

# **AGREEMENT**

Between the

## **WORCESTER SCHOOL COMMITTEE**

And the

## **MASSACHUSETTS LABORERS' DISTRICT COUNCIL**

For and on behalf of the

## **WORCESTER PUBLIC SERVICE EMPLOYEES LOCAL UNION 176**

Of the

## **LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO**



**(Educational Secretaries)**

**July 1, 2013 through June 30, 2016**

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## **AGREEMENT**

This Agreement is made and entered into in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, by and between the WORCESTER SCHOOL COMMITTEE (hereinafter referred to as the Committee) and the MASSACHUSETTS LABORERS' DISTRICT COUNCIL for and on behalf of the WORCESTER PUBLIC SERVICE EMPLOYEES, LOCAL UNION 176 of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO (hereinafter referred to as the Union).

### **ARTICLE I** **RECOGNITION**

The Committee recognizes the Union as the exclusive bargaining agent and representative in all matters of employment for all full-time school personnel engaged in secretarial and clerical work in the Worcester Public Schools and the Union recognizes the Committee as the governing body of the Worcester Public Schools.

### **ARTICLE II** **GRIEVANCE PROCEDURE**

- A. A grievance is hereby defined as an express violation of specific terms of this Agreement.
- B. Grievances, if informal discussion does not resolve the difference, shall be handled in the following manner:
  - 1. An aggrieved party must institute proceedings hereunder within ten (10) working days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the event or events giving rise to the grievance.
  - 2. An employee with a grievance shall present it in person to the immediate superior. The immediate superior shall make a determination which shall be final unless the aggrieved party elects to appeal said decision to the next level as hereinafter set forth:
    - a. If the grievance is not disposed of to the satisfaction of the aggrieved employee at the level of the immediate superior, or if no decision has been received within ten (10) working days after the presentation of the grievance, the aggrieved party may reduce the grievance to writing and submit it to the immediate superior for written endorsement and comment. The grievance shall be answered in writing. Two copies of the endorsement and comment must be given to the employee, one of which will be submitted to the Office of the Assistant Human Resource Manager.

- b. Within ten (10) working days thereafter, the Assistant Human Resource Manager shall meet with the aggrieved person, the Chairperson of the Union's Grievance Committee and/or a representative of the Union to attempt to settle the grievance. The grievance shall be answered in writing. If the grievance has not been disposed of to the satisfaction of the aggrieved employee at the level of the Assistant Human Resource Manager, or if no written answer has been received within ten (10) working days after the meeting, the aggrieved party may forward the grievance with a copy of the answer, if any, to the Superintendent.
  - c. The Superintendent or his designee shall meet within ten (10) working days thereafter with the aggrieved person, the Chairperson of the Union's Grievance Committee and/or a representative of the Union to attempt to settle the grievance. The grievance shall be answered in writing. If the grievance is not disposed of to the satisfaction of the aggrieved employee at the level of the Superintendent, or if no written answer has been received within ten (10) working days after the meeting on the grievance, the aggrieved employee may forward the grievance, with a copy of the answer, if any, to the Committee for decision at its next regular meeting. Said hearing will be conducted in closed session. Issues involving hiring, assignments, promotions and disciplinary matters will bypass the Committee level and go directly to arbitration.
  - d. If the employee alleging a grievance is not satisfied with the decision of the Committee, the Union, at the request of the employee, may file an application with the American Arbitration Association.
  - e. The function of the Arbitrator shall be to determine whether a specific violation of an express provision of the contract has occurred. The Arbitrator shall be without authority to make any decision which violates or which would alter, add to, detract from, or modify the terms of this Agreement.
  - f. Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the Arbitrator and the American Arbitration Association shall be shared equally by the Union and the Committee.
  - g. A grievance that affects a group of school secretaries or is of a general nature may be commenced by the Union by submitting it in writing to the Superintendent or his designee.
3. Failure at any level of this procedure of the employee to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

### **ARTICLE III**

#### **SALARIES**

1. Salary Increases During Period from July 1, 2013 Through June 30, 2016  
Effective retroactive to the first day of the 2013/2014 school year, all steps on the salary schedule shall be increased by two percent (2%);
  2. Effective on the first day of the 2014/2015 school year, all steps on the salary schedule shall be increased by two percent (2%); and
  3. Effective on the first day of the 2015/2016 school year, all steps on the salary schedule shall be increased by two percent (2%)
  4. These increases are reflected in the attached salary schedule.
- A. The salary schedule will include annual salary.
- B. Longevity: Effective July 1, 1992, each employee's longevity payments shall be earned on the employee's anniversary in recognition of continuous length of service. One (1) increment shall be paid at the end of ten (10) years of public school service, another increment at the end of fifteen (15) years of City of Worcester service, and another increment at the end of twenty (20) years, for a total of three (3) increments. Effective September 1, 2006, a new longevity increment shall be created at 25 years. This shall be 2.8% higher than the 20 year longevity benefit.
- C. Secretaries will have the option to receive their summer pay in a lump sum at the end of the school year.
- D. The secretary at the Comprehensive Skills Center shall receive the alternative school stipend of \$600.00 per year.

### **ARTICLE IV**

#### **WORK SCHEDULE**

- A. There are two categories of work years under the terms of this collective bargaining agreement, which shall be referred to as the Forty-Two Week Work Year and the Forty-Four Week Work Year, which are referred to by number of weeks because the normal scheduling of these work years will span the specified number of weeks and not because the actual days translate numerically to the numeric week descriptor. The number of work days shall be as follows:
1. **Forty-Two (42) Week Work Year – Elementary.** The work year for elementary secretaries working in a forty-two (42) week assignment shall consist of a total of one hundred eighty-nine (189) days. The one

hundred eighty-nine (189) work days shall consist of the one hundred eighty (180) pupil session days, two (2) staff development days, the so-called staff reporting day, and six (6) additional days which shall be scheduled by the principal during the five (5) day periods before and after the pupil session days.

