

AGREEMENT

BETWEEN

CITY OF WORCESTER

AND

LOCAL 495, NAGE

SERVICE EMPLOYEES INTERNATIONAL UNION

**2010 - 2013**

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Amendment #2 to Memorandum  
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Agreement Relative to  
Asphalt Rakers

Memorandum of Agreement  
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2. Clarifying Article 31  
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4. Cariglia (11/19/80)
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SCHEDULE A

LEAVE ORDINANCE

SALARY SCHEDULES

## PREFIX

### REPRESENTATION

1. In accordance with the decisions of the Massachusetts Labor Relations Commission, Case No. MCR-2686, dated October 18, 1978, and May 31, 1979, and the certification by the Massachusetts Labor Relations Commission in the same case dated January 22, 1979, the City recognizes the Union as the exclusive bargaining agent for employees appointed to the departmental job classifications set forth in the Appendix attached hereto, and excluding all other job classifications and employees.

2. This recognition specifically excludes seasonal and part time employees who work a regular or irregular schedule of less than twenty (20) hours per week, CETA employees, and employees who are assigned from the Human Resources office temporary employment account commonly known as the Personnel Pool.

3. The City reserves the right to introduce new job classifications and the rates to be paid with respect to them during the term of this Agreement.

4. The City agrees that a change in title only, pursuant to a decision of the State Human Resources Division or the Civil Service Commission, of any job classification set forth in the Appendix attached hereto, shall not affect the inclusion of that job classification in the bargaining unit.

5. The City agrees to notify the Union of the creation of new classifications which are similar to existing titles in the recognition clause involving departments having employees represented by the Union. If the Union requests, the City agrees to bargain over the inclusion in the recognition clause of those new classifications similar to existing titles presently in the recognition

clause involving departments having employees represented by the Union; provided, however, the bargaining shall be limited only to changes in the recognition lists in the PREFIX and the contract shall not be otherwise reopened or any article negotiated under any circumstances.



A. UNIT I<sup>1</sup>

DEPARTMENT OF PUBLIC WORKS

Asphalt Raker - flat

Blacksmith - no p.g.

Building Custodian - p.g. 25

Cabinet Maker - p.g. 28

Carpenter - p.g. 29

Carpenter's Helper - no. p.g.

Cement Finisher - no p.g.

Construction Handyman - p.g. 26

Curb Setter - no p.g.

Foreman of Motor Equipment Repairs - p.g. 36

Highway Maintenance Man - no p.g.

Incinerator Foreman - p.g. 36

Incinerator Maintenance Man - p.g. 27

Laborer-Watchman - p.g. 24

Machinist - no p.g.

Mason - no p.g.

Motor Equipment Operator, Gr. 1 - flat

Motor Equipment Operator, Gr. 3 - flat

Motor Equipment Operator Repairman - p.g. 30

Painter - p.g. 27

Plumber - p.g. 32

Public Works Foreman - p.g. 34

Public Works Inspector Foreman - p.g. 36

Public Works Laborer - p.g. 24

Public Works Maintenance - Craftsman - p.g. 30

Public Works Maintenance Man - p.g. 26

Pumping Station Operation - p.g. 30

Reservoir Caretaker - no p.g.

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<sup>1</sup> Pay grades listed for informational purposes only.

Sanitation Foreman - p.g. 31  
Sanitation Laborer - p.g. 26  
Second Class Steam Fireman - p.g. 29  
Security Guard - p.g. 01  
Sewage Pumping Station Operator - p.g. 28  
Sewage Treatment Plant Foreman - p.g. 31  
Sewage Treatment Plant Maintenance Man - p.g. 26  
Sewer Foreman - p.g. 31  
Sewer Maintenance Man - p.g. 26  
Stonecutter - no p.g.  
Street Foreman - p.g. 31  
Toolkeeper - p.g. 25  
Watchman - p.g. 22  
Water Meter Repairman - p.g. 26  
Water System Foreman - p.g. 31  
Water System Maintenance Man - p.g. 26  
Welder - no p.g.  
Working Foreman Cabinet Maker - p.g. 33  
Working Foreman Mason - no p.g.  
Working Foreman Motor Equip Repairman - p.g. 34  
Working Foreman Public Works Laborer - p.g. 26  
Working Foreman Public Works Maint Craftsman - p.g. 31  
Working Foreman Public Works Maint Man - p.g. 30  
Working Foreman Sanitation Laborer - p.g. 28  
Working Foreman Sewer System Maint Man - p.g. 27  
Working Foreman Water Meter Repairman - no p.g.  
Working Foreman Water System Maint Man - p.g. 27

#### TRAFFIC ENGINEERING DIVISION

Painter - p.g. 27  
Parking Meter Maintenance Man - p.g. 26  
Parking Meter Supervisors - p.g. 22

Signal Maintainer - p.g. 31  
Sign Painter and Letterer - p.g. 27

Traffic Foreman - p.g. 34  
Traffic Laborer - p.g. 24  
Traffic Maintenance Man - p.g. 26

Working Foreman Traffic Maintenance Man - p.g. 29

## CODE INSPECTION

Carpenter - p.g. 29

Plumber - p.g. 32

Public Works Maintenance Craftsman - p.g. 30

Working Foreman Cabinetmaker - p.g. 33

Working Foreman Carpenter - p.g. 31

Working Foreman Construction Craftsman (when assigned) - p.g. 31

## PUBLIC HEALTH

Building Custodian - p.g. 25

## HOPE CEMETERY<sup>2</sup>

Cemetery Laborer - p.g. 24

Cemetery Maintenance Man - p.g. 26

Gardener - p.g. 25

Working Foreman Cemetery Maint Man - p.g. 29

## WORCESTER PUBLIC LIBRARY

Building Custodian - p.g. 25

House Worker (Cleaner) - p.g. 17

Senior Building Custodian - p.g. 30

## PARKS AND RECREATION

Carpenter - p.g. 29

Construction Craftsman - p.g. 31

Electrician - p.g. 32

Forestry Foreman - p.g. 34

Head Zoo Keeper - p.g. 29

House Worker (Cleaner) - p.g. 17

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<sup>2</sup> Part of the Parks, Recreation and Cemetery Department.

Motor Equipment Operator, Grade 1 - flat  
Motor Equipment Operator, Grade 3 - flat  
Park Caretaker - p.g. 27  
Park Foreman - p.g. 34  
Park Laborer - p.g. 24  
Park Maintenance Man - p.g. 26

Tree Climber - p.g. 26  
Tree Climber and Surgeon - p.g. 26  
Tool Keeper - p.g. 25

Working Foreman - Carpenter - pg. 31  
Working Foreman - Park Laborer - p.g. 26

Zoo Caretaker - p.g. 26

#### WORCESTER MUNICIPAL AIRPORT (JAMES D. O'BRIEN FIELD)

Airport Building Custodian - p.g. 25  
Airport Laborer - p.g. 24  
Airport Maintenance Man - p.g. 26  
Airport Working Foreman Maint Man - p.g. 27

Painter - p.g. 27

Security Guard and Crash Crewman - p.g. 02

Parking Lot Attendants - p.g. 24

#### WORCESTER POLICE DEPARTMENT

Building Custodian - p.g. 25

Motor Equipment Repairman - p.g. 29

Police Detention Attendant - p.g. 21

Senior Building Custodian - p.g. 30

Working Foreman Motor Equipment Repairman - p.g. 32

## B. UNIT II<sup>1</sup>

### PUBLIC WORKS DEPARTMENT

Accountant - p.g. 30

Assistant Civil Engineer, Grade 4 - p.g. 41

Assistant Storekeeper - p.g. 25

Chemist - p.g. 36

Draftsman - p.g. 31

Head Water Service Inspector - p.g. 32

Junior Civil Engineer, Grade 3 - p.g. 37

Junior Engineering Aide, Grade 1 - p.g. 25

Public Works Foreman and Inspector - p.g. 36

Senior Civil Engineer, Grade 5 - p.g. 44

Senior Draftsman - p.g. 34

Senior Engineering Aide, Grade 2 - p.g. 33

Senior Storekeeper - p.g. 28

Storekeeper - p.g. 26

Water Service Inspector - p.g. 26

### TRAFFIC ENGINEERING DIVISION

Assistant Civil Engineer, Grade 4 - p.g. 41

Assistant Traffic Engineer, Grade 4 - p.g. 41

Junior Civil Engineer, Grade 3 - p.g. 37

Junior Engineering Aide, Grade 1 - p.g. 25

Junior Traffic Engineer, Grade 3 - p.g. 37

Senior Civil Engineer, Grade 5 - p.g. 44

Senior Engineering Aide, Grade 2 - p.g. 33

Senior Traffic Engineer, Grade 5 - p.g. 44

Senior Traffic Engineering Aide, Grade 2 - p.g. 33

## PARKS AND RECREATION

Clerk and Stenographer - p.g. 19

Clerk and Typist - p.g. 17

Principal Bookkeeper - p.g. 26

Principal Clerk - p.g. 26

Principal Clerk and Typist - p.g. 26

Senior Clerk and Typist - p.g. 21

Storekeeper - p.g. 24

## PUBLIC HEALTH

Air Pollution Control Inspector - p.g. 31

Assistant Civil Engineer, Grade 4 - p.g. 39

Assistant Dog Officer - p.g. 27

Assistant Dog Officer, I - pg. 29

Environmental Aide - p.g. 20

Health Educator (Rodent Control) - p.g. 32

Junior Civil Engineer, Grade 3 - p.g. 34

Laboratory Technicians - p.g. 26

Principal Sanitarian - p.g. 36

Sanitary Inspector - p.g. 31

Senior Air Pollution Control Inspector - p.g. 34

Senior Sanitarian - p.g. 33

## WEIGHTS AND MEASURES<sup>3</sup>

Deputy Sealer of Weights and Measures - p.g. 32

## WORCESTER PUBLIC LIBRARY

Bookkeeper - p.g. 21

Bookmobile Operator - p.g. 27

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<sup>3</sup> Part of the Public Health Department.

Clerk - p.g. 16  
Clerk-Stenographer - p.g. 19  
Clerk-Typist (aide) - p.g. 17  
Clerk-Typist and Stenographer - p.g. 19

Data Entry Operator - p.g. 19

Graduate Librarian, Grade 1 - p.g. 31  
Graduate Librarian, Grade 2 - p.g. 36  
Graduate Librarian, Grade 3 - p.g. 37  
Graduate Librarian, Grade 4 - p.g. 40  
Graduate Librarian, Grade 5 - p.g. 41

Librarian, Grade 1 - p.g. 21  
Librarian, Grade 1A - p.g. 23  
Librarian, Grade 2 - p.g. 25  
Librarian, Grade 2A - p.g. 26  
Librarian, Grade 3 - p.g. 29  
Librarian, Grade 4 - p.g. 31

Offset Duplicating Machine Operator - p.g. 27

Principal Bookkeeper - p.g. 26  
Principal Clerk - p.g. 26

Senior Bookkeeper - p.g. 23  
Senior Clerk - p.g. 21  
Senior Clerk-Stenographer - p.g. 23  
Senior Clerk-Typist - p.g. 21  
Senior Data Entry Operator - p.g. 21  
Statistical Machine Operator - p.g. 23

Telephone Operator - p.g. 21

The following Public Library positions are excluded from Unit II:

Administrative Assistant, Grade 8

Graduate Librarians, Grades 6 and 7

Head Librarian

Librarians, Grade 1 and 2, where position is authorized for duration of Printing Service Grant only;  
Librarians, Grades 3 and 4, in charge of inter-library loan Section and branch libraries.

Pages

Human Resources Office - Personnel Pool employees and seasonal employees.

Principal Clerk, acting as secretary to the Head Librarian.

Secretary to Regional Administrator

All other employees of the Worcester Public Library.

CODE INSPECTION

Building Inspector - p.g. 35

Code Enforcement Inspector - p.g. 31

Elevator Inspector - p.g. 35

Plumbing and Gasfitting Inspector - p.g. 35

Principal Code Enforcement Inspector - p.g. 36

Senior Building Inspector - p.g. 35

Senior Code Enforcement Inspector - p.g. 33

Senior Plumbing and Gasfitting Inspector - p.g. 39

Senior Wire Inspector - p.g. 37

Wire Inspector - p.g. 35



C. UNIT III<sup>1</sup>

COMMUNICATIONS DEPARTMENT

Dispatcher - p.g. 26

Senior Dispatcher - p.g. 29

## ARTICLE 1 AGREEMENT

This Agreement made and entered into at Worcester, Massachusetts, pursuant to the provisions of General Laws Chapter 150E, as amended, by and between the City of Worcester, a municipal corporation, hereinafter referred to as the “City” or “municipal employer” and Local 495, NAGE, S.E.I.U., AFL-CIO, hereinafter referred to as the “Union”.

It is mutually agreed that both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment.

It is further acknowledged that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment.

It is intended that the following agreement shall be an implementation of the provisions of the Massachusetts statutes, and consistent with that legislative authority which devolves upon the City of Worcester, and insofar as applicable, the rules and regulations relating to or promulgated by the Civil Service Commission or the Retirement Board.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any department or agency of the City government which are expressly provided for by state statute, City charter, or ordinances of the City of Worcester, except as expressly limited herein.

## ARTICLE 2 AGENCY SERVICE FEE

1. Effective the thirtieth day following the beginning of employment, each employee of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this Agreement to the Union in an amount consistent with the costs of contract administration and grievance arbitration provided, however, that such fee shall not exceed \$35.00 per month.

2. The Union agrees to indemnify and save the City harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the City Treasurer as may be required by said City Treasurer under G.L. c. 180 §17G.

3. Any authorization for deduction of the agency service fee shall be on a form acceptable to the Employer and shall contain the following sentence: "I agree to indemnify and save the City harmless against any and all forms of liability arising out of the deduction of money for agency service fee from my pay."

4. This article shall not apply to any employee who has authorized the City Treasurer to deduct Union dues under Article 3 of this agreement.

5. No action by the City shall be considered against any employee of the bargaining unit for failure to meet his agency service fee obligations unless and until the Union certifies in writing to the City that said employee has not met the obligation imposed by this article.

6. It is understood by the City and the Union that deduction of the agency service fee shall be made by the City through its Treasurer only during the existence of an executed agreement between the City and the Union.

7. The City and the Union agree to share equally the cost of a hearing officer or arbitrator in termination of employment cases arising under this contract article.

8. The City will provide the Union monthly a bargaining unit membership list starting with the execution of this contract.

9. The City's Human Resources Department will notify the Union when an employee is hired who is eligible for membership in the bargaining unit.

ARTICLE 3 UNION SECURITY - DUES CHECK-OFF

The City shall, for the duration of this agreement, deduct regular Union dues each week from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union.

The authorization for Union dues shall be on a form acceptable to the Employer and shall contain the following sentence: "I agree to indemnify and save the City harmless against all forms of liability arising out of the deduction of money for Union dues from my pay."

#### ARTICLE 4 MANAGEMENT RIGHTS

In the interpretation of this Agreement, the City shall not be deemed to have been limited in any way in the exercise of the regular and customary functions of municipal management or governmental authority and shall be deemed to have retained and reserved unto itself all the powers, authority and prerogatives of municipal management or governmental authority including, but not limited to, the following examples: the operation and direction of the affairs of the departments in all of their various aspects; the determination of the level of services to be provided; the direction, control, supervision and evaluation of the employees; the determination of employee classifications; the determination and interpretation of job descriptions, but not including substantive changes; the planning, determination, direction and control of all the operations and services of the departments (and their units and programs); the increase, diminishment, change or discontinuation of operations in whole or in part; the institution of technological changes or the revising of processes, systems or equipment; the alteration, addition or elimination of existing methods, equipment, facilities or programs; the determination of the methods, means, location, organization, number and training of personnel of the departments, or its units or programs; the assignment and transfer of employees; the scheduling and enforcement of working hours; the assignment of overtime; the determination of whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called; the determination of whether goods should be made, leased, contracted or purchased on either a temporary or a permanent basis; the hiring, appointment, promotion, demotion, suspension, discipline, discharge, or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reason; the making, implementation, amendment, and enforcement

of such rules, regulations, operating and administrative procedures from time to time as the City deems necessary; and the power to make appropriation of funds; except to the extent abridged by a specific provision of this Agreement or law.

The rights of management under this article and not abridged shall not be subject to submission to the arbitration procedure established in Article 11 herein.

Nothing in this article shall be interpreted or deemed to limit or deny any rights of management provided the City bylaw.

## ARTICLE 5 STRIKE OR LOCKOUT

No strike: It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, sympathy strike, work slowdown, withholding on a concerted basis overtime services, refusal to perform in whole or in part any of the duties of employment, however established, work-to-rule, refusal to cross any picket line in the performance of the duties of employment or in traveling to and from the job situs, or any other job action of any kind. No employee shall cause or take part in any strike, work stoppage, work slowdown, withholding of overtime services on a concerted basis, refusal to perform in whole or in part the duties of employment, however established, work-to-rule, refusal to cross any picket line in the performance of the duties of employment or in traveling to or from the job situs, sick out, or any other job action of any kind.

The City of Worcester agrees it shall not compel employees covered by this Agreement to cross any picket line that may be established on or around premises, other than City premises, and the Union, realizing the City's obligation to maintain uninterrupted service, will attempt to obtain permission from the striking union for safe passage through such picket line.

No lockout: The City agrees that it will not lockout employees, nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of City services.



## ARTICLE 6

### 1. UNION REPRESENTATIVES

The Union shall furnish a written list of Union stewards and other representatives immediately after their designation and the Union shall notify the City of any changes.

(a) The Union shall be represented in each bargaining unit as follows: in the ratio of not to exceed one steward for each seventy-five (75) employees covered by this Agreement, provided however, in case of absence of the designated steward, the Executive Vice President of the Union employed in the department shall be recognized as an alternate steward for the period of the absence of the regular steward. The Union may designate the Executive Vice President of the Union or any other officer of the Union employed in the department as the primary steward. Provided further, if a department created by ordinance of the City has fewer than seventy-five (75) employees covered by this agreement, the City will recognize one steward for that department. The above provisions regarding one steward in a department created by ordinance which has fewer than 75 employees is the sole exception to the employee steward ratio provision of 75:1.

(b) Stewards who lose time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such time lost, up to a maximum of thirty (30) minutes per grievance, but not to exceed a total of three (3) hours per week, provided however, that whenever the steward for a department is required in handling departmental grievances to be present at a location of the department other than that in which he is assigned, the time for handling the grievance shall commence upon his arrival at that location and end upon his departure therefrom, so long as such steward has traveled to and from such location by the most direct means possible.

(c) Stewards will be permitted to leave their work, after reporting to their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the Grievance Procedure and for reporting to the grievant a change in the status of his grievance.

(d) No one shall be eligible to serve as a steward unless he has been an employee for one (1) year. However, if the Union is unable to recruit a steward with more than one (1) year of service, then the Union may submit the name of a person as an acting steward for consideration by the City providing said person has more than six (6) months of service with the City.

(e) The stewards shall work at their regular work during the first hour of their respective shifts and shall report to their respective supervisor immediately after lunch. Stewards shall enter and remain in the department only on their respective shifts unless otherwise agreed to by the department head.

(f) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound labor relations between the employees and the municipal employer.

(g) The provision for stewards to leave their work during working hours without loss of pay is based on the understanding that the time will be devoted to the prompt handling of legitimate grievances or other legitimate representation functions, and that the stewards will continue to work at the normal assignments at other times. The City reserves the right to stop paying for time that stewards or representatives spend in conferences with the management during regularly scheduled working hours if, in the City's judgment, the privilege is being abused.

(h) Stewards and representatives will be considered on a regular eight (8) hour shift as far as grievance pay is concerned and under no circumstances shall overtime be accrued.

(i) The collection of dues or assessments and solicitation of membership and consultation about Union affairs shall be restricted to non-working hours.

(j) The City will authorize one (1) employee from the Department of Public Works night operations to attend the monthly membership meetings of the Union. This release time shall only cover the time involved in the meeting and reasonable transportation time to and from the meeting. This authorization shall not be granted an employee who is the only employee available on such shift or during emergencies.

2. UNION BUSINESS AGENT LEAVE OF ABSENCE

Upon receipt of written notification that a bargaining unit employee has been elected President or appointed union Business Agent of Local 495, S.E.I.U., the City Manager may in his discretion grant a two (2) year leave of absence without pay to such employee.

While such employee is on an authorized leave of absence for such purpose, he/she will be allowed to participate at his/her expense in the City's insurance program in the same manner as other employees in authorized leave of absence without pay status.

## ARTICLE 7 EMPLOYEE BENEFITS

### Wages, Fringe Benefits and Working Conditions

The wages, fringe benefits and working conditions for employees covered by this agreement shall be in accordance with the current ordinances from time to time passed by the Worcester City Council, provided however, in accordance with G.L. c. 150E, §7, this contract shall prevail over any conflicting personnel ordinance or a personnel rule(s) or regulation(s).

