

WORCESTER PUBLIC SCHOOLS



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

DR. JOHN E. DURKIN ADMINISTRATION BUILDING
20 IRVING STREET
WORCESTER, MA 01609-2493
(508) 799-3032 or 799-3096
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TO: Ms. Boulais
FROM: Helen A. Friel *H. Friel*
DATE: January 23, 2018

At the School Committee Meeting that was held on Thursday, January 18, 2018, the following motions were made:

Pursuant to action taken in Executive Session, it was moved to ratify the terms of the Memorandum of Agreement between the School Committee and the **NAGE R1-16 Cafeteria Workers**, effective August 26, 2017 through August 25, 2020.

On a roll call of 7-0, the item was approved.

Attached please find a copy of the fully executed Memorandum of Agreement.

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

HAF/cmm
Enc.

cc: Superintendent Binienda
✓ Mr. Brophy

MEMORANDUM OF AGREEMENT

The Worcester School Committee and the NAGE R1-16 Cafeteria Workers 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 August 26, 2013 through August 25, 2016, as amended by the Memorandum of Agreement for the period of August 26, 2016 through August 25, 2017, shall remain in effect with the following amendments:

1. **ARTICLE VII WORKING OUT OF CLASSIFICATION.** The Parties have agreed to revise the language of Paragraph A as follows to reflect current practice: "When an employee performs the work of a higher rated classification for a period of five (5) work days, and such employee has either expressed an interest in or is participating in the required training for such higher rated classification, he or she will be compensated at the rate equivalent to that step on the higher rated classification column which is closest but higher than the employee's current step amount, plus two steps. In no event will the employee be compensated at a step higher than step 6 on the higher rated classification column."
2. **ARTICLE VIII PROMOTIONAL VACANCIES.** Paragraph C. Add the term "manager" to the list of positions subject to this language. Also, clarify language that if an employee does not satisfy the probationary period for the promotional position, such employee shall be returned to his/her prior job title.
3. **ARTICLE XI WAGES and CAFETERIA WORKERS – SALARY SCHEDULES.** The Parties have agreed to the following increases to all steps on the salary scale on the following dates:
 - A. Effective retroactive to the first day of the 2017/2018 School Year: Two (2%) Percent Increase;
 - B. Effective on the first day of the 2018/2019 School Year: Two (2%) Percent Increase; and
 - C. Effective on the first day of the 2019/2020 School Year: Two (2%) Percent Increase.Also, remove references to antiquated language appearing in this Article.
4. **ARTICLE XII SICK LEAVE.** Paragraph I. Change "seven (7)" to "ten (10)" in first sentence.
5. **ARTICLE XVII CLOTHING ALLOWANCE.** Add a new Paragraph B as follows: "To the extent that the District provides employees with smocks, hair restraints, or other similar uniform components, the employees shall be required to wear such District provided items during work hours."

6. **ARTICLE XX EDUCATIONAL INCENTIVE.** Change the title of this Article to "EDUCATION AND TRAINING REQUIREMENTS".
7. **ARTICLE XX EDUCATIONAL INCENTIVE.** Add a sentence to the end of the first paragraph as follows: "Employees shall receive a stipend of \$50.00 per year for every year that the employee is 'Serve Safe Manager Certified'".
8. **ARTICLE XX EDUCATIONAL INCENTIVE.** Add a new second paragraph as follows: "In order to qualify for appointment to the various positions covered by this collective bargaining agreement, employees must complete and pass specified training programs to be identified by the District. The District will provide the bargaining unit with a list of the required training programs for each assignment and will update the list on an annual basis. These requirements are intended to ensure compliance by the District with USDA and Massachusetts DESE requirements." The initial list of the required training programs for each assignment is attached hereto as Attachment B.
9. **ARTICLE XXV DESK AUDIT.** Delete in its entirety and renumber subsequent Articles accordingly.
10. **ARTICLE XXVI DURATION.** Amend language to reflect a contract duration of three years from August 26, 2017 through August 25, 2020.
11. **CIVIL SERVICE.** Add new language as follows: "If legislation is adopted by the General Court, exempting employees in the bargaining unit from Chapter 31 of the MA General Laws (Civil Service), the parties agree to amend the Collective Bargaining Agreement between the School Committee and the Association, by adding Attachment A to the Agreement.

