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MEMORANDUM OF AGREEMENT #2A  
between

THE CITY OF WORCESTER  
and  
WORCESTER CLERKS' ASSOCIATION

(July 1, 2003 - June 30, 2004)

WHEREAS, the City of Worcester (the "City") and the Worcester Clerks' Association (the "Association") have been negotiating for a successor contract to the Agreement which was scheduled to end June 30, 2003 and

WHEREAS, the City and the Union have come to terms relative to a new contract between the parties; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement pending the drafting of a new contract document;

NOW, THEREFORE, the City and the Association agree as follows:

The existing contract shall be continued in full force and effect, except as modified herein, pending the drafting of a successor contract document.

**1. ARTICLE 5, WAGES**

The parties agree to amend paragraph 2 to provide for the following increases:

(a) Effective July 1, 2003 the City shall provide a one-quarter percent (0.25%) base wage increase for actual service.

**2. ARTICLE 25, CONDITION AND DURATION OF AGREEMENT**

The parties agree to amend the Article to provide for a one-year agreement beginning July 1, 2003 and ending June 30, 2004.

This Agreement is subject to ratification by the Association and by the City Manager, and to appropriation by the City Council.

This Agreement has been duly executed by the authorized representatives of the City of Worcester and the Worcester Clerks' Association.

WORCESTER CLERKS' ASSOCIATION

CITY OF WORCESTER

By: Michael Galvin  
Michael Galvin, President

By: D. M. Moschos  
D. M. Moschos, Esq., Special Counsel

Dated: 6/27/06

Dated: 6/27/06

By: William S. Ahalt  
William S. Ahalt, Esq., Counsel

Dated: 6/27/06

RATIFIED:  
WORCESTER CLERKS' ASSOCIATION

RATIFIED:  
CITY OF WORCESTER

By: Michael Galvin  
Michael Galvin, President

By: Michael V. O'Brien  
Michael V. O'Brien, City Manager

Dated: 7/11/06

Dated: \_\_\_\_\_

By: William S. Ahalt  
William S. Ahalt, Esq., Counsel

Dated: 7/11/06

**CONFORMED COPY**

**MEMORANDUM OF AGREEMENT #5**  
between

**THE CITY OF WORCESTER**  
and  
**WORCESTER CLERKS' ASSOCIATION**

(July 1, 2004 - June 30, 2007)

WHEREAS, the City of Worcester (the "City") and the Worcester Clerks' Association (the "Association") have been negotiating for a successor contract to the Agreement which was scheduled to end June 30, 2004 and

WHEREAS, the City and the Union have come to terms relative to a new contract between the parties; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement pending the drafting of a new contract document;

NOW, THEREFORE, the City and the Association agree as follows:

The existing contract shall be continued in full force and effect, except as modified herein, pending the drafting of a successor contract document.

**1. ARTICLE 5, WAGES**

The parties agree to amend paragraph 2 to provide for the following increases:

(a) Effective July 1, 2004, the City shall provide a two percent (2.0%) base wage increase for actual service.

(b) Effective July 1, 2005, the City shall provide a two percent (2.0%) base wage increase for actual service.

(b.1) RESERVED FOR FUTURE USE.

(c) Effective July 1, 2006, the City shall provide a two percent (2.0%) base wage increase for actual service.

(d) Effective September 1, 2006 or the date of ratification of this Agreement, whichever is later, the City shall provide a three percent (3.0%) base wage increase for actual service.\*

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\* See Item 2(c).

**CONFORMED COPY**

(e) RESERVED FOR FUTURE USE.

**2. ARTICLE 7, HEALTH INSURANCE**

Amend paragraph 1 of Article 7 to provide the following changes to the current health insurance plan and contributions:

(a) Effective September 1, 2006:

- Amend Plan Design as follows: \$10 co-pay per office visit for all plans; \$10/\$20/\$35 prescription drug co-pay for all plans; and \$50 co-pay per emergency room (ER) visit for Fallon (Blue Choice ER visit co-pay is already \$50).

(a)(1) Effective January 1, 2006:

- The City's contribution rate for the Master Medical shall be set at 60% effective January 1, 2006; the subscribing employee shall pay the remaining 40% of the Master Medical premium.
- The City's contribution rate for active employees hired on or after June 30, 2006, for all plans other than Master Medical, shall be set at 75%; the subscribing employee shall pay the remaining 25% of the premium for all plans other than Master Medical.

(b) Effective July 1, 2006: For employees hired before July 1, 2006, the City's contribution rate towards all health plans other than Master Medical shall be set at 80%; the subscribing employee shall pay the remaining 20% contribution towards all health plans other than Master Medical.

(c) It is understood and agreed that, notwithstanding the provisions of Article 13, Severability & Savings Clause, if any portion of the health insurance amendments set forth in this section, which are essential components of the parties' settlement, are held to be invalid by a tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision is in any way restrained, then the City shall have no obligation to pay or to continue in effect the salary increases set forth in paragraph 1(d) above until such time as a final judgment is rendered and not appealed and which declares such provisions valid or removes any restraint on their enforcement.

