

MEMORANDUM OF AGREEMENT #2

between

THE CITY OF WORCESTER

and

LOCAL 495, NAGE, SEIU

SERVICE EMPLOYEES INTERNATIONAL UNION

(July 1, 2009 - June 30, 2010)

**WHEREAS**, the City of Worcester (the "City") and Local 495, NAGE, SEIU (the "Union") have been negotiating for a successor contract to the Agreement which expired on June 30, 2009; and

**WHEREAS**, the City and the Union have come to terms relative to a new contract between the parties; and

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

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

The existing contract, as amended, shall be continued in full force and effect, except as otherwise modified herein, pending the drafting of a successor contract document.

**1. ARTICLE 8, WAGES**

The parties agree to amend paragraph 2 of Article 8 to provide for the following increase:

Effective July 1, 2009, the City shall provide a zero percent (0%) base wage increase for actual service.

**2. CONDITION AND DURATION OF AGREEMENT**

The parties agree to amend the Article to provide for a one-year agreement beginning July 1, 2009 and ending June 30, 2010.

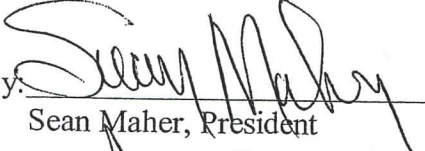
**3. SAFE HARBOR (For Department of Labor Relations Filings)**

This Agreement shall be without prejudice regarding any filing by the Union made prior to July 1, 2009 with the Department of Labor Relations, the former Division of Labor Relations, and shall be without prejudice to any unfair labor practice charge filing with the Department of Labor Relations, the former Division of Labor Relations, prior to the execution date of this Agreement.

This Agreement is subject to ratification by the Union and by the City Manager, and to appropriation by the City Council.

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

LOCAL 495, NAGE, SEIU

By:   
Sean Maher, President

Dated: June 3, 2011

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

Dated: \_\_\_\_\_

RATIFIED:

LOCAL 495, NAGE, SEIU

By: \_\_\_\_\_  
Sean Maher, President

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

CITY OF WORCESTER

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

Dated: \_\_\_\_\_

 6/2/11

RATIFIED:

CITY OF WORCESTER

By: \_\_\_\_\_  
Michael V. O'Brien, City Manager

Dated: \_\_\_\_\_

MEMORANDUM OF AGREEMENT #4

between

THE CITY OF WORCESTER  
and  
LOCAL 495, NAGE, SEIU  
SERVICE EMPLOYEES INTERNATIONAL UNION

(July 1, 2010 - June 30, 2013)

**WHEREAS**, the City of Worcester (the "City") and Local 495, NAGE, SEIU (the "Union") have been negotiating for a successor contract to the Agreement which expired on June 30, 2010; and

**WHEREAS**, the City and the Union have come to terms relative to a new contract between the parties; and

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

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

The existing contract, as amended, shall be continued in full force and effect, except as otherwise modified herein, pending the drafting of a successor contract document.

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

The parties agree to amend the Article by adding a new paragraph 9, which will read as follows:

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.

**2. ARTICLE 8, WAGES**

The parties agree to amend paragraph 2 of Article 8 to provide for the following increases:

- (a) Effective July 1, 2010, the City shall provide a zero percent (0%) base wage increase for actual service.
- (b) Effective July 1, 2011, the City shall provide a Three Hundred Dollar (\$300) base wage increase for actual service.
- (c) Effective July 1, 2012, the City shall provide a two percent (2.0%) base wage increase for actual service.

- (d) Effective January 1, 2013, the City shall provide a one percent (1.0%) base wage increase for actual service.

**3. ARTICLE 13, BULLETIN BOARDS**

The parties agree to amend the first sentence of the Article by deleting the words, "to be used by the Union for the following notices:" and inserting in place thereof, the following language: "for the Union to provide and maintain Union Bulletin Boards in areas where "Local 495" bargaining unit employees congregate and report to work."<sup>1</sup>

The first sentence will now read:

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.

**4. ARTICLE 30, PROTECTIVE CLOTHING**

The parties agree to amend Section 7 d) by adding at the end of the Section the words, "and storekeepers of any grade or level who operate supply rooms or tool cribs, registered sanitarians, sanitary inspectors, wiring inspectors, plumbing and building inspectors."

**5. ARTICLE 31, MOTOR EQUIPMENT OPERATOR**

The parties agree to amend Article 31 to provide the Motor Equipment Operators with the same base wage increases and step adjustment as contained in paragraph 1 above.

**5A. ARTICLE 35, HOLIDAYS**

The parties agree to amend Article 35 by adding the following two new sections as Section 5 and Section 6, which will apply to holidays, except those listed in Section 2a through 2c:

Section 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.

Section 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.

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<sup>1</sup> Subject to agreement by the parties on the location of the bulletin boards.



**6. ARTICLE 37, MISCELLANEOUS**

(a) Amend the Article by adding a new Section 18, Fixed Earned Rate Workers' Compensation Credit (for Motor Equipment Operators)

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.

