

AGREEMENT

between

CITY OF WORCESTER

and

WORCESTER POLICE OFFICIALS ASSOCIATION

July 1, 1988

to

June 30, 1990

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ARTICLE 1

AGREEMENT

This agreement is made and entered into at Worcester, Massachusetts, pursuant to the provisions of General Laws c. 150E, 150E, as amended, by and between the City of Worcester, a municipal government acting through the City Manager (hereinafter referred to as "the City"), and the Worcester Police Officials Association (hereinafter referred to as "the Union").

It is mutually agreed that both parties to the 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 wages, hours, standards of productivity and performance, and any other terms 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 wages, hours, standards of productivity and performance, and any other terms 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 state statutes, City charter or ordinance of the City of Worcester, except as expressly limited herein.

ARTICLE 2

UNIT REPRESENTATION

In accordance with the certification of the State Labor Relations Commission, Case No. MCR-964, the Worcester Police Officials Association is the exclusive bargaining agent for the following job classifications as they may appear in the Worcester Police Department and excluding all other job classifications:

Police Sergeant
Police Lieutenant
Police Captain

ARTICLE 3

UNION DUES AND AGENCY FEE

A. Voluntary Union Dues

Union dues shall be deducted monthly from the salary of each employee in the bargaining unit who voluntarily executes and remits to the City a form of authorization for payroll deductions of Union dues. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay. The Union will assume full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union.

B. Agency Service Fee

1. Effective the ninetieth day following the beginning of employment, each employee of the bargaining unit who is not a member of the Union 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 Union in an amount equal to the month dues, provided however, that such fee shall not exceed \$4.00 per month.

2. The Union 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 Union, who shall provide such information to the City Treasurer as may be required by said City Treasurer under G. L. C. 180, §17G.

3. Any authorization for deduction 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 Police Officials 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 head of my department, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the treasurer of said Worcester Police Officials Association.

Signature

4. This article shall not apply to any employee who has authorized the City Treasurer to deduct Union dues under Article 3, paragraph A, of this agreement.

5. No action by the City shall be considered against any employee of the bargaining unit for failure to meet his agency fee obligations, unless and until the Union certifies

in writing to the City that said employee has not met the agency service fee obligation. The City and the Union shall share equally the costs of proceedings initiated to terminate the employment of bargaining unit employees for failure to meet agency service fee obligations.

6. It is understood by the City and the Union that deduction of the agency service fee shall be made by the City through its Treasurer.

7. This article shall be effective sixty (60) days after the execution of this agreement.

ARTICLE 4

MANAGEMENT RIGHTS

In the interpretation of this agreement, the City shall not be deemed to have been limited in any way in the exercise of the regular and customary functions of municipal management or governmental authority and shall be deemed to have retained and reserved unto itself all the powers, authority and prerogatives of municipal management or governmental authority including, but not limited to, the following examples: the operation and direction of the affairs of the department in all of its various aspects; the determination of the level of services to be provided; the direction, control, supervision and evaluation of the employees; the determination of employee classifications, job descriptions, and pay grades; the planning, determination, direction and control of all the operations and services of the department (and its units and programs); the increase, diminution, change, or discontinuation of operations in whole or in part; the institution of technological changes or the revision of processes, systems or equipment; the alteration, addition, or elimination of existing methods, means, location, organization, number and training of personnel of the department, or its units or programs; the assignment and transfer of employees; the scheduling and enforcement of working hours; the assignment of overtime; the determination of whether employees (if any) in a classification are to be

called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called; the determination of whether goods or services should be made, leased, contracted or purchased on either a temporary or a permanent basis; the hiring, appointment, promotion, demotion, suspension, discipline, discharge or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reasons; the making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures from time to time as the City deems necessary; the determination of the existence of an emergency and the power to take all necessary action to respond to that emergency notwithstanding any provisions of the contract; and the power to make appropriation of funds; except to the extent expressly abridged by a specific provision of this agreement.

The rights of management shall not be subject to submission to the arbitration procedure established in Article 10 herein.

Nothing in this article shall be interpreted or deemed to limit or deny any rights of management provided the City by law.

ARTICLE 5

NO STRIKE

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, or other action at any time, including upon termination of this agreement, which will interrupt or interfere with the said services performed by the City of Worcester. No employee or representative of the Association shall cause or take part in any strike, work stoppage, slow down or withholding of services at any time during the term of the agreement, nor shall any employee refuse to cross any picket line in the performance of his duties or in traveling to or from the job site. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employees' 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 6

RESIDENCY

All members of the bargaining unit shall comply with the requirements of M.G.L. c. 41 §99A.

