

# WORCESTER PUBLIC SCHOOLS



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

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November 12, 2014

Mr. Leonard Zalauskas  
President  
EAW  
397 Grove Street  
Worcester, MA 01608

Dear Mr. Zalauskas:

At the School Committee meeting that was held on Thursday, November 6, 2014, the following motion was made:

Pursuant to action taken in Executive Session, it was moved to approve the Memorandum of Agreement between the Worcester School Committee and the Educational Association of Worcester on behalf of the Tutors, effective January 1, 2013 through December 31, 2015.

On a roll call of 6-0-1 (absent-Miss Biancheria), the motion was approved.

Attached please find a fully executed copy of the 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/tlg  
Enc.

cc: Dr. Boone  
Mr. Allen  
Mrs. Luster  
Mr. Brophy

## MEMORANDUM OF AGREEMENT

The Worcester School Committee and the Educational Association of Worcester on behalf of the Tutors 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 period from January 1, 2010 – December 31, 2012, shall remain in effect with the following amendments:

1. **WAGES.** The Parties have agreed to the following increases to all steps on the salary scales on the following dates:
  - A. Effective retroactive to January 1, 2013: Two (2%) Percent Increase;
  - B. Effective on retroactive to January 1, 2014: Two (2%) Percent Increase; and
  - C. Effective on January 1, 2015: Two (2%) Percent Increase.
2. **Article XIII Duration of Agreement.** Amend contract language to reflect a three year duration from January 1, 2013 through December 31, 2015.
3. **TRANSITION OF ESL TUTORING WORK.** The Parties acknowledge and agree that the District will be posting and filling various full-time positions involving ESL Tutoring work, which positions will be positions covered by the Collective Bargaining Agreement between the School Committee and the EAW, Tutors Unit (hereinafter, the "Tutors' Contract"). The terms and conditions applicable to those newly posted and filled positions will be defined by the Tutors' Contract. This work, which has historically been performed when performed on a full-time basis by Instructional Assistants, will be performed beginning with the start of the 2014/2015 school year by members of the Tutors' Unit and not by members of the Instructional Assistant Unit. Members of the bargaining unit performing this full-time work will be members of the so-called Full-Time Unit of this collective bargaining agreement.
4. **Article II Recognition.** Amend the recognition clause to read as follow:

"The School Committee recognizes the Educational Association of Worcester as the exclusive bargaining representative in all matters of employment for all personnel engaged as English As A Second Language Tutors (hereinafter referred to as ESL Tutors) by the Worcester Public Schools and the Association recognizes the School Committee as the governing body of the Worcester Public Schools. The ESL Tutors shall be divided into two separate units as follows:

Part-Time Tutors Unit: Part-Time Employees in the title of ESL Tutors, which shall include those working fewer than thirty hours per work week.

Full-Time Tutors Unit: Full-Time Employees in the title of ESL Tutors, which shall include those working thirty or more hours per work week."
5. **Salary Scales.** The collective bargaining agreement shall contain a salary scale containing the hourly rate which is applicable to all full-time and part-time bargaining unit members in the form attached hereto. In the case of employees who transition to this bargaining unit from the

Instructional Assistants Bargaining Unit, they shall be placed on the step on the Tutor's salary scale which is closest to the salary step they were on when they transitioned from the Instructional Assistant bargaining unit to the Full-Time Tutors bargaining unit.

6. **Health Insurance.** Revise collective bargaining agreement to separate health insurance language from Article VIII General, Section J and make it a separate article in the collective bargaining agreement with language similar to that included in teachers' collective bargaining agreement relating to changes to BC/BS and right to approach EAW regarding bargaining over changes to health insurance.
7. **ARTICLE XI EVALUATIONS.** 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 and process 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 1, 2014. 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 2014/2015 contract year. To the extent that agreement is not reached by June 1, 2014, the joint committee will continue its work until agreement is reached, with implementation occurring as soon as practicable thereafter. Among the items to be discussed by the committee is the manner in which absenteeism shall be addressed in the evaluation instrument.
8. **ARTICLE V SICK LEAVE.** Revise Paragraph I to read: "ESL Tutors may use up to a maximum of ten (10) sick days per year to attend to the illness of a spouse, child or parent."
9. **ARTICLE VI LEAVES OF ABSENCE** Paragraph 1, add "step-mother", "step-father", "grandparents", and "grandchild" to the list of relationships in the first sentence.
10. **Unit B Benefits.** As part of the transition of the Full-Time ESL Tutor positions to this collective bargaining agreement, it was agreed that effective with the start of the 2014/2015 school year, Full-Time ESL Tutors will be entitled to and/or subject to the certain terms and conditions of employment derived from the Instructional Assistant collective bargaining agreement in effect at the time of transition. These represent separate and distinct terms and conditions not applicable to Part-Time ESL Tutors, except where indicated below that they apply to both units. It is the intent of the Parties, in the preparation of the integrated collective bargaining agreement, to specify where distinctions exist between the Full-Time ESL Tutors Unit members and the Part-Time ESL Tutors Unit members. Accordingly, and effective with the start of the 2014/2015 school year, the following terms and conditions shall be included in the Tutors' collective bargaining agreement (references are to Instructional Assistant Articles and Paragraphs), and except where indicated that they apply to both units, they shall apply only to the Full-Time ESL Tutor Unit members:

