

A G R E E M E N T

Between

CITY OF WORCESTER

and

LOCAL 378,

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

EFFECTIVE: July 1, 1997 - June 30, 2000

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Agreement.....	1
2	Unit Representation.....	2
3	Management Rights.....	2
4	Residency.....	3
5	Check-off.....	3
6	Agency Service Fee.....	4
7	No Strike.....	6
8	Presentation of Union Views.....	7
9	Exchange of Views.....	8
10	Collective Bargaining Meetings..	8
11	Equal Opportunity and Non-Discrimination.....	9
12	Grievance-Arbitration Procedure.....	10
13	Grievance Processing.....	15
14	Internal Affairs Investigations	16
15	Union Participation.....	21
16	Bulletin Boards.....	22
17	Sick Leave.....	23
18	Vacation Allowance for Police Officers.....	25
19	Joint Occupational Safety Committee.....	26
20	Blue Cross-Blue Shield Participation.....	26

ARTICLE 1

AGREEMENT

This Agreement made and entered into at Worcester, Massachusetts, pursuant to the provisions of General Laws, Chapter 150E, as amended, by and between the City of Worcester, hereinafter referred to as the "City" and the International Brotherhood of Police Officers, hereinafter referred to as the "Union."

It is mutually agreed that both parties to this 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 rates of pay, hours of work, conditions of employment, and standards of productivity and performance.

Subject to General Laws Chapter 150E, 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.

Subject to General Laws Chapter 150E, 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 Statute, City Charter, or ordinances 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-940, the City acknowledges that the International Brotherhood of Police Officers is the exclusive bargaining agent for the following Civil Service job classification as it may appear in the Worcester Police Department and excluding all other job classifications:

Police Officer

ARTICLE 3

MANAGEMENT RIGHTS

Subject to General Laws Chapter 150E and to the provisions of this Agreement, the City shall not be deemed to have been limited in any way in the exercise of the regular and customary function of municipal management and shall be deemed to have retained and reserved, unto itself, all the powers, authority and prerogatives of municipal management including, but not limited to, to operate and direct the affairs of the Department in all of its various aspects; to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to

be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities, except to the extent expressly abridged by a specific provision of this Agreement.

ARTICLE 4

RESIDENCY

Upon appointment as a police officer, all members of the bargaining unit shall be subject to the residency requirements set forth in General Laws Chapter 41, Section 99A.

ARTICLE 5

CHECK-OFF

The City shall, for the duration of this Agreement, deduct regular periodic Union dues each month from the first paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction. 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 assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Controller of the

International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, Massachusetts 02169. The voluntary authorization for the deduction specified therein shall be as follows:

Department

Date

TO: City Auditor

PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize and direct any municipal officer or head of any municipal department to deduct from any earnings accumulated to my credit, any monthly membership dues charges against me by International Brotherhood of Police Officers, upon presentation and formal demand, of the current monthly amount thereof, by the proper authorities (Controller) 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, §17A.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the City Auditor, or City Treasurer or Head of my department, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Controller of the International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, Massachusetts 02169.

ARTICLE 6

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 as

determined by the Union in accordance with the requirements of G.L. c. 150E, Section 12.

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 Controller of the IBPO, 159 Burgin Parkway, Quincy, Massachusetts 02169, 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

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 International Brotherhood of Police Officers, 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

City Auditor, or City Treasurer or Head of my department, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Controller of the International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, Massachusetts 02169.

Signature

4. This Article shall not apply to any employee who has authorized the City Treasurer to deduct Union dues under Article 5 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 service fee obligations unless and until the Union certifies in writing to the City that said employee has not met the obligation imposed by this Article.

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 only during the existence of an executed Agreement between the City and the Union.

ARTICLE 7

NO STRIKE

It is understood and agreed that the service performed by City employees covered by this Agreement are essential to the public's health, safety and welfare. Therefore, the Union and Local 378 agree 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 Union or Local 378 shall cause or take part in any strike, work stoppage, slowdown or other action which will interrupt or interfere with the operations of the City, 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 and Local 378 agree 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.

In consideration of the foregoing, the City agrees that there shall be no liability on the part of the I.B.P.O., its officers and agents, for the unauthorized breach of the agreements contained in this Article by individual bargaining unit members. This limitation of liability shall not apply to Local 378, its officers, or its members.

ARTICLE 8

PRESENTATION OF UNION VIEWS

Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to present the views

of the Union to the citizens on issues which affect the welfare of its members.

