

MEMORANDUM OF AGREEMENT
between
City of Worcester
and
Local 911, N.E.P.B.A.

This Memorandum of Agreement sets forth the agreements of the parties for a new agreement, to supplement and supersede inconsistent terms of prior agreements in effect through June 30, 2010. This Memorandum shall not be binding until approved by the City Manager and ratified by the membership of the Union. Failing such approval or ratification, this Memorandum shall not be admissible in any proceeding between the parties, and both parties will be free to revert to bargaining positions prior to the negotiations which produced this agreement.

1. Duration. The new collective bargaining agreement shall be effective through June 30, 2013. Language items agreed to by the parties will be effective on approval of funding, or as otherwise specified. Economic items will be effective on the specified dates.

2. Wages. The salary schedule in effect prior to this agreement shall be increased by 2.0% effective July 1, 2012.

3. Health Insurance.

a. Plan Design. The parties agree to replace the existing health insurance plans and plan designs and implement new health insurance plans¹ and plan designs developed by the City (as outlined on the attached open enrollment summary)² to be purchased for the FY 2012 plan year pursuant to MGL 32B, section 3. In consideration of the Union's agreement regarding health insurance plans, the City agrees to dedicate its savings from the adoption of such plans to support

¹ Members must fill out enrollment paperwork to enroll in one of the new plans. For members who do not fill out enrollment forms, the City will determine the appropriate replacement plan.

² A fourth plan (as outlined on the separately attached plan summary) will be available for police officials to enroll in a family health plan when an eligible member of their family permanently lives out of the coverage area of the three primary plans offered by the City (out of New England).

funding in the FY 2012 budget sufficient to avoid layoffs of bargaining unit personnel in that fiscal year, and upon passage of such a budget, not to layoff any police officer during FY 2012 employed at the time this agreement is executed. This item will be effective upon ratification of the agreement by the parties.

b. Premium Incentive. A premium incentive will be available to members in FY 2012 when selecting a lower cost health plan (whereby the member will not have payroll deductions for health insurance premiums) as follows: the premium incentive on the City Direct plan will be for 8 weekly pay periods and the premium incentive on the City Advantage Plan will be for 4 weekly pay periods.

4. Stipends and Allowances. The parties agree to delete Article 25 Clothing Allowance, Article 26 Defibrillator Stipend, and all related prior agreements regarding the Clothing Allowance Stipend, the Civil Process Server Stipend, and the Defibrillation Stipend effective July 1, 2011.

a. In consideration of the Union's agreement to City proposals reflected within this Memorandum, the Clothing Allowance Stipend, the Civil Process Server Stipend, and the Defibrillation Stipend shall be eliminated and in consideration of the continuing regulations and requirements, shall be added to the annual base salaries (starting at Step 1A through the applicable maximum step) effective July 1, 2011 per Attachment A.

b. Notwithstanding any prior agreements on clothing allowance payments, upon successful completion of recruit training, police recruits shall be paid a stipend of \$1,250 upon graduation from the academy.

5. Sick Leave Conversion. Revise the first paragraph of Article 17 to read as follows: Bargaining unit members shall be eligible to accumulate sick leave pursuant to Chapter 3, Article 1 of the City of Worcester Revised Ordinances. An employee who has accumulated in excess of one hundred (100) sick days may convert up to sixty-five (65) such days in excess of the 100 day threshold to administrative leave, such days to be paid at a rate of \$100 per day, and

paid in a lump sum to the employee upon retirement or to the employee's estate in the event of the employee's death while employed.

6. Court Time. The Worcester Police Policy and Procedure #470, Section N, adopted in November, 2008, prohibiting dual pay status shall not apply to situations where an officer is assigned to attend court, actually appears for court as scheduled, and is released from court. Even though such officer is still being paid the court time minimum upon such release, he or she shall be permitted thereafter to accept such detail work as may be available in accordance with the usual rules applicable to details. Upon implementation of this agreement, the Union agrees to dismiss with prejudice the case docketed as MUP-10-6151.

7. Integrated Contract. The Union and the City agree to execute a fully integrated collective bargaining agreement for the FY 2011 – FY 2013 period within 120 days of the implementation of this agreement. The City shall be responsible to prepare the first draft of the integrated CBA, and submit the same to the union within a reasonable amount of time in order that the parties may review and execute the integrated CBA within the 120 day time period.

8. Sick Leave Bank.

Amend Article 33, Section E, by replacing from the current first sentence immediately following the word 'Committee': through the first comma in the current second sentence with the following:

'for the sick leave bank benefit as follows: upon submission of a completed sick bank application, together with the customary supporting medical documentation, the employee shall be granted up to twenty (20) sick leave days. In the event of further need'.

9. Study Committee. The parties agree to participate in a study committee of two officials and two city representatives to review the issue of sick leave bank, which will conclude its study on or before June 30, 2013.

10. Employees Affected by Lavoff. Employees of the bargaining unit laid off from the Worcester Police Department on February 27, 2009 and rehired on or before May 11, 2011, shall have their anniversary date restored to their original hire date for purposes of vacation eligibility and to September 8, 2008 for departmental job bidding eligibility.