- A. Article VII, Paragraph D, Just Cause Language;
- B. Article IV, Paragraph A, Starting with “[Instructional Assistants] Full-Time ESL Tutors shall earn sick leave at the rate of one (1) day per month ...”
- C. Article IV, Paragraph F, Sick Leave Buyback Language;
- D. Article V, Paragraph 5(a), Three Personal Days Language and *apply Article V, Paragraph 5(b) to both Full-Time and Part-Time ESL Tutor Unit members*;
- E. Article V, Paragraph 6, Attendance in Court Language;
- F. Article V, Paragraph 8, Religious Leave Language – *Apply to both Full-Time and Part-Time ESL Tutor Unit members*;
- G. Article V, Paragraph C, Professional Leave Language;
- H. Article V, Paragraph D(6), Maternity Leave Language;
- I. Article V, Paragraph E, Unpaid Leave Status Language;
- J. Article VI, Paragraph A, Work Year Language;
- K. Article VI, Paragraph B(4), Overtime Language;
- L. Article VI, Paragraph C, Attendance of Faculty Meetings Language;
- M. Article VI, Paragraph B(1), Cancelled Days Language; and
- N. Article X, Paragraph G, Longevity Language.

Where no distinction is specifically made in the collective bargaining agreement between the Full-Time ESL Tutors Unit members and the Part-Time ESL Tutors Unit members, the stated benefit or contract provision shall apply to the members of both units. The transition of the full-time ESL Tutor role from the IA contract to the Tutor contract shall not result in any duplication of the payment of any benefit during the transition year.

- 11. **Full-Time ESL Tutors Work Day.** Insert language in Article VII defining the work day as six and one-half hours, inclusive of an unpaid ½ hour lunch, which work day shall be scheduled by the Director of ESL.
- 12. **Sick Bank.** Given the size of the ESL Tutors bargaining units, members of those units will not be eligible to participate in any sick bank. Accordingly, upon the transition of the full-time ESL Tutoring work at the start of the 2014/2015 school year, any Full-Time ESL Tutor who has previously contributed sick days to the Instructional Assistant Sick Bank shall have returned to him or her and be credited with those days to the extent not previously utilized by that employee through a claim under the sick bank.
- 13. **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 will cooperate, if necessary, to address any unanticipated issues presented by the transition of certain employees from the Instructional Assistant bargaining unit to the Full-Time Tutors Unit.
- 14. **This Agreement is subject to ratification by the Union and ratification and funding by the School Committee.**

For the Union:

Leonard Zolankay

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: 10/31/14

For the School Committee:

~~Shirley~~  
Deacy O'Connell Perick

\_\_\_\_\_  
Brian O'Connell

Hilda Laminis

John Mayhew

Dated:

# ESL TUTORS - Represented Employees

19.5 Hours Per Week	Q42	TBD	TBD	TBD
	2.00%	2.00%	2.00%	2.00%
STEP	01/01/12	01/01/13	01/01/14	01/01/15
1 yr	24.62	25.11	25.61	26.13
3 yrs	25.22	25.72	26.24	26.76
4 yrs	25.90	26.42	26.95	27.49
5 yrs	27.74	28.29	28.86	29.44

183 days @ 6 Hours		TBD	TBD	TBD
	2.00%	2.00%	2.00%	2.00%
STEP	01/01/12	01/01/13	01/01/14	01/01/15
1 yr	\$27,033	\$27,573	\$28,125	\$28,687
3 yrs	\$27,692	\$28,245	\$28,810	\$29,387
4 yrs	\$28,438	\$29,007	\$29,587	\$30,179
5 yrs	\$30,459	\$31,068	\$31,689	\$32,323

**AGREEMENT**

**Between the**

**WORCESTER SCHOOL COMMITTEE**

**And the**

**E.S.L. TUTORS**

**Educational Association of Worcester**

**January 1, 2009 – December 31, 2009**

**Followed by**

**January 1, 2010 – December 31, 2012**

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## **ARTICLE I AGREEMENT**

This Agreement is made and entered into this 1<sup>ST</sup> day of November 2012 in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, by and between the WORCESTER SCHOOL COMMITTEE (hereinafter referred to as the Committee) and the WORCESTER PUBLIC SCHOOLS ENGLISH AS A SECOND LANGUAGE TUTORS ASSOCIATION (hereinafter referred to as the Association.)

