

MEMORANDUM OF AGREEMENT #2

between

THE CITY OF WORCESTER

and

LOCAL 490, NAGE, SEIU

(CLERKS)

(July 1, 2021 - June 30, 2023)

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 schedule to expire on June 30, 2021; 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 2020-2021 contract shall be continued in full force and effect, except as modified herein, pending the drafting of a successor contract document.

1. ARTICLE 4-AGENCY SERVICE FEE

The parties agree to amend the Contract by deleting Article 4-Agency Service Fee, in its entirety and reserving the Article for future use.

2. ARTICLE 5, WAGES.

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

- (a) Effective July 1, 2021, the City shall provide a two and ½ percent (2.5%) base wage increase for all salary schedules excluding Step I;
- (b) Effective July 1, 2022, the City shall provide a two and ¾ percent (2.75%) base wage increase for all salary schedules excluding Step I;
- (c) Regrading: The parties agree to regrade the Local 490 members' pay grades as follows:
 - All Unit pay grades will be regraded two (2) pay grades effective on July 1, 2022.

(d) The parties agree that there will be no retroactivity on any of the above wage provisions for employees who are not on the payroll on the execution date of this Memorandum of Agreement, except for retired employees.

3. ARTICLE 6. VACATION

(a) The parties agree to amend Article 6, Vacation, to provide for new employees as follows:

1. *Employees whose vacation year is June 1st through May 31st*¹

New Employees who commence employment with the city between June 1st and December 31st of any given year will be granted one week of vacation leave to be used after 12 weeks in a paid status. These employees will be eligible for two weeks of vacation leave starting June 1st of the year after they were hired by the City.

Example: If an employee is hired on October 1st, they will receive one week of vacation leave to be used after they have been in a paid status for 12 weeks. On the following June 1st they shall be eligible to receive two weeks of vacation leave.

2. New employees who commence employment with the city between January 1st and May 31st shall be eligible for two weeks of vacation leave on June 1st of the year they were hired that can be used after 12 weeks in a paid status.

(b) The parties agree to further amend Article 6, Vacation, to provide for new employees as follows:

1. *Employees whose vacation year is January 1st through December 31st*

New Employees who commence employment with the city between January 1st and May 31st will be granted one week of vacation leave to be used after 12 weeks in a paid status. These employees will be eligible for two weeks of vacation leave starting the following January 1st.

2. New employees who commence employment with the City between June 1st and December 31st will be eligible for two weeks of vacation leave on the following January 1st that can be used after 12 weeks in a paid status.

(c) The parties agree to further amend Article 6, Vacation, as follows:

Carry Over: Employees are allowed to carry over up to 5 vacation days per year. Under no circumstances shall more than five vacation days be carried over to another vacation year. The carry over vacation days must be used within the first 60 days after the vacation year begins.

¹ A week of vacation will be forty hours.

4. ARTICLE 8, SICK LEAVE

The parties agree to amend Article 8, Sick Leave, by amending Section 7 by striking the figure and words “six (months)” and by inserting in lieu thereof “twelve (12) weeks”.

5. Juneteenth Holiday: The parties agree to provide Juneteenth as an annual paid holiday, beginning in calendar year 2022.

6. ARTICLE 18A, OPEB CONTRIBUTION

The parties agree to amend the Contract by establishing a new Article, entitled OPEB Contribution, that will provide for an employee contribution to post-employment health insurance (OPEB) Trust Fund, for employees hired after June 1, 2022, which shall read as follows:

OPEB Contribution: Any employee hired after June 1, 2022, shall contribute one percent (1%) of the employee's base wage per pay period to the OPEB Trust Fund for retiree health insurance costs.

7. CIVIL SERVICE

(1) The parties agree that the City may through legislation exempt all bargaining unit positions from Civil Service, M.G.L. Chapter 31 (“Chapter 31”), subject to the following:

- (a) Any Member of the Collective Bargaining Unit, hired by the City on or after the effective date of the legislation, or not in a permanent position with a permanent appointment or promotion in the bargaining unit, will be exempt from Chapter 31.
- (b) Any Member of the Collective Bargaining Unit, who presently holds a permanent appointment or permanent promotion in a title pursuant to Chapter 31, shall retain civil service status but only in that title they currently hold as of the effective date of the legislation, subject to Subsection (d) below.
- (c) Any Member of the Collective Bargaining Unit, who has been provisionally appointed or promoted to a civil service position for at least six months prior to the ratification of this Agreement, shall be appointed to permanent civil service status in that title in accordance with the legislation, subject to Subsection (d) below.
- (d) Any Member of the Collective Bargaining Unit, who retains civil service status in a given title pursuant to the Agreement, will only be subject to Chapter 31 while they hold that title. Any employee who subsequently is promoted to a higher position, or appointed to another position in the bargaining unit, will no longer be subject to Chapter 31 and will no longer have civil service rights.

(2) UNION SUPPORT FOR LEGISLATION

(a) The Union agrees it will support and endorse the Legislation that will be filed by the City to make permanent employees in a provisional position for more than six (6) months to become permanent employees under Chapter 31 and to exempt members of the Collective Bargaining Unit from Chapter 31 in accordance with this Agreement.

(b) In consideration of such support, the City will work with the Union to adopt mutually acceptable contract language that ensures an open and fair merit based promotional process and a fair and consistent hiring process, subject to Article 3. The parties will also discuss reduction in force language and seniority language.

(c) A working group will be formed within one month of the effective date of this Agreement. The working group will endeavor to finalize said contract language within six months of the effective date of the Agreement.

(d) The probationary period for employees in the bargaining unit shall be six months for employees hired after July 1, 2022.

(e) Nothing in this Item 9 shall be deemed to be an infringement, waiver or modification of the City's management rights pursuant to Article 3.

8. INTEGRATED CONTRACT

The parties agree to work together over the next 6 months to create an integrated contract.

9. ARTICLE 25. CONDITIONS AND DURATION OF AGREEMENT.

The parties agree to amend this Article to provide for a two-year contract commencing July 1, 2021 and ending June 30, 2023.

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

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

Dated: _____

By: Josephine V. ...
Josephine V. ... President, Local 490

Dated: 10.21.22

RATIFIED:

LOCAL 490, NAGE, SEIU

By: Caroline Malcom
Caroline Malcom President, Local 490

Dated: 10.21.22

CITY OF WORCESTER

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

Dated: _____

RATIFIED:

CITY OF WORCESTER

By: Eric D. Batista
Eric D. Batista, Acting City Manager

Dated: 10/25/22