ARTICLE 7

PERFORMANCE BY POLICE OFFICIALS

The Union acknowledges that the members of the bargaining unit are officials of the Worcester Police Department who agree to abide by the rules and regulations of the Department.

The Union further agrees that the members shall carry out their administrative and supervisory responsibilities in the best interest of the City, and members shall ensure that their subordinates perform their duties in accordance with law, the rules and regulations and the best interest of the City.

The Union further agrees that the members shall perform their duties in accordance with the standards of excellence expected of all officials of the City.

Notwithstanding the provisions of the Grievance Procedure as set out in Article 10, the existence of that Grievance Procedure shall not reduce each employee's obligation to obey a proper order first and later to pursue such contractual or legal remedies as he or she may have.

ARTICLE 8

OUTSIDE EMPLOYMENT

The City and the Union recognize the current rules and regulations and practices of the Worcester Police Department which vest control of outside employment in the Chief's discretion, subject to such requirements as he may impose.

ARTICLE 9

MEDICAL EXAMINATION

The terms of this paragraph shall apply when a decision by the City Physician can affect job rights of a covered employee and the parties disagree as to the medical facts on which their decision is based. In that event, the disagreement as to medical facts shall be finally determined by a third, impartial physician chosen jointly by the City's Physician and the affected employee's physician. If they are unable to agree, the impartial physician shall be chosen by the parties alternately striking names from a list of five (5) specialists provided by the President of the Worcester County Medical Society. The final remaining names shall determine the issue.

ARTICLE 10

GRIEVANCE PROCEDURE

Section One. For purposes of this Agreement, the term "grievance" shall be defined to be any actual dispute between the parties hereto, concerning the interpretation, application or enforcement of the terms of this Agreement (including appendices hereto) and any portions of the Revised Ordinances of the City of Worcester, 1974, which are specifically incorporated herein by reference. The foregoing, notwithstanding, any dispute subject to the jurisdiction of the Civil Service Commission or any Retirement Board, or any matter which is or has been filed before any administrative agency shall not be subject to the grievance procedure. Furthermore, unless by mutual written agreement of the parties, disputes arising prior to execution of the Agreement shall not be subject to the grievance procedure. Nor shall any dispute arising out of G.L. c. 14 §111F, or involving any decision, interpretation or application of §111F, be subject to the arbitration procedures outlined in Step 4 and §4 of this article.

Section Two. For purposes of this Agreement, use of the singular shall include the plural and use of the masculine form shall include the feminine. Furthermore, for purposes of this Article, "days" shall mean calendar days exclusive of all Saturdays, Sundays, legal holidays, and the day of occurrence or receipt of the grievance. All time limits

indicated herein shall be considered maximums, and such time limitation may be waived or extended only by written agreement of the parties.

Section Three: Grievances shall be processed in accordance with the following procedure:

Step 1. An aggrieved police official, or a Union representative acting on his behalf, shall raise the grievance orally with the official's captain or unit commander within three days of the occurrence of the aggrieved action, or within three days after grievant became aware, or should have reasonably become aware, of the matter out of which the grievance arose. The captain or unit commander shall reach a decision and communicate it to the grievant within one day of the presentation to him of the grievance.

Step 2. If the oral disposition of the grievance is not satisfactory to the member or Union, the grievant, or his Union representative, within three days shall reduce the grievance to writing specifying the details of the grievance and the remedy sought, on a form mutually agreed upon by the parties, and submit it to the Chief of Police. The Chief shall answer the grievance by written response within five days after receipt of the written grievance.

Step 3. If the grievance remains unresolved to the satisfaction of the grievant or the Union, within five days of receipt of the Police Chief's answer, the grievant or his

Union representative shall submit an appeal specifying the details, on a form mutually agreed upon by the parties, to the City Manager or his designated representative. The City Manager or his representative shall answer the grievance by written response within thirty days after receipt of the grievance.

Step 4. If the grievance remains unresolved, within ten days after receipt of the City Manager's answer the Union, but not any individual police official, may submit an appeal to arbitration. If there is no appeal to the next authority within the time limits specified herein, the grievance will be conclusively presumed to have been settled. Failure by the City to answer the grievance within the time limits set forth herein shall be considered a denial of the grievance.

