

MEMORANDUM OF AGREEMENT #4

between

THE CITY OF WORCESTER

and

LOCAL 170, TEAMSTERS

(DPW CLERKS)

(July 1, 2021 - June 30, 2022)

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, 2021; 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 1B, AGENCY SERVICE FEE

The parties agree to amend the contract by deleting the Article in its entirety and reserving the Article number for future use.

2. ARTICLE 2, PROTECTION OF RIGHTS

The parties agree to amend the first sentence of the Article by adding the words, "and objective" before the word, "fear." The sentence will now read, "It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if employees refuse to enter work premises where they are in reasonable and objective fear for their safety.

3. ARTICLE 6, NON-DISCRIMINATION CLAUSE

The parties agree to amend Section 6.1 by adding the words, "veteran status and military status."

4. ARTICLE 12, LOSS AND DAMAGE

The parties agree to amend the Article by deleting the existing language and substituting the following language in lieu thereof:

1. The City agrees to establish annually a Personal Property Damage Fund in the amount of Five Hundred Dollars (\$500.00) per fiscal year. This fund shall be used to reimburse eligible employees for damage occurring to their personal property in the course of performance of duties of employment with the City.

2. In order to be eligible for reimbursement under this fund, the following conditions must be met:

- (a) The employee must show ownership of the article that was damaged.
- (b) The damage must occur to the personal property of the employee while actually engaged in the performance of work for the City and as a result of performance of said work. Damage occurring during lunch breaks, coffee breaks, or at any other time when the employee is not actually engaged in the performance of work, even if the employee is otherwise "on the job" for pay purposes, is not reimbursable.
- (c) The damage must occur without any fault on the part of the employee.
- (d) Upon approval of reimbursement for an item to be replaced, the damaged item must be turned over to the employee's department head. If the item is to be replaced, the City will keep the old item; if a part is to be replaced, the City will keep the old part. This item or part may then be used or donated to a charity.
- (e) An employee must submit a claim under this article within thirty (30) days of the occurrence of the act causing damage to the personal property of the employee.

3. The amount of reimbursement will be limited to the reasonable cost of repair or, if necessary, replacement of the damaged property.

4. Reimbursement procedures shall be administered by the Department of Human Resources. Employees shall have the right to grieve decisions by the Department of Human Resources pursuant to Article 7 of the contract. The City, upon receipt of a claim under this article, shall respond to the employee within thirty (30) days relative to its disposition of the claim. Failure of the City to supply a decision within thirty (30) days shall be deemed a denial of the claim and shall allow the employee to grieve it under Article 7 of the contract.

5. The administration of this article shall be subject to rules and regulations promulgated by the City Manager.

5. ARTICLE 15, FAMILY AND MEDICAL LEAVE ACT

The parties agree to amend the Article to provide that an employee may use up to three (3) days of paid sick leave annually to care for an immediate family member.

6. *Withdrawn. Reserve for future use.*

7. **ARTICLE 21, SEPARATION OF EMPLOYMENT**

The parties agree to amend Article 21.1 by deleting the words "on the payday in the week following such quitting" in the second sentence and in lieu thereof inserting the words "during the next payroll period." The sentence will now read, "Upon quitting, the Employer shall pay all money due to the employee during the next payroll period."

8. **ARTICLE 23, PAY PERIOD**

The parties agree to amend the Article by adding the following sentence, "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 Chapter 149."

When the biweekly payroll is implemented, the City shall convert any other weekly payroll withdrawals, deductions or payments to biweekly from weekly.

9. *Withdrawn. Reserve for future use.*

10. **ARTICLE 26, SICK LEAVE**

(a) The parties agree to amend Section 26.1, sub-section (a) as indicated below:

26.1. The City agrees to provide sick leave for full-time employees as follows:

(a) The maximum sick leave credit accumulation will be ~~185~~190 days ~~effective as of July 1, 2020 on an earned basis. Effective July 1, 2008, the maximum sick leave credit accumulation will be 190 days.~~

(b) The parties agree to further amend the Article in Section 26.2, Reporting and Restrictions as follows:

26.2. Reporting and Restrictions. All persons calling in sick for duty must ~~describe-inform~~ **the nature of** the illness which they are claiming as a reason for being sick. Employees shall call the department as soon as possible, but in no case later than the beginning of their regularly scheduled shift.