Prior to the submission of any recommendations for changes in ordinances affecting the wages, fringe benefits, or working conditions of employees covered by this agreement, the City Manager will negotiate with the Union and attempt to reach agreement on such changes; if so reached, such agreement will be reported to the City Council for appropriate action. If such negotiations fail to result in agreement, the provisions of the current ordinances or resolutions shall continue to apply, provided however, in accordance with G.L. c. 150E, §7, this contract shall prevail over any conflicting personnel ordinance or a personnel rule(s) or regulation(s).

## ARTICLE 8 WAGES

1. The wages for all employees in the collective bargaining units covered by this contract shall be in accordance with paragraph 2 below.

In consideration of the increases in wages and benefits provided in this agreement, the Union for itself and the employees represented by it, agrees as follows:

That it will cooperate with the City and support the City's efforts to assure a full day's work from each employee.

That it will cooperate with the City and support the City's efforts to actively combat absenteeism and tardiness.

That it will cooperate with the City and support the City's efforts to eliminate waste, conserve materials and equipment, improve quality of workmanship, and promote maximum efficiency in work production and performance.

That it will cooperate with the City and support the City's efforts to end all other practices which obstruct efficient municipal services.

2. a) The parties agree that the wages paid to the employees covered by this agreement shall be in accordance with the Salary Ordinance of August 20, 1996, as amended, and the following adjustments shall be made effective on the date indicated, subject to City Council appropriation of funds:

Effective July 1, 2010, the City shall provide a zero percent (0%) base wage increase for actual service.

Effective July 1, 2011, the City shall provide a three-hundred dollar (\$300.00) base wage increase for actual service.

Effective July 1, 2012, the City shall provide a two percent (2%) base wage increase for actual service.

Effective January 1, 2013, the City shall provide a one percent (1%) base wage increase for actual service.

b) Effective July 1, 2001, the parties agree to establish a new eight-step pay schedule for Code and Health Inspectors as contained in Salary Schedule 6. The new pay schedule will not apply to inspectors in the Weights and Measures Unit.

c) Employees who have left the service of the City for any reason, except retirement, prior to the execution date of the Memorandum of Agreement (*August 30, 2006*) shall not be paid any retroactive pay. Only those employees who are on the payroll on *August 30, 2006*, including those on worker's compensation status, authorized sick leave without pay, maternity leave or Union leave, shall be eligible for retroactive pay for actual service. Persons who have retired prior to *August 30, 2006* shall be eligible for retroactive pay for actual service.

3. Reserve for future use.

4. *The parties agree that, if the clerical classifications in the other City bargaining units are regraded higher than the gradings in the Local 495 unit, the Union may reopen negotiations for regrading of the clerical classifications. Such reopener shall not affect or reopen any other provision of this agreement.*

**ARTICLE 8A – HIRING STEP ADJUSTMENT**

(a) In consideration of establishing a new hiring step (1A) at 3.5% lower than the existing Step 1, the City shall provide a three-quarter percent (.75%) base wage increase for actual service to existing Steps 1 – 6 (Steps 1 – 8 for professionals and inspectors), effective October 1, 2006

(b) In consideration of establishing a new hiring step (1B) at 3.5% lower than the existing Step 1A, the City shall provide a three-quarter percent (.75%) base wage increase for actual service to existing Steps 1 – 6 (Steps 1 – 8 for professionals and inspectors) effective July 1, 2007.

(c) In consideration of establishing a new hiring step (1C) at 3.5% lower than the existing Step 1B, the City shall provide a three-quarter percent (.75%) base wage increase for actual service to existing Steps 1 – 6 (Steps 1 – 8 for professionals and inspectors) effective July 1, 2008.

## ARTICLE 9 HEALTH INSURANCE

(a)<sup>4</sup> through (e)(1) *Reserved*

(e)(2) **Blue Cross/Blue Shield Master Medical Plan** ( The City offers the Blue Cross/Blue Shield Master Medical Plan to employees not in the geographic area of the Blue Cross/Blue Shield Health Flex or Fallon Plans.).

Effective January 1, 2006, the City's contribution rate for the Blue Cross/Blue Shield Master Medical Plan shall be set at 60% and the subscribing employees shall pay the remaining 40% of the Master Medical premium.

(e)(3) *Reserved*.

**(e)(4) All Health Plans (Other than Blue Cross/Blue Master Medical Plan)**<sup>5</sup>

(i) Notwithstanding anything to the contrary, effective July 1, 2006, for all employees hired **before** July 1, 2006, the City's premium contribution rate towards all health plans (other than Master Medical) shall be set at 80% and the subscribing employee shall pay the remaining 20% of all health plans (other than Master Medical).

(ii) The City's premium contribution rate for active employees hired **on or after** July 1, 2006 for all health plans (other than Master Medical) shall be set at 75% and the subscribing employee shall pay the remaining 25% for all health plans (other than Master Medical).

(iii) Notwithstanding sub-sections (e)(4)(i) and (ii) above, effective July 1, 2009, for all employees the City's premium contribution rate towards all health plans (other than Master

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<sup>4</sup> On November 20, 1973, the City accepted Sections §7A and 9E of Chapter 32B of the General Laws permitting the City to contribute more than 50% of Blue Cross-Blue Shield premiums.

<sup>5</sup> Effective August 1, 1988, the City substituted Blue Cross/Blue Shield Master Health and Master Health Plus for its Blue Cross/Blue Shield Master Medical.

Effective July 1, 1995, the City changed to Blue Cross/Blue Shield Health Flex/Point of Service Plan from the City's Master Health Plus and Master Medical Plans.

Effective July 1, 1995, the City dropped the Central Massachusetts Health Care Plan. Employees were required to enroll in either the Fallon Plan or the Blue Cross/Blue Shield Health Flex Plan, if the employees wanted to participate in the City's health insurance program.



Medical ) shall be set at 75% and the subscribing employee shall pay the remaining 25% for all health plans (other than Master Medical).

**(f) Part-Time Employees.** The City may establish unilaterally the minimum weekly hours of work part time employees need to have in order to qualify for Blue Cross-Blue Shield benefits, and may from time to time change the minimum weekly hours, but such minimum shall not exceed 31 hours, 59 minutes per week; provided, however, no part time employee in the bargaining unit who was employed on March 9, 1982, shall be denied such benefits.

**(g) Substitution of Health Insurance Carrier.** Whereas it is in the best interest of the employee and employer to obtain health insurance at the lowest possible cost, the City may, upon 60 days notice to the union, substitute another major medical insurance carrier for Blue Cross/Blue Shield, whenever a determination has been made by the City that it is able to obtain health insurance coverage equivalent to that presently provided by Blue Cross/Blue Shield at lower cost from another provider.

**(h) Payment for Hospitalization.** The City and the insurance carrier, including self-insurance carrier (“the carrier”), will not provide payment for hospitalizations, unless the following conditions are met by the employee and his doctor:

(i) **Pre-admission review.** All inpatient admissions for non-emergency, non-maternity care shall be reviewed and approved by the carrier for medical necessity before the employee is admitted to the hospital.

(ii) Concurrent review. The carrier shall be allowed to monitor the patient's care during hospitalization and to determine the length of appropriate hospitalization subject to reimbursement.

(iii) Discharge planning. The carrier shall be allowed to coordinate with the hospital a continued course of treatment for the patient in the appropriate health care setting, including but not limited to a skilled nursing care facility or home.

(iv) Second surgical opinion. Whenever an employee has made a determination to undergo elective or non-emergency surgery, the cost of which would be reimbursed by the carrier, said employee may be required by the carrier to first obtain a second opinion from a qualified physician prior to undergoing the surgery. (The second opinion will be advisory only and would be paid for by the carrier.)

These procedure(s) outlined in this Section shall not go into effect until the City notifies the Union that the carrier is ready to implement said procedures. Procedures may be implemented by the carrier on an individual or complete basis.

(i) **Payroll Deduction.** The City may deduct from an employee's pay check for its advance of the first month of health insurance premium due from an employee.

(j) **Flexible Benefits Plan.** The members of the collective bargaining unit shall be permitted to participate in the City's Flexible Benefits Plan (Section 125) (the "Flexible Benefits Plan") in accordance with and subject to the Flexible Benefits Plan's provisions and requirements.

(i) The City reserves the right to change the benefits in the Flexible Benefits Plan without notice to or bargaining with the Union.

(ii) Implementation of such participation shall be in accordance with the Flexible Benefits Plan.

## ARTICLE 10 SENIORITY

1. Seniority shall be defined as meaning the length of service from the date of appointment under G.L. c. 31, in the respective bargaining unit for vacation purposes. Whenever practicable, vacations will be given at the time most desired by the employee, who will be permitted to indicate his choice by order of seniority provided he does so by May 1 in each vacation leave year. The City and head of each department, however, reserve the right to schedule vacations in the current leave year at such time as in their opinion will cause the least interference with the performance of the regular work.

2. Subject to the provisions of Article 31, preference in assignment to work shifts and to motor equipment operator (Grades 3A, 3B, 3C and 3D, if qualified) will be made in accordance with seniority as defined herein.

3. It is understood by both parties to this Agreement that the present practice regarding rotating shifts (including those at the Worcester Public Library) shall continue notwithstanding the provisions contained herein.

## ARTICLE 11 GRIEVANCE PROCEDURE

1. For purposes of this Article, a grievance shall be defined to be an actual dispute arising as a result of the application or interpretation of the express terms of this contract, Chapter 3 (the Leave Ordinance) and Appendix C (the Salary Ordinance) of the Revised Ordinances of the City of Worcester, 1996, providing, however, that any matter under the jurisdiction of the Civil Service Commission or the Worcester Retirement Board, any matter involving the purported exercise of management rights (Article 4 of this contract), supervisory orders or any matter reserved to the discretion of the City by the terms of this Agreement shall not be subject to this grievance procedure nor construed as being grievable. Any matter which occurred or failed to occur prior to the date of this Agreement shall not be a proper subject for binding arbitration. Grievances shall not be entertained if the cause occurred more than thirty actual working days of the employee prior to the initiation of the procedures set forth in this Article. If the Union or an employee brings a matter before the Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, or the Worcester Human Rights Commission, the Union or employee who files the action shall, simultaneous to the filing with the agency, notify the City of the filing and of the agency before which the matter is being brought. The parties agree that any decision of the arbitrator in a grievance between the City and the Union or an employee shall be admissible in any subsequent proceeding between the City and the Union or employee involving the same matter.

1.a. For the purposes of disciplinary grievances only, non-civil service employees with one year of full time service, as authorized by the contract, or civil service employees who seek review of disciplinary measures through the grievance procedure rather than by the provision of

Chapter 31, shall have their disciplinary grievances initiated at the City Manager level. All other grievances shall be brought in accordance with the provisions of this article.

2.a. An aggrieved employee or employees, or his or their Union acting in his or their behalf, should explain the situation orally to the employee's or employees' immediate supervisor within two working days of the occurrence of the aggrieved action, or within two working days after employee became aware or should have reasonably become aware of the matter out of which the grievance arose.<sup>6</sup>

b. The supervisor, either alone or in consultation with his superiors, shall reach a decision and communicate it to the employee within two working days of the presentation to him of the complaint.

c. If the oral disposition of the immediate supervisor is not satisfactory to the employee or Union, he or the Union must reduce the grievance to writing specifying all pertinent details of the situation from which the grievance evolved, together with the specific remedy sought. Additional unrelated issues may not be raised at any subsequent step unless agreed upon by both parties in writing. The written grievance should then be submitted to the employee's "unit chief" within three working days of receipt of the oral disposition.

d. The unit chief must make a written disposition within five working days of the receipt of the written initiation to the employee and the Union.

e. If the grievance remains unresolved to the satisfaction of the employee, he or the Union may file within five working days of the receipt of the disposition of the unit chief a separate written appeal to his department head.

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<sup>6</sup> Hereafter, the singular shall be deemed to include the plural and masculine shall be deemed to include feminine and plural.

f. The department head shall take such actions as he may require, to obtain all relevant information on the substance of the grievance and the language of the contract or ordinance involved. If the employee is to be interviewed, the Union shall be notified prior to the interview and shall have the right to be present at the interview.

g. Within five working days of the receipt of the appeal from the employee or Union, the department head shall render a written decision on the matter and shall communicate the same to the employee, Union, the unit chief and the City Manager or his designated representative.

h. If the employee or Union remains unsatisfied with the disposition of his complaint at the department head level, the employee or the Union may, within five working days of the issuance of the department head's opinion, submit a separate written appeal to the City Manager or his designated representative.

i. The City Manager, or his designated representative, shall have the authority to take such actions as he may deem advantageous, to obtain all relevant information concerning the substance of the grievance including, by way of example and not of limitation, the scheduling of a hearing at which the employee and the Union may appear and participate. The City Manager or his designated representative shall have thirty (30) days to render a written decision on the matter and shall communicate the same to the employee and the Union, 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. If the employee is to be interviewed, the Union shall be notified prior to the interview and shall have the right to be present at the interview.

j. If the employee or the Union is not satisfied with the disposition of the case at this level, the Union may, within five (5) working days, petition for a hearing of the grievance before an impartial arbitrator of the State Board of Conciliation and Arbitration in accordance with their labor arbitration rules.

k. Time limitations may be waived only by agreement of the parties; if there is no appeal to the next authority within the specified limits, the grievance will be conclusively presumed to have been settled. Failure to prosecute at any stage will have the effect of nullifying the grievance. In counting days, the day of receipt or occurrence specified shall not be counted. "Working days" shall mean those non-overtime days that most regularly scheduled office employees of the City work, i.e., Monday through Friday of every week, excluding holidays, and shall not be construed to mean those days that the employee is scheduled to perform his duties.

l. Inaction or failure to render a written decision on the part of the management within the time specified shall be considered a denial of the grievance. The employee or Union may file an appeal within the specified time frame from the working day after the disposition was due.

m. Any management representative may remand the grievance to any lower level for full and complete examination. Such remand will not affect the existing time limits.

n. Should more information be required to dispose of the case than is currently available to any management person in the procedure, the City shall have the right to require the employee and Union to answer a reasonable number of written questions. The time limits specified in this procedure shall be suspended until receipt by the management representative of the answered questions. The Union may directly appeal to the arbitrator the necessity of answering any question.

The arbitrator shall have the final power to strike any question that is irrelevant to the grievance or is not proper.

o. The employee or Union shall have reasonable access to public information, in accordance with the Massachusetts General Laws, c. 66, Section 10, for proper investigation of the merit of the grievance. The employee or Union shall have the reasonable right to call necessary witnesses subject to the operational and staff needs of the City as determined by the department head, and to have himself and them excused from duty for the hearing before the arbitrator. No grievant, steward, representative or agent of the Union, nor any witnesses called, shall receive compensation from the City for those hours spent in connection with any activity under this Article or hearing of any grievance, except as provided herein or in Article 6, Union Representatives. For the hearing before an arbitrator or City Manager or his representative, the employee or authorized witnesses shall be excused from duty, and he shall receive his regular pay for those hours. In no event will overtime compensation be paid for hours spent in connection with any activity under this Article.

3.a. If the City feels that it is aggrieved by a Union interpretation or application of this contract, or action claimed to be under the contract or Chapter 3 or Appendix C, it may submit a written grievance to the President of the Union.

b. From the date of receipt of said grievance, the representative of the Union shall issue a response in writing within ten working days.

c. If this response does not settle the grievance to the satisfaction of the City, the City shall have the right to appeal to an impartial arbitrator of the State Board of Conciliation and Arbitration in accordance with their labor arbitration rules, within five working days.



d. The parties may by agreement extend the time limits involved herein. If there is no appeal to the next step within the time frame specified, the grievance will be conclusively presumed to have been settled.

e. Should the Union require more information to answer the grievance, it shall have the right to require the City to answer a reasonable number of questions. The time limitation for answering the grievance shall be suspended until receipt of the answered questions by the Local. The City may directly appeal to the arbitrator the necessity for answering any questions. The Arbitrator shall have the final power to strike any question that is irrelevant to the grievance or is not proper.

f. If no answer is received to a grievance by the City, the City may consider that the grievance was denied upon the last permissible day, and may file an appeal within five working days to the State Board of Conciliation and Arbitration in accordance with their labor arbitration rules.

4. The expenses of the arbitrator shall be borne equally by the parties to any arbitration. Tape recordings or stenographic record shall be kept of the arbitrator's hearings at the request of either party. The arbitrator will certify typed transcripts from taped recordings for any party submitting typed transcripts to him. Certification expenses are to be borne entirely by the requesting party.

5. The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:

a. The arbitrator shall make no award for grievances initiated prior to the effective date of this Article.

b. The arbitrator shall have no power to add to, subtract from, or modify this contract or the rules and regulations of the City and the Charter, Ordinances and Statutes concerning the City, either actually or effectively.

c. The arbitrator shall only interpret such items and determine such issues as may be submitted to him by the written agreement of the parties.

d. Grievances may be settled without precedent at any stage of the procedure until the issuance of a final award by the arbitrator.

e. Appeal may be taken from the award to the Worcester Superior Court as provided for in paragraph 6.

6. Appeal from the arbitrator's award may be made to Superior Court on any of the following bases, and said award will be vacated and another arbitrator shall be appointed by the Court to determine the merits if:

a. The award was procured by corruption, fraud, or other undue means;

b. There was evident partiality by an arbitrator, appointed as a neutral, or corruption by the arbitrator, or misconduct prejudicing the rights of any party;

c. The arbitrator exceeded his powers by deciding the case upon issues other than those specified in sections 5(b) and (c), or exceeded his jurisdiction by deciding a case involving non-grievable matters as specified in Section 1, or rendered an award requiring the City, its agents, or representatives, the Union, its agents or representatives, or the grievant to commit an act or to engage in conduct prohibited by-law as interpreted by the Courts of this Commonwealth;

d. The arbitrator refused to postpone the hearing upon a sufficient cause being shown therefor, or refused to hear evidence material to the controversy or otherwise so conducted the hearing as to prejudice substantially the rights of a party;

e. There was no arbitration agreement on the issues that the arbitrator determined, the parties having agreed only to submit those items to arbitration as the parties had agreed to in writing prior to the hearing, provided that the appellant party did not waive his objection during participation in the arbitration hearing; but the fact that the award orders reinstatement of an employee with or without back pay or grants relief that would not be granted by a court of law or equity, shall not be grounds for vacating or refusing to confirm the award.

7. This Article shall become effective upon execution of the contract.

ARTICLE 12 EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The provisions of this agreement shall apply to all employees within these bargaining units regardless of race, sex, color, age, as defined by-law, national origin, handicap, or membership or non-membership in the Union.

### ARTICLE 13 BULLETIN BOARDS

The City will provide a reasonable amount of space for the Union to provide and maintain Union Bulletin Boards in areas where Local 495 bargaining unit employees congregate and report to work:

- a. Recreational and social affairs of the Union.
- b. Union meetings.
- c. Union elections.
- d. Reports of Union committees.
- e. Rulings or policies of the International Union.
- f. Other notices concerning bona fide Union activities.

There shall be no other general distribution or posting by the Union or employees of pamphlets, advertising or notices of any kind of literature upon City property other than as herein provided.

Notices and announcements shall not contain anything political or anything reflecting upon the City, any of its employees, or any other labor organization among the City's employees.

#### ARTICLE 14 WORK BREAKS

(a) Each employee shall be entitled to two 15-minute work breaks a day on the job, one approximately midway between the beginning and end of the first 4 hours of work of the work day and the other approximately midway between the beginning and end of the second 4 hour period.

(b) The person in charge shall have the discretion to stagger the work breaks or to schedule them in groups.

(c) Where employees are working on a job site, they shall have their work break on the job site using one of their number to go to purchase any food they desire. Where they are traveling from one job site to another, they shall not deviate from the normal course of travel.

(d) Work breaks shall be scheduled by the department head or his designated representatives, not by the employee involved. Unless the employee obtains prior approval from the department head or his designated representative, work breaks taken at times other than those indicated in paragraph 1 of this article shall be deemed to be unauthorized.

(e) Notwithstanding this provision, work breaks may be denied or rescheduled by a department head on any occasion whenever they unreasonably interfere, in his opinion, with the performance of a particular job undertaking.

## ARTICLE 15 SICK LEAVE

The City agrees to provide, in substance, the following:

- (a) To increase the maximum sick leave credit accumulation from the present one hundred fifty (150) days to a maximum of one hundred sixty-five (165) days.
- (b) That the accumulation beyond the present 150 days will commence with the month of July, 1979, at the rate of one and one-fourth (1 1/4) days credit per month.
- (c) Sick leave credits will be earned while on sick leave status.
- (d) Any member of the unit who is eligible to retire under the provisions of c. 32 of the General Laws and who has completed ten (10) years of services with the City for purposes of retirement, or who is over the minimum age to retire for superannuation under c. 32 of the General Laws may, during the last year of his service with the City, request his department head to convert his earned sick leave credit in excess of one hundred (100) days to a maximum of twenty (20) days of pay as a cash bonus to be paid upon retirement by the employee. Upon the retirement of an employee, the department head shall pay the employee as a cash bonus his converted sick leave over one hundred (100) days, said cash bonus not to exceed an amount equal to a maximum of twenty (20) sick leave days of the employee.
- (e) That the administration of the sick leave will be subject to such regulations as may be deemed necessary by the City Manager to effectuate the provisions of the allowance.
- (f) Prior to the adoption of any proposed amendment of the Sick Leave Rules and Regulations, the City Manager or his representative shall give written notice to Local 495 and, if requested, meet with Local 495 to discuss the proposed amendment.