## **ARTICLE II RECOGNITION**

The School Committee recognizes the Educational Association of Worcester as the exclusive bargaining agent and representative in all matters of employment for all personnel engaged as English As A Second Language Tutors (hereinafter referred to as ESL Tutors) by the Worcester Pubic Schools and the Association recognizes the School Committee as the governing body of the Worcester Public Schools.

## **ARTICLE III GRIEVANCE PROCEDURE**

- A. A grievance is hereby defined as an express violation of specific terms of this Agreement.
- B. Grievances, if informal discussion does not resolve the difference, 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 events or events giving rise to the grievance.
  - 2. An employee with a grievance shall present it in person to his/her building principal. The building principal 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 has not been settled to the satisfaction of the aggrieved employee at the building principal's level, or if no written decision has been received within ten (10) working days after the meeting with the principal, the aggrieved party may move to the next level of the grievance procedure.
- b. The appropriate supervisor and/or the Human Resource Manager or his designee, within ten (10) working days thereafter, shall meet with the aggrieved person, the Chairperson of the Association's Grievance Committee and/or the President of the Association in attempt to settle the grievance. The grievance may be answered in writing. If the grievance has not been disposed of to the satisfaction of the aggrieved employee at the level of appropriate supervisor and/or 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 Chairperson of the Association's Grievance Committee and/or the President of the Association and attempt to settle the grievance. The grievance shall be answered in writing. If the grievance has not been disposed of to the satisfaction of aggrieved employee at the level of the Superintendent, 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 School Committee within ten (10) working days. The School Committee will hold a hearing on said grievance within fifteen (15) working days. Said hearing to be open only at the mutual consent of both parties. The School Committee shall render its decision within fifteen (15) working days of said hearing. Issues involving hiring, assignments, promotions and disciplinary matters will bypass the School Committee level and go directly to arbitration.
- d. If the employee alleging a grievance is not satisfied with the decision of the School Committee, the Association may file within thirty (30) days, at the request of the employee, an application with the American Arbitration Association. The School Committee reserves the right to insist upon a court determination of the jurisdiction of the arbitrator.
- 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 AAA shall be shared equally by the Association and the Committee.
- g. A grievance that affects a group of or is of a general nature may be commenced by the Association by submitting it in writing to the Superintendent or his designee. If the nature of the Alleged grievance is peculiar to a particular building, the grievance must first be initiated at the level of the building principal. If the grievance is not resolved at the building principal's level, it then goes to the level of the Superintendent or his designee.

#### **ARTICLE IV DISCIPLINE**

- A. A member of the bargaining unit who has worked three (3) years or more, who has been discharged, suspended, reduced in rank or compensation will have the opportunity to submit his/her explanation of the event. Such explanation shall be attached to the document of discipline and included in the personnel file of the member of the bargaining unit. The member of the bargaining unit is entitled to a fair and reasonable explanation of the discipline.
- B. A discharge, suspension, reduction in rank or compensation of a member of the bargaining unit will not be subjected to the grievance procedure except where the Association claims that the discharge, suspension, reduction in rank or compensation of the bargaining unit member was done in an arbitrary and capricious manner. The burden of proof and the burden of going forward is on the grievant.

#### **ARTICLE V SICK LEAVE**

- A. During the first three (3) years of employment, the Tutors shall be credited with one-half (1/2) day of sick leave on the first day of each month the Tutor is employed, to a maximum of five (5) days per school year. The Tutors shall be

credited with five (5) days sick leave at the onset of the fourth year of employment and at the commencement of each year thereafter. Accumulation of sick leave shall be limited to seventy-five (75) days.

Effective September 1, 1999, a newly hired Tutor (hired after June 30, 1999) will not start to earn sick leave, in accordance with the above formula, until the Tutor has completed four (4) months of work.

Effective September 1, 2000, a Tutor shall be credited with seven (7) days sick leave at the outset of the fourth year of employment and at the commencement of each year thereafter.

