

AGREEMENT

between

CITY OF WORCESTER

and

WORCESTER CLERKS' ASSOCIATION

July 1, 2000 - June 30, 2003

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ARTICLE 1

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 Worcester Clerks' Association, hereinafter referred to as the "Association," or in the alternative the "Union."

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 exists between them, and to enter into a complete Agreement covering rates of pay, hours of work and conditions of employment.

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, and conditions of employment.

It is intended that the following Agreement shall be an implementation of the provisions of the Massachusetts statutes, and consistent with that legislative authority which devolves upon the City of Worcester, and insofar as applicable, the rules and regulations relating to or promulgated by the Civil Service Commission or the Retirement Board.

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.

ARTICLE 2

RECOGNITION

In accordance with General Laws, chapter 150E, §4, the City of Worcester recognizes the Worcester Clerks' Association as the exclusive bargaining agent for the departments and job classifications as per the list that follows hereafter. All other job classifications shall be specifically excluded.

Seasonal or temporary positions defined as employment of less than twenty (20) hours per week, as well as any employee assigned to those departments from the Human Resources Temporary Employment Account ("the pool"), shall not be included within the recognition of this unit.

The City of Worcester recognizes the Worcester Clerks' Association for collective bargaining for the following departments and job classifications, and excluding all other classifications:

Departments

1. Assessor's Office
2. Auditing
3. Airport
4. City Clerk's Office
5. Fire Department
6. Law Department
7. Retirement Office
8. Civil Defense
9. Public Health & Code Enforcement
10. Police Department
11. Purchasing
12. Election Commission
13. Treasurer & Collector's Office
14. Communications
15. Veterans' Service Department
16. Parks, Recreation & Cemetery

Job Classifications

Accountant, p.g. 32 – 0054
Account Clerk, p.g. 21 – 0487
Administrative Assistant, p.g. 31 – 0109
Administrative Assistant, Gr. 6, p.g. 33 – 0104
Administrative Assistant, Gr. 7, p.g. 35 – 0096
Assistant Teller, p.g. 28 – 0026

Bookkeeper, p.g. 21 – 0048

Clerk, p.g. 16 – 0118
Clerk Police Records, p.g. 19 – 0980
Clerk & Stenographer, p.g. 19 – 0143
Clerk & Typist, p.g. 18 – 0163
Computer Operator, p.g. 29 – 0517
Criminal Justice Information Service (CJIS) Clerk, p.g. 25

Data Entry Operator, p.g. 19 – 0519
Data In/Out Clerk, p.g. 25 – 0270

Head Clerk, p.g. 30 – 0115
Head Customer Service Representative (Treasurer's Office), p.g. 36
Head Teller, p.g. 33 - 0025

Input/Output Control Clerk, p.g. 33 – 0513

Messenger, p.g. 19 – 0852

Paymaster, p.g. 29 - 0029
Payroll Supervisor, p.g. 32 – 0083
Principal Accountant, p.g. 36 – 0053
Principal Account Clerk, p.g. 28 – 0489
Principal Bookkeeper, p.g. 28 – 0056
Principal Clerk, p.g. 27 – 0116
Principal Clerk & Secretary I (Legal), p.g. 29 – 0135
Principal Clerk & Secretary II (Legal), p.g. 31 - 0146
Principal Clerk & Stenographer, p.g. 27 – 0141
Principal Clerk & Typist, p.g. 27 – 0161
Principal Data Entry Operator, p.g. 27 – 0523

Senior Accountant, p.g. 34 – 0055
Senior Account Clerk, p.g. 25 – 0488
Senior Bookkeeper, p.g. 25 – 0057
Senior Clerk, p.g. 22 – 0117
Senior Clerk & Stenographer, p.g. 24 – 0142

Senior Clerk & Typist, p.g. 22 – 0162
Senior Clerk Typist – Medical, p.g. 23 - 0979
Senior Computer Operator, p.g. 31 – 0518
Senior Customer Service Representative, p.g. 28
Senior Data Entry Operator, p.g. 22 – 0520

Tax Lien Clerk, p.g. 32 – 0084
Telephone Operator, p.g. 21 – 0845
Teller, p.g. 30 - 0103

ARTICLE 3

MANAGEMENT RIGHTS

The management and conduct of the business of the City and the direction of its work force are exclusive rights of the City. The City therefore retains and reserves to itself all powers, authority and prerogatives of municipal management. The City shall have the right, subject to the laws of the Commonwealth, to hire and lay off employees and to classify, assign, transfer, promote, demote, suspend or discharge them for cause. The City retains the right to schedule and assign working hours. The City also retains the right to evaluate employees and determine and interpret employees' job classifications and descriptions. Consistent with the terms of this Agreement, or the laws of the Commonwealth, the City reserves the right to make and publish such rules and regulations as it deems necessary and proper for the conduct of its business. This article is limited by, and shall be interpreted in accordance with, the parties' August 28, 1980 and September 10, 1980 side letters of agreement.

