

# **AGREEMENT**

**Between the**

**WORCESTER SCHOOL COMMITTEE**

**AND THE**

**THERAPY ASSISTANTS**

**Educational Association of Worcester**

**JULY 1, 2013 – JUNE 30, 2016**

## **ARTICLE I** **AGREEMENT**

This Agreement is made and entered into on this 16<sup>th</sup> day of June, 2011, 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 WORCESTER PUBLIC SCHOOLS OT/PT ASSISTANTS ASSOCIATION (hereinafter referred to as the Association). Unless otherwise specifically modified herein, the terms and conditions of the collective bargaining agreement covering the period from July 1, 2011 through June 30, 2013.

## **ARTICLE II** **RECOGNITION**

The School Committee recognizes the Educational Association of Worcester as the exclusive bargaining agent and representative in all matters of employment for all personnel engaged as Occupational and Physical Therapy Assistants (hereinafter referred to as the therapy assistants) by the Worcester Public Schools, and the Association recognizes the School Committee as the governing body of the Worcester Public Schools.

## **ARTICLE III** **SICK LEAVE**

- A. Therapy Assistants shall be credited with fifteen (15) days of sick leave at the start of each school year. Accumulation of sick leave shall be limited to two hundred (200) days.
- B. 1. A person who is collecting Worker's Compensation may use accumulated sick leave to make up the difference, if any, between his/her regular pay and the Worker's Compensation payments.

2. Employees who are physically unable to return to their original assignment may be asked to return to work in a different open position within the bargaining unit if they are capable of performing the duties of the new assignment and if they are willing to do so.
- C. In cases where the evidence appears to establish a pattern of sick leave abuse, the Superintendent or his/her designee may require an 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 and for any subsequent absences.
- D. After an absence due to illness has exceeded five (5) consecutive school days, the employee shall provide the School Department with a physician's certificate describing the nature of the illness and the anticipated date of the employee's return to work.
- E. Members of the bargaining unit serving in the Worcester Public School system for a minimum of twenty (20) years inclusive of approved leaves of absence shall, upon termination, except for dismissal for just cause, receive compensation for unused accumulated sick leave at the rate of ten dollars (\$10.00) per day for the first one hundred and sixty-five (165) days and twenty-five dollars (\$25.00) per day for any days beyond one hundred and sixty-five (165) days, which shall be included in the employee's final paycheck and recorded as part of the annual salary for their final year's service.
- F. Whenever a Therapy Assistant is absent from his/her duties as a result of personal injury caused by assault occurring in the course of his/her employment, he/she will be paid his/her regular salary, less Worker's Compensation payments, for the period of such absence up to two (2) years from the date of injury and no part of such absence will be charged to his/her annual sick leave.
- G. Therapy Assistants may use up to a maximum of Ten (10) sick days per year to attend to the illness of a spouse, child or parent.

H. No sick leave allowance will be granted to an employee who is out of the Commonwealth of Massachusetts, unless the employee can produce a doctor's note or other suitable documentation that: 1) medical treatment was sought while outside of the Commonwealth; or 2) the travel out of the Commonwealth is required in order to secure necessary medical treatment. Other exceptions to this policy may be requested from the Superintendent, who shall have the discretion to either grant or deny such a request.

#### **ARTICLE IV** **LEAVES OF ABSENCE**

A. Leaves with pay

1. Death in the immediate family – employees shall be entitled to a leave of absence of up to five (5) consecutive days or Memorial Week for people of the Jewish faith, when the death of a wife, husband, father, mother, step-father, step-mother, mother-in-law, father-in-law, brother, sister, son, daughter, step-children, grandparents, grandchild, or relative living in the same household or someone who has acted in “loco parentis” occurs in the family of the employee. Such leaves shall be without loss of salary and will take effect from the date of death. Should the death occur at any time during the work day of the employee, that day shall not be considered as the day of death normally applied to this provision. Such five (5) consecutive days include holiday, Saturdays and vacation days. Sundays are specifically excluded and shall not be counted. 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.
2. A leave of one (1) day will be granted to attend the funeral of a cousin, niece, nephew, uncle, aunt, brother-in-law, and/or sister-in-law.
3. Necessary time may be granted by the Director of Special Education or designee for the employee to attend the funeral of an employee or dear friend. If a full day is taken under

this Section, it will be deducted from personal leave. If no personal leave is available, the day will be without pay.