Section Four: The fees and expenses of the arbitrator shall be borne equally by the parties to any arbitration. An impartial arbitrator shall be selected from panels of arbitrators provided by the American Arbitration Association. The arbitration hearing shall be conducted in accordance with rules and procedures mutually agreed upon by the parties, or if no such agreement is reached, in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the impartial arbitrator shall be final and binding upon the City and the Union, provided,

however, that the arbitrator shall be without power to alter, amend, add to or subtract from the provisions of this agreement, or the rules and regulations of the City and the Charter, Ordinances and Statutes concerning the City, as they are part of this agreement. The arbitrator shall interpret only such cases and determine such issues as may be submitted to him by the written agreement of the parties. Grievances may be settled without precedent at any stage of the grievance procedure until issuance of a final award by the arbitrator.

Section Five: The Union shall be entitled to submit grievances in the name of the Union in the same manner as provided herein for employees, such submission to commence at Step Three of Section Three of this article.

Section Six: If the City is aggrieved by an interpretation or application of the terms of this agreement or other subject matter within the scope of the grievance provisions hereof, it may submit a written grievance as follows:

Step 1. The City shall submit a written statement of the grievance to a duly designated representative of the Union at the local level. Said grievance shall be submitted within five days of the occurrence of the aggrieved action, or within five days after the City became aware or should have become aware of the matter out of which the grievance arose. Said local Union representative shall issue a response

in writing to the City Manager or his designated representative within five days of receipt of said grievance.

Step 2. If the grievance remains unresolved to the satisfaction of the City, within five days after receipt of Step 1 written answer, the City shall submit an appeal to legal counsel for the Union. The legal counsel shall answer the appeal by written response within thirty days after receipt of the grievance.

Step 3. If the grievance remains unresolved to the satisfaction of the City, within ten days after receipt of the Step 2 answer the City may appeal the grievance to arbitration before an impartial arbitrator. All provisions of Section Four of this article shall apply to such grievance arbitration proceeding.

ARTICLE 10B

GRIEVANCE PROCESSING

For purposes of this article, the Union shall give the City a list of three primary representatives, one from each shift and one alternate, authorized by the Union to process employee grievances. The alternate representative may act in the place of a primary representative on leave of absence. The primary representative, or his alternate acting in the primary's place, shall be permitted to be absent three hours per week from his place of duty and work assignment for the purposes of processing grievances. In no event shall the aggregate number of hours per week for processing grievances by the primary representative and his alternate exceed three hours. Time spent by a Union representative at grievance/arbitration proceedings on behalf of an employee whom the representative is representing shall not be considered part of the three hours provided herein. A Union representative shall be authorized to be absent from his tour of duty to attend meetings of the arbitration hearing if held during his tour of duty, provided that there is a grievance before the arbitrator involving an employee whom he is representing. After the arbitration hearing, said representative shall promptly return to duty.

Except as provided herein, representatives shall not otherwise be absent from their place of duty or work assignment.

Under no circumstances shall overtime be authorized for Union representatives in connection with their activities under this article.

During emergencies, as determined by the Chief of Police, absences authorized under this article may be suspended by the Chief of Police.

Prior to taking any absence under this article, the Union representative shall notify his immediate superior that the representative needs time off to process a grievance and shall notify his superior of his return to duty.

ARTICLE 11

COURT TIME

A. Compensation under this article shall apply for all covered appearances other than during a regularly scheduled tour of duty.

B. Covered appearance shall include:

1. Attendance when directed by the Chief of Police in conformance with the rules and regulations of the department, which attendance is in the performance of police official duties.

a. In a criminal or other case pending in any local, state or federal court.

b. Before a Grand Jury or United States Commissioner.

c. In conference with a local, state or federal prosecutor's office.

d. At any pre-trial conference or related hearing or proceeding when directed to appear through official department procedures; or

e. At any departmental disciplinary hearing when directed to appear as a witness on behalf of the department.

2. Attendance when directed by the Chief in conformance with the rules and regulations of the department and which attendance is in the performance of police official duties, before any department board, commission, division,

or official of any government or subdivision or agency therefor.

C. Compensation for covered appearance shall be made in the following manner:

1. One and one-half times the employee's regular straight time rate of pay for the entire period that the employee's attendance is required and the employee is present, irrespective of the number of individual proceedings in which the employee must appear, but in no event for less than three hours. The three hour minimum payment required by this paragraph shall not apply if the covered appearance continues into or over from the regular tour of duty. Payment will be to the next quarter for each fraction thereof.

2. In the event of an extended covered appearance the City may temporarily reassign a bargaining unit member to day tours when the employee's attendance will be required for more than two (2) consecutive days.

