

MEMORANDUM OF AGREEMENT

between
City of Worcester
and
Local 504, I.B.P.O

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 through June 30, 2009. Memorandum 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 the negotiations which produced this agreement.

1. Duration. The new collective bargaining agreement shall be effective through June 30, 2013. Language items agreed to by the parties will be effective on approval of funding, or as otherwise specified. Economic items will be effective on the specified dates.

2. Wages. Wages shall be increased by 2.0% effective July 1, 2012.

3. Health Insurance.

a. Contribution Rate. The City's contribution rate to group health insurance, regardless of date of appointment, shall be 75%, and the employee shall pay the remaining 25%. This provision shall be effective July 1, 2011 (with deductions being taken in June, for coverage in July, as per existing practice).

b. Plan Design. The parties agree to replace the existing health insurance plans and plan designs and implement new health insurance plans¹ and plan designs developed by the City (as outlined on the attached open enrollment summary)² to be purchased for the FY 2012 plan year pursuant to MGL 32B, section 3. In consideration of the Union's agreement regarding health insurance plans, the City agrees to dedicate its savings from the adoption of such plans to support funding in the FY 2012 budget sufficient to avoid demotions of bargaining unit personnel in that fiscal year, and upon passage of such a budget, not to demote any police official during FY 2012 employed at the time this agreement is executed.

c. Premium Incentive. A premium incentive will be available to members in FY 2012 when selecting a lower cost health plan (whereby the member will not have payroll deductions for health insurance premiums). The premium incentive on the City Direct plan will be for 8 weekly pay periods and the premium incentive on the City Advantage Plan will be for 4 weekly pay periods.

¹ Members must fill out enrollment paperwork to enroll in one of the new plans. For members who do not fill out enrollment forms, the City will determine the appropriate replacement plan.

² A fourth plan (as outlined on the separately attached plan summary) will be available for police officials to enroll in a family health plan when an eligible member of their family permanently lives out of the coverage area of the three primary plans offered by the City (out of New England).

will be for 8 weekly pay periods and the premium incentive on the City Advantage Plan will be for 4 weekly pay periods.

4. Stipends and Allowances. In consideration of the Union's agreement to City proposals reflected below in the provisions of FMLA (Attachment A), Injured Leave (Attachment B), and Arbitration, the Clothing Allowance Stipend, the Civil Process Server Stipend, and the Defibrillation Stipend shall be eliminated and in consideration of the continuing regulations and requirements, shall be added to the annual base salaries effective July 1, 2011 per Attachment C.

5. Sick Leave Buy Back. The parties agree, effective in calendar 2011, to adopt an annual sick leave buy back incentive for police officials modeled on the City of Worcester's Executive Management buy back policy. Unit members will continue to accrue ten (10) hours sick leave per month (15 days per year), with the continuing option to participate in the Sick Leave Bank by donation of 16 hours (two days) per year.

Police officials who use five (5.0) or less sick days in one calendar year (beginning in calendar 2011) can opt to convert up to seven (7.0) accrued sick days minus the number of sick days used to be paid at 75% of the daily rate in effect at the beginning of the following calendar year (beginning in calendar 2012). For example, a police official who uses two sick days in calendar 2011 can opt to convert five (5) days [7 days minus 2 days] to a buy back, such days to be paid at 75% of the daily rate (the equivalent, in this example, of 3.75 days' pay based on the rate in effect on January 1, 2012).

6. Vacation Leave Buy Back. Effective January 1, 2012, police officials may buy back up to seven (7) days of vacation leave, of vacation days not used in the previous vacation year (starting with the unused vacation from 2011) to a cash payment at the rate of 75% of the rate of pay effective on each January 1. For both the vacation buy back program and the sick leave buy back under paragraph 5 above, the employee must submit a signed buy back request, on forms approved by the City, on or before January 15, so that such buy back payments may be processed through the typical payroll process by the end of January.

7. Sick Leave Conversion. Notwithstanding any prior agreements in Article 14A, Sick Leave or subsequent MOAs, the parties agree that City Ordinance Ch. 3, Section 12 as of April 27, 2011 applicable to Executive Management personnel shall govern sick leave buy back upon retirement. A police official who has accumulated in excess of one hundred (100) sick days may buy back up to thirty-five (35) such days in excess of the 100 day threshold, such days to be converted to administrative leave and paid in a lump sum upon retirement.

