

**MEMORANDUM OF AGREEMENT #1**

**between**

**THE CITY OF WORCESTER**

**and**

**LOCAL 495 NAGE, SEIU  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**July 1, 2021-June 30, 2023**

**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, 2021; and**

**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.**

**1. ARTICLE 2. AGENCY SERVICE FEE**

**The parties agree to amend Article 2, by deleting the existing name of the Article "Agency Service Fee" and renaming the Article as "Unit Membership", and then by deleting paragraphs 1-7. The remaining paragraphs will be renumbered as paragraphs 1 and 2, as indicated below:**

**ARTICLE 2. UNIT MEMBERSHIP**

- 1. The City will provide the Union monthly a bargaining unit membership list.**
- 2. The City's Human Resources Department will notify the Union when an employee is hired who is eligible for membership in the bargaining unit.**

**2. ARTICLE 8. WAGES**

**The parties agree to amend Article 8, paragraph 2, as indicated below:**

(a) Base Wage Increases:

- i. A base wage increase of 2.50% effective July 1, 2021, for all salary schedules.
- ii. A base wage increase of 2.75% effective July 1, 2022, for all salary schedules.

(b) Salary Schedule: Effective July 1, 2022, Step 1A and Step 1B to be eliminated from the following L495 bargaining unit Salary Schedules:

- Schedule 1C – General (U)
- Schedule 5 – Security (U)
- Schedule 6HC – Inspectors (U)
- Schedule 9P – Professional (U)

(c) Regrades:

- i. The parties agree to a two grade regrade for the specified Local 495 positions, effective the latter of the following: July 1, 2022 or the effective date of the Agreement. There will be no retroactivity on regades. (See attached list).
- ii. The parties agree to a 7% increase in the Motor Equipment Operators flat rate A, B, C, D, effective the latter of the following: July 1, 2022 or the effective date of the Agreement. There will be no retroactivity on these regades.
- iii. Asphalt Raker. The parties agree that the asphalt raker flat rate shall be adjusted to be equivalent to an MEO C rate effective the latter of the following: July 1, 2022 or the effective date of the Agreement. There will be no retroactivity on regades.

(d) Environmental Analyst:

The parties agree that all Environmental Analyst positions on the general schedule shall be moved to the HC salary schedule at Pay Grade 31HC to the same step, effective the latter of the following: July 1, 2022 or the effective date of the Agreement. Each of the individuals moving to Pay Grade 31HC, will receive an additional two steps within the 31HC Pay Grade, effective the latter of the following: July 1, 2022 or the effective date of the Agreement. There will be no retroactivity on this regrade.

3. NEW ARTICLE. 9A. OPEB CONTRIBUTION

The parties agree to amend the contract by establishing a new Article 9A, entitled, *OPEB Contribution*, that will provide for an employee contribution to post-employment health insurance (OPEB) liability, 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.

#### 4. ARTICLE 15, SICK LEAVE

- (a) The parties agree to amend sub-section (i) of Article 15, Sick Leave, as follows:

No new employee appointed after ~~July 1, 1979~~ **June 1, 2022**, will be permitted to use any sick leave until he or she has worked in the service of the City for ~~six (6) months~~ **twelve (12) weeks** in the aggregate, exclusive of overtime, provided however, sick leave credit shall be accumulated during this time and upon completion of this time all earned sick leave will be available to the employee for use prospectively.

- (b) The parties agree to further amend Article 15, by adding a new sub-section (l) entitled, Family Sick Leave, which shall provide as follows:

*(l) Family Sick Leave.* An employee may use up to three (3) sick days annually for the illness of a parent, child or someone within the employee's household. Family sick days do not carry over from year to year.

#### 5. ARTICLE 19, ASSIGNMENT OF OVERTIME

- (a) The parties agree to amend Section 4 of Article 19, Assignment of Overtime, by adding a new sentence at the end of the Section which provides, "A Department Head may order mandatory overtime for services involving preservation of public health and safety, when the City Manager or the Governor has a declared state of emergency applicable to the City of Worcester." Section 4 shall now read as follows:

4. This agreement is understood to be without prejudice to the City's position that mandatory overtime service is a governmental prerogative and to the Union's position that overtime service by the employee is voluntary, provided, however both the Union and the City agree that overtime is mandatory during a declared emergency by the City Manager. Without prejudice to the City's existing position on mandatory overtime, the parties acknowledge that the Department Head<sup>1</sup> can order mandatory overtime for City services which involve preservation of life and property in the City of Worcester. **A Department Head may order mandatory overtime for services involving preservation of public health and safety, when the City Manager or the Governor has a declared state of emergency applicable to the City of Worcester.**

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<sup>1</sup> Department Head shall mean member of the Cabinet.

