

A G R E E M E N T

between the

WORCESTER SCHOOL COMMITTEE

for and in behalf of the

NAGE R1-156 52 WEEK ADMINISTRATIVE
SECRETARIES

January 1, 2013 - December 31, 2015

Administrative Secretaries;

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made this 24th of June 2011 by the School Committee of the City of Worcester, hereinafter sometimes referred to as the "School Committee, and NAGE R1-156 52 Week Administrative Secretaries, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

The School Committee recognizes NAGE R1-156 52 Week Administrative Secretaries as the exclusive bargaining agent and representative in all matters of employment for all full-time school personnel engaged in administrative and clerical work in the Worcester Public Schools, including the SAGE Data Entry Clerks and the compositor, and the NAGE R1-156 52 Week Administrative Secretaries recognizes the School Committee as the governing body of the Worcester Public Schools.

The above recognition specifically excludes the secretary to the Superintendent, the secretary to the Deputy Superintendent for Education/Research, the secretary to the School Plant Manager, the secretary to the Business Manager, the secretary to the Human Resource Manager, the secretary to the Assistant to the Superintendent/Clerk of the School Committee, the Principal Clerk/Stenographer in the Human Resources Department, the Principal Clerk/Stenographer in the School Committee Office and the two (2) Head Clerk positions in the Quadrant Manager's Office. It is understood that these two positions are excluded from recognition as long as the present incumbents are in the jobs. When either of the positions becomes vacant, the vacant position will return to the bargaining unit.

ARTICLE II

GRIEVANCE PROCEDURE

- A. A grievance is hereby defined as an express violation of specific terms of this Agreement.
- B. A grievance, 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 has not been disposed of to the satisfaction of the aggrieved employee at the level of the immediate superior, or if no decision has been reached within ten (10) working days after 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 Human Resources Manager.
 - b. The Human Resource Manager, within ten (10) working days thereafter, shall meet with the aggrieved person and a representative of the Union and 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 Human Resources 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 Chairman of the Union's Grievance Committee and/or a representative of the Union and 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 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 School Committee for the decision at its next regular meeting. Said hearing will be conducted in closed session.

- d. If the employee alleging a grievance is not satisfied with the decision of the School Committee, the Union may file, at the request of the employee, an application with the American Arbitration Association. The School Committee reserves the right to insist upon a court determination of the jurisdiction of the arbitrator.
- e. A grievance that affects a group of employees, or is of a general nature, may be commenced by the Union by submitting it in writing to the Superintendent or his designee.

Failure of the employee at any level of this procedure 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

- A. Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule attached hereto which reflect the following negotiated salary increases and step and increment changes:

Effective January 1, 2013 Increase all steps on the salary schedule by 2%;

Effective January 1, 2014 Increase all steps on the salary schedule by 1%;

Effective January 1, 2014 Increase all steps on the salary schedule by 1%;

Effective January 1, 2015 Increase all steps on the salary schedule by 2%;

Effective on July 1, 2014 Establish a Step 8 which shall be 1.3% higher than the then existing Step 7; and

Effective on July 1, 2014 Establish a Thirty Year increment which shall be 2.5% higher than the then existing Twenty-Five Year increment.

It is agreed by the Parties that no employee shall be entitled to a double step increase in the year when these new steps are established.

- B. Provisional employees who are hired on a permanent basis will be placed on the Appendix A Salary Schedule based on their years of service as provisional employees.

- C. Longevity – Each employee's longevity payments shall be earned on the employee's anniversary in recognition of continuous length of service. One increment will be paid at the end of ten (10) years of Public School service; another increment will be paid at the end of fifteen (15) years of City of Worcester service; another increment will be paid at the end of twenty (20) years; another increment will be paid at the end of twenty-five (25) years; and another increment will be paid at the end of thirty (30) years for a total of five (5) Increments.
- D. The Principal Clerk/Stenographer position at the Alternative School will receive an annual \$800 Stipend.
- 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/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 IV

WORK HOURS

- A. The normal work week, except as modified below, shall be thirty-seven and a half (37 ½) hours per week, which shall be scheduled and worked during an eight hour period each day, inclusive of a one-half hour unpaid lunch.

All employees employed as of January 1, 1980 shall work six (6) hours per day on non-school days, exclusive of a one (1) hour lunch period. Non-school days shall be defined as days when students are not required to attend. Teacher professional development days are considered school days for the purpose of this article. During these non-school days/weeks, employees employed as of January 1, 1980, shall receive payment for any hours worked in excess of 27 ½ hours in such week at an hourly rate determined by dividing their annual compensation by 1820 hours. Effective December 31, 1998, the February non-school week will be a normal work week and employees will be required to work their normal thirty-seven and one-half (

37 ½) hour week and be compensated at the normal rate for working thirty-seven and one-half (37 ½) hours. In exchange for working this modified schedule during the February non-school week each employee covered by this provision will receive a single lump sum payment of \$500. A letter stating the parties' intent regarding the negotiation of the work hours for pre-1980 employees shall be attached and acknowledged by the parties.

- B. Overtime shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.
- C. On days when schools are closed or their opening is delayed as a result of inclement weather, employees are to report to work at their regular starting time unless the radio specifically announces that the CAB offices are closed or the opening is delayed. If any personnel are unable to report for work due to storm conditions, their absence will be charged to either a vacation day or a personal day at the employee's discretion. In the event the employee has neither vacation nor personal time, the day will be without pay. Employees who report to work beyond their normal starting time will be responsible for making up the lost time. In addition, if an employee leaves work early due to inclement weather, the employee will be responsible for making up the lost time. The time sheet submitted by the employee will document the lost time. The employee will be required to make up the lost time within five working days of the occurrence. The employee will be responsible for documenting the makeup time on the time sheet.

If an employee is not able to report to work due to illness, the employee is to report the absence as a sick day.

If City Hall closes as a result of inclement weather, the members of the bargaining unit will be allowed to leave work. In such cases, the employee will suffer no loss in pay and will not be required to make up any lost time.