The rights of management not otherwise abridged under this contract shall not be subject to submission to the arbitration procedure established in Article 12A.

ARTICLE 4

AGENCY SERVICE FEE

1. Effective the 90th day following the beginning of employment, each employee of the bargaining unit who is not a member of the Association in good standing shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this Agreement to the Association in an amount equal to the monthly dues provided, however, that such fee shall not exceed \$6.50 per month.

2. The Association 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 fee from an employee's 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 Association, who shall provide such information to the City Treasurer under G.L. c. 180, §17G.

3. Any authorization for deductions shall be on the following form:

Department

Date

To: City Auditor

PAYROLL DEDUCTION AUTHORIZATION AGENCY SERVICE FEE

I hereby authorize and direct any municipal officer or head of any municipal department to deduct from any earnings accumulated to my credit the agency service fee charged against me by the Worcester Clerks' Association, upon presentation and formal demand, of the current monthly amount thereof, by the proper authorities (treasurer) of that organization, agreeing that the said City of Worcester, its officers and agents, shall be saved harmless for such deductions made under these circumstances, as provided by G.L. c. 180, §17G.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the City Auditor or City Treasurer, or head of my department, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the treasurer of the Association. Employees withdrawing authorization for payroll deductions remain fully liable for payments to the Association of the monthly agency service fee.

Signature

4. No action by the City shall be considered against any employee of the bargaining unit for failure to meet his agency service fee obligations, unless and until the Association certifies in writing to the City that said employee has not met the obligation imposed by this article.

5. It is understood by the City and the Association that deductions of the agency service fee shall be made by the City through its Treasurer only during the existence of an executed agreement between the City and the Association.

ARTICLE 5

WAGES

1. The wages for all employees in the collective bargaining unit covered by this contract shall be in accordance with paragraph 2 below.

In consideration of the increases in wages and benefits provided in this Agreement, the Union, for itself and the employees represented by it, agrees as follows:

That it will cooperate with the City and support the City's efforts to assure a full day's work from each employee.

That it will cooperate with the City and support the City's efforts to actively combat absenteeism and tardiness.

That it will cooperate with the City and support the City's efforts to eliminate waste, conserve materials and equipment, improve quality of workmanship, and promote maximum efficiency in work production and performance.

That it will cooperate with the City and support the City's efforts to end all other practices which obstruct efficient municipal services.

2. Effective July 1, 2000, the City shall provide a 4% across-the-board wage increase for actual service. Effective July 1, 2001, the City shall provide an additional 4% across-the-board wage increase for actual service. Effective July 1, 2002, there shall be an additional 4% across-the-board wage increase for actual service.

ARTICLE 6

VACATION

Eligibility for annual vacation allowance: Vacation leave shall be granted to every bargaining unit employee who is entitled to such leave under Article II of the Revised City Ordinances of 1996. The duration of such vacation shall be computed as follows:

1. One Week Vacation: Every qualifying full time, intermittent, or part-time employee who has actually worked at least one (1) day during the twelve (12) months preceding the first day of June in any year shall be entitled to one (1) week vacation leave for such vacation year, provided, however, that said employee shall not be allowed to take said vacation during the vacation year, unless he has actually worked thirty (30) weeks (1200 regular hours in the aggregate) with the City; if said employee fails to work thirty (30) weeks, or 1200 hours, prior to the end of the vacation year, she shall not be eligible for any vacation for that vacation year.

2. Two Weeks Vacation: Every full time, intermittent, or part-time employee who has actually worked at least thirty (30) weeks (1200 regular hours in the aggregate) in the service of the City during the twelve (12) months preceding the first of June in any year shall be entitled to two (2) weeks of vacation leave for such vacation year, provided, however, that no employee subject to sub-section (1) shall be eligible for two (2) weeks vacation until said employee for her vacation year has actually worked at least fifty-two (52) weeks during the twelve (12) months preceding the first day of June.