8. Court Time. The Worcester Police Policy and Procedure #470, Section N, adopted in November, 2008, prohibiting dual pay status shall not apply to situations where an officer is assigned to attend court, actually appears for court as scheduled, and is released from court. Even though such officer is still being paid the court time minimum upon such release, he or she shall be permitted thereafter to accept such detail work as may be available in accordance with the usual rules applicable to details.

9. Administrative Days. Delete Article 15 and replace Article 17 with the following language:

1. Administrative days are paid days off from work which a police officer receives due to working a five (5) days on, two (2) days off schedule (5+2), rather than a four (4) days on, two (2) days off (4+2) schedule.
2. Over the course of a year, officers who work a 4+2 schedule will receive seventeen (17) more days off per year than those who work a 5+2 schedule; therefore, the latter receive seventeen (17) Administrative days off per year.
3. Administrative leave days will be scheduled by the Chief, in his sole discretion. The scheduling of Administrative days off will take place in advance of the calendar year of entitlement. At the Chief's discretion, officers will have the option, at the command level and with the unit commander's permission to schedule their Administrative leave days on an as needed basis. Officers must schedule their Administrative leave days prior to earning the next day and under no circumstances will Administrative leave days be carried into the next calendar year.
4. Administrative leave days may be taken only in whole day (eight (8) hour) increments.
5. Officers who wish to work overtime on an Administrative leave day are allowed to do so with the written permission of the Chief of Police. However, absent the express permission of the Chief of Police as described herein, officers are strictly prohibited from scheduling or manipulating Administrative leave days in order to take advantage of overtime opportunities.
6. The parties agree that the policy detailed in paragraph five (5) is in accordance with City Ordinance Chapter 3, Section 26, because Administrative leave days are the equivalent of the extra unpaid days off received by officers on the 4+2 schedule. For purposes of the Ordinance, an officer on a 5+2 schedule who is working overtime on an Administrative leave day as detailed in paragraph four (4) is not in a 'dual pay' status as contemplated by the Ordinance.

10. FMLA. Effective upon funding of this Agreement, a new article will be added as per Attachment "A".

11. Injured Leave. Effective upon funding of this Agreement, a new article will be added as per Attachment "B".

12. AAA As Arbitrator. The following language shall govern all pending and future grievances:

Within thirty (30) days after the City Manager's Answer, the union but not any individual police officer, shall have the right to invoke arbitration, by advising the

City in writing of its intent to do so. The parties may select an arbitrator, by mutual agreement, within fifteen (15) days of the City's receipt of the notice of intent to arbitrate. Failing such a selection, the union shall forthwith file a demand for arbitration with the American Arbitration Association (AAA), which the City may answer under its rules. Upon the selection of an arbitrator, the Demand for Arbitration and the Answer shall be transmitted to the arbitrator. The arbitration shall in any event be conducted under the Voluntary Labor Arbitration Rules of AAA, and the fees and expenses of the arbitrator shall be born equally by the Union and the City.

If there is no appeal to the next authority within the time limits specified herein, the grievance will be conclusively presumed to have been settled. Failure by the City to answer the grievance within the time limits set forth herein shall be considered as a denial of the grievance.

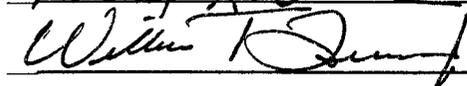
The decision of the impartial arbitrator shall be final and binding upon the City and the Union, provided, however, that the arbitrator shall be without power to alter, amend, add to or subtract from the provisions of this Agreement, or the rules and regulations of the City and the Charter, Ordinances and statutes concerning the City, as they are part of this Agreement. The arbitrator shall interpret only such cases and determine such issues as may be submitted to him by the written agreement of the parties.

The Arbitrator shall make no award for grievances arising or initiated prior to April 27, 2011. Grievances may be settled without precedent at any stage of the grievance procedure until issuance of a final award by the arbitrator.

13. Study Committee. The parties agree to participate in a study committee of two officials and two city representatives to review the issue of outside employment, off City hours (such as running an in-service training in another town or a detail in a surrounding town), which will conclude its study on or before June 30, 2013.

LOCAL 504, I.B.P.O.

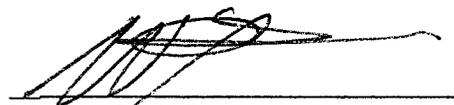




Date: 5-5-11

CITY OF WORCESTER

By its City Manager


Michael V. O'Brien

Date: 5.5.11

ATTACHMENT A

Article : FMLA

Section 1. The City Manager shall have the right, in accordance with federal law, to promulgate regulations and policies to implement the provisions of and designate leave under the Federal Family and Medical Leave Act, provided that such regulations or policies do not negate any negotiated leave benefit contained in an express provision of the parties' collective bargaining agreement.

