

MEMORANDUM OF AGREEMENT #2

between

THE CITY OF WORCESTER

and

LOCAL 170 TEAMSTERS
DPW CLERKS

July 1, 2021-June 30, 2023

WHEREAS, the City of Worcester (the "City") and Local 170 Teamster (the "Union") have been negotiating for a successor contract to the Collective Bargaining Agreement which was scheduled to expire on June 30, 2022;

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 integrated contract;

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 16, COMPENSATION CLAIMS

The parties agree to amend Article 16, Section 16.2, by deleting the language which states, "even though not required by state law or the equivalent thereof" as indicated below:

16.2 The City shall provide Workers' Compensation protection for all employees ~~even though not required by state law or the equivalent thereof~~ if the injury arose out of on in the course of employment.

2. ARTICLE 17, PROGRESSIVE DISCIPLINE

The parties agree to amend Section 17.1 of Article 17 in the last sentence by adding the words. "forfeiture of vacation leave days" after the word, "suspension". The last sentence shall now read, "The form of discipline may include verbal warning; ~~written warning; suspension, or in lieu of suspension~~ forfeiture of vacation leave days, ~~if no objection of by the employee;~~ demotion or termination."

3. ARTICLE 30, HOLIDAYS

The parties agree to amend Article 30, Section 1, as indicated below:

- (a) Adding the state holiday Juneteenth (June 19th) to the list of paid holidays.

4. ARTICLE 32, VACATIONS

(a) The parties agree to amend Article 32, by establishing a new Section 32.9, New Employee-Vacation Leave, which will read ~~as for new employees whose vacation year is June 1st through May 31st~~ as follows:

1. ~~New Employees whose vacation year is June 1st through May 31st~~: New employees who commence employment with the City between June 1st and December 31st of any given year will be given one week¹ of vacation to be used after twelve (12) weeks in a paid status.
2. New employees who commence employment with the City between January 1st and May 31st of any given year will be given two weeks of vacation on June 1st of the year that they were hired, that can be used after twelve (12) weeks in a paid status.

(b) The parties agree to amend Article 32, by establishing a new Section 32.10, "Carry Over of Vacation Leave, which will read as follows:

1. Employees are allowed to carry over up to five (5) days of vacation leave per year. Under no circumstances shall more than five (5) vacation days be carried over to another vacation year.
2. The carry over vacation days must be used within the first sixty (60) days after the vacation year begins.

(c) The parties agree to amend Article 32, by establishing a new Section 32.11, which will read as follows:

Employees who return to duty following workers' compensation leave shall be deemed eligible for creditable service *for such leave* toward the 30-week eligibility requirement for vacation leave. Such creditable service, however, shall not be applied to the accumulation, carryover or cashing out of vacation pay and shall strictly apply only to the 30-week requirement.

(d) The parties agree to amend Article 32, by establishing a new Section 32.12, which will read as follows:

Employees who return to duty following military leave shall be deemed eligible for creditable service *for such leave* toward the 30-week eligibility requirement for vacation leave. Such creditable service, however, shall not be applied to the accumulation, carryover or cashing out of vacation pay and shall strictly apply only to the 30-week requirement.

4. ARTICLE 38, WAGES

(a) The parties agree to amend Section 38 of the 2020-2022 Contract to provide, effective as of July 1, 2021, the following additional base wage increase:

- 0.5% base wage increase retroactive back to July 1, 2021;

¹ A week of vacation will be forty (40) hours *pro rata*

(b) The parties further agree to amend Section 38 to provide, effective as of July 1, ~~2024~~ 2022, the following base wage increase:

- 2.75% base wage increase effective as of July 1, 2022.

(c) The parties agree that there will be no retroactivity on any of the above provisions for employees who are not on the payroll on the execution date of the Memorandum of Agreement, except for retired employees and for employees who have transferred to other departments of the City and are no longer in the bargaining unit for actual service while in the bargaining unit.

(d) Regrading-The parties agree to regrade the DPW Clerks pay grades as follows:

- All job classification pay grades will be regraded two (2) pay grades effective on ~~June 30, 2023~~ as of July 1, 2022.

The parties agree that there will be no retroactivity on any of the above regrades for employees who are not on the payroll on the execution date of the Memorandum of Agreement, except for retired employees for actual service

5. REOPENER

If during the term of this 2022-2023 Agreement, any City bargaining unit that receives an across the board base wage adjustment in excess of the parties' agreement, then and solely in that event, it is agreed that the Union shall have the right to reopen this 2022-2023 contract and negotiate the wages provision only; provided, however, this provision of a reopener shall not apply to any base wage adjustment in excess of the parties' agreement as a result of an interest arbitration award. If the right to reopen arises, the Union, if desirous of negotiating over wages, it shall notify the City in writing within 30 days after the base wage increase becomes effective, or the Union shall have been deemed to have waived its reopener rights.

6. DURATION OF AGREEMENT

The parties agree to amend the Article 43 to provide for a one (1) year agreement beginning July 1, 2022, unless otherwise provided for, and ending June 30, 2023.

7. NEW ARTICLE, RESIDENCY

The parties agree to amend the contract by adding a new Article entitled "Residency" which states as follows:

All members of the bargaining unit hired after the date of ratification of this Memorandum of Agreement, shall establish residency in the City of Worcester within one (1) year of their appointment by the City. The Acting City Manager at his sole discretion may waive the residency requirement for an employee in order to recruit and retain employees.

8 DPW PERSONNEL OFFICE

The parties agree that the Head Clerk position in the DPW Personnel Office shall not be in the bargaining unit.

9 CUSTOMER SERVICE CENTER DIVISION

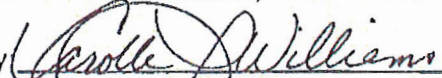
The Union acknowledges that the City has notified the Union regarding the reorganization of the Emergency Communications Department and the transfer of the Customer Service Center from the Department of Public Works to the Emergency Communications Department, and the parties have resolved any impact issues regarding said transfer.

10 DEPARTMENT OF PUBLIC WORKS OVERTIME

- (a) Customer Service Center Representatives will continue to be eligible for Snow Overtime assignments.
- (b) The City agrees to establish a separate overtime list for Special Event overtime under the jurisdiction of the Department of Public Works and Parks.
- (c) The City agrees to request that the Commissioner of the Department of Public Works and Parks include Customer Service Center Representatives on the Special Events overtime list.
- (d) Customer Service Center Representatives shall not be eligible to be on the regular bargaining unit overtime list.

This Agreement has been duly executed by the authorized representatives of the City of Worcester and Teamsters Union, Local 170.

TEAMSTERS UNION, LOCAL 170

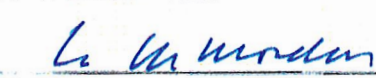
By: 
Carolle Williams, President

Dated: September 13, 2022

By: 
Eli Gillen, Business Agent

Dated: 9/12/22

CITY OF WORCESTER

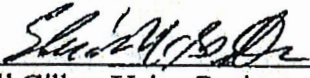
By: 
D. M. Moschos, Esq., Special Counsel

Dated: 10/17/2022

The Union acknowledges that the City is establishing a new "Head Clerks" position within the Parks Division.

RATIFIED:

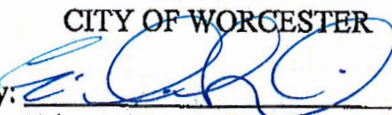
TEAMSTERS UNION, LOCAL 170

By: 
Eli Gillen, Union Business Agent

Dated: _____

RATIFIED:

CITY OF WORCESTER

By: 
Eric Batista, Acting City Manager

Dated: _____