- B.
  - 1. A person who is collecting Worker's Compensation may use accumulated sick leave to make up the difference, if any, between his/her regular pay and the Worker's Compensation payments.
  - 2. Employees who are physically unable to return to their original assignment may be asked to return to work in a different open position within the bargaining unit if they are capable of performing the duties of the assignment and if they are willing to do so.
- C. Members of the bargaining unit will receive written notification of their accumulated sick leave by September 30<sup>th</sup> of each school year.
- D. In cases where the evidence appears to establish a pattern of sick leave abuse, the Superintendent or his designee may require an employee to verify by a doctor's certificate the listing of any absence as a sick day. 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 Association will be notified.
- 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. Members of the bargaining unit serving the Worcester Public School System for a minimum of twenty (20) years inclusive of approved leaves of absence, shall, upon termination, except for dismissal for just cause, receive compensation for unused accumulated sick leave at the rate of ten dollars (\$10.00) per day.
- G. Whenever a Tutor is absent from his/her duties as a result of personal injury caused by an assault occurring in the course of his/her employment, he/she will be paid his/her regular salary, less Worker's Compensation payments, for the period of such absence up to two (2) years from the date of injury and no part of such absence will be charged to his/her annual sick leave.
- H. A Tutor who is absent from his/her assigned work schedule shall report such absence prior to the scheduled start of the school day by calling the E.S.L. Office and the school to which the Tutor is assigned.
- I. Tutors may use up to a maximum of five (5) sick days per year to attend to the illness of a spouse, child or parent.
- J. No sick leave allowance will be granted to an employee who is out of the Commonwealth of Massachusetts, unless the employee can produce a doctor's note or other suitable documentation that: 1) medical treatment was sought while outside the Commonwealth or 2) the travel out of the Commonwealth is required in order to secure necessary medical treatment. Other exceptions to this policy may be requested from the Superintendent, who shall have the discretion to either grant or deny such a request.

**ARTICLE VI  
LEAVES OF ABSENCE**

**A. Leaves with pay:**

1. Death in the immediate family – employees shall be entitled to a leave of absence up to five (5) consecutive days when the death of a wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, son, daughter, step-children, relative living in the same household or someone who has acted in "loco parentis" occurs in the family of the employee. Such leave shall be without loss of salary and will take effect from the date of death. Should the death occur at any time during the work day of the employee, that day shall not be considered as the day of death normally applied to this provision. Such five (5) consecutive days include holidays, Saturdays and vacation days. Sundays are specifically excluded and shall not be counted. In the event that the funeral services are not held immediately after the death, then the bereavement leave may be delayed to better coincide with the funeral services. Such delay may be requested by the employee and approved by the Human Resource Manager, which approval will not be unreasonably withheld.
2. A leave of one (1) day will be granted to attend the funeral of a grandmother, grandfather, grandchild, cousin, niece, nephew, uncle, aunt, brother-in-law or sister-in-law.
3. Necessary time may be granted by the building principal for the employee to attend the funeral of an employee or dear friend. If a full day is taken under this section, the day will be a day without pay.

4. Absence for Jury Duty – the employer will make up the difference, if any, between the bargaining unit member's regular pay and the compensation received for Jury Duty.
5. Members will be eligible for one personal day to attend to personal business. The employee shall be required to submit a reason for such requested leave in advance. Such leave shall not be utilized so as to extend a holiday or vacation period.
6. The School Committee shall grant leave of absence with pay to observe religious holy days where the tenets of one's recognized religion, as referenced by the NCCJ, obligate abstention from work or where the required religious observation of the day necessary conflicts with the school day. Such days shall not exceed two (2) days for any one individual in any given year.

B. Leaves without pay:

1. Any Tutor with five (5) or more years service upon his/her written request may be granted an unpaid leave to accept an appointment to the EAW/MTA/NEA.
2. Other leaves of absence without pay may be granted at the sole discretion of the Superintendent or designee.  
  
Any employee who takes an unpaid leave of absence without advance authorization from the Superintendent, or designee, will be deemed to have abandoned his/her position and will be removed from the payroll, unless an emergency exists and notice is given to the Department Supervisor or Human Resource Manager by 12 noon the day following the first day of absence.

3. A leave of absence without pay for up to twelve (12) weeks may be granted to a Tutor for the purpose of caring for a sick member of the Tutor's family. The implementation of this policy will be consistent with the terms of the Family Leave Act.

C. Professional Leave:

If a Tutor is required to attend a conference or workshop that is held during the Tutor's normal work day, the Tutor will be paid for the time at the conference just as if it were a normal work day. The employee will also be entitled to any mileage reimbursement at the city rate.

Effective September 1, 1999: Upon the request of the Tutor, and with the approval of the Superintendent or his designee, a leave shall be granted to the Tutor for the purpose of attending a professional conference in the field of E.S.L. (or E.S.L. related). Such approval shall not be unreasonably withheld. The Tutor will be paid for the number of hours ordinarily worked on the day(s) of such leave. The duration of such individual paid leave shall not exceed two (2) days length. In addition, the total number of leaves granted under this provision shall not exceed five (5) in any one school year. Further, an employee shall be limited to one (1) such leave per school year. From year to year the approval of such requests will be on a fair and equitable basis among the Tutors who apply for such professional leave.