4. Absence for Jury Duty – the employer will make up the difference, if any, between his/her regular pay and the compensation received for Jury Duty.
5. (a) Three days personal leave without loss of pay for personal reasons without the requirement to submit any reason shall be granted. Personal reasons shall include but not be limited to the following:
  1. Emergency, serious illness or injury in the family
  2. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.
- (b) In the event of the personal day being immediately prior to and/or following a holiday or 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 day's attendance.

The principal or supervisor shall not unreasonably withhold the personal day as outlined in b.

Abuse of the provisions of these paragraphs shall be cause for disciplinary actions.

6. When absences occur for legal cause for attendance in court for the purpose of giving testimony in cases in which the employee is a 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 will remit to the School Department any witness fee received as compensation for testifying. The maximum number of days allowed under this Section shall be three (3), not including personal days.

7. The School Committee shall grant leave of absence with pay 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. Such days shall not exceed two (2) days for any one individual in any given year.

B. Leaves Without Pay

1. Leaves of absence without pay may be granted at the sole discretion of the Worcester School Committee or its designee.
2. Any employee who takes an unpaid leave of absence without advance permission will be deemed to have abandoned his/her position and will be removed from the payroll, unless an emergency exists and notice is given to the principal or Human Resource Manager by 12 noon the day following the first day of absence.

C. Professional Leave

Upon recommendation of the Superintendent the Committee or its designee may grant Professional Leaves with full pay to employees attending approved workshops or conferences. Compensation may include: reimbursement for all tuition, fees, books, lodging, equipment, meals and mileage reimbursement at the City rate per mile.

#### D. Maternity Leave

1. A member of the bargaining unit who becomes pregnant shall notify the Human Resource Manager in writing as soon as her pregnancy has been established. When notifying the Human Resource Manager the member shall, where possible, notify the Administration of any request for leave on account of pregnancy and the dates of such leave.
2. A member of the bargaining unit may continue at her assigned position. However, continued employment shall depend on the physical condition and ability of the Assistant to perform her usually assigned duties without danger to herself or students.
3. The Committee or its designee may require the member to submit adequate medical evidence (including the results of a medical examination by a physician of her choice) of the member's ability to continue employment and perform her usually assigned duties without possibility of danger or harm.
4. The parties agree that the following criteria will be used in establishing flexible guidelines for leave on account of pregnancy:
  - a. Under ordinary circumstances, the member will request and be granted a leave of absence commencing no later than three (3) weeks prior to the anticipated date of delivery.
  - b. Such leave will ordinarily be for eight (8) weeks from the date of the child's birth.
5. Leaves of absence because of the member's pregnancy shall be granted by the Committee or its designee on submission of adequate medical evidence. For the purpose of pay a maternity leave will be treated the same as any other disability leave.
6. The member of the bargaining unit shall notify the Superintendent or his designee in writing no less than thirty (30) days prior to the date he/she desires to return to work.
7. When a member of the bargaining unit returns from Maternity Leave, the school administration will attempt to assign the member to the same discipline which she held at the time the leave commenced. If the same position is not available the Assistant will be

assigned to the most nearly equivalent position which is available at the time of her return for which she is qualified.