(g) No employee shall engage in any business, trade, outside employment, or profession for those hours the employee was regularly scheduled to work for the City. Any employee so engaged shall not be entitled to sick leave pay from the City.

(h) If, prior to the first day of an extended illness, an employee with ten (10) years of service has been credited with seventy (70) days of earned, accumulated sick leave, then upon the exhaustion of the seventy (70) days plus days accrued while on sick leave status and all other paid leaves, the employee shall be compensated at 50% of his or her regular weekly salary or wage until the first anniversary date of the extended illness. Eligible employees regularly scheduled to perform less than forty hours of work shall receive weekly 50% of the amount averaged in weekly earnings<sup>7</sup> for the one year period immediately preceding the illness.

(i) No new employee appointed after July 1, 1979, will be permitted to use any sick leave until he or she has worked in the service of the City for six (6) months 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.

(j) Sick leave may be utilized for an employee's maternity-related disability, subject to the sick leave rules and regulations promulgated by the City Manager. In addition, an employee may take up to eight (8) weeks of leave without pay for maternity-related disability, subject to the rules and regulations promulgated by the City Manager.

(k) Sick leave may be utilized by an employee enrolled in an approved alcoholism and substance abuse program, provided the employee remains in the program until officially released.

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<sup>7</sup> "Earnings" shall not include payments for overtime or holiday pay in lieu of holiday leave.



(l) Sick leave may not be utilized for inclement weather unless the employee is actually unable to work because of illness or injury.

## ARTICLE 16 PERSONAL LEAVE

A department head or his designated representative shall grant, if requested by eligible employees of his department, personal leave days in accordance with the following conditions:

1. Only full time employees who are regularly scheduled to work on a forty (40) hour per week basis shall be eligible for personal leave.\*
2. Personal leave shall be administered on a vacation year basis.
3. Employees shall be entitled to take three (3) personal leave days during each vacation year (June 1 to May 31) provided that they have worked not less than thirty (30) weeks or twelve hundred (1200) hours, exclusive of overtime, during the previous vacation year.
4. Personal leave shall be subject to the operating and staffing needs of the department, as determined by the department head or his designated representative, and shall be granted so as not to interfere with the efficiency of the department or otherwise add to the cost of the department's operations.
5. Personal leave days not used during the vacation year shall be lost and shall not be accumulated.
6. Except as otherwise specifically provided in this article, personal leave shall be taken only one day at a time and not consecutively, provided however, that one full half day may be taken by an employee when so requested by him.
7. Personal leave shall not be used the day before or after a legal holiday.

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\*In accordance with the arbitrator's decision dated May 1, 1980, in the matter of Local 495, S.E.I.U., AFL-CIO and City of Worcester and this contract, part time employees appointed prior to March 9, 1982, who are regularly scheduled to work not less than twenty (20) hours per week shall be eligible for personal leave on a prorata basis, provided that they satisfy all other relevant conditions of this article. Part time employees appointed after March 9, 1982, shall receive no personal leave.

8. Except in case of emergencies, personal leave shall be requested by eligible employees at least one week in advance. Such requests shall be in writing and shall state the reason for the requested leave.

9. Upon written request presented to the employee's department head prior to May 31 of any year, the employee may convert up to three days of personal leave to vacation leave to be taken with the employee's regular vacation allowance during the ensuing vacation year, as provided in the leave ordinance. This will not preserve any unused personal leave from one vacation year to the next.

10. Except as otherwise specifically provided to the contrary in this article, personal leave shall be subject to the personal leave rules and regulations promulgated by the City Manager.

## ARTICLE 17 ADMINISTRATIVE LEAVE

Those employees who have actually completed ten (10) years of full time, continuous service to the City as of January 1, 1980, or as of June 1, 1984, and any day thereafter, shall be entitled to two (2) administrative leave days annually.

The granting and administering of administrative leave to employees who are entitled to receive it shall be in accordance with the provisions of Article 2 (Vacation Leave) of Chapter 3 of the Revised Ordinance of 1996.

## ARTICLE 18 BEREAVEMENT LEAVE

The City agrees to provide each employee of the bargaining unit, in accordance with the Leave Ordinance (Chapter 3, Article III, §2 et. seq.) bereavement leave as follows:

1. Five (5) working days bereavement leave for the employee for the death of the spouse or child of the employee.
2. Three (3) working days bereavement leave for the employee for the death of the father or mother of the employee or of the employee's spouse.
3. Three (3) working days bereavement leave for the employee for the death of the sister or brother of the employee.
4. Three (3) working days bereavement leave for the death of the son or daughter of the employee's spouse.
5. Three (3) working days bereavement leave for the death of a person who has been placed by authority of law under the care of the employee as guardian.
6. Three (3) working days bereavement leave for the employee for the death of the stepfather, stepmother, stepson or stepdaughter of the employee. Such bereavement leave shall not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.
7. One (1) working day bereavement leave for the death of the brother or sister of the employee's spouse.
8. One (1) working day bereavement leave for the death of the stepson or stepdaughter of the employee residing outside of the employee's household at the time of death. Such

bereavement leave shall not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.

9. One (1) working day bereavement leave for the death of the blood aunt or blood uncle of the employee. Such bereavement leave shall not be available for the death of the blood aunt or blood uncle of the employee's spouse.

10. One (1) working day bereavement leave for the death of the grandmother, grandfather, grandson or granddaughter of the employee or of the employee's spouse.

## ARTICLE 19 ASSIGNMENT OF OVERTIME

1. Insofar as practicable in the assignment of overtime service, department heads and bureau heads will apply the following standards, consistent with efficient performance of the work involved and the best interests of the operation of the department:

(a) Overtime will be awarded on an equal opportunity basis. (It is the intent of this standard that each employee shall be afforded an equal number of opportunities to serve with no obligation on the part of the City to equalize actual overtime hours.)

(b) To be eligible for overtime service employees must, in the opinion of their department head or bureau head, be capable of performing the particular overtime task.

(c) A roster will be kept by each bureau head of overtime calls and overtime service by name, by date and by hour. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward in the presence of the department head or his representative. After four (4) consecutive refusals to perform overtime service, an employee's name shall be dropped from the overtime roster for six (6) months.

(d) There will be no discrimination or personal partiality in the assignment of overtime service.

(e) Where overtime service is necessary on a particular job at the end of the working day, the overtime opportunity can be granted to the person doing that particular job on that day, without need of calling in another person under clause (a) above.

(f) Where overtime service is necessary with respect to a particular job on a day when a person who ordinarily handles that job is not on duty, the overtime opportunity can be granted to that person without need of calling in another person under clause (a) above.

2. Where overtime service must be performed on an emergency basis in the opinion of the department head, the above standards shall not apply.

3. In any situation where the above standards for overtime service are satisfied and two or more persons are equally available and qualified as determined by the department head for such service, the assignment of overtime service will be made on a seniority basis.

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>8</sup> can order mandatory overtime for City services which involve preservation of life and property in the City of Worcester.

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<sup>8</sup> Department Head shall mean member of the Cabinet.



ARTICLE 20 COMPUTATION OF OVERTIME PAY

1. Each employee shall be paid overtime at the rate of one and one-half (1½) times his regular rate of pay for working in excess of eight (8) hours in one day or\* forty (40) hours in one week.

2. In computing the first forty (40) hours of actual work by any employee in any one week for the purposes of paying overtime compensation for time worked in excess of forty (40) hours, paid holiday leave not in excess of eight (8) hours in any one week shall be regarded as hours actually worked. Paid vacation leave\*\* and paid bereavement leave shall be regarded as hours actually worked for purposes of paying overtime compensation for work in excess of forty (40) hours in said week.<sup>9</sup>

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\*The word "or" has been substituted for the word "and" in accordance with the arbitrator's award, dated October 30, 1979, in the matter of Rose Belsito and the City of Worcester.

\*\*Paid vacation leave shall include administrative leave for eligible employees as defined in Article 17.

<sup>9</sup>This provision is subject to the Memorandum of Agreement dated June 27, 1995 which provides that sick leave shall count as time worked. The Memorandum of Agreement is incorporated as part of this Collective Bargaining Agreement.

ARTICLE 21 RECALL TO DUTY

In accordance with the overtime rules and regulations, any employee recalled to duty shall be credited with not less than four (4) hours for such recalled duty.

ARTICLE 22 UNION DELEGATE LEAVE OF ABSENCE

1. Union receipt of written notification that an employee has been duly elected as a delegate, the City shall allow a leave of absence without loss of compensation for the following:

State Labor Convention, AFL-CIO: four (4) working days, six (6) delegates

National Convention, Service Employees International Union: four (4) working days, two (2) delegates

Such leave of absence for attendance at the State Union convention exclusively may be permitted for one (1) convention during a calendar year, and such leave of absence for attendance at the National Convention may be permitted for one (1) convention every fourth year.

2. It is understood by the parties to this Agreement that the total number of delegates in the aggregate from all City departments who will be authorized leave to attend State Labor and National Conventions, shall not exceed six and two employees, respectively, from all units represented by the Union, notwithstanding the fact that the above clause may also appear in other agreements with the Union.

ARTICLE 23 STABILITY OF AGREEMENT

1. No agreement, understanding, alteration or variation of this agreement's terms and provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

2. The failure of the City or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of the agreement, shall not be considered as a waiver or relinquishment of the right of the City or Union to future performance of any such term or condition, and the obligations of the City and the Union to such future performance shall continue in full force and effect.

## ARTICLE 24 SAVINGS CLAUSE

1. If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or Section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

2. All job benefits hereto permitted by ordinance or law, or practices or policies duly authorized by the City Manager in writing and enjoyed by employees, which are not specifically provided for or abridged in this agreement, are hereby protected.

3. This Agreement shall not be construed to deprive an employee of any benefits or protection granted by-laws of the Commonwealth.

## ARTICLE 25 WAIVER

The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by-law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

## ARTICLE 26 CIVIL SERVICE NOTICES

Labor Service Job Bidding: In those instances where the City decides to fill an existing vacancy, the City agrees to post promotional job bid notices on bulletin boards in accordance with Civil Service regulations relative to the Labor Service.

It is mutually agreed that in those instances where it is not practical, or where bulletin boards are not available for such posting, the respective department head will distribute an appropriate notice that such bids are posted and indicate the place(s) where they may be observed in detail and signed.

## ARTICLE 27 SECONDARY CLASSIFICATIONS\*

### 1. Promotion

A secondary or “when assigned” rating shall be used as the basis for determining an employee’s next higher rate of compensation upon promotion when such secondary rating is higher than the primary rating and when the employee has worked in the secondary rating for a minimum of 1200 hours, excluding overtime, in the previous fiscal year.

For Asphalt Rakers, this requirement shall be a minimum of 600 hours in the previous calendar year.

### 2. Paid Leave

The rate of compensation for sick leave, personal leave, vacation leave, and holiday leave, shall be an employee’s secondary or “when assigned” rating when that rating is higher than his primary rating, provided that the employee worked in the secondary rating for a minimum of 1200 hours, excluding overtime, in the previous fiscal year.

### 3. Not To Be Considered A Fixed Earned Rate

An employee other than a motor equipment operator who works 1200 hours in a secondary or “when assigned” classification for purposes of this article will not be considered to have a “fixed earned rate”.

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\*The provisions of this article shall be applicable only to employees whose secondary rating is other than MEO I or MEO III A, B, C or D. This article shall not apply to motor equipment operators.



## ARTICLE 28 JOINT SAFETY COMMITTEE

1. The Public Works Department, the Parks Department and the Library shall create joint committees on safety to be composed of two (2) Union representatives and two (2) City representatives. These committees shall each appoint a chairman and will each meet once a month to review and to make recommendations on safety to the City Manager. Membership in the Joint Departmental Safety Committee may be enlarged by the addition of equal representation from the Union and the City, with the approval of the City and the Union.

2. In other departments that do not currently have such committees, the employees, the Union, or the department head may petition the City Manager to form joint committees on safety in accordance with the standards used in paragraph 1 of this article.

3(a) The City and the Union agree to establish a City-wide, joint standing safety committee to handle referrals from departmental safety committees provided in paragraphs 1 and 2 and to act as the departmental safety committee for those departments not having a safety committee. The joint committee will make recommendations to the City Manager on the issues brought before it and shall be an advisory body. It shall not be vested with any enforcement powers and cannot issue any orders to cease and desist questioned practices and conditions. The joint committee shall consider matters referred to it within thirty (30) days of receipt of the item unless the parties agree to waive this time limit.

(b) The City-wide, joint standing committee shall be composed of four members. The City Manager shall appoint two members who shall represent the City. The Union shall appoint two members who shall represent the Union.

ARTICLE 29 EXCHANGE OF VIEWS

In the interest of a harmonious collective bargaining relationship as set forth in Article 1, the City and the Union agree that quarterly, during the term of the contract, there shall be a meeting at a time mutually acceptable to both parties between the officers of the Union and the City for the purpose of exchanging views and information on pertinent matters.

Nothing in this article shall be deemed to deny the parties the right to request meetings with each other at such other times as each party may deem advisable.

ARTICLE 30

1. PROTECTIVE CLOTHING

1. The City will provide the following protective clothing when required by the job task to be performed and/or the weather conditions, under such conditions as may be established by the department head:

- a. Safety goggles
- b. Rain gear (hood, jacket and pants)
- c. Rain boots

2. The City will provide the following protective clothing to employees in the following departments, only, when required by the job task to be performed and/or the weather conditions, under such conditions as may be established by the department head.

- a. Helmets

Sewers operation deep construction or maintenance work and Parks and Recreation forestry work only.

- b. Gloves

Sanitation laborers; Public Works maintenance and construction crews, jackhammer men, and asphalt rakers; and Parks and Recreation maintenance men only.

- c. Rubber Gloves (with inserts)

Sanitation Division, Department of Public Works only.

- d. Coveralls or Overalls

Sewers Operation maintenance and construction crews when duties involve having direct contact with raw sewage on a regular basis; painters, carpenters, motor equipment repairmen, sweepers, asphalt spreaders; Parks Department zoo and pool workers (two coveralls per year).

- e. Custodian Outfits (shirt and pants)  
Bookmobile operators, Worcester Public Library only.
- f. Rain Gear (hood, jacket and pants)  
Engineering Division, Department of Public Works (four sets of rain gear available to engineers assigned to field inspection).
- g. Hard Hats  
Code Inspection Department inspectors only.
- h. Head Protection\*
- i. Eye and Face Protection\*
- j. Hearing Protection\*
- k. Respiratory Equipment\*
- l. Safety Rigging\*
- m. Chainsaw Protection\*
- n. Seat Belts\*

3. Employees receiving clothing and other items from the City under this Article shall, as a condition of employment, wear or use such clothing items during working hours.

4. The above-mentioned articles of clothing shall be the property of the City of Worcester.

5. a) All bargaining unit members who are in the title of Motor Equipment Repairman in the Department of Public Works and Parks and the Worcester Police Department, will wear uniforms determined by the City of Worcester. These uniforms will be provided by a uniform

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\*The Applicable Departments or Divisions whose employees will be required to wear items (h) through (n) shall be determined by the City.

services company, and will include weekly laundering of the uniforms by the City. In addition, these employees will be required to wear their own ANSI-approved hard toe work boots as a condition of employment.

b) This provision covers all Department of Public Works Motor Equipment Repairmen in the Central Garage, the Reservoir Satellite Garage, the Water Operations Satellite Garage and the Sewer Operations Satellite Garage. It also includes the Motor Equipment Repairmen and Laborers assigned to vehicle maintenance in the Parks Department and the Worcester Police Department.

c) The City shall provide eligible employees in the above-mentioned Departments with annually \$100 for an ANSI boot allowance. This section is effective upon ratification of the Memorandum of Agreement for 2000-2003.

6. At the Worcester Airport, all employees in the classification of Parking Lot Attendant, Custodian, Laborer and Motor Equipment Repairman will wear a uniform determined by the Administration at the Airport and furnished by a uniform services company, which would include weekly laundering of the uniforms by the Airport. In addition, these employees will be required to wear their own job appropriate ANSI approved footwear as a condition of employment.

The City shall provide eligible employees annually \$100 for ANSI footwear. The Airport shall determine the type and source of the ANSI footwear. This section shall be implemented upon ratification of the Memorandum of Agreement for 2000-2003.

7. a) All other field force employees who are active employees of the Department of Public Works and Parks are eligible to receive a \$100 payment on July 1 of every year, effective July 1, 2001. In exchange for this payment, employees are required to wear the following items while on duty, as a condition of employment:

1. Safety work shoes that meet ANSI standards for workplace protection;
2. A medium weight spring/fall orange reflective jacket or City provided rain gear, vest, or tee shirt; and
3. Reserve;
4. Any protective equipment or protective clothing provided by the Department of Public Works and Parks for employees to use on the job.

b) The Departments, where appropriate, will provide a safety T-shirt or vest.

c) Reserve;

d) The clothing provision will apply to: Assistant Engineers, Foresters, Junior Engineers, Engineering Aides, Inspector Foremen, all categories of Public Works or Parks Department Foremen, all categories of Working Foremen Craftsmen, Craftsmen, Pumping Station Operators, Department of Public Works or Parks Department Maintenance Men, Laborers, Sign Painters, Sign and Sign Letterers and Parks Department Caretakers, Gardeners, Plumbers, Electricians, Masons, and Tree Climbers, and storekeepers of any grade or level who operate supply rooms or tool cribs, registered sanitarians, sanitary inspectors, wiring inspectors and building inspectors.

e) This provision does not apply to anyone already covered by a uniform or clothing supply or allowance under the collective bargaining agreement, or to personnel who are not actually assigned to outdoor fieldwork.

2. LOCKERS AND CLOTHING CONTRACTS

The City will provide lockers to personnel in the Operations Division of Public Works, subject to approval by the City Council.

Upon the reopening of clothing contracts with suppliers, and after discussion with the Union, the City will attempt to devise a system whereby authorized clothing will be issued on a permanent basis to the employee involved.

**ARTICLE 31 MOTOR EQUIPMENT OPERATOR**

The Motor Equipment Operator classification plan shall apply to all City employees. It is understood that:

1. The parties agree that the wages paid to the motor equipment operators covered by this Agreement shall be in accordance with the Salary Ordinance of August 20, 1996, as most recently amended, and the following adjustments shall be made effective on the date indicated, subject to City Council appropriation of funds.

The City shall provide to Motor Equipment Operators the rates of pay listed below for actual service, provided, however, that employees who have left the service of the City for any reason, except retirement, prior to the execution date of the Memorandum of Agreement (*September 28, 2001*), shall not be paid any retroactive pay. Only those employees who are on the payroll on the date of execution of the Memorandum of Agreement (*September 28, 2001*), including those on worker's compensation status, authorized sick leave without pay, maternity leave or Union leave, shall be eligible for retroactive pay for actual service. Persons who have retired prior to the execution date of the Agreement (*September 28, 2001*) shall be eligible for retroactive pay for actual service.

Effective July 1, 2010 (0%)	<b><u>STEP 1C</u></b>	<b><u>STEP 1B</u></b>	<b><u>STEP 1A</u></b>	<b><u>STEP 1</u></b>
A	\$17.72	\$18.36	\$19.03	\$20.16
B	\$18.30	\$18.96	\$19.65	\$20.81
C	\$19.36	\$20.06	\$20.80	\$22.03
D	\$20.02	\$20.75	\$21.51	\$22.80



Effective July 1, 2011 (\$300) <sup>10</sup>	<u>STEP 1C</u>	<u>STEP 1B</u>	<u>STEP 1A</u>	<u>STEP 1</u>
A	17.87	18.51	19.18	20.31
B	18.45	19.11	19.80	20.96
C	19.51	20.21	20.95	22.18
D	20.17	20.90	21.66	22.95

Effective July 1, 2012 (2%) <sup>10</sup>	<u>STEP 1C</u>	<u>STEP 1B</u>	<u>STEP 1A</u>	<u>STEP 1</u>
A	18.23	18.88	19.56	20.72
B	18.82	19.49	20.20	21.36
C	19.90	20.61	21.37	22.62
D	20.57	21.32	22.09	23.41

Effective January 1, 2013 (1%) <sup>10</sup>	<u>STEP 1C</u>	<u>STEP 1B</u>	<u>STEP 1A</u>	<u>STEP 1</u>
A	18.41	19.07	19.76	20.93
B	19.01	19.68	20.40	21.59
C	20.10	20.82	21.58	22.85
D	20.78	21.53	22.31	23.64

Employees receiving wages under this article shall not be eligible for adjustments under Section 2 of Article 8, Wages.

2. There shall be two grades of Motor Equipment Operator; Motor Equipment Operator Grade I and Motor Equipment Operator Grade III.

3. The Motor Equipment Operator classification shall be when assigned only and shall be added to an employee's primary classification, such as Laborer\* , Craftsman\* , Maintenance Man\* , or Tree Climber\*.

<sup>10</sup> Arithmetic subject to verification by the City and the Union.

\*Includes all types for each classification.

