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MEMORANDUM OF AGREEMENT #1

Between

THE CITY OF WORCESTER

and

LOCAL 490, NAGE, SEIU (CLERKS)

(July 1, 2024 - June 30, 2026)

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, 2024; 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 successor contract document;

NOW, THEREFORE, the City and the Union agree as follows:

The 2023-2024 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 to provide for a base wage increase for all salary schedules as follows:

(a) Effective as of July 1, 2024 - three percent (3%)

(b) Effective as of July 1, 2025 - two percent (2%)

2. ARTICLE 11, Equal Opportunity and Non-Discrimination

The parties agree to amend the first paragraph of Article 11 by adding the words, "veteran's status" to the first paragraph.

3. ARTICLE 12A, No Strike

The parties agree to amend Article 12A by adding a new section to the end of the existing Article, which shall read as follows:

4. Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the City against an employee and such other action that the City may deem appropriate.

4. ARTICLE 19, Grievance Procedure

The parties agree to amend Article 19 as follows:

- (a) Clarify paragraph 1 of the Article by amending the last sentence of the paragraph to read as follows:

Grievances shall not be entertained if the cause occurred more than thirty (30) calendar days prior to the employee's initiation of the procedures set forth in this Article.

- (b) Amend Paragraph 2(i) of the Article by deleting the language in the second sentence which reads, "unless the Union petitions for a hearing with the arbitrator, in which case the City Manager or his designated representative shall have seven (7) days to render a written decision and to communicate the same to the employee and to the Union."

- (c) Amend Section 2(j) by deleting the reference to the "American Arbitration Association (AAA)" and inserting in lieu thereof the "State Department of Labor Relations (DLR)."

- (d) Amend Paragraph 2(n) of the Article by deleting the last two sentences which read, "The Union may directly appeal to the arbitrator the necessity of answering question. The arbitrator shall have the final power to strike any question that is irrelevant to the grievance or is not proper."

- (e) Amend paragraph 3(e) by deleting the reference to AAA and inserting in lieu thereof the DLR.

- (f) Amend the first sentence of paragraph 4 by deleting the existing sentence and inserting in place thereof a new sentence which reads, "The DLR shall appoint an arbitrator in accordance with the DLR's procedures."

5. ARTICLE 24A, Miscellaneous Provisions

The parties agree to amend Article 24A by adding a new section (2) which shall read as follows:

2. Residency. All members of the bargaining unit shall be residents of the City of Worcester. All new members hired after July 1, 2024, shall establish residency in the City of Worcester within one (1) year of their appointment by the City.

6. LEAVE PROGRAM

The parties agree to amend the contract to provide the Local 490 bargaining unit with the new leave program which has been provided to other civilian employees of the City as follows:

(a) Local 490 accepts the Leave Program as presented by City of Worcester (see Appendix A).

(b) Implementation:

1. Employees will begin to accrue time six (6) months after they receive their last allotment of vacation time pursuant to the 1200 hour rule. This will allow employees an opportunity to build vacation leave pursuant to the new system while still using the vacation time they had accrued pursuant to the former system.
 - a. For employees currently on the "vacation year" of June 1 through May 31, they will receive their most annual allotment on June 1, 2024. They will begin to accrue vacation time pursuant to the new system on December 1, 2024.
 - b. For employees currently on the calendar year (i.e., January 1 through December 31), they have received their allotment of earned time for 2024 on January 1, 2025. They will begin to accrue vacation time pursuant to the new system on July 1, 2025.
2. For current employees only,¹ individuals who remain employed with the City for five years from the full execution date of this Agreement will, as a one-time retention bonus, receive the following:
 - New Employee – 5 years of active City employment: add 50 hours of PTO, up to the applicable cap
 - 5 – 15 years of active City employment: add 90 hours of PTO, up to the applicable cap

² Current employees are those employees on the active City payroll at the time of the full ratification of this MOA.

- 15 + years of active City employment: add 100 hours of PTO, up to the applicable cap
- The bonus PTO shall be based on the member's annual accrual on the full execution date of this Agreement, not their then accrual. For example, an employee presently in their third year will receive 50 hours, not 90 hours.

This sub-section is subject to the PTO and sick leave rules and regulations.

3. Employees who resign or are terminated from the City will not be eligible for this one-time retention bonus. The City will make an exception for employees who retire from the City prior the issuance of this bonus PTO, at which time the City will add the time to their PTO bank, up to the applicable cap.

This subsection is subject to subsection 6(b)2.

7. ARTICLE 25, CONDITIONS AND DURATION OF AGREEMENT.

The parties agree to amend this Article to provide for a two-year contract commencing July 1, 2024 and ending June 30, 2026, unless otherwise provided for.

8. CLASSIFICATION STUDY

The City agrees to study classifications in the bargaining unit which have been identified by the City or the Union as having a substantial change to duties and responsibilities or pay is significantly below market rates for the classification. At the conclusion of the study the City agrees to meet with the Union to discuss the study and see what changes, if any, should be made in the classification of duties or pay rates.

9. WAIVER OF RIGHT TO FILE GRIEVANCE REGARDING PAY STEPS

The Union agrees to waive their rights to file a grievance or arbitrate regarding employees' placement on the pay steps in connection with the regradings in the July 1, 2021-June 30, 2023 contract effective upon execution of this Memorandum of Agreement.

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: 
Caroline Makowiecki, President

Dated: _____

By: 
Mark D'Angelo, Union Negotiator

Dated: 12.4.24

RATIFIED:

LOCAL 490, NAGE, SEIU

By: 
Caroline Makowiecki, President

Dated: 12/23/24

CITY OF WORCESTER

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

Dated: 12/4/2024

RATIFIED:

CITY OF WORCESTER

By: 
Eric D. Batista, City Manager

Dated: 12/26/24