

WORCESTER PUBLIC SCHOOLS



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

DR. JOHN E. DURKIN ADMINISTRATION BUILDING
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TO: Ms. Boulais
FROM: Helen A. Friel
DATE: November 7, 2017

At the School Committee meeting that was held on Thursday, November 7, 2017, the following motion was 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 272 of the Laborers' International Union of North America, AFL-CIO, Educational Secretaries, for the term of July 1, 2016 through June 30, 2017.

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

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

Sincerely,

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

HAF/cmm
Enc.

cc: Superintendent Binienda
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 272 of the Laborers' International Union of North America, AFL-CIO, Educational Secretaries 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. **ARTICLE III SALARIES.** The Parties have agreed to the following increases to all steps on the salary scale on the following dates:
 - A. Effective retroactive to July 1, 2017: Two Percent (2%) Increase;
 - B. Effective July 1, 2018: Two Percent (2%) Increase; and
 - C. Effective July 1, 2019: Two Percent (2%) Increase.
2. **ARTICLE XI GENERAL PROVISIONS.** Sections A(1) and A(2). Replace the second sentence in both sections with the following: "Secretaries will have five (5) working days (which must fall on both sides of a weekend) from the date of announcement to apply for the position."
3. **ARTICLE XI GENERAL PROVISIONS.** Add a new Section E 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."
4. **CIVIL SERVICE.** the Association 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.
5. **ARTICLE XVIII 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, 2017.
- (b) Effective November 3, 2017, or as soon as practicable thereafter, 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 November 3, 2017, or as soon as practicable thereafter, increase the co-pays for PCP office visits for all tiers by \$5.00.
- (d) Effective November 3, 2017, or as soon as practicable thereafter, increase the co-pays for specialist office visits up to a maximum not to exceed \$50.00.
- (e) Effective November 3, 2017, or as soon as practicable thereafter, increase the ER copay to \$150.00 per visit.
- (f) Effective November 3, 2017, or as soon as practicable thereafter, increase the Inpatient Hospital Copay to a maximum not to exceed \$1,000.00 for each plan.
- (g) Effective November 3, 2017, or as soon as practicable thereafter, 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 (i.e. New Plan – New Settled Benefit Summary – [C]).

6. ARTICLE XVI HEALTH INSURANCE.

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

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

- b. Remove references to specific health insurance carriers and specific plan designs.
c. Update Paragraph D to incorporate changes and consideration identified herein.

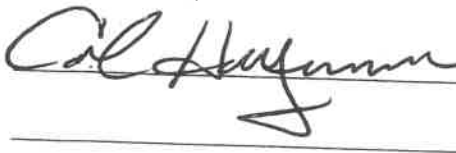
- 7. ARTICLE XXII DURATION.** This composite contemplates the parties entering into two collective bargaining agreements covering the period of July 1, 2016 through June 30, 2020. The first agreement shall be effective from July 1, 2016 through June 30, 2017. The second agreement shall be effective from July 1, 2017 through June 30, 2020.

- 8. HOUSEKEEPING REVISIONS.** The Parties have agreed that as part of the preparation of the fully integrated contract document, such housekeeping changes as are deemed mutually agreeable shall be made, including changes necessary to remove outdated language or other benefits which are no longer operative. This shall include replacing references to Local 176 with Local 272.

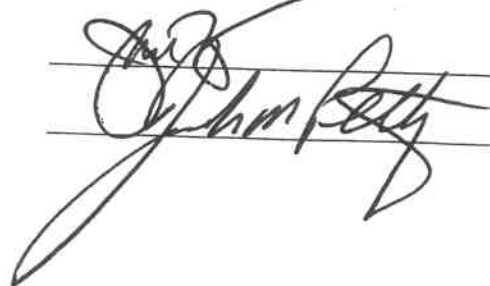
- 9. Integrated Contract Document.** The Parties agree that in the event of a ratification of this Memorandum of Agreement by all Parties, the Parties will cooperate in the preparation of a fully integrated collective bargaining agreement reflecting the changes contained in this Memorandum of Agreement.

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

For the Union:

 10.25.17

For the School Committee:



Dated:

Brian A. O'Connell

John Monpeda

Mollyneux

~~Blanchard~~

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 II of this agreement. The action of the appointing authority shall be final, unless the action is found to be without cause by the arbitrator.

