

MEMORANDUM OF AGREEMENT

between

THE CITY OF WORCESTER

And

WORCESTER CLERKS' ASSOCIATION

(July 1, 2010 - June 30, 2013)

WHEREAS, the City of Worcester and the Worcester Clerks' Association have negotiated for a successor contract to the 2008 - 2010 Agreement, and

WHEREAS, the City and the Union have come to terms relative to the new contract between the parties; and

NOW, THEREFORE, the City and the Association 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 5, Wages

The parties agree to amend paragraph 2 of Article 5 to provide for the following increases:

- (a) Effective July 1, 2010, the City shall provide a zero percent (0%) base wage increase.
- (b) Effective July 1, 2011, the City shall provide an adjustment of \$300 to each step of the base wage schedule for actual service.
- (c) Effective June 30, 2012, bargaining unit employees will be placed on the General Clerical Wage Schedule subject to the \$300.00 base wage adjustment provide for in 1(b) and a 2% base wage increase for actual service effective July 1, 2012 and the Worcester Clerks' Wage Schedule will be repealed effective June 30, 2012.
- (d) Effective January 1, 2013, the City shall provide a one percent (1%) base wage increase for actual service.¹

¹ In consideration of the Union's agreement to City proposals reflected in this memorandum as well as the Union's early recognition for contribution rate changes to 75/25 back to July 1, 2009, allowing for cost savings which preserved jobs and critical city services.

2. Article 19. Grievance Procedure

(a) The parties agree to clarify Paragraph 5 by adding new sub-section f, which will read as follows:

(f) In disciplinary cases, the arbitrator shall not apply a burden of proof above the preponderance of evidence test or standard.

3. Article 25. Conditions and Duration of Agreement

Amend the Article to provide for a three-year agreement beginning July 1, 2010 and ending June 30, 2013, unless otherwise provided for.

4. Study Committee

The parties agree to establish a study committee consisting of two representatives appointed by the Union and two representatives appointed by the City, to discuss the clerical job classifications. The study committee will prepare a joint report containing its recommendations to be submitted to the City and the Union on or before June 30, 2012 as to the clerical job classifications.

5. Health Insurance

(a) **Plan Design.** The parties agree to replace the existing health insurance plans and plan designs with those reflected in the attached schedule , and implement new health insurance plans² and plan designs developed by the City (as outlined on the attached open enrollment summary)³ to be purchased for the FY 2012 plan year pursuant to MGL 32B, section 3.

(b) **Premium Incentive.** A premium incentive will be available to members in FY 2012 whereby the member will not have payroll deductions, as follows: the premium incentive on the City Direct plan will be for 8 weekly pay periods and the premium incentive on the City Advantage Plan will be for 4 weekly pay periods.

(c) The parties agree that the savings generated from the adoption of the health plans under this provision shall be utilized to fund the positions scheduled to be laid off June 2011, sufficient to avoid layoffs of bargaining unit personnel in fiscal year 2012.

² Members must fill out enrollment paperwork to enroll in one of the new plans. For members who do not fill out enrollment forms, the City will determine the appropriate replacement plan.

³ A fourth plan (as outlined on the separately attached plan summary) will be available for members to enroll in a family health plan when an eligible member of their family permanently lives out of the coverage area of the three primary plans offered by the City (out of New England).

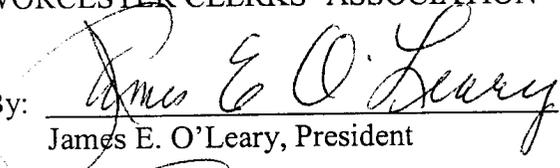
6. Integrated Contract

The City agrees to draft an integrated contract based upon the amendments to the former contract as provided herein.

This Agreement is subject to ratification by the Association and by the City Manager, and to appropriation by the City Council.

This Agreement has been duly executed by the authorized representatives of the City of Worcester and the Worcester Clerks' Association.

WORCESTER CLERKS' ASSOCIATION

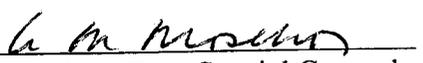
By: 
James E. O'Leary, President

Dated: June 14, 2011

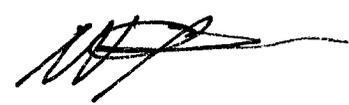
By: _____

Dated: _____

CITY OF WORCESTER

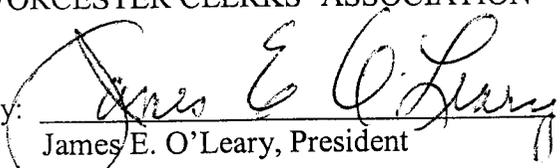
By: 
D. M. Moschos, Esq., Special Counsel

Dated: 6/20/11



RATIFIED:

WORCESTER CLERKS' ASSOCIATION

By: 
James E. O'Leary, President

Dated: June 17, 2011

By: _____

Dated: _____

RATIFIED:

CITY OF WORCESTER

By: 
Michael V. O'Brien, City Manager

Dated: 6/20/11