

MEMORANDUM OF AGREEMENT
between
CITY OF WORCESTER
and
LOCAL 378, I.B.P.O.

This Memorandum of Agreement sets forth the material terms of a one year agreement for Fiscal Year 2004 and a three-year Agreement, covering the period from July 1, 2004 through June 30, 2007, which the parties' negotiators have reached in the process of negotiations and which the Union's membership has ratified. In the event the City Council fails to provide appropriations for the economic items, the parties agree that all items in this package proposal shall be returned for further bargaining, and that both parties will be free to revert to their official on-the-record positions. Upon such funding as required by law, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement into the 1997-2000 Agreement and the 2000-2003 Memorandum of Agreement.

1. **Duration.** Except as provided in paragraph 2 below, the current collective bargaining agreement shall be extended without change for a period of one year. The new collective bargaining agreement shall cover the period from July 1, 2004 through June 30, 2007.
2. **Salaries.** The City's wage offers are contingent upon the Union's agreement that the wage increases provided will be final and, therefore, not subject to any obligation or request for re-opener; Article 40 to be deleted. In consideration of changes in health insurance contribution rates and certain changes in plan design, the City proposes the following changes:
 - a. **FY 2004.** The City agrees to increase Schedule A, as most recently amended under Schedule 4, by 1.0% effective July 1, 2003. One-fourth of this increase (0.25%) shall be a general wage increase and three-fourths of this increase (0.75%) shall be in consideration of Local 378 being the first union to settle a multi-year agreement with changes in health insurance provisions. Inasmuch as FY 2004 has passed, it is understood and agreed that members of the bargaining unit employed in fiscal year 2004, shall receive the retroactive pay increase, including increased education incentive, overtime, and holiday earnings, as follows: .25% wage increase will be paid as soon as practical following ratification of the Agreement; and .75% to be paid as soon as practical after July 1, 2006.
 - b. **FY 2005.** Retroactive to July 1, 2004, Schedule A, as most recently amended under paragraph 2a above, shall be increased by 2.0% across the board.

- c. FY 2006. Effective July 1, 2005, salaries in Schedule A shall be further increased by 2.0% across the board. In addition, a 1.0% across-the-board increase shall be granted on the same date as the health insurance changes set forth in paragraph 3a below.
 - d. FY 2007. Effective July 1, 2006, salaries in Schedule A shall be further increased by 2.0% across the board. In addition, a 1.0% across-the-board increase shall be granted on the same date as the health insurance contribution rate change set forth in paragraph 3b below, and shall be calculated after the 2.0% increase. Effective June 30, 2007, salaries in Schedule A shall be further increased by 1.0% across the board.
 - e. Add Step 1A to schedule, as follows: For officers hired after Council funding of this Agreement, there shall be a new step added to the salary schedule, to be effective during the one-year probationary period after the officer is sworn in to office, which shall be set halfway between the Academy rate (Step 1) and the current Step 2, i.e. approximately \$39,708 on the 6/30/03 Schedule 4.
3. **Health Insurance.** The City will maintain existing percent contributions and plan design through June 30, 2005. Thereafter, the parties agree as follows:
- a. Effective January 1, 2006:
 - Plan Design changes as follows: \$10 office visit co-pay for all plans; \$10/\$20/\$35 Rx co-pays for all plans; and \$50 ER visit co-pay for Fallon (Blue Choice already \$50).
 - The City's contribution rate for active employees shall be set at 86% for the Fallon plans and 84% for the Blue Cross plan; the subscriber shall pay the remainder.
 - The City's contribution rate for Master Medical shall be set at 60%; the subscriber shall pay the remainder.
 - The City's contribution rate for active employees hired on or after January 1, 2006, for all plans other than Master Medical, shall be set at 75%; the subscriber shall pay the remainder.
 - b. Effective July 1, 2006: For employees hired before January 1, 2006, the City's contribution rate towards all health plans other than Master Medical, effective July 1, 2006, shall be set at 80%; the subscriber shall pay the remainder.
 - c. It is understood and agreed, as an exception to the current provisions of Article 30, Savings Clause, that if any portion of the health insurance changes set forth in this paragraph, which are essential components of the parties' settlement, are held invalid by a tribunal of competent jurisdiction, or if compliance 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 1.0% salary increases set forth in paragraph 2c

and 2d above until such time as a final judgment is rendered and not appealed which declares such provisions valid or removes any restraint on their enforcement.