4. Motor Equipment Operator Grade I shall be required to possess as a minimum qualification an unrestricted Massachusetts Driver's License and a Massachusetts Commercial Drivers License (CDL).

5. Motor Equipment Operator Grade III, shall be required to possess as a minimum qualification an unrestricted Massachusetts Driver's License, a Massachusetts Commercial Drivers License (CDL), and a Hoisting License. Those employees currently classified as Motor Equipment Operator Grade III, hired on or prior to October 20, 1969, who do not possess Hoisting Licenses shall be grandfathered.

6. Employees classified as Motor Equipment Operator Grade I and Motor Equipment Operator Grade III shall be available to operate all equipment for which they are qualified, regardless of the rated category. It is understood that "qualified" means that the employee has actually demonstrated his ability to operate equipment to the satisfaction of management. A Motor Equipment Operator Grade I shall operate equipment in any rated category which does not require a Hoisting License at the same rate of pay as a Motor Equipment Operator Grade III. A Motor Equipment Operator Grade III, however, shall have seniority over all Motor Equipment Operators Grade I regardless of date of entry into service. A Motor Equipment Operator Grade III shall have all license qualifications and be available to operate all equipment except that which requires a Massachusetts Commercial Drivers License or hoisting license for grandfathered employees.

6A. When the City transfers an employee voluntarily from one DPW division to another, the employee's seniority date for determining MEO driving rights under the contract will become the employee's effective date of transfer into the new division. The new date will remain in effect

for a one-year period, after which the employee's traditional seniority date would resume for purposes of MEO assignments.

7. Each employee classified as Motor Equipment Operator Grade I or III shall be required to present proof of all licenses required of his classification during the month of April of each year. If an employee fails to present this proof to the administration during the specified period, he shall not be eligible for assignment as a Motor Equipment Operator and shall revert to his primary rate, even though he has a fixed earned rate, until such time as the proof has been submitted to the Administration.

8. Each employee classified as Motor Equipment Operator Grade I and Motor Equipment Operator Grade III shall be qualified to earn a fixed earned rate by working 1,000 hours (including overtime) on rated equipment during a fiscal year period, July 1 to June 30. When a Motor Equipment Operator's fixed earned rate is higher than his primary rate, his fixed earned rate shall be used as the basis for calculating his next higher rate of compensation upon promotion, and shall also be his rate of compensation for sick leave, personal leave, vacation leave and holiday leave.

9. A Motor Equipment Operator Grade 1 or IIIA, B, C or D, who does not have a fixed earned rate but who has actually worked on a shift for two hundred forty (240) or more minutes in the classification of MEO Grade I or IIIA, B, C or D, shall receive that rate for the remaining minutes of that shift.

It is understood by the parties that only the actual work portion shall be used as a credit in determining the fixed earned rate.

10. Less senior employees classified as Motor Equipment Operator Grade I or III shall be allowed to train for a five day period out of each 60 working days on equipment within their classification as long as no senior operator is jeopardized in gaining his fixed earned rate. Employees shall accept training on pieces of equipment within their present classification as management directs. All training shall be directed by management and shall be as the administrative schedule allows.

11. Any Motor Equipment Operator who refuses to operate a piece of equipment and bumps his way down to a lower rated category or to his primary classification for any reason shall be paid at the rate of pay for the job actually worked, even though that employee has gained a fixed earned rate. If, however, an employee who has gained a fixed earned rate is forced to operate equipment in a lower rated category or to work in his primary classification because he lacks seniority, that employee shall be paid his fixed earned rate.

12. There shall be no bumping between pieces of equipment in the same rated category (lateral bumping).

13. Each Motor Equipment Operator Grade I or III agrees to properly operate and protect the equipment assigned to him and to report to management any defects or damage which could prevent the proper performance of that piece of equipment.

14. Any Motor Equipment Operator Grade I or III who, for loss of license or any other reason, refuses or is not able to operate equipment in the rated categories for a period of 250 working days, agrees to sign a waiver to remove the Motor Equipment Operator classification from his name.

15. Laborers and Maintenance Men shall operate unrated light automotive trucks and other similar maintenance and construction equipment as required.
16. Three-quarter ton pickups, one-half ton pickups, bookmobiles, automobiles, station wagons, vans, motorcycles, snowmobiles, and all other like automotive equipment, shall not be considered rated equipment and shall not require a Motor Equipment Operator to operate them.
17. The equipment classification system shall be rated and maintained and updated by the Department of Public Works. All City equipment requiring operation by a Motor Equipment Operator shall be listed and rated, and the list shall be posted in all departments with rated equipment. No employee shall be paid an MEO rate for operating any piece of equipment which has not been approved by the Department of Public Works.
18. No employee shall be paid an MEO rate for any activity other than the actual approved operation of a piece of equipment.
19. The listed rate for all pieces of equipment includes full rate for the addition of sanders, snowplows, rotorooters, compressors, or any other special equipment.
20. The City agrees to compensate the Motor Equipment Operators in Parks and Recreation in the same equipment allocation and applicable hourly rate as used in the Department of Public Works when those operators shall be actually working on motor equipment during snow plowing and sanding operations.
21. Employees classified as Motor Equipment Operators shall not consume alcoholic beverages within four (4) hours of reporting to work.
22. The Bucket Truck for the Traffic Division shall be a non-rated piece of equipment at all times in its use.

ARTICLE 32 MILEAGE

Members of the collective bargaining unit shall be reimbursed for mileage in accordance with the City's Personnel Rules and Regulations, as may be amended, from time to time.

ARTICLE 33 PUBLIC WORKS MOTOR EQUIPMENT REPAIR

1. The City desires to increase the expertise of its Motor Equipment Repairman at all levels and improve its ability to maintain the vehicles under its control, and it recognizes that there are trade seminars and a national certification program for Motor Equipment Repairman that now exists and, that both the seminars and testing can serve as a means to determine levels of expertise of its Motor Equipment Repairman classifications.

2. There are presently three levels of Motor Equipment Repairman: Class III, Class II and Class I. Any Motor Equipment Repairman who holds a Class III, Class II or Class I rating has demonstrated mechanical and technical skills by written and practical examinations which were determined by the Commissioner of Public Works ("Commissioner") in conjunction with the Vocational Schools of the City of Worcester School Department.

3. The existing examination process has been evaluated by the City and Union, and the parties have agreed to change the rating procedures as follows:

A. A Motor Equipment Repairman with a Class III, Class II, or Class I rating shall hold a particular rating in accordance with this Article, based upon the rating held by the Repairman as of July 1, 1986, or any higher rating held by the Repairman from that date until the execution date of this Agreement.

B. Class III, Class II or Class I Motor Equipment Repairman shall maintain their rating by attending a minimum of six (6) trade seminars and/or a total of twelve (12) hours of trade seminars as prescribed and approved by the Commissioner.

1. Seminars may be provided by outside parties or by the Department of Public Works;

2. Seminars may be held during or outside the employees regular scheduled work hours;
3. Seminars will be provided at no expense to the employees;
4. Each employee must attend and participate in the minimum number of seminars and/or seminar hours annually; failure to do so will cause that employee to automatically revert to the next lesser class level or his basic service title;
5. An employee shall receive credit after attending a full seminar session only.  
The length of a seminar may vary;
6. Seminar subject materials will relate to gasoline and diesel engines, brake systems, drive trains, electrical, suspension, fuel injection and hydraulic systems, carburetion, precision measurement, inspection, repairing, adjusting, installations, rebuilding, maintenance, trouble shooting, terminology and all other associated facets as they relate to a repairman's skills and knowledge of light duty vehicles, heavy duty vehicles, construction equipment and any type of vehicle and equipment associated with a Public Works environment.
7. An employee who fails to attend the required number of seminars and/or seminar hours will revert to the next lesser class for a minimum period of one (1) year. After one year he will however, be allowed to again upgrade his class level through the process defined in Section 4.
8. Changes to a Motor Equipment Repairman's class level shall be effective on July 1st of the upcoming year subject to Section 6.
4. A Motor Equipment Repairman wishing to upgrade his class level shall be required to successfully pass National Institute for Automotive Service Excellence (ASE) examinations.



A. The ASE program consists of a series of written examinations given periodically.

B. An employee passing any one of the fourteen (14) ASE examinations offered shall be deemed a Class III Motor Equipment Repairman. Passing an aggregate of two (2) of the fourteen (14) ASE examinations shall make the employee eligible for a Class II rating and successfully passing an aggregate of three (3) ASE examinations shall make the employee eligible for a Class I rating. However, for an employee to earn a Class I rating, the examination pertaining to Diesel Engines must be one of the three (3) which is successfully passed.

The Commissioner may specify which examinations ASE Examinations passed in order to qualify for a particular class level.

C. The ASE examinations for Body Repair or Painting and Refinishing shall be excused from the list of available examinations under Paragraph B above.

D. An employee shall be responsible to apply for the appropriate examinations and for all costs associated with those examinations.

E. An employee who fails any of the examinations shall only be eligible to hold the class rating for the test actually passed. He may retake any remaining examinations when the next opportunity arises.

F. All rules and regulations governing the ASE examination process shall apply to Motor Equipment Repairman.

G. All Motor Equipment Repairman shall possess a valid Massachusetts Commercial Driver's License Class B (CDL). Such requirement shall be a condition of employment, provided, however, that the employees in the Department of Public Works Garage as of July 1, 2001 without a CDL (B), shall be grandfathered to their present license level.

5. A new Motor Equipment Repairman may not receive a rating until he complies with the procedure outlined in Section 4.

A. A new Motor Equipment Repairman shall not be eligible for a class rating for a period of one (1) year from his appointment date.

B. A new Motor Equipment Repairman who currently holds any valid ASE ratings may be deemed either a Class III, Class II, or Class I repairman by the Commissioner. The particular class rating which he receives shall be dependent upon the number of ASE examinations passed and of the Department of Public Works assessment of that individuals mechanical knowledge and experience.

C. Upon receiving a class rating, the Motor Equipment Repairman shall maintain that rating by complying with the rules stated in Section 3, Paragraph B and the requirements of Section 6.

6. The Class III, Class II or Class I rating will be maintained by an employee providing the employee complies with the rules stated in Section 3, Paragraph B, and is available, willing and able to do the work competently at his class level.

7. It is agreed that the ratings, when applicable to an employee in good standing, will be for pay purposes, including overtime, vacation, holiday, bereavement leave, and sick leave, and will be considered to be his primary rate of pay. Any promotion while these ratings are in effect will be based on the highest rate of pay received as long as he does not exceed maximum pay for the position to which he is being promoted.

8. Class III, Class II and Class I Motor Equipment Repairman will be considered to be lead mechanics and have supervision over other Motor Equipment Repairmen and lesser classes.

9. It is understood that all promotions to the Motor Equipment Repair Working Foreman classification from the Motor Equipment Repairman classification category will require the person to be appointed to hold in good standing at the time of appointment a Class I Motor Equipment Repair rating.

10. Class III Motor Equipment Repairman shall be paid at a rate which is \$10 per week more than the Motor Equipment Repairman at a comparable step. Class II Motor Equipment Repairman shall be paid at a rate which is \$20 per week above the Motor Equipment Repairman at a comparable step. Class I Motor Equipment Repairman shall be paid at a rate which is \$30 per week above the Motor Equipment Repairman at a comparable step.

11. Notwithstanding anything in the Article to the contrary, all provisions of the Article pertaining to Class III and Class II Motor Equipment Repairman shall apply to the Motor Equipment Repairman at the Police Department garage.

## ARTICLE 34 PERSONAL PROPERTY DAMAGE FUND

1. The City agrees to establish annually a Personal Property Damage Fund in the amount of Three Thousand Dollars (\$3000.00) per fiscal year. This fund shall be used to reimburse eligible employees for damage occurring to their personal property in the course of performance of duties of employment with the City.

2. In order to be eligible for reimbursement under this fund, the following conditions must be met:

(a) The employee must show ownership of the article that was damaged.

(b) The damage must occur to the personal property of the employee while actually engaged in the performance of work for the City and as a result of performance of said work. Damage occurring during lunch breaks, coffee breaks, or at any other time when the employee is not actually engaged in the performance of work, even if the employee is otherwise “on the job” for pay purposes, is not reimbursable.

(c) The damage must occur without any fault on the part of the employee.

(d) Upon approval of reimbursement for an item to be replaced, the damaged item must be turned over to the employee’s department head. If the item is to be replaced, the City will keep the old item; if a part is to be replaced, the City will keep the old part. This item or part may then be used or donated to a charity.

(e) An employee must submit a claim under this article within thirty (30) days of the occurrence of the act causing damage to the personal property of the employee.

3. The amount of reimbursement will be limited to the reasonable cost of repair or, if necessary, replacement of the damaged property.

4. Reimbursement procedures shall be administered by the Executive Office of Human Resources. Employees shall have the right to grieve decisions by the Executive Office of Human Resources pursuant to Article 11 of the contract. The City, upon receipt of a claim under this article, shall respond to the employee within thirty (30) days relative to its disposition of the claim. Failure of the City to supply a decision within thirty (30) days shall be deemed a denial of the claim and shall allow the employee to grieve it under Article 11 of the contract.

5. The administration of this article shall be subject to rules and regulations promulgated by the City Manager.

ARTICLE 35 HOLIDAYS

1. Subject to the rules and regulations promulgated by the City Manager, full-time employees of the City shall be entitled to eleven (11) paid holidays enumerated below, in addition to any regular days off to which they may be entitled:

(a) First day of January, or the day preceding when said day occurs on a Saturday, or the day following when said day occurs on a Sunday;

(b) Third Monday in January;

(c) Third Monday in February;

(d) Third Monday in April;

(e) Last Monday in May;

(f) Fourth day of July, or the day preceding when said day occurs on a Saturday, or the day following when said day occurs on a Sunday:

(g) First Monday in September;

(h) Second Monday in October;

(i) 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;

(j) A day in November proclaimed Thanksgiving Day;

(k) Christmas Day or the day preceding when said day occurs on a Saturday, or the day following when said day occurs on a Sunday.

2. Employees who actually work on the three (3) days enumerated below shall be entitled to time and one-half pay and not leave for any hours worked on said holidays, in addition to their regular holiday pay for said holidays:

(a) The first day of January, or the day preceding when said day occurs on a Saturday, or the day following when said day occurs on a Sunday;

(b) A day in November proclaimed Thanksgiving Day;

(c) Christmas Day or the day preceding when said day occurs on a Saturday, or the day following when said day occurs on a Sunday.

Employees who actually work on the remaining holidays listed in Section 1 above, shall be entitled to straight time pay, not leave, for any hours worked on said holidays, in addition to their regular holiday pay for said holiday.

3. Part-time employees, who are regularly scheduled to work at least 20 hours per week, shall be entitled to receive holiday pay on a prorated basis, provided they have worked for the City continuously for one (1) year.

4. For Saturday holidays, employees shall receive the preceding day as the holiday in accordance with and subject to Section 10 of Article 3 of the Revised Ordinances of 1996, and employees shall not receive any so-called Saturday holiday pay effective with any Saturday holiday occurring after July 1, 1984.

5. Notwithstanding Section 2 above, if an employee is regularly scheduled to work on a holiday and actually works eight (8) hours on said holiday, the employee shall be entitled to receive eight (8) hours of straight time pay, subject to Section 2, plus an additional two (2) hours of holiday pay, for a total of ten (10) hours of holiday pay.

6. If an employee is on a day off and is recalled to duty for an emergency by the City on a holiday and actually works less than four (4) hours on said holiday, he/she shall be guaranteed a

minimum of four (4) hours of straight time pay. If the employee actually works on said holiday he/she shall be entitled to an additional two (2) hours of holiday pay.



ARTICLE 36 PERMANENT APPOINTMENT; NON-CIVIL SERVICE EMPLOYEES

1. All non-civil service bargaining unit members, except employees in the classification of Graduate Librarian, Grades 1-5, shall receive “permanent appointments” upon completion of one (1) year of full time service to the City in a “permanent position”. Employees in the classification of Graduate Librarian, Grades 1-5, shall receive such a “permanent appointment” upon completion of three (3) continuous years of full time service to the City in such a “permanent position”. (I.e., A non-civil service employee, other than Graduate Librarians, Grades 1-5, must serve one (1) continuous year after appointment to a “permanent position” to be considered a “permanent employee” under this article. Graduate Librarians, Grades 1-5, must serve three (3) continuous years after appointment to the “permanent position” to be considered “permanent employees”).

2. A permanent employee, as defined in this article, shall have the right to grieve his discharge or suspension by initiating a grievance to the City Manager, in accordance with the procedures set forth in Article II, §2(h), of this agreement. The action of the appointing authority shall be final, unless the action is found to be without cause by the arbitrator.

ARTICLE 36A REDUCTION IN FORCE: Non-Civil Service Permanent Employee

1. In the event that reduction in force is necessary, the determination of whether and when it becomes necessary to lay off any employees shall be determined solely by the City. The determination of what classifications shall be subject to layoff, and what functions shall be reduced or terminated, shall be determined solely by the City. The number of persons to be laid off within those classifications and functions shall be determined solely by the City. Within the classifications that the City determines shall have layoffs, the City will lay off employees subject to seniority and qualifications according to the policy and procedures described herein.

2. In the event of a layoff, any permanent incumbent in a position will be offered an opportunity to bump into a lower classification in the same category, providing that the following criteria are satisfied:

Said incumbent must be senior\* in City of Worcester service to the individual in the classification to which he/she seeks to bump into. In addition, said incumbent must meet the qualifications for the classification and the specialized requirements of the classification, if any.

3. The City agrees to provide to a permanent employee who is to be laid off 14 days written notice of the date his/her layoff is to be implemented.

4. a. The City agrees to create a two year recall list for permanent employees who are laid off. Any such employee who is laid off shall be placed on the list by classification in the order of his/her seniority.

b. The employee's name shall be on the list for two years from the date he/she officially leaves the payroll.

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\*For purposes of this Special Article, seniority shall be defined as continuous service.

c. If, after the layoff the City fills any permanent position at the Department within the classification for which a recall list exists, the City agrees that before it hires new employees for a permanent position, it will offer to recall an employee on the list according to seniority and qualifications.

d. After two years on the recall list, or after refusing a recall in the same classification, a laid off employee's name shall be removed automatically from the list.

e. The laid off employee shall keep the City advised of his/her current address; and the City can rely on the latest address listed in its records.

5. The determination of the necessity of layoffs, the selection of the classifications and the number of employees within those classifications to be laid off, the filling of vacancies, and the reassignment of employees within a classification as a result of reductions in force are essential elements of municipal management as recognized in Article 4 and as such are non-grievable and are not subject to arbitration. However, the procedural requirements for laying off and recalling permanent employees are grievable and subject to arbitration.

6. The requirements for permanent status under Article 36 shall not be abridged by the provisions of this Special Article.

7. This Article only applies to non-civil service positions in the bargaining unit(s) held by permanent employees.

## ARTICLE 36B LIGHT DUTY

1. The Union and the City agree that it is beneficial for both parties to encourage partially disabled employees to return to some form of work consistent with their abilities, as soon as possible after a worker's compensation illness or injury. After the City has placed an employee in a light duty job, that employee may request reconsideration by the City of his/her light duty placement. If the City does not reconsider, the Union may request state mediation to mediate over the disputed light duty placement. Such mediation shall not interrupt the performance of the light duty task.

2. The mediation under paragraph 1 will not preclude a member from pursuing his or her rights under M.G.L. Chapter 152 if he/she disagrees with the City's light duty placement.

3. The employee placed on light duty will be paid at the rate of compensation for light duty in accordance with the worker's compensation law, M.G.L. Chapter 152.

4. If the employee holds a MEO secondary classification or a Raker secondary classification at the time he/she is placed on light duty, the employee shall be eligible to earn hours towards the permanent fixed earned rate as a MEO or Raker on the basis of five (5) hours per eight hour day actually worked on light duty for the MEO rating or three (3) hours per eight hour day actually worked on light duty for the Raker rating.

5. Light duty placement will occur only within Local 495's bargaining units.

6. No employee will be placed on light duty which shall cause the layoff of another employee.

7. This light duty policy shall be subject to M.G.L. Chapter 152.

## ARTICLE 37 MISCELLANEOUS PROVISIONS

### 1. Waiver in Case of Emergency

In case of circumstances beyond the control of the City, such as an act of God, riot, flood, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended without recourse from the Union:

- (a) Time limit for management replies on grievances;
- (b) Limitations on distribution of overtime by seniority;
- (c) Limitations on any other portion of this agreement that would interrupt or interfere with the City's obligation to restore normal operations.

In addition and notwithstanding other articles of this agreement, management reserves the right during any such emergency, to assign employees to work without regard to their job classifications, and such assignments shall not be subject to the grievance procedures upon termination of the emergency.

### 2. Visitations

Accredited representatives of the Service Employees International Union, AFL-CIO, and Local 495, NAGE shall have access to the premises at reasonable times during regular working hours for discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees and provided further that they obtain prior approval from the department head or his designated representative.

3. Expenditures

It is understood and agreed that no expenditures or compensation will be paid to employees in accordance with this Agreement unless and until the requirements and procedures required by-law and the provisions of the City Charter are satisfied as far as appropriations are concerned.

