

# 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  
FAX (508) 799-3190

TO: Ms. Boulais  
FROM: Helen A. Friel *H. Friel*  
DATE: December 12, 2017

At the School Committee Meeting that was held on Thursday, December 7, 2017, 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 Massachusetts Laborers' District Council for and in behalf of Worcester Public Service Employees Local Union 176 of the Laborers' International Union of North America, AFL-CIO, Custodians, for the term of July 1, 2017 through June 30, 2020.

On a roll call of 6-0-1 (absent Ms. Colorio), 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 <sup>22</sup> 2

The Worcester School Committee and the Massachusetts Laborers' District Council for and in behalf of Worcester Public Service Employees Local Union 126 of the Laborers' International Union of North America, AFL-CIO, Custodians 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 July 1, 2013 through June 30, 2016, as amended by the Memorandum of Agreement for the period of July 1, 2016 through June 30, 2017, shall remain in effect with the following amendments:

1. **DURATION.** Amend language to reflect a contract duration of three years from July 1, 2017 through June 30, 2020.
2. **ARTICLE III SCHOOL YEAR AND WORK SCHEDULE.** Section C(4). Effective on July 1, 2018, increase the night or second shift differential from .85 per hour to 1.00 per hour.
3. **ARTICLE VIII CUSTODIAL VACANCIES. POLICY IN FILLING PERMANENT VACANCIES,** Section 7. The Parties have agreed that for the duration of this collective bargaining agreement, the Employer will be relieved of the obligation to put all junior custodian positions out for bid each year by May 1<sup>st</sup>. It is expressly agreed, that in the final year of the contract, the annual bidding for junior custodian positions shall resume by May 1, 2020.
4. **ARTICLE IX TEMPORARY VACANCIES.** Section C. Effective on July 1, 2019, remove the phrase "(Fill-in for vacation periods excluded)."
5. **SIDE LETTER.** The Parties have agreed to enter into a Side Letter in the form attached hereto as Attachment A. The Side Letter will be appended to the collective bargaining agreement as Attachment A.
6. **ARTICLE XIV CIVIL SERVICE EMPLOYEES.** Add the following two paragraphs to the Article:  
  
"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 Dept. and the Union, by making the terms of Attachment A permanent.  
  
In consideration of making the terms of Attachment A permanent, the Union 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. The Union is under no obligation to support any such legislation to the extent that it would have the effect of denying Civil Service protections to those employees who already possess permanent Civil Service status.

7. **CIVIL SERVICE.** The union agrees that in the event of legislation being adopted by the General Court, exempting employees in the bargaining unit from Chapter 31 of the MA General Laws (Civil Service) or otherwise affecting the applicability of Chapter 31 to some or all of the employees in the bargaining unit, it will enter into bargaining with the School Committee, if requested, even if mid-term, in order to address changes to the collective bargaining agreement which might be necessary as a result of the adoption of the legislation or to effectuate such a legislative change.
8. **ARTICLE XVI SALARIES FOR EMPLOYEES and SALARY SCALE.** The Parties have agreed to the following increases to all steps on the salary scale on the following dates:

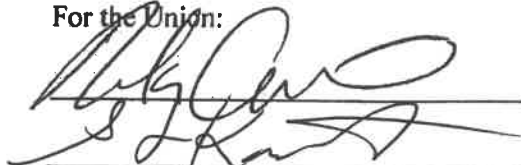
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  - A. Effective retroactive to July 1, 2017: Two (2%) Percent Increase;
  - B. Effective July 1, 2018: One (1%) Percent Increase;
  - C. Effective January 1, 2019: One (1%) Percent Increase; and
  - D. Effective July 1, 2019: Two (2%) Percent Increase.
9. **UNIFORMS.** Add new language to the collective bargaining agreement requiring employees to wear uniform shirts during all work hours. The Administration shall have the right to waive this requirement during the summer work period.
10. **New Step.** Effective on July 1, 2018, add a thirty year step at a rate representing the same difference between it and step 20 as exists between step 15 and step 20 at the time of implementation.
11. **New Assignment.** The Parties have agreed, effective on July 1, 2018, to the creation of a new assignment at the High School level (i.e., WTHS, North, South and Doherty), and at the Middle School level (i.e., Forest Grove, WEMS, Sullivan and All School). These are intended to replace previous firemen jobs which have been and continue to be eliminated by attrition. These positions would be classified as Group 1 Assigned. The Parties will arrive at an appropriate title for the assignment based upon the duties associated with the assignment. In the event of the absence of an employee from this new assignment, and to the extent that another employee is filling in for the assignment, the person filling-in will not be eligible for the fill-in benefits of the collective bargaining agreement.
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 July 1, 2016 through June 30, 2017.

