick leave for FMLA leave taken for bonding purposes beyond the 8 weeks of paid leave.

4. **Article 23, Compassionate Leave.** Delete and replace with the following:

City agrees to provide each employee of the bargaining unit compassionate leave as follows and all leave must begin on or before the date of the services and must be taken consecutively:

- Six (6) working tours of compassionate leave for the employee for the death of the spouse, son, or daughter of the employee and for the death of a son or daughter of the employee's spouse.
- Four (4) working tours compassionate leave for the employee for the death of the father or mother of the employee or of the employee's spouse.

- Four (4) working tours compassionate leave for the employee for the death of the sister or brother of the employee.
- Four (4) working tours compassionate leave for the employee for the death of a person who has been placed by authority of law under the care of the employee as a guardian.
- Four (4) working tours of compassionate leave for the employee for the death of the stepfather, stepmother, 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.
- Two (2) working tours compassionate leave for the employee for the death of the brother or sister of the employee's spouse.
- Two (2) working tours compassionate leave for the employee 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.
- Two (2) working tours compassionate leave for the employee 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.
- Two (2) working tours compassionate leave for the employee for the death of the grandmother, grandfather, grandson or granddaughter of the employee or the employee's spouse

The District Chief receiving the request for compassionate leave from an employee shall complete a "Request for Compassionate Leave Form", and submit the same to the Chiefs Office with the Daily Attendance Report that includes the entry of such absence.

5. **Swap Language:** Swap language will be amended to permit employees to connect traded time to a 24-hour tour, not to exceed 48-hours.
6. **New, District Chief Staffing:** Two District Chiefs in the same group can be off on benefit time up to two (2) tours (10 or 14 hours) annually per District Chief.
7. **Presumptive IOD:** The parties agree to adopt the language attached to Appendix A, with respect to injured on-duty claims.
8. **Article 12, Sick Leave Bank:** Employees who do not intend to, or are determined to be unable to, return to duty will only be eligible to receive tours from the sick bank, up to their cap, for an additional sixty (60) calendar days. If there is a disagreement between the City Physician and the employee's physician as to whether the employee may return to work, the Parties will engage a mutually agreed upon independent medical provider to provide the deciding opinion. The Parties agree that the independent medical provider will be selected on a case-by-case basis.
9. **Schedule C Vacation, Article 13 Personal Leave:** Amend to provide as follows:

The Paid Time Off Model (PTO) will cover vacation and personal leave. Implementation language will include six months of preloaded time, added in monthly increments, as well

as a one-time retention bonus that will add six months of additional PTO for employees who remain employed for five years from the date of full execution. The only exception to the five-year requirement to earn the PTO retention bonus will be for retiring employees, who will receive the PTO retention bonus on an accelerated basis so they may cash it out upon their retirement. Only employees employed as of the date of the execution of this Agreement will be eligible for the retention bonus. The bonus PTO shall be based on the employee's annual accrual on the full execution of this Agreement, not their then accrual. (See PTO Leave Policy Explanation, attached as Appendix B.)

An emergency PTO 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.

10. **Article 12, Family Sick Leave:** Of the fifteen (15) tours accrued annually, an employee may use up to five (5) tours annually for the illness of a parent, child, or someone within the employee's household. Family sick days do not carry over from year to year. Unused family sick days will remain a part of the employee's overall sick leave accrual for his/her own illness or injury.
11. **New, FIU Positions:** Four Effective June 30, 2026, four members will be assigned to the Fire Investigations Unit and will work on the Operations Division schedule.
12. **New, EAP Position:** The individual assigned to the Department's EAP position will receive a \$150 weekly stipend.
13. **New, Professional Development:** Effective July 1, 2025, the City will budget \$50,000 annually to cover backfill so that members may attend outside training at the discretion of the Fire Chief.
14. **New, Air Consumption Stipend:** Effective January 1, 2026, members will receive an Air Consumption Stipend of two percent (2%) of the base rate, pursuant to Appendix C.
15. **New, Performance Evaluations:** Within 6 months of the full execution of this Agreement, the Parties will establish a committee to explore the implementation of performance evaluations.
16. **Article 6, Union Leave:** The City will permit the individuals holding the following positions to take leave to perform union business as follows:
  - Local 1009 President 5 tours/quarter, 10 tours/year
  - Local 1009 Vice President 5 tours/quarter, 10 tours/year
  - Local 1009 Secretary/Treasurer 5 tours/quarter, 10 tours/year
  - IAFF/PFFM Office Holder 5 tours/quarter, 10 tours/year

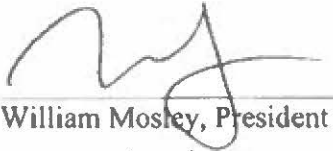
If more than one individual holds one of these titles, this time will be shared among those individuals.

17. **Removal of the Wellness Program:** The parties agree that the wellness day program will be eliminated.

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

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

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

  
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William Mosley, President

Date: 9/9/2024

CITY OF WORCESTER,  
By its City Manager

  
\_\_\_\_\_  
Eric D. Batista

Date: 9-10-24

## EXHIBIT A

### EXPEDITED PROCESSING OF CLAIMS FOR INJURED LEAVE

The parties agree to adopt the following procedures designed to expedite processing of certain claims for injured leave:

When a firefighter sustains an injury during their tour of duty, while performing their duty, and relieved from duty by a physician or other qualified medical provider, the firefighter will forthwith be placed on temporary IOD status following submission of the standard documentation by the Fire Department to the Human Resources Department. Such status will continue until such time as the City can review Department reports and other evidence relating to the incident or call for service and relevant medical records required to be released. If the firefighter fails or refuses to provide relevant records in a timely manner, or the City obtains information showing that the injury was not sustained in the performance of their duty, or that there is some other reason which would disqualify the firefighter from injured leave, upon notification to the Union, the City may unilaterally remove the firefighter from IOD status without a formal or informal hearing notwithstanding and without prejudice to the Union's right to file and pursue a grievance. This expedited processing section may not automatically apply to claims filed for injured leave on the basis of a cardiac and/or psychiatric condition where there is no physical altercation or traumatic event.