3. Three Weeks Vacation: Every employee who has actually completed a minimum of five (5) years, but less than ten (10) years, of full time, continuous service to the City during the

twelve (12) months preceding the first day of June in any year, shall be entitled to three (3) weeks of vacation leave for such year.

4. Four Weeks Vacation: Every employee who has actually completed a minimum of ten (10) years of full time, continuous service to the City during the twelve (12) months preceding the first day of June in any year shall be entitled to four (4) weeks of vacation leave for such year.

ARTICLE 7

HEALTH INSURANCE

1. The City of Worcester shall pay 75% of the premium for its major indemnity carrier, Blue Cross/Blue Shield Master Medical coverage for members of the bargaining unit who elect to participate in that health insurance plan. Effective July 1, 1990, the City shall pay 90% of the premium for the Fallon Health Care Plan and 87% of the premium for the Blue Cross/Blue Shield Choice Plan.

2. The City of Worcester shall increase the amount of its basic life insurance plan from \$2,000 to \$5,000 effective November 1, 1988.

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

4. Whereas it is in the best interest of the employee and employer to obtain health insurance at the lowest possible cost, the City may, upon sixty (60) days notice to the Association, 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 BlueCross/Blue Shield at lower cost from another provider. The parties agree that "identical" shall mean the types of coverage offered and not the procedural or administrative aspects of the plan.

5. Pursuant to the provisions of chapter 32B the City may, at any time during the life of this Agreement, approach the Association for collective bargaining on the issue of health insurance. The Association agrees to honor any such request to engage in collective bargaining.

6. The City is authorized to make double payroll deductions for the first month's health insurance premium for all new employees in the bargaining unit. (Added 1996-97 contract.)

7. For employees receiving workers' compensation benefits, the City will pay its share of the employee's health insurance premiums for the first twelve (12) weeks the employees are receiving workers' compensation benefits, but thereafter only so long as the employees are supplementing their workers' compensation with sick or other paid leave. (Added 1996-97 contract.)

8. The Association agrees to defer to, and accept the results of, coalition bargaining on issues of health insurance, as it has been conducted in past practice by the City of Worcester and the various bargaining units representing City employees.

ARTICLE 8

SICK LEAVE

It is agreed that:

1. The maximum sick leave credit accumulation is a maximum of one hundred ninety (190) days. (Changed, 1996-97 contract.)
2. Accumulation is at the rate of 1 ¼ days credit per month.
3. Sick leave credits will be earned while on sick leave status.
4. Any member of the unit who is eligible to retire under the provisions of chapter 32 of the General Laws, and who has completed twenty (20) 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 her service with the City, request her department head to convert her earned sick leave credit in excess of one hundred (100) days to administrative leave to a maximum of twenty-five (25) days. (Changed 1997-2000 contract.)
The department head, upon request, shall convert such credit to administrative leave to a maximum of twenty-five (25) days (changed 1997-2000 contract), and shall grant such leave to the employee during her last year of service with the City in accordance with the needs of the City, as determined by the department head.
5. The administration of sick leave will be subject to such regulations as may be deemed necessary by the City Manager to effectuate the provisions of the allowance.
6. No employee shall engage in any business, trade, outside employment, or profession while on sick leave status for the hours she was regularly scheduled to work for the City.

7. If, prior to the first day of an extended illness, an employee with ten years of service had been credited with 70 days of earned, accumulated sick leave, then upon exhaustion of the 70 days, plus days accrued while on sick leave status, and other paid leaves, the employee shall be compensated at 50% of his regular fixed-earned rate until the first anniversary of her extended illness. Persons regularly scheduled to perform less than 40 hours of work shall be compensated at the rate of 50% of the (weekly) amount they had averaged in earnings for the one year period immediately preceding the illness. If, prior to the first day of an extended illness, a full time employee with five (5) years of service had been credited with 50 days of earned accumulated sick leave, then upon exhaustion of the 50 days, plus days accrued while on sick leave status, and other paid leaves, the employee shall be compensated at 50% of her regular fixed earned rate until six (6) months from the first day of her extended illness.

8. No employee will be permitted to use any sick leave until she has actually worked in the service of the City for six months, exclusive of overtime. Upon completion of this time, all earned sick leave will be available to the employee for use.

