

MEMORANDUM OF AGREEMENT (DRAFT #1)

between

THE CITY OF WORCESTER

and

LOCAL 170, TEAMSTERS

(DPW CLERKS)

(July 1, 2017 - June 30, 2020)

WHEREAS, the City of Worcester (the “City”) and Local 170, Teamsters (the “Union”) have been negotiating for a successor contract to the Agreement which was scheduled to expire on June 30, 2017; 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 1, UNION RECOGNITION

(a) The parties agree to amend the last sentence of Section 1.1 to read as follows: “Excluding all other job classifications and members of other bargaining units.”

(b) The parties agree to amend the list of classifications in Section 1.2 to include “Payroll Supervisor.”

2. ARTICLE 21, SEPARATION OF EMPLOYMENT

The parties agree to add a new Section 21.2 to read as follows:

“All money due to the employee” as that language appears in Section 21.1 shall include payment for current year unused vacation leave and earned unused sick leave credit in the amount 30 days.

3. ARTICLE 26, SICK LEAVE

(a) The parties agree to amend the first sentence of Section 26.1(d) as follows:

“Any member of the unit who is eligible to retire under the provisions of Chapter 32 of the General Laws, and who has completed ten (10) years of service with the City for purposes of retirement, or who is over the minimum age to retire for superannuation under Chapter 32 of the General Laws may, during the last year of his service with the City, ~~may~~ request his department head to convert his earned sick leave credit in excess of one hundred (100) days to administrative leave to a maximum of ~~twenty (20)~~ **thirty (30)** days.”

(b) The parties agree to amend Section 26.1(f) as follows:

“Sick leave may be utilized by an employee enrolled in an approved alcoholism **or drug abuse** program, provided the employee remains in the program until officially released.”

4. ARTICLE 27, PERSONAL AND ADMINISTRATIVE LEAVE

(a) The parties agree to amend Section 27.2 as follows:

“Personal leave shall be taken only one day at a time and not consecutively, provided, however, that ~~one half (1/2) day may be taken by an employee~~ **personal leave may be taken in minimum increments of two (2) hours** when so requested.”

(b) The parties agree to amend Section 27.3 as follows:

“Except in case of emergencies, employees must request personal leave from their immediate supervisors at least one week prior to taking said leave. ~~Employees are requested to state the reason for the leave.~~”

(c) The parties agree to amend Section 27.6 as follows:

“Those employees who have completed ten (10) years of full-time continuous service to the City shall be entitled to two (2) administrative leave days annually granted on a vacation year basis. **Administrative leave may be taken in minimum increments of two (2) hours when so requested.**”

5. ARTICLE 35, HOURS OF WORK AND OVERTIME

The parties agree to amend Article 35 by adding a new Section 35.2(a) to read as follows:

“Overtime work at Ballard Street will be paid at time and one-half (1.5x) the Head Clerk maximum step base hourly rate, unless the employee is at a higher pay grade in which case the overtime rate will be one and one-half (1.5x) that employee’s base hourly rate.”

6. ARTICLE 38, WAGES

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

Effective January 1, 2018, the City shall provide a two percent (2%) base wage increase

Effective January 1, 2019, the City shall provide a two percent (2%) base wage increase

Effective January 1, 2020, the City shall provide a two percent (2%) base wage increase

(b) The parties agree to add a new maximum step to the salary schedule at 2% above the current maximum step, effective July 1, 2017.

7. ARTICLE 39, NOTICES

The parties agree to amend Section 39.1 by changing the Union's address to:

Teamsters Local 170
330 Southwest Cutoff
Worcester, MA 01604

8. ARTICLE 42, MISCELLANEOUS PROVISIONS

The parties agree to add a new Section 42.12 to read as follows:

"The parties agree to convene a study committee to develop a sick leave buyback policy."

9. ARTICLE 43, DURATION OF AGREEMENT: TERMINATION AND CHANGES

The parties agree to amend the Article to provide for a three-year contract beginning July 1, 2017 and ending June 30, 2020.

10. SICK LEAVE DONATION

The parties agree that sick leave donation requests may be made to other City bargaining unit employees to donate sick time, provided there is a signed agreement from the Union representing the other bargaining unit stating they are willing to participate in the sick leave donation program. Such signed agreement will be submitted with the MOA initiating a sick leave donation request. The City must approve any sick leave donation program.

11. HEALTH INSURANCE

1. The parties agree 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) Health insurance deductibles for all plans to be increased from \$250/\$750 to \$500/\$1,000 effective as of January 1, 2018.
- (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 2nd tier of prescription co-pays from \$25 to \$30;
 - (ii) To increase the 3rd tier of prescription co-pays from \$45 to \$60;
 - (iii) To require mandatory mail order refills on all maintenance prescriptions.

- (c) Effective as of January 1, 2018, of as soon as practicable thereafter, increase the co-pays for PCP office visits for all tiers by \$5.00.
- (d) 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.
- (e) Effective as of January 1, 2018, or as soon as practicable thereafter, increase the ER copay to \$150.00 per visit.
- (f) 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.
- (g) 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.

2. The parties further agree that the City Health Insurance Authority shall be authorized to take such other action as may be necessary to carry out the above changes.

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 170, TEAMSTERS.

LOCAL 170, TEAMSTERS

CITY OF WORCESTER

By: _____
Eli Gillen
Local 170, TEAMSTERS

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

Dated: _____

Dated: _____

RATIFIED:

LOCAL 170, TEAMSTERS

By: _____
Carolle Williams, President
Local 170

Dated: _____

By: _____
Eli Gillen
Local 170, TEAMSTERS

Dated: _____

RATIFIED:

CITY OF WORCESTER

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

Dated: _____