

AGREEMENT

Between

THE CITY OF WORCESTER MUNICIPAL CORPORATION

And

TEAMSTERS UNION LOCAL #170

(DPW CLERICAL EMPLOYEES)

July 1, 2009 – June 30, 2010

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AGREEMENT

This agreement is made and entered into at Worcester, Massachusetts pursuant to the provisions of General Laws, Chapter 150E, as amended, by and between the City of Worcester, a municipal corporation hereinafter referred to as the "City" or "Municipal Employer" and Teamsters Truck Drivers' Union, Local 170, hereinafter referred to as the "Union".

This Agreement as to hours, wages, and working conditions is entered into by and shall be binding upon both parties hereto, their successors and assigns, until terminated as hereinafter provided.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any department or agency of the city government which is expressly provided for by the State Statute, City Charter, or ordinances of the City of Worcester, except as expressly limited herein. Notwithstanding anything contained herein the City agrees to impact bargain regarding any proposed changes in the terms and conditions of employment.

PREAMBLE

It is mutually agreed that both parties to this agreement are desirous of reaching an amicable understanding with respect to the Employer/Employee relationship which presently exists between the parties, and to enter into an Agreement as per the certification from the Commonwealth of Massachusetts Labor Relations Commission Case # MCR 4634, covering all employees under the certification that has brought both parties together to negotiate this Contract.

It is further acknowledged that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work including overtime and conditions of employment.

It is also intended that the following Agreement shall be an instrument provided by the Massachusetts Statutes and consistent with the rules and regulations relating to the Civil Service Commission and the Retirement Board.

ARTICLE 1
UNION RECOGNITION

1.1. The City recognizes and acknowledges that the Teamsters Union, Local #170 is the Exclusive Representative of all Employees in the bargaining unit in accordance with the certification of the State Labor Relations Commission, Case # MCR 4634. The City of Worcester also recognizes the Union as the Exclusive Representative for the Clerical Employees in the Worcester Department of Public Works, including any other employee in the following job classifications as they may appear in the various divisions of the department. Excluding all other job classifications such as Supervisors, and members of other bargaining units.

DEPARTMENT OF PUBLIC WORKS

- 1.2. Account Clerk
 Clerk and Typist
 Clerk and Stenographer
 Customer Service Representative
 Data Entry Input/Output Clerk
 Head Clerk¹

¹ Secretary to the Commissioner of Public Works is specifically excluded from the bargaining unit.

Principal Account Clerk
Principle Book Keeper
Principal Clerk
Principal Clerk and Typist
Principal Clerk and Stenographer
Senior Account Clerk
Senior Bookkeeper
Senior Clerk and Typist
Senior Clerk and Stenographer
Senior Customer Service Representative

ARTICLE 1A

UNION – DUES CHECKOFF

1A.1. The City shall, for the duration of this Agreement, deduct regular Union dues from the regular paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction.

1A.2. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union.

1A.3. The authorization for Union dues shall be on a form acceptable to the Employer and the Union and shall contain the following sentence: "I agree to indemnify and save the City harmless against all forms of liability arising out of the deduction of money for Union dues from my pay."

ARTICLE 1B

AGENCY SERVICE FEE

1B.1. Effective the thirtieth (30th) day following the beginning of employment, or the thirtieth (30th) day following formal execution of this Agreement, each permanent full time employee of the bargaining unit who is not a member in good standing of the

Union shall be required as a condition of employment, to pay a monthly service fee during the life of this Agreement, to the Union, in an amount equivalent to the cost of collective bargaining and contract administration. The Employer shall also notify the Union of the names and addresses of any new full time permanent employees within ten (10) days of their hiring.

1B.2. At the election of employees, said Agency Service Fee may be deducted from his wages in accordance with Chapter 180, Section 17A of the Massachusetts General Laws, upon presentation of the signed authorization. Said authorization may be canceled by sixty (60) days written notice to the City; an employee who does not authorize the City to make weekly payroll deductions as provided herein shall make the Agency Service Fee payment directly to the Union Treasurer.

1B.3. No action by the City shall be considered against any Employee of the bargaining unit for failure to meet his agency fee obligations unless the Union certifies in writing to the City that said Employee has not met the obligation imposed by this Article.

1B.4. The Union agrees to indemnify and save the City harmless against all claims, suits, or other forms of liability arising out of the deductions of such agency service fees from employee pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union — who will provide such information to the City Treasurer as may be required by said City Treasurer under General Laws, Chapter 180, section 17G.

1B.5. It is understood by the City and the Union that the deduction of the agency service fee shall be made by the City through the Treasurer only during the existence of an executed agreement between the City and the Union.

ARTICLE 2
PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if employees refuse to enter work premises where they are in reasonable fear for their safety. The Union and employees understand they must comply with all provisions of G.L. c. 150E, specifically §9A, the prohibition against strikes by public employees.

ARTICLE 3
SEVERABILITY & SAVINGS CLAUSE

3.1. If any Article or Section of this Agreement or of any Supplements or amendment thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or amendments thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

3.2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be a time limitation of thirty (30) days for such written notice. If no notice is received within thirty (30) days, negotiations on replacement language will be postponed until the subsequent round of bargaining for a new agreement.

ARTICLE 4
MANAGEMENT'S RIGHTS

4.1. It is understood that the employer shall have the exclusive control of its operation. Nothing in this Agreement shall be deemed to limit the City in any way in the exercise of the regular and customary functions of management, including: the direction of the working force, the establishment of plans for increased efficiency, the adoption of standards of performance and quality, the right to hire and promote employees in accordance with civil service law, the right to discipline, suspend, discharge or demote employees in accordance with civil service law, the right to select or employ supervisory employees, the right to transfer or relieve from duty because of lack of work or lack of funds for the position, the right to determine from time to time the number of hours worked per day and per week, the right to establish and enforce rules and regulations pertaining to personal hygiene, conduct and deportment of employees, the determination of employee classifications, the determination and interpretation of job descriptions, the planning, termination, direction and control of all operations and services of the Department, the institution of technological changes, the selection of systems or equipment, the alteration, addition or elimination of existing methods, equipment, facilities or programs, the determination of the location, number or training of personnel in the Department, or its units or programs, the determination of whether employees in any classification are to be called in for work at times other than their regularly scheduled hours, and the determination of the classifications to be called, the determination of whether equipment should be leased or purchased on either a temporary or permanent basis, the right to assign employees, the right to grant and schedule leaves, including placement on administrative leave, the right to assign

employees to shifts, including the changing of shifts from time to time, the right to create and change shifts, including the establishment, determination and change, from time to time, of shift times and the determination of the number of shifts and the changing of the number of shifts; and the power to make appropriation of funds, except to the extent abridged by specific provisions of this agreement or law. The City agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and will not modify or alter any terms and conditions of this Agreement.