9. An employee may use her accumulated sick leave in increments of no less than one (1) hour in order to attend a physician's appointment or other medical treatment.

10. If a member of an employee's immediate family is ill, such employee may utilize her accumulated sick leave, up to a maximum of six (6) days each fiscal year, for the purpose of taking care of such immediate family member. For the purposes of this article, the term "immediate family" shall be defined as such employee's spouse, children, mother or father.

ARTICLE 9

OVERTIME

1. The City agrees to provide recall of four instead of two hours in accordance with its overtime rules and regulations.

2. In the event that no funds budgeted for overtime payments are available, the City and the Association member employees will accept compensatory time off in lieu of payment for overtime work by the employee. The compensatory time will be allocated at a rate of 1.5 hours for each overtime hour of work by the employee, to a maximum accumulation of 60 hours. Employees shall use accumulated compensatory time by written request to the appropriate department head. Such requests shall be made so as to provide reasonable notice to the department head, who will grant the request, unless the request would interfere with the efficient and orderly operation of the department, as solely determined by the department head.

3. In the event that overtime funds are available in a department budget, an Association member employee may, with the consent of the department head, choose to accrue compensatory time off in lieu of overtime payments, subject to the provisions of the preceding paragraph relating to maximum accumulated hours and requests for the use of accumulated compensatory time.

ARTICLE 10

PERSONAL LEAVE

A department head or his designated representative shall grant, if requested by eligible employees of his department, three personal leave days in accordance with the following conditions:

1. Only a full time employee who is regularly scheduled to work on a 40-hour per week basis and who has completed 30 weeks of service, or 1200 hours in the aggregate, exclusive of overtime, for purposes of the vacation leave ordinance shall be eligible for personal leave.

2. Personal leave shall be subject to the operating and staffing needs of the department, as determined by the department head or his designated representative, and shall be granted so as not to interfere with the efficiency of the agency or otherwise add to the cost of the department's operations.

3. Personal leave shall be taken only one day at a time and not consecutively provided, however, that one full half day may be taken by an employee when so requested by him, and provided further that a maximum of two days' personal leave may be added to one's vacation leave, if converted by written request prior to May 31. This will not preserve any unused personal leave.

4. Personal leave not used during the vacation year shall be lost and shall not be accumulated.

5. Personal leave shall not be used the day before or after a legal holiday; nor may more than two days be added to one's vacation leave.

6. Except in case of emergencies, personal leave shall be requested by an eligible employee by providing a written request for personal leave a reasonable time prior to the requested leave date(s). The written request shall contain the reason(s) for the requested leave. The City and the Association acknowledge that the primary factors in assessing the reasonableness and timeliness of a leave request under this paragraph is the efficiency, operating and staffing needs of the department, as determined solely by the department head or his or her designated representative.

7. Notwithstanding the provisions of paragraph 3 of this article, an employee may use personal leave on consecutive days for religious purposes only.

8. Any (substantial) question arising under this Agreement shall be referred to the Director of Human Resources for interpretation, provided, however, that vacation time shall be counted as eligible time for personal leave eligibility computation.

9. Personal leave will be earned in the same manner as vacation leave.

The administration of this article shall be subject to the rules and regulations promulgated by the City Manager.

ARTICLE 11

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The provisions of this Agreement shall apply to all employees within these bargaining units regardless of race, religion, sex, color, age, national origin, or membership or non-membership in the Association.

This principle shall be applicable in all phases of personnel administration and shall be binding on both the City and the Association.

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.

ARTICLE 12

STABILITY OF AGREEMENT

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

The failure of the City or the Association 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 Association to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

ARTICLE 12A

NO STRIKE

1. It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage, sympathy strike, work slowdown, withholding on a concerted basis overtime services, refusal to perform in whole or in part any of the duties of employment, however established, work-to-rule, refusal to cross any picket line in the performance of the duties of employment or in traveling to and from the job situs, or any other job action of any kind. No employee shall cause or take part in any strike, work stoppage, work slowdown, withholding of overtime services on a concerted basis, refusal to perform in whole or in part the duties of employment, however, established, work-to-rule, refusal to cross any picket line in the performance of the duties of employment, or in traveling to or from the job situs, sick out, or any other job action of any kind.

2. In the event of a violation of this section, the Association agrees to take positive affirmative steps with the employees concerned and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed.

