

Official Copy

MEMORANDUM OF AGREEMENT (#4)(FINAL)
between
THE CITY OF WORCESTER
and
LOCAL 495, NAGE, SEIU
SERVICE EMPLOYEES INTERNATIONAL UNION

(July 1, 2013 - June 30, 2016)

WHEREAS, the City of Worcester (the "City") and Local 495, NAGE, SEIU (the "Union") have been negotiating for a successor contract to the Agreement which was scheduled to expire on June 30, 2013; and

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

WHEREAS, the parties have agreed to execute a Memorandum of Agreement pending the drafting of a new contract document;

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

The existing contract shall be continued in full force and effect, except as modified herein, pending the drafting of a successor contract document.

1A. *Reserved.*

1B. ARTICLE 8, WAGES

(a) The parties agree to amend Section 2 a of the Article by increasing the base wage as follows:

Effective January 1, 2014	two percent (2%)
Effective January 1, 2015	two percent (2%)
Effective January 1, 2016	two percent (2%)

(b) *Reserved.*

(c) The parties agree to amend sub-section (c) of Article 8, Wages as follows:

c) Employees who have left the service of the City for any reason, except retirement, prior to the execution date of ~~the~~ **this** Memorandum of Agreement (~~August 30, 2006~~) shall not be paid any retroactive pay. Only those employees who are on the payroll on ~~August 30, 2006~~, **the date of execution of this Agreement**, including those on worker's compensation status, authorized sick leave without pay, maternity leave or Union leave, shall be eligible for retroactive pay for actual service. Persons who have

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retired prior to ~~August 30, 2006~~ the date of execution of this Agreement shall be eligible for retroactive pay for actual service.

1. ARTICLE 9, HEALTH INSURANCE

(a) The parties agree to amend the Article by deleting references to specific health insurance carriers and specific plan designs. Article 9 will now read as contained in Attachment A to these proposals.

(b) *Reserved.*

2. ARTICLE 11, GRIEVANCE PROCEDURE

(a) The parties agree to amend Section 1 by deleting in the third sentence the words, "actual working days" and throughout the Article, and substituting in lieu thereof the words, "calendar days."

(b) The parties agree to amend Section 1, and Section 2, sub-Sections (a), (b), (c), (d), and (g) as follows:

1. For purposes of this Article, a grievance shall be defined to be an actual dispute arising as a result of the application or interpretation of the express terms of this contract, Chapter 3 (the Leave Ordinance) and Appendix C (the Salary Ordinance) of the Revised Ordinances of the City of Worcester, 1996, providing, however, that any matter under the jurisdiction of the Civil Service Commission or the Worcester Retirement Board, any matter involving the purported exercise of management rights (Article 4 of this contract), supervisory orders or any matter reserved to the discretion of the City by the terms of this Agreement shall not be subject to this grievance procedure nor construed as being grievable. Any matter which occurred or failed to occur prior to the date of this Agreement shall not be a proper subject for binding arbitration. Grievances shall not be entertained if the cause occurred more than thirty ~~actual working~~ calendar days of the employee prior to the initiation of the procedures set forth in this Article. If the Union or an employee brings a matter before the Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, or the Worcester Human Rights

Commission, the Union or employee who files the action shall, simultaneous to the filing with the agency, notify the City of the filing and of the agency before which the matter is being brought. The parties agree that any decision of the arbitrator in a grievance between the City and the Union or an employee shall be admissible in any subsequent proceeding between the City and the Union or employee involving the same matter.

1.a. For the purposes of disciplinary grievances only, non-civil service employees with one year of full time service, as authorized by the contract, or civil service employees who seek review of disciplinary measures through the grievance procedure rather than by the provision of Chapter 31, shall have their disciplinary grievances initiated at the City Manager level. All other grievances shall be brought in accordance with the provisions of this article.