ARTICLE 5

NO STRIKE OR LOCKOUT CLAUSE

5.1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the City, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

5.2. The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing², sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

5.3. The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity,

² Informational picketing is excluded.

refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

5.4. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this agreement and will be just cause for disciplinary action by the City against an employee and such other action that the City may deem appropriate.

5.5. The City may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

ARTICLE 6

NON-DISCRIMINATION CLAUSE

6.1. The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age³ or handicap/disability or sexual orientation³ or genetic information as protected by law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment because of race, color, religion, sex, national origin, or age³, or handicap/disability or sexual orientation³ or genetic information, as protected by law. The City and the Union agree that there will be no discrimination by the City or the Union against any employee because of his or her membership in the Union or because of any lawful activity and/or support of the Union.

³ As defined by law.

6.2. This provision shall not be grievable if an action has been, or will be, filed before the Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, or the Worcester Human Rights Commission.

6.3. Any employee who elects to pursue the grievance arbitration route will be restricted to recovery of remedies permitted under the contract. Employees who choose to pursue statutory procedures may find that they provide different remedies not available through the grievance procedure.

ARTICLE 7

GRIEVANCE AND ARBITRATION

7.1. A “grievance” is defined as a dispute regarding the interpretation or application of an express provision of this Agreement. Any matter which occurred, or failed to occur, prior to this Agreement, will not be subject to this grievance procedure. It is the intention of the parties that all grievances arising between the parties during the period covered by the Agreement shall be adjudicated in the following manner:

7.2. An aggrieved employee or employees, or the union acting on his/her behalf, should explain the situation orally to the employee’s immediate supervisor within seven (7) days of the occurrence of the aggrieved action, or within seven (7) days after the employee became aware, or should have reasonably become aware, of the matter out of which the grievance arose.

7.3. The supervisor, either alone, or in consultation with his supervisors, shall reach a decision and communicate it orally to the employee within two (2) working days of the presentation to him of the complaint.

7.4. If the oral disposition of the grievance by the immediate supervisor is not satisfactory to the employee or the union, the employee must reduce the grievance to writing, specifying all pertinent details of the grievance, together showing the article, section, and subsection of this Agreement, under which the employee brings his or her grievance, and also the specific remedy sought. Additional unrelated issues may not be raised at any subsequent step, unless agreed upon by both parties in writing. The written grievance should be submitted to the employee's division head within three (3) working days of receipt of the oral disposition.

7.5. The division head must make a written disposition to the employee and the union within five (5) working days of the receipt of the written initiation.

7.6. If the grievance remains unresolved to the satisfaction of the employee, the employee or the Union may file within five (5) working days of the receipt of the disposition of the division head a separate written appeal to the department head.

7.7. The department head shall take such actions as may be required to obtain all relevant information on the substance of the grievance. If the employee is to be interviewed, the Union shall be notified prior to the interview, and shall have the right to be present at the interview.

7.8. Within five (5) days of the receipt of the appeal from the employee or Union, the department head shall render a written decision on the matter and communicate the same to the employee, Union, division head, and the City Manager or his designated representative.

7.9. If the employee or Union remains unsatisfied with the disposition of the grievance at the department head level, the employee or the Union may, within five (5) working days of the

issuance of the department head's opinion, submit a separate written appeal to the City Manager or his designated representative.

7.10. The City Manager, or his designated representative, shall have the authority to take such action as he may deem necessary to obtain all relevant information concerning the substance of the grievance, including, by way of example and not of limitation, the scheduling of a hearing at which the employee and the Union may appear and participate. The City Manager, or his designated representative, shall have ten (10) days to render a written decision on the matter, and shall communicate the same to the employee and the union.

7.11. If the employee or the Union is not satisfied with the disposition of the grievance at the City Manager level, the Union may, within five (5) working days submit an appeal to arbitration. The grievance shall be submitted to an arbitrator selected through the American Arbitration Association (AAA) in accordance with its rules and procedures. The expense of such arbitrator will be borne equally by both parties. The arbitrator shall render a decision in writing to both parties within thirty (30) days of the closing of the arbitration hearing. It is also understood that the arbitrator, in making his or her decision, shall not modify, amend, or change any of the terms and conditions agreed to by the parties in the contract.

7.12. In the course of the grievance adjudication, up to and including arbitration, no matter will constitute a 'past practice', as that term is commonly understood, unless it is confirmed or written in the contract, memoranda of agreement, or other writing acknowledged by the parties. City ordinance or statute, or rule or memorandum issued by the City Manager.

7.13. Time limits may be waived only by agreement of the parties. If there is no appeal to the next authority within the specified time limit, the grievance will conclusively be presumed

to have been denied. "Working days" shall mean Monday through Friday of every week, excluding Holidays.

7.14. The employee or Union may file an appeal within the specified timeframe from the working day after the disposition was due.

7.15. The Employee or the Union shall have access to public information in accordance with M.G.L. c. 66, §10, for proper investigation of the grievance. The Union shall have the reasonable right to call necessary witnesses, subject to the operational and staff needs of the City, as determined by the department head, and to have witnesses excused from duty for the hearing before the arbitrator.

7.16. No representative or agent of the Union, nor any witness called by the Union, shall receive compensation from the City for those hours spent in connection with any activity under this article, or hearing of any grievance, except as provided herein, specifically in the Steward clause (Article 8). For the hearing before an arbitrator, the steward, the grievant, or authorized witnesses shall be excused from duty, and shall receive regular pay for those hours excused. In no event will overtime compensation be paid for time spent in connection with any activity under this article.

