

MEMORANDUM OF AGREEMENT #6

between

THE CITY OF WORCESTER

And

LOCAL 495, NAGE, SEIU  
SERVICE EMPLOYEES INTERNATIONAL UNION

July 1, 2017 – June 30, 2020

*WHEREAS*, the City of Worcester (the “City”) and Local 495, NAGE, SEIU (the “Union”) are parties to a collective bargaining agreement for the period July 1, 2016 – June 30, 2017;

*WHEREAS*, the City and the Union are currently engaged in successor negotiations;

*WHEREAS*, the parties have reached agreement on certain terms and conditions to modify the collective bargaining agreement;

**NOW, THEREFORE**, the City and the Union agree that the existing contract (FY17) shall be amended for a successor contract document for the period July 1, 2017 to June 30, 2020, as follows.

1A. PREFIX - UNIT II

The parties agree to amend Unit II of the Prefix, under the heading entitled, “Department of Inspectional Services” by adding the classifications of Environmental Analyst (pay grade 33) and Senior Environmental Analyst (pay grade 33HC) to the existing list of classifications.

1. ARTICLE 4. MANAGEMENT RIGHTS

The parties agree to amend Article 4 by adding language to provide for drug testing by the City, which shall read as follows:

Non-CDL employees may be subject to alcohol and drug testing by the City, provided, however, that the City has reasonable suspicion to conduct an alcohol or drug test and, in the case of a drug test, conducts the test in accordance with the United States Health and Human Services Department procedures including, confirmatory test, split sample, medical officer review and appeal, and allowing employee to elect a separate confirmatory test at his/her expense.

1B. ARTICLE 6. UNION REPRESENTATIVES

Amend Article 6 by adding a new Section (k) which will read as follows:

Section (k). The City agrees to provide up to two (2) hours of paid leave per month for attendance by the Union President at any meeting with the Director of Human Resources or her designee. The meetings shall be mutually approved and scheduled by the Union President and the Director of Human Resources.

2. ARTICLE 8. WAGES

(a) The parties agree to amend the Article as contained in Attachment A to this Agreement, to provide for the following base wage increase or step increase:

The parties agree to amend the Article effective January 1, 2018, by establishing a new maximum step at two percent (2%) higher than the existing maximum step of each of the respective wage schedules as contained in Attachments A through E to this Agreement.

(i) An employee will advance to the new maximum step of the employee's individual increment date. Employees who are at the previous maximum step of their wage schedule (i.e., Step 6, Step 7, or Step 8, as applicable), for at least one (1) year as of January 1, 2018, shall move to the new maximum step of their wage schedule (i.e., Step 7, Step 8, or Step 9, respectively) on January 1, 2018. For employees that have not served one (1) year in their current maximum step as of January 1, 2018, but achieve one (1) year of service in their current maximum step after January 1, 2018, shall move to the next maximum step on their anniversary date.

(ii) For those wage schedule(s) that have a Step 1C, that Step will be deleted effective July 1, 2018.

(b) Effective July 1, 2018                      two percent (2%)

(c) Effective July 1, 2019                      two percent (2%)

(d) The parties agree that the Memorandum of Agreement regarding the Regional Dispatchers is incorporated herein by reference and is contained in Attachment B to this Agreement. The Regional Dispatchers shall not be eligible for the base wage adjustment for FY17 or step adjustment of (a)(i) above.

3. ARTICLE 15. SICK LEAVE

*Withdrawn in exchange for the Union's withdrawal of its sick leave proposals.*

4. ARTICLE 19. ASSIGNMENT OF OVERTIME

*Reserved for future use.*

5. ARTICLE 20. COMPUTATION OF OVERTIME PAY

*Withdrawn in exchange for the Union's withdrawal of its sick leave proposals.*

6. ARTICLE 30. PROTECTIVE CLOTHING

The parties agree to clarify Item 5 sub-section c by adding the following paragraph:

c) The City shall provide eligible employees in the above-mentioned Departments with annually \$100 for an ANSI boot allowance. This section is effective upon ratification of the Memorandum of Agreement for 2000-2003. Effective July 1, 2015, the boot allowance shall be increased to \$125 annually. Effective January 1, 2018, the boot allowance shall be increased to \$150 annually.

7. ARTICLE 31. MOTOR EQUIPMENT OPERATOR

*Reserved for future use.*

The parties agree to amend Article 31 to provide that the Motor Equipment Operators' (MEO) wage rate shall be adjusted for FY19 and FY20 on the same basis as the base wage adjustments in Item 2 above. For FY18, the MEO Step 1 rate shall be adjusted by two percent (2%) effective January 1, 2018.