(c) The parties agree to further amend the Article in Section 26.7, as indicated below:

No employee appointed after July 11, 1979 will be permitted to use any sick leave until he or she has worked in the service of the City for ~~six (6)~~ **three (3)** months (~~26~~ **12** weeks), or ~~975~~ **480** hours in the aggregate, exclusive of overtime, provided, however, that sick leave credit shall be

accumulated during this time. Upon completion of this time, all earned sick leave will be available to the employee for use prospectively.

11. ARTICLE 30, HOLIDAYS

The parties agree to amend the Article in Section 30.4 by deleting the existing language and substituting the following effective July 1, 2021:

30.4 Employees who actually work on the three (3) days enumerated below shall be entitled to time and one-half pay and not leave for any hours worked on said holidays, in addition to their regular holiday pay for said holidays:

- (a) The first day of January, or the day preceding when said day occurs on a Saturday, or the day following when said day occurs on a Sunday;
- (b) A day in November proclaimed Thanksgiving Day;
- (c) Christmas Day or the day preceding when said day occurs on a Saturday, or the day following when said day occurs on a Sunday.

Employees who actually work on the remaining holidays listed in Section 30.1 above, shall be entitled to straight time pay, not leave, for any hours worked on said holidays, in addition to their regular holiday pay for said holiday. **In addition, said employee shall be guaranteed four (4) hours pay at time and one-half; provided, the employee was recalled to duty and not scheduled to work the holiday.**

Notwithstanding the 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 the paragraph above, plus an additional two (2) hours of holiday pay, for a total of ten (10) hours of holiday pay; provided, however, effective July 1, 2021, 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 the paragraph above, plus an additional one (1) hour of holiday pay.

12. ARTICLE 32, VACATIONS

The parties agree to amend the first sentence of Section 32.8 by inserting the words "and staffing levels" after the words "operating needs." The sentence will now read as follows:

Vacation leave shall be scheduled by the Commissioner at his discretion; however, he may allow employees to take vacation without restriction as to the number of days that may or may not be taken at one time, subject to the operating needs **and staffing levels** of the department.

13. ARTICLE 35. HOURS OF WORK AND OVERTIME

Withdrawn, provided however that without prejudice, the City will give 30-day notice that the City will implement an 8-hour work schedule for all employees who are not currently on an 8-hour work –schedule, pursuant to the provisions of 35.1.

13A. ARTICLE 38. WAGES

The parties agree to amend Section 38.1 to provide, effective July 1, 2021, the following base wage increase:

Two percent (2%) base wage increase.

14. ARTICLE 42. MISCELLANEOUS

The parties agree to amend the Article by establishing a new Section 42.11 entitled, *Direct Deposit*, which will read as follows:

42.11 Direct Deposit. Effective July 1, 2021, 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.

15. ARTICLE 43. DURATION OF AGREEMENT: TERMINATION AND CHANGES

The parties agree to amend the Article to provide for a one-year contract beginning July 1, 2021 and ending June 30, 2022.

16. *Withdrawn. Reserve for future use.*

17. HEALTH INSURANCE - OPEB Contribution

The City proposes to amend Article 37, Health Insurance by adding a new sub-section entitled, *OPEB Contribution*, that will provide for an employee contribution to post-employment health insurance (OPEB) liability, which shall read as follows:

OPEB Contribution. An employee hired after July 1, 2021, shall contribute one percent (1%) of the employee's base wage per pay period to the OPEB Trust Fund for retiree health insurance costs.

18. Withdrawn, without prejudice.


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, Business Agent
Local 170, TEAMSTERS


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

Dated: June 18, 2021


Dated: June 16, 2021


RATIFIED:

RATIFIED:

LOCAL 170, TEAMSTERS

CITY OF WORCESTER

By: 
Carole Williams, President
Local 170

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

Dated: June 21, 2021

Dated: 6/21/21

By: _____
Eli Gillen, Business Agent
Local 170, TEAMSTERS

Dated: _____