In consideration of the Amendment to the Agreement by attachment A, the Association agrees to support the legislation to exempt the employees from Civil Service and recommend to the Legislature the adoption of the proposed act by the City of Worcester to exempt the bargaining unit employees from Civil Service."
12. **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 and the Memorandum of Agreement for the period of August 26, 2016 through August 25, 2017.

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

For the Union:

Brenda Chomien
Celeste L. Torres
Diana Chomien
Sebastian

Shelby Boyd
William M. Gannon NAGE

Dated: 1/3/18

For the School Committee:

Marina Sanchez
Molly McCullough
Joe Montano
Doris Comstock

John M. [Signature]
Dated:

Attachment A

All non-civil service bargaining unit members, in a permanent position (i.e., not temporary, causal or seasonal), shall receive "permanent appointments" upon completion of one (1) year of full time service to the City in a "permanent position". A permanent employee shall have a right to grieve his/her discharge or suspension by initiating a grievance to the Superintendent, in accordance with the procedures set forth in Article XV of this agreement. The action of the appointing authority shall be final, unless the action is found to be without cause by the arbitrator.

Attachment B

Worcester Public Schools
Department of Child Nutrition Program...

annual per USDA/DESE	position / hours	frequency	must pass to be eligible	provider
4	Substitute: 3 hours	yearly	ESL if required	
		yearly	Civil Rights	wps hr
		yearly	Right to Know	wps envir
		yearly	Customer Service Trama Aware	
		yearly	Reimbursable Meal Pattern/POS	wps sn
4	Helper: 3 hours	yearly	Civil Rights	wps hr
		yearly	Right to Know	wps envir
		yearly	Customer Service Trama Aware	
		yearly	Reimbursable Meal Pattern/POS	wps sn
		must pass	Food Handler	
6	Helper: 4 hours +	yearly	Civil Rights	wps hr
		yearly	Right to Know	wps envir
		yearly	Customer Service Trama Aware	
		yearly	Reimbursable Meal Pattern/POS	wps sn
		must pass	Food Handler	
		must pass	CPR Choke Saving	
6	Helper: 6 hours +	yearly	Civil Rights	wps hr
		yearly	Right to Know	wps envir
		yearly	Customer Service Trama Aware	
		yearly	Reimbursable Meal Pattern/POS	wps sn
		must pass	Food Handler	
		must pass	Serve Safe Mgr	
		must pass	CPR Choke Saving	
		must pass	Fire Ext	city of worc
		must pass	Allergen	
6	Helper: 8 hours	yearly	Civil Rights	wps hr
		yearly	Right to Know	wps envir
		yearly	Customer Service Trama Aware	
		yearly	Reimbursable Meal Pattern/POS	wps sn
		must pass	Food Handler	
		must pass	Serve Safe Mgr	
		must pass	CPR Choke Saving	
		must pass	Fire Ext	city of worc
		must pass	Allergen	
annual per USDA/DESE	position / hours	frequency	must pass to be eligible	provider
6	Cook/Baker: 8 hours	yearly	Civil Rights	wps hr
		yearly	Right to Know	wps envir
		yearly	Customer Service Trama Aware	
		yearly	Reimbursable Meal Pattern/POS	wps sn
		must pass	Food Handler	
		must pass	Serve Safe Mgr	
		must pass	CPR Choke Saving	
		must pass	Fire Ext	city of worc
		must pass	Allergen	
		must pass	recipe weights measure portions	
		must pass	culinary content ?	