4. Jury Duty

An employee of the City who serves as a grand or traverse juror in a federal court or in the courts of the Commonwealth shall receive from the City the difference between his salary and the compensation he received for such jury service exclusive of any travel or other allowances. Provided, however, that in accordance with state law, for the first three (3) days of jury service an employee shall receive his wages that would have been due him or her if the employee had worked for the City.

5. Court Attendance

Time lost from work for court attendance for the employee's personal litigation shall not be compensated.

6. Notices

All notices in writing sent by the Union shall be forwarded to the City to the following:

City Manager  
City Hall  
455 Main Street  
Worcester, MA 01608

Notices in writing sent by the City shall be mailed to:

Local 495, NAGE  
S.E.I.U., AFL-CIO  
70 Elm Street  
Worcester, MA 01608

7. Copies of Ordinances

After submission to the City Council, the City agrees to provide the Union copies of proposed ordinances recommended to the City Council by the City Manager when such ordinance would affect the wages, hours or fringe benefits of employees of the bargaining unit.

8. Snow Days

The Union hereby acknowledges the snow day policy as enunciated by the City Manager in the revised rules of September 1, 1972 (Administrative Rule #210).

9. Payroll Deduction for Union Group Insurance Purposes

The City agrees to request the City Treasurer and the City Auditor to cooperate in providing a payroll deduction for Union group insurance, provided there is no additional direct cost to the City and the administrative burden is minimal.

9A. Weekly Payroll Deduction for Group Insurance Purposes

The City agrees to provide a weekly payroll deduction for life insurance effective no later than September 1, 1994.

10. Vacation Leave

(a).1 The City and Union agree that any new employee hired any time from June 1 to May 31 shall be eligible for one week of vacation during the next vacation year in accordance with Article 2 of the Leave Ordinance after said employee has actually worked at least 30 weeks (1200 regular hours) in the aggregate in the service of the City.

(a).2 Employees who return to duty following workers' compensation leave shall be deemed eligible for creditable service *for such leave* toward the 30-week eligibility requirement for

vacation leave. Such creditable service, however, shall not be applied to the accumulation, carryover or cashing out of vacation pay and shall strictly apply only to the 30-week requirement.

(b) Effective January 1, 1980, every employee who has actually completed a minimum of ten (10) years of full time, continuous service to the City during the twelve months preceding the first day of June in any year shall be entitled to four (4) weeks of vacation for such year.

(c) Service in the Worcester School Department shall be credited as time worked in the service of the City for purposes of computing eligibility for vacation allowance.

(d) In accordance with §5A of Article II of Chapter 3 of the Revised Ordinances of the City of Worcester, 1986, employees may, subject to the discretion of the department head and the operating needs of the department, be granted vacation leave without restriction as to the number of weeks which may be taken at any one time.

11. Part Time Employees

Part time employees who are regularly scheduled to work at least 20 hours per week will be entitled to receive the job benefits of this contract and the Ordinances on a prorated basis, excepting holiday pay and personal leave.\* Such employees shall be entitled to receive holiday pay on a prorated basis, provided they have worked for the City continuously for one (1) year.

12. Reserve for future use.

13. Drugs and Alcohol

As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the work shift of an employee, including all breaks and the lunch period.

Failure to comply with this item shall be subject to progressive discipline.

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\*Personal leave for part-time employees is governed by the provisions of Article 16, ante (item 11).



For the purposes of this paragraph, possession shall mean possession on City property or City equipment.

Employees having tenure under Chapter 31 of the General Laws or just cause rights under Article 36 of the contract shall have the right to appeal under Chapter 31, or arbitrate, any suspension or discharge imposed as a result of this paragraph.

14. Payroll. The City may establish Friday as the pay day for employees.

15. Office Dress Code. The City, after prior consultation with employee representatives from each department, may establish, from time to time, an office dress code for that department.

16. No Smoking/City of Worcester Vehicles. Employees will not smoke in City of Worcester vehicles as a condition of employment. The City will provide, subject to funding, on a one-time basis, a smoking cessation program for all interested employees during fiscal year 2002 or 2003. No employee shall be eligible for overtime for participation in the program.

17. Drivers' License. For all positions which require driving, a valid and current driver's license will be a condition of employment. Failure to notify the department head of a loss of license may lead to progressive discipline.

18. Fixed Earned Rate Workers' Compensation Credit (for Motor Equipment Operators). Motor Equipment Operators who return to duty following workers' compensation leave shall receive credit for said time while on workers' compensation toward the minimum service necessary to qualify for fixed earned credit. Such credit shall not apply to any other requirement under the contract.

## SPECIAL ARTICLE 1

### DEPARTMENT OF PUBLIC WORKS/DIVISION OF TRAFFIC ENGINEERING/DIVISION OF PARKS AND RECREATION, AND CEMETERY\*

A. Notwithstanding the provisions of any other article of this Agreement, the following provisions shall be applicable to bargaining unit employees in the Department of Public Works and the Division of Traffic Engineering only, provided, however, that such provisions shall not apply to bargaining unit employees in the Department of Public Works and Division of Traffic Engineering classified as Engineering Aide, Traffic Engineering Aide, Civil Engineer and Traffic Engineer, Grades 1-5:

1. Clean-Up Time

The City agrees to provide to employees in construction or maintenance or sanitation crews, who during their work assignment actually performed work which caused them to require clean-up beyond normal hygienic requirements, clean-up time for that day not to exceed fifteen minutes immediately prior to dismissal from employment.

The Union agrees that clean-up time must be used by the employee for cleaning purposes only, and does not affect the length of the employee's work day or otherwise permit any early release from work.

Examples of work assignments for which clean-up time will be provided are:

Employees collecting garbage  
Employees operating sweepers

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\* Department of Traffic Engineering as of July 1, 1995 is a division of the Department of Public Works. Division of Parks and Recreation and Cemetery as of July 1, 2005, is a division of Department of Public Works.

2. Special Courses

Where a course of instruction is required for the performance of an employee's job responsibility or job assignment or where the employee's enrollment is mutually agreed upon, the cost of the tuition for such course will be reimbursed to the employee by the City in those instances where the City Manager assigns a particular employee to take a particular course; on condition, however, that the employee completes the course and can demonstrate a satisfactory attendance record.

This right of reimbursement shall not apply to those employees who take courses on a voluntary basis without prior approval.

3. Mechanics Tools

The City agrees to replace worn or broken tools of mechanics. The tool to be replaced must be turned in to the City at the time of the replacement.

4. Truck Coverings

The City agrees to provide protection against the elements when transporting employees to and from work sites.

B. Tuition Reimbursement - Engineers

The City agrees to reimburse engineering employees in the Department of Public Works and Division of Traffic Engineering in the classifications of Engineering or Traffic Engineering Aide, and Traffic or Civil Engineer, Grades 1-5 only, for courses taken at an accredited institution pursuant to obtaining a degree of Civil Engineering. Said reimbursement will be One Hundred Dollars (\$100.00) for tuition, fees and books per semester (fall and spring only). The employee

must pass the course with a “C” grade (or its equivalent) or better in order to be eligible for said reimbursement.

The City may adopt procedural rules and regulations to implement these provisions.

C. Compensatory Time Off

The City agrees that individuals in the Department of Public Works classifications of Engineer, Grades 3, 4, and 5, shall be given compensatory time off by their department or bureau head for overtime work, subject to the following conditions:

1. Time off shall be scheduled by the department or bureau head subject to the operating needs of the department, as determined by the department or bureau head, and shall be granted so as to not otherwise add to the cost of the department’s operations.
2. Time off shall be granted for overtime actually worked beyond an actual 40 hours and shall be given on a straight time basis, as determined by the department or bureau head.
3. Time off must be taken within 30 days of the performance of overtime work.
4. Time off may not be accumulated and shall not be granted to add to one’s vacation or holiday or personal leave.

It is understood by both parties that this time off provision is intended for overtime work necessitated by the attendance at meetings or special assignments and not for work assignments regularly assigned to the employee.

5. Employees in the classification of Grade 3, Jr. Civil Engineer, shall receive overtime pay computed at time and one half for overtime service while actually engaged in construction inspection work only.

Effective May 29, 1998, Employees in the Department of Public Works classification of Civil Engineer and Traffic Engineer, Grades 3 and 4, shall be eligible for overtime pay under Article 20, and shall no longer be eligible for Compensatory Time after May 29, 1998.

D. Sanitation Division Stipend.

(1) Effective October 1, 1982, Public Works employees actually picking up garbage for the Sanitation Division shall receive a stipend of \$2.00 per day for each actual day of performing such work. This stipend shall not be paid to more than twenty-four persons per day by the City.

(2) Effective May 1, 1989, the City shall pay to such Public Works employees who actually pick up garbage for the Sanitation Division a stipend of \$4.25 per day for each actual day of such work. This stipend shall not be paid to more than twenty-four persons per day by the City.

(3) Effective March 14, 1994, the City shall pay to such Public Works employees who actually pick up garbage for the Sanitation Division a stipend of \$6.00 per day for each actual day of such work. This stipend shall not be paid to more than twenty-four persons per day by the City.

(3a) Effective upon the implementation of reduction of the sanitation routes to nine (9) in number, the City shall pay to Public Works employees, who are actually assigned to the physical collection of refuse, a stipend of \$12.00 per day. A total of ten collection stipends will be authorized per day. This daily stipend will cover nine regular sanitation routes and one special route.

(3b) The Public Works employees who earn the daily refuse collection stipend will be eligible for a fixed earned rate. To earn such a fixed earned rate, 1,000 hours (including overtime) of actually collecting refuse must be worked during the previous fiscal (July 1 to June 30). This provision will be retroactive to July 1, 1997 for those who actually collected refuse for 1,000 hours

during the period from July 1, 1996 to June 30, 1997. This fixed earned rate shall also be used as the basis for calculating the next higher rate of compensation upon promotion of the employee. The fixed earned rate shall also be his rate of compensation for all sick leave, personal leave, vacation leave and holiday leave used by the employee.

(4a) Effective March 14, 1994, the City will establish a one-year pay transition period for the Sanitation Laborers who are involuntarily transferred to other divisions of the Department of Public Works as a result of the reduction of work crews from two to one effective on March 14, 1994, provided, however, the two sanitation laborers held in reserve after the reduction shall be eligible for this benefit if they are subsequently transferred from the Sanitation collection activity.

(4b) During the one year transition period such Sanitation Laborers shall receive the same primary pay grade as they had before the in transfer from Sanitation Division.

(4c) After March 14, 1995, such Sanitation Laborers shall receive the title and the pay grade of the Public Works Laborer unless promoted to another classification prior to that date.

The parties agree that Section D may be reopened after April 15, 1994 by either party by sending a written notice to the other party.

E. Sanitation Division Daily Route Reduction Impact.

If the Commissioner of Public Works reduces the number of DPW Sanitation daily routes, no public works employees holding permanent appointment with the City of Worcester sanitation operations, shall be laid off as a direct result of such reduction of routes. This provision shall be without prejudice to the rights of the Commissioner to reassign such employees to other assignments within the Department of Public Works or to balance, designate or determine routes.

F. Sanitation Loadpackers Motor Vehicle Classification.

All Sanitation Loadpackers presently rated at "B" rate shall be changed to "C" rate effective upon execution and implementation of this Agreement. This provision shall be retroactive back to July 1, 1997 for Sanitation route trucks, only.

G. Parking Control Officers

Parking Control Officers shall not receive a paid lunch break but lunchtime shall be without pay.

H. The City shall establish the secondary classification of Water Meter Repairman/Installer (when assigned) in the Department of Public Works, according to the Salary Ordinance of August 20, 1996, as most recently amended. The City shall pay for said secondary rate on when assigned basis the following rate per hours.

Effective July 1, 1996 - \$14.60/hour

## SPECIAL ARTICLE 2

### WORCESTER FREE PUBLIC LIBRARY

Notwithstanding any inconsistent or contrary provision contained elsewhere in this Agreement, sections A, B, D and E of this article are applicable to bargaining unit employees in the classification Graduate Librarian, Grades 1-5; and sections F and G of this article are applicable to bargaining unit employees in the classifications Library Subprofessional, Clerical, and Graduate Librarian (all grades).

#### A. Compensatory Time Off

The City agrees that individuals in the classifications of Graduate Librarian Grades 1-5 shall be given compensatory time off by the Head Librarian for overtime work subject to the following conditions:

1. Time off shall be scheduled by the Head Librarian subject to the operating needs of the department, as determined by the Head Librarian, and shall be granted so as to not otherwise add to the cost of the department's operations.
2. Time off shall be granted for overtime actually worked beyond an actual 40 hours and shall be given on a straight time basis, as determined by the Head Librarian.
3. Time off must be taken within 30 days of the performance of overtime, except that compensatory time resulting from Saturday work during the summer may be accumulated beyond the 30 day limit, provided that such accumulation is discharged within 30 days of the ending of the summer schedule at the Library.
4. Time off may not be accumulated and shall not be granted to add to one's vacation or holiday.



It is understood by both parties that this time off provision is intended for overtime work necessitated by the attendance at meetings or special assignments and not for work assignments regularly assigned to the employee.

B. Sunday Work

1. The City agrees to provide all professional librarians assigned to work on Sunday the option of compensation on a paid overtime basis (at the rate of time and one-half), or compensatory time off as provided for under current practice, in accordance with City ordinance not otherwise amended by this provision for the Sunday work. Compensatory time off will be subject to scheduling by the Library.

2. The City shall allow professional librarians to request Sunday work out of normal order, and shall grant said request provided the supervisory, subject, and area requirements of the Library are met for the Sunday assignments.

Any professional librarian requesting such an assignment shall, if his request is approved by the City, be obligated to perform such assignment and shall not be considered a “volunteer”.

3. This article 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.

C. Professional Vacancies

1. All permanent, promotional, and entry level job vacancies within the classifications of Graduate Librarian, Grades 1-5, which the City intends to fill, shall be posted for seven (7) days on the Public Library bulletin boards, including bulletin boards at all branches.

2. All permanent, promotional, and entry level job vacancies within the paraprofessional classifications within the bargaining unit, including all Librarian Grades 1-4 positions, which the City intends to fill, shall be posted for seven days on the Public Library bulletin board, including bulletin boards at all branches.

3. Said notices shall contain a listing of the classification and grade, the rate of compensation of the position, and the qualifications for the position.

4. During the posting periods, the City shall not fill the position on a permanent basis.

5. The City's failure to post in accordance with the procedure outlined in paragraphs 1 – 3 is grievable. The City's determination of who shall fill the position shall not be grievable or subject to arbitration.

D. Vacation Leave

1. Except as provided herein, vacation leave for Graduate Librarians, Grades 1-5 (hereinafter "Graduate Librarians"), shall be granted in accordance with Chapter 3, Article 2, of the Revised Ordinances of 1996 of the City of Worcester.

2. Effective January 1, 1977, Graduate Librarians employed by the Worcester Public Library for at least fifty-two (52) weeks during the twelve (12) months preceding the first of June who have actually worked for the Library at least 30 weeks (1200 hours) immediately preceding the first of June shall receive four weeks (20 days) vacation for the vacation year.

3. Notwithstanding the provisions of Chapter 3, Article 2, §5, the Head Librarian is authorized to grant vacation leave at such times and for such duration (but in no event to exceed 20 days) which, in his opinion, will least interfere with the needs of the Library.

4. Effective June 1, 1977, Graduate Librarians shall not be eligible for or receive administrative leave.

E. Agency Service Fee

Notwithstanding the provisions of Article 2, each employee of the Worcester Public Library in Unit II who is not a member of the Union in good standing, shall be required, as a condition of employment, to pay the monthly agency service fee provided in this article, effective as follows:

1. As of July 1, 1979, all such employees appointed subsequent to January 1, 1962;
2. As of July 1, 1980, all such employees appointed subsequent to January 1, 1955;
3. As of June 30, 1981, all such employees regardless of date of appointment.

F. Flexitime

The City and the Union agree to establish a system of flexible work scheduling for certain library personnel on a trial basis, subject to the following conditions and restrictions:

1. Eligibility

Flexible scheduling may be implemented for consenting<sup>11</sup> library service personnel.

However, custodians, clerical personnel in administrative units such as the personnel office, head librarian's office, associate head librarian's office, extension services, and the regional library office, are excluded from flexible scheduling since these personnel must conform their days to the regular City work day or to the work days of their supervisors. Other positions may be specifically excluded by the Head Librarian, as for example, those in single-person working units whose

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<sup>11</sup> This provision is made to address the requirements of M.G.L. c. 149, Section 33B, which may be overridden by the collective bargaining agreement pursuant to M.G.L. c. 150E, Section 7(d)(I), M.G. L. c. 149, Section 33B, was adopted by the City of Worcester on February 18, 1956.

schedule may be determined by the division head, in consultation with the individual and with the approval of the Head Librarian.

2. Core Hours

“Core” hours will be determined by each division according to its administrative and public service needs. A core schedule may include nights if the division determines it to be necessary to insure adequate staffing. The library will attempt to assign hours in accordance with the individual’s preferences so long as the individual works the core hours established by his division and so long as the library is adequately staffed during all hours of operation.

3. Work Day Length

Employees will work the same number of hours per working day as they are currently scheduled. There will be no carry-over of time credit and no make-up of “light” days permitted. If the library administration wishes to restructure the eight hour working day so that the eight hours worked by library personnel falls within a period exceeding nine continuous hours, this change must be returned to the parties for inclusion in the collective bargaining contract.

4. Public Service Desks

The library management will attempt to rotate assignments to public service desks within divisions in an equitable manner.

5. Breaks

Lunches and other work breaks will be scheduled by department to insure adequate staff coverage of all public functions.

6. Requests for Change

Election of hours by library staff, within parameters determined by each division head with the approval of the Head Librarian, will be considered a permanent schedule change. Requests for change in hours may be made on at least one (1) week's notice to the division head, who will determine whether the requested change is feasible within the scheduling needs of the division. Flexible scheduling is not to be confused with temporary work schedule adjustments to meet individual emergency situations.

7. Saturday and Sunday

Flexible scheduling will not affect existing contract articles on Saturday and Sunday work.

8. Review

A review of the concept of flexible scheduling may be undertaken upon request of either the Union or management no more often than semi-annually. Flexible scheduling as detailed in this Article will be reviewed annually by four persons within the library: two representatives from the Union and two representatives from management. The results of the review will be submitted to the Head Librarian.

9. No Increase in Overtime

Flexible scheduling is expressly conditioned upon agreement by the City and the Union that it will not result in any increase in overtime hours to staff the library and its branches adequately.

10. Reserved Management Rights

The library management will retain the right to determine and to assign work days to individuals according to administrative and public service needs. Management retains the right to return to the previous scheduling mechanism if, in management's opinion, problems develop with

the concept and use of flexible time in the library. Management retains the right to assign an individual to a particular schedule if that individual's choice of work hours would result in an uneven staffing pattern for the library. The library administration reserves the right to issue and to amend rules and regulations to implement this article.

11. Study Committee

The Union and the City agree to establish a study of a four (4) day, 40 hour work week. The study committee will be composed of two individuals to be named by the library administration and two individuals to be named by the Union. The study committee will be limited to study of a four day work week for graduate professional librarians and clerical sub-professional librarians, and may include experimentation with the existing schedule of the library, upon approval of the Board and the Head Librarian. The study committee will report to the Board Committee on Administration through the Head Librarian. Any permanent or semi-permanent trial for the four day work week must be returned to the parties for negotiation and inclusion in the collective bargaining contract.

It is the intent of the City and the Union that (1) there be no reduction in either the quantity or quality of work performed by personnel under the flexible scheduling or a four day work week; (2) there be no increase in overtime hours; (3) there be no increase in absenteeism or tardiness; and (4) there be no acceleration of personnel turnover at the library. In addition, the library and the Union seek to improve communications between supervisor and employee, and otherwise in the library, as well as communications with other City departments, state government, as required, and between libraries.

G. Library Reduction in Force Clause

1. In the event that reduction in force is necessary, the determination of whether and when it becomes necessary to lay off any employees shall be determined solely by the City. The determination of what classifications shall be subject to layoff, and what functions shall be reduced or terminated, shall be determined solely by the City. The number of persons to be laid off within those classifications and functions shall be determined solely by the City. Within the classifications that the City determines shall have layoffs, the City will lay off employees subject to seniority and qualifications or specialization according to the policy and procedures described herein.

2. In the event of a layoff, any tenured<sup>12</sup> incumbent in a position will be offered an opportunity to displace or bump into the same or lower grade in the same category<sup>13</sup> (subject to the Library's authority to establish specific assignments for librarians with same grade), providing that the following criteria are satisfied:

a. Said incumbent must be senior in Worcester Public Library service to the individual in the grade to which he/she seeks to displace or bump. In addition, said incumbent must meet the qualifications for the grade and the specialized requirements of the grade:

Professional Category

- i) Graduate Librarian 5 - four years of professional experience which represents a broad and varied experience in public library service including 3 years supervising professional staff.
- ii) Graduate Librarian 4 - three years of professional experience of which two years must be in the specialty relevant to the position (the specialties in this

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<sup>12</sup>As defined by Article 36.

