

Memorandum of Agreement
between Local 504, IBPO
and the City of Worcester

April 14, 1998

The City of Worcester and Local 504, IBPO

Memorandum of Agreement

1. Duration: 7/1/97 - 6/30/2000

2. Wages:

A) 7/1/97 - +3.0%

B) 7/1/98 - +3.5%

C) 7/1/99 - +4.0%

Payment for retroactive monies due for the period of 7/1/97 - 6/30/98 will be paid in the first pay period of July 1998.

3. Sick Leave:

A) Effective 7/1/98, maximum sick leave accumulation will be 180 days.

B) Effective 7/1/99, maximum sick leave accumulation will be 195 days.

C) Effective 7/1/98, each employee who qualifies for conversion of sick leave to administrative leave days may elect to have in lieu thereof a lump-sum payment equal to \$75.00 a day for each sick leave day which could be converted to an administrative leave day, to be paid on date of retirement or when elected after death.

4. Longevity

Effective 7/1/98 new longevity schedule as follows:

20-25 years	\$1,000
25-30 years	\$1,375
30+ years	\$1,750

Current recipients of longevity are grandfathered under the present system.

5. Clothing allowance

Effective 7/1/98 City will pay one half of cost of any required dress uniform up to a maximum of \$225. Employees with fewer than five years remaining until mandatory retirement age will not be required to obtain dress uniforms and will not receive any payment under this section.

6. Defibrilator stipend

The City and the Union agree that the City may implement automatic external defibrilator (AED) services on or after 7/1/98. Each employee certified to operate an AED shall receive an annual stipend of \$250, except that the stipend shall be pro-rated on a monthly basis for the first year of an employee's certification.

7. Hours of work

Effective 7/1/98 no employee shall be permitted to work more than 80 hours (regular tour of duty hours, overtime, court time and paid details) in any one calendar week except for emergency situations as determined by the city. Employee's vacation time shall not count towards the 80 hour limitation. No employee shall be eligible to work a paid detail within 8 hours of a shift for which they have reported out sick.

8. Insurance

The City agrees to offer within its open enrollment periods employee participation in the City's Section 125 "Cafeteria Plan".

9. Injured on Duty

The parties agree that in the event of a dispute between an employee's physician and the City's physician concerning the disability of an employee actually or potentially eligible for injured on duty benefits pursuant to MGL Ch. 41 sec. 100 and 111F the City and the union will jointly choose and refer said employee to an impartial third physician whose decision shall be binding on both parties as to medical issues only.

10. Internal Affairs

The City and Local 504 agree that the contract article entitled "Internal Affairs" from the current agreement between IBPO Local 378 and the City shall be adopted and applied to all of the members of the bargaining unit represented by Local 504.

11. Grievance Procedure

Local 504 shall have 30 days after receipt of an answer to a grievance presented at the City manager's level (or after the date said answer was due if none is received) to appeal to an arbitrator

pursuant to the contract.

12. Recognition

The City agrees to replace all references in the current agreement to "Worcester Police Officials Association" with "IBPO Local 504".

13. Dues and agency fee deduction

The City agrees to deduct all applicable union dues and agency fee payments on a weekly basis as soon as technically able to do so.

14. Wellness

The City agrees to grant two days off with pay per calendar year to all bargaining unit members who attain and maintain a certain degree of physical fitness as evidenced by the passing of certain agreed-upon physical strength and agility tests. The criteria for said tests shall be agreed upon between the parties prior to implementation of any test. *Said program shall be voluntary, with no penalties attached. /bkb*

15. Reopener

In the event any other City bargaining unit receives a total package settlement greater than that provided herein for the same time period the parties agree to reopen negotiations upon request of the union.

16. The current agreement between the parties shall remain in effect except to the extent modified above.

For the City of Worcester

Janice Silverman

Date *4/14/98*

For Local 504, International Brotherhood of Police Officers

Edward J. [Signature]
Catherine M. [Signature]
Date

Stephen D. Rhigin - Michael J. [Signature]
Michael R. Vacca

This Memorandum of Agreement is subject to ratification by the Union and appropriation by the Worcester City