ARTICLE 12

CLOTHING ALLOWANCE

a) Effective July 1, 1988, the clothing allowance shall be \$750.00 per year. Effective July 1, 1989, the clothing allowance shall be increased to \$800.00 per year. The clothing allowance shall be paid in a lump sum the last pay period of August. Bargaining unit members shall provide proof of purchase upon request by the City. Members of the bargaining unit who will be mandatorily retired during the fiscal year shall receive pro rata payment of their clothing allowance.

b) When insufficient time is allowed by the City for phasing in uniform changes mandated by the City, the City shall assume the cost of the mandated uniform changes without extra expense to bargaining unit members.

ARTICLE 13

HOLIDAYS

The City agrees to provide members of the bargaining unit Martin Luther King's birthday as a holiday effective January 1, 1976. This holiday is granted subject to the same terms, conditions and restrictions as are applied to existent holidays.

Holiday pay shall be paid in accordance with present practice, provided, however, that any unit employee who actually works on New Year's Day, Thanksgiving or Christmas, shall be compensated at the rate of time and one-half such employee's straight time hourly rate of pay for all hours worked on such holidays, provided further, however, that such employee shall be entitled to such time and one-half pay only if such employee shall not have called in sick either that calendar day before or the calendar day after such holiday.

ARTICLE 14

SICK LEAVE

A. The City and the Union agree to be bound by the benefits and requirements of the City's Sick Leave Ordinance, C. 3, Article 1, of the Revised Ordinances of the City of Worcester, and the Sick Leave Rules and Regulations promulgated by the City Manager as they apply to members of this bargaining unit provided, however, that effective July 17, 1989, bargaining unit members may convert sick leave in excess of one hundred (100) days to administrative leave pursuant to Chapter 3, Article 1, §9 of the Revised Ordinances of 1986 (Administration Leave for Officials and Employees to be Retired), to a maximum of 35 days, notwithstanding anything to the contrary in that article. The parties agree that the afore-mentioned provisions are premised upon an experimental plan to determine whether sick leave utilization by unit members will decrease. Accordingly, the City and the Association agree that they will meet after five years to review data and make recommendations relative to the provisions contained herein.

B. Employees who have fifteen (15) years of consecutive full time service with the City and who have accumulated one hundred forty-five (145) days of earned sick leave at the date of first absence for illness or disability of a prolonged and uninterrupted nature, shall be compensated at half pay while absent from work for said sickness for the period of time commencing upon exhaustion of all accrued paid leaves,

including sick leave. Said half pay under this article shall terminate upon the first anniversary date of the absence.

C. No employee on sick leave status shall engage in any outside services for compensation during the hours said employee was scheduled to work for the City, without the Chief's approval.

D. If an employee requesting sick leave is not hospitalized, the City may refer that employee to the City Physician for examination. Such referral may be required on the first day of a requested sick leave when the City has reason to suspect that the request is not bona fide. Decisions of the City Physician shall be subject to review by the impartial physician provided for in the medical examination paragraph as set forth in Article 7.

E. Use of sick leave for any member of the collective bargaining unit, either on the working tour before or the working tour after a personal leave day, a paid holiday, or vacation leave, shall automatically result in loss of pay for the sick leave used, unless a physician's certificate is provided to the Chief's office within one week of the date of illness. The physician's certificate shall clearly state the date of treatment or examination, and shall describe the nature of the illness.

F. Members of the bargaining unit shall be allowed to accrue a maximum of one hundred seventy-five (175) sick leave days.

ARTICLE 15

PERSONAL LEAVE

A. The City agrees to provide for three (3) personal leave days with pay per year for employees who work the 5 & 2 schedule under Article 17. Such leave will be subject to rules and regulations promulgated by the City Manager.

B. It is understood by both parties that personal leave is restricted to employees who are regularly scheduled for a forty (40) hour work week, and that the notice requirement for personal leave is hereby reduced from the present two weeks to one week.

ARTICLE 16

VACATION

Effective July 1, 1983, and subject to the rules and regulations promulgated by the City Manager, the Chief of Police shall grant vacation leave in accordance with the provisions of Section 5 of the City's Vacation Leave Ordinance to police officials, as follows:

- A. Ten (10) working days of vacation. Every police official who has actually completed a minimum of one year of service but less than five years of full time continuous service during the twelve months preceding the first day of June in any year shall be entitled to ten (10) working days of vacation leave for the vacation year.
- B. Twenty one (21) working days of vacation. Every police official who has actually completed a minimum of five years but less than ten years of continuous service for the City shall receive 21 working days of vacation leave for such year.
- C. Twenty eight (28) working days of vacation. Every police official who has actually completed a minimum of ten (10) years of full time continuous service for the City shall receive 28 working days of vacation leave for such year.