D. Maternity Leave:

1. 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, where possible, notify the Administration of any request for leave on account of pregnancy and the dates of such leave.



2. A member of the bargaining unit may continue at her assigned position. However, continued employment shall depend on the physical condition and the ability of the employee to perform her usually assigned duties without danger to herself or students.
3. The Committee or its designee may require the member to submit adequate medical evidence (including the results of a medical examination by a physician of her choice) of the mother's ability to continue employment and perform her usually assigned duties without possibility of danger or harm.
4. The parties agree that the following criteria will be used in establishing flexible guidelines for leave on account of pregnancy:
  - a. Under ordinary circumstances, the member will request and be granted a leave of absence commencing no later than three (3) weeks prior to the anticipated date of delivery.
  - b. Such leave will ordinarily be for eight (8) weeks from the date of the child's birth.
5. Leaves of absence because of the member's pregnancy shall be granted by the Committee or its designee on submission of adequate medical evidence. For the purpose of pay a maternity leave will be treated the same as any other disability leave.
6. The member of the bargaining unit shall notify the Superintendent or his designee in no less than thirty (30) days prior to the date she desires to school administration will attempt to assign the member to the same discipline which she held at the time that the leave commenced. If the same position is not available she will be assigned to the most nearly equivalent position which is available at the time of her return for which she is qualified.

7. When a member of the bargaining unit returns from Maternity Leave, the school administration will attempt to assign the member to the same discipline which she held at the time that the leave commenced. If the same position is not available she will be assigned to the most nearly equivalent position which is available at the time of her return for which she is qualified.
8. Nothing herein shall be construed as requiring a pregnant employee to leave her employment (by voluntary termination or leave of absence) for any reason other than her continued ability to perform her usually assigned duties. Upon termination of the members' pregnancy, her return to work will be governed by the above standards.
9. The parties agree that the criteria set out in Section 4 herein are guidelines only and situations involving pregnancy will be treated individually on a case-by-case basis with reference to a member's health and continued ability to work. These provisions shall be liberally interpreted so as to permit total compliance with Federal and State (Massachusetts) laws and regulations governing leave on account of pregnancy.
10. In accordance with Chapter 149, Section 105D, the mother of an adopted child shall be granted up to eight (8) weeks maternity leave upon request.
11. On the occasion of the adoption of a child by the employee's immediate family, male and/or female employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during authorized absence at the time of adoption. At the time of the birth of his child, male employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during an authorized absence at the time of the birth of the child.

This is not intended to expand the use of sick leave for any other circumstances and does not affect the use of sick leave by female employees for periods of authorized absence at the time of the birth of their child, which leave shall be under the same terms and conditions as prior to March 3, 2006.

## **ARTICLE VII WORK YEAR AND HOURS**

- A. The work year for employees in the bargaining unit shall be one hundred seventy-three (173) days. Included in the 173 day schedule are two staff development days (as determined by the school calendar); a general reporting day at both the start and end of the work year (where all Tutors report to a meeting as established by the Department Supervisor). Attendance at the two staff development days and the general reporting days is a professional obligation. It is understood that employees will be paid for attendance at such days.
- B. The work day will be a minimum of three (3) hours per day, with the specific schedule to be determined by the administration based on the needs of the program(s). Efforts will be made to minimize or eliminate the non-paid waiting time between assignments. However, recognizing that some waiting time is unavoidable due to recess/lunch/travel, an annual stipend of \$150.00 in year one of the contract and \$175.00 in year three of the contract and will be paid to those Tutors who have a built-in waiting time of fifteen (15) minutes per day (or seventy-five minutes (75) per week) into their schedule and this stipend will be paid at the end of the work year in June.

- C. If the employee is assigned or selected by the administration to work outside of their regular work year as a paid member of the Curriculum Committee, they shall be paid at their regular hourly rate.
- D. The administration shall attempt to limit the maximum number of students in a Tutor's class to eight (8).
- E. All employees will be required to attend departmental-wide meetings during the year. Attendance at these meetings is a professional obligation and employees will receive no compensation for attendance at such meetings. There will be one meeting in each semester of the school year. The scheduling of the meetings will be announced at least two weeks in advance of the meeting, with the first semester meeting being set by October 1 and the second semester meeting being set by February 1. Each individual meeting will not exceed ninety minutes in length. The meetings will be held on regular pupil session days (after the employees complete their regularly scheduled work day). The purpose of such meetings is to provide in-service training to the Tutors on issues relating to policies, procedures and curriculum.