7.17. If the City believes that it has been aggrieved by a Union interpretation or application of this contract, it may submit a written grievance to the Business Agent of the Union within seven (7) working days from the date of said grievance. The representative of the Union shall issue a response in writing within ten (10) working days.

7.18. If this response does not settle the grievance to the satisfaction of the City, the City will have the right to appeal to an arbitrator selected through the procedures of (AAA) within five (5) working days.

7.19. If the City receives no answer to its grievance, it may consider the grievance was denied upon the last permissible day, and may file an appeal within five (5) working days to the arbitrator.

7.20. The award of the arbitrator shall be final and binding upon all parties subject to the following conditions:

- (a) The arbitrator shall make no award for grievances initiated prior to the effective date of this article.
- (b) The arbitrator shall have no power to add to, subtract from, or modify this contract.
- (c) The arbitrator shall only interpret such items, and determine such issues, as are submitted to him by the parties.
- (d) Grievances may be settled without precedent at any stage of the procedure until the issuance of a final award by the arbitrator.

7.21. Workers' compensation claims under M.G.L. c. 152 will not be subject to the grievance procedure.

7.22. Any matter under the jurisdiction of the Civil Service Commission, the Worcester Retirement Board, or matters filed before the Equal Opportunity Commission, Massachusetts Commission Against Discrimination, or the Worcester Human Rights Commission, will not be subject to the grievance procedure.

ARTICLE 8

UNION REPRESENTATION AND STEWARDS' APPOINTMENT AND DUTIES

8.1. The City recognizes the right of the Local Union to designate one Steward and alternates if needed, from the City's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his or her Employer or the designated City Representative in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to perform duties, or any other interference with the City's business.

8.2. Job Stewards and alternates have no authority to take strike action, or any other action interrupting the City's business.

8.3. The City recognizes these limitations upon the authority of stewards and their alternates. The City, in so recognizing such limitations, shall have the authority to impose proper discipline, in the event that the shop steward has taken strike action, slowdown or work stoppage, in violation of this Agreement. The City and the Union retain their respective views regarding whether the City can hold the Union liable for unauthorized acts by the steward. The Union denies that it can be held liable for such unauthorized acts.

8.4. It is understood that Union activities, other than adjustment of grievances, shall not be carried out on City time or property. The Business Agent of the Union shall be allowed all reasonable access to employees covered by the contract, provided he gives reasonable notice to DPW management regarding his intention to be on the DPW premises. The Business Agent or Secretary Treasurer of the Union reserves the right to remove the steward for the good of the Union.

8.5. The Union shall furnish to the City a written list of Union Stewards and other representatives immediately after their designation and the Union shall notify the City of any changes.

8.6. Stewards will be allowed to use a reasonable amount of work time for the adjustments of grievances. The City reserves the right not to pay Stewards for time spent on grievances, if the privilege is being abused. Before taking time to work on grievances, stewards agree to inform their supervisors. Supervisors will allow stewards this time to work on grievances, provided it does not disrupt the operations of the department.

8.7. Stewards and representatives will be considered on a regular eight (8) hour shift as far as pay is concerned, and under no circumstances shall overtime be accrued for the performance of adjustment of grievances.

8.8. No one shall be eligible to serve as a steward unless he has been an employee for one (1) year.

ARTICLE 9
UNION ACTIVITIES

9.1. Not more than once every five (5) years, the City will provide a leave of absence without pay, up to two (2) weeks to the employees who are appointed or elected to act as delegates to attend any convention of the Teamsters Union. No more than two (2) employees from the unit will be approved. Delegates must submit a letter from the Union indicating that they have been duly appointed or elected by the Union.

9.2. Any employee member of the Union acting in any official capacity whatsoever, shall not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the City's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 10
CREDIT UNION/BANKS

10.1. The City agrees to deduct a certain specific amount each week from the wages of those employees who shall have given the City written authorization to make such deductions. The amount so deducted shall be remitted to any Federal Credit Union or bank weekly at the discretion of the employee.

10.2. The City shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

ARTICLE 11
LEAVE OF ABSENCE

11.1 Any employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for medical reasons in accordance with Chapter 31 Section 37. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and job for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

ARTICLE 12
LOSS AND DAMAGE

12.1 Employees shall not be charged for loss and damage of City Property unless clear proof of willful negligence is shown.

ARTICLE 13
TERMS AND CONDITION OF EMPLOYMENT

13.1. In accordance with Chapter 150E, the City agrees not to change the terms and conditions of employment of the members of this bargaining unit during the life of this Agreement without engaging in collective bargaining with the Union.

ARTICLE 14
EXAMINATIONS

14.1. All medical examinations when required by the City and performed under their direction shall be paid for by the City. Employees, other than applicants, shall be paid not to exceed two (2) hours at the straight time hourly rate of pay.

14.2. If a dispute develops between the City and the Union as to whether or not the employee is physically qualified to work, the Union and the City shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the City.

ARTICLE 15
FAMILY AND MEDICAL LEAVE ACT

15.1. All employees who worked for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

15.2. Eligible employees are entitled to up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

- (a) Birth or adoption of a child or the placement of a child in foster care;
- (b) To care for a spouse, child or parent of the employee due to a serious health condition;
- (c) A serious health condition of the employee.

15.3. The Employer may require the employee to substitute accrued paid vacation or other paid leaves, for any leave of any duration up to twelve (12) weeks of the family leave act.

15.4. The employee is required to provide the Employer with at least thirty (30) days' advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable.

15.5. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second opinion at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health care provider selected by the first and second opinion health care providers, at the Employer's expense may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an unexcused absence.

15.6. The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave.

15.7. As a condition of returning to work, an employee who has taken leave due to his or her own serious health condition must be medically qualified to perform the functions of his or her job.

15.8. It is specifically understood that an employee will not be required to repay any of the contributions for his or her health insurance during the FMLA leave, provided he/she returns at the end of the leave. No employee will be disciplined for requesting or taking FMLA leave under the allowable guidelines of the statute.

