

# **AGREEMENT**

Between the

**WORCESTER SCHOOL COMMITTEE**

and the

**NAGE R1-16 CAFETERIA WORKERS**

August 26, 2013 - August 25, 2016

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This Agreement is made and entered into this 4<sup>th</sup> day of December 2014 , in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts by and between the Worcester School Committee (hereinafter called the Committee) and NAGE R1-16 Cafeteria Workers (hereinafter referred to as the employee).

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

In accordance with the Certification of the Massachusetts Labor Relations Commission, the committee recognizes NAGE R1-16 Cafeteria Workers, as the sole bargaining agent and representative for all managers, cooks, bakers, general cafeteria workers and motor equipment operators of the Worcester School Committee, exclusive of the Director, Assistant Directors ,Supervisors, Lead/Chef Trainer and those employees in their first six (6) months of employment. An employee who has worked six (6) months on a regular basis, regardless of the school(s) to which the employee may have been assigned during that period, shall be entitled to coverage under the terms of this agreement and to all benefits created by this Agreement, provided that the employee used no more than five (5) sick days during that period.

## **ARTICLE II** **HOLIDAY PAY**

All permanent full-time cafeteria employees and permanent-intermittent cafeteria employees hired prior to November 1, 1993, shall be paid for the following holidays when they occur within a work week unless otherwise noted:

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
The day after Thanksgiving (a)

Christmas Day (b)  
New Year's Day (b)  
Martin Luther King Day  
President's Day (c)  
Patriots' Day (c)  
Memorial Day  
Independence Day (d)

- (a) Employees must have worked the complete regularly scheduled work week of Thanksgiving to be paid for this holiday. Time worked shall be defined as a day for which the employee receives pay.
- (b) Employees shall receive one (1) day's pay for Christmas and for New Year's Day whether or not it falls within a work week.
- (c) Effective, 1994, employees shall receive one (1) day's pay for President's Day whether or not it falls within a work week. Employees shall receive one (1) day's pay for Patriots' Day whether or not it falls within a work week.
- (d) Only employees who work the Summer Program are eligible to be paid for Independence Day if it falls within a work week.

**ARTICLE III**  
**WORK DAY/WORK YEAR**

- A. The work year for permanent employees in the bargaining unit shall be the school year (pupil session days and release and/or staff development days), including the day before the first pupil session day. For schools with kitchens, the Cafeteria Manager and a designated employee (as determined by the Cafeteria Manager) will be required to work the three (3) days prior to the first pupil session day. For Community Schools that do not have a Cafeteria Manager, the Cook and a designated employee (as determined by the Cook) will be required to work the three (3) days prior to the first pupil day.
- B. The M.E.O. position(s) that is required to work a full year schedule, will work all regularly scheduled work days including those days when school is cancelled for weather related reasons. It is understood that this position will utilize vacation days in lieu of receiving vacation pay.
- C. There will be a four (4) hour minimum work day for those permanent full-time employees appointed prior to November 1, 1995.

- D. There will be a three (3) hour minimum work day for all permanent-intermittent employees and those permanent full-time employees who are appointed as permanent full-time employees on or after November 1, 1995.

**ARTICLE IV**  
**ATTENDANCE AT WORKSHOPS**

- A. All permanent full-time employees who are requested to attend workshops on days when school is not in session shall have their registration paid and be reimbursed for mileage and meals within City guidelines.
- B. In addition, the Committee will make a conscientious effort to assist employees in their efforts to receive both initial certification and re-certification for their A.S.F.S.A. This will include, but not be limited to, providing workshops during scheduled Staff Development Days. In addition, the Committee will provide on an annual basis ten (10) hours of training towards a Sanitation Certificate. This training will be provided after the employee's regular work day. Employees will not be compensated for attendance and will not have to pay a fee for this training. Preference for attendance will be given (in order of priority) to those who are permanently appointed to the titles of Manager, Cook/Baker, Helpers.
- C. In order to ensure compliance with 105 CMR 590.003, the Director of School Nutrition shall designate two persons per school/facility to be trained and tested in the area of food safety as specified by 105 CMR 590.003 (A)(2). One such employee shall be the officially designated employee and the other shall be designated as an alternate. The employees designated shall be chosen first from the building manager position and then based upon greatest seniority in the highest job title at the school/facility. The employees so designated shall receive an annual stipend of \$50.00. The Committee will pay the designated employee

his/her regular hourly rate of pay for the time spent in training and taking the required examination. Moreover, the Committee will pay the cost of the first examination. Those employees designated shall be given thirty (30) days advanced notice of the date of the examination. This benefit is in addition to the AFSFA certification stipend provided for in Article XX.

- D. The employer may require employees to attend up to thirty (30) hours of professional development per year. This professional development may be scheduled during the contractual work day, in which case no additional compensation will be paid. To the extent that the professional development is conducted outside of the normal contractual work day, employees required to attend will be paid their normal hourly rate, including overtime pay if that is required by law or by contract.

