

MEMORANDUM OF AGREEMENT #2

between

THE CITY OF WORCESTER

and

LOCAL 170 TEAMSTERS

DPW CLERKS

July 1, 2023-June 30, 2026

WHEREAS, the City of Worcester (the "City") and Local 170 Teamsters (the "Union") have been negotiating for a successor contract to the Collective Bargaining Agreement which was scheduled to expire on June 30, 2023;

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 as follows:

I. ARTICLE 1, UNION RECOGNITION

Section 1.2 – The parties agree to amend Section 1.2 by striking "Payroll Supervisor" from the list in Section 1.2.

1A. ARTICLE 15, FAMILY AND MEDICAL LEAVE ACT

The parties agree to amend the Contract by striking Section 15.11 in its entirety and reserving that section for future use.

1B. NEW ARTICLE 15A, PARENTAL LEAVE

(a) The parties agree to further amend the Contract by adding a new Article, Article 15A, Section 15A.1, Parental Leave, which shall read as follows:

"Section 15A.1. Parental Leave. Eligible employees who have worked one year of actual work, are entitled to up to a total of eight (8) weeks of paid leave during any twelve (12) month period for the following reasons:

- (a) Birth or adoption of a child or the placement of a child under the age of eighteen (18) in foster care;*
- (b) Leave will commence upon the birth or placement of the child, and*
- (c) Leave shall not apply to stepchildren."*

- (b) The parties agree to further amend the Contract by adding a new section to Article 15A, Section 15A.2, Extension of Maternity Leave, which shall read as follows:

"Extension of Maternity Leave An employee, upon application in writing and for medical reasons certified by the employee's attending physician, may be granted by the City Manager an extension of said maternity leave for a period not to exceed four (4) weeks. The employee must use accrued sick (where appropriate) and/or vacation leave."

1C. ARTICLE 25, DEATH IN THE FAMILY

The parties agree to amend Article 25 by adding a new section, Section 25.12, which shall read as follows:

"25.12. Three (3) working days compassionate leave for the employee for the death of the employee's significant other, who lived in the employee's household for a minimum of one (1) year prior to their passing."

2. ARTICLE 26, SICK TIME

- (a) Section 26.1(a) – The parties agree to amend Section 26.1(a) by strike the figure of "190" and substitute the figure of "140".
- (b) Section 26.1(b) – The parties agree to further amend Section 26.1(b) by striking the language "at a rate of 1 ¼ days, ten (10) hours or equivalent, per month" and substitute this language " at a rate of 6.75 hours per month to the maximum of ten (10) days sick leave per calendar year."
- (c) Section 26.1(h) – The parties agree to amend Article 26 by adding a new section, Section 26.1 (h), Family Sick Days, which shall read as follows:

"(i) Eligible employees, who have worked one year of actual work, are entitled to use up to a total of five (5) Family Sick Days from the employee's personal sick leave bank. Family Sick Days leave does not accrue and revert back to the employee's personal sick leave bank if not used during the calendar year.

(ii) Employees who have accrued fifty (50) or more sick days may utilize any sick days in excess of fifty (50) days to care for a family member.

(iii) Extended Family Sick Days – The employee must be eligible for leave pursuant to the FMLA, and the family member, and their medical condition, must satisfy the requirements of the FMLA in order for the employee to utilize extended Family Sick Days.

(iv) Should the employee utilizing extended Family Sick Days drop below fifty (50) sick days, they will no longer be eligible for extended Family Sick Days leave, but may remain eligible for leave pursuant to the FMLA."

(d) Section 26.7 – The parties agree to amend Section 26.7 by striking the figure of "12 weeks" and substituting the figure "10 weeks".

(e) Section 26.7 – The parties agree to further amend Section 26.7 by striking the figure of "480 hours" and substituting the figure "320 hours".