- D. Whenever, in the opinion of the Police Chief, it is practicable, vacation will be assigned by order of seniority, provided the police official notifies the department of his vacation preference prior to May 1 of any vacation year. Seniority may be determined by the Chief on a sub-unit, basic unit, or shift basis.
- E. "Working day of vacation" shall be defined as days on which a police official is regularly scheduled to work. Days off which fall during a vacation period will not be considered as working days for purposes of computing the vacation allowance.
- F. Employees shall earn and use vacation leave on a calendar year basis effective January 1, 1990. For purposes of this article, an employee shall become eligible for the increase in vacation provided by this article upon the anniversary date of his employment in the appropriate calendar year.

ARTICLE 17

ADJUSTMENT LEAVE

1. Effective July 1, 1984, members of the bargaining unit shall be entitled to adjustment leave days on the following basis:

a. Employees who have actually completed at least six (6) months but less than five (5) years of full time, continuous service in the Worcester Police Department as of June 30, shall be entitled to 14 adjustment leave days in the calendar fiscal year of the City of Worcester.

6 mo - 5 yrs
14

b. Employees who have actually completed a minimum of five years but less than fifteen years of full time, continuous service in the Worcester Police Department as of June 30, shall be entitled to 11 adjustment leave days in the following calendar year of the City of Worcester.

5-15 yrs
11

c. Employees who have actually completed a minimum of fifteen years of full time, continuous service in the Worcester Police Department as of June 30, shall be entitled to 10 adjustment leave days in the following calendar year of the City of Worcester.

15 yrs +
10

2. Effective June 30, 1985, all members of the bargaining unit who have completed one year of continuous service as of June 30, shall receive 14 adjustment leave days in the following calendar year of the City of Worcester. The Chief of Police shall have the right to phase in the 14 adjustment

1-5 yrs
14

leave days for individual members of the bargaining unit in advance of June 30, 1985, where required to meet scheduling needs.

3. Adjustment leave days will be scheduled by the Chief in advance of the calendar year of entitlement. The Chief shall retain the right to schedule such days as his convenience requires, pursuant to Article 4.

4. Adjustment leave days not used in the calendar year for which they are accrued may not be carried forward into any future calendar year.

5. Those bargaining unit members assigned to a 4 & 2 schedule will not be granted adjustment leave days or personal days. Those members assigned to a 5 & 2 schedule with adjustment leave days shall be granted 3 personal days.

ARTICLE 18

COMPASSIONATE LEAVE

Members of the Association shall be granted a leave of absence without loss of pay, when requested in writing, to allow a member to properly attend the mourning and funeral of the following persons and in the amount of the following work days:

- a. Employee's spouse: five days.
- b. Employee's mother, father, sister, brother, son or daughter: three days.
- c. Employee's spouse's mother, father, son or daughter: three days.
- d. Employee's spouse's sister or brother: one day.
- e. Employee's grandmother, grandfather, grandson, granddaughter, blood aunt or blood uncle: one day.
- f. Employee's spouse's grandmother, grandfather, grandson or granddaughter: one day.
- g. Employee's stepmother, stepfather, stepson or stepdaughter: three days, if such relative resided in the employee's household at the time of death.
- h. Employee's stepson or stepdaughter: one day, if such relative resided outside the employee's household at the time of death.
- i. Any person for whom the employee was legal guardian at the date of such person's death: three days.

ARTICLE 19

BLUE CROSS/BLUE SHIELD PARTICIPATION

1. Effective January 1, 1982, the City's share of Blue Cross/Blue Shield premiums for Massachusetts Blue Cross-Blue Shield Master Medical Plan shall be 75%.

2. 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 the present master medical plan at a lower cost from another provider.

3. The City and Blue Cross/Blue Shield, or other insurance carrier, including self-insurance carrier ("the carrier"), will not provide payment for non-emergency hospitalization, unless the following criteria are met:

- a) Pre-admission review. All inpatient admissions for non-emergency, non-maternity care may be reviewed for medical necessity before the employee is admitted to the hospital.
- b) Concurrent review. The patient's care during the hospitalization may be monitored to make sure that continued hospitalization is appropriate.
- c) Discharge planning. A continued course of treatment for the patient in the appropriate health care setting, including but not limited to a skilled nursing care facility or home, may be coordinated with the hospital.

- d) Whenever an employee has made a determination to undergo elective or non-emergency surgery, the cost of which would be reimbursed by Blue Cross/Blue Shield, said employee is encouraged to first obtain a second opinion from a qualified physician prior to undergoing the surgery. The second opinion will be advisory only and would be paid for by Blue Cross/Blue Shield.