Section 2. An employee who uses leave because of his/her serious medical condition must use accrued sick or vacation leave while on FMLA.

Section 3. An employee who uses leave because of the serious health condition of an immediate family member must first use accrued vacation and then take the remainder of the leave as unpaid leave (as sick leave under the City's sick leave policy is for the illness or off-the-job injury of the employee), except as expressly provided in Article 14 of the collective bargaining agreement.

Section 4. Notwithstanding the City and Federal rules to the contrary, a serious health condition resulting from an approved line of duty injury for which benefits pursuant to M.G.L. c. 41, §111F are granted shall not be designated as FMLA leave, if the employee returns to full duty. An employee who does not return to full duty may have the last twelve (12) weeks of his/her absence on §111F leave designated as FMLA leave.

Section 5. The parties shall continue to observe the practice in effect during the negotiation of the 2007-2010 agreement regarding the relationship between the granting of FMLA leave and benefits or conditions based on seniority.

Injured Leave

Add the following article titled Injured Leave:

Section 1. When a Police Officer is incapacitated for duty because of injury or illness sustained in the performance of duty (including paid detail duty) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with M.G.L. Chapter 41, Section 111 F (and pertinent appellate decisions) and will be indemnified for reasonable and customary expenses in accordance with M.G.L. Chapter 41 Section 100, subject to the provisions outlined below and pursuant to the Department's Injury on Duty Policy.

Section 2. Determination of IOD Status. The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41, Section 111F shall be made by the City Manager or his/her designee. Prior to the approval of eligibility for benefits under this section, the Police Officer shall be placed on non-occupational sick leave. If such an officer is later determined to be eligible for injured leave, his/her sick leave shall be restored to the initial date of eligibility. If the officer has insufficient accrued sick leave to remain on the payroll, then the officer will be placed on sick leave through the sick bank until the determination is made. If the officer is later determined to be eligible for injured leave, the days used from the sick leave bank shall be restored. If the officer is denied IOD status, such days will not be restored. An officer denied IOD status, after being placed in the sick bank pending the determination of IOD status, may thereafter apply to the sick bank if he or she has opted to join it and in accordance with the usual criteria and procedures.

Section 3. Physical/Psychological Examinations. The City may require a Police Officer who requests benefits under this section to submit to physical or psychological examinations, at the expense of the City, prior to being placed on IOD Status and at reasonable intervals once such status has been granted. Such examinations may include the assessment of incapacity, diagnosis, prognosis and causation.

Section 4. As a condition of receiving benefits under C. 41, § 111F or reimbursement of medical expenses under C. 41, § 100, the employee shall sign a release to the City for all hospital and medical records which are relevant to the determination of eligibility for such benefits. All employee medical information will be kept strictly confidential as provided by all applicable laws.

Section 5. Disputes involving eligibility for benefits under this Article shall be resolved under the grievance - arbitration provisions of this Agreement.

**SCHEDULE 4 - UNIFORMED POLICE,
LOCAL 504, IBPO (POLICE OFFICIALS)**

**Effective 7/1/2011
PROPOSAL**

PAY GRADE		MINIMUM STEP 2	STEP 3	STEP 4	MAXIMUM STEP 5
<u>No Degree</u>					
<u>SERGEANT</u>	HOURLY	\$31.55	\$32.46	\$33.41	\$34.30
96	WEEKLY	\$1,262.00	\$1,298.40	\$1,336.40	\$1,372.00
	ANNUAL	\$65,849.36	\$67,748.66	\$69,731.44	\$71,589.00
<u>LIEUTENANT</u>	HOURLY	\$35.57	\$36.36	\$37.22	\$38.03
97	WEEKLY	\$1,422.80	\$1,454.40	\$1,488.80	\$1,521.20
	ANNUAL	\$74,239.67	\$75,888.51	\$77,683.46	\$79,374.04
<u>CAPTAIN</u>	HOURLY	\$39.43	\$40.06	\$40.67	\$41.27
98	WEEKLY	\$1,577.20	\$1,602.40	\$1,626.80	\$1,650.80
	ANNUAL	\$82,296.04	\$83,610.94	\$84,884.10	\$86,136.39
<u>Associate's Degree</u>					
<u>SERGEANT</u>	HOURLY	\$34.62	\$35.62	\$36.67	\$37.65
96	WEEKLY	\$1,384.88	\$1,424.92	\$1,466.72	\$1,505.88
	ANNUAL	\$72,261.06	\$74,350.29	\$76,531.35	\$78,574.67
<u>LIEUTENANT</u>	HOURLY	\$39.04	\$39.91	\$40.86	\$41.75
97	WEEKLY	\$1,561.76	\$1,596.52	\$1,634.36	\$1,670.00
	ANNUAL	\$81,490.41	\$83,304.13	\$85,278.57	\$87,138.21
<u>CAPTAIN</u>	HOURLY	\$43.29	\$43.98	\$44.65	\$45.31
98	WEEKLY	\$1,731.60	\$1,759.32	\$1,786.16	\$1,812.56
	ANNUAL	\$90,352.41	\$91,798.80	\$93,199.28	\$94,576.79
<u>Bachelor's Degree</u>					
<u>SERGEANT</u>	HOURLY	\$37.69	\$38.79	\$39.93	\$40.99
96	WEEKLY	\$1,507.76	\$1,551.44	\$1,597.04	\$1,639.76
	ANNUAL	\$78,672.76	\$80,951.92	\$83,331.27	\$85,560.33
<u>LIEUTENANT</u>	HOURLY	\$42.52	\$43.47	\$44.50	\$45.47
97	WEEKLY	\$1,700.72	\$1,738.64	\$1,779.92	\$1,818.80
	ANNUAL	\$88,741.14	\$90,719.75	\$92,873.68	\$94,902.38
<u>CAPTAIN</u>	HOURLY	\$47.15	\$47.91	\$48.64	\$49.36
98	WEEKLY	\$1,886.00	\$1,916.24	\$1,945.52	\$1,974.32
	ANNUAL	\$98,408.78	\$99,986.66	\$101,514.45	\$103,017.20
<u>Master's Degree</u>					
<u>SERGEANT</u>	HOURLY	\$39.23	\$40.37	\$41.56	\$42.67
96	WEEKLY	\$1,569.20	\$1,614.70	\$1,662.20	\$1,706.70
	ANNUAL	\$81,878.61	\$84,252.74	\$86,731.22	\$89,053.17
<u>LIEUTENANT</u>	HOURLY	\$44.26	\$45.24	\$46.32	\$47.33
97	WEEKLY	\$1,770.20	\$1,809.70	\$1,852.70	\$1,893.20
	ANNUAL	\$92,366.51	\$94,427.56	\$96,671.24	\$98,784.47
<u>CAPTAIN</u>	HOURLY	\$49.08	\$49.87	\$50.63	\$51.38
98	WEEKLY	\$1,963.20	\$1,994.70	\$2,025.20	\$2,055.20
	ANNUAL	\$102,436.97	\$104,080.60	\$105,672.04	\$107,237.40

FY12 Open Enrollment Summary

The City of Worcester Health Insurance Plan Choices - Effective July 1, 2011

Benefits	New FY '12 BCBS Plan	NEW for FY '12 The City of Worcester Advantage Plans	
		Direct	Advantage Tier 1* Tier 2*
Plan name	Network Blue N.E. Options Plan (with Three Tiers*)		
Deductible	\$250/\$750 (T2/T3)	\$200/\$600	Tier 1* Tier 2* \$250/\$750
Routine Physical Exams	\$0	\$0	\$0
PCP office visit	T1: \$15 T2: \$25 T3: \$35	\$15	\$15 \$20
Specialist visit	\$35	\$25	\$25 \$30
Emergency room	\$100	\$100	\$100
Inpatient hospital	T1: \$150 T2: \$200 T3: \$500 after deductible	\$200 after deductible	\$250 after deductible \$500 after deductible
Same day surgery	T1:\$150 T2:\$200 T3:\$500 after deductible	\$100 after deductible	\$150 after deductible \$300 after deductible
Diagnostic services (Lab, X-ray, etc.)	T1 \$0 T2/T3 \$0 after deductible	\$0 after deductible	\$0 after deductible
Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)	T1: \$50 hospital or non-hospital T2: \$50 after deductible hospital or \$50 non-hospital T3: \$450 hospital after deductible or \$50 non-hospital	\$50 non-hospital or \$100 hospital after deductible	\$50 non-hospital or \$100 hospital after deductible
Rx	\$10/\$25/\$45	\$10/\$25/\$45	\$10/\$25/\$45

(*Listed premiums, plan designs, and contribution rates are subject to changes due to collective Bargaining or by the authority of the City Manager when applicable.)