15.9. Disputes arising under this provision shall be subject to the grievance procedure.

15.10. The provisions of this Section are in response to the federal FMLA and shall not supersede any state or local law which provides for greater employee rights.

15.11. Extension of Maternity Leave. An employee, upon application in writing and for medical reasons certified by the employee's attending physician, may be granted by the City Manager an extension of said maternity leave for a period not to exceed three (3) additional months.

15.12. Return From Leave. Employees returning from leave will be assigned to the same or equivalent positions which they held prior to their leave. In the event that the leave was for medical reasons, a written medical release may be required prior to the employee's return.

15.13. Withdrawal. In exceptional cases, such as interrupted pregnancy, the employee may make written application for reinstatement during the leave, accompanied by a physician's statement of good health. Such reinstatement may be granted by the City Manager.

15.14. Use of Benefits. An employee may use their accrued Sick Leave, Vacation Leave, and Personal Leave in conjunction with the employee's Maternity Leave either before, during or after said Maternity Leave provided, however, the need for Sick Leave is documented by a physician (at the employee's expense).

15.15. Leave Expiration. If an employee who has been granted a Maternity Leave of Absence or extension in accordance with this provision fails to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated.

ARTICLE 16
COMPENSATION CLAIMS

16.1. The City agrees to cooperate toward the prompt processing of employees' on-the-job injury claims when such claims are due and owing as required by law.

16.2. The City shall provide Workers' Compensation protection for all employees even though not required by state law or the equivalent thereof, if the injury arose out of or in the course of employment.

ARTICLE 17
PROGRESSIVE DISCIPLINE

17.1. The City shall not discharge or suspend any permanent employee without just cause. The City agrees to provide written notice of termination or suspensions of more than five (5) days to the Business Agent of the Union. In the event the affected employee brings an action against the City for invasion of privacy, the Union agrees to indemnify the City for said claim. Nothing contained in this article shall be construed to nullify or limit the City's obligation to provide information to the Union as required by G.L. c. 150E. The form of discipline may include verbal warning, written warning, suspension and termination.

17.2. In accordance with Civil Service law, specifically c. 31, §41, no permanent Civil Service employee will be terminated or suspended for more than five (5) days without a prior hearing before the Appointing Authority. As required by law, the City is required to give written notice three (3) working days before said hearing. The purpose of the hearing is to determine if there is just cause for the termination or suspension. For suspensions of five (5) working days or less, Civil Service employees must be given written notice of same within one

(1) working day of the imposition of the suspension. Employees then have two (2) working days to request a hearing in writing to the City Manager.

17.3. Discharge or suspension of permanent Civil Service employees must be by proper written notice in accordance with Civil Service law, specifically G.L. c, 31, §§ 41-45.

ARTICLE 18
MILITARY LEAVE CLAUSE

18.1. The City will comply with all obligations provided by state and federal law regarding employees' military leave.

ARTICLE 19
COURT APPEARANCE

19.1. If an employee is a witness in a court proceeding in which the employer is a defendant, the employee may be excused from work and will be paid for the time he appears in court, provided his required appearance is not the result of his own misconduct or negligence. It is understood, however, that the employee must report to work if his presence is not required in court.

ARTICLE 20
BULLETIN BOARDS

20.1. The Employer agrees to provide suitable space for union notices in each place of work for bargaining unit members. Said bulletin board or other space may also be used for official notices from the Employer.

ARTICLE 21
SEPARATION OF EMPLOYMENT

21.1. Upon discharge, the Employer shall pay all money due to the employee forthwith. Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

ARTICLE 22
SENIORITY

22.1. Seniority for employees governed by this agreement shall be defined as the date they received their permanent Civil Service appointments, and as further defined by Chapter 31 Section 33 as amended. In accordance with Chapter 31, Section 67, the City agrees to maintain and provide a copy of its seniority list to the Union.

22.2. Regular employees in order of their seniority shall have preference:

- (a) In selection of starting times for employees in the same classification and in the same divisional section, where there are different starting times within a divisional section
- (b) In selection of vacations from the vacation schedule in accordance with Article 32.5

22.3. The City will consider seniority within the divisional section for purposes of election to perform overtime, provided that it will be management's prerogative to select which classification(s) of employees will be used for a particular overtime assignment. Once a selection for overtime is made, based on seniority, the next most senior person within the classification will be selected for the next opportunity, on a rotation basis until all qualified persons within the classification have had the opportunity to work overtime. Once that has

occurred, the Department will again select the most senior person within the classification for the next available opportunity.

22.4. In the event that an employee whose turn has been inadvertently bypassed, the next available opportunity for overtime will be given to such person on the next available overtime assignment. If an employee refuses an opportunity to work overtime, he shall be passed over and the next senior person shall be afforded the opportunity to work overtime.

22.5. In the event of layoffs, the least senior employee shall be first laid off, and, in accordance with Civil Service law. Rehiring will be based on seniority, i.e. the most senior employee will be recalled first, in accordance with Civil Service law.

22.6. In accordance with Civil Service law, an employee recalled in accordance with this section must notify the City as soon as possible in advance of the specified time of his return to work. In the event the employee fails to comply with this provision, he shall have no right or entitlement to work until he reports for duty, but the employer shall be responsible for the lost work opportunity if it has failed to comply with these notice provisions.

ARTICLE 23

PAY PERIOD

23.1. All employees covered by this Agreement shall be paid in full each week, and not more than six (6) days after the end of the pay period. All employees shall be provided with itemized statements of their gross earnings and the deductions made for any purpose.

ARTICLE 24
PAY FOR TIME WORKED

24.1. All employees covered by this Agreement shall be paid for all times spent in the service of the employer at the rates of pay provided for by this Agreement. Time worked shall be computed from the time the employee reports to work until the time the employee is effectively released from duty.

ARTICLE 25
DEATH IN THE FAMILY

25.1. In the event of the death of the employee's immediate family, i.e., son, daughter, husband or wife, the City will provide five (5) days off with pay within the timeframe from the time of death until the day of burial. It is also the understanding the five (5) days paid for compassionate leave must be for workdays only. Saturdays, Sundays and Holidays will be exempt from the five (5)-day leave with pay. It is also the intent of the parties, that payment will be based on eight (8) hours per day at the straight time rate of pay.