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


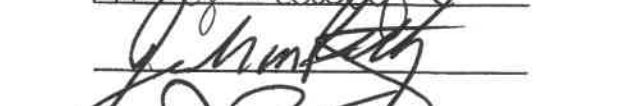
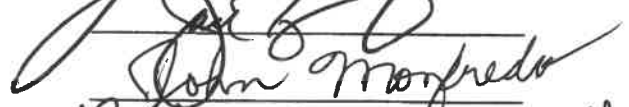
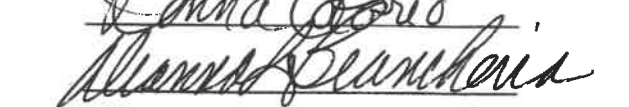
For the Union:

  
Paul J. [unclear]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated:

12/5/17

For the School Committee:

  
  
  
John Monfredo  
Brian A. O'Connell  
Lanna Goro  


Dated:

ATTACHMENT A

Side Letter of Agreement

The Worcester School Committee and the Massachusetts Laborers' District Council for and in behalf of Worcester Public Service Employees Local Union ~~176~~ <sup>272</sup> of the Laborers' International Union of North America, AFL-CIO, Custodians, on this \_\_\_\_ day of October, 2017, hereby enter into this Side Letter of Agreement.

WHEREAS negotiations for a successor collective bargaining agreement have led to the Parties reaching agreement to provide some level of job protection to certain members of the bargaining unit who have not been permanently appointed in accordance with Mass. G.L. c. 31, the so-called Civil Service statute; and,

WHEREAS the School Committee favors this grant of some level of job protection during the specific term of this Side Letter in order to allow adequate time for the City to consider how best to address the current state of Civil Service statute and its impact on City employees, including through the possible pursuit of special legislation to address the issue; and,

NOW THEREFORE, the Parties have agreed as follows:

1. This side letter shall be effective upon ratification by the Parties and shall continue in full force and effect through June 30, 2020. It shall expire on June 30, 2020 by its own terms and without any further action required of the Parties.
2. Unless made permanent by operation of the language contained in Article XIV, any extension of the terms of this Side Letter of Agreement would require mutual agreement of the Parties and a writing memorializing such mutually agreed extension.
3. Pursuant to the terms of this Side Letter of Agreement, all non-civil service bargaining unit members, in a permanent position (i.e., not temporary, seasonal or casual), shall receive "permanent appointments" upon completion of one (1) year of full time service to the City in a "permanent position". A permanently appointed 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 the collective bargaining agreement. The action of the appointing authority shall be final, unless the action is found to be without cause by the arbitrator.
4. This Side Letter of Agreement is subject to ratification of the Parties.

