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MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF WORCESTER
AND
WORCESTER POLICE OFFICIALS ASSOCIATION
FOR A SUCCESSOR AGREEMENT

WHEREAS: The City of Worcester (the City) and the Worcester Police Officials Association (the Union) have been negotiating for a successor contract to the agreement dated July 1, 1990 to June 30 1992; and

WHEREAS: The City and the Union have come to terms relative to a new contract between the parties; and

WHEREAS: The parties have agreed to execute a Memorandum of Agreement pending the drafting of a new contract document;

NOW, THEREFORE, be it agreed to by the City of Worcester and the Worcester Police Officials Association, as follows:

1. The existing contract shall be continued in full force and effect for the period July 1, 1992 to June 30, 1993. For the period July 1, 1993 through June 30, 1996, the existing contract for July 1, 1992 to June 30, 1993 shall be continued in full force and effect, except as modified herein.

2. Article 3, Union Dues and Agency Fee. Amend Article 3, paragraph B1, by deleting the following language from the last sentence "provided, however, that such fee shall not exceed \$4.00 per month."

3. Article 7, Performance by Police Officials. Add the following paragraphs:

"Shift transfers will not be utilized as a disciplinary measure without the express written consent of the employee affected thereby. It is understood that nothing in this Article will restrict the Chief of Police from making non-disciplinary transfers in accordance with the provisions of Article 3."

D. The Sick Leave Bank shall be administered by a committee consisting of three individuals. One such representative shall be designated by the Union, and one such representative shall be designated by the Director of the Executive Office of Human Resources. The aforementioned representatives shall designate a third individual to act as Chairman of the committee in the event that the Union representative and City representative are unable to agree in any matter before the committee.

E. Any employee of the bargaining unit who has elected to participate in the Sick Leave Bank and who has utilized all his accumulated sick leave may make application to the committee for a grant of up to thirty (30) sick leave days. In the event of need, an employee of the bargaining unit may make application to the committee for additional grants of sick leave days not to exceed thirty (30) in number.

F. In making a decision to grant requests of an employee for sick leave days from the Sick Leave Bank, the committee shall consider, along with other factors deemed relevant by it, the following:

1. Length of service in the Police Department;
2. Attendance record of the employee;
3. Prior use of sick leave; and
4. Medical evidence of accident or illness requiring prolonged absence.

G. If an employee is receiving benefits from the Sick Leave Bank, and if the committee deems additional medical evidence necessary for the determination of a future request, the committee may require such employee to be examined by a physician specializing in the field of the illness for which such employee is receiving benefits. The cost of any such examination will be paid by the City, and any report issued by a physician shall be treated by the committee as strictly confidential.

H. Any decisions of the committee administering the Sick Leave Bank with respect to eligibility and entitlement shall be final and binding and not subject to the grievance and arbitration provisions of the Agreement.

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"No employee of the bargaining unit will be required to participate in person in a line-up unless there exists probable cause to believe such employee has committed a crime."

4. Article 10B, Grievance Processing. Amend the Article to provide that the Union President and one alternate shall be designated as responsible for grievance processing. Substitute "Union President" for primary representative throughout the Article. Add a new sentence as follows: "The Union President shall be permitted to bid shift assignment only subject to availability of shift."

5. Article 14, Sick Leave. Add a new paragraph G:

"If a member of an employee's immediate family is ill, such bargaining unit employee may utilize his accumulated sick leave, up to a maximum of six (6) days each fiscal year, for the purpose of taking care of such person. For the purposes of this Article, the term "immediate family" shall include such employee's spouse, children, mother or father."

6. Article 14A, Sick Leave Bank. Add the following Article:

A. Effective July 1, 1994, a Sick Leave Bank is established to provide income maintenance for employees of the bargaining unit who have exhausted their accumulated sick leave. Days may be withdrawn from the Sick Leave Bank for non-occupational illness or accident of an employee.

B. Between May 1 and May 31 of each year, each employee of the bargaining unit shall designate on a form agreed upon by the parties whether such employee desires to participate in the Sick Leave Bank for the fiscal year to commence the next following July 1. For employees of the bargaining unit promoted after May 31 of a given year, such employee shall make such designation within one (1) month of promotion.