<sup>13</sup> See paragraph 2.5.

classification are Catalog, Children's Reference, and Blind and Physically Handicapped);

- iii) Graduate Librarian 3 - two years of professional experience and a willingness to undertake relevant and successful training, as determined by the administration, within a specified period of time in order to achieve proficiency in the position.

#### Paraprofessional Category

- i) All Paraprofessional Classifications except Library Aide: One year of data entry experience; and fulfilling the minimum computer requirement as stated in the job posting.
- ii) Bookmobile Operators and all Job Classifications in Mobile and Delivery Services: Employees in these classifications who operate assigned vehicles must hold a valid Massachusetts driver's license appropriate for those vehicles they operate.
- iii) Accounting and Bookkeeping - the experience requirements for the position specified in the job description; provided, however, a Bachelor Degree in accounting or related field may be substituted for accounting experience and an Associate Degree in bookkeeping may be substituted for the bookkeeping experience;
- iv) Printing - the experience requirements for the position as specified in the job description, except letterpress experience, shall not be counted towards such



experience; must have in-depth knowledge in printing, camera, layout, and design work, and two years job experience.

- v) Outreach Coordinator for Blind and Handicapped - the ability to communicate in Braille. (L-2)
- vi) Handicapped Services - three years experience in working with the handicapped.

b. For the purposes of seniority calculation, employees shall receive credit for actual hours of part time service in the Worcester Public Library on a pro-rated basis.

c. Time served as a Library Page shall not be credited as employment service for the purpose of seniority under this article.

d. For the purposes of this Reduction in Force Clause (G) of this Special Article only, non-tenured professional librarians who have actually worked one year at Worcester Public Library in a permanent position as a professional librarian may count post MLS professional experience in this or another library towards their layoff seniority for the purpose of determining the order of layoffs, but only with respect to other non-tenured professional librarians. In all other respects, their seniority and bumping rights shall be determined according to the provisions of this article. Such outside professional employment shall not be used for any other purposes under any other article or provision of this contract.

e. The requirements for tenure under Article 36 shall not be abridged by the provisions of this Special Article.

f. For the purposes of this article, there shall be three categories of positions: professional, paraprofessional and custodial. A professional is defined as an employee whose job is

classified as a Graduate Librarian (GL). These above categories of professional and paraprofessionals shall include all non-custodial permanent employees of the Library whether or not they are in the Local 495 bargaining unit.

g. Professional employees may bump down into the paraprofessional category, provided that the professional employee had previously worked in a paraprofessional position at the Library, and provided further that the employee is bumping into a paraprofessional classification he/she previously held or in a lower paraprofessional classification. No other cross category bumping shall be permitted.

h. Bookmobile Operators shall be considered paraprofessionals, not professionals or custodians.

3. The City agrees to provide to a tenured employee who is to be laid off 14 days written notice of the date his/her layoff is to be implemented.

4.a. The City agrees to create a two year recall list for tenured employees who are laid off. Any tenured employee who is laid off shall be placed on the list by grade and category in the order of his seniority. Employees who have been demoted ("bumped down") shall also be placed on the list for their original grade, and shall qualify for recall to a position at that grade only, on the same basis as laid off employees as detailed below.

b. The employee's name shall be on the list for two years from the date he officially leaves the payroll.

c. If, after the layoff the City fills any permanent position at the Library within the grade for which a recall list exists, the City agrees that before it hires new employees for a

permanent position it will offer to recall an employee on the list according to category and specializations for the position as provided for in Section II, paragraph 1 of this article.<sup>14 15</sup>

d. After two years on the recall list, or after refusing a recall in the same grade, a laid off employee's name shall be removed automatically from the list.

e. The laid off employee shall keep the Library advised of his current address; and the Library can rely on the latest address listed in its records.

5. The determination of the necessity of layoffs, the selection of the classification and the number of employees within those classifications to be laid off, the filling of vacancies, and the reassignment of employees within grade as a result of reductions in force are essential elements of municipal management as recognized in Article 4 and as such are non-grievable and are not subject to arbitration. However, the procedural requirements for laying off and recalling tenured employees are grievable and subject to arbitration.

6. The parties recognize that other Library employees who are not members of the bargaining unit may enjoy the same bumping rights as are enjoyed by unit members under this clause.

7. Any person on the recall list who obtains additional qualifications while on such list and who gives the Head Librarian notice with documentation establishing such additional qualifications sixty (60) days prior to the posting of a position, shall be given preference on the

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<sup>14</sup> Subject to the requirements of seniority and qualification and specialization, a person of a higher classification shall be eligible for recall to any lower classification within the same category. Failure to take a position of a lower classification shall not constitute a waiver of recall rights.

<sup>15</sup> Copy of recall letter shall be provided to the Union.

position, notwithstanding the fact that said person is not eligible for recall in that classification. Nothing in this paragraph shall restrict the City's right to determine in its judgment whether the applicant does have all the qualifications for the position under which he/she may claim an appointment preference, pursuant to this article.

8. For the purposes of this Reduction in Force Clause (G) of this Special Article only, professional librarians who have actually worked one (1) continuous year at Worcester Public Library shall be eligible for bumping and recall rights under this Article.

9. For the purposes of this Reduction in Force Clause (G) of this Special Article only, professional librarians may count for seniority purposes, all time worked as a paraprofessional or a professional librarian at the Worcester Public Library.

H. Job Sharing

The City agrees to establish a committee of equal representation of the City and the Union to study job sharing at the Library. Said committee will be composed of both City and Union representatives in equal number. The committee shall study whether job sharing is feasible at the Library and whether it can be accomplished without any additional cost to the City.

I. Bookmobile Operator

Effective July 1, 1994 the City will provide the Bookmobile Operator a MEO IA rating when assigned for actually driving the library bookmobile subject to the following conditions:

- (1) the Bookmobile Operator position will not be governed by Article 31, but this Article;
- (2) to be eligible to receive the MEO pay the Bookmobile Operator must be specifically assigned by the Library Director to perform such driving.

(3) in order to be granted this rating, the Bookmobile Operator must hold a current Commercial Driver's License.

J. Van Drivers

(1) Effective July 1, 1999, Worcester Public Library employees at pay grade 21 (Librarian grade 1) who are assigned by the Library Director to substitute for Bookmobile Operators as van drivers, will be eligible to receive compensation at pay grade 24 for the actual hours worked when assigned to drive a van.

(2) The Library Director may require and assign such Worcester Public Library employees at pay grade 21 to substitute as van drivers for the Bookmobile Operators from time to time.

K. Graduate Librarian I

(1) Effective June 28, 2011, any person applying for an entry level or promotional opening for the classification of Graduate Librarian 1 must have a Bachelors degree from an accredited college and must have graduated from, or be enrolled in graduate school for library science and have successfully completed one graduate course in said graduate school.

(2) Employees hired prior to June 28, 2011, and currently classified as Graduate Librarian 1, shall be grandfathered from the criteria stated from sub-section 1 of this Section K.

SPECIAL ARTICLE 3

PUBLIC HEALTH

Notwithstanding the provisions of any other article of this Agreement, the following provisions shall be applicable to bargaining unit employees in the Department of Public Health in the classifications of: Assistant Dog Officer only, A; Senior Sanitarian only, B.

A. Animal Control Officer

1. The City agrees to provide each full time Animal Control Officer appointed for a period of not less than three (3) months the following approved items of protective clothing and equipment to a maximum value of \$190.00 per officer effective the 1983-84 fiscal year:

Summer shirt	Leather jacket
Summer pants	Necktie
Winter shirt	Raincoat
Winter pants	Zip-in liner
Boots, bite-guard	Rubber boots
Summer and winter cap	Insulated vest
Gloves	Belt - black
Name tags	Insulated boots

2. Reserve for future use.

3. Protective clothing and equipment worn in the performance of regular duties and provided by the City shall be worn during work hours, unless the Director of Public Health directs otherwise.

4. Protective clothing and equipment provided by the City shall remain City property and separating officers shall return all protective clothing and equipment to the City upon termination.

B. Senior Sanitarian

Effective July 1, 1979, the Senior Sanitarian (Public Health Department) assigned to the City's reservoirs shall receive \$2.00 per work day for travel to and from Holden for the purpose of obtaining the vehicle assigned to him. This allowance shall be paid only for such period of time as said vehicle is garaged in Holden. Any employee assigned to the reservoir after March 9, 1982, shall not receive the \$2.00 per work day stipend from the City.

C. Advanced Education Stipends

The City may grant to those employees in the job classifications of Health Inspector; Senior Sanitarian; Principal Sanitarian; Air Pollution Control Inspector; and Senior Air Pollution Control Inspector, the following stipend:

Bachelor's Degree in health, environmental science, or engineering	\$16.00 per week
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Bachelor's Degree in health, environmental science, or engineering, plus Registered Sanitarian Certificate	\$20.00 per week
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Master's Degree in health, environmental science, or engineering	\$16.00 per week
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Master's Degree in health, environmental science, or engineering, plus Registered Sanitarian Certificate	\$20.00 per week
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D. Special Conditions

(1) The Director of Public Health or his designee and the Commissioner of Code Enforcement, or his or her designee, may establish after prior consultation with the employees'

representative, a dress code for the Health and Code Departments and compliance with the dress code is a mandatory condition of employment.

(2) The Commissioner of Public Health or his designee, and the Commissioner of Code Enforcement, or his or her designee, may require Inspectors in the Health and Code Departments to review plans relevant to their job function and to inspect projects to determine compliance with the plans as reviewed.

(3) The Commissioner of Public Health or his designee, and the Commissioner of Code Enforcement, or his or her designee, may require employees of the Health and Code Departments to obtain licenses, registrations or certificates that may be established from time to time by the Commonwealth in connection with their job duties and may require mandatory training participation by employees in connection with such State requirements. The City will reimburse the Plumbing Inspectors for the renewal of their plumbing license.



SPECIAL ARTICLE 4

ASPHALT RAKERS

1. The City of Worcester has established the secondary classification of asphalt raker when assigned in the Department of Public Works. The City shall pay for said secondary rate on a when-assigned basis at the following rate per hour:

	<u>Step 1C</u>	<u>Step 1B</u>	<u>Step 1A</u>	<u>Step 1</u>
July 1, 2007		\$18.41	\$19.08	\$20.06
July 1, 2008	\$18.30	\$18.96	\$19.65	\$20.81

2. The job duties of the secondary classification of asphalt raker shall be as follows:

- a. spreading hot asphalt material evenly by raking material to pre-determined thickness;
- b. flattening surface with heated rollers;
- c. checking the evenness of asphalt surface and assuring that it is flat;
- d. raking asphalt in road resurfacing or trench repair work.

3. The parties agree that work involving pothole patching or miscellaneous patching does not qualify as asphalt raking work for the purpose of the secondary classification.

4. The permanent fixed-earned rate minimum for the secondary class of asphalt raker shall be 600 regular hours for a calendar year.

5. Persons holding an asphalt raker title shall not be eligible to exercise any MEO rating between the months of April 15 and November 15.

SPECIAL ARTICLE 5

PARKS AND RECREATION, LIBRARY, AIRPORT UNIFORMS

1. Parks and Recreation, Worcester Public Library

The City agrees to provide uniforms to those employees of the Parks and Recreation Department and the Worcester Public Library in the following job classifications only:

Junior Building Custodian  
(Public Library - day shift only)  
Park Watchman

The City reserves the right to discontinue providing uniforms to any employee or employees in any job classification in the event the uniforms are not being worn.

The time and the manner in which said uniforms shall be provided shall be in the City's discretion.

2. Worcester Municipal Airport - Security Guard and Crash Crewman Traffic Engineering Division - Parking Meter Supervisor

The City and the Union agree that the present practices as far as uniforms for employees of the Worcester Municipal Airport in the classification of Security Guard and Crash Crewman only and of the Traffic Engineering Division in the classification of Parking Meter Supervisor only shall continue during the term of this Agreement.

3. Department of Public Works

The City shall provide two uniforms per year for pumping station operators having permanent appointment. The City reserves the right to discontinue providing uniforms to any employee or employees in the event uniforms are not being worn. The time and manner in which said uniforms shall be provided shall be in the City's discretion.

The City's practice regarding being in proper uniform when reporting to work shall be applied to pumping station operators.

The City shall provide uniforms to the meter readers subject to the following conditions:

- a. The City shall provide each meter reader with three (3) pants and five (5) shirts on a weekly basis;
- b. One (1) jacket and one (1) baseball hat shall be provided to each meter reader by the City;
- c. It shall be a condition of employment for each meter reader to wear the complete uniform provided by the City, while on duty;

4. The City shall provide uniforms to the Security Guards in the Public Works Department upon their appointment as Security Guards. It shall be a condition of employment for the Security Guards to wear the uniforms provided while on duty. After the first year of employment as a Security Guard, the City shall provide a uniform allowance, which shall be based on a voucher reimbursement system, and which shall not exceed \$150 per year per employee.

## SPECIAL ARTICLE 6

### SPECIAL LICENSES

1. When the City requires an employee at the Parks and Recreation, the Free Public Library, Public Works, and Traffic Engineering to hold one or more of the licenses listed below as a condition of his performance of his job assignment or responsibility, the amount of the renewal license fee shall be reimbursed by the City to the employee:

- Special Police Officer
- Motor Equipment Operator License, Commercial Drivers License
- Hoisting License
- Building Inspector
- Elevator Inspector
- Plumbing Inspector
- Electrician
- 1st Class Steam Fireman
- 2nd Class Steam Fireman
- Boiler Room: Fireman and Steamfitter
- DPW Foreman, Commercial Drivers License (provided the employee is capable of driving a manual shift vehicle)
- Water and Sewer Pumping Station Operators, Grades 1 and 2

2. When the City requires an employee at the Municipal Airport, James D. O'Brien Field, or at the Hope Cemetery, to hold one or more of the licenses listed below as a condition of his performance of his job assignment or responsibility, the amount of the renewal license fee shall be reimbursed by the City to the employee:

- Motor Equipment Operator's License, Commercial Drivers License
- Hoisting License

3. The City will reimburse, to employees who hold a Commercial Driver's License, the cost of securing a photograph in connection with obtaining a hoisting license, not to exceed ten dollars (\$10.00).

4. When the City requires an employee assigned to Inspectional Services to hold one or more of the licenses listed below as a condition of his performance of his job assignment or responsibility, the actual amount of the renewal license fee shall be reimbursed by the City to the employee:

Registered Sanitarian *License*,  
Soil Evaluation License,  
Septic Evaluation License  
Lead Paint Inspection Certifications  
Serve-Safe License.

5. When the City requires an employee to hold a hoisting license as a condition of his performance of his job assignment or responsibility, the City shall reimburse the employee for the cost of the medical examination necessary to obtain said hoisting license or the City may require the employee to go to a health service or doctor at the City's expense for the medical examination necessary to obtain said hoisting license.

## SPECIAL ARTICLE 7

### REGRADINGS, RECLASSIFICATIONS AND NEW TITLES

The City of Worcester and Local 495, S.E.I.U., AFL-CIO, agree to the following position regradings, reclassifications, or classification creations and equipment rating changes, effective as specified herein; the classification changes shall be effective upon completion of civil service requirements.

#### A. Regradings<sup>16</sup>

1. Reserve for future use.
2. Parks - Forestry
  - a. Effective 7/1/82, regrade Foreman from p.g. 31 to p.g. 32. Effective 11/16/87, p.g. 32 to p.g. 34.
  - b. Effective 11/16/81, regrade Forestry Foreman from p.g. 32 to p.g. 34.
  - c. Effective 7/1/01, regrade Head Zookeeper from p.g. 32 to p.g. 38.
  - d. Effective 7/1/01, Electrician, regrade from p.g. 36 to p.g. 38.
  - e. Effective 7/1/01, Plumber, regrade from p. g. 36 to p.g. 38.
3. Traffic Engineering
  - a. Effective 7/1/82, regrade Foreman from p.g. 31 to p.g. 32. Effective 11/16/86, from p.g. 32 to p.g. 34.
  - b. Effective 11/16/86, regrade Working Foreman Maintenance Man from p.g. 27 to p.g. 29.
  - c. Effective 1/1/87, regrade Traffic Engineering, Aide, Grade 2, from p.g. 31 to p.g. 33.
  - d. Effective 1/1/87, regrade Jr. Traffic Engineer, Grade 3 from p.g. 34 to p.g. 31.
  - e. Effective 1/1/87, regrade Assistant Traffic Engineer, Grade 4 from p.g. 39 to p.g. 41.
  - f. Effective 1/1/87, regrade Sr. Traffic Engineer, Grade 5 from p.g. 42 to p.g. 44.
4. Public Works
  - a. Effective July 1, 1982, regrade Construction Craftsman from p.g. 28 to p.g. 30.
  - b. Effective 7/1/86, regrade Working Construction Craftsman p.g. 29 to p.g. 31. Effective 11/16/86, from p.g. 31 to p.g. 32.

<sup>16</sup> Licensed Electrician (City Hospital) and Licensed Plumber (City Hospital) regarded from p.g. 30 to p.g. 32 effective 1/3/82. Regrading to apply to other City departments with the same title, effective 7/1/82.

- c. Effective 7/1/83, regrade Pumping Station Operator from p.g. 28 to p.g. 30.
  - d. Effective 11/16/86, regrade Working Foreman Maintenance Man from p.g. 28 to p.g. 30.
  - e. Effective 11/16/86, regrade Working Foreman Motor Equipment Repairman from p.g. 32 to p.g. 34 .
  - f. Effective 11/16/86, regrade Foreman Motor Equipment Repair from p.g. 34 to p.g. 36.
  - g. Effective 5/1/89, regrade one-ton roller from Class C to Class D.
  - h. Effective 5/1/89, regrade flusher truck from Class A to Class B.
  - i. Effective 5/1/89, regrade camera truck from Class A to Class B.
  - j. Effective 5/1/89, regrade reservoir truck from Class A to Class B, only when it is hauling flat bed trailer (Vehicle #4-95) with the bulldozer in it. (The reservoir truck (Vehicle #4-62) remains as a Class A vehicle when it is not hauling the flat bed trailer.)
  - k. Effective 5/1/89, regrade Second Class Steam Fireman from p.g. 29 to p.g. 33.
  - l. Effective 5/1/89, regrade Licensed Plumber from p.g. 32 to p.g. 36.
  - m. Effective 7/1/01, regrade Parking Control Officer from p.g. 22 to 24.
  - n. Effective 7/1/01, regrade Signal Maintainer from p.g. 31 to p.g. 32.
5. Reserve for future use.
6. Code Enforcement Department
- a. Effective 7/1/83, regrade Working Foreman Cabinetmaker from p.g. 31 to p.g. 32. Effective 11/16/86, p.g. 32 to p.g. 33.
  - b. Effective 7/1/83, regrade Chief Public Safety Inspector from p.g. 39 to p.g. 41.<sup>17</sup>
  - c. Effective 1/1/86, regrade Senior Building inspector from p.g. 37 to p.g. 39.
  - d. Effective 5/1/89, regrade Licensed Plumber from p.g. 32 to p.g. 36.
  - e. Effective 5/1/89, regrade Senior Plumbing and Gas Fitting Inspector from p.g. 37 to p.g. 39.

7. Vocational Schools

The City agrees to establish a classification of Senior Cafeteria Helper (Vocational Schools).

Fanning Trade High School, in p.g. 20(D), effective 7/1/83.

8. Police Department

- a. Effective 11/16/86, regrade Dispatcher from p.g. 25 to p.g. 26. Effective 5/1/89, from p.g. 26 to p.g. 27.

<sup>17</sup>The parties understand that Chief Public Safety Inspection classification, upon regrading, shall no longer be included within the collective bargaining unit.

- b. Effective 11/16/86, regrade Senior Dispatcher from p.g. 28 to p.g. 29. Effective 5/1/89, from p.g. 29 to p.g. 30.
  - c. Effective 7/1/01, regrade Matron from p. g. 21 to p. g. 23.
9. Airport
- a. Effective 11/16/86, regrade Foreman from p.g. 32 to p.g. 34.
10. Cemetery
- a. Effective 11/16/86, regrade Working Foreman Maintenance Man from p.g 27 to p.g. 29.
11. Clerical - Administrative
- a. Effective 5/1/89, regrade Clerk and Typist from p.g. 17 to p.g. 18.
  - b. Effective 5/1/89, regrade Records Clerk from p.g. 17 to p.g. 18.
  - c. Effective 5/1/89, regrade Senior Clerk from p.g. 21 to p.g. 22.
  - d. Effective 5/1/89, regrade Senior Clerk and Typist, Medical from p.g. 23 to p.g. 24.
  - e. Effective 5/1/89, regrade Senior Clerk and Typist from p.g. 21 to p.g. 22.
  - f. Effective 5/1/89, regrade Senior Clerk and Stenographer from p.g. 23 to p.g. 24.
  - g. Effective 5/1/89, regrade Senior Medical Stenographer from p.g. 23 to p.g. 24.
  - h. Effective 5/1/89, regrade principal Clerk, Principal Clerk and Stenographer and Medical Transcriber from p.g. 26 to p.g. 27.
  - i. Effective 5/1/89, regrade Principal Clerk, and Medical Stenographer, Principal Medical Stenographer and Medical Transcriber Clerk and Typist from p.g. 26 to p.g. 27.
  - j. Effective 5/1/89, regrade Head Clerk from p.g. 29 to p.g. 30.
  - k. Effective 5/1/89, regrade Senior Data Entry Operator from p.g. 21 to p.g. 22.
  - l. Effective 5/1/89, regrade Senior Bookkeeper from p.g. 23 to p.g. 25.
  - m. Effective 5/1/89, regrade Principal Bookkeeper from p.g. 26 to p.g. 28.
  - n. Effective 5/1/89, regrade Principal Account Clerk from p.g. 26 to p.g. 28.
  - o. Effective 5/1/89, regrade Accountant from p.g. 30 to p.g. 32.
  - p. Effective 5/1/80, regrade Collection Agent from p.g. 26 to p.g. 27.
12. Health Department
- a. Effective 5/1/89, regrade Dog and Animal Control Officer from p.g. 29 to p.g. 31.
  - b. State and Federal funded positions shall be converted, as described in Special Article 11 of this Agreement.
13. Library
- a. Effective 5/1/89, regrade Library Aides from p.g. 17 to p.g. 18.