- D. The Union agrees to cooperate in the implementation of time-keeping procedures in order to meet the requirements of Federal Law.
- E. As an alternative to paid overtime, a provision for compensatory time has been added to the Agreement effective January 1, 1991. The following criteria will be in effect regarding compensatory time:
 - 1. Any overtime worked must be at the request of an Administrator.
 - 2. Overtime worked for the purpose of compensatory time is limited to a maximum of five (5) hours in any work week.

3. Compensatory time is earned on a straight time basis and cannot exceed twenty-five (25) hours in any year (September 1 through August 31).
 4. Compensatory time used must be approved by the Administration.
 5. Compensatory time may be utilized, with the approval of the Administration and subject to School Department needs, in full day increments and may be used before and after holiday or vacation periods.
 6. Overtime worked for the purpose of compensatory time must be documented and recorded in the Human Resource Department. Compensatory time (both earned and used) must be submitted to the Human Resource Department on a weekly basis.
 7. In no case will additional secretarial coverage be provided when compensatory time is being used by the employee.
 8. It is agreed that this compensatory time provision is an alternative to paid overtime. Paid overtime is still available within budgetary restrictions.
- F. The Parties agree that the schedule at each particular site is established by the site administrator. Employees are free to request a flexible schedule, subject to the approval of the site administrator and the Human Resource Manager. In no event will such flexible schedule be approved if it would result in inadequate coverage during the normal hours of operation at the site involved.

ARTICLE V

SICK LEAVE

- A. For appointed employees hired prior to January 1, 1991:
All appointed Administrative Secretaries covered by this Agreement hired prior to January 1, 1991 shall receive fifteen (15) days of sick leave on September 1 of each year. Any such sick leave earned but unused shall accumulate up to two hundred (200) days.
- B. For provisional employees hired prior to January 1, 1991:
All provisional Administrative Secretaries covered by this Agreement hired prior to January 1, 1991 shall receive sick leave at the rate of one and one-quarter (1 ¼) days per month to a maximum of fifteen (15) days per year. Any such sick leave earned but unused shall accumulate up to two hundred (200) days.
- C. For all employees hired after January 1, 1991:

All Administrative Secretaries covered by this Agreement hired after January 1, 1991 shall receive sick leave at the rate of one and one-quarter (1 ¼) days per month to a maximum of fifteen (15) days per year. The earning of sick days on a monthly basis will continue for each year of employment. Any such sick leave earned but unused shall accumulate up to two hundred (200) days. However, employees hired after January 1, 1999 will not be allowed to utilize their earned sick time until the employee has completed the initial six months of employment with the Worcester Public Schools.

- D. All absences must be reported to both the Supervisor and the Human Resource Department's Call Desk. Any absence for reason of sickness must be documented with a physician's statement (on forms supplied by the Human Resource Department) after the sixth (6th) day.
- E. Members of the bargaining unit serving in the employ of the City of Worcester for a minimum of twenty (20) years, at least ten (10) years of which have been in the Worcester School Department, shall, upon termination of employment, receive compensation for unused sick leave at the rate of ten (10) dollars per day for day 1 through 165 and twenty-five (25) dollars per day for days 166 through 200.
- F. Effective upon ratification of the agreement for the contract term of January 1, 2009 through December 31, 2011, a severance program shall be instituted providing that employees covered by this agreement and who have 130 accumulated sick days at the time of payment of this benefit may receive payment for fifteen (15) days at per diem rate of pay. This shall be in lieu of the contractual sick leave redemption benefit provided for at Article V, Paragraph E of this Agreement. One year advance notice is required. Members of this bargaining unit may rescind their intent to retire at any time under the following special circumstances;
 - a. Death, disability or unemployment of a spouse, and/or
 - b. Disability of the employee which prohibits them from working through intended date of retirement; and/or
 - c. Unless otherwise mutually agreed upon by NAGE R1-156 and the Worcester Public Schools.
- G. A Sick Leave Bank Plan in accordance with that adopted and approved by the School Committee for the Worcester Public Schools Administrative Secretaries shall be available to all members of this bargaining unit.

A Joint Study Committee will be formed to review the provisions of the current Sick Leave Bank. The Joint Study Committee will consist of 3 members of the 52 Week Administrative Secretaries and 3 members of the Administration. The Joint Study Committee will commence its work by May 15, 1999 and any suggested modifications will be brought to the respective Bargaining Teams. It is understood that any recommendations from the Joint Study Committee are subject to ratification by the Union and the School Committee.

- H. The parties recognize that the passage of the Americans with Disabilities Act require 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 responsibilities of the Worcester Public Schools 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.
- I. No employee shall engage in any business, trade, outside employment or profession while on sick leave status, regardless if the employee is on paid or unpaid sick leave.
- J. At any time, the Superintendent or designee may request an employee, who on the basis of evidence has established a pattern of absences that appears to indicate misuse of sick leave, to verify by a physician's certificate the listing of an absence as a charge against sick leave.
- K. For each four month period that an employee does not utilize a sick day, a vacation day will be granted. This benefit shall be retained for the life of this contract but shall expire at the end of the contract term on December 31, 2008.
- L. Employees who become ill when out of the Commonwealth of Massachusetts may be required, if asked, to produce evidence of illness, i.e., doctor's note.
- M. Employees shall be entitled to utilize five sick days on an annual basis to attend to the illness of a spouse, parent or child. The use of such days shall not count against the employee for purposes of determining eligibility for the sick leave incentive.
- N. 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 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 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 VI
BEREAVEMENT LEAVE

- A. When the death of a wife, husband, father, mother, grandfather, grandmother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, child, stepchild, grandchild, relative living in the same household or someone who has acted in loco parentis occurs in the family of an employee, such employee is entitled to a leave of absence of up to five (5) consecutive days, without loss of salary. Such leave will take effect from the date of death. Saturdays, Sundays, and holidays 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.
- B. A leave of one day will be granted to attend the funeral of a cousin, niece, nephew, uncle, aunt, brother-in-law or sister-in-law. The one-day funeral leave is limited to those individuals who are blood relatives of the employee. The one-day funeral leave shall not be applicable to relatives of a spouse. In these cases, the employee shall request either a personal day or a vacation day or a day without pay.
- C. In the event an employee is on vacation and is utilizing earned vacation time and a death occurs as covered above, the employee will be entitled to change the vacation day(s) to bereavement leave consistent with the terms of this article.
- D. In the case of a funeral for a friend, necessary time may be granted by the administrator so as to allow the employee to attend the funeral service. In the case of a funeral of an employee, past or present, a delegation of a limited number of employees may attend the funeral services at the discretion of the administrator. If death occurs on a work day and the employee has worked part or all of that day, the

employee will be paid for the entire work day but not have any time deducted from his/her bereavement leave entitlement. Bereavement leave commences the following day as appropriate.