25.2. Five (5) working days compassionate leave for the employee for the death of the father or mother of the employee.

25.3. Three (3) working days compassionate leave for the employee for the death of the sister or brother of the employee.

25.4. Three (3) working days compassionate leave for the death of a person by authority of law who has been placed under the care of the employee as guardian.

25.5. Three (3) working days compassionate leave for the employee for the death of the stepfather, stepmother, stepson or stepdaughter of the employee. Such compassionate leave shall not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.

25.6. Three (3) working days compassionate leave for the employee for the death of the father or mother of the employee's spouse.

25.7. One (1) working day compassionate leave for the death of the brother-in-law or sister-in-law.

25.8. One (1) working day compassionate leave for the death of the blood aunt or blood uncle of the employee. Such compassionate leave shall not be available for the death of the blood aunt or blood uncle of the employee's spouse.

25.9. One (1) working day compassionate leave for the death of the grandmother, grandfather, grandson or granddaughter of the employee or of the employee's spouse.

25.10. One (1) working day compassionate leave for the death of the daughter-in-law or son-in-law of the employee or the employee's spouse.

ARTICLE 26

SICK LEAVE

26.1. The City agrees to provide sick leave for full-time employees as follows:

(a) The maximum sick leave credit accumulation will be 185 days. Effective July 1, 2008, the maximum sick leave credit accumulation will be 190 days.

(b) Sick leave will accumulate at the rate of 1 1/4 days, ten (10) hours or equivalent, per month.

- (c) Sick leave will also be earned by employees while on paid leave status.
- (d) Any member of the unit who is eligible to retire under the provisions of Chapter 32 of the General Laws, and who has completed ten (10) years of service with the City for purposes of retirement, or who is over the minimum age to retire for superannuation under Chapter 32 of the General Laws may, during the last year of his service with the City, may request his department head to convert his earned sick leave credit in excess of one hundred (100) days to administrative leave to a maximum of twenty (20) days. The department head, upon request, shall grant such leave to the employee during his last year of service with the City in accordance with the needs of the City as determined by the department head.
- (e) Any rules and regulations governing the accumulated sick leave provision will be negotiated between the parties, and will remain in full force for the life of this Agreement.
- (f) Sick leave may be utilized by an employee enrolled in an approved alcoholism program, provided the employee remains in the program until officially released.
- (g) Sick leave may not be used for inclement weather, unless the employee is unable to work because of illness or injury.

Part-time employees will earn and use sick leave on a pro-rated basis.

26.2. Reporting and Restrictions. All persons calling in sick for duty must describe the illness, which they are claiming as a reason for being sick. Employees shall call the department as soon as possible, but in no case later than the beginning of their regularly scheduled shift.

26.3. Abuse of Sick Leave. The Department shall have the right to request a physician's note when an employee is absent from duty for three (3) or more regularly scheduled work shifts. The department has the right to require a physician's note if abuse is suspected. Employees may be subject to discipline, up to and including termination for abuse of Sick Leave.

26.4. No employee shall engage in any business, trade, outside employment, or profession for those hours the employee was regularly scheduled to work for the City. Any employee so engaged shall not be entitled to sick leave pay from the City.

26.5. The City agrees to provide the extended sick leave provisions embodied in the City's Personnel Rules and its Personnel Leave Ordinance, specifically c. 3, §4 of the Revised Ordinances of the City of Worcester, 1996 under which employees with ten (10) years of service and 70 days accumulated sick leave at the beginning of an extended leave will be entitled, upon expiration of all paid leave, to half pay, up to the one year anniversary of their absence. Employees with five (5) years of service and 35 days accumulated sick leave will be entitled to half pay, up to the six month anniversary of their absence.

26.6. Prior to adoption of any proposed amendment of the sick leave rules and regulations, the City Manager or his representative shall give written notice to the Union, and if requested, meet with the Union to negotiate the proposed amendment.

26.7. No employee appointed after July 11, 1979 will be permitted to use any sick leave until he or she has worked in the service of the City for six (6) months (26 weeks), or 975 hours in the aggregate, exclusive of overtime, provided, however, that sick leave credit shall be accumulated during this time. Upon completion of this time, all earned sick leave will be available to the employee for use prospectively.

ARTICLE 27

PERSONAL AND ADMINISTRATIVE LEAVE

27.1. Employees will earn three (3) personal days in each vacation year provided they have worked thirty (30) weeks and 1125 hours in the previous vacation year. Personal leave not used during the year shall be lost and shall not be accumulated. Employees may convert personal leave to vacation leave at the beginning of the vacation year in any event no later than June 1, of each year.

27.2. Personal leave shall be taken only one day at a time and not consecutively, provided, however, that one half (1/2) day may be taken by an employee when so requested.

27.3. Except in case of emergencies, employees must request personal leave from their immediate supervisors at least one week prior to taking said leave. Employees are requested to state the reason for the leave.

27.4. The administration of any leave article in this contract shall be subject to the rules and regulations negotiated by the parties, to the effect that they will be used fairly, with seniority and without discrimination or favoritism. The granting of personal leave will be done in a manner so as to not disrupt the operation of the Department or its divisions.

27.5. Personal leave shall not be used the day before or the day after a legal holiday.

27.6. Those employees who have completed ten (10) years of full time continuous service to the City shall be entitled to two (2) administrative leave days annually granted on a vacation year basis.

Effective September 14, 2005, employees who complete ten (10) years of full-time service, but then become part-time, will have their administrative leave pro-rated, regardless of whether the employee works shorter days or shorter weeks. Existing part-time employees who have earned administrative leave days based on ten (10) years of full-time service, will not have their administrative leave days pro-rated, provided the employee works full days. Existing part-time employees who do not work a full day will have their administrative leave pro-rated.

ARTICLE 28

JURY DUTY

28.1. Jury duty shall be handled in accordance with Chapter 234A, s. et seq, and the Rules and Regulations promulgated by the City Manager.

ARTICLE 29

COURT ATTENDANCE

29.1. Time lost from work for court attendance for the employee's personal litigation shall not be compensated. Employees may use vacation, personal, or administrative leave.