2.a. An aggrieved employee or employees, or his or their Union acting in his or their behalf, should explain the situation orally to the employee's or employees' immediate supervisor **as soon as possible after** ~~within two working days of the occurrence of the aggrieved action, or~~ **as soon as possible** ~~within two working days~~ after employee became aware or should have reasonably become aware of the matter out of which the grievance arose.¹

b. ~~The supervisor, either alone or in consultation with his superiors, shall reach a decision and communicate it to the employee within two working days of the presentation to him of the complaint.~~ *Reserve for future use.*

c. If the ~~oral disposition~~ **response** of the immediate supervisor is not satisfactory to the employee or Union, he or the Union must reduce the grievance

¹ Hereafter, the singular shall be deemed to include the plural and masculine shall be deemed to include feminine and plural.

to writing specifying all pertinent details of the situation from which the grievance evolved, together with the specific remedy sought. Additional unrelated issues may not be raised at any subsequent step unless agreed upon by both parties in writing. The written grievance ~~should~~ **must** then be submitted to the employee's "unit chief", **with a copy to the Department and the Department of Human Resources** within ~~three~~ thirty (30) working **calendar** days of receipt of the oral disposition **the occurrence of the incident or when the employee became aware or should have reasonably become aware of the matter out of which the grievance arose.**

d. The unit chief must make a written disposition within ~~five~~ **ten (10)** working **calendar** days of the receipt of the written initiation to the employee and the Union.

e. If the grievance remains unresolved to the satisfaction of the employee, he or the Union may file within five working **calendar** days of the receipt of the disposition of the unit chief a separate written appeal to his department head.

f. The department head shall take such actions as he may require, to obtain all relevant information on the substance of the grievance and the language of the contract or ordinance involved. If the employee is to be interviewed, the Union shall be notified prior to the interview and shall have the right to be present at the interview.

g. Within five **ten (10)** working **calendar** days of the receipt of the appeal from the employee or Union, the department head shall render a written

decision on the matter and shall communicate the same to the employee, Union, the unit chief and the City Manager or his designated representative.

h. If the employee or Union remains unsatisfied with the disposition of his complaint at the department head level, the employee or the Union may, within five ~~working~~ calendar days of the issuance of the department head's opinion, submit a separate written appeal to the City Manager or his designated representative.

(b) The parties agree to clarify paragraph 5 by adding a new sub-paragraphs (f), (g), (h) and (i) which shall read as follows:

- (f) The arbitrator shall decide any discipline cases based upon the preponderance of the evidence standard of proof.
- (g) The arbitrator shall have no authority to issue a decision contrary to federal or state law.
- (h) No arbitration award shall include payment by the City of punitive damages to the Union or the employee.
- (i) The Arbitrator shall have no authority to award interest.

3. *Reserved.*

4. *Reserved.*

5. *Reserved.*

6. ARTICLE 25, WAIVER

The parties agree to amend the Article by deleting the existing language and inserting the following:

The City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any matter covered in this Agreement.

6A. ARTICLE 30, PROTECTIVE CLOTHING

(a) The parties agree to amend Section 1, Protective Clothing, sub-section 5(c) by increasing the amount of ANSI boot allowance from \$100 annually to \$125 annually effective July 1, 2015, or upon ratification and implementation of this Agreement, whichever is later.

(b) The parties agree to amend Section 1, Protective Clothing, sub-section 7(d) by adding the classification of DPW Environmental Aide, effective July 1, 2015, or upon ratification and implementation of this Agreement, whichever is later.

7. *Reserved.*

8. ARTICLE 36B, Light Duty

(a) The parties agree to clarify paragraph 1 of Article 36B by adding the following language to the end of the first sentence,

provided, however, that the light duty assignment is to be considered only a temporary assignment as an accommodation to transition the employee back to full duty.

(b) The parties agree to amend Article 36B, Light Duty by adding a new paragraph 8, which will read as follows:

When an employee is given a light duty assignment, if such an assignment is available, it will be for a period of no more than three (3) months. After the three month period, the City may request that the employee provide a note from his/her physician as to the need to continue the light duty assignment on a temporary basis.