ARTICLE VII
PERSONAL LEAVE

- A. Two (2) days' personal leave without loss of pay shall be granted to all full-time employees for reasons approved by the principal or immediate superior. Said approval shall not be unreasonably withheld. The reason for the personal leave must be reduced to writing. 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.

The employee is also entitled to one (1) additional personal day without the requirement of providing a reason.

- B. The benefits of this paragraph shall not be utilized to extend a holiday or a vacation period. Abuse of the provisions of this paragraph shall be cause for disciplinary action.
- C. Personal leave shall be on a September 1 to August 31 year. Personal leave shall be provided proportionately to the amount of the year remaining at the appointment time for the employee. Appointees beginning to work in the September through November period shall have three (3) days of personal leave for the year. Those beginning to work in the December through February period shall have two (2) days of personal leave for the remainder of the year. Those beginning in the March through May period shall have one (1) day of personal leave for the remainder of the year. Appointed personnel starting work in the June, July or August period will not be entitled to personal leave days until September 1. Personal leave will be applicable only to one's regular (day) position and is not to 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 year of continuous service under the same conditions and provisions set forth in this Article.

- E. Employees in the bargaining unit are eligible to request Good Friday as a Personal Day.
- F. An employee who does not utilize any Personal Days during the work year (September 1 – August 31) will be allowed to convert the three (3) days to the employee's accumulated sick leave total.
- G. The Parties have agreed to the formation of a Study Committee comprised of an equal number of representatives of the Union and the School District Administration to study and consider the development of a so-called "Paid Time Off" or "PTO" system to replace such existing benefits as sick leave, personal leave, religious days, etc.. The Study Committee will consider any and all issues relative to the use of such a system; the transition from the current benefit days system; the number of days and hours of PTO that would be awarded; and any other issues deemed relevant by the Study Committee. The Study Committee will attempt to reach consensus and report its findings and recommendations to the Parties. It is expressly agreed that any recommendations made would not be binding on the Parties and would require ratification by all Parties prior to any changes being made or implemented.

ARTICLE VIII

HOLIDAYS

All Administrative Secretaries and Clerical personnel are granted the following holidays with full pay: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas. The day after Thanksgiving will be added to the list of holidays. However, since the Central Administration Building and other school department facilities are open on this day, secretarial coverage will be maintained at the discretion of the individual department head or principal. For those employees who are required to work on the day after Thanksgiving, those employees will be allowed to replace this holiday with an alternate day. The alternate day must be utilized by the end of the calendar year in which the holiday falls. The scheduling of this alternate day must be approved by the department head or principal. The decision of the department head/principal to have an employee work on the day after Thanksgiving shall not be

grievable. It is understood that office coverage must be maintained in order to meet the needs of the public and school department deadlines. It is understood that any coverage that needs to be maintained will be done on a rotating and fair and equitable basis.

ARTICLE IX
VACATION

A. For employees hired prior to January 1, 1980:

1. Employees covered by this Agreement hired prior to January 1, 1980 will receive vacation at the rate of twenty-eight (28) days per year.
2. The vacation year runs from September 1 to August 31.
3. Effective September 1, 1991, vacation will be granted on a pro-rated monthly basis.
4. Employees can utilize vacation as it is granted.
5. All employees covered in this Section are entitled to an additional day of vacation during Leap Year. The additional day shall be added to the employees' accrued vacation on March 1 of the Leap Year.

B. For employees hired after January 1, 1980

1. An employee will be granted vacation in the first five years of employment, at the rate of one day per month to a maximum of ten (10) days per year.
An employee who has completed a minimum of five (5) years of continuous service is eligible for three (3) weeks (15 days) of vacation.
An employee who has completed ten (10) years of continuous service is eligible for four (4) weeks (20 days) of vacation.
An employee who has completed twenty (20) years of continuous service is eligible for five (5) weeks (25 days) of vacation.
2. The vacation year runs from September 1 to August 31.
3. Effective September 1, 1991 vacation will be granted on a pro-rated monthly basis according to the number of annual vacation days due the employee.
4. Employees can utilize vacation as granted.
5. Employees covered in this section (B) are entitled to an additional day of vacation during a Leap Year. The additional day shall be added to the employees' accrued vacation on March 1 of the Leap Year.

C. Eligibility for extra 3rd or 4th week of vacation:

For those employees covered under Section B above and who are eligible for their 3rd or 4th week of vacation, the additional five (5) days will be granted on their specific anniversary date of employment. Effective with the vacation year (September 1) following their anniversary of the 3rd and 4th week of vacation, the employee will be granted vacation in accordance with the appropriate schedule.

D. Utilization of vacation – All Employees

Employees covered by this Agreement are not allowed to accrue vacation beyond their annual vacation allotment effective September 1, 1992.

For example, an employee who is eligible for fifteen (15) days of vacation on an annual basis must not have unused vacation beyond fifteen (15) days on August 31, 1992 and each successive August 31.

ARTICLE X
LEAVES OF ABSENCE

A. Maternity Leave – Upon reasonable written advance request and in accordance with applicable regulations and procedures, maternity leave without pay will be granted as follows:

Non-permanent employees – a 60 day period

Permanent employees – a 90 day period

B. Leaves of absence of up to three (3) months may be granted at the sole discretion of the School Committee in accordance with Civil Service rules and personnel policies relative to leaves of absences. 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.

C. Leaves of absence will not be granted for reasons of other employment.

D. Leaves of absence with pay shall be granted to all permanent employees as set forth below:

1. To serve as an official delegate to conventions of veterans, civic, professional or benevolent organizations subject to the express approval of the Superintendent and vote of the School Committee – up to three (3) days.