- a. The administration may make additional work days available to elementary school secretaries working in forty-two (42) week assignments so as to provide secretarial coverage the week before and the week after the normal school year. The secretary will not be required to work these days but will discuss the need to work the additional days with the Principal. If the secretary works these additional days, the secretary will be paid at the applicable regular hourly rate.
2. **Forty-Two (42) Week Work Year – Secondary.** The work year for secondary secretaries working in a forty-two (42) week assignment shall consist of a total of one hundred ninety-two (192) days. The one hundred ninety-two (192) work days shall consist of the one hundred eighty (180) pupil session days, five (5) days before and after the pupil session days, and two (2) staff development days.
3. **Forty-Four (44) Week Work Year – Elementary.** The work year for elementary secretaries working in a forty-four (44) week assignment shall consist of a total of two hundred two (202) days. The two hundred two (202) work days shall consist of the days identified in Paragraph A(1) above, plus an additional thirteen (13) days. In no event will the work year for those in forty-four week assignments begin any earlier than ten (10) work days before the start of the pupil session days, except that if the day prior to the start of pupil session days is a staff development day, the work year may start up to eleven (11) work days prior to the start of the pupil session days. Any contractually required days that remain unworked shall be added to the end of the work year defined in Paragraph A(1). Only by mutual agreement of the Principal and the secretary may contractually required work days be worked during the school year but on a day when school is not otherwise in session. The earliest that this work year can be implemented is the 2015/2016 school year.
4. **Forty-Four (44) Week Work Year – Secondary.** The work year for secondary secretaries working in a forty-four (44) week assignment shall consist of a total of two hundred two (202) days. The two hundred two (202) work days shall consist of the days identified in Paragraph A(2) above, plus an additional ten (10) days. In no event will the work year for those in forty-four week assignments begin any earlier than ten (10) work days before the start of the pupil session days, except that if the day prior to the start of pupil session days is a

staff development day, the work year may start up to eleven (11) work days prior to the start of the pupil session days. Any contractually required days that remain unworked shall be added to the end of the work year defined in Paragraph A(2). Only by mutual agreement of the Principal and the secretary may contractually required work days be worked during the school year but on a day when school is not otherwise in session. The earliest that this work year can be implemented is the 2015/2016 school year.

B. Staff Development Days. In the event that there are fewer than two (2) Staff Development Days (As referred to in Paragraphs A(1) – A(4) above), the day(s) not worked as Staff Development Days will be added to the remainder of the contractual work year. In the event there are more than two (2) Staff Development Days, the Principal may require the secretary to work the additional Staff Development Days, but the number of Staff Development Days worked in excess of the standard two (2) days, will be deducted from the remainder of the contractual work year.

“C. The Committee retains the right to establish a work year of forty-four weeks at particular schools based upon the needs of the District. The determination of whether or not to schedule a forty-four week work year shall be at the sole discretion of the Committee, acting through the Administration. However, if implemented, it shall be done so consistent with the provisions of Paragraph A(3) and A(4) above.

The additional days shall be scheduled by the Principal, consistent with the provisions of Paragraph A(3) and A(4) above, and when possible, after consultation with the educational secretary. An effort will be made to schedule the additional days by agreement, and therefore, the Principal and the secretary will meet on an annual basis to discuss the scheduling of the extra days in order to allow the secretary the opportunity to express her stated preference as to such extra days. In the absence of an agreement, however, the Principal shall make the final decision regarding scheduling consistent with the provisions of Paragraphs A(3) and A(4).

In the event that establishment of a forty-four week work year will result in the conversion of an already existing assignment, the extended work year assignment shall be offered first to the incumbent in the position. In the event that the incumbent declines to accept the forty-four week work year assignment, the position shall be posted and filled in accordance with Civil Service Law and the transfer provisions of the this collective bargaining agreement. Any incumbent employee who declines the forty-four week work year shall be eligible to apply for other vacancies within the bargaining unit to the extent that they exist. If the forty-four week work year assignment is a newly created position, it shall be posted and filled in accordance with Civil Service Law and the transfer provisions of this collective bargaining agreement. The Administration will endeavor to provide at least sixty (60) days advanced notice of any intended conversion of an existing

position to a forty-four week work year to the incumbent in the position. During this sixty day period, the incumbent secretary will be provided an opportunity to meet with the Principal to discuss the scheduling of the extra days in order to allow the secretary the opportunity to express her stated preference as to such extra days. In the absence of an agreement, however, the Principal shall make the final decision regarding scheduling consistent with the provisions of Paragraphs A(3) and A(4).

D. The workday of the secretaries covered by this Agreement shall be defined as a six-hour period exclusive of a thirty (30) minute lunch break. A coffee break shall be provided each workday. Each secretary shall sign-in and sign-out at the commencement and completion of each work period.

E. Effective with the start of the 1999/2000 work year, the work day for those secretaries assigned to secondary schools, exclusive of those secretaries assigned to an extended day school and who are working the extended day, will be increased by fifteen (15) minutes per day. The workday for the secondary secretaries will be a six hour and fifteen minute period exclusive of a thirty (30) minute lunch break.

Payment for this additional time will be on a pro-rata basis, adding the fifteen (15) minutes to the annual salary for the one-hundred ninety-two (192) day work year. Secretaries will receive a full day's pay for those days on which schools are closed for emergencies (i.e., snow day). There are five (5) days built into the annual salary for this provision. An employee who starts employment during the school year and is paid on a "per diem" basis will be paid for these five (5) days as they occur during the school year.

F. A secretary who is absent or expects to be absent from duty for any extended length of time, not including vacations, shall notify the responsible administrative officer as early as possible and such notification shall be given in advance unless conditions beyond the control of the employee make such advance notification impossible. In the event of an anticipated absence by a secretary, a substitute secretary shall be provided whenever possible.

G. The Assistant Human Resource Manager will make every reasonable effort to provide a substitute in situations where substitutes are necessary. No replacements will be provided during vacation or personal leave days.

H. Employees working in schools where there is an extended day shall be paid at the employee's hourly rate for the time actually worked. Vacation, sick and personal days will be compensated at the extended day pay rate.

## **ARTICLE V** **HOLIDAYS**

Secretaries shall be paid for the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, the day after Thanksgiving and Christmas. In order to be eligible to be paid for a holiday, a

secretary must be in the employ of the Committee as of the date of that holiday. Holiday compensation shall be provided in a lump sum at the end of the school year.