ARTICLE 13

SAVINGS CLAUSE

1. If any article or section of this Agreement, or any addendum thereto, should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such court, the remainder of this Agreement and addendums shall not be affected thereby and shall remain in full force and effect.

2. All employment benefits or working conditions heretofore permitted by statute or ordinance shall continue and remain in full force and effect, even though not contained in this Agreement.

ARTICLE 14

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.

Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Nothing shall be construed to prevent either party to this Agreement at any time discussing a grievance arising under this contract.

ARTICLE 15

POLICE DEPARTMENT

The City agrees to create a new title, Clerk and Typist, Police Records, at pay grade 18 of the General Schedule.

ARTICLE 16

COMPASSIONATE LEAVE

The City agrees to provide members of the bargaining unit with compassionate leave on the following basis:

1. Five (5) working days compassionate leave for the employee for the death of the spouse of the employee.
2. Three (3) working days compassionate leave for the employee for the death of the father or mother of the employee or of the employee's spouse.
3. Three (3) working days compassionate leave for the employee for the death of the son, daughter, sister or brother of the employee.
4. Three (3) working days compassionate leave for the death of the son or daughter of the employee's spouse.
5. Three (3) working days compassionate leave for the death of a person who has been placed by authority of law under the care of the employee as a guardian.
6. Three (3) working days compassionate leave for the employee for the death of the stepfather, stepmother, stepson or stepdaughter of the employee, provided that, in the case of a stepchild, such person resided in the employee's immediate household at the time of death. Such compassionate leave shall not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.
7. One (1) working day compassionate leave for the death of the brother or sister of the employee's spouse.

8. One (1) working day compassionate leave for the death of the stepson or stepdaughter of the employee residing outside of the employee's household at the time of death. Such compassionate leave shall also not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.

9. 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.

10. 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.

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

ARTICLE 17

ADMINISTRATIVE LEAVE

Those employees who have actually completed ten (10) years of full time, continuous service to the City shall be entitled to two (2) administrative leave days annually.

The granting and administering of administrative leave to employees who are entitled to receive it shall be in accordance with the provisions of Article 2 (Vacation leave) of Chapter 3 of the Revised Ordinances of 1996.

ARTICLE 18

EMPLOYEE BENEFITS

Wages, Fringe Benefits and Working Conditions

1. The wages, fringe benefits and working conditions for employees covered by this Agreement shall be in accordance with the current ordinances from time to time passed by the Worcester City Council, provided, however, in accordance with General Laws Chapter 150E, §7, this contract shall prevail over any conflicting personnel ordinance or personnel rule or regulations.

2. Prior to the submission of any recommendations for changes in ordinances affecting the wages, fringe benefits, or working conditions of employees covered by this Agreement, the City Manager will negotiate with the Association and attempt to reach agreement on such changes; if so reached, such agreement will be reported to the City Council for appropriate action. If such negotiations fail to result in agreement, the provisions of the current ordinances or resolutions shall continue to apply, provided, however, in accordance with General Laws Chapter 150E, §7, this contract shall prevail over any conflicting personnel ordinance or personnel rule or regulation.

3. Flexible Benefits Plan; Employees in the bargaining unit are eligible to enroll in the same pre-tax flexible benefits plan available to the City's unrepresented employees. The City reserves the right to change the benefits offered in the plan.

4. Life Insurance; For those employees opting for life insurance offered by the City, the City will be authorized to make weekly deductions therefor.

5. Posting of Positions; The City agrees that it will post electronically (either e-mail or on the City's web site) all open positions in the bargaining unit on its bulletin board at City Hall, so that bargaining unit members may apply for these positions. This article will be grievable only up to Step (i) of the grievance procedure provided in Article 19.

6. Mileage; Members of the collective bargaining unit will be reimbursed for mileage in accordance with the City's Personnel Rules and Regulations, as may be amended from time to time.

7. Service Bonus; At a date determined by the City, but in any event no later than June 30, 2002, the City will make a one-time payment to all members of the bargaining unit on that date. The payments will be as follows:

Bargaining unit members with more than twenty (20) years of service as of the operative date will receive a payment of \$350.00.

Bargaining unit members with more than fifteen (15) years of service as of the operative date will receive a payment of \$250.00.

Bargaining unit members with more than ten (10) years of service as of the operative date will receive a payment of \$150.00.

All other bargaining unit members will receive a payment of \$50.00.

