

# WORCESTER PUBLIC SCHOOLS



HELEN A. FRIEL, Ed.D.  
ASSISTANT TO THE SUPERINTENDENT/  
CLERK OF THE SCHOOL COMMITTEE

DR. JOHN E. DURKIN ADMINISTRATION BUILDING  
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October 6, 2016

Mr. Robert Stearns  
City Auditor  
City Hall, Main Street  
Worcester, MA 01608

Dear Mr. Stearns:

At the School Committee Meeting that was held on Friday, September 30, 2016, the following motion was made:

Pursuant to action taken in Executive Session, it was moved to ratify the Memorandum of Agreement between the Worcester School Committee and the Educational Association of Worcester on behalf of the Bus Drivers (Aides to the Physically Handicapped) and Bus Monitors, effective January 1, 2016 through June 30, 2017.

On a roll call of 8-0 (yeas-Miss Biancheria, Ms. Colorio, Mr. Foley, Miss McCullough, Mr. Monfredo, Mr. O'Connell, Mayor Petty and City Manager Augustus), the motion was approved.

Attached please find the fully executed contract between the he Worcester School Committee and the Educational Association of Worcester on behalf of the Bus Drivers (Aides to the Physically Handicapped) and Bus Monitors.

If you have any questions, please feel free to contact this office.

Sincerely,

Helen A. Friel, Ed.D.  
Assistant to the Superintendent/  
Clerk of the School Committee

HAF/tlg  
Enc.

cc: Superintendent Binienda  
Mr. Allen  
Ms. Boulais  
✓ Mr. Brophy

## **MEMORANDUM OF AGREEMENT**

The Worcester School Committee and the Educational Association of Worcester on behalf of the Bus Drivers (Aides to the Physically Handicapped) and Bus Monitors agree to the following specific modifications to the Collective Bargaining Agreement between the Parties. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement covering the periods from January 1, 2013 through December 31, 2015 shall remain in effect with the following amendments:

1. **ARTICLE VI HOLIDAYS.** Effective on July 1, 2016, add the following holidays to the list of holidays under paragraph A(2), thereby increasing the possible number of holidays available to school year monitors (i.e., those not working the summer program) from six (6) to nine (9):
  - a. Day Before Thanksgiving (if school is not in session);
  - b. Day After Thanksgiving (if school is not in session); and
  - c. New Year's Day.
2. **ARTICLE IX GENERAL.** Add a new section providing that employees may utilize one-half (1/2) sick and/or personal days in conjunction with other time worked on the same day that the fractional sick or personal day was used. To the extent consistent with applicable law and when overtime is not required by applicable law, the additional time worked on a day when such fractional sick or personal day was used shall be paid at the employee's regular hourly rate.
3. **HEALTH INSURANCE.**

The Union agrees the City can make the following changes in the City's Health Insurance without any further bargaining by the City or the School Dept., with the Union, as follows:

- (a) Health insurance deductibles for all plans to be increased from \$250/\$750 to \$500/\$1,000 effective July 1, 2016.
- (b) Effective October 1, 2016, prescription drug co-pays and coverage changes for all plans as follows:
  - (i) To increase the 2<sup>nd</sup> tier of prescription co-pays from \$25 to \$30;
  - (ii) To increase the 3<sup>rd</sup> tier of prescription co-pays from \$45 to \$60;

- (iii) To require mandatory mail order refills on all maintenance prescriptions.
- (c) Effective October 1, 2016, increase the co-pays for PCP office visits for all tiers by \$5.00.
- (d) Effective October 1, 2016, increase the co-pays for specialist office visits up to a maximum not to exceed \$50.00.
- (e) Effective October 1, 2016, increase the ER copay to \$150.00 per visit.
- (f) Effective October 1, 2016, increase the Inpatient Hospital Copay to a maximum not to exceed \$1,000.00 for each plan.
- (g) Effective October 1, 2016, increase the Outpatient Hospital Copay to a maximum of \$750.00 for each plan.

The Union further agrees that the City Health Insurance Authority shall be authorized to take such other action as may be necessary to carry out the above changes.

See attached Health Plans Benefit Summary for information purposes.