9. *Reserved.*

10. SPECIAL ARTICLE 2, WORCESTER FREE PUBLIC LIBRARY

(a) *Reserved.*

(b) The parties agree to amend the Article to provide that any new appointments to the Graduate Librarian Grade 1 position must obtain a Master of Library Science degree within three (3) years of the employee's appointment to the position.

(c) *Reserved.*

10A. SPECIAL ARTICLE 3, PUBLIC HEALTH (i.e., DEPARTMENT OF INSPECTIONAL SERVICES)

(a) The parties agree to amend Section C, Advanced Education Stipends by increasing the amount of the stipend, effective July 1, 2015, or upon ratification and implementation of this Agreement, whichever is later, as follows:

- Health Inspector with a Bachelor's Degree from \$16 to \$20 per week;
- Health Inspector with a Master's Degree from \$16 to \$25 per week;
- Health Inspector with a Bachelor's Degree and Registered Sanitarian Certificate from \$20 to \$30 per week;
- Health Inspector with Master's Degree and Registered Sanitarian Certificate from \$20 to \$35 per week.

(b) The parties agree to further amend Section C to include the classification of Building Inspectors, Electricians and Plumbing/Gas Inspectors who hold a Bachelor's Degree in structural engineering, civil engineering, electrical engineering or construction management to receive a stipend of \$20 per week effective July 1, 2015, or upon ratification and implementation of this Agreement, whichever is later.

10B. SPECIAL ARTICLE 4, ASPHALT RAKERS

The parties agree to amend paragraph 1 of the Article to provide the MEO(B) rating effective July 1, 2015 or upon ratification and implementation of this Agreement, whichever is later.

10C. SPECIAL ARTICL 5, PARKS AND RECREATION AND LIBRARY

The parties agree to amend the Article by adding a new Section 5 entitled, *Turf Management Stipend*, which will provide that any Parks employees who becomes successfully certified in Turf Management (if such a program exists), shall receive a stipend effective July 1, 2015 or upon ratification and implementation of this Agreement, whichever is later.

11. SPECIAL ARTICLE 7, RE-GRADINGS, RECLASSIFICATION AND NEW TITLES

(a) The parties agree to amend Section 12, Animal Control Officer (Health Department) of Special Article 7, by substituting "Police Department" in place of "Health Department, and further by deleting the existing language in Section 12, and inserting the following language in place thereof, and establishing the new language as Special Article 20, Police Department, as follows:

(b) The parties agree to amend Section B, sub-section 10, Traffic Engineering by increasing the amount of the Denver Boot Detail from \$4.00 per day to \$6.00 per day effective July 1, 2015, or upon ratification and implementation of this Agreement, whichever is later.

A. Animal Control Officer Classifications

1. The City agrees to establish the classification of Animal Control Officer.
2. The City agrees to establish the classification of Senior Animal Control Officer. In order to be eligible for appointment to this position, the person must have at least three (3) years' experience as an Animal Control Officer.
3. The City agrees to establish the classification of Principal Animal Control Officer. In order to be eligible for appointment to this position, the person must have served as an Animal Control Officer in any animal control classification for at least five (5) years, and must be capable of performing supervisory duties.
4. To be eligible for all of the above classifications and as a condition of employment, the employee must be certified as an animal control officer through the Animal Control Officers Association of Massachusetts to perform these functions as may be required from time to time, and must have a valid license to carry a firearm, and be qualified to use a firearm. The City may waive the above requirements at its discretion.
5. These classifications shall be listed on the Occupational Group N and on the pay plan established for Code and Health Inspectors.
6. The City will not be responsible for the initial cost of the training or the licensing of any animal control officer. The City will pay the cost of the renewal of an animal control license and license to carry a weapon.

B. Animal Control Officer – Protective Clothing

1. Effective July 1, 2015, or upon ratification and implementation of this Agreement, whichever is later, the City agrees to provide each full time Animal Control Officer appointed for a period of not less than three (3) months the following approved items of protective clothing and equipment to a maximum value of \$500.00 per officer subject to the sole determination of the Police Chief as to what items shall be provided from the list of approved items below.

