

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF WORCESTER
And
I.B.P.O, LOCAL 504
[FY2024-FY2026]**

This Memorandum of Agreement sets forth the agreements of the parties for a new agreement, to supplement and supersede inconsistent terms of prior agreements in effect from July 1, 2023 through June 30, 2026 ("Three-Year MOA"). Except as modified in this Memorandum, the terms and conditions of the previous contract will be carried forward into the new contract. Except as otherwise specifically agreed to by the parties, the terms of this MOA will have prospective effect.

This Three-year MOA will not take effect unless there is successful completion of all of the following approval steps (herein after "approval steps"):

1. Approval by the City Manager;
2. Ratification by the Union membership;
3. Funding by the Worcester City Council in accordance with G.L. c. 150E; and
4. The same approval steps take place for a separate MOA setting forth the terms of a previous two (2) year Agreement (July 1, 2021 through June 30, 2023 ("Two Year CBA"))

Failing the successful completion of all of the approval steps for the Two-Year MOA and the Three-Year MOA, both parties will be free to revert to their bargaining positions prior to the negotiations which produced this MOA.

1. Duration

The duration of this Three-Year Agreement will be from July 1, 2023 to June 30, 2026.

2. Wages

- a. **Effective July 1, 2023**, the base salary schedule (all steps) will be increased by **3.0%** (three percent); Retroactive pay will be provided to those employed for all or part of the CBA year who continue to be employed by the City or whose separation from employment was due to retirement or death. Employees who have been discharged by the City or who resigned or separated for any other reason will not receive retroactive pay.
- b. **Effective July 1, 2024**, the base salary schedule (all steps) will be increased by **3.0%** (three percent); Retroactive pay will be provided to those employed for all or part of the CBA year who continue to be employed by the City or whose separation from employment was due to retirement or death. Employees who have been discharged by the City or who resigned or separated for any other reason will not receive retroactive pay.

- c. **Effective July 1, 2025**, the base salary schedule (all steps) will be increased by **2.0%** (two percent);
- d. **Effective June 30, 2026**, the Parties agree to a **1.0%** (all Steps) Market Wage Scale Adjustment.

3. Rank Differential:

- a. **Effective June 30, 2024**, the steps of the pay scale for Sergeant, attached as **Appendix A**, have been calculated to reflect an **18%** differential over the corresponding Patrol Officer pay scale steps 2-6 as of June 30, 2024. The rank differentials for Lieutenant and Captain will remain at 12% and 10.5%, respectively, over the next lower rank. Retroactive pay will be provided to those employed for all or part of the CBA year who continue to be employed by the City or whose separation from employment was due to retirement or death. Employees who have been discharged by the City or who have resigned or separated for any other reason will not receive retroactive pay. The rank differentials are reflected in **Appendix B**.
- b. **Effective January 1, 2025**, the steps of the pay scale for Sergeant, attached as **Appendix A**, have been calculated to reflect an **18.5%** differential over the corresponding Patrol Officer pay scale steps 2-6 as of January 1, 2025. The rank differentials for Lieutenant and Captain will also increase by **0.5%** to 12.5% and 11%, respectively, over the next lower rank. The rank differentials are reflected in **Appendix B**.

4. Senior Police Official Step

Effective June 30, 2025, a Senior Police Official step will be added to the pay scale for officials who have attained 30 years of service with the City. The new Senior Police Official step will be Step 7 for the Quinn pay scale and Step 8 for the Non-Quinn pay scale and will be **2.0%** above the current top steps.

5. OPEB Contributions:

Any official promoted or hired by the city on or after July 1, 2023, will continue to contribute, through payroll deduction, the required percentage at initial hire of the employee's base wage per pay period to the OPEB Trust Fund for retiree health insurance costs.

6. Health Insurance Plan Design:

Effective upon completion of approval steps, the health insurance plan designs listed in **Appendix C** will be implemented.

7. Performance Evaluations:

Within six (6) months of completion of the approval steps, the Parties will establish a committee to explore the implementation of performance evaluations. Any recommendations coming from said committee will be bargained prior to implementation.

8. Sick Time Reform:

Within six (6) months of completion of the approval steps, the parties will work together to create a policy that provides more accountability in how sick time is tracked and utilized, and that holds employees who abuse sick time accountable for their abuse.

9. Sick Leave and Sick Leave Buy Back:

Effective upon the date this agreement goes into effect, the parties agree to amend the contract as follows:

- Individual sick time accrual shall be capped at 160 days. Employees who currently have more than 160 days shall keep said days, but will not accrue further sick leave unless and until they fall below the 160-day cap.
- Any employee with more than 100 days of sick leave at the time of retirement will be permitted to buy back all days over 100 days up to 160 days at seventy-five percent (75%) of the value of each day.
- There will be a 24-month grace period for those who have 130 days or less of Sick Time, as of the day this agreement goes into effect. Employees who retire within 2 years of July 1, 2024, will be allowed to take advantage of previous sick buyback terms (Any Employee who currently has over 100 days of sick leave will be permitted to buy back no more than 35 days at 100 percent value).

10. Diversity, Equity & Inclusion:

Employees will participate in in-service trainings on topics related to diversity, equity and inclusion.

11. GPS Use

IBPO Local 504 agrees to the implementation of Global Positioning System (GPS) technology within the Worcester Police Department Effective January 1, 2025. The City and the Union acknowledge that the primary goal of the City's use of GPS and technology monitoring systems is to maximize services to the public and Officer Safety and that these systems may be used for a variety of operations-related reasons. The Department shall not randomly review GPS data, and excessive monitoring of employees is not the intended purpose of this new technology, however information gathered and reviewed may be

investigated relating to existing rules, regulations and policy violations and IAW Article 4 Management Rights under the CBA. Prior to the implementation of this technology, the parties will work together to establish a policy setting forth the logistics and parameters of the GPS program.

12. Acceptance of Body Worn Camera Policy:

IBPO Local 504 accepts the Body Worn Camera Policy issued by the Worcester Police Department on February 15, 2023.

13. Integrated Contract:

The parties agree to work together to create an updated integrated contract no later than 12 months after the approval steps are completed. The City shall be responsible for preparing and submitting the first draft to the Union by a date that would allow the parties to sign the integrated CBA within the 12-month time period.

This agreement has been duly executed by the authorized representatives of the City of Worcester and I.B.P.O., LOCAL 504.

I.B.P.O. LOCAL 504,



Richard Cipro, President



CITY OF WORCESTER,
By its City Manager



Eric D. Batista

Date: 9-6-2024