ARTICLE 9

EXCHANGE OF VIEWS

In the interest of a harmonious collective bargaining relationship, the City and the Union agree that quarterly, there shall be a meeting at a time mutually acceptable to both parties between representatives of the Union and the Police Department and Office of Labor Relations for the purpose of exchanging views and information on pertinent matters.

If any party desires an emergency meeting between the parties, such meeting shall be arranged by the notified party within 24 hours, excluding Saturday and Sunday, upon the receipt in writing of such request, which request shall state the purpose of the meeting.

Nothing in this Article shall be interpreted to prohibit the Union from meeting with the Chief of Police or to request a meeting with the Chief of Police.

ARTICLE 10

COLLECTIVE BARGAINING MEETINGS

1. The City agrees that members of the Union's Negotiating Committee, not to exceed five (5) in number, if on duty during the time scheduled for a collective bargaining meeting, mediation, fact-finding or interest arbitration hearing, shall be

released one-half hour prior to the beginning of the bargaining session, mediation, fact-finding or interest arbitration hearing upon their request to their commanding officer. Upon completion of the bargaining session, mediation, fact-finding, or an interest arbitration hearing, the members shall be allowed ½ hour to return to work, if time remains on their shift.

2. If the bargaining session, mediation, fact-finding or interest arbitration hearing, or any part thereof, is on the employee's off-duty hours, the member's participation will be on his own time.

3. No overtime or other compensation shall be provided by the City to members who participate in collective bargaining, mediation, fact-finding, or an interest arbitration hearing.

ARTICLE 11

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

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

If an action is or has been filed before the United States Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, or other such Commission, alleging discrimination based on race, sex, color, national origin or membership or non-membership in the Union, the City and the Union shall defer to the administrative procedures of the

above-mentioned agencies, and no grievance shall lie under the provisions of Article 12.

ARTICLE 12

GRIEVANCE-ARBITRATION 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, 1986, which are attached to this Agreement and are specifically incorporated herein by reference. The foregoing, notwithstanding, any dispute subject to the jurisdiction of the Civil Service Commission (with the exception of those matters to which an election is made under Article 14, Section 6) or any Retirement Board, or any matter which is or has been filed before any administrative agency referred to by Article 11 of this Agreement, shall not be subject to grievance/arbitration hereunder. Furthermore, unless by mutual written agreement of the parties, disputes arising prior to execution of the Agreement shall not be subject to grievance/arbitration hereunder.

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 the occurrence

or receipt of a 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 One. An aggrieved police officer, or a Union representative acting on his behalf, shall raise the grievance orally with the officer's immediate supervisor (e.g., police sergeant) 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 immediate supervisor shall reach a decision and communicate it to the grievant within one day of the presentation to him of the grievance.

Step Two. If the immediate supervisor's oral disposition of the grievance is not satisfactory to the officer of the 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 his commanding officer (e.g., lieutenant or captain). The commanding officer shall answer the grievance, by written response, within five days after receipt of the written grievance.

Step Three. If the grievance remains unresolved to the satisfaction of the officer of the Union, within three days after receipt of the written response of the departmental commanding

officer, the grievant, or his Union representative, shall submit an appeal specifying the details of the grievance on a form mutually agreed upon by the parties, to the Chief of Police. The Chief of Police shall answer the appeal, by written response, within two days after receipt of the appeal.

Step Four. If the grievance remains unresolved to the satisfaction of the officer or Union, within three 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 fifteen days after receipt of the grievance.

Step Five. If the grievance remains unresolved, within ten days after receipt of the City Manager's answer to the Union, but not any individual police officer, may submit an appeal to arbitration before the permanently appointed impartial arbitrator. 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 as a denial of the grievance.

Section Four. As soon as practicable following the effective date of this Agreement, the City and the Union shall agree upon the selection of a permanently appointed impartial arbitrator. The impartial arbitrator shall be appointed for a

one year term, July 1 through June 30 of the following year. The impartial arbitrator may be removed, however, by written agreement of the parties upon thirty calendar days notice. The fees and expenses of the arbitrator shall be borne equally by the parties to any arbitration. In the event that said impartial arbitrator shall be unable to serve, a successor impartial arbitrator shall be selected by mutual agreement of the parties, or if such agreement cannot be reached, 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.

The arbitrator shall make no award for grievances initiated prior to the effective date of this Article. 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/arbitration provisions hereof, it may submit a written grievance as follows:

Step One: 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 Two: If the grievance remains unresolved to the satisfaction of the City, within five days after receipt of Step One written answer, the City shall submit an appeal to legal counsel for the International Brotherhood of Police Officers. The IBPO through its representative shall answer the appeal, by written response, within thirty days after receipt of the grievance.