In addition, all Tutors hired after September 1, 1999, will be required to attend a day (unpaid) of orientation with the Department Supervisor. The length of this orientation day is not to exceed three (3) hours. Unless an emergency situation exists, this orientation day will be held the day prior to the employees starting date of employment. The purpose of the orientation meeting is to review issues related to initial orientation, policies, procedures and curriculum. Up to an additional two days of staff development may be conducted after school hours. Attendance is mandatory. The dates of such days shall be identified at the beginning of the school year. Tutors will be paid for this training at their regular hourly rate.

- F. On days when school is delayed due to weather-related conditions the Tutor, if able, will report to work consistent with the length of the delay. The Tutor will then work the normal number of hours per the schedule for the specific day. If the Tutor cannot meet with the students ordinarily assigned, due to scheduling conflicts with the regular classroom teachers, the Tutor may be assigned, by the Principal, other Tutor-related work. This work may include Tutoring an individual student and completing necessary paperwork. In an emergency situation the Tutor may be assigned other work, including duty. Tutors assigned to more than one school on a delay day are to work out the schedule with the Department Supervisor and Building Principals.

#### **ARTICLE VIII GENERAL**

- A. All employees working twenty (20) hours or more covered under the terms of this Agreement shall be entitled to all medical and life insurance benefits granted to other School Department and/or City employees working twenty (20) hours or more as authorized by the City of Worcester and/or the School Committee.
- B. The specific school assignments will be determined by the administration based on the overall needs of the system.
- C. Vacancies that the Superintendent decides to fill will be posted in each school in June and during the first week of the new school year at the Superintendent's discretion. Any extra-paying positions (summer programs, after-school programs, etc.) will be posted on the bulletin board in each school. Vacancies that occur during the school year will be filled on a temporary basis for the rest of the school

year. When a vacancy occurs in a position, the School Committee or its designee will give due weight to the following criteria in determining transfers to fill said vacancies:

1. Evaluations;
2. Relevant experience;
3. Interview by Principal of building in which vacancy exists and Transitional Ed./ESL Supervisor(s);
4. Seniority;
5. Professional development in ESL methodology and Second Language acquisition;

Upon written request, the employee is to be notified in writing as to the reasons why he or she is not to be recommended for such transfer.

- D. The Association and its members agree not to strike pursuant to Massachusetts General Laws, Chapter 150E.
- E. Pursuant to Section 12, Chapter 150E, an agency service fee shall be imposed as a conditions of employment upon members of the bargaining unit who are not members of the Educational Association of Worcester, the Massachusetts Teachers Association and the National Education Association.
- F. The School Department shall make available, wherever possible, a mail slot for each particular work location or, alternatively, where this is not possible, one slot where all can receive their mail, notices, messages and so forth.
- G. Where an employee is required to use his or her car for school business, he or she will be reimbursed at the current city rate per mile.
- H. A study committee consisting of an equal number of representatives of the Committee and the Union shall be convened to study the feasibility of utilizing a

rotation preparation period schedule for tutors. The committee will issue its recommendations prior to the end of the 2001-2002 school year.

- I. The Parties agree to form a Curriculum Materials Committee so as to afford the Union the opportunity on an annual basis to make recommendations to the Committee regarding the purchase of curriculum materials for use in the ESL program.
- J. 1. In the event that any member of this bargaining unit becomes eligible for health insurance benefits, and such benefits are extended to any bargaining unit members, such health insurance shall be granted at the same level of benefits (including plan design) and subject to the same contribution levels applicable to members of the EAW Units A and B.

2. Current Benefit and Contribution Levels If Eligible:

a. Effective on July 1, 2011 or as soon as practicable thereafter, health insurance for eligible 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.  
Attachment C.

b. Effective on July 1, 2011, all eligible 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."

3. Historic Design and Benefit Level Changes Effective July 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 hired prior to July 1, 2006 shall be set at 80% for all health plans other than Master Medical; 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 July 1, 2006, for all plans other than Master Medical, shall be set at 75%; the subscriber shall pay the remainder.

- 4. 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 VIII, including those effective during the term of this Agreement and those historic changes described in the Collective Bargaining Agreement for the periods of January 1, 2005 through December 31, 2005 And January 1, 2006 through December 31, 2008, 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 periods of January 1, 2005 through December 31, 2005 And January 1, 2006 through December 31, 2008; and the applicable terms of the Memoranda of Agreement January 1, 2010 through December 31, 2012, which applicable contract terms and applicable terms of the Memoranda of Agreement are incorporated by reference for the purposes of enforcing this Paragraph."

5. The EAW will not initiate, pursue or finance any challenge to the health insurance changes negotiated in this contract and will notify the MTA that the EAW does not want the MTA to initiate, pursue or finance such a challenge on behalf of the EAW. This language shall not preclude a representative of the MTA or the EAW from complying with a lawfully issued subpoena so long as the representative did not initiate or bring about the issuance of the subpoena.