ARTICLE 30

HOLIDAYS

30.1. All permanent employees shall receive a day off with pay for each of the following eleven (11) holidays:

NEW YEARS DAY
MARTIN LUTHER KING DAY
MEMORIAL DAY
LABOR DAY
VETERANS DAY
CHRISTMAS DAY

PRESIDENTS DAY
PATRIOTS DAY
INDEPENDENCE DAY
COLUMBUS DAY
THANKSGIVING DAY

30.2. Regular employees shall be paid for each recognized holiday or day celebrated as such, irrespective of what day of the week the holiday falls on the basis of eight (8) hours at their straight time rate, provided, however, that effective September 14, 2005, all new part-time employees (or full-time employees who change to part-time) will be paid for each recognized holiday or day celebrated as such on a pro-rated basis, regardless of whether the employee works shorter days or shorter weeks. Existing part-time employees who work shorter days will

be paid for each recognized holiday or day celebrated as such on a pro-rated basis; but existing part-time employees who work shorter weeks but full days will not.

30.3. Holidays occurring on Saturday will be observed on the previous Friday; holidays falling on Sunday will be observed on the following Monday.

30.4. Any employee who actually works on the holidays of Thanksgiving, Christmas, or New Year's Day only, shall receive time and one-half pay for hours actually worked in addition to regular holiday pay. In addition, said employee shall be guaranteed four (4) hours pay at time and a half.

ARTICLE 31
SNOW POLICY

31.1. It is the understanding of the parties, that in the event of a major snowstorm, employees shall make all reasonable effort to attend work. All employees must report to work unless excused by their department heads. If an employee is unable to report to work, he or she must use vacation time or personal time in order to be paid in the event he or she is absent.

31.2. Since the City of Worcester is a municipal government, it has the legal responsibility and duty to provide for the health, safety and welfare of its citizens. Accordingly, it cannot suspend its operations, nor minimize its services, because of conditions caused by major snowstorms. Notwithstanding conditions caused by snowstorms, employees shall be required to be present at their duty stations.

31.3. It is also the understanding between the parties, if the snowstorm causes the City or the State to shut down or to announce closing of the roads and declare that the roads are impassable

or invokes an emergency condition, the department heads of the City or their designated representatives, at their discretion, may authorize a requesting employee to be absent on such days in accordance with the needs of the City. This authorization is limited to areas of work assignments where department heads consider, in their judgment, that the absence will not affect required service by the City.

ARTICLE 32

VACATIONS

32.1. New employees hired during the previous year who are entitled to a vacation, and have worked a minimum of 30 weeks for the City or who have worked at least 1125 hours will be entitled to one week's vacation with a minimum of forty (40) hours pay at the current hourly rate.

32.2. All regular full-time employees shall receive their vacation pay due them in advance on the basis of forty (40) hours pay for each week of vacation, and not less than forty (40) hours pay at their current hourly rate. Any employee who is discharged, or who quits, will be entitled to receive any vacation allowance due for that year to such employee, provided, however, that effective September 14, 2005, all new part-time employees (or full-time employees who change to part-time) will have their vacation leave pro-rated, regardless of whether the employee works shorter days or shorter weeks. Existing part-time employees who work shorter days will have their vacation leave pro-rated; but existing part-time employees who work full days, but not less than 24 hours per week will not.

(a) employees with one (1) year or more service shall be entitled to two (2) weeks vacation with pay in each vacation year.

(b) employees with five (5) years or more service shall be entitled to three (3) weeks vacation with pay in each year.

(c) employees with ten (10) years or more service shall be entitled to four (4) weeks vacation with pay in each year.

32.3. Vacations must be taken between June 1st and May 31st, unless otherwise mutually agreed to between the City and the Union, and any employee who has completed the required service before or within the vacation period shall be granted a vacation as provided herein.

32.4. Vacation schedule will be distributed by the City not later than June 1, each year to allow employees to select their vacation time for the upcoming vacation year. Conflicts which arise regarding taking of vacation leave will be settled by seniority.

32.5. Upon discharge by the employer, or voluntary termination by the employee, earned vacation time shall be included in all final wage payments. In case of the death of an employee who is eligible for vacation, vacation pay due such employee shall be paid to the employee's estate.

32.6. Employees will be allowed to use up to five (5) vacation days individually each vacation year.

32.7. Prior service in the Worcester Public School Department shall be counted in computing the vacation leave eligibility of employees in the bargaining unit, provided, however, that there has been no break in service with the City.

32.8. Vacation leave shall be scheduled by the department head at his discretion; however, he may allow employees to take vacation without restriction as to the number of days that may

or may not be taken at one time, subject to the operating needs of the department. Two vacation days may be taken in full half- day increments.

ARTICLE 33

PART-TIME EMPLOYEES

33.1. Employees who work part-time, i.e., less than 36 1/4 hours per week, shall be entitled to receive holiday leave and vacation leave on a prorated basis, provided the employee has not worked less than one (1) full year in the service of the City. Regularly scheduled part-time employees shall be entitled to receive personal leave days on a pro rata basis.

ARTICLE 34

TUITION REIMBURSEMENT

34.1. The City will establish a fund for tuition reimbursements of \$3,000.00 per year for each fiscal year of the contract.

34.2. Tuition reimbursement will be allowed for:

- (a) job related course(s) taken at an accredited institution;
- (b) when prior approval has been granted by the department head;
- (c) when proof of course completion and attainment of passing grade has been presented to department head; and
- (d) if the employee agrees to work for the City after completion of the course, for a period of time equal to the length of the course.

34.3. Reimbursement will be 50%, or \$200.00 per course, whichever is greater, for a maximum reimbursement per employee of \$400.00 per fiscal year including payment for books needed for the course.

ARTICLE 35
HOURS OF WORK AND OVERTIME

35.1. Regular employees shall be given eight (8) hours guaranteed per day and will be scheduled on a thirty-seven and one half (37 1/2) hour workweek. All work in excess of eight hours (8) hours per day will be paid at the overtime rate. Any new employee appointed after July 1, 1980, may be required to work eight (8) hours per day, not including lunch break, but including work breaks.