8. ARTICLE 35. HOLIDAYS.

(a) The parties agree to amend Article 35 by adding a new section 7 regarding the Communications Department employees to provide for those on rotating schedules shall observe the holiday on its actual day if the holiday falls on a week-end. Section 7 shall read as follows:

7. Notwithstanding any provisions to the contrary as contained in Sections 1-5 above, for purposes of this Article only, if a holiday falls on a Saturday or Sunday, a Regional Dispatcher and any other employee of the Communications Department who works a 4 & 2 schedule shall be paid only holiday pay if the employee works the actual holiday, and not for working the day that the holiday is legally observed.

(b) The parties agree to further amend the Article in Section 5, effective January 1, 2018, as indicated below:

5. Notwithstanding Section 2 above, if an employee is regularly scheduled to work on a holiday and actually works eight (8) hours on said holiday, the employee shall be entitled to receive eight (8) hours of straight time pay, subject to Section 2, plus an additional two (2) hours of holiday pay, for a total of ten (10)

hours of holiday pay; provided, however, if an employee is regularly scheduled to work less than eight (8) hours but works at least four (4) or more hours, the employee shall be entitled to receive the employee's straight time pay, subject to Section 2, plus an additional one (1) hour of holiday pay.

9. ARTICLE 37. MISCELLANEOUS PROVISIONS

(a) The parties agree to amend Section 9A entitled, Weekly Payroll Deduction for Group Insurance Purposes, by deleting the word "weekly" where it appears in Section 9A and also elsewhere in the contract as where deductions from pay are mentioned.

(b) The parties agree to clarify item 12 (which is currently reserved for future use), to include a new Section entitled, Leave Forfeiture, which will provide as follows:

12. Leave Forfeiture. Upon an employee's termination, resignation or retirement from employment, any unused administrative, sick leave (this provision does not affect sick leave buyback at retirement) or personal leave shall be forfeited by the employee, and shall not be eligible to be cashed out by the employee.

(c) The parties agree to amend item 14, Payroll by adding the following sentences:

"The City may convert the existing weekly payroll system to a bi-weekly payroll system provided, however, that the City gives a 90-day notice to the Union and employees of such change subject to M.G.L. Chapter 149, and no such changeover shall take place before July 1, 2019."

"When the City implements a bi-weekly payroll any weekly payments or deductions in this contract shall become bi-weekly."

(d) *Reserved for future use.*

(e) The parties agree to amend the Article by adding a new item 19 entitled, Direct Deposit, which will read as follows:

19. Direct Deposit. Effective January 1, 2018, or on such later date as may be determined by the City, all employee wage payments shall be electronically forwarded by the City directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check. The City may, however, for those employees on extended leave, pay by check and not through direct deposit.

(f) The parties agree to amend the Article to establish a new Item 20 entitled, Residency, which will read as follows:

20. Residency. All new members of the bargaining unit hired after the date of ratification of this Agreement, shall establish residency in the City of Worcester within one (1) year of their appointment by the City. The City Manager at his

sole discretion may waive the residency requirement for an employee in order to recruit or retain employees.

(g) The parties agree to amend the Article to establish a new Item 21, entitled, Appraiser Stipend, which will read as follows:

21. Motor Vehicle Damage Appraiser Stipend. Effective January 1, 2018, the motor equipment repairman assigned to the Police Department who is certified as and performs the duties of a motor vehicle damage appraiser shall be eligible to receive a weekly stipend in the amount of \$10.00, when assigned to perform those duties.

#### 10. CONDITION AND DURATION OF AGREEMENT

Amend the Article to provide for a three-year agreement beginning July 1, 2017 and ending June 30, 2020, unless otherwise provided for.

#### 11. SPECIAL ARTICLE 1. DEPARTMENT OF PUBLIC WORKS/DEPARTMENT OF TRAFFIC ENGINEERING

(a) *Reserved for future use.*

(b) The parties agree to further amend Special Article 1, by adding a new Section I entitled, Parking Meter Maintenance Men, which will provide as follows:

The duties of a Parking Meter Maintenance Man may be expanded by the City to include the secondary assignment of being a Parking Control Officer for overtime assignments.

#### 11A. SPECIAL ARTICLE 2. WORCESTER FREE PUBLIC LIBRARY

The parties agree to amend Section D, Vacation Leave, of the Article to provide that Graduate Librarians shall be eligible for two administrative leave days after ten (10) years of service.