B. RECLASSIFICATIONS

The City and the Union agree to certain reclassifications, as follows:

1. Reserve for future use.
2. Library
  - a. Effective 3/20/84, reclassify the Children's Librarian, L-2 (Main Library) from L-2 to L-3.
  - b. Effective 11/16/86, reclassify Children's Service Librarian from GL-4, p.g. 40 to GL-5, p.g. 41.
  - c. Effective 5/1/89, reclassify Library Aides (Billings Square and South Worcester Branches) from p.g. 17 to L1, p.g. 21.
  - d. Effective 5/1/89, reclassify the Telephone Information Service position from Library I, pay grade 21 to Library II, pay grade 25.
  - e. Effective 5/1/89, reclassify the Coordinator of Mobile Services from Library III, p.g. 29, to Library IV, p.g. 31.
3. Vocational School Department
  - a. Effective 1/1/86, reclassify two positions of Junior Building Custodian, p.g. 25, to Senior Building Custodian, p.g. 30. (One position WITI, one position Bell Hill); create one Senior Building Custodian position, p.g. 31 at Boy's Trade.
4. Parks
  - a. Effective 1/1/86, reclassify Parks Department Division Senior Clerk p.g. 21 to Principal Clerk p.g. 26.
  - b. Effective 11/16/86, Construction Craftsman, p.g. 29 to Working Foreman Construction Craftsman, p.g. 32.
5. Traffic Engineering
  - a. Effective 11/16/86, reclassify one position of Traffic Engineer, Grade 5, p.g. 42 to Traffic Engineer, Grade 6, p.g. 46. (Grade 6 Traffic Engineer not to be a collective bargaining unit position.)
6. Public Works
  - a. Effective 5/1/89, reclassify three positions of Laborer, p.g. 24, within the Public Works Department to Maintenance Craftsmen, p.g. 30.

7. Code Enforcement Department

- a. Effective 5/1/89, reclassify position of Working Foreman Cabinetmaker to General Foreman, p.g. 38.

The parties agree that the new position of General Foreman shall be a unit head position, and shall be outside the bargaining unit.

This reclassification is subject to the reorganization of the Code Enforcement Department.

C. Miscellaneous

- (1) Librarian 2-A

The City agrees to establish four (4) permanent positions of Librarian Grade 2-A at pay grade 26 to replace by attrition the 4 persons at Librarian Grade 2 who were personally regraded to p.g. 26. These positions will only be filled at such time as there is a vacancy created by end of employment of one of the four Librarian 2's presently receiving pay grade 26 as provided in the April 28, 1980, Settlement Agreement, between the City and the Union. At no time shall the total number of Librarian-2's receiving pay grade 26 and Librarian 2-A's exceed four in the aggregate. The duties and responsibilities of the Librarian 2-A's shall be assigned by the Library, provided, however, that the Library shall allocate two of the L2-A positions to persons doing printing work at the Library. (Effective March 20, 1984.)

- (2) Reserve for future use.  
(3) Reserve for future use.  
(4) Reserve for future use.  
(5) Reserve for future use.

(6) Parks Department

- a. The Ice Planner shall be rated at 3-A, effective July 1, 1982.
- b. The City shall establish the classification of Construction Craftsman in the Parks Department with the same pay grade and duties as held by Construction Craftsmen in the Department of Public Works, effective January 3, 1982.
- c. Effective fiscal year 2002, the City shall establish the classification of Senior Craftsman/Mason at pay grade 38.

(7) Reserve for future use.

(8) Reserve for future use.

(9) Code Inspection

The City shall, when assigned, establish the title of Working Foreman, Construction Craftsman in the Code Inspection Department with \$10.00 per week additional compensation, effective July 1, 1982.

(10) Traffic Engineering

The City agrees to establish in the Traffic Engineering Division a secondary classification of Denver Boot Detail (when assigned), \$2.00 per day, effective March 20, 1984. Effective January 1, 1986, \$4.00 per day.

(11) Mechanics (Worcester Police Department)

The City agrees to extend Class I and II ratings, as they are designated under the 1981-82 contract, to the mechanics in the Worcester Police Department subject to the same qualifications and conditions established under Article 33 of the contract for said classes in the Department of Public Works, effective March 20, 1984.

(12) Animal Control Officer (Health Department)

The City agrees to establish the classification of Animal Control Officer. In order to be eligible for appointment to this position, the person must have three years experience as an Animal Control Officer, and must successfully pass a written examination given by the City. Said examination shall be related to the job duties of Animal Control Officer, and shall require a passing grade of 70. The City agrees to establish the classifications of Senior Animal Control Officer and Principal Animal Control Officer II. These classifications shall be on the pay plan established for Code and Health Inspectors. To be eligible for these classifications, the employee must be fully licensed to perform these functions as may be required from time to time.

(13) Reserve for future use.

(14) Reserve for future use.

(15) Reserve for future use.

(16) Reserve for future use.

(17) Health Department

The City shall establish the classification of Junior Sanitary Engineer at pay grade 37 in the Health Department, effective May 1, 1989.

(18) Pumping Station, DPW

The City shall establish the pay classification of Pumping Station Operator II at pay grade 32 within the Public Works Department, effective May 1, 1989. To be eligible for appointment or promotion to this position, a person must possess a Level II license. If available, the City shall provide Pumping Station Operators II with pumping station books.

(19) Airport

The City agrees to establish the following pay career ladder for Security Guards and Crash Crewmen at the Airport, effective May 1, 1989:

- i. Security Guard/Crash Crewman II, pay grade 34; must be licensed as police officer under M.G.L. 41, Section 96B, unless grandfathered and sworn in and exercising police powers; must also be certified as crash crew member.
- ii. Senior Security Guard/Crash Crewman<sup>18</sup>, pay grade 35; must be licensed as police officer under M.G.L. 41, Section 96B, with an Airport rank of Corporal.
- iii. Principal Security Guard/Crash Crewman with Airport rank of Lieutenant; shall not be in collective bargaining unit and shall be the unit head.

The above Airport positions shall be subject to and must meet the applicable requirements of the Rules and Regulations of the Police and Fire Departments of the City of Worcester.

(20) Reserve for future use.

(21) Principal Data Entry Operator. The City shall establish the classification of Principal Data Entry Operator at pay grade 27, effective May 1, 1989.

(22) Graduate Librarian, Professional Grades. The City shall establish a 7th and 8th step for the Graduate Librarian classification in accordance with the City's P pay schedule. The 7th step shall become effective May 1, 1989; Step 8 shall become effective July 1, 1989.

(23) Reserve for future use.

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<sup>18</sup> Subject to the approval of the Personnel Department and the Civil Service Commission on the redefining of the duties of Senior Security Guard from those of unit head to those of supervisor.

(24) Employee Assistance Aide. The City agrees to establish a secondary title of Employee Assistance Aide, Police Department, effective May 1, 1989: \$10.00 per day, when assigned.

(25) Reserve for future use.

(26) Reserve for future use.

(27) Reserve for future use.

(28) Reserve for future use.

(29) Reserve for future use.

(30) Reserve for future use.

Employees to be regraded shall be regraded from the step corresponding to the length of service within the classification and not from any so-called recruiting step, provided, however, that every employee regraded shall receive at least one increment for the regrading of his or her grade.

The above new titles, regradings and reclassifications shall be subject to appropriation by the City Council, and where appropriate, the approval of the State Civil Service Commission.

Implementation of the above is subject also to applicable City policy and Civil Service Commission procedure.

SPECIAL ARTICLE 8

*Reserve for future use.*

## SPECIAL ARTICLE 9

### RECOGNITION

With regard to the Department of Parks and Recreation, the Worcester Free Public Library and the Vocational School Department, the Prefix to this agreement shall be construed to apply to employees and not to work. It shall not limit the City's right to contract out work or to transfer work to other employees in the bargaining unit. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of the City's employees. No work presently performed by employees in the bargaining unit shall be contracted out, but shall be subject to negotiation between the parties.



## SPECIAL ARTICLE 10

### ENGINEERS

The City will recommend to the City Manager and the City Council that, subject to appropriation and effective July 1, 1982:

- A. For the duration of this agreement, the minimum step for the classification of Jr. Civil Engineer, Grade 3, and Assistant Civil Engineer, Grade 4, shall be Step 3, for those positions in which the employee actually performs as a civil engineer.
- B. Engineers in Grades 3 and 4 affected by paragraph 1 will retain their present anniversary date of appointment.
- C. Engineers holding an Engineer in Training License (EIT) and/or a Surveyor in Training License (SIT) shall receive a \$10 per week stipend not included in the base for a period of five years after the initial obtainment of either EIT or SIT, or until the employee receives the professional Engineers License (PE) or the Registered Land Surveyor's License (RLS) if he does so before the end of that five year period.<sup>19</sup> The \$10 stipend is for either the SIT or EIT or for both, but not cumulatively. If an employee has both the SIT and EIT he/she shall receive \$10 per week, and not \$20 per week. Under no circumstances can an employee under this paragraph receive more than a \$10 per week stipend. If within five years of receiving the stipend the engineer has not received a PE or RLS, the stipend paid hereunder shall be terminated by the City.
- D. Engineers holding a PE and/or RLS shall receive a \$20 per week stipend not to be included in the base. The stipend is for either the PE or RLS or for both. Engineers holding both the PE and RLS will receive \$20 per week. Under no circumstances can an engineer receiving a

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<sup>19</sup> Employees presently holding EIT or SIT shall have five years from the date of March 9, 1982, to become qualified as an RPE or RLS.

stipend under this paragraph receive more than a \$20 per week stipend. No engineer receiving a stipend under this paragraph shall be eligible for a stipend under paragraph C.

In order to be eligible for a stipend under paragraphs C or D:

1. the civil engineer must provide the City with a certified copy of an EIT, SIT, PE, or RLS license actually awarded to him; and

2. the civil engineer must, if requested by the City, perform the skills and assignments commensurate with his/her license and utilize his/her license if requested to do so by the City.

E. Traffic Engineers shall receive the stipends set forth in paragraphs C and D provided that they meet the conditions and requirements in said paragraphs and provided that the department head certifies that said engineers do equivalent work of a civil engineer and recommends that the traffic engineer receive such stipend.

## SPECIAL ARTICLE 11

### INCREMENTS FOR TEMPORARY STATE/FEDERALLY FUNDED EMPLOYEES

1. Full time temporary employees in federal or state funded programs who have served full time one year continuously in a federal or state funded position will become eligible to earn an increment on their second anniversary in that federal or state funded position. After earning their first increment after these two years, these temporary employees will receive regular increments in that position in the same manner as if they were provisional employees.

2. The provision of this Special Article shall be subject to appropriation by the City Council.

SPECIAL ARTICLE 12

CODE INSPECTOR DUAL INSPECTIONS

Subject to law, the Union agrees that the City may assign from time to time electrical inspectors to perform building inspectors' duties as the City deems appropriate and such assignment shall not constitute a unilateral change under Chapter 150E or a violation of the contract between the parties. This provision does not apply to the present incumbents. (July 1, 1983)

## SPECIAL ARTICLE 13

### POLICE DISPATCHING FUNCTION

The City agrees that during the term of this contract the police dispatching function shall be a civilian function. The Union agrees that the Director of Communications may continue to assign police officers to provide dispatching services; provided, however, that the Director of Communications shall not make an assignment of a police officer to dispatching if the effect would be to cause the actual layoff of a dispatcher or senior dispatcher who is on the payroll as of the date of the execution of this Memorandum of Agreement. This restriction shall not otherwise limit, in any way, the City's right or power to dismiss dispatchers or to discipline the same.

## SPECIAL ARTICLE 14

### SPECIAL 4 AND 2 SCHEDULE - DISPATCHERS

Effective January 1, 2002, the City shall establish a four (4) days on and two (2) days off work schedule for employees in the classification of Dispatcher and Senior Dispatcher in the Communications Department, provided, they are assigned to dispatching and not administrative or clerical duties.

Effective with the signing of this Agreement, no temporary or provisional employee in the Communications Department shall have just cause rights subject to Chapter 31 of the Massachusetts General Laws, until having completed one year of actual service with the City Communications Department provided, however, any employees as of the signing of this Agreement shall be grandfathered subject to said Chapter 31.

SPECIAL ARTICLE 15

HEALTH DEPARTMENT

1. The City agrees to convert all Local 495 Public Health Department temporary state and federal funded positions as of June 20, 1989 to regular civil service positions with appropriate civil service title and grade, subject to the following conditions:
  - a. Civil service approval and processing;
  - b. Continuation of the waiver by the Union of any impact bargaining over the positions where funding is eliminated or reduced for such positions by the state or federal government;
  - c. Reassignment by the Director of Public Health to any task within their job title at any time;
  - d. A civil service list and automatic termination of appointment as result of such list.
2. Subject to Appendix C (Salary Ordinance limits), the City will attempt at the time of conversion to place qualified employees at the same pay rate they were at immediately prior to the conversion.

SPECIAL ARTICLE 16

*Reserve for future use.*



SPECIAL ARTICLE 17

*Reserve for future use.*

SPECIAL ARTICLE 18

*Reserve for future use.*

SPECIAL ARTICLE 19

WORCESTER MUNICIPAL AIRPORT (EMT Stipend)

The City will provide an annual stipend to the security guards and crash crewmen effective July 1, 2002 of \$500, if they have a current EMT certification. If the employee has not worked the full year, the stipend will be paid on a pro rata basis.

## CONDITIONS AND DURATION OF AGREEMENT

### 1. Effective Date

The signing of this Agreement by the authorized representatives of the Union and the municipal employer shall constitute an entire agreement effective upon signing until the 30th day of June, 2013, inclusive.

### 2. Termination

This Agreement shall terminate on June 30, 2013, provided that it shall remain in effect thereafter during negotiations for a new agreement, unless either party shall send a ten (10) day notice of termination. Said notice of termination shall not be effective prior to July 1, 2013.

### 3. Changes

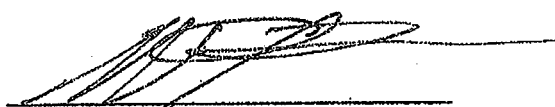
Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes, they may wish to introduce into this Agreement, which shall be effective after June 30, 2013, it is agreed that notice of the substance of the changes and the language by which such desired changes is to be expressed, shall be mailed to the authorized parties signatory to the agreement not earlier than sixty (60) days nor less than thirty (30) days before termination of this agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of negotiation for desired changes.

4. No Retroactive Effect

This Agreement shall become effective on July 1, 2010, or as otherwise provided herein, and shall have no effect prior to that date.

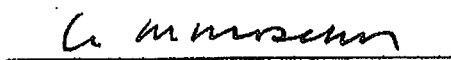
IN WITNESS WHEREOF, the Union and the City have caused this agreement to be executed in their names by their duly authorized representatives this 14<sup>th</sup> day of May, 2013.

CITY OF WORCESTER,



Michael V. O'Brien,  
City Manager

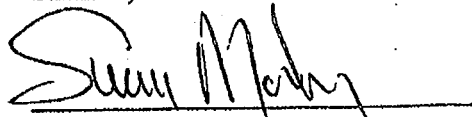
Date: 5/20/13



D. M. Moschos, Esq.  
Special Counsel

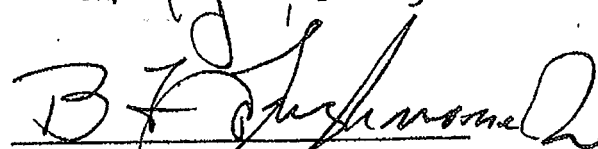
Date: 5/14/13

LOCAL 495, NAGE,  
S.E.I.U., AFL-CIO



Sean Maher, President

Date: May 5, 2013



Bernard F. Loughmane, Jr.  
National Representative

Date: May 6, 2013

AMENDMENT #1 TO  
MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF WORCESTER  
and  
LOCAL 495, S.E.I.U., AFL-CIO  
RELATIVE TO SANITATION WORKERS

WHEREAS: The City of Worcester (“the City”) and Local 495, S.E.I.U., AFL-CIO (“the Union”) have met relative to the duties and wages of the Department of Public Works Sanitation Laborers assigned to pick up garbage; and

WHEREAS: The City and the Union have voluntarily reached an agreement on a stipend to be paid to such Sanitation Laborers who actually pick up garbage and have agreed to amend their Memorandum of Agreement of March 9, 1982.

NOW THEREFORE: be it agreed to by the City of Worcester and Local 495, S.E.I.U., AFL-CIO, as follows:

1. Effective October 1, 1982, the City shall pay to such Public Works employees who actually pick up garbage for the Sanitation Division \$2.00 per day for each actual day of such work.

2. This stipend shall not be paid to more than twenty-four persons per day by the City.

3. This stipend shall be incorporated into the master contract as an amendment to Special Article 1 by adding the following paragraph to said Special Article:

“D. For Public Works employees actually picking up garbage for the Sanitation Division \$2.00 per day for each actual day of performing such work.”

4. Unless a Public Works employee actually picks up garbage for a day, he shall not be eligible for the \$2.00 per day stipend, notwithstanding the fact that he may be regularly assigned to such duties or has the title of Sanitation Laborer. The intent of this amendment is to compensate Public Works employees not to exceed twenty-four per day for actually doing the work in the field, irrespective of title or regular assignment.

5. This amendment is subject to ratification by the Worcester City Council.

This amendment has been duly executed by the authorized representatives of the City and the Union in Duplicate on October 5, 1982.

FOR THE CITY OF WORCESTER  
/s/ Francis J. McGrath  
City Manager

FOR LOCAL 495, S.E.I.U.  
/s/ Leonard S. Gabrila  
Leonard S. Gabrila  
Business Manager

/s/ D. M. Moschos  
D. M. Moschos, Special Counsel  
Office of Labor Relations

AMENDMENT #2 TO  
MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF WORCESTER  
and  
LOCAL 495, S.E.I.U., AFL-CIO  
RELATIVE TO SANITATION WORKERS

WHEREAS: The City of Worcester ("the City") and Local 495, S.E.I.U., AFL-CIO ("the Union") have met relative to the duties and wages of the Department of Public Works Sanitation Laborers assigned to pick up garbage; and

WHEREAS: The City and the Union have voluntarily reached an agreement on a stipend to be paid to such Sanitation Laborers who actually pick up garbage and have agreed to amend their Memorandum of Agreement of March 9, 1982.

NOW THEREFORE: be it agreed to by the City of Worcester and Local 495, S.E.I.U., AFL-CIO, as follows:

1. Effective May 1, 1989, the City shall pay to such Public Works employees who actually pick up garbage for the Sanitation Division \$4.25 per day for each actual day of such work.
2. This stipend shall not be paid to more than twenty-four persons per day by the City.
3. Unless a Public Works employee actually picks up garbage for a day, he shall not be eligible for the \$4.25 per day stipend, notwithstanding the fact that he may be regularly assigned to such duties or has the title of Sanitation Laborer. The intent of this amendment is to compensate Public Works employees not to exceed twenty-four per day for actually doing the work in the field, irrespective of title or regular assignment.
4. This amendment is subject to ratification by the Worcester City Council.

This amendment has been duly executed by the authorized representatives of the City and the Union in Duplicate on June 20, 1989.

FOR THE CITY OF WORCESTER

FOR LOCAL 495, S.E.I.U.

