

MEMORANDUM OF AGREEMENT#5¹

between

THE CITY OF WORCESTER

and

LOCAL 495 NAGE, SEIU
SERVICE EMPLOYEES INTERNATIONAL UNION

July 1, 2023 - June 30, 2026

(2024)

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, 2023; 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 8, WAGES

(a) Base Wage Increases: The parties agree to amend Article 8, paragraph 2, and Article 31, Section 1, to provide for the following base wage increases:

- Base wage adjustment in the amount of three percent (3%), to be effective as of July 1, 2023
- Base wage adjustment in the amount of three percent (3%), to be effective July 1, 2024
- Base wage adjustment in the amount of two percent (2%), to be effective July 1, 2025

(b) Regrades:

- Two Grade regrade for classifications which did not receive regrade in the prior contract (FY21-FY23)

¹If this MOA #4 is not accepted by the Union the parties revert back to their original position.

- For Motor Equipment Repairman Titles:
 - Motor Equipment Repairman will be regraded from 32(U) to 38(U)
 - Motor Equipment Repairman, DPW, will be regraded from 33(U) to 39(U)
 - Working Foreman, Motor Equipment Repairman, Police Department, will be regraded from 36(U) to 41(U)
 - Working Foreman, Motor Equipment Repairman, DPW, will be regraded from 37(U) to 42(U)
- Dispatchers are not eligible for regrades;
- Regrades will be effective on July 1, 2024, and shall only be for eligible employees on the active payroll as of the ratification of this MOA.
- Union agrees that the effective date of the regrades becomes the new increment date for employees who are regraded.
- Union withdraws, with prejudice, the existing arbitration regarding regrade step anniversary date within thirty days of the ratification of this MOA.

2. ARTICLE 31, MOTOR EQUIPMENT OPERATOR

The parties agree to amend the Article by adding a new section 24, to provide as follows:

24. Special Seasonal Rate. The City shall establish a temporary “special seasonal rate” for equipment responding to a winter weather event (i.e., snow and ice operations) as follows:

- 5 ton dump rated at an A to be increased to a B; and
- 10 wheel dump rated at a B to be increased to a C.
- Pick up truck with plow at A for non-CDL drivers and at B¹ for CDL drivers.

3. ARTICLE 35, HOLIDAYS

The parties agree to amend Article 35, Holidays by adding a new Section 6, which will read as follows:

The Commissioner may assign employees in the Department of Public Works, Sanitation Operations Division, to work on the following holidays to collect trash and such employees will be paid at time and one-half for the actual hours worked or the scheduled eight (8) hours, whichever is greater, subject to the protocol regarding sanitation collection release time:

- Third Monday in January (Martin Luther King Day);
- Third Monday in February (Washington’s Birthday);
- Third Monday in April (Patriot’s Day);
- Second Monday in October (Columbus Day); and

¹ This rating is without prejudice to the right of the Commissioner of Public Works to assign drivers to vehicles engaged in snow and ice operations.

- Eleventh day of November or the day preceding when said day occurs on a Saturday, or the day following when said day occurs on a Sunday (Veteran's Day).

In addition, employees in the Central Garage assigned by the Commissioner to support the "Monday trash collection" shall also be eligible for time and one-half for the greater of their actual hours worked or their scheduled shift on said holidays.

4. SPECIAL ARTICLE 2, WORCESTER FREE PUBLIC LIBRARY

The parties agree to amend Special Article 2, by adding a new Section L to provide as follows:

The Library Director may use interns who are participating in a MLS degree program to work at the Library during their period of seeking a professional library degree. All interns shall be subject to supervision by Graduate Librarians as assigned by the Library Director.

5. LEAVE POLICY

(a) Local 495 accepts leave policy as presented by City of Worcester (see Attachment 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, 2024. They will begin to accrue vacation time pursuant to the new system on July 1, 2024.
2. For current employees only,² 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:

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

- 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
- 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 5(b)2.

6. CONDITION AND DURATION OF AGREEMENT

The parties agree to amend the Article to provide for a three-year (3) year agreement beginning July 1, 2023, unless otherwise provided for, and ending June 30, 2026.