  
For the Union

12/17/17

  
For the School Committee

Custodial Positions

STEP	UNASSIGNED JUNIORS										GROUP 1						GROUP 2													
	P57		P80		P90		PA0		PB0		P17		P81		P91		PA1		PB1		P27		P82		P92		PA2		PB2	
	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	
1	15.58	15.90	16.06	16.22	16.54	16.88	17.22	17.39	17.56	17.91	17.17	17.51	17.69	17.87	18.23	18.41	18.32	18.32	18.69	18.96	18.63	19.00	19.19	19.38	19.77	19.00	19.19	19.38	19.77	
2	16.29	16.61	16.78	16.95	17.29	17.60	17.96	18.14	18.32	18.69	17.96	18.31	18.67	18.86	19.05	19.43	19.05	19.43	19.81	20.21	19.42	19.81	20.01	20.21	20.61	20.01	20.21	20.61	21.01	
3	16.95	17.28	17.45	17.62	17.97	18.31	18.67	18.86	19.05	19.43	19.04	19.42	19.61	19.81	20.21	20.61	20.64	21.05	21.51	21.88	20.67	21.06	21.26	21.46	21.86	21.26	21.46	21.86	22.26	
4	17.69	18.05	18.23	18.41	18.78	19.04	19.42	19.61	19.81	20.21	19.84	20.24	20.44	20.64	21.05	21.51	21.88	22.26	22.64	23.02	21.92	22.32	22.52	22.72	23.12	22.52	22.72	23.12	23.52	
5	18.41	18.77	18.96	19.15	19.53	19.84	20.24	20.44	20.64	21.05	20.61	21.03	21.24	21.45	21.86	22.26	22.64	23.02	23.40	23.78	22.68	23.08	23.28	23.48	23.88	23.28	23.48	23.88	24.28	
6	19.18	19.56	19.76	19.96	20.36	20.61	21.03	21.24	21.45	21.86	21.44	21.87	22.09	22.31	22.72	23.12	23.52	23.92	24.32	24.72	23.62	24.02	24.22	24.42	24.82	24.22	24.42	24.82	25.22	
7	19.84	20.24	20.44	20.64	21.05	21.44	21.87	22.09	22.31	22.72	22.09	22.53	22.76	22.99	23.45	23.85	24.25	24.65	25.05	25.45	24.35	24.75	24.95	25.15	25.55	24.95	25.15	25.55	25.95	
10 yr	20.51	20.92	21.13	21.34	21.77	22.09	22.53	22.76	22.99	23.45	22.90	23.36	23.59	23.83	24.31	24.71	25.11	25.51	25.91	26.31	25.21	25.61	25.81	26.01	26.41	25.81	26.01	26.41	26.81	
15 yr	21.27	21.70	21.92	22.14	22.58	22.90	23.36	23.69	24.17	24.65	24.10	24.56	24.79	25.03	25.51	25.91	26.31	26.71	27.11	27.51	26.41	26.81	27.01	27.21	27.61	27.01	27.21	27.61	28.01	
20 yr	21.96	22.40	22.62	22.85	23.31	23.69	24.17	24.65	25.13	25.53	25.00	25.46	25.69	25.93	26.41	26.81	27.21	27.61	28.01	28.41	27.31	27.71	27.91	28.11	28.51	27.91	28.11	28.51	28.91	
30 yr			23.32	23.55	24.02																									

STEP	GROUP 3										GROUP 4						GROUP 5													
	P37		P83		P93		PA3		PB3		P77		P84		P94		PA4		PB4		P67		P85		P95		PA5		PB5	
	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	1%	2%	
1	17.87	18.23	18.41	18.59	18.96	19.42	19.81	20.01	20.21	20.61	19.42	19.81	20.01	20.21	20.61	20.01	20.21	20.61	21.01	21.41	20.22	20.62	20.82	21.22	21.62	21.02	21.22	21.62	22.02	
2	18.63	19.00	19.19	19.38	19.77	20.27	20.67	20.88	21.09	21.51	20.27	20.67	20.88	21.09	21.51	20.88	21.09	21.51	21.92	22.32	21.13	21.53	21.73	22.13	22.53	21.93	22.13	22.53	22.93	
3	19.42	19.81	20.01	20.21	20.61	21.15	21.57	21.79	22.01	22.45	21.15	21.57	21.79	22.01	22.45	21.79	22.01	22.45	22.86	23.26	22.07	22.47	22.67	23.07	23.47	22.87	23.07	23.47	23.87	
4	20.27	20.67	20.88	21.09	21.51	22.10	22.54	22.77	23.00	23.46	22.10	22.54	22.77	23.00	23.46	22.77	23.00	23.46	23.87	24.27	23.08	23.48	23.68	24.08	24.48	23.88	24.08	24.48	24.88	
5	21.15	21.57	21.79	22.01	22.45	23.12	23.59	23.83	24.07	24.55	23.12	23.59	23.83	24.07	24.55	23.83	24.07	24.55	24.96	25.36	24.17	24.57	24.77	25.17	25.57	24.97	25.17	25.57	25.97	
6	22.04	22.48	22.70	22.93	23.39	24.15	24.63	24.88	25.13	25.63	24.15	24.63	24.88	25.13	25.63	24.88	25.13	25.63	26.04	26.44	25.25	25.65	25.85	26.25	26.65	26.05	26.25	26.65	27.05	
7	22.96	23.42	23.65	23.89	24.37	25.13	25.63	25.89	26.15	26.67	25.13	25.63	25.89	26.15	26.67	25.89	26.15	26.67	27.08	27.48	26.29	26.69	26.89	27.29	27.69	27.09	27.29	27.69	28.09	
10 yr	23.79	24.27	24.51	24.76	25.26	26.07	26.59	26.86	27.13	27.67	26.07	26.59	26.86	27.13	27.67	26.86	27.13	27.67	28.08	28.48	27.29	27.69	27.89	28.29	28.69	28.09	28.29	28.69	29.09	
15 yr	24.66	25.16	25.41	25.66	26.17	27.10	27.65	27.93	28.21	28.77	27.10	27.65	27.93	28.21	28.77	27.93	28.21	28.77	29.18	29.58	28.39	28.79	28.99	29.39	29.79	29.19	29.39	29.79	30.19	
20 yr	25.54	26.05	26.31	26.57	27.10	28.09	28.65	28.94	29.23	29.81	28.09	28.65	28.94	29.23	29.81	28.94	29.23	29.81	30.22	30.62	29.43	29.83	30.03	30.43	30.83	30.23	30.43	30.83	31.23	
30 yr			27.21	27.48	28.03																									