8. Nothing herein shall be construed as requiring a pregnant Assistant to leave her employment (by voluntary termination or leave of absence) for any reason other than her continued ability to perform her usually assigned duties. Upon termination of the member's pregnancy, her return to work will be governed by the above standards.
  9. The parties agree that the criteria set out in Section 4 herein are guidelines only and situations involving pregnancy will be treated individually on a case by case basis with reference to a member's health and continued ability to work. These provisions shall be liberally interpreted so as to permit total compliance with Federal and State (Massachusetts) laws and regulations governing leave on account of pregnancy.
  10. In accordance with Chapter 149, Section 105D, M.G.L., the mother of an adopted child shall be granted up to eight (8) weeks maternity leave upon request.
  11. On the occasion of the adoption by an 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 authorized absence at the time of adoption. At the time of the birth of his child, male employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during an authorized absence at the time of the birth of the child. This is not intended to expand the use of sick leave for any other circumstances and does not affect the use of sick leave by female employees for periods of authorized absence at the time of the birth of their child.
- E. In the event that an employee enters an unpaid medical leave of absence, for reasons other than an 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 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 status.

## **ARTICLE V** **WORK YEAR AND HOURS**

- A. The work year for employees in the bargaining unit shall be the school year (pupil session days and two Professional Development days) plus the day before the opening of schools.
- B.
  - 1. Effective with the start of the 2011-12 school year, employees in the bargaining unit will be paid for all regular schools days on which schools are closed for special observances or emergencies, exclusive of holidays and weather-related system cancellations. In the case of weather-related cancellations, the Therapy Assistant will continue to receive his/her normal bi-weekly pay and will make up the canceled day in accordance with the school calendar.
  - 2. The work day for employees in the bargaining unit shall consist of the pupil session day. Specific hours of work shall be established for each employee by his/her supervisor not to exceed 6 hours per day.

3. Overtime wages (one and one-half times regular hourly rate) shall be paid to employees who work more than forty (40) hours per week.
- C. Therapy Assistants will be required to attend four quarterly department meetings of ninety (90) minutes in duration each as part of their contractual duties each year.

## **ARTICLE VI** **GENERAL**

- A. All employees working twenty (20) hours or more covered under the terms of this Agreement shall be entitled to all medical and life insurance benefits granted to other School Department and/or City employees working twenty (20) hours or more as authorized by the City of Worcester and/or the School Committee.
- B. Any extra-paying Therapy Assistants' positions (summer programs, after-school programs, etc.) will be posted on the bulletin boards in each school. When determining any extra-paying positions the School Committee or its designee will give due weight to the following criteria in determining to fill said vacancies:
  1. Evaluations
  2. Relevant Experience
  3. Interview by Supervisor or designee
  4. Seniority

If all four criteria are equal, then the long standing practices of seniority being the deciding factor.

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

- D. The School Department shall make available, wherever possible, a mail slot for each Assistant at a particular work location or, alternatively, where this is not possible, one slot where all Assistants can receive their mail, notices, messages and so forth.
- E. When an employee is required to use his/her car for school business, he/she will be reimbursed at the current City rate per mile.
- F. Pursuant to Section 12, Chapter 150E, an agency service fee shall be imposed as a condition of employment upon members of the bargaining unit who are not members of the Educational Association of Worcester, the Massachusetts Teachers Association and the National Education Association.
- G. No Therapy Assistant shall be assigned a duty, except in the case of emergency.

#### **ARTICLE VII** **MANAGEMENT RIGHTS**

The parties hereto agree and declare that the Committee is a public body established under and with the powers provided by the laws of the Commonwealth of Massachusetts and nothing in the Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion.

#### **ARTICLE VIII** **TRANSFERS RESULTING FROM REDUCTION IN FORCE**

- A. Seniority is defined as the number of years, months and days of consecutive service as an Therapy Assistants in the Worcester Public Schools. Unpaid leaves of absence will not break the continuity of service, but time spent on such leaves, if more than thirty (30) school days' duration, will not count as creditable service towards seniority.

B. The Association recognizes the right of the Committee to determine the number of Therapy Assistants positions which are to be filled. When, in the judgement of the Committee, the number of Therapy Assistants is to be reduced, the Administration will determine the category of Therapy Assistant position(s) in which the reduction shall occur from among the following categories: OT and/or PT Assistants.