7. ANNUAL PERFORMANCE EVALUATIONS.

The City and the Union agree to establish a Joint Advisory Committee to the Chief Human Resources Officer regarding the development of an annual written evaluation tool in connection with annual performance evaluations. The Joint Advisory Committee will be in lieu of impact bargaining regarding the establishment of a performance evaluation tool.

8. ARTICLE 37, MISCELLANEOUS

- a. The Parties agree to remove Paragraphs 10(a) and 10(b) and to amend Paragraph 10 to align with PTO policy.
- b. The Parties agree to remove Article 37, Paragraph 18.

³ The Parties will also need to remove/amend other leave provisions in the CBA to align with these changes, including, Articles 15-18, as we will be eliminating personal and administrative leave, adding parental leave, and modifying sick and bereavement leave

c. The Parties agree to add a Paragraph to Article 37, to provide as follows:

Workers' Compensation Leave:

Employees absent due to injuries on the job in the service of the City, which are compensable under the Workers' Compensation Act (G.L. 152) will be considered on leave for up to twenty-four months and will receive the following benefits while on such leave:

1. Earned, accrued sick leave as if the employee were regularly employed
2. Creditable service for vacation accrual purposes
3. Creditable service for Step increase purposes
4. Retention of rights to the employee's position
5. When an employee returns to duty, and where applicable, an employee's "fixed earned rate" for the following July 1 through June 30 period shall be calculated by looking back at the employee's previous twelve months of actual work.

d. The parties agree to add another paragraph to Article 37 to provide as follows:

Vacation Leave Credits while on Workers' Compensation Leave. Employees on workers' compensation leave shall earn accrued vacation leave as if the employee were regularly employed not to exceed six (6) months.

9. REOPENER

If during the term of this agreement, any City bargaining unit 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 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 it wages, shall notify the City in writing within 30 days after the wage increase becomes effective, or it shall have been deemed to have waived their reopener rights.

10. ARTICLE 33, MOTOR EQUIPMENT REPAIR

a. The Parties agree to amend Article 33, Paragraph 10, to increase stipends as follows:

- Class I: \$70 to \$100
- Class II: \$50 to \$75
- Class III: \$30 to \$50

- b. The Parties agree that the City will have the discretion to assign Motor Equipment Repairmen to the Central Garage at DPW or Police Department, based on operational needs.⁴

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 495, NAGE, SEIU.

LOCAL 495, NAGE, SEIU

By: Sean Maher
Sean Maher, President

Dated: Sept 9, 2024

By: Mark D. Angelo (FM)
Mark D. Angelo, Union Negotiator

Dated: Sept 9, 2024

RATIFIED:
LOCAL 495, NAGE, SEIU

By: Sean Maher
Sean Maher, President

Dated: September 27, 2024

CITY OF WORCESTER

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

Dated: 10/9/2024

RATIFIED:
CITY OF WORCESTER

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

Dated: 10/8/24

⁴ This is without prejudice to the Commissioner's assignment powers.

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APPENDIX A

	Current Benefit	New Benefit
Vacation Year Alignment	Some members are on calendar year Some members are on “vacation year” which runs from June 1 through May 31	All members will be on calendar year for purposes of vacation requests and approvals
Vacation Accrual	One influx of time annually if employee meets the City’s 1200 hour “actual work” requirement	Members will accrue time monthly, with the monthly accrual being based on years of service (see below)
Additional Vacation For Employees	First Year Employees: 0 or 5 days depending on start date 1 – 4 Year Employees: 13 days (two weeks of vacation plus three personal days) 5 – 9 Year Employees: 18 days (three weeks of vacation plus three personal days) 10 + Year Employees: 25 days (four weeks of vacation plus three personal days plus two administrative days)	First Year Employees: 15 days (10 hours accrued monthly) 1 – 4 Year Employees: 15 days (10 hours accrued monthly) 5 – 14 Year Employees: 27 days (18 hours accrued monthly) 15 Year + Employees: 30 days (20 hours accrued monthly)
PTO Cap¹	Use it or lose it with limited carry over (even the carry over must be used within a limited time or forfeited)	New – 4 years 160 hours 5 – 14 years 256 hours 15 + years 320 hours
Friday After Thanksgiving	Not offered	Day after Thanksgiving to be designated as vacation day using one of the additional days offered above (This day will not be designated as a vacation day for employees who are required to work, e.g., Emergency Communications, Sanitation. City will determine which services will be provided.)