## **ARTICLE V** **VACATIONS**

- A. All permanent full-time Civil Service employees and permanent-intermittent Civil Service employees hired prior to November 1, 1993, will be eligible for vacation as long as the employee has been employed for thirty (30) weeks in the aggregate during the preceding twelve months prior to July 1. In calculating the thirty (30) weeks of work, only time worked for which the employee is actually working and receives pay (including sick leave) will be counted. Employees on unpaid sick leave will not qualify for vacation benefits unless they have complied with the thirty (30) work weeks as described above. In addition, time spent on leave under the provisions of the Family Leave Act will count in the calculation of the thirty (30) work week requirement.

- B. Provided an employee qualifies for vacation pay, one day of such vacation pay will be paid during Thanksgiving week when the Wednesday before Thanksgiving is not a scheduled pupil session day.
- C. The vacation benefits are as follows: During the employees first five (5) years of employment, the employee will be paid two (2) weeks' vacation pay; after five (5) years the employee will receive three (3) weeks' vacation pay: after ten (10) years of service, employee will receive four (4) weeks' vacation pay. Every effort will be made to process vacation pay as soon as practicable after the end of the school year.
- D. In the event an employee leaves the employment of the Worcester Public Schools due to resignation, retirement or death, the employee or the estate will be paid vacation benefits as long as the employee has completed the thirty (30) weeks of work. In these cases the vacation benefit will be paid at the time of separation from the Worcester Public Schools. Vacation payment checks shall be issued as a separate check from the regular payroll check.
- E. In the event that school is canceled due to snow or other inclement weather, an employee who qualifies for vacation time, may opt to take a vacation day rather than a day without pay. It is expressly understood that if an employee so opts, the employee shall designate in writing to the Director of School Nutrition, not later than October 1<sup>st</sup> of the school year, or in the event that an employee was hired after the beginning of the school year, within 30 days after their hire date, that in the event of snow or other inclement weather, their desire to take a vacation day rather than a day without pay. Any use of vacation time under these circumstances shall result in the reduction of the employee's end of year payment. Once specified, the decision of the employee cannot be changed without the approval of the Director.



- F. After twenty-five years of employment, an employee will receive five (5) weeks' vacation pay, regardless of whether the employee works the summer program.

**ARTICLE VI**  
**CALL BACK PAY AND STIPENDS**

- A. If an employee is called back for a function beyond his or her regular work day, the employee shall be paid at the rate of time and one half for all hours worked at that function.
- B. In addition, the following employees will be entitled to a weekly stipend of \$35.00 per week: Cafeteria Managers in schools where one or more schools are added to their original school; Cooks in schools which are not supervised by a Cafeteria Manager; Cooks and Bakers who actually cook and bake for two (2) or more schools and the two cafeteria helpers assigned to the administration building. Effective January 1, 2002, the stipend will increase to \$55.00 per week; effective January 1, 2003, the stipend will increase to \$60.00 per week; effective January 1, 2004, the stipend will increase to \$65.00 per week. Effective August 25, 2005, the stipend will increase to \$75.00 per week. If an employee who is receiving the stipend is absent from work due to illness, the employee will continue to receive the stipend as long as the absence is for fifteen (15) calendar days or less. When the absence exceeds fifteen (15) calendar days, the stipend will be discontinued to the employee and will revert to the person who is filling in. The fill-in will continue to receive the stipend as long as the fill-in is performing the work. Time spent on paid sick days/personal days by the fill-in will count as time worked. In no cases will the stipend be paid to more than one individual.
- C. 1. Cafeteria employees who must provide and set up for regularly scheduled after-school programs at their schools will be compensated for each and

every day they provide such food, according to the following schedule: an employee preparing up to fifty (50) meals will receive thirty (30) minutes pay; an employee preparing over fifty (50) meals will receive an hour's pay.

2. This section does not apply to providing refreshments for occasional after-school meetings.
3. One employee will be designated per site to perform this work. There will also be a designated back-up in the event the regularly scheduled person is out of work. Appropriate documentation must be provided to maintain inventory/cost controls.
4. As of October, 1995, the schools impacted by this section are as follows: Canterbury, Chandler Elementary, Clark, Elm Park, Granite, South/Sullivan Joint Program, Union Hill, Vernon Hill, Worcester East Middle School. If additional schools are to be included in this program, the Administration and Union will discuss expansion of the above list of schools.

## **ARTICLE VII** **WORKING OUT OF CLASSIFICATION**

- A. When an employee performs the work of a higher rated classification for a period of five (5) work days, he or she shall receive the minimum step rate of the higher rated classification when performing such work.
- C. In the calculation of the annual vacation pay for employees who work out of their normal classification, the vacation pay will be based on the pro-rata earnings of both the normal classification and the higher rated classification.