Summer shirt	Leather jacket
Summer pants	Necktie
Winter shirt	Raincoat
Winter pants	Zip-in liner
Boots, bite-guard	Rubber boots
Summer and winter cap	Insulated vest
Gloves	Belt – black
Name tags	Insulated boots

2. Protective clothing and equipment worn in the performance of regular duties and provided by the City shall be worn only during work hours, unless the Police Chief directs otherwise.

3. Protective clothing and equipment provided by the City shall remain City property and separating officers shall return all protective clothing and equipment to the City upon termination.

C. *Reserved.*

(c) The parties agree to amend the Article to provide for a regrade of the classification of Senior Parking Control Officer of two pay grades from 30 to 32, effective July 1, 2015, or upon ratification and implementation of this Agreement, whichever is later.

12. CONDITION AND DURATION OF AGREEMENT

The City and the Union agree to amend the Article to provide for a three-year agreement beginning July 1, 2013 and ending June 30, 2016, unless otherwise provided for.

13. HEALTH INSURANCE PLAN DESIGN.

(a) The parties agree to increase the health insurance deductibles for all plans from \$250/\$750 to \$500/\$1,000 effective July 1, 2015.

(b) The parties agree to increase the amounts of amount of prescription co-pays for all plans effective July 1, 2015, as follows:

(i) To increase the 3rd tier of prescription co-pays from \$45 to \$50;

(ii) To increase the co-pays for PCP and Specialists office visits for all tiers by \$5.00; and

(iii) To require mandatory mail order refills on all maintenance prescriptions.

14. MATRONS

(a) Without prejudice to Section II of the Prefix, the City may utilize part-time matrons who work less than 20 hours per week, to augment the full-time matrons.

(b) The parties agree that the City will regrade the Matron to pay grade 24 effective July 1, 2015, or upon ratification and implementation of this Agreement, whichever is later.

15. PUBLIC HEALTH NURSE

The public health nurse on the payroll of the City as of December 5, 2013, shall be grandfathered for purposes of her benefits, if possible, but all future public health nurses shall receive benefits in accordance with the contract between the City and Local 495.

16. HOUSEKEEPING

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

- Page 5 –delete references to Voke Cafeteria Workers
- Delete Letters re: Mr. Cariglia (11/19/80) and Mr. Gardiner (7/15/80)
- Page 6 delete Schedule A
- Page 8 Delete Clerk classifications in Parks and Recreation
- Page 132 – Delete references to Vocational School Department
- Delete Memorandum of Agreement re: Vocational Cafeteria Workers
- Delete Letter dated August 25, 1982 re: Vocational School Department to George Fussell

(b) Amend or clarify the contract by making the following housekeeping changes regarding the Public Health Department, as follows:

- Page 8 - Replace heading “Public Health” with Department of Inspectional Services”; Delete as obsolete the titles of Air Pollution Control Inspector, Assistant Civil Engineer, Assistant Dog Officer, Assistant Dog Officer I, and Senior Air Pollution Control Inspector
- Page 62 Under g. *Hard Hats*, replace “Code Inspection Department Inspectors only” with “Department of Inspectional Services Building and Zoning Inspectors only.”
- Page 114 Replace title of Special Article 3 from “Public Health” with Department of Inspectional Services.” Further, the title of “Public Health Director” and “Director of Public Health” should be replaced by “The Commissioner of Inspectional Services.”
- Page 120 Under Special Article 6, Special Licenses, delete as obsolete the classification of Elevator Inspector.

- Page 123 Delete titles of Working Foreman Cabinetmaker, Chief Public Safety Inspector, and Licensed Plumber, as obsolete.
- Page 126 Delete title of Working Foreman Cabinetmaker (General Foreman)
- Page 127 Delete title of Working Foreman, Construction Craftsman as obsolete

(c) Article 30, Protective Clothing

Amend the contract by deleting Section 6 regarding the Worcester Airport, and reserving the Section for future use.

(d) Special Article 3, Public Health

Clarify the Article by deleting the existing language in Section A, Animal Control Officer, and reserving the Section for future use.