## **ARTICLE VI** **SICK LEAVE**

- A. All school secretaries hired before January 1, 1991, and covered by this Agreement shall, at the commencement of their first year of service and the commencement of each year of service thereafter, earn fifteen (15) days of sick leave. Any such leave earned but unused shall accumulate up to two hundred (200) days.
- B. All school secretaries hired after January 1, 1991, and covered by this Agreement shall, at the commencement of each school year, earn sick days at the rate of one and one-half (1 ½) days per month to a maximum of fifteen (15) sick days per year. Any such sick leave earned but unused shall accumulate up to two hundred (200) days.
- C. The Sick Leave Bank Plan, as adopted and approved by the Committee, shall be available to all Union members.
- D. Members of the bargaining unit shall be informed in writing of their total number of sick days available at the beginning of each school year. If the employee does not agree with the total number, the employee has up to seven (7) working days to file a grievance.
- E. Members of the bargaining unit serving in the employ of the Worcester Public Schools for a minimum of twenty (20) years inclusive of approved leaves of absence shall, upon termination of employment, receive compensation for unused accumulated sick leave at the rate of ten (10) dollars per day, for days 1 through 165 and twenty-five (25) dollars per day for days 166 through 200, provided that the average annual sick leave absences did not exceed the average of the average educational secretary over a seven (7) year period.
- F. All absences must be reported to both the Principal and the Human Resource Department Call Desk. Any absences for reasons of sickness must be documented with a physician's statement (on forms supplied by the Human Resource Department) after the absence has exceeded six (6) workdays.
- G. Effective July 1, 2010, as a partial inducement to the health insurance changes, the sick leave incentive benefit shall be reinstated to the contract and shall no longer have any expiration date. The benefit will provide that employees who do not utilize any sick leave during the period from July 1<sup>st</sup> through June 30<sup>th</sup> (i.e., fiscal year) shall receive a payment of \$425.00, which payment shall be subject to all applicable taxes and withholdings. It is expressly agreed that the five (5) days

provided for pursuant to Section J herein to attend to the illness of a spouse, child or parent, if used by an employee, shall not disqualify the employee from the sick leave incentive benefit described herein. It is further agreed that the reinstatement of the sick leave incentive shall have no retroactive effect. The Association agrees to address its members and explain the Committee's concern about the potential for misuse of family sick leave as a means to preserving eligibility for the sick leave incentive when such leave is not the appropriate designation for a personal absence and will discourage any such manipulation of the sick leave incentive benefit.

- H. The parties recognize that the passage of the Americans with Disabilities Act requires the Worcester Public Schools to make efforts to reasonably accommodate any ill or injured employee. Accordingly, it is hereby agreed that it shall not be a violation of the collective bargaining agreement for the Human Resource Manager or his designee to assign a member of the bargaining unit to any clerical duties which are the responsibility of the Worcester Public Schools and which the City physician has determined the employee is capable of performing on either full-time or part-time basis. Any employee who refuses any such assignment shall be placed on unpaid leave of absence and may be subject to other appropriate action by the Superintendent.
- I. No sick leave allowance will be granted to an employee who is out of the Commonwealth of Massachusetts. Exceptions to this policy may be requested from the Superintendent, who shall have the discretion to either grant or deny such a request.
- J. Employees may use up to a maximum of five (5) sick days per year to attend to the illness of a spouse, child or parent.
- K. In cases where the evidence appears to establish a pattern of sick leave abuse, the Superintendent or his designee may require the employee to verify by a doctor's certificate the listing of any absence as a sick day. An employee who fails to submit a medical certificate will not be paid for the absence. At the point where a pattern is first suspected, the employee shall be counseled about the employers' suspicion regarding the existence of a pattern prior to the request for a medical certificate. The requirement of counseling does not apply where concrete evidence of sick leave abuse exists in the first instance.
- L. On the occasion of the adoption of a child by the employee's immediate family, male and/or female employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during an authorized absence at the time of adoption. At the time of birth of his child, male employees will be allowed to utilize up to four (4) weeks of accumulated sick leave during an authorized absence at the time of the birth of a child. This is not intended to expand the use of sick leave by female employees for periods of authorized absence at the time of the birth of their child, which leave shall be under the terms and conditions as prior to March 3, 2005.

**ARTICLE VII**  
**BEREAVEMENT LEAVE**

- A. When the death of a wife, ex-wife, husband, ex-husband, father, mother, mother-in-law, father-in-law, brother, sister, child, grandchild, daughter-in-law, son-in-law, stepchild, life partner living in the same household, relative living in the same household or someone who has acted in loco parentis occurs in the family of the secretary, such secretary is entitled to a leave of absence of up to five (5) consecutive days. Such leave will take effect from the date of the death. If the death occurs on a school day and the secretary has worked all or part of said day, the five (5) days will commence on the following day. The five (5) consecutive days include vacation periods but exclude holidays, Saturdays and Sundays. In the event that the funeral services are not held immediately after the death, then the bereavement leave may be delayed to better coincide with the funeral services. Such delay may be requested by the employee and approved by the Human Resources Manager, which approval will not be unreasonably withheld.
- B. A leave of absence of one day will be granted to attend the funeral of a grandfather, grandmother, cousin, niece, nephew, uncle, aunt, brother-in-law or sister-in-law.

**ARTICLE VIII**  
**PERSONAL LEAVE**

- A. Three (3) days leave without loss of pay shall be granted to all full-time secretarial personnel approved by the principal or immediate superior. Said approval shall not be unreasonably withheld. There is no requirement to provide a reason.
- B. The benefits of this Article shall not be utilized to extend a holiday or a vacation period. In the event of a personal day being immediately prior to and/or following a holiday or a vacation period, a request with reason will be offered to the principal or supervisor. Personal reasons shall be limited to the following:
1. Emergency, serious illness or injury to the employee or in the family of the employee.
  2. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full days' attendance.

The principal or supervisor shall not unreasonably withhold the personal day as outlined in this Paragraph B.

Abuse of the provisions of this Article shall be cause for disciplinary action.

- C. Personal leave shall be provided proportionately to the amount of the school year remaining at the appointment time of the employee. Appointees beginning work in the August through December period shall have three (3) days of personal leave for the school year. Those beginning to work in the January through March period shall have two (2) personal days leave for the remainder of the school year. Those beginning in the April through June period shall have one (1) day of personal leave for the remainder of the school year. The period of personal leave shall begin at the commencement of the work year and end when the employee's work year is completed. Personal leave will be applicable only to one's regular (day) position and not be used during additional assignments of summer school, evening school and the like.
- D. Personal leave days will be granted to all full-time provisional employees after one (1) year of continuous service, under the same conditions and provisions as set forth in this Article. An employee who does not utilize any Personal Days during the work year will be allowed to convert the three (3) days to the employee's accumulated sick leave total.