**ARTICLE VIII**  
**PROMOTIONAL VACANCIES**

- A. 1. Promotional openings, including summer positions, (the term promotional includes the opportunity of increased hours) for cooks, bakers, helpers and managers shall be circulated among the cafeteria employees and first consideration will be given to qualified employees in the Cafeteria Department. In filling such positions, the School Department shall apply the following criteria: seniority, job performance and the best interests of the Worcester Public Schools.
2. If a promotional vacancy is to be filled, every effort will be made to post the vacancy within ten (10) days and to fill it within fifteen (15) days after the posting has been closed.
3. All appointments and promotions shall be posted in accordance with the relevant provisions of G.L..C. 31.
- B. The parties have agreed to the following policy regarding the appointment of a person to a bid position if the person is out of work for health reasons.
1. If the person who signed the bid and who would normally be appointed is out of work due to illness, injury, etc., she/he is still eligible for appointment.
2. If she/he is not able to assume her/his duties within ninety (90) days of the bid posting, the appointment will be reviewed. She/he will be contacted two (2) weeks prior to the end of the ninety (90) days.
3. If this person will be unable to assume the duties, the position will not be rebid, but the next person in line on the original bid posting will be appointed.

4. The following statement will be added at the bottom of the bid: "Must be able to assume duties within ninety (90) days of posting."
- C. A probationary period of three (3) months will be required for those employees who assume the position of either Cook or Baker. The purpose of the probationary period will be to demonstrate ability to perform satisfactorily in the new position. However, in the case of an employee who has been filling in as either a cook or baker for six (6) consecutive months, the probationary period shall be waived when the employee receives permanent appointment.
- D. Once an employee is successful in bidding into another position, he or she will not be eligible to bid laterally within the bargaining unit until having served in the current position for twelve months.

#### **ARTICLE IX** **PERFORMANCE EVALUATIONS**

Two successive unsatisfactory evaluations shall mean loss of further salary increments or raises for persons so evaluated for a period of one (1) year.

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 June 15, 2015. The Parties agree that if agreement is reached by this joint committee, no further bargaining over the changes will be required and the new instrument and process will be utilized commencing with the 2015/2016 school year. To the extent that agreement is not reached by June 15, 2015, the joint committee will continue its work

until agreement is reached, with implementation occurring as soon as practicable thereafter.

**ARTICLE X**  
**PERSONAL LEAVE**

A. All permanent full-time employees and permanent-intermittent employees hired prior to November 1, 1993, will be entitled to the benefits of this Article.

B. Three (3) days' personal leave per school year will be allowed for personal reasons without loss of pay for reasons approved by both the Supervisor the School Nutrition Director. Said approval shall not be unreasonably withheld. Employees may take one (1) of their three (3) personal days each year without stating the reason for that personal day.

Personal reasons shall include, but not be limited to, the following:

1. Emergency, serious illness or injury in the family; or
2. Attendance at graduations, ordinations, weddings, confirmations or funerals of a close friend requiring a full day's attendance.

C. The benefits of this paragraph shall not be utilized so as to extend a holiday or a vacation period. Abuse of the provisions of this paragraph shall be cause for disciplinary actions.

C. Personal Leave shall be provided proportionately to the amount of the school year remaining at the time the employee is eligible for Personal Leave.

Employees eligible for Personal Leave during the months of September, October and November will be entitled to three (3) days of Personal Leave. Employees eligible for Personal Leave during the months of December, January and February will be entitled to two (2) days of Personal Leave. Employees eligible for Personal Leave during the months of March, April, May and June will be eligible for one (1) day of Personal Leave.

**ARTICLE XI**  
**WAGES**

A. Historic Salary Adjustments:

1. Effective January 1, 2006, the salary schedule shall be reconfigured. The then existing step 10 shall become a step 6; the then existing step 15 shall become a step 10; the then existing step 20 shall become a step 15; the then existing step 25 shall become a step 20; and a new step 25 shall be established at the level of 2.5% greater than the newly established step 20.
2. Effective August 26, 2006, the salary schedule shall be reconfigured. The then existing step 15, shall become the new step 12; the then existing step 20 shall become the new step 15; the then existing step 25 shall become the new step 20; and a new step 25 shall be established at the level of 2.5% greater than the newly established step 20. A salary schedule is included in Appendix A.
3. The Parties agreed to increase all steps and columns on the salary schedule which was in effect at the conclusion of the Collective Bargaining Agreement for the period of August 26, 2005 through August 25, 2007 by two and one-half (2 ½ %) percent, which increase was effective on August 26, 2007.
4. Effective on August 26, 2011, the salary scales were increased in the amount indicated in the then attached chart ( Appendix A1 ), which increases represented mitigation payments and one-half of the health

insurance savings for six or eight hour per day employees, or a pro-rated amount of the savings for those working fewer than six hours.

5. Effective on August 26, 2012, the salary scales were increased by two percent (2%)

- B. Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule attached hereto as Appendix A which reflects the following negotiated salary increases:

Effective on the 92<sup>nd</sup> day of the 2013/2014 school year: Increase all steps on the salary schedule by two percent (2%);

Effective on the first day of the 2014/2015 school year: Increase all steps on the salary schedule by two percent (2%); and

Effective on the first day of the 2015/2016 school year: Increase all steps on the salary schedule by two percent (2%).

