

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF WATERTOWN
AND THE
WATERTOWN TOWN HALL ASSOCIATES, SEIU, LOCAL 888**

The Town of Watertown and Watertown Town Hall Associates, SEIU, Local 888 hereby agree, subject to appropriation by the Town Council, to a three (3) year collective bargaining agreement effective July 1, 2005 through June 30, 2008 which shall contain the same terms and conditions as the parties' most recent agreement, except as modified by the following:

1. Base wage increases

- 4.5% retroactive to 7/1/05
- 4.5% retroactive to 7/1/06
- 2.5% effective 7/1/07

2. Health insurance

- 85/15 health insurance contribution rate retroactive to 7/1/05
- 80/20 health insurance contribution rate retroactive to 7/1/06
- Effective 7/1/07, modify HMO plan design and co-pay amounts to Option 5 as detailed in "Executive Summary – Plan Change Options". With respect to the inpatient and outpatient co-pays, the Town will reimburse employees on individual HMO plans for up to a maximum of \$350.00 per fiscal year toward the cost of inpatient/outpatient co-pays incurred during that year. Employees on family HMO plans will be reimbursed for up to a maximum of \$700.00 per fiscal year per plan toward the cost of inpatient/outpatient co-pays incurred during that year by individuals covered by the plan.

3. Step adjustment

- Effective 7/1/07, the current top step for all grades shall be adjusted so that the resulting amount makes the current top step 4.5% higher than the amount of the step that immediately precedes it. (Currently, top step is 2.25% higher than the step that immediately precedes it.)

4. Pay period

- Effective with the issuance of the retroactive paychecks that will be due under this Agreement, employees shall be converted to a Sunday to Saturday pay period that is paid in arrears, i.e. employees will thereafter be paid on a Thursday for the preceding Sunday to Saturday period.

5. Direct deposit

- All employees hired on or after the date of execution of this Agreement and all employees who are currently signed up for direct deposit with the Town shall be required to remain on direct deposit for as long as they are employed by the Town. Current employees who are not signed up for direct deposit as of the date

of execution of this Agreement shall be permitted to continue to receive their wages from the Town via check, however, should such employees elect to sign up for direct deposit in the future, they shall be required to remain on direct deposit for as long as they are employed by the Town.

6. Sick leave buyback

- Effective 7/1/07, the maximum sick leave buyback benefit shall be increased to \$4,000.00.

7. Hepatitis A vaccination

- Effective 7/1/07, DPW employees and employees in inspectional positions who have the potential to be exposed to raw sewage will be reimbursed for the cost of obtaining the Hepatitis A vaccination. (The parties will identify the eligible positions by position title.) In order to be eligible for reimbursement, an employee must provide the Town with a written recommendation from the employee's doctor and proof of the net cost to the employee of the vaccination, i.e. the cost remaining after submission to the employee's health insurance provider. It is understood and agreed that employees are not being required by the Town to obtain the vaccination and the vaccinations themselves will be administered by the employee's own physician.

8. ARTICLE 22, SECTION G (GENERAL PROVISIONS – NEW)

- Insert new Section G as follows:
“Section G Changes To Agreement
No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.”

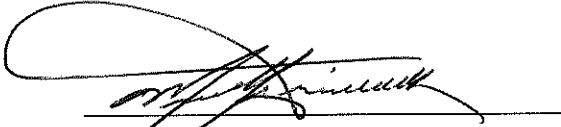
9. ARTICLE 22, SECTION H (GENERAL PROVISIONS – NEW)

- Insert new Section G as follows:
“Section I Non-Waiver
The failure of the Employer 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 rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.”

10. Applicability of Agreement

- The terms and benefits of this Agreement shall be effective only as to individuals who are employed by the Town as of the date that the Agreement is ratified, who either retired from the Town's service within the meaning of G.L. c. 32 or became deceased during the effective dates of this Agreement or who left the Town's employ during the effective dates of this Agreement and had three (3) or more years of service in the bargaining unit at the time of their doing so.

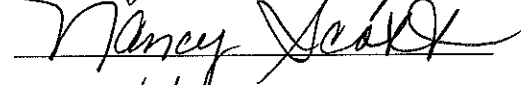
For the Town of Watertown



Dated: 4/5/2007

311345v.2/31406/0080

For the Watertown Town Hall Associates,
SEIU, Local 888



Dated: 4/4/07



For the Town of Watertown

For the Watertown Town Hall Associates,
SEIU, Local 888

Suzana Segat - SEIU 888 President

Dated: _____

John Wozner - Field Rep.

Dated: _____

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