Step Three: If the grievance remains unresolved to the satisfaction of the City, within ten days after receipt of the

Step Two answer, the City may appeal the grievance to arbitration before the permanently appointed impartial arbitrator. All provisions of Section Four of the Article shall apply to such grievance arbitration proceedings.

ARTICLE 13

GRIEVANCE PROCESSING

For purposes of this Article, the Union shall give the City a list of eight Union representatives, four primary representatives and four alternates, authorized by the Union to process employee grievances. The four alternate representatives may act in the place of a primary representative on leave of absence. Only permanent, non-probationary, police officers shall be authorized by the Union to process grievances.

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 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 officer whom the representative is representing shall not be considered part of the three hours provided herein.

Employees having a grievance shall confer with Union representatives about them, only during off-duty hours.

A Union representative shall be permitted 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 14

INTERNAL AFFAIRS INVESTIGATIONS

Section 1: No permanent member of the bargaining unit shall be removed, dismissed, discharged, suspended, reprimanded or disciplined except for just cause. 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.

Section 2: If an officer higher in rank than a permanent member of the bargaining unit has just cause to orally reprimand said member of the bargaining unit, he will do so in a manner which will not unduly embarrass the employee before the public or other police officers.

Section 3: Whenever a member of the bargaining unit is under investigation or subjected to interrogation by the City or its agents, for any reason which could lead to disciplinary action, the investigation or interrogation shall be conducted under the following conditions:

- (a) The interrogation, when possible, shall be conducted at a reasonable hour, preferably at time when the employee is on duty;
- (b) The interrogation shall take place at the Office of the command of the investigating officer;
- (c) The employee under interrogation shall be informed of the name, rank and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation;
- (d) The employee under investigation shall be notified of the specific nature of any official complaint against him before being required to respond thereto. The employee under investigation shall also be advised of the names of all

complainants and witnesses, if any, unless the investigating officer determines, in his discretion, that said disclosure would substantially interfere with the investigation, in which case said disclosure shall be made as soon as the investigating officer deems that the reasons for non-disclosure are no longer applicable. The investigating officer's decision shall not be based upon arbitrary or capricious reasons;

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary;

(f) A complete record transcribed by a court stenographer or recorded by tape shall be made of the complete interrogation of an employee. A copy of the record or tape shall be available to the employee or his counsel upon request, provided however, that such request be made within six months of the making of such record or tape. The cost of reproduction of such record or tape shall be payable by the employee;

(g) If any employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be informed of all his so-called Miranda rights prior to the commencement of the interrogation;

(h) At the request of any employee under interrogation, he shall have the right to be represented by a Union representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained. The Union representative may

observe the interrogation, and the employee under interrogation may consult with the Union representative during the interrogation prior to answering any questions posed to such employee during the interrogation.

(i) The City shall not insert any adverse material into any file of the employees unless the employee has an opportunity to receive a copy of said material. The employee may submit a written rebuttal or other evidence that such adverse material is erroneous. This paragraph shall not be construed so as to give the employee any rights under Article 12 of this Agreement;

(j) No employee shall be compelled, except by due process of law, to speak or testify or be questioned by any other law enforcement agency, unless such information is necessary in investigating his official duties, or unless such communication is required by law;

(k) No employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating his official duties, or unless disclosure is required by law.

Section 4: All complaints or charges which may result in potential disciplinary action against any employee shall be brought by the City or the Police Department within six (6) months from the date of the completion of the investigation of said complaints or charges. All investigations shall take place

in a reasonable and timely manner. If, after the completion of any investigation, new evidence is discovered which has a significant impact on a complaint or charge, the City or the Police Department shall have three (3) months from the date of such discovery to commence disciplinary action against an employee.

Section 5: In imposing discipline on any current charge, the City or the Police Department shall not take into account any prior disciplinary action which occurred more than seven and one-half (7 ½) years previously without intervening disciplinary action. In accordance with present Police Department practice, disciplinary action documents concerning reprimands or warnings, which have been on file for one (1) year without intervening disciplinary action, shall be removed from an employee's employment record/personnel file.

Section 6: Permanent employees of the bargaining unit who have been suspended, dismissed, removed or terminated may, with the consent of the Union, elect under G.L. c. 150E and Article 12 of this Agreement, to process such appeals by means of Article 12 rather than G.L. c. 31, ss. 41-45. Notice of such election shall be given by the Union to the City Manager, or his designee, within ten (10) days of receipt of notice of such disciplinary action by the employee. Any such election timely made shall be binding upon the Union and the employee. The Union shall also notify the impartial arbitrator of any such election in accordance with the provisions of Article 12, Section Three.