- C. In addition, effective August 26, 2011, Longevity will be as follows:

Completed Thirty (30) Years:	\$600.00
Completed Twenty- Five ( 25) Years:	\$500.00
Completed Twenty (20) Years:	\$450.00
Completed Fifteen ( 15) Years:	\$400.00
Completed Ten ( 10) Years:	\$350.00

Effective on the first day of the 2014/2015 school year, Longevity will be as follows:

Completed Thirty (30) Years:	\$650.00
Completed Twenty- Five ( 25) Years:	\$550.00
Completed Twenty (20) Years:	\$500.00
Completed Fifteen ( 15) Years:	\$450.00
Completed Ten ( 10) Years:	\$400.00

This annual payment is made in a lump sum on the longevity date. In determining time for longevity, time spent on unpaid leave of absence will not be credited as time worked for the purpose of computing longevity payment with the following approved exceptions: Family Leave Act; Military Leave; Worker's Compensation; Maternity Leave (as long as employee is medically unable to work); Jury Duty.

## **ARTICLE XII** **SICK LEAVE**

- A. All permanent full-time administrative and school cafeteria workers hired after January 1, 1990, and covered by the Agreement shall earn one and one-half (1½) days of sick leave per month up to a maximum of fifteen (15) days per year. An employee who is in an unpaid status for a full calendar month will not earn the one and one-half (1 ½) sick days for the following month. For example, an employee who does not receive pay for the entire month of October would not earn one and one-half (1 ½) sick days for the month of November. All appointed administrative and school cafeteria workers who were hired before January 1, 1990, and who are covered by this Agreement shall be credited with fifteen (15) days of sick leave at the beginning of each year of service. Any sick leave so earned but unused shall accumulate up to two hundred (200) days.
- B. Permanent-intermittent employees hired prior to November 1, 1993, shall earn sick leave at the rate of one and one-quarter (1¼) days per month of service. The administration of such sick leave shall be according to existing School Committee Rules.
- C. Further, in the case of any employee other than an appointed employee, unused sick leave shall not accumulate until such employee has worked ninety (90)



days, at which time any unused sick leave shall accumulate retroactively to the first day of employment. Such accumulated time shall not exceed forty-five (45) days.

D. Leave shall not accumulate until such employee has worked ninety (90) days, at which time any unused sick leave shall accumulate retroactively to the first day of employment. Such accumulated time shall not exceed forty-five (45) days.

E. 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.

F. Upon termination, except for dismissal for just cause, employees who have served in the Worcester Public school system for a minimum of twenty (20) years, inclusive of approved leaves of absence, shall receive compensation for unused accumulated sick leave at the following rates:

Days 1-165	\$10.00 per day
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Days 166-200	\$25.00 per day
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The maximum amount an employee can receive is \$2,525.00. The sick leave buyback will be included in the employees' final paycheck.

G. At any time the Superintendent or his designee may request an employee, who, on the basis of evidence, has established a pattern of absences that appears to indicate misuse of the sick leave, to verify by a doctor's certificate the listing of an absence as a charge against sick leave. An employee who fails to submit a medical certificate will not be paid for the absence and for any subsequent absences. When an employee is not paid for failure to submit a medical certificate, the Union will be notified.

- H. 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.
- I. Family Sick Leave: Employees may use up to a maximum of seven (7) sick days per year to attend to the illness of a spouse, child or parent. This sick leave is deducted from the employees own sick leave and does not represent sick leave in addition to that earned pursuant to Paragraph A.

### **ARTICLE XIII** **MATERNITY LEAVE**

- A. 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 make a request for leave on account of pregnancy and, where possible, provide the dates of such leave.
- B. A member of the bargaining unit may continue at her assigned position. However, continued employment shall depend on the employee's physical condition and on her ability to perform her usually assigned duties without danger to herself or her co-workers.
- C. The Committee may require the member to submit adequate medical evidence (including the results of a medical examination by a physician of her choice) of her ability to continue working and to perform her usually assigned duties without possibility of danger or harm.

- D. Upon receipt of the written notice as outlined in Paragraph A above, the Committee shall grant a leave of absence without pay for up to eight weeks in accordance with the provisions of M.G.L., c.149, s105D.

**ARTICLE XIV**  
**LEAVES OF ABSENCE**

- A. 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 absence. Employees shall accrue no seniority while on unpaid leave of absence. For any approved leave over thirty (30) work days, employees will be responsible for paying 102% of their group health insurance and group life insurance premiums.
- B. 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.
- E. 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 payment of 50% of the total health insurance premium for the remainder of the approved period of unpaid status.

#### **ARTICLE XV** **GRIEVANCE PROCEDURE**

- A. A grievance is hereby defined as an express violation of specific terms of this Agreement.
- B. If informal discussions do not resolve the differences, grievances shall be handled in the following manner:
  - 1. An aggrieved party must institute proceedings hereunder within ten (10) working days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the event or events giving rise to the grievance.
  - 2. An employee with a grievance shall present it in person to the immediate superior. The immediate superior shall make a determination which shall be final unless the aggrieved party elects to appeal said decision to the next level as hereinafter set forth:
    - (a) If the grievance is not disposed of to the satisfaction of the aggrieved employee at the level of the immediate superior, or if no decision has been 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 Assistant Human Resource Manager.