ARTICLE 19

GRIEVANCE PROCEDURE

1. For purposes of this article, a grievance shall be defined to be an actual dispute arising as a result of the application or interpretation of the express terms of this contract, Chapter 3 (the Leave Ordinance) and Appendix C (the Salary Ordinance) of the Revised Ordinances of the City of Worcester, 1996, providing, however, that any matter under the jurisdiction of the Civil Service Commission or the Worcester Retirement Board, any matter involving the purported exercise of management rights (Article 3 of this contract), supervisory orders, or any matter reserved to the discretion of the City by the terms of this Agreement, or matters filed before the Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, and the Worcester Human Rights Commission, shall not be subject to this grievance procedure nor construed as being grievable. Any matter which occurred or failed to occur prior to the date of this Agreement shall not be a proper subject for binding arbitration. Grievances shall not be entertained if the cause occurred more than thirty (30) actual working days of the employee prior to the initiation of the procedures set forth in this article.

2.a. An aggrieved employee or employees, or his or their Union acting in his or their behalf, should explain the situation orally to the employee's or employees' immediate supervisor within two working days of the occurrence of the aggrieved action, or within two working days after employee became aware or should have reasonably become aware of the matter out of which the grievance arose.¹

¹ Hereafter, the singular shall be deemed to include the plural, masculine shall be deemed to include feminine and plural.

b. The supervisor, either alone or in consultation with his superiors, shall reach a decision and communicate it to the employee within two working days of the presentation to him of the complaint.

c. If the oral disposition of the immediate supervisor is not satisfactory to the employee or Union, he or the Union must reduce the grievance to writing specifying all pertinent details of the situation from which the grievance evolved, together with 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 then be submitted to the employee's "unit chief" within three working days of receipt of the oral disposition.

d. The unit chief must make a written disposition within five working days of the receipt of the written initiation to the employee and the Union.

e. If the grievance remains unresolved to the satisfaction of the employee, he or the Union may file within five working days of the receipt of the disposition of the unit chief a separate written appeal to his department head.

f. The department head shall take such actions as he may require to obtain all relevant information on the substance of the grievance and the language of the contract or ordinance involved. 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.

g. Within five working days of the receipt of the appeal from the employee or Union, the department head shall render a written decision on the matter and shall communicate the same to the employee, Union, the unit chief and the City Manager or his designated representative.

h. If the employee or Union remains unsatisfied with the disposition of his complaint at the department head level, the employee or the Union may, within five working days of the

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

i. The City Manager, or his designated representative, shall have the authority to take such actions as he may deem advantageous 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 thirty (30) days to render a written decision on the matter and shall communicate the same to the employee and the Union, unless the Union petitions for a hearing with the arbitrator, in which case the City Manager or his designated representative shall have seven (7) days to render a written decision and to communicate the same to the employee and to the Union. 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.

j. If the employee or the Union is not satisfied with the disposition of the case at this level, the Union may, within five (5) working days, petition for a hearing of the grievance before an arbitrator selected through the procedures of the American Arbitration Association (AAA).

k. Time limitations may be waived only by agreement of the parties. If there is no appeal to the next authority within the specified limits, the grievance will be conclusively presumed to have been settled. Failure to prosecute at any stage will have the effect of nullifying the grievance. In counting days, the day of receipt or occurrence specified shall not be counted. "Working days" shall mean those non-overtime days that most regularly scheduled office employees of the City work, i.e. Monday through Friday of every week, excluding holidays, and shall not be construed to mean those days that the employee is scheduled to perform his duties.

l. Inaction or failure to render a written decision on the part of the management within the time specified shall be considered a denial of the grievance. The employee or Union may file an appeal within the specified time frame from the working day after the disposition was due.

m. Any management representative may remand the grievance to any lower level for full and complete examination. Such remand will not affect the existing time limits.

n. Should more information be required to dispose of the case than is currently available to any management person in the procedure, the City shall have the right to require the employee and Union to answer a reasonable number of written questions. The time limits specified in this procedure shall be suspended until receipt by the management representative of the answered questions. The Union may directly appeal to the arbitrator the necessity of answering any question. The arbitrator shall have the final power to strike any question that is irrelevant to the grievance or is not proper.

o. The employee or Union shall have reasonable access to public information, in accordance with the Massachusetts General Laws, c. 66, §10, for proper investigation of the merit of the grievance. The employee or 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 himself and them excused from duty for the hearing before the arbitrator. No grievant, steward, representative or agent of the Union, nor any witnesses called, 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. For the hearing before an arbitrator or City Manager or his representative, the employee or authorized witnesses shall be excused from duty, and he shall receive his regular pay for those hours. In no event will overtime compensation be paid for hours spent in connection with any activity under this article.

