

MEMORANDUM OF AGREEMENT #3

between

THE CITY OF WORCESTER

and

LOCAL 495 NAGE, SEIU
SERVICE EMPLOYEES' INTERNATIONAL UNION
(REGARDING THE REGIONAL DISPATCHERS)
(2022)

WHEREAS, in light of the national shortage of Communications Dispatchers, as well as the critical shortage within the City of Worcester;

WHEREAS, the City of Worcester (the "City") and Local 495 NAGE, SEIU (the "Union") have been negotiating for 12 hour shifts and regrades for Regional Dispatchers effective October 19, 2022;

WHEREAS, the City and the Union have come to terms relative to the 12 hour shift and regrades;

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

1. REGRADES

Effective October 19, 2022, the parties agree to amend the Regional Dispatchers Salary Schedule 1D by adjusting each pay grade by 15%, except for Pay Grade 1.

2. APPRENTICE REGIONAL DISPATCHERS-WAGE SCHEDULE PLACEMENT

The Parties further agree to amend the Regional Dispatchers Salary Schedule 1D and Classification Plan by placing Apprentice Regional Dispatchers on the Regional Dispatchers Pay Grade 2, Step 1.¹ Upon completion of their training, and attaining the required certifications, Apprentice Regional Dispatchers shall no longer be deemed "an Apprentice" and shall be placed in Step 2 of the Regional Dispatchers Pay Grade 2.

3. ONE TIME RETENTION BONUS

The Parties further agree that any full time Regional Dispatcher on the "SALARY SCHEDULE 1D-REGIONAL DISPATCHER" on pay grade 2 and above,² upon execution and ratification of the Memorandum of Agreement, who remains in active working service for 12 months will receive, on the one (1) year anniversary of this Memorandum of Agreement, a one-

¹ Regional Dispatcher I classification shall be reserved for Regional Dispatchers not fully performing certified work.

² Apprentice Regional Dispatchers shall be deemed eligible for the One Time Retention Bonus if they have met the conditions of Item #3 of the Memorandum of Agreement.

time bonus payment of \$2500.00, subject to withholdings and deductions. This provision shall sunset on the one (1) year anniversary date.

4. 12 HOUR SHIFTS

The Parties agree that:

(a) Notwithstanding Special Article 14- SPECIAL 4 AND 2 SCHEDULE; JUST CAUSE RIGHTS – DISPATCHERS, the Communications Director shall schedule Regional Certified Dispatchers on 12 hour shifts. The 12 hour shifts will be scheduled on a 14 day rotating schedule in Groups A and B as follows:

- **GROUP A:** Working three (3) days (Short Week) on Week 1 and four (4) days (Long Week) on Week 2 as follows:
 - Week 1-Sunday, Wednesday, Thursday
 - Week 2-Monday, Tuesday, Friday, Saturday
- **GROUP B:** Working four (4) days (Long Week) on Week 1 and three (3) days (Short Week) on Week 2 as follows:
 - Week 1-Monday, Tuesday, Friday, Saturday
 - Week 2-Sunday, Wednesday, Thursday

(b) Once the Communications Director determines that staffing exceeds minimum staffing levels, the Director may create 8 hour shifts.

(c) Such 8 hour shifts shall be assigned subject to seniority by classification and shall be on the “4 and 2” schedule in accordance with the Special Article 14- SPECIAL 4 AND 2 SCHEDULE; JUST CAUSE RIGHTS – DISPATCHERS.

4A. ADMINISTRATIVE PAY

In each “Short Week”, as described in Paragraph 4, the active Regional Dispatcher will receive four (4) hours of administrative pay at their base hourly rate.

5. VACATION LEAVE

The Parties agree that:

(a) Regional Dispatchers, as of the effective date of the execution and ratification of the Memorandum of Agreement, will continue to have the same hours of vacation leave for each vacation category, notwithstanding being on the 12 hour shift. For example, a Regional Dispatcher with two weeks of vacation leave will continue to have 80 hours of vacation leave.

(b) No Regional Dispatchers will be denied a previously approved vacation as a result of the change over to 12 hour shifts.

6. SICK LEAVE

The Parties further agree that Regional Dispatchers on 12 hour shifts in pay status will continue to accrue 10 hours of sick leave each month.

7. SHIFT DIFFERENTIAL

The Parties agree that:

(a) Effective upon execution and ratification of the Memorandum of Agreement, any Regional Dispatcher who works actual hours on the 12 hour night shift shall receive a flat rate differential of \$1.00/hour for each actual hour worked on such night shift.

(b) Effective upon execution and ratification of the Memorandum of Agreement, any Regional Dispatcher who works overtime on the night shift shall receive a flat rate differential of \$1.50/hour for each actual overtime hour worked on such night shift. There shall not be any pyramiding of overtime.

8. OVERTIME

The Parties agree that:

(a) Effective upon execution and ratification of the Memorandum of Agreement, the pay of Regional Dispatchers on the 12 hour shifts shall be governed exclusively by this Memorandum of Agreement which supersedes any prior Agreements or past practice involving Regional Dispatcher pay on 12 hour shifts.

(b) Notwithstanding Article 7, Section 7.4, Regional Dispatchers on the 12 hour shift shall not be eligible for overtime after 8 hours, but only after 12 hours of actual work.

9. PER DIEM

The Parties agree that:

(a) The City will be permitted to offer shifts, on a per diem basis, to individuals who are not members of the Regional Dispatchers bargaining unit. The City will only do so in the event that all Regional Dispatchers have been offered and have refused an opportunity for voluntary overtime and a member would be forced to work the shift.

(b) The City may continue to use employees, who are not bargaining unit members, from other City departments as per diem Regional Dispatchers. The City will only do so in the event that all Regional Dispatchers have been offered and have refused an opportunity for voluntary overtime and a member would be forced to work the shift.

(c) The City may utilize members of the Communications Department Management as per diem Regional Dispatchers to perform communications and dispatching work. Their per diem rate shall not exceed the maximum overtime rate for Senior Regional Dispatchers.

(d) The Parties agree that this provision of per diem does not constitute an agreement that dispatching work is shared work.

(e) Item 9 is without prejudice and shall have no impact on the City's ability to assign police officers to perform dispatch work as provided in Special Article 13 of the Parties' collective bargaining agreement, which remains in full effect.

(f) Item 9 shall sunset 24 months from the date of the execution of this Memorandum of Agreement.

(g) If the Communications Department is not fully staffed by the 23rd month, the City may reopen the Sunset Clause for negotiations with the Union.

10. RETURNING COMMUNICATIONS EMPLOYEES

The Parties agree that:

Effective upon the execution and ratification of the Memorandum of Agreement, former Regional Dispatchers returning within one (1) year of their departure date and, who are fully certified, may be restored to the same Pay Grade, Step, and vacation leave level they had prior to their employment separation with the City.

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: 10-19-22

By: 

Mark D'Angelo, Union Negotiator

Dated: 10-18-22

RATIFIED:

LOCAL 495, NAGE, SEIU

By: 

Sean Maher, President

Dated: 10-19-22

CITY OF WORCESTER

By: 

D. M. Moschos, Esq., Special Counsel

Dated: 12/13/2022

RATIFIED:

CITY OF WORCESTER

By: 

Eric D. Batista, Acting City Manager

Dated: 11/8/22