Section 7: No employee while under interrogation shall be discriminated against, or threatened with transfer, dismissal or disciplinary action, by reason of his exercise of or demand for rights granted under this Article.

Section 8: The failure of the City to comply with the provisions of this Article shall not void any action hereunder unless an employee is actually prejudiced thereby.

Section 9: With the exception of Paragraph 3(g) herein, the provisions of this Article shall not apply to criminal investigations of an employee.

Section 10: 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.

ARTICLE 15

UNION PARTICIPATION

Upon request and subject to the operating needs of the Department, as determined by the Chief of Police, the President, or in case of his authorized absence, the acting President, shall be allowed by the City to be absent from his tour of duty, without loss of compensation, to attend five monthly regional meetings per calendar year of the I.B.P.O. The President, or acting President, if on a night shift, shall be given a reasonable period of time by the City to return to duty if time remains on his shift.

Upon receipt of a written certification that employees of the bargaining unit, not to exceed three in number, have been duly elected as delegated to the National Convention of the I.B.P.O., the City, subject to the operating needs of the Department as determined by the Chief of Police, shall allow a leave of absence not to exceed three normally scheduled working days, without loss of compensation, for attendance at the Convention. Such leave of absence for attendance at the Convention shall be granted only tri-annually by the City.

Other than provided in this Article, Article 12, 13, or 14, no employee shall otherwise be authorized to be absent from his place of duty or work assignment.

ARTICLE 16

BULLETIN BOARDS

The City agrees to provide space on a bulletin board at headquarters and the Lamartine Station during its use as motor patrol assembly station to be used by the Union for the following notices:

- a. Union Meetings;
- b. Union Elections;
- c. Reports of Union Committees;
- d. Ruling of Policies of International Union;
- e. Recreational and Social Affairs of the Union;
- f. Other matters related to labor-management relations;

- g. Other matters permitted by the Chief at his discretion to be posted.

The Union agrees that there shall be no other general distribution, or posting, by the Union or employees upon City property, provided, however, the Chief may permit material at his discretion to be distributed.

The material posted shall not contain anything on elections or candidates for political office or political parties or anything reflecting adversely upon the City, any of its employees or any other labor organization of City employees. The City reserves the right to remove any material determined not to comply with the provisions of this Article.

ARTICLE 17

SICK LEAVE

Bargaining unit members shall be eligible for sick leave benefits pursuant to Chapter 3, Article 1, of the City of Worcester Revised Ordinances of 1986 (Sick Leave), provided, however, that effective on the signing of this Agreement, bargaining unit members may convert sick leave in excess of one hundred (100) days to administrative leave pursuant to Chapter 3, Article 1, Section 9 (Administrative Leave for Officials and Employees to be Retired), to a maximum of thirty-five (35) days. Effective July 1, 1998, each bargaining unit member who qualifies for conversion of sick leave to administrative leave days may, in lieu thereof, elect to receive a lump-sum payment determined by

multiplying the sum of Seventy-Five (\$75.00) dollars times the number of sick leave days which could have been converted to administrative leave days. Said sum shall be paid to the employee on the date of his retirement or to his estate, if elected after the death of an employee.

Members of the bargaining unit with less than five years of service shall earn personal leave time in accordance with the following schedule:

0 - 1 sick leave days used annually	3 days
2 - 3 sick leave days used annually	2 days
4 - 5 sick leave days used annually	1 day
more than 5 sick leave days used annually	0 days

Notwithstanding anything to the contrary contained in Chapter 3, Article 1, Section 9 of the City's Ordinances, or any other City Ordinance, until July 1, 1998, bargaining unit members shall continue to be entitled to accumulate sick leave to a maximum of one hundred sixty-five (165) days. Effective July 1, 1998, bargaining unit members shall be entitled to accumulate sick leave to a maximum of one hundred eighty (180) days. Effective July 1, 1999, bargaining unit members shall be entitled to accumulate sick leave to a maximum of one hundred ninety-five (195) days.

The City and the Union agree that the increase in the number of sick leave days which may be converted to administrative leave, as contained in Paragraph 1 above, is premised upon an experimental plan to determine whether sick leave utilization by

unit members will decrease. Accordingly, the City and the Union agree that the parties will meet after five (5) years after the implementation of this provision to review data and make recommendations relative to this provision.

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.