(b) The parties agree to amend Article 19, Assignment of Overtime by adding a new Section 5, which shall read as follows:

5. If an employee is bypassed for an overtime opportunity, that employee shall receive one hour of pay, and be offered an overtime opportunity out of turn. If the Union believes the skip is intentional, and proves through the grievance process that the skip was intentional, the employee may be entitled for payment for the missed opportunity.

(c) The parties agree to amend Article 19, Assignment of Overtime by adding a new Section 6, which shall read as follows:

6. If an employee calls in sick, the employee is not eligible to work overtime that day unless approved by the Department Head.

#### 6. ARTICLE 35, HOLIDAYS

The parties agree to amend Section 1, of Article 35 by adding the state holiday Juneteenth (June 19<sup>th</sup>) to the list of paid holidays.

#### 7. ARTICLE 37, MISCELLANEOUS PROVISIONS

(A) The parties agree to amend Article 37, Miscellaneous in Section 10, Vacation by adding a new sub-section (e) entitled, "New Employees – Vacation Leave." which will read as follows:

(e) New Employees - Vacation Leave

##### 1. *Employees whose vacation year is June 1st through May 31<sup>st</sup>*

(a) New Employees who commence employment with the city between June 1st and December 31st of any given year are given one week<sup>2</sup> of vacation to be used after 12 weeks in a paid status. These employees will have two weeks of vacation starting June 1st of the year after they were hired.

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

(b) New employees who commence employment with the city between January 1st and May 31st of any given year are given two weeks on June 1st of the year they were hired that can be used after 12 weeks in a paid status.

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<sup>2</sup> A week of vacation will be forty hours.

2. *Employees whose vacation year is January 1st through December 31st (Calendar Year Vacation Period)*

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

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

(B) The parties agree to further amend Article 37, Miscellaneous by adding a new subsection (f) entitled, "Carry Over of Vacation Leave," which will read as follows:

(f) Carry Over of Vacation Leave. Employees are allowed to carry over up to 5 vacation days per year. Under no circumstances should 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.

(C) The parties agree to clarify the contract by adding a new Section 22 in Article 37, Miscellaneous entitled, Internship Programs, which will read as follows:

22. Internship Programs. The City may, in connection with High School and/or Technical School internship programs, utilize interns in all Departments, who may perform bargaining unit work as part of their internship, as determined by the respective Department Head.

8. CIVIL SERVICE

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.

#### 9. UNION SUPPORT OF 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. The parties will also review the reduction in force language in Article 36A with respect to layoffs and seniority.

(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, except for professional employees/graduate librarians in the Library, 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 4.

#### 10. CONDITION AND DURATION OF AGREEMENT

The parties agree to amend the Article to provide for a two (2) year agreement beginning July 1, 2021, unless otherwise provided for, and ending June 30, 2023.

#### 11. SPECIAL ARTICLE 3. INSPECTIONAL SERVICES (*Boot Allowance*)

The parties agree that the City shall provide the Deputy Sealers of Weights & Measures with an annual ANSI boot allowance in the amount of \$150.00 effective July 1, 2022, prospectively. There will be retroactivity on this boot allowance.



#### **12. Reopener.**

If during the term of this 2021-2023 Agreement, any City bargaining unit that receives an across the board base wage adjustment in excess of the parties' agreement, then and solely in that event, it is agreed that the Union shall have the right to reopen this 2021-2023 contract and negotiate the wages provision only; provided, however, this provision of a reopener shall not apply to any base wage adjustment in excess of the parties' agreement as a result of an interest arbitration award. If the right to reopen arises, the Union, if desirous of negotiating over wages, it shall notify the City in writing within 30 days after the wage increase becomes effective, or the Union shall have been deemed to have waived its reopener rights.

#### **13. Integrated Contract**

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

#### **14. Classifications**

The parties recognize that the re-gradings covered in this agreement do not affect all of the bargaining unit's titles, and that it is in the parties' mutual interest to examine the propriety of the compensation structure for all of the titles in the unit. To that end the parties agree to establish a compensation committee, made up of an equal number of representatives from management and labor. The committee shall begin meeting no later than September 1, 2022, and shall be charged with making compensation related recommendations to the parties in anticipation of the next round of collective bargaining.

#### **15. Employee Parking Cost**

The Union agrees to withdraw their objection with respect to the City's proposal to increase parking costs for the McGrath Municipal Parking Lot, and accepts the increase from \$36 to \$55 per month. The Union agrees not to file an unfair labor practice charge regarding the parking fee increase.

#### **16. Successor Negotiations**

Notwithstanding the provisions of the Conditions and Duration clause of the Agreement, the parties agree that upon written request by the Union, the City agrees to open negotiations for a successor agreement no later than six months prior to June 30, 2023.