**NEW PLAN – NEW SETTLED BENEFIT SUMMARY – [C]
JULY 1, 2017**

BENEFIT	CITY OF WORCESTER DIRECT	CITY OF WORCESTER ADVANTAGE		BCBS NETWORK BLUE NEW ENGLAND	BCBS BLUE CARE SELECT PREFERRED Those Residing out of New England only	
		Tier 1	Tier 2		In Network	Out of Network
Deductible	\$400 Ind/\$800 Fam	\$500 Ind/\$1,000 Fam		\$500 Ind/\$1,000 Fam	\$500 Ind/\$1,000 Fam	
Out of Pocket Maximum	\$5,000 Ind/\$10,000 Fam – Med \$2,000 Ind/\$4,000 Fam – Rx	\$5,000 Ind/\$10,000 Fam – Med \$2,000 Ind/\$4,000 Fam – Rx		\$5,000 Ind/\$10,000 Fam – Med \$2,000 Ind/\$4,000 Fam – Rx	\$5,000 Ind/\$10,000 Fam – Med \$2,000 Ind/\$4,000 Fam – Rx	
Wellness Visit	\$0	\$0		\$0	\$0	20% co-insurance after deductible
PCP Office Visit	\$20	\$20	\$25	T1: \$20 T2: \$30 T3: \$40	\$40	20% co-insurance after deductible
Specialist Visit	\$35	\$40	\$50	\$50	\$50	20% co-insurance after deductible
Prescriptions	Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply	Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply		Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply	Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply	
Inpatient Hospital	\$275 after deductible	\$275 after deductible	\$750 after deductible	T1: \$275 - no deductible T2: \$500 T3: \$1,000 after deductible	10% co-insurance after deductible	30% co-insurance after deductible
Outpatient Surgery	\$250 after deductible	\$250 after deductible	\$500 after deductible	Surgical day care facility – T1: \$250 - no deductible T2: \$250 T3: \$750 Ambulatory surgical facility – \$150 after deductible	Office setting \$35 Ambulatory surgical facility \$500 per admits after deductible	20% co-insurance after deductible
Diagnostic Services Lab, X-ray, etc.	Covered in full after deductible	Covered in full after deductible		Covered in full after deductible	10% co-insurance after deductible	30% co-insurance after deductible
CT scans, MRIs, PET scans Hospital Setting	\$50 (non-hospital setting) or \$100 (hospital setting) for MRIs, PET, and CT scans after deductible	\$50 (non-hospital setting) or \$100 (hospital setting) for MRIs, PET, and CT scans after deductible		T1: \$100 T2: \$100 T3: \$500 after deductible	10% co-insurance after deductible	30% co-insurance after deductible
Short-term Rehab: Outpatient, OT, PT	\$20 co-pay 60 visits per plan year after deductible	\$25 co-pay 60 visits per plan year after deductible		\$40 co-pay 60 visits per CY	\$40 co-pay 100 visits per CY no deductible	20% co-insurance 100 visits per CY after deductible
Skilled Nursing	Covered in full Up to 100 days per plan year after deductible	Covered in full Up to 100 days per plan year after deductible		Covered in full Up to 100 days per CY	10% co-insurance Up to 100 days per CY after deductible	30% co-insurance Up to 100 days per CY after deductible
Chiropractor	\$20 co-pay 12 visits per plan year	\$25 co-pay 12 visits per plan year		\$40 co-pay	\$40 co-pay	20% co-insurance after deductible
Outpatient Mental Health	\$20 co-pay	\$20 co-pay		\$20 co-pay	\$40 co-pay	20% co-insurance after deductible
Durable Medical Equipment (wheelchairs, crutches, etc.)	20% co-insurance after deductible	20% co-insurance after deductible		20% co-insurance	20% co-insurance	40% co-insurance after deductible
ER Visit - Waived if Admitted	\$150	\$150		\$150	\$150	\$150
Ambulance	Covered in full if medically necessary or when ordered by a physician after deductible	Covered in full if medically necessary or when ordered by a physician after deductible		Covered in full if medically necessary or when ordered by a physician no deductible	Emergency: 10% co- insurance - no deductible. Medically necessary: 10% co-insurance after deductible	Emergency: 10% co- insurance - no deductible Medically necessary: 30% co-insurance after deductible
PREMIUM RATES Mo. Prem. Indiv/Fam	\$526.23/\$1,337.06	\$657.32/\$1,632.00		\$775.88/\$2,005.93	\$875.75/\$2,264.40	
Employee Weekly Cost	Ind: \$30.36 Fam: \$77.14	Ind: \$37.92 Fam: \$94.15		Ind: \$44.76 Fam: \$115.73	Ind: \$50.52 Fam: \$130.64	
Monthly Cost	Ind: \$131.56 Fam: \$334.27	Ind: \$164.33 Fam: \$408.00		Ind: \$193.97 Fam: \$501.48	Ind: \$218.94 Fam: \$566.10	

*This is a brief summary of some of the benefits offered. Additional details can be found in the complete plan descriptions.