ARTICLE 18

VACATION ALLOWANCE FOR POLICE OFFICERS

Effective January 1, 1989, 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 Article II, Chapter 3, Revised Ordinances of 1986, to police officers according to the following calendar year vacation eligibility schedule, with years of service to be computed as of the date of employment:

After 6 months' service	5 days
After 1 year	10 days
After 5 years	21 days
After 10 years	28 days

For purposes of this Agreement, an employee shall be entitled to increased vacation leave in the calendar year in

which such employee commences the requisite period of service set forth above, provided, however, that any such additional vacation leave to which such employee shall be entitled shall be effective on such employee's anniversary date of employment.

Whenever, in the opinion of the Chief of Police, it is practicable, vacations will be assigned by order of seniority, provided the police officer notifies the Department of his vacation preference prior to May 1 of any calendar year. Seniority may be determined by the Chief of Police on a sub-unit, basic unit, or shift basis.

ARTICLE 19

JOINT OCCUPATIONAL SAFETY COMMITTEE

There shall be a Joint Committee on Occupational Safety to be composed of two Union representatives and two City representatives. This Committee shall determine a chairman from among its membership on a rotating basis every six months, and will meet once a month, except during June, July, and August, to make recommendations on occupational safety to the Chief of Police for his consideration.

ARTICLE 20

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 cost, it is hereby agreed that the City may upon sixty (60) days notice to the Union, 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 that presently provided by Blue Cross/Blue Shield at lower cost from another provider.

3. 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 shall be required to first obtain a second opinion from a qualified physician practicing in the medical specialty involved prior to undergoing the surgery. The second opinion will be advisory only and will be paid for by Blue Cross/Blue Shield.

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.

6. 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.

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

7. Pursuant to the provisions of Massachusetts General Laws Chapter 32B, the City may, at any time during the duration of this Agreement, approach the Insurance Coalition or the Union regarding collective bargaining to increase the number of health insurance providers by offering additional health insurance plans to members represented by the Union. Any new health plans will be in addition to the health insurance plans presently provided by the City and shall not be substitutions for the present health insurance plans.

8. 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.

ARTICLE 21

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 agreements 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 22

COMPASSIONATE LEAVE

The Chief of Police shall, when so requested by an employee in writing, grant a leave of absence, without loss of pay or reduction of the vacation leave credit to said employee, to enable said employee to properly attend the mourning and funeral of the following persons and in the amount of the following working days:

- a) Employee's Spouse: five (5) days;
- b) Employee's mother, father, sister, brother, son, or daughter: three (3) days;
- c) Employee's spouse's mother, father, son or daughter: (3) days;
- d) Employee's spouse's sister or brother: one (1) day;
- e) Employee's grandmother, grandfather, grandson or granddaughter, blood aunt or blood uncle: one (1) day
- f) Employee's spouse's grandmother, grandfather, grandson or granddaughter: one (1) day;
- g) Employee's step-mother, step-father, step-son or step-daughter: three (3) days, if such relative resided in the employee's household at the time of death;
- h) Employee's step-son or step-daughter: one (1) day, if such relative resided outside the employee's household at the time of death; and

- i) Any person for whom the Employee was legal guardian at the date of such person's death: three (3) days.

ARTICLE 23

WAGES

The wages for all employees in the collective bargaining unit covered by this contract shall be in accordance with "Schedule A" attached to this Agreement.

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:

1. That it will cooperate with the City and support the City's efforts to assure a full day's work from each employee.
2. That it will cooperate with the City and support the City's efforts to eliminate waste, conserve materials and equipment, and promote maximum efficiency or performance.
3. That it will cooperate with the City and support the City's efforts to end all other practices which obstruct efficient municipal services.

ARTICLE 24

COURT TIME

1. Members of the bargaining unit who are required by the City to attend court proceedings in criminal matters during other than their scheduled tours of duty shall receive a minimum of three (3) hours compensation at the rate of time and one-half the

member's straight time rate of pay. Court time in excess of three (3) hours shall be rounded off and paid to the next quarter hour.

2. Off duty employees required by the City to stand by the telephone away from court awaiting a call to appear in court that day shall be compensated in accordance with the provisions of this Article.

3. Temporary changes in shifts to avoid payment of court time shall not be made without the employee's consent except in the case of trials reasonably expected to last more than one day.

ARTICLE 25

CLOTHING ALLOWANCE

1. Effective July 1, 1989, members of the bargaining unit shall receive a clothing allowance not to exceed Eight Hundred (\$800.00) dollars per year. The clothing allowance shall be paid in a lump sum within the first month of the fiscal year.