## **ARTICLE IX MANAGEMENT RIGHTS**

The parties hereto agree and declare that the Committee is a public body established under and with the powers provided by the laws of the Commonwealth of Massachusetts and nothing in the Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion. Included in such rights is the right to develop and implement procedures for the Tutorial program. If there is a conflict between the procedures and this contract, this contract shall prevail.

## **ARTICLE X SALARY**

- A. Wages:
  - 1. Retroactive to January 1, 2012, all steps on salary schedule shall be increased by two percent ( 2%). Attachment A.
  
- B. Effective January 1, 2007, employees who have completed fifteen (15) years of consecutive service with the Worcester Public Schools will receive a \$550.00 longevity bonus in a lump sum at the conclusion of the school year in June and each succeeding year. Employees who have completed twenty (20) years of consecutive service with the Worcester Public Schools will receive \$750.00.

- C. 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 XI EVALUATIONS**

The evaluation of a member is designed to allow the individual to understand how his/her effort is perceived by the ESL supervisor; allow the individual to grow in his/her role as a Tutor; and allow for determination of the effectiveness of the Tutor. The Tutors shall be evaluated on an annual basis. The primary evaluator will be the supervisor and/or principal. It shall be the responsibility of the supervisor/principal to provide any necessary suggestions for continual growth. The evaluation instrument, Attachment B, is the recognized evaluation instrument.

#### **ARTICLE XII USE OF ALCOHOL/ILLEGAL DRUGS**

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 it is such that it warrants termination. The Administration recognizes the right of the employee to utilize any applicable provisions of the contract 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 and the Union 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 and the Union 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.

In order to facilitate the enforcement of this Article, the Committee shall have the right to initiate a drug/alcohol test upon reasonable suspicion 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 shall consist of a urinalysis, which shall test for alcohol and illegal drugs, and 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, and the cost of the test shall be borne by the employee. 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 the standard in effect in the Commonwealth of Massachusetts for determining if an operator of a motor vehicle is legally intoxicated. The Committee agrees to ensure that at least two supervisors receive training in drug and alcohol use in order to be prepared to enforce the reasonable suspicion aspect of this Article. The Committee also agrees to provide training for two representatives of the

EAW. At the time of any meeting at which the Employer articulates its reasonable suspicion 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.

### **ARTICLE XIII DURATION OF THE AGREEMENT**

This Agreement shall be effective January 1, 2009 and shall continue and remain in full force and effect until December 31, 2009, followed by a 3-year contract from January 1, 2010 to December 31, 2012. The parties agree that at the request of either party to this Agreement, they shall enter into negotiations for a successor Agreement to become effective as of January 1, 2013. Such negotiations for a successor Agreement shall commence on or about September 1, 2012.

## MEMORANDUM OF AGREEMENT

The Worcester School Committee and the Educational Association of Worcester agree to the following specific modifications to the Collective Bargaining Agreement between the Worcester School Committee and the Educational Association of Worcester, ESL Tutors Unit, which expired on December 31, 2008. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement dated January 1, 2006 – December 31, 2008. shall remain in effect with the following amendments:

1. **ARTICLE XVII, DURATION.** Change dates to reflect a one year contract term from January 1, 2009 through December 31, 2009
2. This Agreement is subject to ratification by the Union and ratification and funding by the School Committee.

This Agreement is executed on this \_\_\_\_ day of November, 2012 by the Parties.

For the Union:

Leonard A. Zalan

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For the School Committee:

Lucy O'Connell

Edna M. Colares

Joseph [unclear]

Manuel [unclear]

John Mosqueda

Brian O'Connell

\_\_\_\_\_

**The City of Worcester Health Insurance Plan Choices - Effective July 1, 2011**  
NEW CONVENTIONAL HEALTH INSURANCE PLANS

