

MEMORANDUM OF AGREEMENT (FINAL #1)

between

THE CITY OF WORCESTER

and

LOCAL 490, NAGE, SEIU

SERVICE EMPLOYEES INTERNATIONAL UNION

(CLERKS)

(July 1, 2013 - June 30, 2016)

WHEREAS, the City of Worcester (the “City”) and Local 490, 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.

1. ARTICLE 2, RECOGNITION.

(a) The parties agree to amend the first paragraph of Article 2 to read as follows:

“In accordance with the consent election and the decision of the Massachusetts Department of Labor Relations, Case No. MCR-13-2958, the City of Worcester recognizes NAGE, SEIU, Local 490 as the exclusive bargaining agent for the departments and job classifications as per the list that follows hereafter. All other job classifications shall be specifically excluded.”

(b) The parties agree to amend the list of departments set forth in Article 2 to read as follows:

- | | |
|----------------------------|-------------------------|
| 1. Assessors Division | 9. Police Department |
| 2. Auditing Department | 10. Purchasing Division |
| 3. City Clerk’s Department | 11. Election Commission |

- | | |
|--------------------------------------|---|
| 4. Fire Department | 12. Treasurer and Collector's Office |
| 5. Law Department | 13. Communications Department |
| 6. Retirement Office | 14. Veterans' Services Division |
| 7. Public Health Division | 15. Parks, Recreation & Cemetery Division |
| 8. Division of Inspectional Services | 16. Elder Affairs Division |

(c) The parties agree to amend the list of classifications set forth in Article 2 by deleting "Criminal Justice Information Service (CJIS) Clerk, p.g. 25," by deleting "Input/Output Control Clerk p.g. 33-0513," and by adding "Customer Service Rep p.g. 22."

2. ARTICLE 3, MANAGEMENT RIGHTS

The parties agree to amend or clarify the Article by deleting the existing language and inserting the language contained in Attachment A to these proposals.

3. ARTICLE 4, AGENCY SERVICE FEE.

The parties agree to delete the existing Article and insert the following language instead:

Section 1. Effective the thirtieth 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 consistent with the costs of contract administration and grievance arbitration provided, however, that such fee shall not exceed \$35.00 per month.

Section 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 Treasurer of the Union, who shall provide such information to the City Treasurer as may be required by said City Treasurer under G.L. c. 180 §17G.

Section 3. Any authorization for deduction of the agency service fee shall be on a form acceptable to the Employer and shall contain the following sentence: "I agree to indemnify and save the City harmless against any and all forms of liability arising out of the deduction of money for agency service fee from my pay."

Section 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.

Section 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.

Section 7. The City and the Union agree to share equally the cost of a hearing officer or arbitrator in termination of employment cases arising under this contract article.

4. ARTICLE 5, WAGES.

(a) The parties agree to amend Section 2 of the Article by deleting the existing language and inserting the following:

Effective January 1, 2014, the City shall provide a two percent (2%) base wage increase

Effective January 1, 2015, the City shall provide a two percent (2%) base wage increase

Effective January 1, 2016, the City shall provide a two percent (2%) base wage increase

(b) The parties agree to add a new Section 3 of Article 5, Wages, as follows:

Employees who have left the service of the City for any reason, except retirement, prior to the execution date of this Memorandum of Agreement shall not be paid any retroactive pay. Only those employees who are on the payroll on 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 retired prior to the date of execution of this Agreement shall be eligible for retroactive pay for actual service.

(c) The parties agree that effective June 30, 2016, all active bargaining unit members will be placed on Salary Schedule 1C-General, which includes a Step 1C and Step 1B at the beginning of the Salary Schedule that is lower than Step 1A. Active members will be placed on Salary Schedule 1C-General, without any change to pay grade, pay step, and increment date.

5. ARTICLE 7, HEALTH INSURANCE.

The parties agree to amend the Article by deleting references to specific health insurance carriers and specific plan designs. Article 7 will now read as contained in Attachment B to this Memorandum of Agreement.

6. ARTICLE 12A, NO STRIKE.

The parties agree to amend the Article by adding the following language to the end of the existing Article:

“The City may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.”