3.a. If the City feels that it is aggrieved by a Union interpretation or application of this contract, or action claimed to be under the contract or chapter 3 or Appendix C, it may submit a written grievance to the business agent of the Union.

b. From the date of receipt of said grievance, the representative of the Union shall issue a response in writing within ten working days.

c. If this response does not settle the grievance to the satisfaction of the City, the City shall have the right to appeal to an arbitrator selected through the AAA procedure within five working days.

d. The parties may by agreement extend the time limits involved herein. If there is no appeal to the next step within the time frame specified, the grievance will be conclusively presumed to have been settled.

e. Should the Union require more information to answer the grievance, it shall have the right to require the City to answer a reasonable number of questions. The time limitation for answering the grievance shall be suspended until receipt of the answered questions by the Union. The City may directly appeal to the arbitrator the necessity for answering any questions. The arbitrator shall have the final power to strike any question that is irrelevant to the grievance or is not proper.

f. If no answer is received to a grievance by the City, the City may consider that the grievance was denied upon the last permissible day and may file an appeal within five working days to the arbitrator.

4. The Union and the City shall appoint arbitrators in accordance with the procedures of the AAA. The expenses of the arbitrator shall be borne equally by the parties to any arbitration.

Tape recordings or stenographic record shall be kept of the arbitrator's hearings at the request of

either party. The arbitrator will certify typed transcripts from taped recordings for any party submitting these typed transcripts to him. Certification expenses are to be borne entirely by the requesting party.

5. 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 or the rules and regulations of the City and the charter, ordinances and statutes concerning the City, either actually or effectively.

c. The arbitrator shall only interpret such items and determine such issues as may be submitted to him by the written agreement of 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.

e. Appeal may be taken from the award to the Worcester Superior Court as provided for in paragraph 6.

6. Appeal from the arbitrator's award may be made to Superior Court on any of the following bases, and said award will be vacated and another arbitrator shall be appointed by the Court to determine the merits if:

a. The award was procured by corruption, fraud, or other undue means;

b. There was evident partiality by an arbitrator appointed as a neutral, or corruption by the arbitrator, or misconduct prejudicing the rights of any party;

c. The arbitrator exceeded his powers by deciding the case upon issues other than those specified in sections 5(b) and (c), or exceeded his jurisdiction by deciding a case involving non-grievable matters as specified in section 1, or rendered an award requiring the City, its agents or representatives, the Union, its agents or representatives, or the grievant to commit an act or to engage in conduct prohibited by law as interpreted by the courts of this Commonwealth;

d. The arbitrator refused to postpone the hearing upon a sufficient cause being shown therefor, or refused to hear evidence material to the controversy, or otherwise so conducted the hearing as to prejudice substantially the rights of a party;

e. There was no arbitration agreement on the issues that the arbitrator determined, the parties having agreed only to submit those items to arbitration as the parties had agreed to in writing prior to the hearing, provided that the appellant party did not waive his objection during participation in the arbitration hearing; but the fact that the award orders reinstatement of an employee with or without back pay, or grants relief that would not be granted by a court of law or equity, shall not be grounds for vacating or refusing to confirm the award.

7. In the course of 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, Memorandum of Agreement, City records, or other writing acknowledged by the parties, City ordinance or statute, or rule or memorandum issued by the City Manager.

8. This article shall become effective upon execution of the contract.

ARTICLE 20

TUITION REIMBURSEMENT

A. The City will establish an experimental tuition reimbursement program for each fiscal year of the contract.

B. Tuition reimbursement will be allowed for:

1. Job-related course(s) taken;
2. When prior approval has been granted by the department head;
3. When proof of course completion and attainment of passing grade or a certificate of satisfactory completion for an ungraded course has been presented to department head; and
4. If the employee agrees to work for the City after completion of the course for one year.

C. Reimbursement will be 50%, or \$100 per course (tuition and fees only), whichever is greater, for a maximum reimbursement per employee of \$200 per fiscal year. Employees may also be reimbursed up to an additional \$100 per fiscal year for course-related books.