C. Any employee who elects to participate in the Sick Leave Bank shall be entitled to donate two (2) days of his accrued sick leave to the Sick leave Bank as of July 1 of each year or within one (1) month of his promotion, as the case may be. The amount so donated to the Sick Leave Bank shall then be deducted from such employee's accumulated sick leave.

7. Article 19, Blue Cross-Blue Shield Participation. Delete paragraph 4 and renumber accordingly. Add the following paragraph to Article:

"7. Pursuant to the provisions of General Laws Chapter 32B, the City may, at any time during the life of this Agreement, approach the Union for collective bargaining on the issue of health insurance. The Union agrees to honor any such request. The City agrees that no changes in health insurance will be made until such changes are mutually agreed to by the parties. In the event of a dispute concerning this paragraph, either the City or the Union may petition the Joint Labor Management Committee for municipal police and fire for assistance in resolving such dispute."

8. Article 20, Wages. Amend this Article to be consistent with the following increases: Effective July 1, 1994, there shall be a 4% across-the-board wage increase. Effective January 1, 1995, there shall be an additional 2% across-the-board wage increase. Effective April 1, 1995, there shall be an additional 4% across-the-board wage increase. Effective July 1, 1995, there shall be an additional 4% across-the-board wage increase.

In addition to the foregoing wage increases, during the first pay period in July 1994, all employees of the bargaining unit shall receive a lump sum payment in the amount of one thousand (\$1,000.00) dollars in lieu of any retroactive payments which such employees might be due during the period of July 1, 1992 through June 30, 1994.

9. Article 31, Limited Duty Study Committee. Add a new Article 31 and renumber accordingly, to provide as follows:

"The Union and the City agree to participate in a study committee (hereafter "Committee") to review the potential use of limited duty in the Police Department. Either the Union or the City 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 chairman.

The Committee will endeavor to gather data and authoritative 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 will be composed not later than September 1, 1994, and will conclude its report not later than February 1, 1995. The Committee shall meet monthly or at such other times as it determines to be appropriate.

Union designees, after reasonable notice to and with permission of their shift Commander, 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 Union or the City designees.

Both parties agree to negotiate with respect to subject matters raised in the Committee's report as part of the overall collective bargaining process to commence in 1996."

10. Article 32, Seniority Bid System. Effective July 1, 1994, add the following Article and renumber accordingly:

"A. All bargaining unit employees will remain in their current positions.

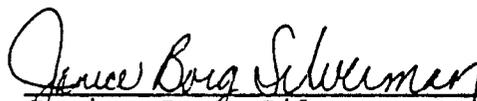
B. When a position becomes vacant, it will be posted for one week. Employees may signify their desire to occupy any such posted vacancy by submitting a form to be provided by the City, said form to be submitted no later than ten (10) days following the first day of the posting.

C. The City may select any employee submitting a form for the position, and an employee's seniority within grade shall be a consideration in the selection. If the City does not choose the most senior employee who has submitted an application for the position, it shall state its reasons for not so selecting said employee.

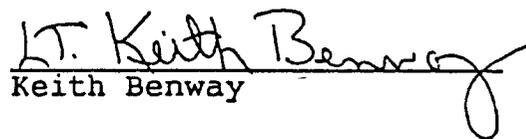
D. It is further agreed that the provisions of this Article shall be subject to the grievance procedures set forth in Articles 12 and 13 of the contract, and if the Arbitrator finds that the City's reasons for not selecting the most senior employee for the position are pretextual, the appointment shall be vacated and the City shall make a subsequent appointment subject to the provisions of this Article.

E. It is agreed that the provisions of this Article shall apply to the Uniform and Operations Divisions only."

CITY OF WORCESTER
By its attorney,


Janice Borg Silverman, Esq.
Director
Office of Human Resources

WORCESTER POLICE OFFICIALS
ASSOCIATION
By its President,


LT. Keith Benway
Keith Benway

Dated: 6-24-04