**Mandatory mail-away for maintenance drugs, or 90-day at retail for maintenance drugs; however, only allowed at CVS pharmacies.

Health and Dental Insurance Rates (*)

Effective July 1, 2017.

NEWLY SETTLED [C]

Blue Care Elect Preferred (PPO) - \$40PCP/\$50SP IN/20% co-insurance after deductible OON (PCP & SP), \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx

Network Blue New England - \$20/\$30/\$40PCP/\$50SP, \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx, \$150 ER, \$250/\$250/\$750 OP*, \$275/\$500/\$1,000 IP*

City of Worcester Advantage - \$20/\$25PCP/\$40/\$50, \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx, \$150 ER, \$250/\$500 OP*, \$275/\$750 IP*

City of Worcester Direct - \$20PCP/\$35SP, \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx, \$150 ER, \$250 OP*, \$275 IP*

	Monthly Premium	City Share %	Monthly City Share	Monthly Employee Share	Weekly Deduction	Bi-Weekly Deduction	Semi Monthly Deduction	<u>COBRA RATES</u>
BCBS Blue Care Elect Preferred (PPO) - For out of New England members only								
Individual	\$875.75	75%	\$656.81	\$218.94	\$50.52	\$101.05	\$109.47	\$893.27
Family	\$2,264.40	75%	\$1,698.30	\$566.10	\$130.64	\$261.28	\$283.05	\$2,309.89
BCBS Network Blue New England								
Individual	\$775.88	75%	\$581.91	\$193.97	\$44.76	\$89.52	\$96.99	\$791.40
Family	\$2,005.93	75%	\$1,504.45	\$501.48	\$115.73	\$231.45	\$250.74	\$2,046.05
City of Worcester - DIRECT - HMO								
Individual	\$526.23	75%	\$394.67	\$131.56	\$30.36	\$60.72	\$65.78	\$536.75
Family	\$1,337.06	75%	\$1,002.80	\$334.27	\$77.14	\$154.28	\$167.13	\$1,363.80
City of Worcester Advantage - HMO								
Individual	\$657.32	75%	\$492.99	\$164.33	\$37.92	\$75.84	\$82.17	\$670.47
Family	\$1,632.00	75%	\$1,224.00	\$408.00	\$94.15	\$188.31	\$204.00	\$1,664.64
Altus Dental Option 1 - High								
Employee/Retiree	\$42.66	0%	0	\$42.66	\$9.84	\$19.69	\$21.33	\$43.51
Two Person	\$85.31	0%	0	\$85.31	\$19.69	\$39.37	\$42.66	\$87.02
Family	\$127.87	0%	0	\$127.87	\$29.51	\$59.02	\$63.94	\$130.43
Altus Dental Option 2 - Low								
Employee/Retiree	\$37.36	0%	0	\$37.36	\$8.62	\$17.24	\$18.68	\$38.11
Two Person	\$74.71	0%	0	\$74.71	\$17.24	\$34.48	\$37.36	\$76.20
Family	\$108.02	0%	0	\$108.02	\$24.93	\$49.86	\$54.01	\$110.18

* ONLY Retirees can have a 2-Person Dental Plan

UnitedHealthcare Vision

Employee/Retiree	\$5.36	0%	0	\$5.36	\$1.24	\$2.47	\$2.68	\$5.47
Employ/Ret & Dependent	\$10.72	0%	0	\$10.72	\$2.47	\$4.95	\$5.36	\$10.93
Family	\$16.08	0%	0	\$16.08	\$3.71	\$7.42	\$8.04	\$16.40

UNUM Optional Life Insurance - Age-bands

You can elect coverage in \$10,000 increments, the lesser of 3x your annual salary or \$500,000.

Calculate premium: Amount elected divided by 1,000, then multiply by the rate = monthly cost.

Employee - Age:	<30	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69 70 - 74
Rate:	\$0.122	\$0.137	\$0.161	\$0.221	\$0.310	\$0.472	\$0.832	\$0.976	\$1.725 \$2.857
Spouse - Age:	<30	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69 70 - 74
Rate:	\$0.092	\$0.107	\$0.131	\$0.191	\$0.280	\$0.442	\$0.802	\$0.946	\$1.695 \$2.827

(*Listed premiums, plan designs, and contribution rates are subject to changes due to Collective Bargaining or by the authority of the City Manager when applicable.)