These procedure(s) set forth in paragraphs a, b, c, and d, shall not go into affect until the City notifies the Association that the carrier is ready to implement said procedures. Procedures may be implemented by the carrier on an individual or complete basis.

4. It is agreed that should Worcester City Hospital offer an alternative health insurance plan to bargaining unit members, said members may, at their discretion, elect to participate in such a plan.

5. The City agrees to offer to Union members the option to participate in the Fallon Health Clinic or Central Massachusetts HMO plans as an alternative to Blue Cross/Blue Shield. The City will pay the equivalent dollar amount of the premiums on these options as it has agreed to pay in paragraph (1) of this article.

6. Pursuant to the provisions of M.G.L. c. 32B, the City may, at any time during the duration of this agreement, approach the Insurance Coalition or this Association regarding collective bargaining to increase the number of health insurance providers by offering additional health insurance plans to bargaining unit members. Any new health plans will be in addition to the plans presently offered and shall not be substitutions for those plans.

ARTICLE 20

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. The City shall amend its Ordinances so as to adjust the base wage and pay members of the Union according to the following schedule:

Effective July 1, 1988

Sergeant

14.70	15.15	15.61	16.06
588.00	606.00	624.40	642.40
30,681.00	31,620.21	32,580.30	33,519.51

Lieutenant

16.70	17.11	17.51	17.91
668.00	684.40	700.40	716.40
34,855.28	35,711.01	36,545.87	37,380.73

Captain

18.62	18.94	19.24	19.54
744.80	757.60	769.60	781.60
38,862.60	39,530.48	40,156.63	40,782.77

Effective July 1, 1989

Sergeant

15.29	15.76	16.23	16.70
611.60	630.40	649.20	668.00
31,912.41	32,893.37	33,874.33	34,855.29

Lieutenant

17.37	17.79	18.21	18.63
694.80	711.60	728.40	745.20
36,253.67	37,130.27	38,006.87	38,883.47

Captain

19.36	19.70	20.01	20.32
774.40	788.00	800.40	812.80
40,407.08	41,116.71	41,763.73	42,410.74

In order to be eligible for any retroactive payment under this paragraph, a member of the Association must have been in payroll status as of July 17, 1989, the date of execution of the Memorandum of Agreement, provided, however, that persons who have retired between July 1, 1988 and July

17, 1989, shall be deemed to be in payroll status for their period of actual service.

The parties agree that if the wages for the IBPO are increased by more than 4% in that unit for 1988-89 and 1989-90, the Association may reopen negotiations for base wages during the term of this agreement. Such reopener shall not affect or reopen any other provision of this agreement.

ARTICLE 21

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The provisions of this agreement shall apply to all employees within this bargaining unit regardless of sex, age, religion, race, color, national origin, or membership or non-membership in the Union.

ARTICLE 22

PAY STATUS.

In the event that any member of the bargaining unit is unable because he is on injured-on-duty status to take his scheduled vacation leave, the City will permit the individual to carry over said vacation leave entitlement to the vacation year, and if necessary, the subsequent year, of the employee's return to active duty. The Police Department will consult with the employee on the scheduling of the leave time. If the employee does not return to duty, but instead retires, the employee will be placed on "vacation leave" status in lieu of injured-on-duty status prior to his retirement date for the amount of time to which he is entitled. This provision shall not be deemed to affect the employee's disabled status for purposes of determining pension eligibility.

ARTICLE 23

MEDICAL EXAM AND FITNESS

Police officials may be required by the Chief of Police to submit to a complete physical and mental examination not more than once a year by a physician designated by the City. The Chief shall have access to the medical report. The City shall bear the cost of the examination.

If the results of the examination detrimentally effect an official's job rights, the employee shall have the right to examination by a physician of his own choosing, at his own expense, the medical report of which shall also be submitted to the Chief. In the event of a disagreement between the City and the official's physician, an impartial physician chosen jointly by the City and the Association, and paid by both the City and the Association equally, shall make the final decision. If the parties are unable to agree on an impartial physician, this person shall be chosen by the parties' alternately striking names from a list of five specialists provided by the President of the Worcester County Medical Society.

This paragraph shall not apply to members of the bargaining unit appointed to the rank of Sergeant or above prior to July 1, 1978. The foregoing is subject to the Chief's authority under the rules and regulations of the Worcester Police Department.

The parties shall mutually agree upon a physical fitness program for police officials who may be required by the Chief of Police to participate therein, unless they submit a physician's note stating a medical reason why they cannot participate. This paragraph shall not apply to members of the bargaining unit appointed to the rank of Sergeant or above prior to July 1, 1978.