- (b) Within ten (10) working days thereafter, the Assistant Human Resource manager shall meet with the aggrieved person, the Chairman of the Union's Grievance Committee and/or a representative of the Union to attempt to settle the grievance. The grievance shall be answered in writing. If the grievance has not been disposed of to the satisfaction of the aggrieved employee at the level of the Assistant Human Resource Manager, or if no written answer has been received within ten (10) working days after the meeting, the aggrieved party may forward the grievance with a copy of the answer, if any, to the Superintendent.
- (c) The Superintendent or his designee shall meet within ten (10) working days thereafter with the aggrieved person, the Chairman of the Union's Grievance Committee and/or a representative of the Union to attempt to settle the grievance. The grievance shall be answered in writing. If the grievance is not disposed of to the satisfaction of the aggrieved employee at the level of the Superintendent, or if no written answer has been received within ten (10) working days after the meeting on the grievance, the aggrieved employee may forward the grievance, with a copy of the answer, if any, to the School Committee for 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, at the request of the employee, may file an application with the American Arbitration Association.
- (e) The function of the Arbitrator shall be to determine whether a specific violation of an express provision of the contract has occurred. The Arbitrator shall be without authority to make any decision which violates or which would alter, add to, detract from, or modify the terms of this Agreement.
- (f) Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the Arbitrator and the American Arbitration Association shall be shared equally by the Union and the Committee.
- (g) A grievance that affects a group of cafeteria workers or is of a general nature may be commenced by the Union by submitting it in writing to the Superintendent or his designee.

3. Failure 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 XVI** **MISCELLANEOUS**

- A. Effective with the start of the 1998/99 school year, employees in the bargaining unit will be paid for all regular school days on which schools are closed for special observances or emergencies, exclusive of holidays and weather-related cancellations. In the case of weather-related cancellations, the employee will make up the cancelled day(s) in accordance with the school calendar. In exchange for this language, the base rates in Appendix A will be increased by the equivalent of two (2) day's pay. These two (2) days will be added to the base rate prior to the base increase that is effective for August 26, 1998. In addition, New Year's Day will be added to the list of Holidays as described in Article II, section b.
- B. Worker assignments will be made without regard to race, color, religion, sex, marital status or sexual orientation.
- C. Permanent full time and designated permanent-intermittent employees shall work on staff development days. On these days employees will attend general meetings and/or report to schools to clean, do advance preparation and maintain equipment.
- D. Employees may request in writing to have their Union dues deducted from their paychecks.

- E. Separation from service due to lack of work, lack of money, closing of schools or from abolition of positions shall be made in accordance with the provision of Massachusetts G.L.C.31.
- F. The Worcester School Committee will provide one (1) day of leave with pay each year to each of not more than five (5) officers of NAGE R1-16 Cafeteria Workers, in order that they may attend the annual convention of the Massachusetts Federation of State, City and Town Employees.
- G.
  - 1. The School Committee and the City of Worcester agrees that cafeteria employees assigned to elementary school having one (1) or two (2) cafeteria employees shall not be temporarily assigned to provide coverage at other schools except in those situations where:
    - (a) no substitutes are available and no permanent-intermittent helpers are available: and
    - (b) other personnel cannot be found in schools having six (6) or more cafeteria employees.
  - 2. However, if the above circumstances do exist, the administration may "borrow" a cafeteria employee from an elementary school having one (1) or two (2) cafeteria workers assigned to it. Whenever possible, the administration will consider seniority in borrowing employees.
- H. A permanent full-time employee who is involuntarily transferred will be given the opportunity to discuss the transfer with the School Nutrition Director and be allowed to have Union representation at this discussion.
- I. 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 acted on by the School Committee.

- J. In the event the Administration requires the presence of a Union officer at a meeting during the regular work day, the Union officer will be allowed to attend such meeting with no loss of pay.
- K. In cases of overtime the following guidelines will be utilized to distribute the overtime: Overtime will first be offered to permanent full-time employees who are assigned to the building where the overtime is to be performed. Second preference will be given to permanent-intermittent employees who are assigned to the building where the overtime is to be performed. In the case of a permanent-intermittent employee such factors as quality of work, job knowledge, quantity of work and attendance will be taken into consideration. Third preference will be given to permanent full-time employees who work outside of the building where the overtime is to be performed. Factors that will be taken into consideration for distributing this overtime will be seniority, quality of work, job knowledge, quantity of work and attendance. Overtime pay will be paid for time worked in excess of eight (8) hours per day or forty (40) hours per week. The exception to this is the overtime provision in Article VI relative to those employees who are called back to work beyond his/her normal work day.
- L. In the case of weather related school delays, employees are expected to report to work at their normally scheduled start time, as such delays do not affect the provisions of meals to students. Employees will not be paid for any regularly scheduled hours which are not actually worked by the employee.
- M. 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 XVII**  
**CLOTHING ALLOWANCE**

- A. All permanent full-time employees and those permanent-intermittent employees hired prior to November 1, 1993, shall receive a clothing allowance, which as of August 26, 2011 shall be in the amount of Two Hundred Twenty-five (\$225) dollars per year, payable during the month of September each year. Employees who do not start work prior to September 30<sup>th</sup>, shall not receive their clothing allowance until they begin work, and then shall receive a prorated amount of the full clothing allowance based on the expected length of their work year. The clothing allowance shall be increased by \$25.00 in each year of the three years of the 2013-2016 contract period. The School Nutrition Director shall determine the appropriate work clothes to be worn. The School Nutrition Director shall issue written guidelines covering this subject.