### **ARTICLE IX** **SALARY**

A. The Parties have agreed to the following increases to all steps on the salary scales on the following dates:

1. Effective on the first day of the 2013/2014 School Year: One (1%) Percent Increase.—Payment to be retroactive to the First Day of the 2013/2014 School Year.
2. Effective on 92nd day of the 2013/2014 School Year: One (1%) Percent Increase;
3. Effective on the first day of the 2014/2015 School Year: One (1%) Percent Increase;
4. Effective on the 92nd day of the 2014/2015 School Year: One (1%) Percent Increase;
5. Effective on the first day of the 2015/2016 School Year: One (1%) Percent Increase; and
6. Effective on the 92nd day of the 2015/2016 School Year: One (1%) Percent Increase.

Therapy Assistants shall be paid in accordance with the basic step salary schedule and provisions as set forth in **Attachment A**. These salary schedules are based on the number of years of experience as an employed Therapy Assistant by the Worcester Public Schools, except that the Superintendent may hire new Therapy Assistants at above Step 1 for the purpose of salary only.

B. Following the initial implementation period in 2011, employees will then advance one (1) step at the start of each new school year until they reach maximum step level of the basic salary schedule. In order to qualify for incremental step increases, employees must have been employed for fifty percent (50%) or more of the previous school year. Each yearly increment shall be subject to favorable review of individual performance.

C. The employee will be paid in twenty-six (26) equal payments for the contract year. However, an employee may request to be paid a lump-sum payment for summer pay. Payment schedule and notice requirements will be consistent with the teacher contract.

D. Employees will be paid \$ 25.00 per hour for hours worked during the summer months.

E. All employees shall be required to utilize direct deposit in connection with the payment of all salaries and other compensation. The School Committee and 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 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.

F. LONGEVITY. Effective during the second year of the collective bargaining agreement (i.e., 2014/2015 school year) the Parties have agreed to the establishment of the following annual Longevity benefit amounts in the collective bargaining agreement:

1. After 10 Years: \$300.00;
2. After 15 Years: \$600.00; and
3. After 20 Years: \$800.00.

Longevity payments will be made at the end of the school year in the same manner as such payments are paid and processed with the Instructional Assistants' bargaining unit.

## **ARTICLE X** **INSURANCE**

Pursuant to the provisions of Chapter 32B, M.G.L., the Committee may at any time during the life of this Agreement approach the Association for collective bargaining on the issue of health insurance. The Association agrees to honor any such request. This below-cited health insurance language is subject to and conditional upon the School Committee possessing the legal right and authority to agree to said health insurance language, which is controlled by c.32B, M.G.L.:

A. Effective 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 Worcester Advantage Plan – Direct; or the City of Worcester Advantage Plan – Advantage (with Two Tiers). Plan design shall be in accordance with the attached benefits summary ( **Attachment B** )

B. Effective July 1, 2011, 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. Assumed that there will no longer be a Master Medical Plan at sixty percent (60%) City and forty percent (40%) employee contribution.

C. The City shall offer to all employees a basic dental insurance plan, The employee shall pay 100% of the premium for this program.

D. The City of Worcester shall increase the amount of its basic life insurance plan from \$2,000 to \$5,000, effective November 1, 1988.

E. The City agrees to study whether the employee cost of health insurance premiums may be deducted from gross earnings prior to determining taxable income. If such a practice is

legal and may be done without additional cost, the City agrees to implement it within six to eight months, upon approval of the Insurance Coalition Bargaining Committee.

F. Whereas it is in the best interests of the employee and employer to obtain health insurance at the lowest possible cost, the City may, upon sixty (60) days' notice to the Association, 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. Said determination as to equivalent coverage is subject to the grievance and arbitration procedure. A letter will be written to the President of the EAW and signed by the Worcester Public Schools' attorney, which will read as follows in reference to the insurance: This letter will confirm any representation regarding any grievances filed by the Union on the application or interpretation of Article X, Paragraph F of the Contract between the Worcester School Committee and the EAW:

- a. If the EAW files a grievance on Article X, Paragraph F, said grievance may be filed at the School Committee level.
- b. If such grievance is filed initially at the school Committee level, the Committee shall respond within seven (7) days of receipt by the Committee of the grievance.
- c. The Worcester School Committee agrees that the issue of equivalent coverage as used in Article X is an arbitrable issue. During negotiations for the 1986-87 contract, the Committee agreed that the issue of equivalent coverage as used in Article X is an arbitrable issue.
- d. Except as provided herein, the grievance procedure of the contract shall be complied with for all Article X grievances.
- e. Administration of the insurance program for Therapy Assistants will be in accordance with the provisions, Chapter 32B, M.G.L., AS AMENDED.