## **ARTICLE IX**

### **VACATION**

- A. For employees hired prior to January 1, 1991:
  - 1. An annual vacation of two (2) weeks shall be earned and granted to all full-time employees. One of the two (2) week's vacation must be taken during the school year.
  - 2. In order to be eligible for vacation benefits, an employee must actually work thirty (30) weeks during the school year, provided however, that for purposes of this sentence, time spent on sick leave shall be considered time worked.
  - 3. For the purpose of this Agreement, credit toward weeks worked will be retroactive to the beginning of each school year.
  - 4. An employee, with the permission of the principal, may take vacation at any time during the school year. Vacation request denials may be appealed to the Superintendent or his designee. The principal's decision is not subject to the Grievance Procedure of this Agreement.
  - 5. If an employee takes all or part of his/her vacation pay during the school year, the vacation pay the employee would have been eligible to receive at the completion of the work year shall be reduced proportionately. If, for any reason, the employee fails to meet the thirty (30) week work year requirement, the employee shall owe the City for the number of vacation days taken during the period of actual employment. For purposes of this provision, employee

absences due to illness shall be credited as days actually worked.

B. For employees hired after January 1, 1991:

1. After completion of one (1) year of service, the employee will earn one-half (1/2) day of vacation for each calendar month actually worked. The maximum days earned per school year will not exceed five (5) days. A secretary who is off the payroll for an entire calendar month shall not receive vacation credit for that month. A secretary is eligible to utilize vacation (up to the five days earned) prior to earning the full complement. Should they leave the Worcester Public Schools before the end of the school year, the unearned portion of the vacation used shall be paid back. In no instance will a secretary be allowed to carry over vacation into the next school year. A secretary who does not utilize the full allotment of vacation may request to receive pay for the unused portion: however, in no instance will the secretary be allowed to receive pay for more than two (2) days. Employees with less than one (1) year of service are not eligible for vacation.

## **ARTICLE X**

### **LEAVES OF ABSENCE**

Unpaid Leaves of absence up to nine (9) months may be granted at the sole discretion of the Committee in accordance with Civil Service rules and personnel policies relative to leaves of absence. Vacancies caused by such leaves shall be filled in a temporary basis. Employees shall accrue no seniority while on unpaid leave of absence. Leaves of absence granted hereunder shall not commence until a secretary has utilized all accrued vacation.

In order to insure that an employee who has been granted an approved leave returns to the same or similar position at the discretion of the Assistant Human Resource Manager, upon return to employment said employee must notify the Assistant Human Resource Manager in writing of the intention to return to that position by September 1 of the next school year. Such notification must be received by the Assistant Human Resource Manager by March 15, or at the time the leave is approved. If such notification is not received, the position will be advertised as described in Article XI, Section A-1 of this Agreement.

The Committee shall grant leave of absence with pay for one (1) day to observe religious holy days where the tenets of one's recognized religion, obligate abstention from work or where the required religious observation of the day necessary conflicts with the school day.

When absences occur for legal cause for attendance in court for the purpose of giving testimony in cases in which the employee is the principal party, the employee shall be paid a day's pay when the decision with respect to the time and place of the court hearing is beyond the control of the employee, but in no instance will absence for legal cause

with pay be permitted when the legal matter relates exclusively to the discharge of duties connected with a summer or part-time position. The employee taking leave under this provision shall remit to the School Department any witness fee received as compensation for testifying. The maximum number of days allocated under this section shall be three (3), not including personal days.

In the event that an employee enters into an unpaid medical leave of absence, for reasons other than on the job injury/illness, as approved by the Committee or its designee, the Committee will continue to pay its contractually established health insurance premium contribution for the first 150 calendar days of such leave. Thereafter, the Committee shall only be responsible for the payment of 50% of the total health insurance premium for the remainder of the approved unpaid medical leave of absence. Any period of time that the employee is on an approved FMLA leave shall not be counted towards the 150 calendar day limit.

In the event that an employee enters into an unpaid status while receiving worker's compensation benefits, the Employer shall continue to pay its contractually established health insurance contribution for the first 150 work days of such unpaid status. An employee is considered to be in an unpaid status, despite being on worker's compensation, if the employee no longer has available sick leave to supplement his/her worker's compensation benefits or if the employee elects not to utilize available sick time to supplement worker's compensation. In either case, the first six weeks after entering into such unpaid status shall not be counted towards the 150 work day limit. Thereafter, the Committee shall only be responsible for the payment of 50% of the total health insurance premium for the remainder of the approved period of unpaid leave.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

The rules of the Committee, except where either amended, abridged or revoked by this Agreement, shall be considered to be in effect.

#### **A. Policy on Transfers:**

1. All vacancies in educational secretary (40/42 week secretaries) positions will be circulated among both Educational secretaries and Administrative secretaries (52 week secretaries). Secretaries will have seven (7) working days from the date of the announcement to apply for the position. Preference for awarding the position will be given to any educational secretary who applies. In the event that no educational secretary applies for the vacancy, it may be awarded to an administrative secretary. All administrative secretaries' vacancies will be circulated among the educational secretaries as well as among the administrative secretaries so that they may be considered for those vacancies. The procedures for the filling of such administrative secretary vacancies shall be those in accordance with the terms of the administrative secretary collective bargaining agreement.

2. Positions filled by secretaries on a provisional basis will be circulated on an annual basis to all educational/Administrative secretaries. Secretaries shall have seven (7) working days from the date of the announcement to apply for the position. Preference for awarding the position will be given to any educational secretary who applies. In the event that no educational secretary applies for the vacancy, it may be awarded to an administrative secretary. All administrative secretaries' vacancies will be circulated among the educational secretaries as well as among the administrative secretaries so that they may be considered for those vacancies. The procedures for the filling of such administrative secretary vacancies shall be those in accordance with the terms of the administrative secretary collective bargaining agreement.
3. Only those secretaries who have completed one full year of employment as an Educational Secretary will be allowed to bid positions. Preference for awarding assignments will be granted to secretaries in the following order of priority;
  - a. Educational secretaries who currently hold positions within the bargaining unit and who are permanently appointed to the rating of clerk-stenographer.
  - b. Educational secretaries who currently hold positions within the bargaining unit and who are permanently appointed the rating of clerk-typist or word processor.
  - c. Provisional Educational secretaries who currently hold positions within the bargaining unit.

Qualifications, performance and seniority will be the deciding criteria. In cases of equal qualifications and performance, seniority will be the final selection criteria. Vacancies shall be posted as they occur and be awarded as they are posted in the course of the year. The actual transfer of secretaries pursuant to such awards shall occur at least at the commencement of the first and third marking period.