**ARTICLE XVIII**  
**BEREAVEMENT LEAVE**

Leaves of absence with pay shall be granted to all permanent full-time employees and those permanent-intermittent employees hired prior to November 1, 1993, as set forth below:

1. When the death of a wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, child, stepchild, grandchild or relative living in the

same household or someone who has acted in loco parentis, occurs in the family of a cafeteria employee, such cafeteria employee is entitled to a leave of absence of up to five (5) consecutive days, or memorial week for persons of the Jewish faith, without loss of salary. Sundays are specifically excluded and shall not be counted.

2. Cafeteria personnel shall be granted one (1) day's leave to attend the funeral of a grandmother, grandfather, cousin, nephew, niece, uncle, aunt, brother-in-law or sister-in-law.

#### **ARTICLE XIX** **INSURANCE**

1. 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 Mass. Gen. Laws, c.32B.

##### A. Historic Health Insurance Design and Contribution Changes:

Effective January 1, 2006:

- (a) Plan Design changes as follows: \$10.00 office visit co-pay for all plans; \$10/\$20/\$35 Rx co-pays for all plans; and \$50 ER visit co-pay for Fallon (Blue Choice already \$50).
- (b) The City's contribution rate for active employees shall be set at 86% for the Fallon plans and 84% for the Blue Cross plan; 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 January 1, 2006, for all plans other than Master Medical, shall be set at 75%; the subscriber shall pay the remainder.

Effective July 1, 2006, for employees hired before January 1, 2006, the City's contribution rate towards all health plans other than Master Medical shall be set at 80%; the subscriber shall pay the remainder.

**B. Further Health Insurance Design and Contribution Changes**

- i. 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 60% City and 40% employee contribution.
- ii. 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. The City shall no longer offer the current health insurance plans following implementation of the above-referenced plans.
- iii. 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 in the Collective Bargaining Agreement for the period of August 26, 2001 through August 25, 2004 as amended by the Memoranda of Agreement for the periods of August 26, 2004 through August 25, 2007; August 26, 2007 through August 25, 2008; August 26, 2008 through August 25, 2010; and August 26, 2010 through August 25, 2013, 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 August 26, 2001 through August 25, 2004; the applicable terms of the Memoranda of Agreement for the

periods of August 26, 2004 through August 25, 2007; August 26, 2007 through August 25, 2008; August 26, 2008 through August 25, 2010; and August 26, 2010 through August 25, 2013; and the Collective Bargaining Agreements for the periods of August 26, 2004 through August 25, 2007; August 26, 2007 through August 25, 2008; August 26, 2008 through August 25, 2010 and August 26, 2010 through August 25, 2013, which applicable contract terms and applicable terms of the Memoranda of Agreement are incorporated by reference for the purposes of enforcing this Paragraph.

2. Whereas it is in the best interest of the employees and employer to obtain health insurance at the lowest possible cost, the City may, upon sixty (60) days' notice to the Union, 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 a lower cost from another provider.

3. 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:

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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).

The procedures 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 3 (a) through 3 (d) may be implemented by the carrier on an individual basis (e.g. 3(c) only) or on a complete basis (e.g. 3(a) through 3(d)).

4. Pursuant to the provisions of Massachusetts General Laws, chapter 32B, the Committee may, at any time during the life of this Agreement, approach the Union for collective bargaining/impact bargaining on the issue of health insurance. The Union agrees to honor any such request.

5. In order to be eligible for Health Insurance benefits, the employee must be a permanent full-time employee who has a regular work schedule of at least twenty (20) hours per week. Permanent-intermittent employees hired prior to November 1, 1993 will be eligible for Health Insurance benefits provided the employee has a regular work schedule of at least twenty (20) hours per week and has completed the six (6) month employment period as covered in the Recognition clause. Permanent-intermittent employees hired after November 1, 1993, are not eligible for Health Insurance benefits until they become permanent full-time employees.

## **ARTICLE XX** **EDUCATIONAL INCENTIVE**

Employees covered by this Agreement shall receive an additional one-hundred (\$100.00) dollars, to be added to their annual salaries, upon certification by the American School Food Service Association. A copy of the employee's current

certification card must be submitted to the School Nutrition Office for approval for payment. Effective with the start of the 1999/00 school year the stipend will increase to one hundred twenty-five (\$125.00) per year.