35.2. Saturday, Sunday and Holidays will be paid on a time and a half basis at the rates provided herein for those classifications where overtime is involved. In calculating weekly overtime, all paid time, including paid sick leave in certain instances (see Article 35.14), will be counted as time worked.

Assignment of Overtime

35.3. Overtime will be offered in order of seniority in each division as set forth in Article 22.2.

35.4. Overtime will be awarded on an equal opportunity basis within the division, provided those divisions can perform the work and duties of the assignment. There is no obligation on the Department, to equalize overtime hours,

35.5. To be eligible for overtime service, employees must, in the opinion of the Department, be qualified to perform the work required.

35.6. A roster will be kept by the division head who will be responsible for keeping a record of overtime calls and overtime service by name, date and hour. In case of a grievance involving

such records, they shall be subject at all times for examination by the Union Representative and Shop Steward.

35.7. After four (4) consecutive refusals to perform overtime services, the employee's name shall be dropped from the overtime roster in those divisions for six (6) months.

35.8. There will be no discrimination or personal partiality in the assignment of overtime.

35.9. Any employee recalled to duty shall be credited with no less than four (4) hours of such recalled duty. It is understood that recall pay is not available when any employee is called to duty before the start of his regularly scheduled shift and works through, or is held over, after his or her regularly scheduled shift.

35.10. Where overtime service is necessary on a particular job at the end of the working day, the overtime opportunity can be granted to the person doing that particular job on that day, without need of calling in another person to finish the overtime assignment.

35.11. Where overtime service must be performed on an emergency basis in the reasonable opinion of the department head, the above standards shall not apply.

Seniority Roster for Special Assignments

35.12. The City agrees to establish a Department-wide seniority roster for the purpose of making overtime assignments for special events conducted on weekends, including hazardous waste day and waste metal days. Inclusion on the roster will be by voluntary sign-up. In the event the Department decides to use clerical employees for these events, it will assign those employees on the list in order of seniority for each assignment. Once assigned, the Department

will continue to go down the list in making assignments until the list is exhausted. The Department will again repeat the process from the top of the list until the assignments are filled.

Seniority Roster for Snow Assignments

35.13. The City agrees to create a Department-wide seniority roster for overtime assignments during snow storms and other inclement weather. Inclusion on the roster will be by voluntary sign-up. If clerical employees are selected to work these assignments, they must work a minimum of four (4) hours in order to have their "overtime opportunity." Once employees have accumulated four (4) hours overtime, this will be considered an overtime opportunity. Overtime hours will be calculated cumulatively. This provision will not conflict with the four (4) hour minimum recall provision of Article 35.9.

35.14. For purposes of calculating entitlement to overtime compensation, time worked will include paid sick leave, provided that the overtime worked is weather-related overtime worked either prior or subsequent to employees' regular shifts on weekdays, or weather-related overtime worked on weekends.

In the event the Department discontinues this policy for all other employees in the Department, then it will discontinue it for the members of this unit as well. Any discontinuance of this policy will not be subject to negotiation.

Coffee Break and Lunch Period

35.15. All coffee breaks that have been established as a practice and/or lunch period will be maintained at the same standard as the current practice applies, fifteen (15) min. in the a.m. and fifteen (15) min. in the p.m. and one half (1/2) hour lunch period.

Acting Cemetery Office Administrator (When assigned)

35.16. Effective March 31, 2008, if the Commissioner of Public Works and Parks specifically assigns an employee for a full day as the Cemetery Office Administrator for the day when the regular Cemetery Office Administrator is out for the whole work day, the City shall pay a \$20.00 per diem for the whole day as a supplement to the employee's regular pay for the day.

ARTICLE 36

RE-GRADES

36.1. It is the understanding that the City will give to the Union a list of names in the bargaining unit showing the pay grades that such employees will be paid, the rates herein provided.

36.2. All re-grades will be subject and processed between the employer and the Union and the collective bargaining process.

ARTICLE 37

HEALTH INSURANCE

37.1.

(a) Effective on or about 7/1/09, all members of the bargaining unit will be required to contribute twenty-five percent (25%) and the City will contribute seventy-five percent (75%) of the premium for all health insurance plans provided by the City except those who participate in the Master Medical Plan who will pay forty percent (40%).

(b) The City of Worcester will pay seventy-five (75%) of the premium for the Blue Cross/Blue Shield Master Medical Plan. Effective January 1, 2006, the City of Worcester will pay sixty percent (60%) of the premium for the Blue Cross/Blue Shield Master Medical Plan. The Blue Cross/Blue Shield Master Medical Plan will be offered only to employees not in the service area of the Blue Cross/ Blue Shield Point of Service or Fallon Plans.

(c) The City of Worcester will pay ninety (90%) of the premium for the Fallon Plan for members of the bargaining unit who elect it. Effective January 1, 2006, the City of Worcester will pay eighty-six percent (86%) of the premium for the Fallon Plan for members of the bargaining unit who elect it. Effective January 1, 2006, the City's contribution rate for active employees hired on or after January 1, 2006 for the Fallon Plan shall be set at seventy-five percent (75%). Effective July 1, 2006, for employees hired before January 1, 2006, the City will pay eighty percent (80%) of the premium for the Fallon Plan.

37.2. Members of the Union are eligible to participate in the City's Section 125 Plan for the payment of insurance premiums with pretax dollars.

37.3. Whereas, it is in the best interests of the employee and employer to obtain health insurance at the lowest possible cost, the City may, upon sixty (60) days notice to the Union, substitute another major medical insurance carrier for Blue Cross/ Blue Shield, whenever a determination has been made by the City that it is able to obtain health insurance coverage equivalent to that presently provided by Blue Cross/Blue Shield at a lower cost from another provider. Said determination as to equivalent coverage is subject to the grievance and arbitration procedure.

37.4. Employees will be entitled to the same health insurance coverage as provided by the City to all other civilian employees. Pursuant to the provisions of G.L., c. 32B, the City may, at any time during the life of this proposal, request that the Union engage in collective bargaining on the issue of health insurance. The Union agrees to honor any such request.

37.5. Effective July 1, 1996 the City will be authorized to make double payroll deductions for the first month's health insurance premium for all new employees in the bargaining unit.