4. A representative of the Union shall be notified monthly as to which vacancies have been filled and by whom.
5. Once an employee is successful in bidding into another position the employee must serve in that position for the remainder of the current school year. This does not preclude the employee from bidding on a vacant position, but if the employee is the successful candidate the employee will not assume the new

position until the start of the following school year.

- B. The Policy on Secretarial Positions shall be as follows:
1. New appointments to all schools (Elementary, Middle and Senior High schools) shall be at the Clerk-Stenographer rating. However, if no Clerk-Stenographer is available, the Committee will fill the position at the Word Processor rating (effective January 1, 1994). Existing Clerk-Typists who are able to pass the stenography test will be upgraded to the Clerk-Stenographer pay scale.
  2. Middle and Senior High School: A Head Clerk-Stenographer rating may be made available to secretaries employed in the secondary schools. The employee must be recommended for the promotion by the immediate superior and the Assistant Human Resource Manager on the basis of performance and the duties of the position involved. There may be made available a Principal Clerk-Stenographer, Senior Clerk-Stenographer and as many Clerk-Stenographers as required on the basis of enrollment. It is understood and agreed that the Head Clerk-Stenographer and the Principal Clerk-Stenographer shall work a twelve (12) month year.
  3. The Evening High School Program, Summer Programs and any and all other programs requiring secretarial services shall be circulated on a yearly basis to all appointed secretarial personnel. All summer positions will be advertised regardless of funding. The secretaries chosen for any and all of these positions will be on the basis of seniority and qualifications in the Worcester Public Schools. The first preference shall be given to all appointed personnel and second preference shall be given to all Civil Service approved provisional personnel. There shall be established an appropriate list of eligible applicants according to length of service in the Worcester Public Schools and in the event of sickness, injury or death of the appointed candidate, the next candidate eligible will act as secretary for the Evening High School, etc. No secretary will be eligible for more than one additional paid assignment unless there are still vacancies after all interested applicants have been assigned. The representative of the Union shall be sent a copy of the appointed secretary or secretaries and the alternate list by seniority.
  4. Newly appointed employees shall be entitled to a maximum of three (3) years' credit for prior School Department secretarial service, provided that the interruption of employment does not exceed thirty (30) working days, exclusive of any and all school vacation periods. This provision is not applicable to voluntary termination of employment. This provision shall be applicable to future employees covered by this Agreement.
  5. Reduction in appointed staff will be in accordance with General Laws of Massachusetts, Chapter 31.

6. At the end of each school year, the Human Resource Office will post those permanent positions which are not held by permanently appointed employees. Vacancies will be tentatively posted and tentatively bid prior to the end of the school year. All bids will be subject to final Committee approval. The Parties agree that the Committee will be excused from the obligations of this paragraph for the life of the Collective Bargaining Agreement for the period of July 1, 2011 through June 30, 2013. At the expiration of the Collective Bargaining Agreement on June 30, 2013, the obligations of this paragraph shall resume.
- C. Compensatory Time. In lieu of paid overtime, compensatory time may be provided for employees covered by this Agreement. The following items apply:
1. Any overtime must be worked at the request of the principal.
  2. Overtime is limited to a maximum of one and one-half (1 ½) hours per day.
  3. Compensatory time earned is on a straight time basis. Maximum compensatory time is limited to twenty-five (25) hours in any school year.
  4. Compensatory time used cannot exceed three (3) hours in any one day. Compensatory time cannot be utilized to extend a vacation period or holiday. Compensatory time used must be approved by the principal.
  5. Compensatory time cannot be utilized during the additional days that must be worked at the beginning and/or end of the school year.
  6. Compensatory time must be documented and reported to the Human Resource Department. The principal will submit on a weekly basis any compensatory time that is earned and/or used.
  7. In no case will additional secretarial time be provided when compensatory time is being used by the school secretary.

Effective January 1, 1999, the Educational Secretaries will participate in the L.I.U.N.A. Supplementary Pension Plan. . Thirty-five cents (\$.35) per hour from the negotiated raise that goes into effect on January 1, 2005, will be contributed to the Plan. Effective on June 1, 2010, the pension contributions shall be increased to thirty-seven cents (\$ .37) per hour. Effective on January 1, 2011, the pension contribution shall be increased to thirty-nine cents (\$ .39) per hour. Effective July 1, 2012, the pension contribution shall be increased to forty-three cents (\$ .43) per hour. It is understood that the contribution will be based on a thirty (30) hour week and a fifty two (52) week period.

Pursuant to the requirements of the Pension Protection Act of 2006 and the LIUNA National Pension Fund Funding Rehabilitation Plan (hereinafter, the “Plan”), the Parties have agreed, effective July 1, 2011, to adopt the Plan’s so-called Preferred Schedule as it existed on January 1, 2011. This agreement does not affect any rights the School Committee may have to withdraw from the LIUNA National Pension Fund in the future.

- D. All employees shall be required to utilize direct deposit in connection with the payment of all salaries and other compensation. The School Committee and/or the City shall not be required to mail paystubs or advice of deposit, but shall distribute same in a secure manner through interoffice mail and distribution or through the employee portal. In the event that an employee does not have a bank account in which to deposit his or her salary and other compensation, that employee shall be required to pick-up his or her paycheck at the Payroll Office at the Durkin Administration Building or such other location as is designated by the School Committee and/or the City.

## **ARTICLE XII**

### **UNION PRIVILEGES**

The representative of the Union shall be provided with a copy of the official agenda of each regular Committee meeting and minutes of each regular Committee meeting after they have been approved by the Committee.

The President of the Union or designee, shall be allowed time off with pay, to a maximum of three (3) days per year (July 1 to June 30) to attend Civil Service Hearings and Arbitration Hearings where the attendance of the President or designee of the Association is necessary in the presentation of the case.

The Committee will provide reasonable time off for the President or designee of the Association to investigate grievances, with prior Administrative approval. The decision of the Administration to approve/not approve the time off is not subject to the grievance and arbitration procedures of the contract.

A duly elected delegate from Local 176, who is covered by this collective bargaining agreement will be allowed three (3) days off with pay to attend the International Convention, which is held every five (5) years. The three days off with pay is only applicable if the convention is held during the employee's normal work time. It is understood that there is a limit of one (1) delegate from the bargaining unit who will be afforded this benefit.