(e) Special Article 5, Parks and Recreation, Library, Airport Uniforms

Amend the Article by deleting Section 2, Worcester Municipal Airport – Security Guard and Crash Crewman, Traffic Engineering Division – Parking Meter Supervisor, and reserving the Section for future use.

(f) Special Article 13, Police Dispatching Services

(i) Amend the Article by amending the title of the Article from “Police Dispatching Function” to “Police, Fire and Emergency Dispatching Function,” and further by changing the references to “police dispatching” or “dispatching to “regional dispatching” where those terms appears in the Article.

(ii) Amend the contract by incorporating the Agreement regarding regional dispatching as a new Section under Special Article 13.

(iii) It shall be mandatory for employees to attend all Department training that is offered and paid for by the City.

(g) Special Article 15, Health Department

Amend the contract by repealing Special Article 15, Health Department, and reserving the article for future use.

(h) Special Article 19, Worcester Municipal Airport (EMT Stipend)

Amend the contract by repealing Special Article 19, and reserving the Article for future use.

17. ARTICLE 33, PUBLIC WORKS MOTOR EQUIPMENT REPAIR

The parties agree to amend paragraph 10 of the Article by doubling the amount of the existing stipends effective July 1, 2015 or upon ratification and implementation of this Agreement, whichever is later, as follows:

Class III Motor Equipment Repairman	\$20.00 per week
Class II Motor Equipment Repairman	\$40.00 per week
Class I Motor Equipment Repairman	\$60.00 per week

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.

18. SPECIAL ARTICLE 10, ENGINEERS

(a) The parties agree to amend Section D of the Article by tripling the amount of the existing stipend for holding a PE and/or RLS from \$20.00 per week to \$60.00 per week effective July 1, 2015 or upon ratification and implementation of this Agreement, whichever is later.

(b) The parties agree to amend Special Article 10 effective July 1, 2015 or upon ratification and implementation of this Agreement, whichever is later, by adding a new Section E entitled Advanced Education Stipend, which will provide as follows:

E. Advanced Education Stipend.

Bachelor's Degree in Civil Engineering, or Environmental Engineering	\$20.00 per week
Master's Degree in Civil Engineering, or Environmental Engineering	\$25.00 per week

19. ONE-TIME SIGNING BONUS

The City agrees that each employee on the active payroll as of July 1, 2015 will receive a one-time signing bonus in the amount of \$250.00 to be paid in July 2015.

ARTICLE 9 HEALTH INSURANCE

(a)² through (e)(1) *Reserved*

(e)(2) ~~Blue Cross/Blue Shield Master Medical Plan~~ **Indemnity Plan** (The City offers the ~~Blue Cross/Blue Shield Master Medical Plan~~ **an indemnity plan** to employees not in the geographic area of the ~~Blue Cross/Blue Shield Health Flex or Fallon Plans~~ **City health plans.**).

~~Effective January 1, 2006, T~~the City's contribution rate for the ~~Blue Cross/Blue Shield Master Medical Plan~~ **indemnity health insurance plans** shall be set at 60% and the subscribing employees shall pay the remaining 40% of the Master Medical **indemnity insurance** premium.

(e)(3) *Reserved.*

(e)(4) All Health Plans (Other than Blue Cross/Blue Master Medical Plan an Indemnity Plan)³

(i) Notwithstanding anything to the contrary, effective July 1, 2006, for all employees hired **before** July 1, 2006, the City's premium contribution rate towards all health plans (other than Master Medical **an Indemnity Plan**) shall be set at 80% and the subscribing employee shall pay the remaining 20% of all health plans (other than Master Medical **an Indemnity Plan**).

(ii) The City's premium contribution rate for active employees hired **on or after** July 1, 2006 for all health plans (other than Master Medical **an Indemnity Plan**) shall be set

² On November 20, 1973, the City accepted Sections §7A and 9E of Chapter 32B of the General Laws permitting the City to contribute more than 50% of Blue Cross-Blue Shield premiums.