- f. The Committee agrees that the following items shall be taken into consideration when determining “Equivalency” under Article X of the contract between the School Committee and the EAW:

- (1) Semi-private room at hospital.
- (2) 80% reimbursement of office visits, prescription drugs and ambulance service.
- (3) In-patient services, covered in full.
- (4) In-hospital physician services.
- (5) Outpatient physical therapy services, reimbursement.
- (6) Subscriber has freedom of choice to choose physician and hospital without loss of benefits to the extent that subscribers have freedom of choice under the Blue Cross/Blue Shield plan.

All of the above items are subject to the medical necessity rule and the deductible provision.

The Committee understands that in making this decision about whether the new plan is equivalent to the present Blue Cross/Blue Shield plan, the arbitrator shall compare, but is expressly not limited to, the six (6) elements set forth in the paragraph above.

- G. Pursuant to the provisions of Chapter 32B, the City may, at any time during the life of this Agreement, approach the Insurance Coalition or this individual Association regarding collective bargaining to increase the number of health insurance providers offering additional health plans to members of the bargaining unit. Any new plans will be additions to the insurance plans presently provided and will not be substitutions for the present plans.
- H. The City and the insurance carrier, including self-insurance carrier (“the carrier”), will not provide payment for non-emergency hospitalizations, unless the following criteria are met:
1. 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.

2. 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.
3. 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.
4. 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. The procedures listed in H(1) through H(4) may be implemented by the carrier on an individual basis (e.g. H(3) only) or a complete basis (H(1) through H(4)).

- I. 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 X, including those effective during the term of this Agreement and those historic changes described in the Collective Bargaining Agreement for the period of July 1, 2011 through June 30, 2013 and the Letter of Agreement of June of 2011, which are and were essential components of the Parties' contract settlements, are held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provisions is in any way restrained, then the City/School Committee shall be relieved of the obligation to pay or to continue to pay those

benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes. In the event that a final judgment is rendered and not appealed or is not further appealable which declares such provisions valid or removes any restraint on their enforcement, then the City/School Committee shall continue to pay or resume paying the benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes, to the extent otherwise continuing to be applicable. In determining which benefits were conferred in exchange for which design and contribution changes and in order to define for the Parties both the intent of the parties with respect to the enforcement of this language and the manner, scope and terms of the enforcement, the Parties will refer to the applicable terms of the Collective Bargaining Agreement for the period of July 1, 2011 through June 30, 2013 and the Letter of Agreement of June of 2011, which applicable contract terms and applicable terms of the Letter of Agreement are incorporated by reference for the purposes of enforcing this Paragraph.

The EAW will not initiate, pursue or finance any challenge to the health insurance changes negotiated in this and prior contracts and will notify the MTA that the EAW does not want the MTA to initiate, pursue or finance such a challenge on behalf of the EAW. This language shall not preclude a representative of the MTA or the EAW from complying with a lawfully issued subpoena so long as the representative did not initiate or bring about the issuance of the subpoena.

#### **ARTICLE XI** **LIGHT DUTY LANGUAGE**

The parties recognize that the passage of the Americans with Disabilities Act requires the Superintendent 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 Superintendent to assign a member of the bargaining unit to any duties which are the responsibility of the School Department and which the City physician has determined the employee is capable of performing on either a 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.

Members of the bargaining unit who are incapable of performing light duty and have been on sick leave or workers' compensation for more than one year shall be required to file an application for retirement benefits.

## **ARTICLE XII** **EVALUATIONS**

The evaluation of Therapy Assistants is designed to allow the individual to understand how his/her effort is perceived by the Supervisor; allow the individual to grow in his/her role as an Therapy Assistant; allow for determination of the effectiveness of the Assistant.