(d) The parties further agree, in the drafting of a comprehensive collective bargaining agreement, to update the language of the health insurance article to remove obsolete language and, as necessary, to conform its language to the specific terms of this agreement.

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**2A. ARTICLE 9, OVERTIME**

The parties agree to amend the Article by adding a new paragraph 4, which will read as follows:

4. If an employee actually works more than 8 hours in one day or more than 40 hours in one week, the employee shall be paid at a rate of time and one-half the employee's regular hourly rate of pay.

**2B. ARTICLE 20, TUITION REIMBURSEMENT**

(a) The parties agree to amend the Article by deleting sub-paragraph E, and reestablishing the Article.

(b) The parties agree to further amend the Article by establishing a new sub-paragraph E, which will read as follows:

E. If the employee enrolls and participates in a course that is tuition-waived, the employee will be eligible to receive reimbursement in the amount of \$50.00 for the purchase of books for the course. The total amount of reimbursement shall not exceed \$50.00 per semester or \$100 per academic year. The employee will be required to submit proof of course completion with a grade of C or higher.

**3. ARTICLE 25, CONDITION AND DURATION OF AGREEMENT**

The parties agree to amend the Article to provide for a three-year agreement beginning July 1, 2004 and ending June 30, 2007.

**4. ARTICLE 18, EMPLOYEE BENEFITS**

The parties agree to amend Article 18, *Employee Benefits* by adding a new sub-paragraph 8 entitled, *Parking Expenses*, which will read as follows:

8. Parking Expenses. The City agrees in fiscal year 2007 to implement a Section 132 IRS Parking Plan, subject to the rules of the Internal Revenue Service.

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5. NEW ARTICLE , RECLASSIFICATIONS

RESERVED FOR FUTURE USE.

6. HEALTH INSURANCE "BUY-OUT" PROGRAM

RESERVED FOR FUTURE USE.

7. NEW HIRING RATE

Effective 7-1-06 the City may establish a new hiring step rate for all pay grades, which will be 3.5% lower than step 1 of the pay schedule. Notwithstanding any thing to the contrary, the City may hire at the hiring step for all pay grades.

This Agreement is subject to ratification by the Association and by the City Manager, and to appropriation by the City Council.

This Agreement has been duly executed by the authorized representatives of the City of Worcester and the Worcester Clerks' Association.

WORCESTER CLERKS' ASSOCIATION

CITY OF WORCESTER

By: \_\_\_\_\_ /s/  
Michael Galvin, President

By: \_\_\_\_\_ /s/  
D. M. Moschos, Esq., Special Counsel

Dated: \_\_\_\_\_ June 27, 2006

Dated: \_\_\_\_\_ June 27, 2006

By: \_\_\_\_\_ /s/  
William S. Ahalt, Esq., Counsel

Dated: \_\_\_\_\_ June 27, 2006


CONFORMED COPY

RATIFIED:

WORCESTER CLERKS' ASSOCIATION

By:   
Michael Galvin, President

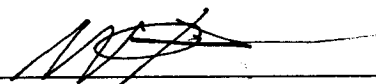
Dated: 7/11/06

By:   
William S. Ahalt, Esq., Counsel

Dated: 7/11/06

RATIFIED:

CITY OF WORCESTER

By:   
Michael V. O'Brien, City Manager

Dated: \_\_\_\_\_

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**MEMORANDUM OF AGREEMENT**  
between

**THE CITY OF WORCESTER**  
and  
**WORCESTER CLERKS' ASSOCIATION**

(July 1, 2007 - June 30, 2008)

WHEREAS, the City of Worcester and the Worcester Clerks' Association have negotiated for a successor contract to the 2004-2007 Agreement, and

WHEREAS, the City and the Union have come to terms relative to the new contract between the parties; and

NOW, THEREFORE, the City and the Association agree as follows:

The existing contract shall be continued in full force and effect, except as modified herein, pending the drafting of a successor contract document.

**1. ARTICLE 5, WAGES**

The Parties agree to amend paragraph 2 of Article 5 to provide a three percent (3.0) base wage increase effective July 1, 2007.

**2. HIRING STEP ADJUSTMENT**

In consideration of establishing a new hiring step 3.5 percent less than step 1 of the salary schedules, the, effective July 1, 2006, the City agrees to adjust steps 1-6 by + 0.75 percent, effective July 1, 2007, after the adjustment is implemented in paragraph one.

**3. ARTICLE 25, CONDITIONS AND DURATION OF AGREEMENT**

The Parties agree to amend the Article to provide for a one year agreement beginning July 1, 2007 and ending June 30, 2008.

This Agreement is subject to ratification by the Association and by the City Manager, and to appropriation by the City Council.\*

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\* Added to Conformed Copy.