#### 12. SPECIAL ARTICLE 3. DEPARTMENT OF INSPECTIONAL SERVICES

(a) The parties agree to amend Sub-section C of Special Article 3 effective January 1, 2018, by adding the classifications of Environmental Analyst and Senior Environmental Analyst to the job classifications eligible to receive the Advance Educational Stipend and the Registered Sanitarian stipend.

(b) The parties agree to clarify Sub-section D of Special Article 3, by adding the following as special condition (4):

(4) Inspectors shall have a current and valid Massachusetts driver's license, and shall be subject to paragraph 17 of Article 37.

13. SPECIAL ARTICLE 4. ASPHALT RAKERS

(a) The Asphalt Rakers rate shall be adjusted for FY19 and FY20 on the same basis as the base wage adjustments in Item 2 above. For FY 18, the Asphalt Rakers' Step 1 shall be adjusted by two percent (2%) effective January 1, 2018.

(b) The parties agree to amend Section 5 of the Article by deleting the word, "Persons" and inserting the words, "Employees in the Street Operations Division." Section 5 will now read as follows:

5. Employees in the Street Operations Division holding an asphalt raker title shall not be eligible to exercise any MEO rating between the months of April 15 and November 15.

(c) *Reserved for future use.*

14. SPECIAL ARTICLE 5. PARKS AND RECREATION AND LIBRARY

The parties agree to amend the Article in sub-section 5, entitled Turf Management Stipend, by deleting the existing language and inserting the following:

5. Turf Management Stipend. Effective April 1, 2018, the City shall provide a weekly stipend during the period from April 1 to November 1 in the amount of \$20.00 for those Parks employees designated by the City in the classifications of Working Foreman, (Turf & Grass), Working Foreman, (Gardener) and Working Foreman Parks who are certified in Turf Management by the Sports Turf Managers Association when actually performing turf management duties.

15. SPECIAL ARTICLE 6. SPECIAL LICENSES

The parties agree to amend the Article by establishing a new Section 6 to be effective upon ratification and implementation of the Memorandum of Agreement, which will provide as follows:

Employees who function as Water Operators assigned to the Water Operations Division and who are required to hold one or more of the licenses listed below as a condition of performance or job assignment shall be eligible to receive a weekly stipend, as indicated below, subject to the following conditions:

(a) the employee functions as a Water Operations employee; provided, however, that the Commissioner of Public Works & Parks may authorize an employee in another Division who has the license(s) and who is available to be assigned to perform duties under said license(s) in the Water Operations Division to be eligible to receive the stipend, as

indicated below, under such conditions as the Commissioner may determine.

- (b) the stipend will be paid on a pro rata basis based upon the employee's license status at the payroll period; and
- (c) for grade 3 and grade 4 levels, the employee has to be in pay grade 33 or higher.

License(s)	Weekly Stipend Amount (on pro rata basis)
T1, D1	\$10.00
T2, D2	\$20.00
T3, D3	\$30.00
T4, D4	\$40.00

16. SPECIAL ARTICLE 7. REGRADINGS, RECLASSIFICATIONS AND NEW TITLES

(a) The parties agree to amend Special Article 7, Section A, in sub-section 4, Public Works, by regrading the classifications indicated below, effective upon ratification and implementation of the 2017-2020 Memorandum of Agreement:

- (e) Working Foreman Motor Equipment Repairman from p.g. 34 to p.g. 35
- (o) Motor Equipment Repairman, DPW from p.g. 30 to p.g. 31

(b) The parties agree to further amend Special Article 7, Section A, in sub-section 8, Police Department, by regrading the classifications indicated below, effective upon ratification and implementation of the 2017-2020 Memorandum of Agreement:

- (f) Working Foreman Motor Equipment Repairman from p.g. 33 to p.g. 34
- (g) Motor Equipment Repairman, Police Dept. from p.g. 29 to p.g. 30

(c) The parties further agree to amend Section 10 of Article 33 by adding a new paragraph as follows:

Effective January 1, 2018, Class III Motor Equipment Repairman shall be paid at a rate which is \$30 per week more than the Motor Equipment Repairman at a comparable step. Class II Motor Equipment Repairman shall be paid at a rate which is \$50 per week above the Motor Equipment Repairman at a comparable step. Class I Motor Equipment Repairman shall be paid at a rate which is \$70 per week above the Motor Equipment Repairman at a comparable step. In order to continue to be eligible to receive the above stipends, the Motor Equipment Repairman must maintain and keep current their ASE rating which they acquired in order to become eligible for the respective stipend.

16A. HEALTH INSURANCE.