## **ARTICLE XIII**

### **MANAGEMENT RIGHTS**

The Union recognizes the power and authority of the Committee to maintain and operate the public schools. Accordingly, except as specifically modified by express language in a specific provision of this Agreement, the Committee retains without limitation all powers, rights and authority relative to fiscal and educational policies, wages, hours, standards of productivity and performance and other terms and conditions of

employment. No exercise by the Committee or anyone on its behalf of the Committee's reserved rights shall be made the subject of any grievance, arbitration, judicial and/or unfair labor practice proceedings.

#### **ARTICLE XIV** **NO STRIKE**

The Union and its members agree not to strike pursuant to Massachusetts General Laws, Chapter 150E.

#### **ARTICLE XV** **AGENCY FEE**

Pursuant to Section 12 of Chapter 150E, upon certification that at least seventy-five percent (75%) of all bargaining unit members, an agency service fee shall be imposed as a condition of employment upon those members of the bargaining unit who are not members of the Union.

The Union agrees to indemnify the Committee for any and all damages which the Committee is required to pay by an administrative agency or court of competent jurisdiction as a result of the Committee's compliance with this Article.

#### **ARTICLE XVI** **SENIORITY**

All permanent full-time employees covered by this Agreement shall have their seniority date computed from the first date of their permanent appointment. All provisional employees shall have an unofficial seniority date which shall be used in the event of a layoff or demotion, whenever possible. The unofficial seniority date shall commence with the first date of provisional employment. Provisional employees have no recall rights in the event of layoff.

Seniority and performance shall be the criteria used for bidding and bumping. Nothing herein shall be contrary to Civil Service law.

#### **ARTICLE XVII** **EVALUATION**

The parties mutually agree to cooperate in the current performance appraisal program. While it is recognized that said program does not constitute a part of this Agreement, the Committee agrees that any anticipated changes in the program will be referred to a study committee composed of three (3) members of the bargaining unit and three (3) members of the Administration. The study committee will review such proposed changes and

make a report thereon to the Committee within thirty (30) days. Thereafter, the Committee will notify the Union of anticipated changes and if requested to do so, will bargain prior to the implementation of such change(s).

At the time of the negotiation of the collective bargaining agreement for the term of July 1, 2013 through June 30, 2016, the Parties have agreed to form a joint committee comprised of an equal number of members of the Union and the School District Administration, which joint committee shall be responsible for updating the evaluation instrument and process to be utilized by the Parties. The joint committee will formulate recommendations for changes to the current evaluation instrument and process, which recommendations shall be made no later than June 15, 2015. The Parties agree that if agreement is reached by this joint committee, no further bargaining over the changes will be required and the new instrument and process will be utilized commencing with the 2015/2016 contract year. To the extent that agreement is not reached by June 15, 2015, the joint committee will continue its work until agreement is reached, with implementation occurring as soon as practicable thereafter.

## **ARTICLE XVIII**

### **HEALTH INSURANCE**

A. Employees will be entitled to the same Health Insurance as provided by the City of Worcester to all other employees. If there are any changes in the Health Insurance program, the Committee shall impact bargain those changes with the Union. The parties agree to make available to the Educational Secretaries the provisions of Section 125 regarding payment of Health Insurance premiums with pre-tax dollars.

B. Health Insurance Design:

1. Effective July 1, 2006:

- Plan Design changes as follows: \$10.00 office visit co-pay for all plans; \$10/\$20/\$35 Rx co-pays for all plans; and \$50 ER visit co-pay for Fallon (Blue Choice already \$50).

2. Effective July 1, 2010:

The parties agree that the following co-pay and design changes to all health insurance plans provided by the City will be implemented effective July 1, 2010 or as soon as practicable thereafter:

- Inpatient co-pay: \$250.00;
- Same day surgery co-pay: \$150.00;
- Emergency Room: \$75.00;
- Specialist Office Visit co-pay: \$20.00; and
- Fallon Dental, coverage for dependent children up to age 12.

- The annual maximum co-pay will be capped at \$1,000 for an individual and \$2,000 for a family in connection with same day surgery and inpatient hospitalization co-pays.

### 3. Effective July 1, 2011:

Effective on July 1, 2011, or as soon as practicable thereafter, health insurance for bargaining unit members shall be limited to the three plans known as Network Blue N.E. Options Plan (with three tiers); The City of Worcester Advantage Plan – Direct; or the City of Worcester Advantage Plan – Advantage (with two tiers). Plan design shall be in accordance with the attached benefit summary appearing at Appendix C. The City shall no longer offer the current health insurance plans following implementation of the above-referenced plans.

### C. Contribution Levels:

#### 1. Effective July 1, 2006:

- The City's contribution rate for Master Medical shall be set at 60%; the subscriber shall pay the remainder.
- The City's contribution rate for active employees hired on or after July 1, 2006, for all plans other than Master Medical, shall be set at 75%; the subscriber shall pay the remainder.
- For employees hired before July 1, 2006, the City's contribution rate towards all health plans other than Master Medical, effective July 1, 2006, shall be set at 80%; the subscriber shall pay the remainder.

#### 2. Effective July 1, 2010:

The parties agree that effective July 1, 2010, all members of the bargaining unit will be required to contribute twenty-five percent (25%) and the City will contribute seventy-five percent (75%) of the premium for all health insurance plans provided by the City, with the exception of the Master Medical Plan. It is agreed that deductions to cover this contribution change shall not be made until the first payroll in the 2010/2011 school year, but shall be retroactive to cover the period beginning July 1, 2010.

- D. It is understood and agreed, as an exception to any savings clause or similar language which may be contained in the collective bargaining agreement between the Parties, that if any portion of the health insurance changes set forth in this Article, including those effective during the term of this Agreement and those historic changes described herein, which are essential components of the Parties' various contract settlements, are held invalid by a tribunal of competent jurisdiction, or if compliance

or enforcement of any such provision is in any way restrained, then the City/School Committee shall have no obligation to pay or to continue in effect those benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes until such time as a final judgment is rendered and not appealed which declares such provisions valid or removes any restraint on their enforcement. In determining which benefits were conferred in exchange for which design and contribution changes and in order to assist the Parties in the enforcement of this language, the Parties will refer to the applicable terms of the Collective Bargaining Agreement for the period of January 1, 2006 through December 31, 2008; and the applicable terms of the Memoranda of Agreement for the periods of January 1, 2009 through June 30, 2011; and July 1, 2011 through June 30, 2013; and the Collective Bargaining Agreement for the periods of January 1, 2009 through June 30, 2011 and July 1, 2011 through June 30, 2013, which applicable contract terms and applicable terms of the memoranda of agreement are incorporated by reference for the purposes of enforcing this Paragraph.