2. When absences occur for legal cause for summonsed attendance in court for the purpose of giving testimony in which the employee is not a principal party, the employee shall be paid a day's pay when decision with respect to the time and place of the court hearing is beyond the control of the employee, but in no instance will an absence with pay be permitted for legal cause when the matter relates exclusively to duties associated with a part-time position outside the employment of the Worcester Public Schools. The employee taking leave under this provision will remit to the Worcester Public Schools any witness fee received as compensation for testifying. The maximum number of days allowed under this section shall be three (3), not including personal and/or vacation days. If the employee is required to attend court as part of his/her job responsibilities, the employee will be paid regardless if he/she is the principal party.
 3. 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 necessarily conflicts with the school day. Such day shall not exceed two (2) days for any one individual in any given year.
- 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 workers' 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 workers 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 XI

GENERAL PROVISIONS

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

A. The policy on transfers shall be as follows:

1. Vacancies will be circularized only to Administrative Secretaries. Employees shall have five (5) working days (which must fall on both sides of a weekend) from the date of the announcement to apply for the position.
2. Positions filled by employees on a provisional promotion basis will be circularized on an annual basis to all Administrative Secretaries. Employees shall have five (5) working days (which days must fall on both sides of a weekend) from the date of the announcement to apply for the position.
3. Preference for awarding assignments will, to the extent not restricted by Civil Service statutes, rules or regulations, be granted to employees within the bargaining unit in the following order of priority:
 - a. employees who are permanently appointed to the rating required for the position;
 - b. employees who are permanently appointed and can demonstrate, if required, the skills for the position;
 - c. provisional employees who can demonstrate, if required, the skills for the position.
4. The President 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, he or she will not be eligible to bid on another position within the bargaining unit until he or she has served in the current position for twelve (12) months. In calculating the twelve month period, the Parties agree that such twelve

month period shall begin to run no later than thirty days after the employee accepts the successfully bid position. An employee whose position is eliminated from the Table of Organization will not be held to the twelve (12) months limitation on bidding.

B. The policy on secretarial positions shall be as follows:

1. Middle Schools and Senior High Schools: A Head Clerk-Stenographer rating may be made available to employees employed in the secondary schools. The employee must be recommended for the promotion by the immediate superior and the Human Resource Manager on the basis of performance and the duties of 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, Principal Clerk-Stenographer and SAGE Data Entry Clerk shall work a twelve-month year.
2. The Evening High School Program, summer programs and any and all other programs requiring secretarial services shall be circularized on a yearly basis to all appointed personnel. The employees for any and all of these positions will be chosen on the basis of seniority and qualifications in the Worcester Public Schools. First preference shall be given to all appointed personnel and second preference shall be given to all Civil Service approved provisional personnel.

An appropriate list of eligible applicants shall be established 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 employee will be eligible for more than one additional paid assignment unless there are still vacancies after all interested applicants have been assigned.

The President of the Union shall be notified in writing of those employees selected and the alternate list by seniority.

- C. Principal Clerk-Typist/Stenographer rating: Subject to approval by state Civil Service authorities, the Principal Clerk-Typist/Stenographer rating may be made available without increase in pay to all appointed Administrative Secretaries who have met the

Civil Service Requirements of at least one (1) year's service in the rating of Senior Clerk-Typist/Stenographer and have been certified for such rating by Civil Service as a result of a promotional exam.

- D. Permanent Civil Service employees shall have preference over provisional employees in the filling of vacant full-time Administrative Secretarial and Clerical positions, regardless of seniority, provided they make timely application and are qualified by successfully passing a demonstration of a skills test if they have not already achieved the Civil Service rating, including demonstration of a skills test, for the position. All vacancies shall be posted for permanent secretarial to bid; however, if no permanent person is interested, the provisional who is interested, qualified and most senior shall be given consideration over less senior provisionals and outside hiring.
- E. Effective July 1, 1989, employees who receive a promotion will be placed on the new salary scale at the closest higher step plus two (2) steps.
- F. In cases where an employee covered by this Agreement is not able to assume his or her normal responsibilities due to an extended illness or leave of absence, the Administrator may select another employee in the Department to assume these responsibilities. If the person selected to carry out these responsibilities is in a lower title than the person he or she is filling in for, he or she will be entitled to a temporary upgrading. The upgrading will take effect after the employee has been absent from work for ten (10) consecutive work days. The person receiving the temporary upgrade will be placed on the appropriate salary schedule at the nearest salary step to his or her own plus two increments.
- G. When the inside temperature of the Central Administration Building or individual offices reach 90 degrees, employees will either be sent home or transferred to an air conditioned office.
- H. As a result of negotiations leading to the 2006-2008 contract, the Parties agreed to form a study committee, comprised of an equal number of union and employer representatives. Such committee shall be charged with developing methods for addressing periods of unexpectedly extreme temperatures in the Central Administration Building or in other areas where unit members are regularly employed. To the extent that the committee arrives at any recommendations, such recommendations shall be subject to ratification by the union and the School Committee.

- I. Effective January 1, 1994, all new hires for positions currently rated Senior Clerk/Typist will be hired at the Word Processor title. This title will appear on the salary schedule with the present entry level titles (Senior Clerk/Typist, Account Clerk, Mail Clerk). In addition, the position of SAGE Data Entry Clerk will appear on this same salary schedule.
- J. A new category will be added to the salary structure: Senior Input/Output Control Clerk. This position will be placed in the salary group with the "Principal Clerk Typist". The present title of Input/Output Control Clerk will remain in its present capacity. The new position will be available only to those Input/Output Control Clerks assigned to the secondary schools. In order to be upgraded to the Senior position, the Input/Output Control Clerk must successfully complete a skills test to verify the employee has the required technical skills. A committee consisting of four Input/Output Control Clerks (2 each from Middle School and High School) and four designees of the Superintendent will meet to jointly design the skills test. The Input/Output Control Clerks not assigned to the secondary schools, who pass the skills test, will not be eligible for the upgrade unless they are successful in bidding into one of the secondary school Input/Output Control Clerk positions at a later date.
- K. Effective January 1, 2006, for the purposes of this Contract, and without affecting the civil service status and civil service rights relating to the position, it is agreed that the title of "Input/Output Clerk" shall be changed to "SAGE Data Entry Clerk" and the title of "Senior Input/Output Clerk" shall be changed to "Senior SAGE Data Entry Clerk".
- L. As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the work day of the employee, including all breaks and the lunch period. Failure to comply with this provision will subject the employee to disciplinary action up to and including termination of employment.
- M. It is understood and agreed that the services performed by employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Association agrees that it will not authorize, instigate and condone or engage in any strike, work stoppage or withholding of services at any time during the term of this agreement, nor shall any employee refuse to cross any picket line in the performance of his/her duties or in traveling to or from the job site. In the event of a violation of this section, the Association agrees to take positive affirmative steps with the employee(s) concerned and to hold employee meetings to bring about an immediate resumption of normal work.