/s/ William J. Mulford

/s/ Gary Spring

William J. Mulford  
City Manager

Gary Spring  
Business Manager

/s/ D. M. Moschos  
D. M. Moschos, Special Counsel  
Office of Labor Relations



A MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF WORCESTER  
AND  
LOCAL 495, S.E.I.U., AFL-CIO  
REGARDING VOCATIONAL CAFETERIA WORKERS

WHEREAS: On October 31, 1981, the Massachusetts Labor Relations Commission certified Local 495, SEIU, AFL-CIO ("Union") as the new bargaining representative for the Vocational Cafeteria Workers;

WHEREAS: The City of Worcester ("City") and the Union have been bargaining over wages, hours, and other terms and conditions of employment for the Vocational Cafeteria Workers ("Workers");

WHEREAS: The City and the Union have reached an interim agreement on the wages for fiscal 1981-82 for the Workers, subject to the police-fire reopener;

WHEREAS: The Workers did receive their 6% salary increase for fiscal 1981-82\*; and

WHEREAS: The City and the Union have reached an agreement on the wages, hours and terms and conditions of employment for the workers;

NOW, THEREFORE, be it agreed by the City of Worcester and Local 495, SEIU, AFL-CIO, as follows:

1. The Vocational Cafeteria Workers unit shall be incorporated into the Master Local 495 contract as Unit IC in accordance with this Memorandum and the certification of the Massachusetts Labor Relations Commission.
2. The City and the Union acknowledge that the Workers have received their economic adjustments for fiscal 1981-82 and shall have the same reopening rights provided to the other Local 495 units under the 1981-83, Local 495 contract.
3. The Master contract provisions, as amended by the Master Memorandum of Agreement of March 9, 1982, shall be applicable to the Workers, except for vacation leave, holiday leave, and residency, which shall be in accordance with the attached Special Articles.
4. There shall be a miscellaneous special article covering replacement for absenteeism, attendance at annual workshop, computation for increment eligibility, hours of employment and uniforms, in accordance with the attached Special Articles, which shall govern the Workers.
5. The City and the Union shall refer the question of the proper classification for the Fanning Trade High School Cafeteria Helper to the 1983 reopener negotiations of the City and the Union.

6. The City agrees to send a letter to the Union explaining the Vocational School snow day policy for the 1982-83 academic year, as it pertains to the Workers.
7. The provisions of the Master Local 495 Memorandum of Agreement of March 9, 1982, except as otherwise provided in this Memorandum, shall also be applicable to the Workers and shall govern the parties' terms and conditions of employment.
8. This Memorandum shall expire on June 30, 1983.

This Memorandum of Agreement has been duly executed by the authorized representatives of the City of Worcester and Local 495, SEIU, AFL-CIO on October 6, 1982.

FOR THE CITY OF WORCESTER

/s/ Francis J. McGrath

City Manager

/s/ D. M. Moschos

D. M. Moschos  
Special Counsel

FOR LOCAL 495, SEIU, AFL-CIO

/s/ Leonard S. Gabrila

Leonard S. Gabrila  
Business Manager

/s/ George Fussell

George Fussell  
Business Agent

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\* Vocational Cafeteria Workers are under City Pay Schedule 1D.

SUPPLEMENTAL AGREEMENT (REVISED #2)  
BETWEEN THE CITY OF WORCESTER  
AND  
LOCAL 495, NAGE, S.E.I.U., AFL-CIO  
RELATIVE TO ASPHALT RAKERS

WHEREAS, the City of Worcester (City) is unable to retain employees skilled in asphalt raking; and

WHEREAS, the City has a large-scale street resurfacing program, and

WHEREAS, the City and the Union have negotiated over the question of a secondary rate for asphalt raking and have reached an agreement relative thereto;

NOW, THEREFORE, be it agreed by the City of Worcester and Local 495, NAGE, S.E.I.U., as follows:

1. The City shall establish the secondary classification of asphalt raker when assigned in the Department of Public Works.

2. The City shall pay for said secondary rate on when-assigned basis the following rate per hour:

Eff.	7/1/94	\$ 12.36
	1/1/95	\$ 12.61
	4/1/95	\$ 13.11
	7/1/95	\$ 13.63

3. The job duties of the secondary classification of asphalt raker shall be as follows:

- a. spreading hot asphalt material evenly by raking material to pre-determined thickness;
- b. flattening surface with heated rollers;
- c. checking the evenness of asphalt surface and assuring that it is flat;
- d. raking asphalt in road resurfacing or trench repair work.

4. The parties agree that work involving pothole patching or miscellaneous patching does not qualify as asphalt raking work for the purpose of the secondary classification.

5. The permanent fix-earned rate minimum for the secondary class of asphalt raker shall be 600 regular hours for a calendar year.

6. Notwithstanding paragraph 5, the individuals on Schedule A shall be deemed for 1987 to have earned 600 hours; provided they are assigned as an asphalt raker and accept asphalt raker assignments throughout the asphalt raking season.

7. Persons holding an asphalt raking title shall not be eligible to exercise any MEO rating between the months of April 15 and November 15.

This agreement has been duly executed by the authorized representatives of the City and the Union on the date listed below.

CITY OF WORCESTER

LOCAL 495, NAGE, S.E.I.U.

Thomas R. Hoover,  
City Manager

Walter A. Zawalich  
President

D. M. Moschos, Esq.  
Special Counsel

James T. Masteralexis, Esq.  
Counsel

Dated:

Dated:

MEMORANDUM OF AGREEMENT  
Between  
THE CITY OF WORCESTER  
and  
NAGE/LOCAL 495, S.E.I.U., AFL-CIO

WHEREAS, the City of Worcester (“the City”) and NAGE/Local 495, SEIU, AFL-CIO (“the Union”) have been negotiating in connection with certain issues related to the calculation of “time worked” for eligibility for overtime compensation and other paid leave time accrual; and

WHEREAS, the City and the Union have reached a tentative agreement with respect to the subject issues; and

NOW, THEREFORE, the existing collective bargaining agreement in effect between the City and the Union shall be amended as follows:

“Notwithstanding the provisions of Article 20 of the current collective bargaining agreement between the City and the Union (“the Agreement”), any employee covered by the Agreement shall be entitled to have his or her paid sick leave calculated as “time worked” for purposes of accruing time for payment of overtime compensation.

Notwithstanding the provisions of Article 2 of the City of Worcester Leave Ordinance, an employee covered by the Agreement, with ten (10) or more years service, shall have paid sick leave calculated as “time worked” for purposes of accruing the thirty (30) weeks of work time in the previous year for vacation time eligibility in the current year, as per the City of Worcester Vacation Ordinance.

Paid sick leave shall also be calculated as “time worked” for other benefit eligibility not specifically excepted in this Memorandum or by operation of any other section of the Agreement, the City of Worcester Ordinances, the City of Worcester Personnel Rules and Regulations, or any applicable Massachusetts or Federal law or regulation.

The City and the Union agree that time during which an employee is absent from work due to an injury compensable under G.L. c. 152, “personal days”, or leave without pay, or any other leave not specified in the Agreement shall not be counted as “time worked” for calculating overtime compensation eligibility, vacation time eligibility, or other benefit eligibility under the Agreement.

In the case of a catastrophic illness suffered by an employee covered by the Agreement, the Executive Office of Human Resources may review the case circumstances to determine if a waiver of this Agreement’s provisions is appropriate and make a recommendation to the City Manager, who, in his sole discretion, shall grant or deny such waiver.”

The City and the Union will create a Joint Study Committee to review the effect of the subject amendments upon sick leave usage as it relates to overtime compensation eligibility. The Committee will consist of two (2) City administration representatives and two (2) Union representatives. The Committee shall prepare a report for the City Manager containing a recommendation relating to any change of the system established by the subject amendments during the current term of the Agreement. The Committee recommendation must be by majority vote which will be binding upon the parties. The Committee report will be due twelve (12) months from the date of execution of this Agreement.

NAGE/LOCAL 495, SEIU, AFL-CIO

by /s/  
Walter A. Zawalich,  
President

Dated: 6/27/95

Ratified:  
NAGE/LOCAL 495, SEIU, AFL-CIO

by /s/  
Walter A. Zawalich  
President

CITY OF WORCESTER

by /s/  
Thomas R. Hoover,  
City Manager

Dated: 6/27/95

Ratified:  
CITY OF WORCESTER

by /s/  
Thomas R. Hoover  
City Manager

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF WORCESTER  
AND  
NAGE, LOCAL 495  
(Regarding Different Policies, Practices and Procedures  
Within Each Division of the Department of Public Works)**

WHEREAS, the City of Worcester (the "City") and NAGE, Local 495 (the "Union") are parties to a Collective Bargaining Agreement, the duration of which is July 1, 2000 - June 30, 2003.

WHEREAS, the City and the Union held an Exchange of Views meeting on February 6, 2002 for the purpose of discussing the variations of policies, procedures and practices within different divisions of the Department of Public Works as they effect the temporary reassignment of employees from their current division to another division of the Department of Public Works;

WHEREAS, the City and the Union have reached an understanding regarding the temporary reassignment of employees from their current division to another division of the Department of Public Works;

NOW, THEREFORE, the parties wish to memorialize their understanding, as follows:

1. The Union acknowledges that the Department of Public Works is comprised of several different divisions that have diverse operational responsibilities and as a result, some of the policies, procedures and practices differ to a degree so as to be unique to each specific division.<sup>20</sup>
2. The Union agrees that when an employee is temporarily reassigned from their usual division to another division within the Department of Public Works, the employee shall follow the policies, procedures and practices of the division that he/she has been assigned to temporarily.
3. The Union further agrees that the employee who has been temporarily reassigned to another division shall be responsible to, and work for, the supervisors in the division to which he/she has been temporarily reassigned. (See examples contained in Attachment A hereto).
4. The City acknowledges its obligation to adhere to the provisions of the Collective Bargaining Agreement.

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<sup>20</sup> The City and the Union acknowledge that many of these unique divisional policies, procedures and practices are not in writing, but have been in place for many years.

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

NAGE, LOCAL 495

CITY OF WORCESTER

By: \_\_\_\_\_ /s/  
Michael Lavin, President

By: \_\_\_\_\_ /s/  
Kathleen G. Johnson  
Acting Director of Human Resources

Dated: 2/10/05

Dated: 2/18/05

By: \_\_\_\_\_ /s/  
Bernard F. Loughnane,  
Representative

By: \_\_\_\_\_ /s/  
D. M. Moschos, Esquire  
Special Counsel

Dated: 2/10/05

Dated: 2/14/05



August 25, 1982

George Fussell  
Business Agent  
Local 495, SEIU  
340 Main Street  
Worcester, MA 01608

Dear George:

Please be advised that for the 1982-83 academic year, the Vocational School Department agrees that when a Vocational school is closed because of a snow storm, the cafeteria workers from that school shall be released from duty with pay during the period said school is closed. The City agrees that if in future academic years it wishes to change or end this practice, the City will notify the Union and will agree to bargain over the is matter.

Sincerely yours,

D. M. Moschos  
Special Counsel

cc: Office of Labor Relations  
Superintendent, Vocation School Department

December 22, 1980

David Wagner, Business Manager  
Local 495, SEIU, AFL-CIO  
340 Main Street  
Worcester, MA 01608

Re: Article 31, Motor Equipment Operator

Dear Mr. Wagner:

This letter is intended to clarify paragraphs 11 and 16 of the above-referenced Article of the 1979-81 collective bargaining agreement.

1. As to paragraph 11, the City interprets the language as meaning that an MEO I or III who has a fixed earned rate and who "bumps down" from assigned equipment to lower rated or unrated equipment, or to his primary classification, will not thereby lose his fixed earned rate. He will, however, be paid at the rate appropriate to the equipment or classification he "bumps down" until he notifies the appropriate departmental authority that he is ready to accept any assignment for which he is qualified.

In other words, the City construes "bumping down" as a standing refusal to operate higher-rated equipment until the employee gives actual notice overriding the refusal. It is the responsibility of the employee to give such notice.

2. As to paragraph 16, please be advised that four wheel drive three quarter ton pick-up trucks will be rated equipment when equipped with a snow plow or sander and used, at the City's direction, for plowing and sanding. Such vehicles shall be unrated when not equipped, or when so equipped, but assigned to nonplowing or non-sanding activities.

Sincerely yours,

/s/ Dee Moschos

D. M. Moschos  
Special Counsel  
Office of Labor Relations

December 22, 1980

Demitrios Moschos, Esq.  
Special Counsel for Labor Relations  
Office of Labor Relations, Room 402  
City Hall  
Worcester, MA 01608

Dear Mr. Moschos,

This letter is to confirm discussions held during collective bargaining in Spring 1979, and Article 27(b) of the Memorandum of Understanding signed last Spring, that relate to the election of remedies under Article 12 (Equal Opportunity and Non-Discrimination). Local 495 acknowledges that an employee pursuing statutory procedures against an alleged act of discrimination may find remedies different from those available under Article 11 of the collective bargaining agreement (Grievance Procedure). Similarly, an employee electing to pursue the matter as a grievance is restricted to remedies permissible under the contract.

Sincerely,

/s/ David Wagner

David Wagner  
Business Manager

November 19, 1980

Mr. David Wagner, Business Manager  
Local 495, SEIU, AFL-CIO  
340 Main Street  
Worcester, MA 01608

Dear Mr. Wagner:

Please be advised that pursuant to the prior agreement of the parties, the City of Worcester recognizes Mr. Peter Cariglia, present incumbent of the position entitled Assistant Commissioner, Division of Buildings, in the Department of Code Inspection, as a member of Local 495, Unit II.

This recognition is limited to Mr. Cariglia only, and is not extended to the position of Assistant Commissioner, and shall not prejudice the City's right to withhold such recognition from any future incumbent or the position of Assistant Commissioner, Division of Building.

Sincerely yours,

/s/ Dee Moschos

D. M. Moschos  
Special Counsel  
Office of Labor Relations

cc: Mr. Peter Cariglia

September 25, 1980

Richard G. Boulanger, Business Manager  
Local 495, SEIU, AFL-CIO  
340 Main Street  
Worcester, MA 01608

Dear Mr. Boulanger:

This letter will confirm that the City shall give a two weeks notice to Local 495 prior to its use of time clocks and mechanical time/record keeping devices in the various City departments. Notice is for information purposes and not a condition precedent to City action.

Sincerely yours,

/s/ Dee Moschos

D. M. Moschos  
Special Counsel  
for Labor Relations

September 18, 1980

Richard G. Boulanger, Business Manager  
Local 495, SEIU, AFL-CIO  
340 Main Street  
Worcester, MA 01608

Re: Library Personnel - Article 36

Dear Mr. Boulanger:

This letter will confirm our understanding with regard to Article 36 of the new collective bargaining agreement.

Specifically, when a non-civil service library employee is suspended or discharged and initiates a grievance to the City Manager in accordance with the provisions of Article 36(B), the Office of Labor Relations on behalf of the City Manager will remand the case to the Library Board for consideration and/or action. If the grievant in such a case is not satisfied with the action taken by the Board, the grievant shall have the right to appeal to the City Manager for a hearing before an arbitrator.

Sincerely yours,

/s/ Linda R. Rodgers

Linda R. Rodgers  
Co-Director  
Office of Labor Relations

July 21, 1980

Richard G. Boulanger, Business Manager  
Local 495, SEIU, AFL-CIO  
340 Main Street  
Worcester, MA 01608

Dear Mr. Boulanger:

This letter is to confirm that no employee who held the position of permanent Sanitation Laborer in the Sanitation Division of the Department of Public Works as of May 11, 1979, will be laid off or involuntarily transferred out of the Sanitation Division as a direct result of enactment and implementation of Chapter V, Revised Ordinances of 1974, otherwise known as COLMIS.

Sincerely yours,

/s/ Dee Moschos

D. M. Moschos  
Special Counsel  
for Labor Relations

cc: Commissioner, DPW  
Personnel Director

July 21, 1980

Richard G. Boulanger, Business Manager  
Local 495, SEIU, AFL-CIO  
340 Main Street  
Worcester, MA 01608

Dear Mr. Boulanger:

This letter concerns item number 3(c) of the Mediators' Proposed Alternative Settlement of May 11, 1979, which provides for the City to make a one-time expenditure of \$150.00 for the purchase of metric mechanics tools for use on experimental City vehicles in the Police Department.

Please be advised that the City implemented this provision administratively prior to the expiration of the old collective bargaining agreement, and has fulfilled its entire obligation with regard to this item. Accordingly, it does not appear in the new collective bargaining agreement.

Sincerely yours,

/s/ Dee Moschos

D. M. Moschos  
Special Counsel  
for Labor Relations

cc: Police Chief



July 18, 1980

Richard G. Boulanger, Business Manager  
Local 495, SEIU, AFL-CIO  
340 Main Street  
Worcester, MA 01608

Dear Richard:

In accordance with the terms of the collective bargaining agreement, and as we discussed on Wednesday, July 16, I would appreciate your forwarding at your earliest convenience the following letters, addressed to D. M. Moschos, Special Counsel for Labor Relations, Office of Labor Relations, Room 402, City Hall:

1. One letter officially notifying the City of:
  - a. the increase in Local 495 dues/agency service fee from \$6.50 to \$8.00 (Article 2);
  - b. the change in Local 495's by-laws concerning the Business Manager/Agent leave of Absence (Article 6, Section 2); and
  - c. Local 495's acknowledgment that an employee who elects to utilize the grievance procedure to remedy an alleged violation of Article 12 of the collective bargaining agreement will, if he or she prevails, be restricted to remedies permitted under the Agreement; and that employees who choose to pursue statutory procedures for redress of an alleged act of employment discrimination or alleged denial of equal employment opportunity may find that such statutory procedures provide remedies that differ from those available pursuant to the contractually established grievance procedure.
2. One letter recognizing that where the City provides employees with protective clothing in accordance with Article 30 of the collective bargaining agreement, those employees must wear such clothing as a condition of employment.
3. One letter acknowledging, with reference to Article 14 of the collective bargaining agreement, the City's work break policy that no more than one member of a work crew will be permitted to leave a job site to obtain refreshments for the rest of the crew. The designated employee who is dispatched for refreshments will only obtain refreshments for the crew and will report back to the crew as quickly as possible. He will not take any "break" to consume food or drink until he returns to the job site, where he will be entitled to the same break for refreshments as

the rest of the crew. Employees found to be violating this rule will be subject to discipline at the discretion of appointing authority.

4. One letter acknowledging that the provisions of Article 21 (Recall to Duty) shall not apply where a recalled employee works extra hours that merge with his regular scheduled work shift.

I will shortly be mailing to you under separate cover letters from Dee regarding metric tools, the joint safety committee, COLMIS, and the City's policy on workshops and seminars.

Thank you for your attention to these matters.

Sincerely yours,

Catherine S. Stamps  
Deputy Assistant Counsel  
for Labor Relations

July 15, 1980

Mr. Richard Boulanger, Business Manager  
Local 495, SEIU, AFL-CIO  
340 Main Street  
Worcester, MA 01608

Dear Mr. Boulanger:

This will confirm our discussions in accordance with Chapter 150E of the Mass. General Laws relative to the inclusion of classifications at the library within the residual unit.

The City agrees that Ms. Kathy Gardiner, even though a Librarian, grade 4, and in charge of a branch library, shall be included within the bargaining unit while holding that classification. In exchange, the Union agrees that the Personnel Officer at the Library shall be excluded from the unit even though he or she may hold the classification of graduate Librarian 5 or any other professional librarian classification.

Sincerely yours,

/s/ Dee Moschos

D. M. Moschos  
Special Counsel  
Office of Labor Relations

/s/ Richard G. Boulanger

cc: Head Librarian  
Personnel Director  
City Auditor  
City Treasurer  
Data Processing

APPENDIX I  
AGREEMENT

The City of Worcester and Local 495, SEIU, AFL-CIO, enter into the following Agreement. This Agreement shall be an appendix to the collective bargaining agreement between the parties and shall be considered to be a part thereof:

1. With regard to regradings and reclassifications, the City and the Union agree that the list of regradings and reclassifications set forth in Special Article 7 of the collective bargaining agreement is a complete list, and that no additional regrading or reclassification requests will be entertained by the City for the duration of the present collective bargaining agreement except as part of comprehensive negotiations for a successor agreement.
  
2. The City agrees that DPW, Engineer Kneeland, shall be deemed to possess an Associate's Degree in Civil Engineering, and that in recognition thereof he shall receive a stipend of \$8.00 per week in addition to his regular compensation.

IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names and by their duly authorized representatives this      day of

CITY OF WORCESTER

LOCAL 495, SEIU, AFL-CIO

/s/ D. M. Moschos

/s/ Leonard S. Gabrila

D. M. Moschos  
Special Counsel

Leonard S. Gabrila  
Business Manager

APPENDIX II  
MEMORANDUM OF UNDERSTANDING

In accordance with agreements reached at the bargaining table, the City and the Union agree to the following:

1. Visitations

In accordance with Article 37, the parties acknowledge the right of access of accredited Union representatives to City premises at reasonable times during the work day for discussion of work conditions with employees. The meetings with the employees may only take place during off duty time, before or after the employee's shift or during a work break, and in a non-work area. When visitation is necessary, prior approval of the department head or his/her representative is required.

2. Replacement of Mechanics Tools

In accordance with Special Article 1, §A3, the City agrees to replace worn or broken tools of mechanics when the tool to be replaced is turned in to the City. The replacement shall be of standard quality.

3. Tenured Paraprofessional Promotion to a Permanent Professional Position

In connection with the application of Article 36 of the Contract, if a tenured paraprofessional is promoted to a permanent professional position, he/she shall serve a professional probationary period of two years, provided, however, if such employee has served on a tenured basis as a paraprofessional for two or more years, then he/she shall serve a probationary period of one year.

4. Reserve for future use.

## SCHEDULE A

1. Martin H. Murphy
2. Michael Gabriella
3. Stephen Barinowski