## **ARTICLE XIX**

### **TRAINING**

Employees may be required to participate in training if the Committee determines that such training is needed to enhance job performance. The costs for such training would be paid by the Committee. If the training requires employees to work beyond their regular workday, they will be paid at their regular hourly rate for all hours worked up to forty (40) hours in a workweek. Any hours worked beyond forty (40) hours in a workweek will be paid at the rate of time and one-half.

## **ARTICLE XX**

### **USE OF ALCOHOL/ILLEGAL DRUGS**

As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the work hours of the employee, including all breaks and the lunch or dinner period. Failure to comply with this provision will subject the employee to disciplinary action up to and including termination of employment. It is the intent of the School Administration to utilize progressive disciplinary action in dealing with violations of this article; however, the Administration reserves the right to terminate an employee on a first offense if it is such that it warrants termination. In addition, an employee who is experiencing difficulty relative to alcohol and/or drug usage is encouraged to seek guidance and assistance from the Administration prior to the alcohol/drug usage reaching the stage where the alcohol and/or drug usage has a serious negative impact on his/her ability to perform his/her work responsibilities. In such cases, the Administration will support the employee to utilize accrued sick leave and/or a leave of absence in order to take affirmative steps to deal with the alcohol and/or drug issue.

In order to facilitate the enforcement of this Article, the Committee shall have the right to initiate a drug/alcohol test upon reasonable suspicion that an employee is under the influence of illegal drugs or alcohol during work hours, or has consumed same during

work hours. The test shall consist of a urinalysis, which shall test for alcohol and illegal drugs, and the cost of the test shall be borne by the Committee. In the event of a positive test, the employee shall have the right to secure a second test from the same laboratory, and the cost of the test shall be borne by the employee. Only in the event that the findings of the two (2) tests are substantially inconsistent, either Party may opt for a third test and the cost of that test shall be borne by the Party electing to initiate the third test. For purposes of determining if one is under the influence of alcohol, the Parties agree that the standard utilized shall be the standard in effect in the Commonwealth of Massachusetts for determining if an operator of a motor vehicle is legally intoxicated.

## **ARTICLE XXI**

### **EDUCATIONAL INCENTIVE**

Effective July 1, 2006, the educational incentive for 9 credits shall be \$600.00 on an annual basis and the educational incentive for 18 credits shall be \$900.00 on an annual basis. In addition, employees who have earned 9 or 18 post high school college credits prior to being hired will receive the educational stipend if they can show proof from a college that they have earned these credits and if the courses are approved by the Superintendent or his designee. This benefit is prospective from the date of this Agreement and has no retroactive effect, payable for the first time during the 2006-2007 school year.

## **ARTICLE XXII**

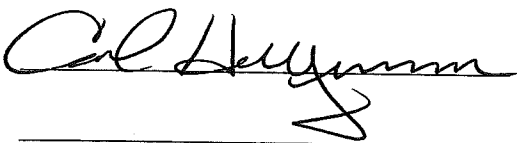
### **DURATION**

This Agreement shall be for a three year period from July 1, 2013 through June 30, 2016.

January 2015

This Agreement is executed on this 16 day of ~~December~~, 2014 by the Parties.

For the Union:



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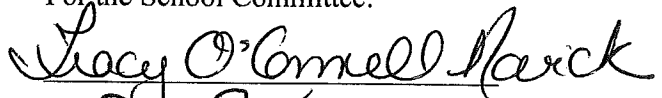
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For the School Committee:



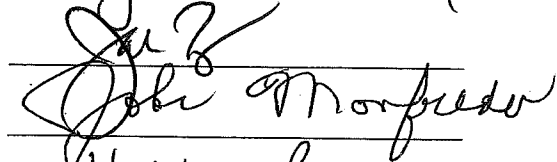
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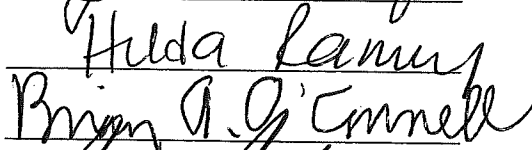
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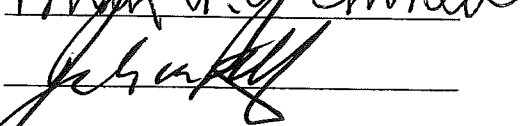
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# WORCESTER PUBLIC SCHOOLS

## Forty-Two Week

ELEMENTARY - 189 Days @ 6 Hours per Day Word Processor • Clerk Typist			
STEP	2% 09/01/13	2% 09/01/14	2% 09/01/15
1	20,855.88	21,273.00	21,698.46
2	21,566.15	21,997.47	22,437.42
3	22,210.65	22,654.86	23,107.96
4	22,907.77	23,365.92	23,833.24
5	23,565.42	24,036.73	24,517.47
6	24,249.39	24,734.38	25,229.07
7	25,367.41	25,874.76	26,392.25
10 yr.	26,025.06	26,545.57	27,076.48
15 yr.	26,722.19	27,256.63	27,801.76
20 yr.	27,392.98	27,940.84	28,499.66
25 yr.	28,104.72	28,666.81	29,240.15

## Forty-Four Week

ELEMENTARY - 202 Days @ 6 Hours per Day Word Processor • Clerk Typist	
STEP	2% 09/01/15
1	23,190.94
2	23,980.74
3	24,697.39
4	25,472.56
5	26,203.85
6	26,964.40
7	28,207.59
10 yr.	28,938.88
15 yr.	29,714.05
20 yr.	30,459.95
25 yr.	31,251.38

SECONDARY - 192 Days @ 6.25 Hours per Day Word Processor • Clerk Typist			
STEP	2% 09/01/13	2% 09/01/14	2% 09/01/15
1	21,888.06	22,325.82	22,772.34
2	22,625.63	23,078.14	23,539.71
3	23,335.61	23,802.32	24,278.37
4	24,059.36	24,540.55	25,031.36
5	24,769.10	25,264.49	25,769.78
6	25,479.09	25,988.68	26,508.45
7	26,648.24	27,181.21	27,724.83
10 yr.	27,344.18	27,891.06	28,448.88
15 yr.	27,970.42	28,529.82	29,100.42
20 yr.	28,791.72	29,367.55	29,954.90
25 yr.	29,542.62	30,133.47	30,736.14