Bargaining unit members shall provide proof of purchase, upon request by the City, by providing the City with vendor's receipts for clothing purchased with the clothing allowance. Upon request of the City, proof of purchase shall be made by production of actual clothing purchased with the clothing allowance by any bargaining unit member previously warned by his commanding officer for failure to appear in proper uniform.

The foregoing notwithstanding, in accordance with present practice, police recruits shall not be eligible to receive the

full clothing allowance unless they successfully complete recruit training. In the eleventh week of recruit training, the City will notify recruits of their success or failure in recruit training.

2. 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.

3. In addition to the regular clothing allowance, the City will provide boots for motorcycle patrolmen, provided the motorcycle patrolmen wear breeches. Motorcycle patrolmen provided with boots pursuant to this Article shall be considered out of uniform if they do not report for motorcycle duty in boots and breeches.

4. Members of the bargaining unit on injured-on-duty status prior to July 1 of any fiscal year shall not be eligible to receive the clothing allowance provided herein unless and until the member returns to active duty within that fiscal year. Members returning to duty within a fiscal year shall receive the clothing allowance within one month of returning to active duty.

5. Members of the bargaining unit who will be mandatorily retired during a fiscal year shall receive pro rata payment of the clothing allowance.

6. Effective July 1, 1998, the City shall pay one-half of the cost of any dress uniform required by it, up to a maximum sum of Two Hundred Twenty-Five (\$225.00) dollars. Employees with

fewer than five (5) years remaining until mandatory retirement age will not be required to obtain dress uniforms and will not receive any payments under this provision. Any payments required of the City under this provision shall be made within thirty (30) days after the City receives proof of purchase of such dress uniform from a bargaining unit member.

ARTICLE 26

ADMINISTRATIVE LEAVE FOR POLICE OFFICERS (4 AND 2 SCHEDULE)

Subject to the provisions of Section 11 of Article 20 of Chapter 2 of the Revised Ordinances of 1986, the Chief of Police shall grant police officers seventeen (17) administrative leave days during a calendar year and the Chief shall schedule police officers on a work week of four working days and two days off and if necessary, one administrative leave day. For such police officers in Investigation, Administrative and Traffic assignments, who in his judgment should not be on such a schedule, he may place them on such other schedule as he deems advisable and shall grant them their administrative leave days at an appropriate time as deemed by him. Upon the implementation of this Article, no police officer shall receive personal leave from the City of Worcester, except in accordance with the provisions of Article 17 of this Agreement, and police officers shall receive a vacation allowance in accordance with the provisions of Article 18 of this Agreement.

ARTICLE 27

EDUCATION/LONGEVITY

The City agrees to make educational and longevity payments in accordance with the schedule set forth herein and in accordance with the following provisions:

Members of the bargaining unit qualifying for both longevity and educational benefits provided hereunder may elect to receive benefits under one plan or the other. No bargaining unit members shall receive both longevity and educational benefits. No one becoming a member of the bargaining unit after July 1, 1982, shall be eligible for longevity benefits. Longevity shall not be deemed part of base salary.

Longevity: Effective July 1, 1988

10 years but less than 15 years	\$550 per year
15 years but less than 20 years	\$575 per year
20 years but less than 25 years	\$600 per year
25 years but less than 30 years	\$625 per year
After a minimum of 30 years	\$675 per year

Longevity: Effective July 1, 1998

20 years but less than 25 years	\$1,000.00 per year
25 years but less than 30 years	\$1,375.00 per year
After a minimum of 30 years	\$1,750.00 per year

Notwithstanding the longevity schedule to be effective July 1, 1998, current recipients of longevity with fewer than twenty years of service shall be entitled to continue to receive

longevity benefits under the longevity schedule in effect on July 1, 1997 until such time as they attain twenty years of service and are placed on the longevity schedule effective July 1, 1998.

Eligibility for computation of longevity pay shall be based upon an employee's length of service with the City as of May 31 of each year. Payment of longevity shall be made annually on the first pay period in June.

Educational Incentive:

1. Effective July 1, 1988, the City of Worcester shall pay police career incentive base salary increases to those police officers certified eligible by the Board of Regents in the amounts required by that certification.

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

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

4. For police officers becoming certified for additional degrees, or for police officers newly certified, the City shall pay the police career incentive base salary increases to which such police officers are entitled commencing on September 1, 1989 and September first of each year thereafter.

ARTICLE 28

PROTECTION OF EXISTING BENEFITS

This Agreement shall not be construed to deprive an employee of any existing benefits granted by law 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 its Police Department.