**ARTICLE XXI**  
**AGENCY SERVICE FEE**

- A. Upon certification to the School Department that not less than seventy-five (75%) percent of the employees within the bargaining unit have become members of the Union, it is agreed that an agency service fee, promulgated and determined in accordance with the provisions of Section 12 of Chapter 150E of the Massachusetts General Laws, may be imposed as a condition of employment with respect to any employees within the bargaining unit who are not members of the Union.
- B. The Association 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 XXII**  
**LIGHT DUTY**

The parties recognize that the passage of the Americans with Disabilities Act requires the School Committee to make efforts to reasonably accommodate any ill or injured employee. When a cafeteria worker is disabled and unable to work in a regular kitchen, the Superintendent or his designee, after consultation with the cafeteria worker, shall have the right to assign the employee to a task other than in the kitchen for which the employee is physically able to perform on either a full-time or part-time basis. During the light duty assignment the cafeteria worker will not be formally evaluated. If the cafeteria worker's doctor reports the employee is unable to perform the assignment, the employee will be examined by the School Committee's doctor. If there is a

disagreement between the two doctors, then those two doctors will select a third doctor to examine the employee whose decision will be final. 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.

**ARTICLE XXIII**  
**USE OF ALCOHOL/ILLEGAL DRUGS PROHIBITED**

- A. 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.

- B. 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 the 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 the purposes of determining if one is under the influence of alcohol, the Parties agree that the standard utilized shall be .08% blood alcohol level.
- C. 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 five 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.

- C. 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 XXIV** **STUDY COMMITTEE**

**CAFETERIA HANDBOOK STUDY COMMITTEE.** The Parties have agreed to form a study committee consisting of an equal number of members of the Union and the School District Administration, which shall be responsible for developing a so-called Cafeteria Handbook. It is expected that once completed by the Parties, this Cafeteria Handbook will be an enforceable set of work rules and regulations for members of this bargaining unit and that violation of its terms may be grounds for discipline pursuant to Mass. G.L. c. 31, the so-called Civil Service statute, and pursuant to the terms of this Collective Bargaining Agreement. The joint committee will endeavor to arrive at an initial draft of the Cafeteria Handbook no later than June 15, 2015. The Parties agree that if agreement is reached by this joint committee as to the final version of the Cafeteria Handbook, no further bargaining over the handbook will be required and the new handbook will be utilized commencing with the 2015/2016 school year. To the extent that agreement is not reached by June 15, 2015, the joint committee will continue its

work until agreement is reached, with implementation occurring as soon as practicable thereafter.

**ARTICLE XXV**  
**DESK AUDIT**

The employer agrees to perform a desk audit of the two positions of Cafeteria Helper Office Worker in order to determine the actual job duties and responsibilities being performed by the incumbent employees. The results of the audit will be shared with the Union within a reasonable time of completion. The audit shall be performed in accordance with procedures determined by the employer.

**ARTICLE XXVI**  
**DURATION**

This Agreement shall become effective on August 26 , 2013 and shall remain in full force and effect through August 25, 2016. Thereafter, it shall renew itself for successive one-year terms unless either party gives the other notice of termination by registered mail at least sixty (60) days prior to expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4<sup>th</sup> day of December, 2014.

For the Union:

William M. Harrison  
Brenda Chormiere  
Joan Brigham  
Lisa Pairvin  
Celeste J. Jones  
Deborah Spence

Dated: 12/1/14

For the School Committee:

John Monfredo  
Hilda Lamy  
Brian A. O'Connell  
Lacy O'Connell  
Paula  
Michael Seanleu

Dated: 12/4/14

Cafeteria Workers - Salary Schedules

92nd Day 2013 - 2014 School Year @ 2% Cola								
STEP	SUPERVISORS	MANAGERS	COOKS & BAKERS	HELPERS (7 Hour)	HELPERS (6.5 Hour)	HELPERS/SUBS	MEO (8 Hour)	MEO (7 Hour)
1	20.57	17.51	14.82	12.31	12.38	12.44	15.23	15.32
2	21.16	18.11	15.34	12.74	12.80	12.86	15.72	15.81
3	21.76	18.74	15.82	13.09	13.15	13.22	16.26	16.36
4	22.45	19.44	16.31	13.53	13.59	13.65	16.77	16.87
5	23.17	20.10	16.91	13.93	14.00	14.06	17.26	17.36
6	23.84	20.84	17.51	14.30	14.36	14.42	18.76	18.85
10 yr	24.23	21.17	17.82	14.52	14.58	14.65	19.09	19.18
12 yr	24.56	21.51	18.11	14.71	14.78	14.84	19.50	19.60
15 yr	25.26	22.20	18.74	15.12	15.18	15.24	20.19	20.28
20 yr	25.87	22.72	19.17	15.47	15.53	15.59	20.67	20.76
25 yr	26.50	23.27	19.63	15.83	15.89	15.96	21.16	21.25