N. The Union will be provided with a Bulletin Board in the Central Administration Building and the Fanning Building for the purpose of posting School Department and Union related notices. The location of the Bulletin Board will be determined by the Administration.

ARTICLE XII

UNION PRIVILEGES

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

ARTICLE XIII

AGENCY FEE

An agency service fee shall be imposed as a condition of employment upon 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 XIV

EDUCATIONAL INCENTIVE

Employees covered by the Agreement may receive a three hundred dollar (\$300) increase in their annual salary on the successful completion of nine (9) credit hours of post-high school courses. Said courses must be related to work performed by the secretary and must be approved in advance by the Superintendent or his designee. Courses taken after January 1, 1982 may be credited for purposes of this benefit if approved by the Superintendent or his designee.

Effective January 1, 1991 the Educational Incentive will be increased by the same percent increase that is granted, if any, in the salary schedule.

A Joint Study Committee will be formed to review the Microsoft Office Specialist Certificate program as being eligible for the annual Educational Incentive. It is the aim of the Joint Study committee to complete its work by August, 1999 with implementation on or about September 1, 1999. The findings of the Joint Study Committee will be presented to the respective Bargaining Teams. It is understood that any recommendations from the Joint Study Committee will be subject to ratification by the Union and the School Committee. The Joint Study Committee will consist of three Union members and three individuals from the Administration. The current educational incentive will increase by \$25 in each year of the contract. The initial increase will be retroactive to January 1, 1999.

ARTICLE XV

MANAGEMENT RIGHTS

The Union recognizes the power and authority of the School Committee to maintain and operate the public schools. Accordingly, except as modified by the provisions of this Agreement, the Committee retains 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.

The exercise of the rights contained herein shall not be a matter subject to grievance or arbitration under Article II.

ARTICLE XVI

SENIORITY

All permanent employees covered by this Agreement shall have their seniority date computed from the first date of their permanent, full time employment.

All provisional employees shall have an **unofficial** seniority date which shall be used in the event of layoff or demotion, whenever possible. This unofficial seniority date shall commence with the first date of provisional School Department employment. Provisional employees do not have recall rights with respect to layoff.

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

ARTICLE XVII
EVALUATION

The parties mutually recognize and 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 School Committee agrees that any anticipated changes in the program will be referred to a study committee.

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 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 March 15, 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 contract year. To the extent that agreement is not reached by March 15, 2014, the joint committee will continue its work until agreement is reached, with implementation occurring as soon as practicable thereafter.

Thereafter, the School Committee will notify the Union of anticipated changes and, if required to do so, will bargain prior to the implementation of such change(s).

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 School Committee shall impact bargain those changes with the Union.

- B. The parties agree to make available to the Administrative Secretaries the provisions of Section 125 regarding payment of Health Insurance premiums with pre-tax dollars.
- C. Pursuant to the provisions of Chapter 32B, 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.
- D. Health Insurance Design and Contribution

1A. Historic Changes to Health Insurance:

1. Effective July 1, 2006:

- a. Plan design changes as follows: \$10.00 office visit co-pay for all plans; \$10/\$20/\$35 Rx co-pay for all plans; and \$50 ER visit co-pay for Fallon (Blue Choice already \$50).
- b. For employees hired before July 1, 2006, the City's contribution towards all health plans other than Master Medical shall be set at 80%; the subscriber shall pay the remainder.
- c. The City's contribution rate for Master Medical shall be set at 60%; the subscriber shall pay the remainder.
- d. 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.

1B. Further Historic Changes to Health Insurance: The parties agreed to make certain health insurance design changes and contribution changes as follows:

- 1. Effective July 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 care insurance plans provided by the City, with the exception of the Master Medical Plan.
- 2. The Parties agree that the following co-pay and design changes to all health insurance plans provided by the City will be implemented effective as soon as practicable after ratification of the Memorandum of Agreement for the period of January 1, 2009 through December 31, 2011 by all Parties:
 - 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 the age of 12.
 - The annual maximum co-pay will be capped at \$1,000.00 for an individual and \$2,000.00 for a family in connection with Same day surgery and inpatient hospitalization co-pays.
3. 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 (Appendix C) The City shall no longer offer the current health insurance plans following implementation of the above-referenced plans.
 4. 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 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 January 1, 2006 through December 31, 2008; and the applicable terms of the Memoranda of Agreement for the periods of January 1, 2009 through December 31, 2011; and January 1, 2012 through December 31, 2012; and the Collective Bargaining Agreement for the periods of January 1, 2009 through December 31, 2011 and January 1, 2012 through December 31, 2012, which applicable contract terms and applicable terms of the Memoranda of Agreement are incorporated by reference for the purposes of enforcing this Paragraph.

2. NAGE or NAGE R1-156 will not initiate, pursue or finance any challenge to the health insurance changes negotiated in this contract. The local will notify NAGE that the local does not want NAGE to initiate, pursue or finance such a challenge on behalf of the local. This language shall not preclude a representative of NAGE from complying with a lawfully issued subpoena so long as the representative did not initiate or bring about the issuance of the subpoena.

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 work day, they will be paid according to the established overtime provisions of this contract.