(b) Amend sub-section (a) of paragraph 10 of the Article by adding the following language:

Employees who return to duty following workers' compensation leave shall be deemed eligible for creditable service 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.

**7. CONDITION AND DURATION OF AGREEMENT**

The parties agree to amend the Article to provide for a three-year agreement beginning July 1, 2010 and ending June 30, 2013, unless otherwise provided for.<sup>2</sup>

**8. SPECIAL ARTICLE 6, SPECIAL LICENSES**

The parties agree to amend the Article by adding two new paragraphs which will read as follows:

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

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<sup>2</sup> Item 4, *Health Insurance* will become effective upon ratification of this Agreement by the Union and the City Manager and the respective plans.

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.

## **9. HEALTH INSURANCE**

The parties agree to the following changes to the current health insurance plan and contributions:

(a) **Plan Design**. The parties agree to replace the existing health insurance plans and plan designs and implement new health insurance plans<sup>3</sup> and plan designs developed by the City (as outlined on the attached open enrollment summary)<sup>4</sup> to be purchased for the FY 2012 plan year pursuant to MGL 32B, section 3.

(b) **Premium Incentive**. A premium incentive will be available to members in FY 2012 whereby the member will not have payroll deductions, as follows: the premium incentive on the City Direct plan will be for 8 weekly pay periods and the premium incentive on the City Advantage Plan will be for 4 weekly pay periods.

(c) The parties agree that the savings generated from the adoption of the new health plans under this provision shall be utilized to fund the positions scheduled to be laid off June 2011.

## **10. STUDY COMMITTEE**

The parties agree to establish a study committee consisting of two representatives appointed by the Union and two representatives appointed by the City, to discuss the processing of grievances under the current grievance procedure. The study committee will prepare a joint report containing its recommendations to be submitted to the City and the Union on or before December 1, 2011 as to improving the grievance procedure process.

## **11. LANGUAGE REVIEW**

During the six-month period of July 1 to December 31, 2011, the City and the Union shall meet to review the language changes requested by each side, and shall bargain in good faith over such changes.

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<sup>3</sup> Members must fill out enrollment paperwork to enroll in one of the new plans. For members who do not fill out enrollment forms, the City will determine the appropriate replacement plan.

<sup>4</sup> A fourth plan (as outlined on the separately attached plan summary) will be available for members to enroll in a family health plan when an eligible member of their family permanently lives out of the coverage area of the three primary plans offered by the City (out of New England).

**11A. PENDING UNFAIR LABOR PRACTICE CHARGES AND GRIEVANCES**

(a) The Union agrees to withdraw, with prejudice, the following two unfair labor practice charges that have been filed by the Union with the Department (formerly the Division) of Labor Relations: MUP-09-5598 and MUP-11-6311.

BM

BM

(b) The Union agrees to meet, in good faith and without delay, with City representatives with the single goal of reducing the number of current unresolved grievances.

JM

**12. OFFER DURATION**

This offer shall expire on June 3, 2011, if the Agreement is not executed by the Union by that date.

**13. SAFE HARBOR (For Department of Labor Relations Filings)**

This Agreement shall be without prejudice regarding any filing by the Union made prior to July 1, 2009 with the Department of Labor Relations, the former Division of Labor Relations, and shall be without prejudice to any unfair labor practice charge filing with the Department of Labor Relations, the former Division of Labor Relations, prior to the execution date of this Agreement, with the exception of the unfair labor practice charges listed in 11A(a) above.

This Agreement is subject to ratification by the Union and by the City Manager, and to appropriation by the City Council.

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

LOCAL 495, NAGE, SEIU

CITY OF WORCESTER

By:   
Sean Maher, President

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

Dated: June 3, 2011

Dated: \_\_\_\_\_

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

 6/3/11

Dated: \_\_\_\_\_



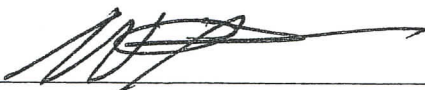
**SIDE LETTER**  
**BETWEEN**  
**THE CITY OF WORCESTER**  
**AND**  
**LOCAL 495, NAGE**  
**(Public Library – 2011)**

WHEREAS, the City of Worcester (the "City") and Local 495, NAGE (the "Union") wish to return to the spirit and meaning of the classification Graduate Librarian 1;

NOW THEREFORE, the parties agree as follows:

1. Upon the effective date of the 2010-2013 Memorandum of Agreement, 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 successful completed one graduate course in said graduate school..
2. Employees hired before the effective date of the 2010-2013 Memorandum of Agreement, and currently classified as Graduate Librarian 1, shall be grandfathered from Section 1 of this Side letter.

CITY OF WORCESTER

By:   
Michael V. O'Brien, City Manager

Date: 6/3/11

LOCAL 495, NAGE

By:   
Sean Maher, President

Date: June 3, 2011