10

Manager: 8 hours

yearly
yearly
yearly
yearly
must pass
must pass
must pass
must pass
must pass
must pass
must pass
must pass
must pass
msut pass

Civil Rights
Right to Know
Customer Service Trama Aware
Reimbursable Meal Pattern/POS
Food Handler
Serve Safe Mgr
CPR Choke Saving
Fire Ext
Allergen
recipe weights measure portions ?
culinary content ?
h.r. staff management
kitchen organization/operations

wps hr
wps envir

wps sn

city of worc

WORCESTER PUBLIC SCHOOLS

Nutrition Department

	MANAGERS	COOKS & BAKERS	HELPERS (7 Hour)	HELPERS (6.5 Hour) 2% Cola	HELPERS/SUBS	MEO (8 Hour)	MEO (7 Hour)
A10 STEP	08/24/17	08/24/17	08/24/17	08/24/17	08/24/17	08/24/17	08/24/17
1	18.95	16.04	13.33	13.40	13.46	16.48	16.59
2	19.60	16.61	13.79	13.86	13.92	17.01	17.12
3	20.28	17.13	14.17	14.24	14.31	17.61	17.71
4	21.03	17.66	14.65	14.71	14.78	18.16	18.26
5	21.76	18.31	15.09	15.15	15.22	18.69	18.79
6	22.55	18.95	15.47	15.54	15.61	20.30	20.40
10 yr	22.91	19.29	15.72	15.78	15.85	20.67	20.77
12 yr	23.29	19.60	15.93	15.99	16.07	21.11	21.22
15 yr	24.03	20.28	16.36	16.43	16.50	21.85	21.95
20 yr	24.59	20.76	16.74	16.81	16.87	22.37	22.47
25 yr	25.18	21.25	17.14	17.21	17.27	22.90	23.00

	MANAGERS	COOKS & BAKERS	HELPERS (7 Hour)	HELPERS (6.5 Hour) 2% Cola	HELPERS/SUBS	MEO (8 Hour)	MEO (7 Hour)
A11 STEP	1st day 18/19	1st day 18/19	1st day 18/19	1st day 18/19	1st day 18/19	1st day 18/19	1st day 18/19
1	19.33	16.36	13.60	13.67	13.73	16.81	16.92
2	19.99	16.94	14.07	14.14	14.20	17.35	17.46
3	20.69	17.47	14.45	14.52	14.60	17.96	18.06
4	21.45	18.01	14.94	15.00	15.08	18.52	18.63
5	22.20	18.68	15.39	15.45	15.52	19.06	19.17
6	23.00	19.33	15.78	15.85	15.92	20.71	20.81
10 yr	23.37	19.68	16.03	16.10	16.17	21.08	21.19
12 yr	23.76	19.99	16.25	16.31	16.39	21.53	21.64
15 yr	24.51	20.69	16.69	16.76	16.83	22.29	22.39
20 yr	25.08	21.18	17.07	17.15	17.21	22.82	22.92
25 yr	25.68	21.68	17.48	17.55	17.62	23.36	23.46

	MANAGERS	COOKS & BAKERS	HELPERS (7 Hour)	HELPERS (6.5 Hour) 2% Cola	HELPERS/SUBS	MEO (8 Hour)	MEO (7 Hour)
A12 STEP	1st day 19/20	1st day 19/20	1st day 19/20	1st day 19/20	1st day 19/20	1st day 19/20	1st day 19/20
1	19.72	16.69	13.87	13.94	14.00	17.15	17.26
2	20.39	17.28	14.35	14.42	14.48	17.70	17.81
3	21.10	17.82	14.74	14.81	14.89	18.32	18.42
4	21.88	18.37	15.24	15.30	15.38	18.89	19.00
5	22.64	19.05	15.70	15.76	15.83	19.44	19.55
6	23.46	19.72	16.10	16.17	16.24	21.12	21.23
10 yr	23.84	20.07	16.35	16.42	16.49	21.50	21.61
12 yr	24.24	20.39	16.58	16.64	16.72	21.96	22.07
15 yr	25.00	21.10	17.02	17.10	17.17	22.74	22.84
20 yr	25.58	21.60	17.41	17.49	17.55	23.28	23.38
25 yr	26.19	22.11	17.83	17.90	17.97	23.83	23.93

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CLERK OF THE SCHOOL COMMITTEE

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FAX (508) 799-3190

October 12, 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 Thursday, October 6, 2016, the following motions were made:

Pursuant to action taken in Executive Session, it was moved to ratify the Memorandum of Agreement between the Worcester School Committee and NAGE R1-16, Cafeteria Workers, effective August 26, 2016 through August 25, 2017.