ARTICLE 29

STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the Agreement 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 any 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.

ARTICLE 30

SAVINGS CLAUSE

If any Article, section, term or condition of this Agreement is in violation of law or should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, section, term, or condition should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 31

DRUG AND ALCOHOL USE

As a condition of employment, no alcohol or illegal drugs shall be used or possessed, except as authorized by the Chief of Police 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 Article, 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 Article.

Consistent with the foregoing, an employee may be subject to urinalysis drug testing (which shall be drug specific) if probable cause of drug use exists, as determined by the Chief of Police.

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

If the initial test of each sample is positive, a second method of testing shall be immediately administered. The second test shall employ a methodology different from the first.

All testing shall be done at the sole expense of the City. In the event that both sample testings are positive, then the employee may be immediately relieved of duty with vacation, sick pay and/or other compensable leave pending completion by him of a City 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 may be subject to follow-up "probable cause" drug testing for a period of two (2) years, and, if the employee is again found to have used the specified non-prescription drugs, he shall be subject to immediate disciplinary proceedings, including termination.

ARTICLE 32

RANGE QUALIFICATION FEE

Effective July 1, 1988, all members of the bargaining unit who qualify at the first range (that is, score 35 of 50) shall be entitled to an annual range qualification fee in the amount of Two Hundred Fifty (\$250.00) dollars, 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 Chief of Police.

ARTICLE 33

SICK LEAVE BANK

A. Effective July 1, 1994, a Sick Leave Bank is hereby 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 hired after May 31 of a given year, such employees shall make such designation within one (1) month of completing his police academy training.

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 month after the completion of his probationary period, 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.

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 arbitration provisions of the Agreement.

ARTICLE 34

LIMITED DUTY STUDY COMMITTEE

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 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 be not unreasonably withheld.

The report will be available to the parties for collective bargaining purposes. Dissents from the majority may be reported to 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.

ARTICLE 35

SENIORITY BID SYSTEM

A. Effective July 1, 1994, 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 10 days following the first day of the posting.

The City may select any employee submitting a form for the position, and an employee's seniority within the Department shall be a consideration in this 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.

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.

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

ARTICLE 36

DEFIBRILATOR STIPEND

The City and the Union agree that, on or after July 1, 1998, the City may implement automatic external defibrillator ("AED") services. Each employee of the bargaining unit certified to operate an AED shall be paid an annual AED stipend of Two Hundred Fifty (\$250.00) dollars in the first pay period in September of each year; provided, however, that such AED stipend shall be pro-rated on a monthly basis for the first year of an employee's certification.

ARTICLE 37

CAFETERIA PLAN

Within its open enrollment periods, the City agrees to offer all employees of the bargaining unit the opportunity to participate in the City's so-called Cafeteria Plan under the provisions of Internal Revenue Code Section 125.

ARTICLE 38

MAXIMUM HOURS OF WORK

Effective July 1, 1998, except in emergency situations as determined by the City, in any calendar week, no employee of the bargaining unit shall be permitted to work more than eighty (80) hours in the aggregate of regular tour of duty hours, overtime,

court time and paid details. An employee's vacation time shall not count toward the eighty (80) hour limitation.

ARTICLE 39

MISCELLANEOUS

(a) Copies of Contract

The City shall provide the members of the Union's bargaining committee fifteen (15) copies of the executed Agreement between the City and the Union.

(b) Equipment.

The City agrees to supply members of the bargaining unit the following items of equipment:

Helmets (for motorcycle patrolmen)

Flashlights and batteries

Batons

Traffic belts

Gloves (for Riot Unit)

It is understood by the parties that the supply of this equipment is subject to the following:

1. That all issued equipment shall be the property of the City of Worcester
2. That the City shall only issue equipment listed herein and upon turning in by the police officer of the old piece of equipment sought to be replaced.
3. That the specifications for the equipment shall be solely determined by the Chief of Police.

4. That supply of this equipment is subject to appropriation of the City Council.
5. That police officers who have previously purchased equipment shall not be reimbursed by the City.
6. That the Chief of Police may establish rules as to the use of equipment by police officers.

(c) Civilian Dispatchers

1. The Union recognizes the City's right to assign an all-civilian complement of personnel to perform dispatching functions within the Police Department.

2. The City also retains the right to assign police officers to perform dispatching functions within the Police Department.

(d) Air-conditioned Cruisers

The City agrees that, subject to funding, any marked patrol cruisers purchased after the date of this Agreement shall be equipped with air-conditioning. Employees of the bargaining unit shall have preference over all other employees of the Police Department with respect to utilization of air-conditioned cruisers.