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, President

Dated: 5-23-22

By:   
Mark D'Angelo, Union Negotiator

Dated: 5-22-22

CITY OF WORCESTER

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

Dated: 5/25/2022

RATIFIED:

LOCAL 495, NAGE, SEIU

By:   
Sean Maher, President

Dated: 5-24-22

RATIFIED:

CITY OF WORCESTER

By:   
Eric D. Batista Acting City Manager

Dated: 6/8/22



DEPT	Class	Job Title	PG	New PG
DPW	L439	ASSISTANT FORESTER	33	35
DPW	L952	ASSISTANT SANITARY ENGINEER GR 4 (DPW)	41	43
DPW	L736	ASSISTANT STOREKEEPER (DPW)	25	27
DPW	L740	ASS'T CIVIL ENG, GR 4 DPW	41	43
DPW	L739	JR CIVIL ENG, GR 3 - DPW	37	39
DPW	L205	JUNIOR SANITARY ENGINEER,	37	39
DPW	L961	LABORER NO CDL	24	26
DPW	L095	MOTOR EQUIPMENT REPAIRMAN	31	33
DPW	L527	NUISANCE ORDINANCE INSPEC	32	34
DPW	L070	OPR PM II	32	34
DPW	L125	PARKING METER MAINTENANCE	26	28
DPW	L461	PRINCIPAL STOREKEEPER	32	34
DPW	L085	PUBLIC HEALTH AIDE	20	22
DPW	L168	PUBLIC WORKS FOREMAN	34	36
DPW	L230	PUBLIC WORKS FOREMAN INSP	36	38
DPW	L663	PUBLIC WORKS LABORER	24	26
DPW	L121	PUBLIC WORKS MAINTENANCE	26	28
DPW	L122	PUBLIC WORKS MAINTENANCE	30	32
DPW	L683	PUMPING STATION OPERATOR	30	32
DPW	L696	SANITATION LABORER	26	28
DPW	L326	SENIOR PARKING CONTROL OFF	32	34
DPW	L080	SENIOR STOREKEEPER	28	30
DPW	L941	SIGN PAINTER	27	29
DPW	L088	SIGNAL MAINTAINER TRAFFIC	32	34
DPW	L737	STOREKEEPER (DPW)	26	28
DPW	L547	UTILITY DATA TECHNICIAN	34	36
DPW	L166	WORKING FOREMAN, CRAFTSMAN	32	34
DPW	L094	WORKING FOREMAN, MOTOR EQ	35	37
DPW	L167	WORKING FOREMAN, PW	30	32
PARKS	L731	CEMETERY FOREMAN	34	36
PARKS	L732	CEMETERY LABORER	24	26
PARKS	L839	ELECTRICIAN	38	40
PARKS	L755	FORESTRY FOREMAN	34	36
PARKS	L752	PARK LABORER	24	26
PARKS	L750	PARKS FOREMAN	34	36
PARKS	L757	TREE CLIMBER	26	28
PARKS	L450	WF GARDENER	32	34
PARKS	L431	WORKING FOREMAN BURIALS	32	34
PARKS	L724	WORKING FOREMAN PARKS	32	34
PARKS	L166	WORKING FOREMAN, CRAFTSMAN	32	34
WPD	L884	MOTOR EQUIPMENT REPAIRMAN WPD	30	32
WPD	L080	SENIOR STOREKEEPER WPD	28	30
WPD	L886	WORKING FOREMAN, MER WPD	33	35
DPW & SUSTAIN	L438	ENVIRONMENTAL ANALYST	Moved to Schedule 6HC	

Class	Job Titles Secondary Rates		New Rate
L902	MOTOR EQUIP. OPERATOR, GRADE 1-A (WHEN ASGND)	Flat Hour	7% Increase
L903	MOTOR EQUIP. OPERATOR, GRADE 1-B (WHEN ASGND)	Flat Hour	7% Increase
L904	MOTOR EQUIP. OPERATOR, GRADE 1-C (WHEN ASGND)	Flat Hour	7% Increase
L905	MOTOR EQUIP. OPERATOR, GRADE 1-D (WHEN ASGND)	Flat Hour	7% Increase
L894	MOTOR EQUIP. OPERATOR, GRADE 3-A (WHEN ASGND)	Flat Hour	7% Increase
L895	MOTOR EQUIP. OPERATOR, GRADE 3-B (WHEN ASGND)	Flat Hour	7% Increase
L896	MOTOR EQUIP. OPERATOR, GRADE 3-C (WHEN ASGND)	Flat Hour	7% Increase
L897	MOTOR EQUIP. OPERATOR, GRADE 3-D (WHEN ASGND)	Flat Hour	7% Increase
L032	WATER METER REPAIRMAN/INSTALLER (WHEN ASSIGNED)	Flat Hour	7% Increase
L875	ASPHALT RAKER (WHEN ASSIGNED)	Flat Hour	MEQ C Rate

L495 Job Titles Regaded rev 5.13.22