\$4.00 additional per week per license all groups (.10 cents/Hour)

\*Custodians hired at Step 1 will be placed on Step 2 after the six month civil service probationary period

# 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 799-3086  
FAX (508) 799-3190

October 13, 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 Massachusetts Laborers' District Council for and on behalf of the Worcester Public Service Employees Local Union 176 of the Laborers' International Union of North America, AFL-CIO, Custodians, effective July 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 Memorandum of Agreement between the Worcester School Committee and the Massachusetts Laborers' District Council for and on behalf of the Worcester Public Service Employees Local Union 176 of the Laborers' International Union of North America, AFL-CIO, Custodians.

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 Massachusetts Laborers' District Council for and in behalf of Worcester Public Service Employees Local Union 176 of the Laborers' International Union of North America, AFL-CIO, Custodians 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 July 1, 2013 through June 30, 2016 shall remain in effect with the following amendments:

1. **DURATION.** Amend language to reflect a contract duration of one year from July 1, 2016 through June 30, 2017.
2. **ARTICLE V OVERTIME WORK.** The Parties have agreed that despite the language which currently exists in the collective bargaining agreement providing for the reduction of the so-called "custodial personnel level" below 152 from time to time in proportion equal to that of layoffs affecting teaching staff in the District, the custodial personnel level for the period of July 1, 2016 through June 30, 2017 shall be 152. To the extent that the School Committee determines during the period from July 1, 2016 through June 30, 2017 not to fill up to the 152 custodial staff positions, those unfilled vacancies will be eligible for manpower. This agreement does not affect any arguments made by either side as to the impact and meaning of the language appearing in the contract relating to reductions in the custodial personnel level either in the past or which might occur subsequent to July 1, 2017 and this agreement shall not be admissible in any grievance or arbitration over the issue relative to past reductions or reductions occurring in the future to the custodial personnel level. Effective July 1, 2017, the custodial personnel level shall be returned to the level in effect under the language as it existed on June 30, 2016.
3. **ARTICLE XI VACATION.** The Parties have agreed to establish a pilot program relating to the use of vacation time by certain members. Because of the timing of the Parties reaching agreement on this pilot program, the vacation benefit year has already begun, and the contemplated pilot program will not have its desired full impact during the one year term of the collective bargaining agreement contemplated by this Memorandum of Agreement. Accordingly, the pilot program will be extended through the date of June 30, 2018 and will expire on its own terms on that date unless it is extended by mutual agreement of the Parties. To memorialize this pilot program, add a new Paragraph 4 to Section H as follows:

"The Parties have agreed to a pilot program through June 30, 2018. During the term of this pilot program, employees with continuous service of more than five (5) years, shall only be required to take five (5) days of their annual vacation allotment during the summer vacation period and the remainder may be taken during the normal school year in accordance with the vacation rules. This pilot program shall expire on June 30, 2018 on its own terms and without any further action required of the parties and will only be extended if mutually agreed by the Parties."



- 4. ARTICLE XVI SALARIES FOR EMPLOYEES 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 July 1, 2016: Two (2%) Percent Increase.

- 5. ARTICLE XXI SICK LEAVE BANK PLAN.** Revise Paragraph 1 to read: "All custodians employed by the School Committee in positions covered by this collective bargaining agreement are eligible to participate in the Sick Leave Bank."

**6. 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.

**7. ARTICLE XXVII 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.
8. At its meeting of October 1, 2015, the School Committee moved and voted to refer the issue of a home rule petition to the City Manager and the City's Human Resource Department to address the lack of permanent appointment status for certain members of this bargaining unit under the Civil Service law. The School Committee, although without authority to address this directly, continues to support a home rule petition to address this concern.

**9. 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.

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

**For the Union:**

Paul C. Gray M.D.C.  
S. R. K. Local 176  
Paul Jun

Dated: 9/27/14

**For the School Committee:**

Mariana Y. Bianchini  
 Molly O'Mullane  
 [Signature]  
 Brian A. O'Connell  
 John Monfredo  
~~Diana Salas~~

Dated:

Dated: March 21, 1967