7. ARTICLE 18, EMPLOYEE BENEFITS.

The parties agree to amend the Article by adding the following section:

Direct Deposit. Effective September 1, 2014, 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.

8. ARTICLE 19, GRIEVANCE PROCEDURE.

(a) The parties agree to amend paragraph 1 and paragraph 2 as contained in Attachment C to this Agreement.

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

(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.

9. ARTICLE 25, CONDITIONS AND DURATION OF AGREEMENT.

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

10. NEW ARTICLE, UNION SECURITY – DUES CHECK OFF.

The parties agree to add a new Article, Union Security – Dues Check Off, to read as follows:

1. “The City shall, for the duration of this Agreement, deduct regular Union dues each payroll period from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction.

2. 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.

3. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union.

4. The authorization for Union dues shall be on a form acceptable to the City and shall contain the following sentence: “I agree to indemnify and save the City harmless against all forms of liability arising out of the deduction of money for Union dues from my pay.”

11. NEW ARTICLE, BULLETIN BOARDS.

The parties agree to add a new Article, Bulletin Boards, to read as follows:

Section 1. The City will provide one bulletin board in each break room of each building where Local 490 bargaining unit employees report to work where the Union may post the following¹:

- a. Recreational and social affairs of the Union
- b. Union meetings
- c. Union elections
- d. Reports of Union committees
- e. Rulings or policies of the International Union
- f. Other notices concerning bona fide Union activities

Section 2. The bulletin board will be an “employee” bulletin board for both Union and Non-Union material.

Section 3. There shall be no other general distribution or posting by the Union or employees of pamphlets, advertising or notices of any kind of literature upon City property other than as herein provided.

Section 4. Notices and announcements shall not contain anything political or anything reflecting upon the City, any of its employees, or any other labor organization among the City’s employees.

12. 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.

¹ For City Hall, the break room will be on the 4th floor.

(b) The parties agree to the following changes to plan design for all plans effective July 1, 2015, as follows:

- (i) To increase the 3rd tier of prescription drug 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 prescription drugs.

13. 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.

This Agreement is subject to ratification by the Union 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 Local 490, NAGE, SEIU.

LOCAL 490, NAGE, SEIU

By: Richard Anderson
Richard Anderson, Chief Negotiator
Local 490, NAGE

Dated: 8/4/15

RATIFIED:

LOCAL 490, NAGE, SEIU

By: Rebecca Power
Rebecca Power, President
Local 490

Dated: 8/4/2015

By: Richard Anderson
Richard Anderson, Chief Negotiator
Local 490, NAGE

Dated: 8/4/15

CITY OF WORCESTER

By: Sharon P. Siegel
Sharon P. Siegel, Esq., Special Counsel

Dated: 8/6/15

RATIFIED:

CITY OF WORCESTER

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

Dated: 8-7-15

ATTACHMENT A

ARTICLE 3 MANAGEMENT RIGHTS

1. In the interpretation of this Agreement, the City shall not be deemed to have been limited in any way in the exercise of the functions of municipal management or governmental authority and shall be deemed to have retained and reserved unto itself all the powers, authority and prerogatives of municipal management or governmental authority without bargaining with the Union including, but not limited to, the following examples:

- (a) the operation and direction of the affairs of the departments in all of their various aspects;
- (b) the determination of the level of services to be provided;
- (c) the direction, control, and supervision of employees;
- (d) the evaluation of the employees, which evaluation shall include the establishment of the evaluation instrument, the frequency of the evaluations and the conducting of verbal and written evaluations;
- (e) the determination of employee classifications;
- (f) the determination and interpretation of job descriptions;
- (g) the planning, determination, direction and control of all the operations and services of the departments (and their units and programs);
- (h) the increase, diminishment, change or discontinuation of operations in whole or in part;
- (i) the institution of technological changes or the revising of processes, systems or equipment from time to time;
- (j) the alteration, addition or elimination of existing methods, equipment, facilities or programs;

- (k) the determination of the methods, means, location, organization, number and training of personnel of the departments, or its units or programs;
- (l) the assignment and transfer of employees;
- (m) the scheduling and enforcement of working hours;
- (n) the assignment and requirement of overtime;
- (o) the determination of whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called;
- (p) the hiring, appointment, promotion, demotion, suspension, discipline, and discharge of employees, or layoff of employees due to lack of funds or of work or for any reason, and relief of employees due to the incapacity to perform duties;
- (q) the making, implementation, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the City deems necessary;
- (r) the assignment of duties and work assignments, including the change of duties and work assignments from time to time;
- (s) the granting and scheduling of leaves, including sick and administrative leave
- (t) the scheduling of shifts and assignments to shifts.