³ Effective August 1, 1988, the City substituted Blue Cross/Blue Shield Master Health and Master Health Plus for its Blue Cross/Blue Shield Master Medical. Effective July 1, 1995, the City changed to Blue Cross/Blue Shield Health Flex/Point of Service Plan from the City's Master Health Plus and Master Medical Plans. Effective July 1, 1995, the City dropped the Central Massachusetts Health Care Plan. Employees were required to enroll in either the Fallon Plan or the Blue Cross/Blue Shield Health Flex Plan, if the employees wanted to participate in the City's health insurance program.

at 75% and the subscribing employee shall pay the remaining 25% for all health plans (other than ~~Master Medical~~ **an Indemnity Plan**).

(iii) Notwithstanding sub-sections (e)(4)(i) and (ii) above, effective July 1, 2009, for all employees the City's premium contribution rate towards all health plans (other than ~~Master Medical~~ **an Indemnity Plan**) shall be set at 75% and the subscribing employee shall pay the remaining 25% for all health plans (other than ~~Master Medical~~ **an Indemnity Plan**).

(f) Part-Time Employees. The City may establish unilaterally the minimum weekly hours of work part time employees need to have in order to qualify for ~~Blue Cross-Blue Shield~~ **health insurance** benefits, and may from time to time change the minimum weekly hours, but such minimum shall not exceed 31 hours, 59 minutes per week; provided, however, no part time employee in the bargaining unit who was employed on March 9, 1982, shall be denied such benefits.

(g) Substitution of Health Insurance Carrier. Whereas it is in the best interest of the employee and employer to obtain health insurance at the lowest possible cost, the City may, upon 60 days notice to the union, substitute another major medical insurance carrier for ~~Blue Cross/Blue Shield~~ **its current health insurance provider**, 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~~ **its current health insurance provider** at lower cost from another provider.

(h) Payment for Hospitalization. The City and the insurance carrier, including self-insurance carrier ("the carrier"), will not provide payment for hospitalizations, unless the following conditions are met by the employee and his doctor:

(i) Pre-admission review. All inpatient admissions for non-emergency, non-maternity care shall be reviewed and approved by the carrier for medical necessity before the employee is admitted to the hospital.

(ii) Concurrent review. The carrier shall be allowed to monitor the patient's care during hospitalization and to determine the length of appropriate hospitalization subject to reimbursement.

(iii) Discharge planning. The carrier shall be allowed to coordinate with the hospital 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.

(iv) Second surgical opinion. Whenever an employee has made a determination to undergo elective or non-emergency surgery, the cost of which would be reimbursed by the carrier, said employee may be required by the carrier to first obtain a second opinion from a qualified physician prior to undergoing the surgery. (The second opinion will be advisory only and would be paid for by the carrier.)

These procedure(s) outlined in this Section 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.

(i) **Payroll Deduction.** The City may deduct from an employee's pay check for its advance of the first month of health insurance premium due from an employee.

(j) **Flexible Benefits Plan.** The members of the collective bargaining unit shall be permitted to participate in the City's Flexible Benefits Plan (Section 125) (the "Flexible Benefits Plan") in accordance with and subject to the Flexible Benefits Plan's provisions and requirements.

(i) The City reserves the right to change the benefits in the Flexible Benefits Plan without notice to or bargaining with the Union.

(ii) Implementation of such participation shall be in accordance with the Flexible Benefits Plan.

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

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: Sean Maher
Sean Maher, President
Local 495

Dated: February 3, 2015

By: Richard Anderson
Richard Anderson, Chief Negotiator
Local 495, NAGE

Dated: 2/3/15

CITY OF WORCESTER

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

Dated: 2/3/15

RATIFIED:

LOCAL 495, NAGE, SEIU

By: Sean Maher
Sean Maher, President
Local 495

Dated: March 11, 2015

By: Richard Anderson
Richard Anderson, Chief Negotiator
Local 495, NAGE

Dated: 4/13/15

RATIFIED:

CITY OF WORCESTER

By: Edward Augustus
Edward Augustus, City Manager

Dated: 4-1-15