

MEMORANDUM OF AGREEMENT #2
between
THE CITY OF WORCESTER
and
LOCAL 490, NAGE, SEIU
SERVICE EMPLOYEES INTERNATIONAL UNION
(CLERKS)

(July 1, 2020 - June 30, 2021)

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, 2020; and

WHEREAS, the City and the Union have come to terms relative to a successor 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 2017-2020 contract shall be continued in full force and effect, except as modified herein, pending the drafting of a successor contract document.

1. ARTICLE 5, WAGES.

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

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

2. ARTICLE 18, EMPLOYEE BENEFITS

The parties agree to amend Article 18, Employee Benefits by adding a new Section 9 entitled, Payroll, which will provide as follows:

9. Payroll. 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 M.G.L. Chapter 149.

¹ In order to be eligible for retroactive pay, the employee must be on the active payroll at the time of the execution of the Memorandum of Agreement, unless the employee retired.

Any items in the contract specifying weekly deductions or payments shall be converted to a bi-weekly deduction or payment upon the implementation of the bi-weekly payroll.

3. ARTICLE 25, CONDITIONS AND DURATION OF AGREEMENT.

The parties agree to amend this Article to provide for a one-year contract commencing July 1, 2020 and ending June 30, 2021.

4. NO RETROACTIVITY

(a) 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 eligible for any retroactive pay. Only those employees who are on the payroll on the date of execution of this Memorandum of 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 Memorandum of Agreement shall be eligible for retroactive pay for actual service.

(b) The parties agree to amend Article 5 Wages, by adding a new item numbered 6, which will incorporate the no retroactivity language as provided in 4(a) above.

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 490, NAGE, SEIU.

LOCAL 490, NAGE, SEIU

CITY OF WORCESTER

By: Mark D'Angelo
Mark D'Angelo, Negotiator
Local 490, NAGE

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

Dated: 11.1.21

Dated: 11/2/2021

By: Josephine Venuiti
Josephine Venuiti, President, Local 490

Dated: 11.1.2021

RATIFIED:

LOCAL 490, NAGE, SEIU

By:


Josephine Venuti, President, Local 490

Dated:

11-1-2021

RATIFIED:

CITY OF WORCESTER

By:


Edward M. Augustus, Jr., City Manager

Dated:

11/16/21