

FINAL

MEMORANDUM OF AGREEMENT  
between

THE CITY OF WORCESTER  
and  
TEAMSTERS UNION LOCAL #170

(September 1, 2010 - June 30, 2013)

WHEREAS, the City of Worcester (the "City") and Teamsters Union Local #170 ("the Union") have been negotiating for a successor contract to the Agreement which ended September 1, 2010; 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, the City and the Union 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 4, MANAGEMENT RIGHTS**

The parties agree to clarify the Article as follows:

(a.) In Section 4.1 add the phrase "for civil service employees" after the words "in accordance with civil service law." The sentence will now read, "the right to hire and promote employees, in accordance with civil service law for civil service employees, the right to discipline, suspend, discharge or demote employees, in accordance with civil service law for civil service employees..."

(b.) In Section 4.1 delete the phrase, "the right to transfer or relieve from duty because of lack of work or lack of funds for the position" and in lieu thereof inserting the following, "the right to transfer; the right to lay-off employees from duty because of lack of work or lack of funds for the position; the right to relieve employees from duty because the employee is not fit or qualified for duty..."

2. **ARTICLE 6, NON-DISCRIMINATION CLAUSE**

The parties agree to amend the last sentence of Section 6.1 by adding the words "or non-membership" before the words "in the Union." The sentence will now read, "The City and the Union agree that there will be no discrimination by the City or the Union against any employee

because of his or her membership or non-membership in the Union or because of any lawful activity and/or support of the Union.”

3. **ARTICLE 7, GRIEVANCE AND ARBITRATION**

The parties agree to amend Section 7.20 by adding a new item (e) which will read as follows:

(e) The arbitrator shall decide any disciplinary cases base upon the preponderance of the evidence standard of proof.”

4. **ARTICLE 15, FAMILY AND MEDICAL LEAVE ACT**

(a) The parties agree to amend Section 15.14 by adding the words “Administrative Leave” after the words “Vacation Leave.” The sentence will now read, “An employee may use their accrued Sick Leave, Vacation Leave, Administrative Leave and Personal Leave in conjunction with the employee’s Maternity Leave either before, during or after said Maternity Leave provided, however, the need for Sick Leave is documented by a physician (at the employee’s expense).”

(b) The parties agree to update Article 15 in accordance with the new regulations, as set forth in Attachment A hereto.

5. **ARTICLE 17, PROGRESSIVE DISCIPLINE**

The parties agree to clarify Section 17.1 by adding the word “demotion” to the last sentence, in accordance with Civil Service Law. The sentence will now read, “The form of discipline may include verbal warning, written warning, suspension, demotion or termination.”

6. **ARTICLE 37, HEALTH INSURANCE**

The parties agree to update Article 37 by deleting any obsolete language.

7. **ARTICLE 38, WAGES**

The parties agree to amend Article to provide for the following increases:

- (a) Effective September 1, 2010, the City shall provide a zero percent (0%) base wage increase.
- (b) Effective July 1, 2011, the City shall provide a Three Hundred Dollar (\$300) base wage increase for actual service.
- (c) Effective July 1, 2012, the City shall provide a two percent (2.0%) base wage increase for actual service.
- (d) Effective January 1, 2013, the City shall provide a one percent (1%) base wage increase for actual service.


8. ARTICLE 43, DURATION

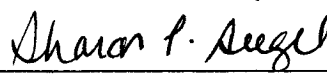
The parties agree to amend the Article to provide for a contract that commences on September 1, 2010 expires on June 30, 2013, unless otherwise provided for.

This Agreement has been duly executed by the authorized representatives of the City of Worcester and Teamsters Union Local #170.

TEAMSTERS UNION LOCAL #170


CITY OF WORCESTER

By:   
Carolle Williams, President

By:   
Sharon P. Siegel, Esquire  
Assistant Special Counsel

Dated: June 23 2011

Dated: 6-28-11

By:   
Edward Peloquin, Business Agent


Dated: 6-23-2011

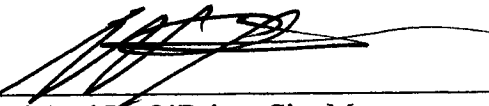
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TEAMSTERS UNION LOCAL #170

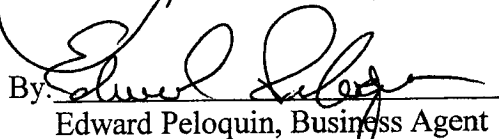
CITY OF WORCESTER

By:   
Carolle Williams, President

By:   
Michael V. O'Brien, City Manager

Dated: June 23, 2011

Dated: 6-29-11

By:   
Edward Peloquin, Business Agent

Dated: 6-23-2011