1. The Union agrees that the City may make the following changes in the City's health insurance without any further bargaining by the City with the Union.
  - (a) For information purposes, the health insurance deductibles for all plans are \$500/\$1,000.<sup>1</sup>
  - (b) Effective as of January 1, 2018, or as soon as practicable thereafter, prescription drug co-pays and coverage changes for all plans as follows:
    - (i) To increase the 2<sup>nd</sup> tier of prescription co-pays from \$25 to \$30;
    - (ii) To increase the 3<sup>rd</sup> tier of prescription co-pays from \$45 to \$60;
  - (c) Effective as of January 1, 2018, or as soon as practicable thereafter, increase the co-pays for specialist office visits up to a maximum of \$50.00.
  - (d) Effective as of January 1, 2018, or as soon as practicable thereafter, increase the ER copay to \$150.00 per visit.
  - (e) Effective as of January 1, 2018, or as soon as practicable thereafter, increase the Inpatient Hospital Copay to a maximum not to exceed \$1,000.00 for each plan.
  - (f) Effective as of January 1, 2018, or as soon as practicable thereafter, increase the Outpatient Hospital Copay to a maximum of \$750.00 for each plan.
  - (g) Effective January 1, 2018 adjustments to the new premium contribution rates.
2. The Union further agrees that the City Health Insurance Authority shall be authorized to take such other action as may be necessary to carry out the above changes.

See attached Health Plans Benefit Summary for information purposes.

3. The Union agrees to withdraw with prejudice its unfair labor practice charge against the City of Worcester regarding health insurance.

17. HEALTH INSURANCE *Reserved for future use.*

18. HOUSEKEEPING

The parties agree to amend or clarify the contract by making the following general housekeeping changes as these items are no longer relevant:

- (a) Amend Unit I by deleting the following classifications and pay grades:

WORCESTER PUBLIC LIBRARY

Building Custodian - p.g. 25

House Worker (Cleaner) - p.g. 17

Senior Building Custodian - p.g. 30

<sup>1</sup> Existing deductibles.

(b) i. Amend Unit I by adding the heading "Division of City Energy & Asset Management; and

ii. Further amend Unit I by adding Division of City Energy & Asset Management classifications as follows:

- Building Custodian – p.g. 25
- Senior Building Custodian – p.g. 30
- Building Maintenance Craftsman – p.g. 30
- Plant Engineer, City Hall – p.g. 35

(c) Amend Unit II by adding under the heading of *Public Health* the two classifications of Public Health Nurse and Public Health Nurse Leader; and, by deleting the classifications of Health Educator (Communicative Disease Risk Reduction) and Public Health Supervising Nurse.

(d) Delete the following titles from Unit II, as they are no longer part of the Library's Table of Organization:

WORCESTER PUBLIC LIBRARY

- Bookkeeper - p.g. 21
- Clerk - p.g. 16
- Clerk-Stenographer - p.g. 19
- Clerk-Typist (aide) - p.g. 17
- Clerk-Typist and Stenographer - p.g. 19
- Reserve*
- Offset Duplicating Machine Operator - p.g. 27
- Principal Bookkeeper - p.g. 26
- Reserve*
- Senior Bookkeeper - p.g. 23
- Senior Clerk - p.g. 21
- Senior Clerk-Stenographer - p.g. 23
- Senior Clerk-Typist - p.g. 21
- Reserve*
- Statistical Machine Operator - p.g. 23
- Telephone Operator - p.g. 21

(e) The City and the Union agree to the removal of the Library Human Resources Assistant classification from the bargaining unit.

(f) Article 8, Wages.

The parties agree to amend sub-section (c) of paragraph 2 of Article 8 by changing the parenthetical references to reflect the date that this current Memorandum of Agreement is executed by the parties.

This Agreement has been duly executed by the authorized representatives of the City of Worcester and Local 495, NAGE, SEIU.

LOCAL 495, NAGE, SEIU

By: *Richard Anderson*  
FOR Richard Anderson, Chief Negotiator  
NAGE/SEIU

CITY OF WORCESTER

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

Dated: \_\_\_\_\_

Dated: *1/29/18*

By: *Sean Maher*  
Sean Maher, President

Dated: *Jan 29, 2018*

RATIFIED:

RATIFIED:

LOCAL 495, NAGE, SEIU

CITY OF WORCESTER

By: *Richard Anderson*  
FOR Richard Anderson, Chief Negotiator  
NAGE/SEIU

By: *Edward M. Augustus, Jr.*  
Edward M. Augustus, Jr., City Manager

Dated: *Feb. 16, 2018*

By: *Sean Maher*  
Sean Maher, President

Dated: *Feb 16, 2018*

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ATTACHMENT B

MEMORANDUM OF AGREEMENT #3

between

THE CITY OF WORCESTER

And

LOCAL 495, NAGE, SFIU  
SERVICE EMPLOYEES INTERNATIONAL UNION

*(Regarding Dispatchers)*

(2017)

*WHEREAS*, the City and the Union are currently engaged in successor negotiations and this proposal is part of such negotiations;

*WHEREAS*, the parties have reached agreement on certain terms and conditions regarding the Regional Dispatchers and the Regional Dispatcher Career Path Classification Plan;

NOW, THEREFORE, the City and the Union agree as follows:

1A. Article 8, Wages

(a) The parties agree to amend the Article by establishing a new salary schedule for the Regional Dispatchers as contained in Attachment A to this Agreement.