¹ PTO and the caps described herein will replace vacation, personal and administrative leave. Employees will retain a separate bank for sick leave, which will have its own cap as described below.

Maternity/Paternity Leave	<p>MPLA/FMLA leave offered to female employees permitting them to use their own sick/vacation time</p> <p>MPLA/FMLA leave offered to male employees permitting them to use only their own vacation time</p>	<p>8 weeks paid leave not requiring employee to use any of their own accrued leave</p> <p>Employee must work one year to earn this benefit.</p> <p>Leave will commence on birth or placement of child</p>
Extended Maternity/Paternity Leave	<p>FMLA leave offered to female employees requiring them to use their own sick/vacation time</p> <p>FMLA leave offered to male employees requiring them to use their own vacation time</p>	<p>4 weeks of leave using benefits provided by FMLA</p> <p>Employee must use accrued sick (where appropriate for female employees) and/or vacation leave</p>
Sick Leave	15 days per year (10 hours accrued monthly)	Approximately 10 days per year (6.75 hours accrued monthly, 81 hours annually)
Family Sick Days	Three days per year – does not accrue, reverts to employee's personal sick bank	Five days per year – does not accrue, reverts to employee's personal sick bank
Extended Family Sick Days	Not offered	<p>Employees who have accrued 50 or more sick days may utilize any sick days in excess of 50 to care for a family member</p> <p>The employee must be eligible for leave pursuant to the FMLA, and the family member and their medical condition must satisfy the requirements of the FMLA</p> <p>If the employee drops below 50 sick days, they will no longer be eligible for extended family sick leave, but they will remain eligible for leave pursuant to the FMLA</p>
Sick Leave Buyback Upon Retirement	<p>Members accrue up to 165 days.</p> <p>Members who have more than 100 days accrued at time of retirement may buy back up to 20 days at 100%</p>	<p>Members may accrue up to 140 days.</p> <p>Members who have more than 100 days accrued at time of retirement may buy back up to 40 days at 75% (equivalent of 30 days)</p> <p>** Members who currently have more than 140 sick days available to them will be grandfathered in, and they will be permitted to keep and use said time. They will not</p>

		accrue additional time unless they drop below the 140 day cap.
Compassionate Leave	Five (5) working days compassionate leave for the employee for the death of a spouse of the employee	Five (5) working days compassionate leave for the death of a spouse of the employee
	Five (5) working days compassionate leave for the employee for the death of the employee's son, employee's daughter, stepson or stepdaughter	Five (5) working days compassionate leave for the death of the employee's child or stepchild
	Three (3) working days compassionate leave for the employee for the death of the father or mother of the employee or of the employee's spouse	Five (5) working days compassionate leave for the death of the employee's parent or stepparent
	Three (3) working days compassionate leave for the employee for the sister or brother of the employee	Three (3) working days compassionate leave for the death of the parent or stepparent of the employee's spouse
	Three (3) working days compassionate leave for the death of a person who has been placed by the authority of law under the care of the employee as guardian	Three (3) working days compassionate leave for the employee for the sibling of the employee
	Three (3) working days compassionate leave for the employee for the death of their stepfather or stepmother	Three (3) working days compassionate leave for the death of a person who has been placed by the authority of law under the care of the employee as guardian
	One (1) working day compassionate leave for the employee for the death of the brother or sister of the employee's spouse	One (1) working day compassionate leave for the death of the employee's child's spouse
	One (1) working day compassionate leave for the death of the blood aunt or blood uncle of the employee. Such compassionate leave shall not be available for the death of the blood aunt or blood uncle of the employee's spouse.	One (1) working day compassionate leave for the death of the sibling of the employee's spouse
		One (1) working day compassionate leave for the death of the blood aunt, blood uncle or blood cousin of the employee. Such compassionate leave shall not be available for the death of the blood aunt, blood uncle or blood cousin of the employee's spouse.
		One (1) working day compassionate leave for the death of the grandparent or grandchild of the employee or the employee's spouse.

	One (1) working day compassionate leave for the death of the grandmother, grandfather, grandson, or granddaughter of the employee or the employee's spouse.	
Day of Community Service	Not offered	Employees may perform one day of community service, with pay