

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF WORCESTER
AND
LOCAL 504, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS
FOR A SUCCESSOR AGREEMENT**

WHEREAS, the City of Worcester ("the City") and Local 504, International Brotherhood of Police Officers ("the Union") have been negotiating for a successor contract to the parties' agreement for the period July 1, 1993 through June 30, 1996 ("the Agreement"); and

WHEREAS, the City and the Union have come to terms relative to a successor contract to the Agreement; and

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

NOW, THEREFORE, it is agreed by the City and the Union, as follows:

1. The Agreement shall be continued in full force and effect for the period July 1, 1996 to June 30, 1997, except as modified herein.

2. Article 2, Unit Representation: Amend Article 2 to substitute "Local 504, International Brotherhood of Police Officers" for "Worcester Police Officials Association".

3. Article 3, Union Dues and Agency Fee: Amend Article 3 to

substitute "Local 504, International Brotherhood of Police Officers" for "Worcester Police Officials Association".

4. Article 12, Clothing Allowance: Amend Article 12(a) by inserting the following sentence after the second sentence currently appearing in the Article:

"Effective July 1, 1996, the clothing allowance shall be increased to \$1,000 per year".

5. Article 18, Compassionate Leave: Amend Article 18, Item (c), to change the bereavement leave allocation from three (3) days to five (5), and add to Item (c) the category, after son or daughter, "stepson or stepdaughter". Amend Item (g) to delete "stepson or stepdaughter". Delete the current Item (h) in its entirety and redenominate the current Item (i) as Item (h).

6. Article 19, Blue Cross/Blue Shield Participation: Amend Article 19 to add a new paragraph 7, which will state as follows:

"7. Effective upon the signing of this Agreement, the City may take all reasonable measures to ensure that it recovers the full health and dental insurance premium due from all bargaining unit members, including the use of so-called "double payroll deductions" in the first month of a bargaining unit member's insurance enrollment, for the purpose of recovering the first month's health insurance premium from members of the bargaining unit".

7. Article 20, Wages: Amend this Article to be consistent with the following increase:

"Effective July 1, 1996 there shall be a 3% across-the-board wage increase".

In order to be eligible for any retroactive payment under this Article, a member of the Union must have been in payroll status as of the date of the execution of this Memorandum of Agreement, provided, however, that persons who have retired between July 1,

1996 and the date of the execution of this Memorandum of Agreement shall be deemed to be in payroll status for the period of their actual service.

8. Article 20, Wages: Amend this article to add the following paragraph:

"3. Effective upon the signing of this Memorandum of Agreement, the City may change the pay day for Union employees from Wednesday of each week to Friday of each week. The parties will meet to discuss an orderly implementation of such change in pay day and the prorata payment of additional wages, if any, due unit employees because of such change. In consideration of the foregoing, effective upon the implementation of a Friday pay day, unit employees shall have the option of having their weekly payroll check directly deposited into a financial institution with whom the City has a direct deposit arrangement. Implementation of direct deposit shall occur as soon as practicable within the City's payroll processing system."

9. Article 31, Miscellaneous: Amend Article 31 to provide for the following language to be inserted after section 7:

"8. Union President.

It is agreed that, for the tenure of his or her office, the President of the IBPO, Local 504 shall be allowed to work the day shift. In addition thereto, and notwithstanding any other provision of the Agreement, during the tenure of his office, the President of IBPO, Local 504, shall be entitled to devote such time as is reasonably necessary to the conduct of Union-related business during his or her regularly scheduled tour of duty. The parties acknowledge that, while on duty, the primary and overriding obligation of the Union President, or his or her designee, is the performance of his or her official police functions, and that such functions take precedence over Union activities. Union-related business shall include, but not be limited to, grievance processing, attendance at meetings with the Chief of Police, or his or her designee, attendance at collective bargaining meetings, disciplinary hearings, administrative or other meetings, attendance at meetings of the Executive or Legislative branches of City government, meetings of unit employees, and other matters which promote a more effective working relationship between the City and the Union.

In the absence of the President of IBPO, Local 504, the Secretary/Treasurer of IBPO, Local 504, or other such designee of the President, shall be entitled to devote such time as is reasonably necessary for the conduct of Union-related business in accordance with the foregoing provisions."

Executed this 21 day of JUNE, 1997.
THE CITY OF WORCESTER LOCAL 504, IBPO

By: Thomas R. Hoover
Thomas R. Hoover
City Manager

By: Stephen D. Rhieu
Stephen Rhieu
President

Approved as to form and content:

Approved as to form and content:

By: A. T. Rice
Anthony T. Rice, Esq.
Coordinator of Labor Relations

By: Brian K. Harrington
Brian K. Harrington
General Counsel
Local 504, NAGE/IBPO