On a roll call of 7-0, the motion was approved.

Pursuant to action taken in Executive Session, it was moved to approve the Side of Agreement between the Worcester School Committee and NAGE R1-16, Cafeteria Workers, effective August 26, 2016 through August 25, 2017.

On a roll call of 7-0, the motion was approved.

Attached please find the fully executed Memorandum of Agreement and the Side Letter of Agreement.

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
Encs.

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

MEMORANDUM OF AGREEMENT

The Worcester School Committee and the NAGE R1-16 Cafeteria Workers 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 August 26, 2013 through August 25, 2016 shall remain in effect with the following amendments:

1. **ARTICLE XXVI DURATION.** Amend language to reflect a contract duration of one year from August 26, 2016 through August 25, 2017.
2. **ARTICLE XI WAGES and SALARY SCALE.** In consideration of the health insurance changes identified herein, the following increase to all steps on the salary scale shall be made on the following date:

A. Effective retroactive to the first day of the 2016/2017 School Year: Two (2%) Percent Increase.

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. The Parties have also agreed to execute a Side Letter of Agreement to effectuate this change.
- (b) Effective October 1, 2016 or as soon as practicable upon ratification by the Parties, prescription drug co-pays and coverage changes for all plans as follows:
 - (i) To increase the 2nd tier of prescription co-pays from \$25 to \$30;
 - (ii) To increase the 3rd 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 or as soon as practicable upon ratification by the Parties, increase the co-pays for PCP office visits for all tiers by \$5.00.

- (d) Effective October 1, 2016 or as soon as practicable upon ratification by the Parties, increase the co-pays for specialist office visits up to a maximum not to exceed \$50.00.
- (e) Effective October 1, 2016 or as soon as practicable upon ratification by the Parties, increase the ER copay to \$150.00 per visit.
- (f) Effective October 1, 2016 or as soon as practicable upon ratification by the Parties, increase the Inpatient Hospital Copay to a maximum not to exceed \$1,000.00 for each plan.
- (g) Effective October 1, 2016 or as soon as practicable upon ratification by the Parties, 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 XIX 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 B (iii) to incorporate changes and consideration identified herein.

5. **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.

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

For the Union:

Brenda Chomier
~~Molly McGee~~

Dated: 10/6/14

For the School Committee:

Molly McGee
John
Bryan O'Connell
John Monfredo
Alissa Bianchini
Linda Colaris

Dated:

SIDE LETTER OF AGREEMENT

The Worcester School Committee and the NAGE R1-16 Cafeteria Workers hereby enter into this Side Letter of Agreement to the Collective Bargaining Agreement between the Parties for the period of August 26, 2013 through August 25, 2016.

WHEREAS as part of negotiations for a successor collective bargaining agreement for the period of August 26, 2016 through August 25, 2017, the Parties agreed to make certain changes to health insurance; and

WHEREAS among the changes agreed to was to increase the health insurance deductibles for all plans commencing with the Fiscal Year 2017; and

WHEREAS effectuating this change in deductibles requires the amendment to the terms of the collective bargaining agreement between the Parties for the period of August 26, 2013 through August 25, 2016; and

NOW THEREFORE in consideration of the mutual promises contained herein and in recognition of the terms agreed to by the Parties in connection with the successor collective bargaining agreement for the period of August 26, 2016 through August 25, 2017, the Parties have agreed as follows:

1. Health insurance deductibles for all plans to be increased from \$250/\$750 to \$500/\$1,000 effective July 1, 2016.

This Side Letter of Agreement is subject to ratification by the Union and the School
Committee.

For the Union:

Brenda Choineire

Dated: 10/6/16

For the School Committee:

Molly McClellan

Joe Z

Brian A. O'Connell

John Montez

Thomas J. Bianchini

Richard Davis

Dated: