Memorandum of Agreement between the CITY OF WORCESTER And

LOCAL 911, New England Police Benevolent Association

[Collective Bargaining Agreement July 1, 2022-June 30, 2025]

This Memorandum of Agreement sets forth the terms of a three year Collective Bargaining Agreement—July 1, 2022—June 30, 2025 ("Three Year CBA")—between the City of Worcester ("City") and Local 911, New England Police Benevolent Association ("Union"). The Three-Year CBA Memorandum will not take effect unless there is successful completion of all of the following approval steps (hereinafter "approval steps"):

- The approval steps for the parties' MOA for a one year Collective Bargaining Agreement—July 1, 2021-June 30, 2022 ("One Year CBA")--are successfully completed;
- Approval by the City Manager;
- Ratification by the Union membership; and
- Funding by the Worcester City Council

Assuming the successful completion of the approval steps, except for the changes outlined below, the terms of the parties' current CBA shall remain in effect for the term of the <u>Three-Year CBA</u>.

Failing the successful completion of the approval steps, both parties will be free to revert to their bargaining positions prior to the negotiations which produced this MOA.

1. Duration

July 1, 2022-June 30, 2025

2. Wages

- a. Effective July 1, 2022, the base salary schedule (all steps) will be increased by 2.75% (two and three quarters 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 for any other reason will not receive the retroactive pay.
- b. 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 for any other reason will not receive the retroactive pay.

- c. Effective June 30, 2024, the Parties agree to a 1.0% Market Wage Scale Adjustment (all steps shall be increased by 1%); and
- d. Effective July 1, 2024, the base salary schedule (all steps) will be increased by 3.0% (three percent);

3. Paid Details

Effective no later than 30 days after the successful completion of the approval steps:

- (4 or 8 hours) For any detail, an officer who works more than four hours will receive a minimum of four hours of pay for the hours worked between four and eight hours inclusive. For example, under these circumstances, an officer that works five hours shall be paid an amount equal to eight hours of detail pay.
- This change shall apply to all details where the detail is either requested by/for a 3rd party vendor or a contractor/vendor is doing the work.
- <u>City details shall be exempt</u> from 8-hour minimum where City DPW, Sewer Dept. or other city department is requesting the detail and is the primary contractor performing the work.
- The current practice of 4-hour minimum and hour-for-hour after 4-hours will remain unchanged for funerals, bars, bank details, etc.
- Time and a half hour-by-hour detail rate after 8 hours will remain unchanged.

4. Paid Detail Rate

Effective no later than 30 days after the successful completion of the approval steps, the detail rate will be \$60/hour for all paid details.

5. Daily/Weekly Cap On Work:

Effective no later than 30 days after the successful completion of the approval steps:

Workday cap increased to 18 hours. Weekly cap increased to 96 hours. For purposes of the weekly cap, the week shall run from Sunday through Saturday.

6. Integrated Contract

The parties agree to work together to create an updated integrated contract, including by deleting moot language 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.

7. Body Worn Camera Stipend

Employees hired on or after July 1, 2023, shall not be entitled to the annual Body Worn Camera stipend (\$1,300).

8. Performance Evaluations

Within 6 months of the successful completion of the approval steps, the Parties will work together to establish a committee to explore the implementation of performance evaluations.

9. Sick Time Reform

The parties will work together to create a policy that provides more accountability in how sick time is tracked and utilized, and to establish agreeable standards and criteria for abuse and employee accountability should it occur.

10. Sick Bank Reform

The tiebreaking vote in the event of a disagreement on whether to approve or deny an application for sick bank leave will be a mutually agreed upon third party outside of the Worcester Police Department and Human Resources. In addition, the parties agree to work together to accomplish reforms to current sick bank procedure within 6 months of the successful completion of the approval steps.

11. Civil Service

The parties will work together to form a study committee within six (6) months of the successful completion of the approval steps to review eliminating Civil Service from the Department.

This agreement has been duly executed by the authorized representatives of the City of Worcester and Local 911, N.E.P.B.A.

LOCAL 911, N.E.P.B.A.,

Daniel Gilbert, President

Michael Prizio. Vice President

Soseph Vigliotti, Secretary

Timothy Reynolds, Treasurer

Date: 06/30/33

CITY OF WORCESTER,

By its City Manager

Eric D. Batista

Date: 6/30/23