### **( Attachment C ).**

Therapy Assistants shall be evaluated every year they are employed. The primary evaluator will be the Director of Special Education or a designee. It shall be the responsibility of the Director of Special Education or designee to provide any necessary suggestions for continual growth.

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 May 1, 2014. 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 2014/2015 contract year. To the extent that agreement is not reached by May 1, 2014, the joint committee will continue its work until agreement is reached, with implementation occurring as soon as practicable thereafter.

### **ARTICLE XIII**

#### **DURATION OF AGREEMENT**

The Agreement shall be effective July 1, 2013 and shall continue and remain in full force and effect until June 30, 2016. The parties agree that at the request of either party to this Agreement, they shall enter into negotiations for a successor agreement to become effective as of July 1, 2016. Such negotiations for a successor agreement shall commence on or about July 1, 2016.

### **ARTICLE XIV**

#### **Grievance Procedure**

- A. A "grievance" shall be a dispute involving a specific violation of an express provision of this contract.
- 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 aggrieved party with a grievance shall present it in person, with or without an Association representative, to the Director of Special Education. The Director of Special Education 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 has not been settled to the satisfaction of the aggrieved employee at the Director of Special Education's level, or in the event that no decision has been reached within ten (10) working days after meeting with the Director of Special Education, the aggrieved party may reduce the grievance to writing and submit it within ten (10) working days to the Human Resources Manager or his/her designee.

b. The Human Resource Manager or his designee, within ten (10) working days thereafter, shall meet with the aggrieved party and a representative of the Association and attempt to settle the grievance. The grievance shall be answered in writing. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the Human Resources Manager, or, in the event that 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 within ten (10) working days.

c. The Superintendent or his/her designee shall meet within ten (10) working days thereafter with the aggrieved person, and a representative of the Association and attempt to settle the grievance. The grievance shall be answered in writing. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved party at the level of the Superintendent, or, in the event that no written answer has

been received within ten (10) working days after the meeting on the grievance, the aggrieved party may forward the grievance with a copy of the answer, if any, to the School Committee within ten (10) working days.

d. The School Committee will hold a hearing on said grievance within fifteen (15) working days. Said hearing to be open only at the mutual consent of both parties. The School Committee shall render its decision within fifteen (15) working days of said hearing. Issues involving hiring, assignments, promotions and disciplinary matters will bypass the School Committee level and go directly to arbitration.

e. In the event that the aggrieved party alleging a grievance is not satisfied with the decision of the School Committee, the Association may file within thirty (30) days an application for arbitration with the American Arbitration Association.

f. 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.

g. 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 AAA shall be shared equally by the Association and the Committee.

h. A grievance that affects a group of OT/PT Assistants or is of a general nature may be commenced by the Association by submitting it in writing to the Human Resources Manager or his designee. If the nature of the alleged grievance is peculiar to a particular building, the grievance must first be initiated at the level of the Director of Special Education. If the grievance is not resolved at the Director of Special Education level, it then goes to the level of the Human Resources Manager or his/her designee.

For the Union:

Christine McGee  
Christine McGee  
Harlem Duane Bombard  
Leonard A. Zalusky

Dated:

2/25/14

For the School Committee:

Hilda Ramus  
John Morfello  
Brian D. Connell  
Leah G. Connell  
John Morfello  
John Morfello

Dated:

2/27/14

### Certified Occupational Therapy Assistants

	1%	1%	1%	1%	1%	1%
	First day of 2013-	92nd Day 2013-	First day of 2014-	92nd Day 2014-	First day of 2015-	92nd Day 2015-
Step	2014 school year	2014	2015 school year	2015	2015 school year	2016
1	\$32,157	\$32,478	\$32,803	\$33,131	\$33,462	\$33,797
2	\$33,251	\$33,583	\$33,919	\$34,258	\$34,601	\$34,947
3	\$34,345	\$34,688	\$35,035	\$35,385	\$35,739	\$36,097
4	\$35,439	\$35,793	\$36,151	\$36,513	\$36,878	\$37,247
5	\$36,531	\$36,896	\$37,265	\$37,638	\$38,014	\$38,394
6	\$37,626	\$38,002	\$38,382	\$38,766	\$39,154	\$39,545
7	\$38,721	\$39,108	\$39,499	\$39,894	\$40,293	\$40,696
8	\$39,812	\$40,210	\$40,612	\$41,018	\$41,429	\$41,843
9	\$40,908	\$41,317	\$41,730	\$42,148	\$42,569	\$42,995
10	\$42,003	\$42,423	\$42,848	\$43,276	\$43,709	\$44,146

<b>Longevity</b>	<b>09/01/14</b>
10 Years	\$300
15 Years	\$600
20 Years	\$800

Paid at the close of the School Year

**The City of Worcester Conventional Health Insurance Plan Choices - Effective July 1, 2013**

Benefits	The City of Worcester Advantage Plans			BCBS Plans	
	Direct	Advantage		Network Blue N.E. Options Plan (with Three Tiers*)	Blue Care Elect Preferred - For Out of New England Members Only**
		Tier 1*	Tier 2*		
Deductible	\$200 Ind/\$600 Fam	\$250 Ind/\$750 Fam		\$0 (T1) \$250 Ind/\$750 Fam (T2&3)	\$250 Ind/\$750 Fam
Routine Physical exams	\$0	\$0		\$0	\$0
PCP office visit	\$15	\$15	\$20	T1: \$15 T2: \$25 T3: \$35	\$35
Specialist visit	\$25	\$25	\$30	\$35	\$35
Emergency room	\$100 waived if admitted	\$100 waived if admitted		\$100 waived if admitted	\$150 waived if admitted
Inpatient hospital	\$200 after deductible	\$250 after deductible	\$500 after deductible	T1: \$150 (no deductible) T2: \$150 (after deductible) T3: \$500 (after deductible)	10% co-insurance after deductible
Same day surgery	\$100 after deductible	\$150 after deductible	\$300 after deductible	T1: \$150 (no deductible) T2: \$150 (after deductible) T3: \$500 (after deductible)	\$35 office setting (no ded) \$300 after deductible in hosp or ambulatory facility
Diagnostic services (Lab, X-ray, etc.)	\$0 after deductible	\$0 after deductible		T1 \$0 T2/T3 \$0 after deductible	10% co-insurance after deductible
Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)	\$50 non-hospital or \$100 hospital after deductible	\$50 non-hospital or \$100 hospital after deductible		T1: \$50 hospital T2: \$50 hospital after deductible T3: \$450 hospital after deductible or \$50 non-hospital	10% co-insurance after deductible
Rx	\$10/\$25/\$45	\$10/\$25/\$45		\$10/\$25/\$45	\$10/\$25/\$45
Monthly Premium	\$479.85 Ind; \$1,219.22 Fam	\$599.39 Ind; \$1,488.17 Fam		\$744.67 Ind; \$1,925.24 Fam	\$763.64 Ind; \$1,975.08 Fam
Employee Monthly Contribution	\$119.96 Ind; \$304.81 Fam	\$149.85 Ind; \$372.04 Fam		\$186.17 Ind; \$481.31 Fam	\$190.96 Ind; \$493.76 Fam
Employee Weekly Contribution	\$27.68 Ind; \$70.34 Fam	\$34.58 Ind; \$85.86 Fam		\$42.96 Ind; \$111.07 Fam	\$44.07 Ind; \$113.65 Fam

\* 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).

\*\* Used premiums, plan designs, and contribution rates are subject to changes due to Collective Bargaining or by the authority of the City Manager when applicable.

**ATTACHMENT "B"**  
**City of Worcester Health Insurance Plan Choices – Effective July 1, 2013**

**Worcester Public Schools  
Therapy Assistant Evaluation**

**Employee name:**

**Position:**

**Date of evaluation:**

**Evaluation code:**

**B**=Below – employee does not meet performance requirements and expectations in significant dimensions

**-M**=Low meets – Employee does not consistently meet performance requirements and expectations.

**M**=Meets – Employee consistently meets performance requirements and expectations

**+M**=High meets – Employee consistently meets performance requirements and expectations with a moderate high degree of excellence.