ARTICLE 24

LONGEVITY/EDUCATION

Effective July 1, 1988, members of the bargaining unit shall be eligible, at their option, for either an educational stipend (Quinn Bill) or longevity in accordance with the schedules set forth herein. Longevity and educational benefits shall not be deemed part of base salary. Only degrees certified by the State Board of Regents shall qualify a member for police career incentive base salary payments pursuant to M.G.L. c. 41, section 108L.

<u>Longevity</u>	<u>Eff. 7/1/88</u>
after 10 years	550
after 15 years	575
after 20 years	600
after 25 years	625
after 30 years	675

Those individuals receiving \$150 per year longevity for five years of service as of September 23, 1985, shall continue to receive this amount until they have ten years of service. No other employees shall be eligible to receive longevity, unless they have ten years of service.

No one becoming a member of the Patrolmen's bargaining unit after July 1, 1982, shall be eligible for longevity benefits in the Superior Officers' bargaining unit when and if they become a member.

Eligibility for and computation of longevity pay shall be based upon an employee's length of service in the Police Department as of May 31 of each year. Payment of longevity

shall be made annually on the first pay period in June.

The City of Worcester shall pay police career incentive base salary increases to those police officials certified eligible by the Board of Regents' memorandum of November 9, 1988, signed by Julie Walsh (a copy of which is attached hereto and incorporated by reference) effective July 1, 1988, in the amounts required by that certification.

These payments shall be made weekly based upon yearly base salary and specifically shall not include adjustments for holiday or overtime pay.

In October of each year all police officials seeking police career incentive base salary increases shall be required to provide the Chief of Police with the following information: name, rank, present enrollment degrees presently held, and expected graduation date for program in which presently enrolled.

In subsequent years, for employees becoming certified for additional degrees, or for employees newly certified, the City shall pay the police career incentive base salary increases effective September 1 of each year.

ARTICLE 25

COMMITTEES

a) Uniform

The Union will establish a three member uniform committee, members to be selected by the Union; however, the committee must consist of one sergeant, one captain and one lieutenant. When uniform changes for police officials are proposed, the committee shall make recommendations to the Police Chief for his consideration.

b) Safety

The Union will appoint two of its members to sit on the Joint Occupational Safety Committee.

c) Vehicles

The Union will establish a two member vehicle committee to meet with the Police Chief and make recommendations to him concerning the purchase of vehicles.

ARTICLE 26

STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the agreement's 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 Union to insist in 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 the Union to future performance of any such term or condition, and the obligations of the City and the Union to such future performance shall continue in full force and effect.

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ARTICLE 27

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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the City and the Union 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.

ARTICLE 28.

SAVING CLAUSE

If any article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

This agreement shall not be construed to deprive an employee of any benefits or protection granted by the law of the Commonwealth or the ordinances of the City of Worcester and/or presently enjoyed by the employee, except as specifically abridged by this agreement. Such existing benefits shall not be construed to include any ad hoc benefit granted by a subordinate commander without the knowledge of the City or the Police Department.

ARTICLE 29

DRUG AND ALCOHOL USE

As a condition of employment, no alcohol or illegal drugs shall be used or possessed, except as authorized by the Police Chief in the performance of an employee's duties, or in the transportation of contraband, by an employee during the work shift of an employee, including all breaks and lunch periods.

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

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

Employees having tenure under c. 31 of the General Laws, or just cause rights under the grievance procedure of the contract, shall have the right to appeal under c. 31, or arbitrate any suspension or discharge imposed as a result of this paragraph.

Subject to the provisions of this article, an employee shall be subject to urinalysis drug testing, which shall be drug specific if probable cause exists to believe that drug use exists, as determined by the department.

Such drug testing shall be administered by a testing laboratory of the employer's choice. Samples will be taken under the supervision of a qualified physician of the employer's

choice. If the initial test of each sample is positive, a second method of testing shall immediately be administered. The second test shall employ a methodology different from the first. All testing shall be at the employer's sole expense.

In the event that both sample testings are positive, the employee will be relieved of duty with vacation, sick pay, and/or other compensable leave pending completion by him of an employer-approved drug rehabilitation program. An employee's refusal in such event to participate in said program may result in his discipline up to and including termination. After successful completion of the drug rehabilitation program and return to duty, the employee shall be subject to follow-up "random" drug testing for a period of two years. If the employee is again found to have used drugs, he shall be subject to immediate disciplinary procedures, including discharge.

The Association does not waive any right it may have to challenge the constitutionality of this drug testing program by entering into this agreement.