SECONDARY - 202 Days @ 6.25 Hours per Day Word Processor • Clerk Typist	
STEP	2% 09/01/15
1	23,958.40
2	24,765.73
3	25,542.87
4	26,335.08
5	27,111.95
6	27,889.10
7	29,168.83
10 yr.	29,930.60
15 yr.	30,616.07
20 yr.	31,515.05
25 yr.	32,336.98

SECONDARY - 192 Days @ 6.25 Hours per Day Clerk Stenographer 1 Employee Remains on Schedule			
STEP	2% 09/01/13	2% 09/01/14	2% 09/01/15
1	24,167.82	24,651.17	25,144.20
2	24,975.08	25,474.58	25,984.08
3	25,754.53	26,269.62	26,795.01
4	26,533.98	27,064.66	27,605.95
5	27,327.46	27,874.01	28,431.49
6	28,120.71	28,683.13	29,256.79
7	29,345.55	29,932.46	30,531.11
10 yr.	30,139.05	30,741.83	31,356.66
15 yr.	30,946.32	31,565.25	32,196.55
20 yr.	31,711.74	32,345.97	32,992.89
25 yr.	32,535.50	33,186.21	33,849.94

SECONDARY - 202 Days @ 6.25 Hours per Day Clerk Stenographer 1 Employee Remains on Schedule	
STEP	2% 09/01/15
1	26,453.79
2	27,337.41
3	28,190.59
4	29,043.76
5	29,912.29
6	30,780.58
7	32,121.28
10 yr.	32,989.82
15 yr.	33,873.46
20 yr.	34,711.27
25 yr.	35,612.96

ELEMENTARY - 189 Days @ 6 Hours per Day Clerk Stenographer Schedule is Vacant			
STEP	2% 09/01/13	2% 09/01/14	2% 09/01/15
1	23,014.64	23,474.93	23,944.43
2	23,777.53	24,253.08	24,738.14
3	24,514.09	25,004.37	25,504.46
4	25,263.83	25,769.10	26,284.48
5	26,000.42	26,520.43	27,050.83
6	26,750.13	27,285.13	27,830.84
7	27,933.92	28,492.60	29,062.45
10 yr.	28,683.64	29,257.31	29,842.46
15 yr.	29,433.38	30,022.05	30,622.49
20 yr.	30,156.80	30,759.93	31,375.13
25 yr.	30,937.03	31,555.77	32,186.89

ELEMENTARY - 202 Days @ 6 Hours per Day Clerk Stenographer Schedule is Vacant	
STEP	2% 09/01/15
1	25,591.40
2	26,439.71
3	27,258.74
4	28,092.41
5	28,911.47
6	29,745.13
7	31,061.45
10 yr.	31,895.12
15 yr.	32,728.80
20 yr.	33,533.21
25 yr.	34,400.80

# The City of Worcester Health Insurance Plan Choices - Effective July 1, 2011

## NEW CONVENTIONAL HEALTH INSURANCE PLANS

Benefits	New FY '12 BCBS Plan **Residency out of New England	New FY '12 BCBS Plan	NEW for FY '12! The City of Worcester Advantage Plans	
	Blue Care Elect Preferred (PPO) *In-Network	Network Blue N.E. Options Plan (with Three Tiers*)	Direct	Advantage
Plan name				Tier 1*    Tier 2*
Deductible	\$250 Ind/\$750 Fam	\$0 (T1) \$250 Ind/\$750 Fam (T2&3)	\$200 Ind/\$600 Fam	\$250 Ind/\$750 Fam
Routine Physical exams	\$0	\$0	\$0	\$0
PCP office visit	\$35	T1: \$15   T2: \$25   T3: \$35	\$15	\$15    \$20
Specialist visit	\$35	\$35	\$25	\$25    \$30
Emergency room	\$150 waived if admitted	\$100 waived if admitted	\$100	\$100
Inpatient hospital	10% co-insurance after deductible	T1: \$150 (no deductible)   T2: \$150 (after deductible)   T3: \$500 (after deductible)	\$200 after deductible	\$250 after deductible    \$500 after deductible
Same day surgery	\$35 office setting (no ded) \$300 after deductible in hosp or ambulatory facility	T1: \$150 (no deductible) T2: \$150 after deductible T3: \$500 (after deductible)	\$100 after deductible	\$150 after deductible    \$300 after deductible
Diagnostic services (Lab, X-ray, etc.)	10% co-insurance after deductible	T1 \$0 T2/T3 \$0 after deductible	\$0 after deductible	\$0 after deductible
Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)	10% co-insurance after deductible	T1: \$50 hospital T2: \$50 hospital after deductible T3: \$450 hospital after deductible or \$50 non-hospital	\$50 non-hospital or \$100 hospital after deductible	\$50 non-hospital or \$100 hospital after deductible
Rx	\$10/\$25/\$45	\$10/\$25/\$45	\$10/\$25/\$45	\$10/\$25/\$45
Monthly Premium	\$702.83 Ind; \$1,817.74 Fam	\$638.94 Ind; \$1,652.49 Fam	\$439.78 Ind; \$1,117.41 Fam	\$544.17 Ind; \$1,339.12 Fam
Employee Monthly Contribution	\$175.71 Ind; \$454.44 Fam	\$159.74 Ind; \$413.12 Fam	\$109.95 Ind; \$279.35 Fam	\$136.04 Ind; \$334.78 Fam
Employee Bi-weekly Contribution	\$81.10 Ind; \$209.74 Fam	\$73.72 Ind; \$190.67 Fam	\$50.74 Ind; \$128.93 Fam	\$62.79 Ind; \$154.51 Fam
Employee Annual Contribution	\$2108.52 Ind; \$5453.28 Fam	\$1916.88 Ind. \$4957.44 Fam	\$1319.40 Ind; \$3352.20 Fam	\$1632.48 Ind; \$4017.36 Fam
PREMIUM INCENTIVE - You will not pay any contribution during this time period for your health insurance.	NA	NA	TWO MONTHS PREMIUM FREE!	ONE MONTH PREMIUM FREE!

\* Please review your physician's tier category before selecting a health plan as they may vary by health carrier.

For example: in the City Advantage plan, copayments for a UMass provider is \$15 in Tier 1 (the lowest cost tier) for a PCP office visit.

In the Network Blue Options plan, the same UMass provider PCP office visit is \$25 in Tier 2 (the middle cost tier).