

MEMORANDUM OF AGREEMENT #4  
between

THE CITY OF WORCESTER  
and  
WORCESTER CLERKS' ASSOCIATION

(July 1, 2008 - June 30, 2010)

WHEREAS, the City of Worcester and the Worcester Clerks' Association have negotiated for a successor contract to the 2007-2008 Agreement, and

WHEREAS, the City and the Union have come to terms relative to the new contract between the parties; and

NOW, THEREFORE, the City and the Association agree as follows:

The existing contract shall be continued in full force and effect, except as modified herein, pending the drafting of a successor contract document.

1. Article 2, Recognition

The parties agree to amend the Section of the Article entitled Departments, by including the Elder Affairs Office, effective May 1, 2009.

2. Article 3, Management Rights

***WITHDRAWN without prejudice to the City's existing management rights provided either by contract or practice.***

3. Article 4, Agency Service Fee

The parties agree to amend paragraph 1 of this Article by deleting the words, "the monthly dues provided however that such fee shall not exceed \$6.50 per month" and inserting in place thereof the words, "the cost of contract administration and negotiations not to exceed \$7.00 per month." The paragraph would then read,

"Effective the 90<sup>th</sup> 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 cost of contract administration and negotiations not to exceed \$7.00 per month."

4. Article 7, Health Insurance

(a) **WITHDRAWN**

(b) The parties agree the following co-pay changes to all health insurance plans provided by the City will be implemented effective July 1, 2009:

- Inpatient co-pay \$250
- Same day surgery co-pay \$150
- Emergency Room \$75
- Specialist Office Visit co-pay \$20

(c) The parties agree the following change to the Fallon dental plan will be implemented effective July 1, 2009:

- Coverage for dependent children to age 12 only

5. Article 11, Equal Opportunity and Non-Discrimination

The parties agree to amend the Article by deleting the existing language in the first paragraph and inserting the following in its place:

The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation, as defined by law, age, as defined by law, race, color, religion, handicap, national origin, or genetic information, military status or for membership or non-membership in the Association.

6. **WITHDRAWN**

7. **WITHDRAWN**

8. Article 14, Waiver The parties agree to clarify the Article by deleting the following language from the second paragraph: "...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."

9. Article 15, Police Department

The parties agree to clarify the contract by deleting this Article and reserving the Article number for future use.

10. Article 18, Employee Benefits

(a) The parties agree to clarify Section 5, Posting of Positions by adding the phrase “that the City intends to fill” after the words “all open positions in the bargaining unit.”

(b) The parties agree to amend the Article by deleting Section 7, Service Bonus, and reserving the section for future use.

11. *WITHDRAWN*

12. Article 20, Tuition Reimbursement

(a) The parties agree to amend paragraph 4 of the Article by deleting the figure of “\$2,000” and inserting in place thereof the figure of “\$3,000”, effective upon ratification of this Agreement.

(b) The parties agree to amend paragraph 3 of the Article by deleting the figures “\$100” and “\$200” in the first sentence and inserting in place thereof the figures “\$150” and “300”, effective upon ratification of this Agreement.

13. Article 25, Conditions and Duration of Agreement

The parties agree to amend the Article to provide for a two-year agreement effective July 1, 2008 and ending June 30, 2010, unless otherwise provided for.

14. Attachment A

The parties agree to clarify Attachment A by adding at the end of the first sentence the words, “nor shall an employee report to work under the influence of either alcohol or illegal drugs.”

15. Attachments B, C and D

The parties agree to amend the contract by deleting Attachments B, C and D.

16. *WITHDRAWN*

17. Health Insurance Premium Contribution Rates

The parties agree to amend Article 7, by deleting the last sentence of Section 1, and inserting the following in lieu thereof:

Effective July 1, 2009, 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 a Master Medical Plan who will pay forty percent (40%) and the City will pay sixty percent (60%).

This Agreement is subject to ratification by the Association and by the City Manager, and to appropriation by the City Council.

This Agreement has been duly executed by the authorized representatives of the City of Worcester and the Worcester Clerks' Association.

WORCESTER CLERKS' ASSOCIATION

CITY OF WORCESTER

X By: Susan Daviau  
Susan Daviau, President

By: D. M. Moschos  
D. M. Moschos, Esq., Special Counsel

Dated: 2/3/10

Dated: 2/6/10

By: William S. Ahalt  
William S. Ahalt, Esq., Counsel

Dated: 1-27-10

RATIFIED:

RATIFIED:

WORCESTER CLERKS' ASSOCIATION

CITY OF WORCESTER

X By: Susan Daviau  
Susan Daviau, President

By: Michael V. O'Brien  
Michael V. O'Brien, City Manager

Dated: 2/3/10

Dated: 3-17-10

By: William S. Ahalt  
William S. Ahalt, Esq., Counsel

Dated: 1-27-10