Should any provision of this article be inconsistent with the Rules and Regulations of the Police Department, the Rules and Regulations shall control.

ARTICLE 30

RANGE QUALIFICATION FEE

Effective July 1, 1988, all members of the bargaining unit who qualify at the firing range (score 35 out of 50) shall be entitled to an annual range qualification fee in the amount of \$250 to be paid in the first pay period of May in each year. Any unit member who fails to qualify at the firing range may be restricted from performing extra duty detail assignments at the discretion of the Police Chief.

ARTICLE 31

MISCELLANEOUS: (AGREEMENT DURATION, TERMINATION AND CHANGES)

1. Duration

The parties agree that this contract shall be effective from July 1, 1988, through June 30, 1990.

2. Termination

This agreement shall remain in full force and effect until June 30, 1990. This agreement shall thereafter automatically renew itself for successive terms of one (1) year each, unless ninety days prior to the expiration of this agreement termination date either party shall have given the other party written notice by registered mail of its desire to modify or terminate this agreement.

3. Changes

Either party may request on April 1, 1990, or any day prior to June 30, 1990, collective bargaining discussions for a new agreement or amendments thereto to be effective after the termination of this agreement, as provided for above, by giving notice of such a request to the other party. Upon receipt of such a notice, the other party shall seek to establish a meeting between the parties.

4. Copies of Contract

The City agrees to provide to the Union one original and two copies of the contract after execution.

5. Equipment

The City agrees to supply unit members flashlights and batteries, batons and traffic belts.

6. Vehicles

The parties agree that either party may reopen on the item of police vehicles at any time after June 22, 1984. This reopener shall not open any other items in the contract.

7. Paid Details

It is agreed that whatever arrangement is made concerning the payment of extra-duty details for police officers will be extended to members of the bargaining unit. This shall include any arrangement made to provide coverage for "First Night" extra-duty details.

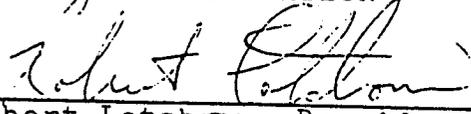
IN WITNESS WHEREOF, the Union and the City have caused this agreement to be executed in their names by duly authorized representatives on this 13TH day of FEBRUARY, 1990.

FOR THE CITY



City Manager

FOR THE WORCESTER POLICE
OFFICIALS ASSOCIATION



Robert Lotsbam, President



Janice Borg Silverman
Assistant City Solicitor
Office of Labor Relations

November 30, 1987

Lt. Keith Benway, President
Worcester Police Officials Association
c/o Worcester Police Department
Worcester, MA. 01608

Dear Lt. Benway:

This letter is to confirm our previous understanding concerning the purchase of new uniform shirts for members of the bargaining unit.

The City agrees that it shall provide on a one-time basis a \$150 payment to each member of the bargaining unit to pay for the shirts. This payment shall be made with the regular clothing allowance for 1987.

Sincerely yours,

Janice Borg Silverman
Assistant City Solicitor
Office of Labor Relations

WILLIAM J. MULFORD
CITY MANAGER



CITY OF WORCESTER

August 22, 1990

Robert Lotsbom, President,
Worcester Police Officials Association
Police Department
Worcester, MA 01608

Dear Bob,

This letter is to confirm our previous discussions regarding payment of the police career incentive pay to members of the bargaining unit who were enrolled full-time in bachelor and master degree programs prior to December 31, 1976.

Police officials who are members of your bargaining unit as of the date of this letter and who were enrolled in the above-mentioned degree programs prior to December 31, 1976, and received said degree prior to 1979, shall be eligible to receive police career incentive pay from the City for bachelors or masters degrees in education or public administration, or any other area if approved by the police chief, regardless of whether the state reimburses the City for those payments. To receive benefits under this plan the police official must not be eligible to receive any other payments under the police career incentive program and must provide the Police Chief or his designee with documentation of enrollment and attainment of the degree from the degree granting institution.

This policy shall go into effect on September 1, 1990, and shall remain in effect as long as the City participates in the police career incentive pay program.

Sincerely,

Janice Borg Silverman
Assistant City Solicitor
Office of Labor Relations

Maitha copy.

December 20, 1989

To: City Manager

Re: Police Pay

Attached are schedules with a new Step 2 for newly hired police officers, which is half the difference between the old Step 1 and Step 2. We have added the 4 & 4 across the board so that you could see the actual dollars involved.

Let me know if you have any questions.



Janice Borg Silverman
Assistant City Solicitor
Office of Labor Relations

enc.