**E**= Exceeds – Employee consistently meets performance requirements and expectations with a high degree of excellence.

- Therapy techniques – Assistant demonstrates the ability to carry out the treatment plan/IEP as written using varied methods & activities                      B –M M +M E
  
- Professional Knowledge – Assistant demonstrates an understanding of the developmental and medical impact on the students ability to learn and access the educational program  
B –M M +M E
  
- Pupil Relationship – Assistant demonstrates the ability to establish a rapport allowing for maximum responses of the student, establishes limits when necessary, and maintains a positive learning environment.  
B –M M +M E
  
- Professional Characteristics and professional growth – Assistant demonstrates an interest in maintaining techniques current, demonstrates good judgement and practices confidentiality, participates effectively in the assistant/therapist relationship.                      B –M M +M E
  
- Assistant & Staff relationships – Assistant demonstrates good working relationships with school staff, demonstrates professional behavior, adapts to varying situations in school environment.  
B –M M +M E

- Non-instructional duties – maintains safe and acceptable work environment, effective time management skills, fulfills documentation responsibilities in a timely manner.  
B –M M +M E

Evaluatees comments (Optional):

Signature of assistant: \_\_\_\_\_

Signature of therapist: \_\_\_\_\_

Signature of Department Head: \_\_\_\_\_

\*signature confirms only that each party has participated in the evaluation and discussion.

Copies to : therapy assistant, DH, HR office

**WORCESTER PUBLIC SCHOOLS**  
**DEPARTMENT OF SPECIAL EDUCATION**

**JOB DESCRIPTION**

**PHYSICAL AND OCCUPATIONAL THERAPIST ASSISTANT**

**Qualifications:**

1. Associates of Science Degree in Physical or Occupational Therapy from an accredited institution recognized by the American Medical Association having a two-year program of academic and clinical preparation.
2. He/she must also be licensed in the Commonwealth of Massachusetts by the Board of Registration in Medicine

**Accountability Objective:**

The assistant position is accountable for working with students throughout the school system who may have physical, sensory, and/or cognitive delays, which may be impacting their academic achievements. They will work under the supervision and guidance of a registered therapist providing individual, group, and or cooperative lessons. They will work cooperatively within the school environment with regular, as well as special education staff to best enable the students to benefit from their academic experiences.

**Responsibilities:**

1. Provide therapeutic and educational treatments consistent with the recommendations of the registered staff person. Treatments may include but are not limited to, lifting, transferring, positioning, using adaptive equipment, changing when necessary, setting up positioning devices, assisting with mobility training (i.e. wheelchair, crutches, walker), as well as assisting and supporting during activity execution.
2. Work cooperatively with regular and special education staff to accommodate the needs of the students within the academic environment.
3. Travel from school to school to meet the needs of the caseload demands.
4. Schedule assigned students within the appropriate time frame of the school day and work week, that would best meet the needs of the student, as well as maximizing the time of the assistant. Review schedule with supervising therapist.
5. Work cooperatively with the supervising therapist. Provide information relevant to the student's recommended program in writing or verbally as is prearranged between supervisor and assistant. Meet regularly for supervision and case review. Assume initiative in seeking out registered staff when encountering difficulties in procedures or assigned services.
6. Assist with screening students for the end of the year, or meetings as needed.

7. Provide individual therapy, classroom groups, small groups, and or cooperative therapy according to the recommendations of the supervising therapist and educational plan.
8. Attend staff meetings and team conferences as needed.
9. Complete quarterlies of the students on the schedule and review as needed with the registered staff person.
10. Collaborate with the members of the school based Team – OT, PT, Speech, LD, Special or Regular Education Teachers, and Teacher assistants regarding students as needed.
11. Participate in continuing education opportunities whenever, possible to enhance his/her therapy skills