(e) Union President

It is agreed that, for the tenure of his office, the President of the IBPO, Local 378, shall be allowed to work a day shift. In addition thereto, and notwithstanding any other provision of the Agreement, during the tenure of his office, the President of the IBPO, Local 378, shall be entitled to devote

such time as is reasonably necessary to the conduct of Union related business during his regularly scheduled tour of duty. The parties acknowledge that, while on duty, the primary and overriding obligation of the Union President or his/her designee is the performance of his official police functions and that such functions take precedence over Union activities. Union related business shall include, but not be limited to, grievance processing, attendance at meetings with the Chief of Police or his designees, attendance at collective bargaining meetings, disciplinary hearings, administrative or other meetings, attendance at meetings of the executive or legislative branch of City government, meetings with unit employees and other matters which promote a more effective working relationship between the City and the Union.

In the absence of the President of the IBPO, Local 378, the Secretary/Treasurer of the IBPO, Local 378, or such other designee of the President, shall be entitled to devote such time as is reasonable necessary for the conduct of Union related business in accordance with the foregoing provisions.

(f) Pay Day

Effective upon the signing of this agreement, the City may change the pay day for unit employees from Wednesday of each week to Friday of each week. The parties will meet to discuss an orderly implementation of such change in pay day and the pro rata payment of additional wages due unit employees because of such change. In consideration of the foregoing, effective upon the

implementation of a Friday pay day, unit employees shall have the option of having their weekly payroll check directly deposited into a financial institution with whom the City has a direct deposit arrangement. The implementation of direct deposit shall occur as soon as practicable within the City's payroll processing system.

(g) Titles and Captions

All titles or captions of articles of this agreement are for identification purposes only and do not add to the substantive benefits contained in this agreement.

(h) Dog Ordinance

The City shall offer training to bargaining unit members concerning the handling of dangerous dogs. The city and the Union agree to incorporate specific understandings reached in a side letter of this agreement.

(i) Truancy Intervention Program

The City and the Union agree to: (1) bargain concerning the so-called truancy intervention program, (2) incorporate specific understandings reached in a side letter of agreement and (3) jointly request that the Massachusetts Labor Relations Commission hold in abeyance any decision in Case No. MVP-1641 pending negotiations between the parties.

ARTICLE 40

AGREEMENT, DURATION, TERMINATION AND CHANGES

1. Effective Date

This Agreement between the City and the Union shall constitute an entire agreement between the parties effective July 1, 1997, and shall supersede any other contract.

2. Termination

This Agreement shall remain in full force and effect until July 1, 2000. This Agreement shall thereafter automatically renew itself for successive terms of one (1) year each, unless sixty days prior to the expiration of this Agreement termination date either party shall have given the other party written notice, by certified mail, of its desire to modify or terminate this Agreement.

3. Changes

Either party may request on April 1, 2000, or any date thereafter, but prior to July 1, 2000, collective bargaining discussions for a new agreement or amendments thereto to be effective after the termination date of this Agreement (July 1, 2000) by giving written 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. Re-opener

In the event that any other City bargaining unit receives a total package settlement greater than that received by the Union

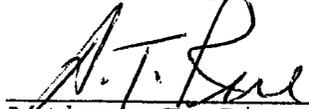
for the same time period, the parties agree to reopen negotiations upon request of the Union.

IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by duly authorized representatives this 26th day of ~~July~~ ^{August}, 1998.

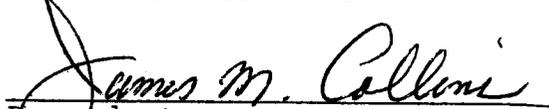
CITY OF WORCESTER

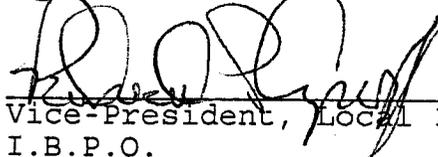

Thomas R. Hoover,
City Manager

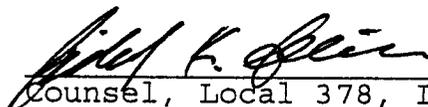
APPROVED AS TO LEGAL FORM
AND CONTENT:


Anthony T. Rice, Esq.
Assistant City Solicitor
Office of Human Resources

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS


President,
Local 378, I.B.P.O.


Vice-President, Local 378,
I.B.P.O.


Counsel, Local 378, I.B.P.O.