

MEMORANDUM OF AGREEMENT #4

between

THE CITY OF WORCESTER

and

LOCAL 495 NAGE, SEIU
SERVICE EMPLOYEES INTERNATIONAL UNION

July 1, 2020-June 30, 2021

WHEREAS, the City of Worcester (the "City") and Local 495 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 new contract between the parties for fiscal 2021; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement pending the drafting of a new document;

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 8, Wages

a. The parties agree to amend subsection (a) of paragraph 2 of Article 8, by deleting Subsections 2(a)(2) and 2(a)(3), and in lieu thereof, adding a new Subsection 2(a)(2), to provide for a two percent (2%) base wage increase effective July 1, 2020.

b. The parties agree to amend Subsection (c) of Paragraph 2 of Article 8 by changing the parenthetical references to reflect the date that this current Memorandum of Agreement is executed by the parties.

2. *Withdrawn; Reserve for future use.*

3. *Withdrawn; Reserve for future use.*

4. Article 31, Motor Equipment Operator

(a) The parties agree to clarify the Article by adding the following item:

23. Employees classified as Motor Equipment Operators shall, as a condition of employment, comply with the requirements contained in the Commercial Driver's Manual issued by the Commonwealth

of Massachusetts regarding inspection of commercial vehicles.
The City shall provide vehicle inspection forms or log books for each vehicle to document inspections.

- (b) The parties agree to clarify the Article by adding the following language to the second sentence of subparagraph 6:

provided, however, that ~~the mere~~ possession of a Hoisting License as issued by the Commonwealth of Massachusetts, Department of Public Safety does not in and of itself make a Motor Equipment Operator qualified to operate all pieces of equipment that require an MEO 3 designation.

The entire sentence will now read,

It is understood by the City and the Union that “qualified” means that the employee has actually demonstrated his ability to operate equipment to the satisfaction of management, **provided, however, that the mere possession of a Hoisting License as issued by the Commonwealth of Massachusetts, Department of Public Safety does not in and of itself make a Motor Equipment Operator qualified to operate all pieces of equipment that require an MEO 3 designation.**

- (c) *Reserved for future use.*

5. *Withdrawn; Reserve for future use.*

5A. Bi-Weekly Payroll/ Mandatory Direct Deposit

The Union acknowledges that they have been notified by the City that the City will be implementing in Fiscal Year 2022 or thereafter, a biweekly payroll, subject to installation of the new payroll software by the City and, a mandatory direct deposit system.

6. Condition and Duration of Agreement

The parties agree to amend the Article to provide for a one year agreement beginning July 1, 2020, unless otherwise provided for, and ending June 30, 2021.

This Agreement has been duly executed by the authorized representatives of the City of Worcester and Local 495, NAGE, SEIU.

LOCAL 495, NAGE, SEIU

By: Sean Maher
Sean Maher, President

Dated: 9-1-21

By: Mark D'Angelo ^{by} fill
Mark D'Angelo
Negotiator, NAGE

Date: 9-1-21

RATIFIED:

LOCAL 495, NAGE, SEIU

By: Sean Maher
Sean Maher, President

Dated: September 28, 2021

CITY OF WORCESTER

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

Dated: 9/8/2021

RATIFIED:

CITY OF WORCESTER

By: Edward M. Augustus, Jr.
Edward M. Augustus, Jr., City Manager

Dated: 11/16/21