First Day 2014 - 2015 School Year @ 2% Cola								
STEP	SUPERVISORS	MANAGERS	COOKS & BAKERS	HELPERS (7 Hour)	HELPERS (6.5 Hour)	HELPERS/SUBS	MEO (8 Hour)	MEO (7 Hour)
1	20.98	17.86	15.12	12.56	12.62	12.69	15.53	15.63
2	21.58	18.47	15.65	12.99	13.06	13.12	16.03	16.13
3	22.20	19.11	16.14	13.35	13.42	13.48	16.59	16.68
4	22.90	19.83	16.64	13.80	13.86	13.93	17.11	17.20
5	23.64	20.50	17.25	14.21	14.28	14.34	17.61	17.70
6	24.32	21.25	17.86	14.58	14.65	14.71	19.13	19.23
10 yr	24.71	21.59	18.17	14.81	14.87	14.94	19.47	19.56
12 yr	25.05	21.94	18.47	15.01	15.07	15.13	19.89	19.99
15 yr	25.77	22.65	19.11	15.42	15.48	15.55	20.59	20.69
20 yr	26.39	23.18	19.56	15.78	15.84	15.91	21.08	21.17
25 yr	27.03	23.73	20.02	16.15	16.21	16.28	21.58	21.67

First Day 2015 - 2016 School Year @ 2% Cola								
STEP	SUPERVISORS	MANAGERS	COOKS & BAKERS	HELPERS (7 Hour)	HELPERS (6.5 Hour)	HELPERS/SUBS	MEO (8 Hour)	MEO (7 Hour)
1	21.40	18.22	15.42	12.81	12.88	12.94	15.84	15.94
2	22.01	18.84	15.96	13.25	13.32	13.38	16.35	16.45
3	22.64	19.49	16.46	13.62	13.69	13.75	16.92	17.02
4	23.35	20.22	16.97	14.08	14.14	14.21	17.45	17.55
5	24.11	20.91	17.60	14.50	14.56	14.63	17.96	18.06
6	24.81	21.68	18.22	14.87	14.94	15.00	19.51	19.61
10 yr	25.21	22.02	18.54	15.11	15.17	15.24	19.86	19.96
12 yr	25.55	22.38	18.84	15.31	15.37	15.44	20.29	20.39
15 yr	26.28	23.10	19.49	15.73	15.79	15.86	21.00	21.10
20 yr	26.91	23.64	19.95	16.09	16.16	16.22	21.50	21.60
25 yr	27.57	24.21	20.42	16.47	16.54	16.60	22.01	22.11

## Cafeteria Workers - Additional Stipends

### Stipend - Weekly

The following employees will be entitled to a weekly stipend:

1. Cafeteria Managers where one or more schools are added to their original school.
2. Cooks in schools which are not supervised by a Cafeteria Manager.
3. Cooks and bakers who actually cook and bake for two (2) or more schools.
4. The two cafeteria helpers assigned to the administration building.

August-05      \$75

### Clothing Allowance - Annual - Paid during the month of September

	August-99	\$175
	August-11	\$225
	August-13	\$250
	August-14	\$275
	August-15	\$300

### Educational Incentive - Annual - Paid upon certification by ASFSA

August-99      \$125

### Longevity Stipend - Annual - Paid during month of longevity date

	August-05	August-11	August-14
30 Year	N/A	\$600	\$650
25 Year	\$400	\$500	\$550
20 Year	\$350	\$450	\$500
15 Year	\$300	\$400	\$450
10 Year	N/A	\$350	\$400

*The employee must have completed required years of service to be eligible.*

**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*		
<b>Deductible</b>	\$200 Ind/\$600 Fam	\$250 Ind/\$750 Fam		\$0 (T1) \$250 Ind/\$750 Fam (T2&3)	\$250 Ind/\$750 Fam
<b>Routine Physical exams</b>	\$0	\$0		\$0	\$0
<b>PCP office visit</b>	\$15	\$15	\$20	T1: \$15 T2: \$25 T3: \$35	\$35
<b>Specialist visit</b>	\$25	\$25	\$30	\$35	\$35
<b>Emergency room</b>	\$100 waived if admitted	\$100 waived if admitted		\$100 waived if admitted	\$150 waived if admitted
<b>Inpatient hospital</b>	\$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
<b>Same day surgery</b>	\$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
<b>Diagnostic services (Lab, X-ray, etc.)</b>	\$0 after deductible	\$0 after deductible		T1 \$0 T2/T3 \$0 after deductible	10% co-insurance after deductible
<b>Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)</b>	\$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
<b>Rx</b>	\$10/\$25/\$45	\$10/\$25/\$45		\$10/\$25/\$45	\$10/\$25/\$45
<b>Monthly Premium</b>	\$479.85 Ind; \$1,219.22 Fam	\$589.39 Ind; \$1,488.17 Fam		\$744.67 Ind; \$1,925.24 Fam	\$763.84 Ind; \$1,975.05 Fam
<b>Employee Monthly Contribution</b>	\$119.96 Ind; \$304.81 Fam	\$148.85 Ind; \$372.04 Fam		\$186.17 Ind; \$481.31 Fam	\$190.96 Ind; \$493.76 Fam
<b>Employee Weekly Contribution</b>	\$27.88 Ind; \$70.34 Fam	\$34.88 Ind; \$85.86 Fam		\$42.96 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).

\*\* Local 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**