ARTICLE XX

NEW HIRES

The Committee reserves the right to hire new employees above Step 1. However, if a new employee is hired above Step 1, the Administration will provide an explanation of the hiring rate to the Union upon request.

ARTICLE XXI

USE OF ALCOHOL/ILLEGAL DRUGS PROHIBITED

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 the conduct causes or results in property damage or bodily injury to the employee, a co-worker, a student or other staff or persons on school property. The administration recognizes the right of the employee to utilize the provisions of the Grievance Procedure and the Management Rights articles in challenging any decision of the Administration relative to disciplinary action and/or termination of employment. 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 probable cause that an employee is under the influence of illegal drugs or alcohol during work hours, or has consumed same during work hours. The test for illegal drugs shall consist of a urinalysis, and the test for alcohol shall be a breathalyzer. In both instances, 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. If the second test confirms the positive result, then the cost of the test shall be borne by the employee. If the second test is negative, then the cost of the test shall be borne by the employer. Only in the event that the findings of the two 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 .08% blood alcohol level.

The employer agrees that any supervisory employee who shall be responsible for making the determination that probable cause exists to initiate such a test shall have received training in this area. Moreover, the employer agrees to provide training for three representatives of the Union. At the time of any meeting at which the Employer articulates its probable cause to an Employee and requests a drug test, the Employee shall be entitled to have a Union Representative present and the Committee agrees to give the Union notice so that the Union Representative can accompany the Employer at such meeting. However, the Parties agree that time is of the essence in these matters and no undue delay in acquiring union representation shall be tolerated. The Employee may also be accompanied by the Union Representative at the time of the test, so long as such representation does not compromise the validity of the test. It is expressly understood that no testing under this section shall be initiated until sixty (60) days after the ratification of this Agreement by the Parties.

The employer agrees to provide the Union, on an annual basis, information regarding the number of Union members tested; the substance(s) tested for; and the results of the tests. In no event will the identity of the individuals tested be provided, nor will any information tending to identify those tested be included in the annual report.

ARTICLE XXII
TESTING INPUT

The Union shall be afforded an opportunity, on an annual basis, to give input regarding the content of training and testing programs involving Union members.

ARTICLE XXIII
PARKING BENEFITS

Effective on July 1, 2011, Administrative Secretaries assigned to the Durkin Administration Building (hereinafter, "DAB") shall be provided with free parking through the provision of parking spaces at a private parking lot in close proximity to DAB for so long as the Committee has the option to continue to rent such parking spaces. The practice of reimbursing employees for parking expenses shall cease on June 30, 2011.

ARTICLE XXIV
DURATION

This Agreement shall become effective January 1, 2013 and remain in full force and effect through December 31, 2015.

This Agreement between the Worcester School Committee and NAGE R1-156 52 Week Administrative Secretaries, is accepted by the following representatives:

FOR THE WORCESTER SCHOOL COMMITTEE FOR THE ASSOCIATION

For the Union:

Ann Marie Delchert, President

Anna O. Halson, Treasurer

For the School Committee:

[Signature]
Hilda Lammy
[Signature]
Dee O'Connell-Beck
John Monfaro
Priscilla O'Connell
[Signature]

Dated: 1/21/2014

Dated: 1/23/14

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE CLERICAL PERSONNEL

**WORD PROCESSOR - ACCOUNT CLERK - SAGE
DATA ENTRY CLERK**

STEP

1
2
3
4
5
6
7
8
10 Year
15 Year
20 Year
25 Year
30 Year

2.0%
01-Jan-13

BASE	9 CREDITS
17.05	17.36
17.62	17.94
18.11	18.48
18.65	19.01
19.22	19.58
19.73	20.09
20.48	20.82
21.01	21.35
21.55	21.89
22.08	22.42
22.72	23.08

1.0%
01-Jan-14

BASE	9 CREDITS
17.22	17.54
17.80	18.12
18.29	18.66
18.84	19.20
19.41	19.78
19.92	20.29
20.68	21.03
21.22	21.56
21.76	22.11
22.30	22.64
22.95	23.31

1.0%
01-Jul-14

BASE	9 CREDITS
17.39	17.71
17.98	18.30
18.48	18.85
19.03	19.39
19.60	19.97
20.12	20.49
20.89	21.24
21.16	21.51
21.43	21.78
21.98	22.33
22.52	22.87
23.18	23.54
23.76	24.13

2.0%
01-Jan-15

BASE	9 CREDITS
17.74	18.07
18.34	18.66
18.85	19.23
19.41	19.78
19.99	20.37
20.52	20.90
21.30	21.66
21.58	21.94
21.86	22.21
22.42	22.78
22.97	23.33
23.64	24.01
24.24	24.61

SENIOR ACCOUNT CLERK

STEP

1
2
3
4
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6
7
8
10 Year
15 Year
20 Year
25 Year
30 Year

01-Jan-13

BASE	9 CREDITS
17.87	18.23
18.42	18.76
18.96	19.30
19.46	19.85
20.03	20.36
20.57	20.90
21.31	21.64
21.83	22.19
22.36	22.71
22.87	23.22
23.54	23.90

01-Jan-14

BASE	9 CREDITS
18.05	18.41
18.60	18.95
19.15	19.49
19.65	20.05
20.23	20.56
20.77	21.11
21.52	21.86
22.05	22.41
22.58	22.94
23.10	23.45
23.77	24.14

01-Jul-14

BASE	9 CREDITS
18.23	18.59
18.79	19.14
19.34	19.69
19.85	20.25
20.43	20.77
20.98	21.32
21.74	22.08
22.02	22.36
22.27	22.64
22.81	23.17
23.33	23.69
24.01	24.38
24.61	24.99

01-Jan-15

BASE	9 CREDITS
18.60	18.97
19.16	19.52
19.72	20.08
20.24	20.65
20.84	21.19
21.40	21.75
22.17	22.52
22.46	22.81
22.71	23.09
23.26	23.63
23.79	24.16
24.49	24.87
25.10	25.49