A firefighter granted temporary IOD status who is removed from that status shall be placed on paid leave, as applicable and as available. Retroactive payroll adjustments regarding a removal from temporary IOD, if any, may only be completed upon final resolution of the application for IOD benefits where the application is denied/ineligible. Final resolution shall mean an undisputed denial or final disposition of any settlement, grievance, appeal to arbitration, or associated appeal to Superior Court.

Nothing in this section shall impact the rights of either party (or the employee) if there is a dispute subject to the grievance - arbitration procedure.

## EXHIBIT B

### PTO LEAVE POLICY – LOCAL 1009

- (a) Except as set forth herein, Local 1009 accepts the PTO leave policy as presented by City of Worcester (see Attachment entitled *Paid Time Off Leave Rules And Regulations*).
- (b) For Local 1009 members, PTO will accrue monthly as follows:
- 0-5 year anniversary = 11 hours (11 tours/132 hours annually)
  - 5-10 year anniversary = 15 hours (15 tours/180 hours annually)
  - 10+ years = 23 hours (23 tours/276 hours annually)
- (c) For Local 1009 members, their PTO cap will be as follows:
- 0-5 year anniversary = 204 hours
  - 5-10 year anniversary = 288 hours
  - 10+ years = 456 hours
- (d) Members will still be required to use full tours, but they will now have the flexibility to decide whether to use their tours as day or evening tours. For example, a member with 140 hours in their bank could take that time as 14 day tours or 10 evening tours, or any combination thereof.
- (e) The concepts of a “calendar year”, “carry over” and “use it or lose it” will be eliminated. The time in a member’s PTO bank is theirs to use at their discretion, subject to the Department’s operational rules and procedures.
- (f) Employees will accrue PTO leave up to their cap (as set forth above in Paragraph (c)). If a member reaches their cap, they will not accrue any additional PTO hours until they use PTO and drop below their cap.
- (g) Implementation:
1. This proposal contemplates that members will receive their last allotment of time pursuant to the “1200 hour” rule on January 1, 2025, and that members will fully enter the PTO system on January 1, 2026.
  2. With the understanding that the parties will be transitioning to the PTO model during 2025, the City will allow members to carry over any unused time from 2024 into 2025, and then from 2025 into 2026. This time may be used at the

members' discretion or saved toward their retirement cash out. This will allow members who are contemplating retirement to immediately begin building their PTO bank.

- 3 Members will begin to accrue PTO time six (6) months after they receive their last allotment of vacation time pursuant to the 1200 hour rule. This will allow members with an opportunity to build vacation leave pursuant to the new system while still using the vacation time they had accrued pursuant to the former system.
  - For employees currently on the calendar year (i.e., January 1 through December 31), they will receive their allotment of earned time for 2025 on January 1, 2025. They will begin to accrue PTO time pursuant to the new system on July 1, 2025.
- 4 For current employees only,<sup>1</sup> individuals who remain employed with the City for five years from the full execution date of this Agreement will, as a one-time retention bonus, receive the following:
  - Current Employee with less than 5 years of active City employment: 66 hours, up to the applicable cap
  - At least 5 but less than 10 years of active City employment: 90 hours, up to the applicable cap
  - 10 + years of active City employment: 138 hours, up to the applicable cap
  - The bonus PTO shall be based on the member's annual accrual on the full execution date of this Agreement, not their accrual five years from execution. For example, an employee presently in their third year will receive a 66 hour retention bonus, not 90 hours.
5. Employees who resign or are terminated from the City during the five year period will not be eligible for this one-time retention bonus. The City will make an exception for employees who retire from the City prior the issuance of this bonus PTO, at which time the City will add the time to their PTO bank, up to the applicable cap.
6. Individuals hired after the effective date of the agreement between the City and Local 1009 will begin to accrue PTO as of their date of hire, but will not be permitted to use PTO during their first six months of employment.

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<sup>1</sup> Current employees are those employees on the active City payroll at the time of the full execution of this MOA.

## Air Consumption Drill Policy

All members assigned to an operational role will be required to pass the annual air consumption drill. The following principles will apply:

- Members assigned to operations will be required to complete the drill when their company is scheduled for the drill.
  - Make-up drills will be held for members who are off-duty due to illness, benefit time off, IOD or detail to staff.
- Members assigned to staff positions will be required to pass the air consumption drill before transferring or promoting into an operations role.

Members not passing the air consumption drill:

- Will be considered not fit for duty and will be placed on administrative leave pending a determination of a physician.
- Will be required to provide a return to work note from their physician.
- May be required to be medically cleared to return to work from the city physician.
- Once medically cleared they will be required to complete the air consumption drill before returning to work.

Members not passing the air consumption drill for the second time:

- Will be considered not fit for duty and will be placed on sick leave status.
- Will be required to provide a return to work note from their physician.
- Will be required to be medically cleared to return to work from the city physician.
- Once medically cleared they will be required to complete the air consumption drill before returning to work.

Members not passing the air consumption drill for the second time or unable to gain medical clearance within 8 weeks of the first attempt will be required to participate in an interactive conference with Human Resources to determine their ability to return to work or be offered other available employment within the City of Worcester.