3. ARTICLE 27, PERSONAL AND ADMINISTRATIVE LEAVE

The parties agree to amend the Collective Bargaining Agreement by striking Article 27 in its entirety and reserving Article 27 for future use.

3A. ARTICLE 30, HOLIDAYS

The parties agree to amend Article 30, Section 30.4(b) by adding the following sentence to that section:

"The City will designate the day after Thanksgiving as a day of leave to be taken against the employees accrued vacation leave unless the Department Head declares that the employee requesting leave on that day is an essential employee who would be required to work the day after Thanksgiving."

4. ARTICLE 32, VACATIONS

(a) Section 32.1 – The parties agree to amend Section 32.1 by striking the current language and substituting the following language:

"32.1(a) The maximum vacation leave earned per calendar year shall be in accordance with Section 32.2.

32.1(b) New employees who work a full month in pay status shall earn ten (10) hours of vacation leave for that month and thereafter.

32.1(c) Employees may begin to use earned vacation leave upon completion of one full month of actual work.

32.1(d) New employees shall earn vacation leave on a pro rata basis in the first calendar year."

(b) Section 32.2 – The parties agree to amend Section 32.2 by striking subsections (a), (b), (c) and (d), and substituting a new subsections (a), (b), (c) and (d) as follows:

(a) "One (1) to Four (4) Years of actual Service = fifteen (15) days maximum; ten (10) hours accrued monthly.

(b) Five (5) to Fourteen (14) Years of actual Service = twenty-seven (27) days maximum; eighteen (18) hours accrued monthly.

(c) *Fifteen (15) + Years of actual Service = thirty (30) days maximum; twenty (20) hours accrued monthly.*

~~(d) *Twenty (20) + Years of actual Service = thirty-one and one half (31.5) days maximum; twenty-one (21) hours accrued monthly.*~~

- (c) Section 32.3 – The parties agree to amend Section 32.3 by striking the section in its entirety and reserving Section 32.2 for future use.
- (d) Section 32.4 – The parties agree to amend Section 32.4 by striking “June 1” from the first sentence and substituting “January 1”.
- (e) Section 32.6 – The parties agree to amend Section 32.6 by striking the section in its entirety and reserving Section 32.6 for future use.
- (f) Section 32.9 – The parties agree to amend Section 32.9 by striking the section in its entirety and reserving Section 32.9 for future use. The parties further agree to strike Footnote #5 as the striking of Section 32.9 makes the language obsolete.
- (g) Section 32.10 – Carry Over Vacation Leave The parties agree to amend Section 32.10(2) by striking the words and figure of sixty (60) and substituting the words and figure ninety (90). Section 32.10(2) shall read as follows:

“The carry over vacation days must be used within the first ninety (90) days after the vacation year begins.”

- (h) Section 32.11 – The parties agree to amend Section 32.11 by striking the section in its entirety and reserving Section 32.11 for future use.
- (i) Section 32.12 – The parties agree to amend Section 32.12 by striking the section in its entirety and reserving Section 32.12 for future use.
- (j) Section 32 - The parties agree to further amend Section 32 adding a new subsection, Section 32.13 that shall read as follows:

“Annually during the vacation year, employees may use up to twenty-four (24) hours of vacation leave in two (2) hour increments.”

- (k) The parties agree that the Chief Human Resources Officer may issue guidelines for the implementation of the conversion to a calendar vacation year and for the transition to a vacation based leave program.

5. ARTICLE 33, PART-TIME EMPLOYEES

The parties agree to amend Article 33 by striking the last sentence of the paragraph.

6. ARTICLE 35, HOURS OF WORK AND OVERTIME

- (a) Article 35, Overtime Lists - The City will have two (2) separate Overtime Lists relative to Transfer Station.

- (b) Article 35, Section 13 - The City agrees to designate annually a Public Works Department representative to resolve questions and issues regarding the Snow Overtime list.