37.6. Vision Insurance. The City may offer a vision health insurance plan , effective on or about August 1, 2008, with the premium responsibility to be solely the employee and not the City.

ARTICLE 38

WAGES

The City agrees to provide the following:

Effective January 1, 2008	Employees shall be placed on the General Wage Schedule
Effective January 1, 2009	The City shall provide a two percent (2%) base wage increase for actual service.

Retroactive pay increases are provided only to those employees in active service on the date the new agreement is signed, or to those employees who retire under the provisions of M.G.L. c. 32 at some time during the contract period.

38.1. It is understood and agreed that, notwithstanding the provisions of Article 3, Severability & Savings Clause, if any portion of the health insurance amendments set forth in Article 37, Section 37.1 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 1% salary increases set forth in Section 38.2, paragraphs, (b.1), (d) and (e) 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.

ARTICLE 39

NOTICES

39.1. All notices in writing sent by the Union shall be mailed to:

City Manager's Office of Human Resources
City Hall, Room 109, Worcester, MA 01608

Notices in writing sent by the City shall be mailed to:

Teamsters Truck Drivers Union, Local #170
P.O. Box 706354
Worcester, MA 01607-0634

39.2. Department of Public Works management agrees to give the Steward and the Business Agent of Local 170 notice of new hires and title changes within the bargaining unit.

Management will make every effort to notify the Steward of these changes within seven days of their effective date.

ARTICLE 40

DRUG AND ALCOHOL POLICY

40.1. As a condition of employment, no alcohol or illegal drug shall be used or possessed by an employee during the work shifts, including all breaks and lunch periods. Failure to comply with this item shall subject employee to progressive discipline, up to and including discharge.

ARTICLE 41

D.P.W. PROMOTIONAL EXAMS

41.1. Upon request of the Union, the Office of Human Resources shall send notice of all upcoming D.P.W promotional exams in any of the Clerks/Storekeeper series to the Business Agent of the Union and the Shop Steward.

ARTICLE 42

MISCELLANEOUS PROVISIONS

42.1. It is understood and agreed that no expenditures or compensation will be paid to employees in accordance with this Agreement, unless and until the requirements and procedures required by law and the provisions of the City Charter are satisfied as far as appropriations are concerned.

42.2. Identification Fee. Any fee required for identification shall be paid for by the Employer.

42.3. Job Analysis. The City will continue to develop job descriptions.

42.4. Appearance and Hygiene. All members of the bargaining unit will be dressed and groomed in a manner appropriate for office work. Employees will also be expected to practice good hygiene. Violations of this section will subject employees to progressive discipline.

42.5. Flexible Benefit Plan. Effective January 1, 2000, members will be eligible in the next open enrollment period to enroll in the flexible benefits plan offered by the City to its employees. The City reserves the right to change the benefits offered in the Plan.

42.6. Light Duty. The City is authorized to make light duty placement for partially disabled employees, either as a result of work or non-work related injuries or illnesses. Light duty placements are subject to the grievance procedure. There would be no prejudice to employees' rights under G.L. c. 152 (Workers' Compensation Law). Light duty placements would only be made within the bargaining unit.

42.7. Performance Evaluations. The City may evaluate its employees annually in accordance with Chapter 31, Sections 6A, 6B and 6C.

42.8. Stability of Agreement. No agreement, understanding, alteration or variation of the Agreement's terms or provisions herein contained shall bind the parties, unless made and executed in writing by the parties hereto.

42.9. The failure of the City or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or Union to future performance of any such term or condition.

42.10. Waiver. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

42.11. *Reserve for future use*

ARTICLE 43

DURATION OF AGREEMENT: TERMINATION AND CHANGES

43.1. Effective Date. The agreement between the parties shall be effective July 1, 2009 through June 30, 2010.

43.2. Termination. This Agreement shall remain in full force and effect until June 30, 2010, and shall automatically renew itself thereafter during negotiations for a new Agreement, unless either party sends a ten (10) day written notice of termination of the Agreement. Said notice of termination shall not be effective prior to July 1, 2010.

43.3. Changes. Either party to this Agreement may request collective bargaining discussions over changes they wish to introduce into this Agreement, which shall be effective after June 30, 2010. Said party shall give written notice of such request to the other party on April 1, 2010, or any day thereafter, but prior to July 1, 2010. The party receiving such notice of desired change shall forthwith seek establishment of a meeting for purposes of collective bargaining negotiations.

43.4. Exchange of Views. In the interests of a harmonious collective bargaining relationship, the City and Union agree that quarterly, during the term of this contract, there shall be a meeting at a time mutually acceptable to both parties, between the official of the union and the City for the purpose of exchanging views and information on pertinent matters.


43.5. Nothing in this article shall be deemed to deny the parties the right to request meetings with each other at such other times as each party may deem advisable to settle any dispute or misunderstanding.

IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by duly authorized representatives.

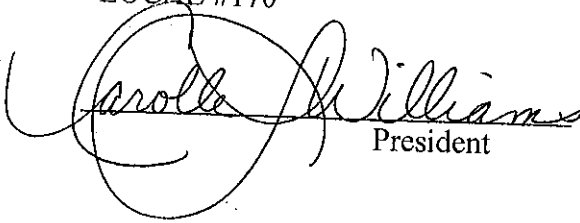
Signed this 2nd day of November, 2011.

CITY OF WORCESTER

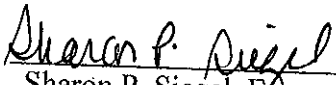
TEAMSTERS TRUCK DRIVERS
LOCAL #170



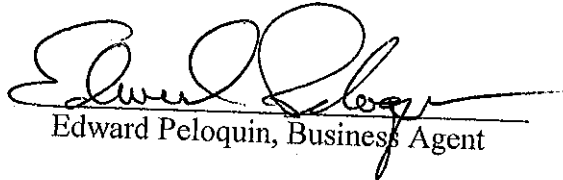
Michael V. O'Brien,
City Manager



Carole Williams
President



Sharon P. Siegel, Esq.
Special Counsel



Edward Peloquin, Business Agent