(b) The parties further agree that the placement of Regional Dispatchers on the new Regional Dispatchers pay schedule from the General Schedule shall not result in an employee receiving more than two base wage increments under such placement.

(c) The parties agree that notwithstanding Article 8, Wages and the City Personnel Ordinance, the anniversary date for all employees placed on the Regional Dispatchers pay schedule shall be the date the pay schedule is ratified and implemented; and, eligibility for a step increase shall be one (1) year from that date.

1. Special Article 7, Regradings, Reclassifications and New Titles.

The parties agree to amend Article 7 in Section B, *Reclassifications*, by providing for a new dispatcher classification plan as indicated below:

REGIONAL DISPATCHER CAREER PATH CLASSIFICATION PLAN

CLASSIFICATION	New Pay Grade	Qualifications
REGIONAL DISPATCHER I (TRAINEE/CALL-TAKER)	1	Regional Dispatchers who are not experienced and certified as a 911 and EMD Dispatcher by the Commonwealth or who only perform the call-taker function.
REGIONAL DISPATCHER II (CERTIFIED)	2	Regional Dispatchers who are certified by the Commonwealth in Enhanced 911 and EMD and can competently perform Police, Fire and Emergency Medical dispatching, subject to Section 2.2.
REGIONAL DISPATCHER III (CERTIFIED) (ADVANCED SKILLED)	3	Regional Dispatchers who are fully certified as a dispatcher by the Commonwealth, who have the ability to train other dispatchers, who perform their duties on a superior competency level, who exercise leadership within the shift and when designated, fill in as the Acting Shift Supervisor. A Regional Dispatcher III shall perform all duties of a dispatcher including police, fire and emergency medical dispatching.
SR. REGIONAL DISPATCHER (CERTIFIED) (WORKING SHIFT SUPERVISOR)	4	Working Regional Dispatchers who are also shift supervisors, who are fully certified by the Commonwealth and who meet the standards and qualifications of a Regional Dispatcher III.

(i) Individuals with the required certifications and experience may start as a Regional Dispatcher III after in-service training.

2. Special Article 16.

(a) *Reserved for future use.*

(b) The parties agree to further amend Special Article 16, by adding a new Section 10 entitled, Incentive Bonus, which will read as follows:

Section 10. Incentive Bonus.

New dispatchers hired by the City after July 1, 2017, who remain in the employment of the City for two (2) years following their date of hire, unless terminated by the City, shall be eligible for a \$500 bonus each year provided the employee has no discipline and works a full year (52 weeks) as a dispatcher for each year.

(c) *Reserved for future use.*

(d) *Reserved for future use.*

This Agreement is subject to ratification by the Union and by the City Manager, and is also subject to appropriation. If the City Council does not appropriate the funds, this Agreement shall be null and void.

This Agreement shall be effective as of October 1, 2017, subject to ratification and appropriation.

A Regional Dispatcher who has left the employment of the City of Worcester prior to the date of ratification of this Agreement shall not be subject to this Agreement.

This Agreement has been duly executed by the authorized representatives of the City of Worcester and Local 495, NAGE, SEIU.

LOCAL 495, NAGE, SEIU  
By: *Richard Anderson*  
FOR Richard Anderson, Chief Negotiator  
NAGE/SEIU

CITY OF WORCESTER  
By: *D. M. Moschos*  
D. M. Moschos, Esq., Special Counsel

Dated: \_\_\_\_\_

Dated: *1/29/18*

By: *Sean Maher*  
Sean Maher, President

Dated: *January 29, 2018*

RATIFIED:  
LOCAL 495, NAGE, SEIU

RATIFIED:  
CITY OF WORCESTER  
By: *Edward M. Augustus, Jr.*  
Edward M. Augustus, Jr., City Manager

By: *Richard Anderson*  
FOR Richard Anderson, Chief Negotiator  
NAGE/SEIU

Dated: *Feb 16, 2018*

By: *Sean Maher*  
Sean Maher, President

Dated: *Feb 16, 2018*