7. ARTICLE 36, PROMOTION, STEP CHANGE

- (a) The City agrees to promote the Parks Division Consumer Service Representative to the administrative title of Principal Clerk. The promotion to Principal Clerk of the Parks Division is prospective and subject to the City Council appropriation of funds for the Memorandum of Agreement.
- (b) The City agrees to adjust the Senior Account Clerk, who has a finance degree, pay step up three pay steps to step six on a prospective basis, subject to City Council's appropriation of the funds for the Memorandum of Agreement.

8. ARTICLE 38, WAGES

- (a) The parties agree to amend Article 38 by adding a new section, Section 38.3 - Retroactive Pay which shall read as follows:

"Upon the passing of a member of the Department of Public Works Collective Bargaining Unit, the estate of the deceased employee may file for retroactive pay for actual services as an exception to the no retroactive rule for those not on the payroll at the time of the execution of the Memorandum of Agreement."

- (b) The parties agree to amend Article 38, subject to the No Retroactivity Clause, to provide, effective as of July 1, 2023, a base wage increase of 3%.
- (c) In the second year of the Contract, the parties agree to amend Article 38 to provide, effective as of July 1, 2024, a base wage increase of 3%.
- (d) In the third year of the Contract, the parties agree to amend Article 38 to provide, effective as of July 1, 2025, a base wage increase of 2%.

8A. ARTICLE 42, MISCELLANEOUS PROVISIONS

- (a) The parties agree to amend Article 42 by striking Section 42.12 and reserving that Section for future use.
- (b) The parties agree to amend Article 42 by adding a new section, Section 42.13, Community Service, which shall read as follows:

"With prior approval of the Department Head, employees may perform up to one (1) day of community service. Those hours spent performing community service shall be in paid status at the employee's regular base rate."

9. ARTICLE 43, DURATION

- (a) Section 43.1, Effective Date - The parties agree to amend Section 43.1 by striking the current effective date of July 1, 2020 and substituting an effective date of July 1, 2023. Section 43.1 shall now read as follows:

"The agreement between the parties shall be effective July 1, 2023 through June 30, 2026."

- (b) Section 43.2, Termination - The parties agree to amend Section 43.2 by striking the "2020" from the first sentence and substituting "2026", and striking "2023" from the last sentence and substituting "2026". Section 43.2 shall now read as follows:

"This Agreement shall remain in full force and effect until June 30, 2026 and shall automatically renew itself thereafter during negotiations for a new Agreement, unless either party sends a ten (10) day written notice of termination of the Agreement. Said notice of termination shall not be effective prior to July 1, 2023."

- (c) Section 43.3, Changes - The parties agree to amend Section 43.3 by striking "2023" from the first and second sentences and substituting "2026". Section 43.3 shall read as follows:

"Either party to this Agreement may request collective bargaining discussions over changes they wish to introduce into this Agreement, which shall be effective after June 30, 2026. Said party shall give written notice of such request to the other party on April 1, 2026, or any day thereafter, but prior to July 1, 2026. The party receiving such notice of desired change shall forthwith seek establishment of a meeting for purposes of collective bargaining negotiations."

10. The parties agree to amend "IN WITNESS WHEREOF", by striking "2022" from the last sentence in the second paragraph and substituting "2023".

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

TEAMSTERS UNION, LOCAL 170

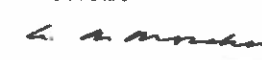
By: 
David Julian, Union Steward

Dated: 2/16/24

By: 
Eli Gillen, Business Agent

Dated: 2/16/24

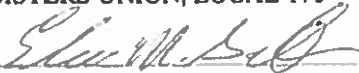
CITY OF WORCESTER

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

Dated: February 16, 2024

RATIFIED:

TEAMSTERS UNION, LOCAL 170

By: 
Eli Gillen, Business Agent

Dated: 2/16/24

RATIFIED:

CITY OF WORCESTER

By: 
Eric D. Batista., City Manager

Dated: 3/7/24