THE FOLLOWING GROUPS ARE COVERED UNDER THIS PLAN:

Bus Drivers	School Nutrition	COW Exec Mgmt	ALL Non-Represented	Tradesmen
Bus Monitors	Plumbers/Steamfitters	Custodians	52 Week Admin Sec	

School Clerical

ELEMENTARY - 189 Days @ 6 Hours per Day - 42 Week
Word Processor - Clerk Typist

STEP	9/1/2015 (2%) T19	7/1/17 (2%) T00	7/1/2018 (2%) T04	7/1/2019 (2%) T08
1	21,698.46	22,132.43	22,575.08	23,026.58
2	22,437.42	22,886.17	23,343.89	23,810.77
3	23,107.95	23,570.11	24,041.51	24,522.34
4	23,833.24	24,309.91	24,796.11	25,292.03
5	24,517.47	25,007.82	25,507.98	26,018.14
6	25,229.07	25,733.65	26,248.32	26,773.29
7	26,392.25	26,920.10	27,458.5	28,007.67
10 yr.	27,076.48	27,618.01	28,170.37	28,733.78
15 yr.	27,801.75	28,357.79	28,924.95	29,503.45
20 yr.	28,499.67	29,069.66	29,651.05	30,244.07
25 yr.	29,240.15	29,824.95	30,421.45	31,029.88

SECONDARY - 192 Days @ 6.25 Hours per Day - 42 Week
Word Processor - Clerk Typist

STEP	9/1/2015 (2%) T29	7/1/17 (2%) T01	7/1/2018 (2%) T05	7/1/2019 (2%) T09
1	22,772.34	23,227.78	23,692.34	24,166.19
2	23,539.70	24,010.49	24,490.70	24,980.51
3	24,278.37	24,763.94	25,259.22	25,764.40
4	25,031.36	25,531.99	26,042.63	26,563.48
5	25,769.78	26,285.17	26,810.87	27,347.09
6	26,508.44	27,038.61	27,579.38	28,130.97
7	27,724.82	28,279.32	28,844.91	29,421.81
10 yr.	28,448.88	29,017.86	29,598.22	30,190.18
15 yr.	29,100.43	29,682.44	30,276.09	30,881.61
20 yr.	29,954.89	30,553.99	31,165.07	31,788.37
25 yr.	30,736.14	31,350.86	31,977.88	32,617.44

School Clerical

ELEMENTARY - 202 Days @ 6 Hours per Day - 44 Week
Word Processor - Clerk Typist

STEP	9/1/2015 (2%) T59	7/1/17 (2%) T02	7/1/2018 (2%) T06	7/1/2019 (2%) T50
1	23,190.94	23,654.76	24,127.86	24,610.42
2	23,980.74	24,460.35	24,949.56	25,448.55
3	24,697.39	25,191.34	25,695.17	26,209.07
4	25,472.56	25,982.01	26,501.65	27,031.68
5	26,203.85	26,727.93	27,262.49	27,807.74
6	26,964.40	27,503.69	28,053.76	28,614.84
7	28,207.59	28,771.74	29,347.17	29,934.11
10 yr.	28,938.88	29,517.66	30,108.01	30,710.17
15 yr.	29,714.05	30,308.33	30,914.5	31,532.79
20 yr.	30,459.95	31,069.15	31,690.53	32,324.34
25 yr.	31,251.38	31,876.41	32,513.94	33,164.22

SECONDARY - 202 Days @ 6.25 Hours per Day - 44 Week
Word Processor - Clerk Typist

STEP	9/1/2015 (2%) T69	7/1/17 (2%) T03	7/1/2018 (2%) T07	7/1/2019 (2%) T51
1	23,958.40	24,437.57	24,926.32	25,424.85
2	24,765.73	25,261.04	25,766.26	26,281.59
3	25,542.87	26,053.73	26,574.80	27,106.30
4	26,335.08	26,861.78	27,399.02	27,947.00
5	27,111.95	27,654.19	28,207.27	28,771.42
6	27,889.10	28,446.88	29,015.82	29,596.14
7	29,168.83	29,752.21	30,347.25	30,954.20
10 yr.	29,930.60	30,529.21	31,139.79	31,762.59
15 yr.	30,616.07	31,228.39	31,852.96	32,490.02
20 yr.	31,515.05	32,145.35	32,788.26	33,444.03
25 yr.	32,336.98	32,983.72	33,643.39	34,316.26