#### **4. ARTICLE XVI HEALTH INSURANCE.**

- a. Replace obsolete language and references with the following language: "The City shall make available group health insurance to all bargaining unit employees, as procured pursuant to G.L. c. 32B, and subject to applicable statutory provisions governing the procedure for determining plan options and plan design. The City shall contribute 75% of the premium or cost of all plans offered and the subscriber shall pay the remaining 25%, except in the case of employees who participate in an indemnity plan, in which case the City will contribute 60% of the premium and the employee will contribute 40%.

Within its open enrollment periods, the City agrees to offer all employees of the bargaining unit the opportunity to participate in the City's so-called Cafeteria Plan under the provisions of the Internal Revenue Code Section 125."

- b. Remove references to specific health insurance carriers and specific plan designs.
  - c. Update Paragraph C to incorporate changes and consideration identified herein.
5. **ARTICLE XX DURATION.** The Parties have agreed to an eighteen (18) month collective bargaining agreement for the period from January 1, 2016 through June 30, 2017.
6. **WAGES.** In consideration of the health insurance changes identified herein, the following increases to all steps on the salary scales for the Aides to the Physically Handicapped (Drivers) and the Bus Monitors shall be made on the following dates:
- A. Effective retroactive to July 1, 2016: One (1%) Percent Increase ; and
  - B. Effective on January 1, 2017: One (1%) Percent Increase.
7. **Health Insurance Mitigation Payment.** In partial consideration of the health insurance design changes described herein at Paragraph 3, all employees covered by this collective bargaining agreement will receive a one-time payment of two hundred fifty (\$250.00) dollars, subject to applicable taxes and withholdings. In that this is a one-time payment, it shall not be added to the salary scale. This payment shall be made as soon as practicable after the ratification of this Memorandum of Agreement by all Parties and in conjunction with the normal payroll cycle.
8. **ARTICLE IX GENERAL.** Add the following Second Paragraph to Section I: "The Parties have agreed to a pilot program to be effective for the 2017/2018 school year under which drivers, on the basis of seniority, will pick their monitors. Each monitor will have the right to refuse one selection by a driver and if such refusal is exercised, the monitor shall be assigned to the next route for which he or she is selected. This language shall expire on its own terms on June 30, 2018 and shall only be extended by mutual agreement of the Parties. This language shall apply to the selection of routes for the 2017/2018 school year and shall not affect the route selections for the 2016/2017 school year which have already been made as of the date of the inclusion of this language into the collective bargaining agreement."
9. **Housekeeping Changes.** The Parties have agreed to make the following changes which are in the nature of housekeeping changes to the collective bargaining agreement:
- A. **ARTICLE III GRIEVANCE PROCEDURE.** Section B.2.f. (P. 2)  
Add italics: "...his/her designee..."
  - B. **ARTICLE IV SICK LEAVE.** Section A.1 (P. 2)  
Change September 1 to July 1 due to adjustment in WPS time-off benefit year.  
"These 15 sick days will be granted at the start of the fiscal year (July 1)."

It is understood by the Parties that Monitors are not able to access sick days until the start of the school year.

**C. ARTICLE V VACATION. Section A (P. 4)**

Change "September 1" through August 31" to July 1" through June 30th

Change to reflect new WPS time-off benefit year

**10. Integrated Contract Document.** The Parties agree that in the event of a ratification of this Memorandum of Agreement by all Parties, the Parties will cooperate in the preparation of a fully integrated collective bargaining agreement reflecting the changes contained in this Memorandum of Agreement.

**11. This Agreement is subject to ratification by the Union and ratification and funding by the School Committee.**

For the Union:

*Roger J. Murphy*  
*Marcus J. Kelly*  
*R. P. Dwyer*  
*Dimitha Romm*  
*Gustavo Sicaud-Matthews*  
*Donna Brooks*  
*Tina M. Mansfield*

Dated: *September 28, 2016*

For the School Committee:

*Alvin L. Bracheria*  
*Molly O'Malley*  
*John J. [unclear]*  
*John J. [unclear]*  
*Brian A. O'Connell*  
*John Monfredo*  
*Kama Chavis*

Dated:

*Edward Z. [unclear]*