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE CLERICAL PERSONNEL

	2.0% 01-Jan-13		1.0% 01-Jan-14		1.0% 01-Jul-14		2.0% 01-Jan-15	
PRINCIPAL CLERK TYPIST & SENIOR SAGE DATA ENTRY CLERK	01-Jan-13		01-Jan-14		01-Jul-14		01-Jan-15	
STEP	BASE	9 CREDITS	BASE	9 CREDITS	BASE	9 CREDITS	BASE	9 CREDITS
1	19.22	19.58	19.41	19.78	19.60	19.97	19.99	20.37
2	19.73	20.11	19.92	20.31	20.12	20.52	20.52	20.93
3	20.27	20.64	20.47	20.85	20.67	21.06	21.09	21.48
4	20.80	21.17	21.01	21.38	21.22	21.60	21.64	22.03
5	21.48	21.85	21.70	22.07	21.92	22.29	22.35	22.73
6	22.16	22.50	22.38	22.73	22.61	22.96	23.06	23.42
7	23.06	23.35	23.29	23.58	23.52	23.82	23.99	24.29
8					23.82	24.13	24.30	24.61
10 Year	23.68	24.04	23.92	24.28	24.16	24.53	24.64	25.02
15 Year	24.37	24.73	24.61	24.98	24.86	25.23	25.35	25.73
20 Year	25.03	25.39	25.28	25.64	25.54	25.90	26.05	26.41
25 Year	25.77	26.13	26.03	26.39	26.29	26.66	26.81	27.19
30 Year					26.94	27.32	27.48	27.87

PRINCIPAL CLERK STENOGRAPHER - PRINCIPAL ACCOUNT CLERK

	01-Jan-13		01-Jan-14		01-Jul-14		01-Jan-15	
STEP	BASE	9 CREDITS	BASE	9 CREDITS	BASE	9 CREDITS	BASE	9 CREDITS
1	20.61	20.96	20.82	21.17	21.02	21.39	21.45	21.81
2	21.12	21.48	21.33	21.70	21.54	21.92	21.98	22.35
3	21.66	22.01	21.88	22.24	22.10	22.46	22.54	22.91
4	22.20	22.54	22.42	22.76	22.65	22.99	23.10	23.45
5	22.89	23.24	23.12	23.47	23.35	23.71	23.82	24.18
6	23.50	23.89	23.74	24.13	23.98	24.37	24.45	24.86
7	24.40	24.76	24.64	25.01	24.89	25.26	25.39	25.76
8					25.21	25.59	25.72	26.10
10 Year	25.08	25.43	25.33	25.68	25.59	25.94	26.10	26.46
15 Year	25.78	26.12	26.04	26.39	26.30	26.65	26.83	27.18
20 Year	26.41	26.77	26.67	27.04	26.94	27.31	27.47	27.85
25 Year	27.18	27.56	27.45	27.83	27.73	28.11	28.28	28.67
30 Year					28.42	28.81	28.99	29.39

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE CLERICAL PERSONNEL

PRINCIPAL CLERK/STENOGRAPHER: CONFIDENTIAL

STEP

1
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10 Year
15 Year
20 Year
25 Year
30 Year

2.0%	
01-Jan-13	

01-Jan-13	
CONF9 CRDTS + CONF	
22.20	22.54
22.89	23.24
23.50	23.89
24.19	24.55
24.89	25.23
25.58	25.92
26.41	26.77
27.07	27.46
27.76	28.07
28.41	28.80
29.25	29.65

1.0%	
01-Jan-14	

01-Jan-14	
CONF9 CRDTS + CONF	
22.42	22.76
23.12	23.47
23.74	24.13
24.43	24.80
25.14	25.48
25.84	26.18
26.67	27.04
27.34	27.73
28.04	28.35
28.70	29.09
29.54	29.94

1.0%	
01-Jul-14	

01-Jul-14	
CONF9 CRDTS + CONF	
22.65	22.99
23.35	23.71
23.98	24.37
24.68	25.05
25.39	25.74
26.10	26.44
26.94	27.31
27.29	27.66
27.62	28.01
28.32	28.63
28.98	29.38
29.84	30.24
30.58	31.00

2.0%	
01-Jan-15	

01-Jan-15	
CONF9 CRDTS + CONF	
23.10	23.45
23.82	24.18
24.45	24.86
25.17	25.55
25.89	26.25
26.62	26.97
27.47	27.85
27.83	28.22
28.17	28.57
28.88	29.21
29.56	29.96
30.44	30.85
31.20	31.62

Confidential NAGE R1-156 union represented positions that will remain in Bargaining Unit.

HEAD CLERK

STEP

1
2
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7
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10 Year
15 Year
20 Year
25 Year
30 Year

2.0%	
01-Jan-13	
BASE	9 CREDITS
21.47	21.85
22.04	22.41
22.70	23.04
23.37	23.73
24.05	24.41
24.73	25.05
25.59	25.93
26.27	26.60
26.94	27.29
27.59	27.95
28.40	28.77

1.0%	
01-Jan-14	
BASE	9 CREDITS
21.69	22.07
22.26	22.63
22.93	23.28
23.60	23.97
24.29	24.65
24.98	25.30
25.85	26.19
26.53	26.87
27.21	27.56
27.87	28.22
28.69	29.06

1.0%	
01-Jul-14	
BASE	9 CREDITS
21.91	22.29
22.48	22.86
23.16	23.51
23.84	24.21
24.54	24.90
25.23	25.56
26.11	26.45
26.45	26.79
26.80	27.14
27.48	27.84
28.15	28.51
28.97	29.35
29.70	30.08

2.0%	
01-Jan-15	
BASE	9 CREDITS
22.34	22.73
22.93	23.32
23.62	23.98
24.31	24.69
25.03	25.40
25.73	26.07
26.63	26.98
26.98	27.33
27.33	27.68
28.03	28.39
28.71	29.08
29.55	29.93
30.29	30.68

WORCESTER PUBLIC SCHOOLS

ADMINISTRATIVE CLERICAL PERSONNEL

HEAD CLERK: CONFIDENTIAL
SECRETARIES to SUPERINTENDENTS and
MANAGERS

STEP

1
2
3
4
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6
7
8
10 Year
15 Year
20 Year
25 Year
30 Year