D. The City shall establish a tuition reimbursement fund in the amount of \$2,000 annually. After completion of the course, department heads shall forward the required information to the Office of Human Resources, which will process payment. Reimbursements shall be processed on a first-come, first-served basis, and will not be processed if funds are exhausted in any year.

E. This article shall terminate on June 30, 2000.

ARTICLE 21

FLEX TIME STUDY COMMITTEE

The City and Association agree to participate in a study committee (hereafter “the Committee”) to review the potential use of a so-called “flex time” work time scheduling system for employee members of the Association. Either the City or the Association may submit subject matters to be studied.

The Committee shall be composed of two (2) representatives designated by each party. These representatives will elect or designate a fifth member, a neutral who will serve as chairperson.

The Committee will endeavor to gather data and authorize opinions regarding subjects of study. After consideration of such data and authoritative opinion, the Committee shall make a written recommendation as to each subject matter of study.

The Committee will adopt procedures and meet at reasonable times to accomplish its purposes. The Committee shall meet monthly, or at such other times as it determines to be appropriate.

Association members, after reasonable notice to, and with permission of their supervisor(s), will be allowed to participate in Committee activities during hours of employment without loss of compensation. Permission will not be unreasonably withheld.

The report will be available to the parties for collective bargaining purposes. Dissents from the majority may be reported by either the Association or the City designees.

ARTICLE 22

EMPLOYEE DRESS

Members of the bargaining unit are required to wear reasonable and appropriate clothing at work.

ARTICLE 23

EVALUATIONS

Department heads will be authorized to make annual written evaluations of all members of the bargaining unit on an agreed upon form to be placed in their respective personnel files.

ARTICLE 24

DAMAGED CLOTHING AND PERSONAL ITEMS

The City will pay up to \$50 per employee per fiscal year for clothing or personal items damaged or destroyed in the course of performing work duties. Total claims per annum will be limited to \$1,000. The City's Human Resources Office will handle all claims under this article and will be responsible for determining their validity. The Human Resources Office may require the employee to submit a receipt for damaged items and/or statements from a witness.

ARTICLE 25

CONDITION AND DURATION OF AGREEMENT

1. Effective Date

The signing of this Agreement by the authorized representatives of the Association and the municipal employer shall constitute an entire agreement effective when signed until the 30th day of June, 2003.

2. Termination

This Agreement shall remain in full force and effect until June 30, 2003, and it shall automatically renew itself thereafter during negotiations for a new Agreement, unless either party shall send a ten (10) day written notice of termination. Said notice of termination shall not be effective prior to July 1, 2003.

3. Collective Bargaining Negotiations

Either party to this Agreement may reopen negotiations for a new Agreement not earlier than January 1, 2003. Should either party to this Agreement wish to inaugurate collective bargaining discussions for a new Agreement to be effective after July 1, 2003, it is agreed that notice of the new Agreement and the language with which such desired Agreement is to be expressed shall be mailed to the authorized parties signatory to this Agreement not earlier than April 1, 2003, nor less than thirty (30) days before the termination date of this Agreement. The parties receiving such notice of the proposed Agreement shall seek establishment of a meeting for negotiations for the proposed Agreement to be effective after July 1, 2003.

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

Signed this _____ day of _____, 2002.

CITY OF WORCESTER

WORCESTER CLERKS ASSOCIATION

Thomas R. Hoover
City Manager

Barbara Cashman
President

Steven Mourginis
Assistant City Solicitor
Office of Human Resources

William S. Ahalt, Esq.

ATTACHMENT A

As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the workshift of an employee, including all breaks and the lunch period.

Failure to comply with this term shall be subject to progressive discipline.

For the purposes of this paragraph, possession shall mean possession on City property or City equipment.

ATTACHMENT B

The City and the Union agree to form a study committee to discuss light duty assignments for employees on worker's compensation or on extended sick leave. Said study committee shall consist of six people, three appointed by the City and three appointed by the Union.

ATTACHMENT C

The City and the Union agree to form a study committee to discuss childcare. The study committee will consist of six people, three appointed by the City and three appointed by the Union.

ATTACHMENT D

The City agrees that it will study the issues of recruitment and retention in the Police Department Bureau of Records and the appropriate classification of clerical positions in Police Department offices staffed by only one clerical position. The City and the Union agree that they will meet to discuss possible solutions to these issues after the study.