11. In consideration of the Union's agreement to City proposals reflected in this memorandum as well as the Union's early recognition for contribution rate changes to 75/25 back to July 1, 2009, allowing for cost savings which preserved jobs and critical City services in FY10 and FY11, the wage schedule shall be increased by 1% effective January 1, 2013.

LOCAL 911, NEPBA

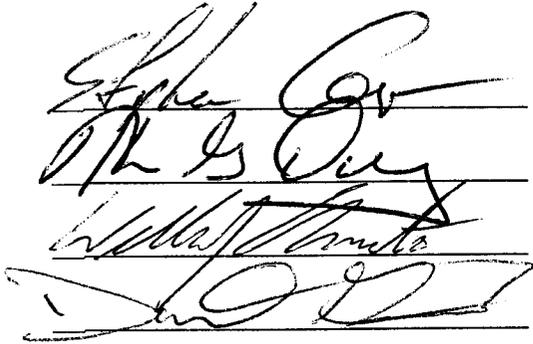
CITY OF WORCESTER

By its City Manager



Michael V. O'Brien

Date: 5.16.11



Date: _____

received from L911 5-16-11.
AKJ
5/16/11

ATTACHMENT A

SCHEDULE 4 - UNIFORMED POLICE,
LOCAL 911, NEPBA (POLICE OFFICERS)

EFFECTIVE 7/1/2011

PAY GRADE	MINIMUM STEP 1	STEP 1A	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM STEP 6
No Degree Hired before 7/1/09 / All PO Hired after 7/1/09							
95	HOURLY \$19.38	\$23.41	\$26.55	\$27.46	\$28.38	\$29.83	\$30.85
	WEEKLY \$775.20	\$936.40	\$1,062.00	\$1,098.40	\$1,135.20	\$1,193.20	\$1,234.00
	ANNUAL \$40,448.83	\$48,860.01	\$55,413.64	\$57,312.94	\$59,233.11	\$62,259.47	\$64,388.36
Associate's Degree							
95	HOURLY \$25.66	\$29.12	\$29.12	\$30.12	\$31.13	\$32.72	\$32.72
	WEEKLY \$1,026.48	\$1,164.64	\$1,164.64	\$1,204.68	\$1,245.16	\$1,308.96	\$1,308.96
	ANNUAL \$53,560.26	\$60,769.25	\$60,769.25	\$62,858.48	\$64,970.67	\$68,299.66	\$68,299.66
Bachelor's Degree							
95	HOURLY \$27.91	\$31.68	\$31.68	\$32.77	\$33.88	\$35.62	\$35.62
	WEEKLY \$1,116.56	\$1,267.28	\$1,267.28	\$1,310.96	\$1,355.12	\$1,424.72	\$1,424.72
	ANNUAL \$58,260.50	\$66,124.86	\$66,124.86	\$68,404.02	\$70,708.22	\$74,339.85	\$74,339.85
Master's Degree							
95	HOURLY \$29.04	\$32.97	\$32.97	\$34.10	\$35.25	\$37.07	\$37.07
	WEEKLY \$1,161.60	\$1,318.60	\$1,318.60	\$1,364.10	\$1,410.10	\$1,482.60	\$1,482.60
	ANNUAL \$60,610.63	\$68,802.66	\$68,802.66	\$71,176.79	\$73,577.00	\$77,359.95	\$77,359.95

FY12 Open Enrollment Summary

The City of Worcester Health Insurance Plan Choices - Effective July 1, 2011

Benefits	New FY '12 BCBS Plan	NEW for FY '12	
		The City of Worcester Advantage Plans	
Plan name	Network Blue N.E. Options Plan (with Three Tiers*)	Direct	Advantage
Deductible	\$250/\$750 (T2/T3)	\$200/\$600	Tier 1* Tier 2*
Routine Physical Exams	\$0	\$0	\$250/\$750
PCP office visit	T1: \$15 T2: \$25 T3: \$35	\$15	\$15 \$20
Specialist visit	\$35	\$25	\$25 \$30
Emergency room	\$100	\$100	\$100
Inpatient hospital	T1: \$150 T2: \$200 T3: \$500 after deductible	\$200 after deductible	\$250 after deductible \$500 after deductible
Same day surgery	T1: \$150 T2: \$200 T3: \$500 after deductible	\$100 after deductible	\$150 after deductible \$300 after deductible
Diagnostic services (Lab, X-ray, etc.)	T1 \$0 T2/T3 \$0 after deductible	\$0 after deductible	\$0 after deductible
Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)	T1: \$50 hospital or non-hospital T2: \$50 after deductible hospital or \$50 non-hospital T3: \$450 hospital after deductible or \$50 non-hospital	\$50 non-hospital or \$100 hospital after deductible	\$50 non-hospital or \$100 hospital after deductible
Rx	\$10/\$25/\$45	\$10/\$25/\$45	\$10/\$25/\$45

(*Tiers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000)