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

4. **Education Incentive/Overtime.** Effective January 1, 2006, revise the second subsection of the Education Incentive in Article 27 to read:

These payments shall become part of base compensation to be received weekly and to be used for the calculation of overtime pay and holiday pay.

5. **Defibrillator Stipend.** In full settlement of any claims under Article 36, that article will be amended in pertinent part to require the payment of an annual AED stipend of \$250 effective in Fiscal Year 2006, with the first payment to be made in the first pay period of September, 2005.

6. **Court Time.** Effective December 1, 2006, the minimum compensation for court time under Article 24 shall be increased to four (4) hours.

7. **Wellness.** The parties agree in principle to adopt the wellness day provision of the Local 504 contract, to be effective in FY 2006.

8. **Off-Duty Assignments.** Effective within 21 days after City Council funding of the 2004-2007 Agreement, off-duty road/construction jobs performed for utility companies shall be compensated according to the following minimum hours at the applicable detail rate:

- a. For details worked in excess of four (4) hours, but less than six (6) hours, a minimum of six (6) hours' pay.
- b. For details worked in excess of six (6) hours, but less than eight (8) hours, a minimum of eight (8) hours' pay.

9. **Education/Longevity.** Revise Article 27 as follows:

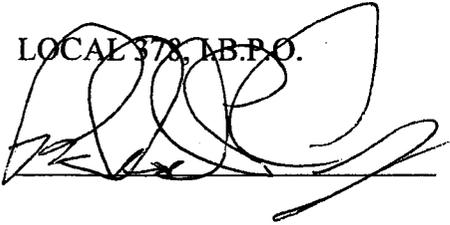
- a. In the second paragraph, revise "after July 1, 1982" to read "after January 1, 1988".
- b. Annual longevity benefits for employees hired before January 1, 1988 who are not eligible for education benefits shall be increased as follows:
 - By \$125 effective July 1, 2005; and
 - By an additional \$125 effective July 1, 2006.

SIDE LETTER

This letter reflects the parties' understanding that the Police Department operates under a twenty-eight day work period for purposes of overtime under the federal Fair Labor Standards Act. The parties acknowledge that under the current collective bargaining agreement and current practice, overtime is paid in many instances before federal law requires such payment. Nothing in this Side Letter shall alter the way in which overtime is calculated under the 2000-2003 collective bargaining agreement and under past practice.

Dated this 26th day of May, 2005.

LOCAL 378, I.B.P.O.



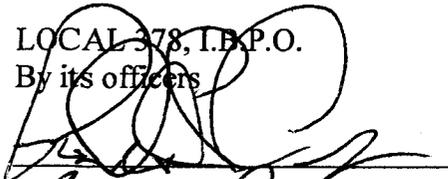
CITY OF WORCESTER

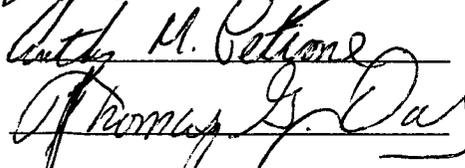


10. **Civil Process Server Stipend.** Beginning in June, 2007, and each June thereafter, members of the unit who have passed their probationary period shall be paid a civil process server stipend of \$250 which shall not be considered part of base salary for any purpose, but shall be considered regular compensation for purposes of retirement.
11. **Continuing Discussions.**
- a. Notwithstanding the settlement of this Agreement, the parties will have continuing negotiations about revisions in Article 31 (Drug and Alcohol Use), specifically the first three paragraphs, as well as the provision regarding drug specific testing. However, it is understood and agreed, notwithstanding these negotiations, that the standard for any testing for prohibited drug and alcohol use/possession shall continue to be based on probable cause.
 - b. Notwithstanding the settlement of this Agreement, the parties will have continuing negotiations about: inserting the statutory injured leave benefit (G.L. c.41, §111F) into the Agreement; inserting a provision for release of pertinent medical records to facilitate any independent medical evaluation; and addressing concerns of the Union about the timeliness of initial determinations of eligibility.

Dated this 26th day of May, 2005.

LOCAL 378, I.B.P.O.
By its officers



Anthony M. Petrone


Thomas G. Das


James P. Gannon

CITY OF WORCESTER,
by its City Manager