2. 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.

3. The rights of management under this article and not abridged shall not be subject to submission to the arbitration procedure established in Article 19 herein.

4. Nothing in this article shall be interpreted or deemed to limit or deny any rights of management provided the City by law.

ATTACHMENT B

ARTICLE 7
HEALTH INSURANCE

(a) ~~Effective January 1, 2006, the City shall pay 60% of the premium for its major indemnity carrier, Blue Cross/Blue Shield Master Medical coverage for members of the bargaining unit who elect to participate in that health insurance plan; the subscribing employee shall pay the remaining 40% of the Master Medical premium.~~

~~Effective July 1, 1990, the City shall pay 90% of the premium for the Fallon Health Care Plan and 87% of the premium for the Blue Cross/Blue Shield Choice Plan. Effective January 1, 2006, for active employees hired on or after June 30, 2006 for all plans other than Master Medical the City shall pay 75% of the premium and the subscribing employee shall pay the remaining 25% of the premium. Effective July 1, 2006, for all plans other than Master Medical the City shall pay 80% of the premium and the subscribing employee shall pay the remaining 20% of the premium.~~

Effective July 1, 2009, all members of the bargaining unit will be required to contribute twenty-five percent (25%) and the City will contribute seventy-five percent (75%) of the premium for all health insurance plans provided by the City except those who participate in a ~~Master Medical Plan~~ **an indemnity plan** who will pay forty percent (40%) and the City will pay sixty percent (60%).

(b) The City of Worcester shall increase the amount of its basic life insurance plan from \$2,000 to \$5,000 effective November 1, 1988.

(c) Members of the Association are eligible to participate in the City's Section 125 Plan for the payment of insurance premiums in pretax dollars.

(d) 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 sixty (60) days notice to the Association, substitute another major medical insurance carrier for ~~Blue Cross/Blue Shield~~ **its current major medical insurance carrier**, 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 major medical insurance carrier** at lower cost from another provider. The parties agree that "identical" shall mean the types of coverage offered and not the procedural or administrative aspects of the plan.

(e) Pursuant to the provisions of chapter 32B the City may, at any time during the life of this Agreement, approach the Association for collective bargaining on the issue of health insurance. The Association agrees to honor any such request to engage in collective bargaining.

(f) The City is authorized to make double payroll deductions for the first month's health insurance premium for all new employees in the bargaining unit. (Added 1996-97 contract)

(g) For employees receiving workers' compensation benefits, the City will pay its share of the employee's health insurance premiums for the first twelve (12) weeks the employees are receiving workers' compensation benefits, but thereafter only so long as the employees are supplementing their workers' compensation with sick or other paid leave. (Added 1996-97 contract)

(h) The Association agrees to defer to, and accept the results of, coalition bargaining on issues of health insurance, as it has been conducted in past practice by the City of Worcester and the various bargaining units representing City employees.

ATTACHMENT C

ARTICLE 19

GRIEVANCE PROCEDURE

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 3 of this contract), supervisory orders, or any matter reserved to the discretion of the City by the terms of this Agreement, or matters filed before the Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, and the Worcester Human Rights Commission, 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 (30) ~~actual~~ ~~working~~ **calendar** days of the employee prior to the initiation of the procedures set forth in 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 ~~within two working days of~~ **as soon as possible after** the occurrence of the aggrieved action, or

~~within two working days~~ **as soon as possible** after the employee or employees became aware or should have reasonably become aware of the matter out of which the grievance arose.²

~~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 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 Head and the Department of Human Resources** within ~~three working~~ **thirty (30) 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 working~~ **ten (10) 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.

² Hereafter, the singular shall be deemed to include the plural, masculine shall be deemed to include feminine and plural.

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 working~~ **ten (10) 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.