2.0% 01-Jan-13		1.0% 01-Jan-14		1.0% 01-Jul-14		2.0% 01-Jan-15	
01-Jan-13 CONF9 CRDTS + CONF		01-Jan-14 CONF9 CRDTS + CONF		01-Jul-14 CONF9 CRDTS + CONF		01-Jan-15 CONF9 CRDTS + CONF	
23.37	23.73	23.60	23.97	23.84	24.21	24.31	24.69
24.05	24.41	24.29	24.65	24.54	24.90	25.03	25.40
24.73	25.05	24.98	25.30	25.23	25.56	25.73	26.07
25.39	25.73	25.64	25.99	25.90	26.25	26.41	26.77
26.07	26.39	26.33	26.66	26.60	26.93	27.13	27.46
26.73	27.08	27.00	27.35	27.27	27.63	27.81	28.18
27.59	27.95	27.87	28.22	28.15	28.51	28.71	29.08
				28.51	28.88	29.08	29.45
28.29	28.62	28.57	28.91	28.86	29.20	29.43	29.78
28.93	29.28	29.22	29.57	29.52	29.87	30.11	30.46
29.60	29.97	29.90	30.27	30.19	30.58	30.80	31.19
30.47	30.86	30.78	31.17	31.08	31.48	31.71	32.11
				31.86	32.27	32.50	32.91

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	\$763.84 ind; \$1,975.05 Fam
Employee Monthly Contribution	\$119.96 ind; \$304.61 Fam	\$149.85 ind; \$372.04 Fam		\$106.17 ind; \$481.31 Fam	\$190.96 ind; \$493.76 Fam
Employee Weekly Contribution	\$27.88 ind; \$76.34 Fam	\$34.98 ind; \$85.88 Fam		\$42.98 ind; \$111.07 Fam	\$44.07 ind; \$113.95 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).

(** Load 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 A
City of Worcester Health Insurance Plan Choices – Effective July 1, 2013

APPENDIX B

SIDE LETTER AGREEMENT

VOCATIONAL SCHOOL MERGER

On July 1, 1998 the Worcester Vocational School System merged with the Worcester Public Schools.

It is agreed that the NAGE R1-156 52 Week Administrative Secretaries will represent the covered employees who are presently located at the Vocational School Business Office, Vocational High School, Worcester Technical Institute.

Upon ratification of this Agreement the Vocational School employees will be paid under the salary schedule as contained in Appendix A of the 52 Week Administrative Secretaries contract. In determining the job title/salary schedule/step for each employee, it is agreed that each employee will be transferred to the appropriate 52 Week Administrative Secretaries salary schedule/step that most closely reflects the employees current weekly pay at the Vocational School, provided the employee does not earn any less wages (based on weekly gross pay). The work schedule of the Vocational School employees will change, upon ratification of this Agreement, to be consistent with the 52 Week Administrative Secretaries. The specific schedule will be eight (8) hours, exclusive of an unpaid lunch break of one (1) hour. The net work week will be thirty-five (35) hours. Vocational School employees cannot shorten the lunch break for the purpose of shortening the work day. Specific hours of work will be determined by the specific location of the employees, consistent with meeting the needs of the department/school.

The Vocational School employees working in the Business Office will be transferred to positions in the Worcester Public School Business Office or other WPS Departments, consistent with the individual's specific title, skills and abilities. Vocational School employees working in the High School will remain at the High School. Vocational School employees working at Worcester Technical Institute will be transferred to an appropriate position at either the High School or a Worcester Public School department. It is understood that the transfer of the employees at the Worcester Technical Institute will take place on a staggered basis once Worcester Technical Institute closes. It is understood that a WTI employee(s) may be needed to remain at the site after the school closes in order to assist in the orderly transfer of property and records that are stored at the school.

It is agreed that the current Vocational School employees who are employed under the title of Administrative Assistant will retain the title of Administrative Assistant for Civil Service purposes. The Administrative Assistants will be placed on the Head Clerk salary schedule. For the purpose of bidding and bumping, the Administrative Assistant will be on the same level as a Head Clerk. The title of Administrative Assistant will receive no greater or lesser consideration in the filling of vacancies.

The Vocational School employees will retain their original Civil Service Appointment date. This date will apply to all articles of the contract with the exception of Article IV, Section A, as it relates to employees employed prior to January 1, 1980; and Article IX, Section A.

The Vocational School employees will receive longevity steps as contained in Appendix A. The calculation of the longevity step will treat the time worked in the Vocational School as time worked in the Worcester Public Schools.

The Vocational School employees will receive salary increment steps consistent with each employee's anniversary step date at the Vocational School.

The Vocational School employees will receive their annual vacation allotment on June 1, 1999. Effective September 1, 1999 the Vocational School employees will receive vacation benefits as outlined in Article IX, Vacation, Sections B, C and D.

The Vocational School employees will bring forward to the 52 Week Administrative Secretaries unit the sick leave that was accrued in the Vocational School. The Vocational School employees will continue to earn sick leave consistent with current Vocational School policy through August, 1999. Effective September 1, 1999 the Vocational School employees will earn sick leave based on the terms of Article V, Sick Leave. Employees of the Vocational School shall be eligible for membership in the Sick Leave Bank, consistent with the provisions of the Sick Leave Bank. Relative to the Sick Leave Bank, an employee will apply time served in the Vocational School for the purpose of any required waiting time. In the calculation of benefits from the Sick Leave Bank, benefits will be determined consistent with the manner in which benefits are determined for Worcester Public School employees who may not have joined the Sick Leave Bank when first eligible.

Vocational School employees will be entitled to bid on posted positions within the 52 Week Administrative Secretaries unit, consistent with the terms contained in Article XI, General Provisions. In determining the seniority of the Vocational School employee, the appointment date to the Vocational School will be utilized.

The Vocational School employees who are not appointed to the position they are holding will be transferred to the 52 Week Administrative Secretaries salary schedule/title on a provisional basis. It is the responsibility of the Vocational School employee to secure the appropriate Civil Service appointment through the required examination process.

Vocational School employees who have completed nine (9) credit hours of post-high school courses, as outlined in Article XIV, Educational Incentive, shall be entitled to the annual stipend, upon submitting the required documentation to the Human Resource Manager.