Benefits		Network Blue N.E. Options Plan (with Three Tiers*)	NEW for FY '12! The City of Worcester Advantage Plans	
Plan name	Blue Care Elect Preferred (PPO) *In-Network		Direct	Advantage
Deductible	\$250 Ind/\$750 Fam	\$0 (T1) \$250 Ind/\$750 Fam (T2&3)	\$200 Ind/\$600 Fam	Tier 1* Tier 2* \$250 Ind/\$750 Fam
Routine Physical exams	\$0	\$0	\$0	\$0
PCP office visit	\$35	T1: \$15 T2: \$25 T3: \$35	\$15	\$15
Specialist visit	\$35	\$35	\$25	\$25
Emergency room	\$150 waived if admitted	\$100 waived if admitted	\$100	\$100
Inpatient hospital	10% co-insurance after deductible	T1: \$150 (no deductible) \$150 (after deductible) T2: \$500 (after deductible) T3: \$500 (after deductible)	\$200 after deductible	\$250 after deductible \$500 after deductible
Same day surgery	\$35 office setting (no ded) \$300 after deductible in hosp or ambulatory facility	T1: \$150 (no deductible) T2: \$150 after deductible T3: \$500 (after deductible)	\$100 after deductible	\$150 after deductible \$300 after deductible
Diagnostic services (Lab, X-ray, etc.)	10% co-insurance after deductible	T1 \$0 T2/T3 \$0 after deductible	\$0 after deductible	\$0 after deductible
Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)	10% co-insurance after deductible	T1: \$50 hospital T2: \$50 hospital after deductible T3: \$450 hospital after deductible or \$50 non-hospital	\$50 non-hospital or \$100 hospital after deductible	\$50 non-hospital or \$100 hospital after deductible
Rx	\$10/\$25/\$45	\$10/\$25/\$45	\$10/\$25/\$45	\$10/\$25/\$45
Monthly Premium	\$702.83 Ind; \$1,817.74 Fam	\$638.94 Ind; \$1,652.49 Fam	\$439.78 Ind; \$1,117.41 Fam	\$544.17 Ind; \$1,339.12 Fam
Employee Monthly Contribution	\$175.71 Ind; \$454.44 Fam	\$159.74 Ind; \$413.12 Fam	\$109.95 Ind; \$279.35 Fam	\$136.04 Ind; \$334.78 Fam
Employee Bi-weekly Contribution	\$81.10 Ind; \$209.74 Fam	\$73.72 Ind; \$190.67 Fam	\$50.74 Ind; \$128.93 Fam	\$62.79 Ind; \$154.51 Fam
Employee Annual Contribution	\$2108.52 Ind; \$5453.28 Fam	\$1916.88 Ind. \$4957.44 Fam	\$1319.40 Ind; \$3352.20 Fam	\$1632.48 Ind; \$4017.36 Fam
PREMIUM INCENTIVE - You will not pay any contribution during this time period for your health	NA	NA	TWO MONTHS PREMIUM FREE!	ONE MONTH PREMIUM FREE!

\* 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)

**WORCESTER PUBLIC SCHOOLS  
INDIVIDUAL EVALUATION OF E.S.L. TUTOR**

**TUTOR** \_\_\_\_\_

LAST NAME                      FIRST NAME                      SCHOOL

Procedure to be followed: For each area of concern, please check under appropriate heading.

	Excellent	Good	Fair	Poor
1. Attendance	_____	_____	_____	_____
2. Reliability	_____	_____	_____	_____
3. Demonstrates Good Judgment	_____	_____	_____	_____
4. Sensitive to the Diverse Cultural Traditions of LEP Students	_____	_____	_____	_____
5. Communicates with the Teachers	_____	_____	_____	_____
6. Shows Initiative	_____	_____	_____	_____
7. Ability to meet the Linguistic Needs of LEP Students	_____	_____	_____	_____
8. Demonstrates Innovative Approaches to Teaching	_____	_____	_____	_____
9. Able to Facilitate the Development of Oral and Written English	_____	_____	_____	_____
10. Able to Motivate Students	_____	_____	_____	_____
11. Able to Assess Students' Progress	_____	_____	_____	_____
12. Ability to Control Students	_____	_____	_____	_____
13. Adapts to Varying Situations	_____	_____	_____	_____
14. Confidentiality	_____	_____	_____	_____

**Additional Comments:**

(If there is a check under "Fair" or "Poor", a comment is required from the evaluator.)

Suggestions for continued growth:

I recommend the re-hiring of this Tutor (    )    I do not recommend the re-hiring of this Tutor (    )

Signature of Evaluator \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Comments by Tutor:

Signature of Tutor \_\_\_\_\_ Date \_\_\_\_\_

The signature signifies only that the Tutor has read this evaluation.



**The City of Worcester Health Insurance Plan Choices - Effective July 1, 2011**  
NEW CONVENTIONAL HEALTH INSURANCE PLANS

Benefits	New 2011 Rates Regular rate of New England	New 2011 Rates New England Plan	NEW for FY '12!	
			The City of Worcester Advantage Plans	Advantage
Plan name	Blue Care Elect Preferred (PPO) *In-Network	Network Blue N.E. Options Plan (with Three Tiers*)	Direct	Tier 1* Tier 2*
Deductible	\$250 Ind/\$750 Fam	\$0 (T1) \$250 Ind/\$750 Fam (T2&3)	\$200 Ind/\$800 Fam	\$250 Ind/\$750 Fam
Routine Physical exams	\$0	\$0	\$0	\$0
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Emergency room	\$150 waived if admitted	\$100 waived if admitted	\$100	\$100
Inpatient hospital	10% co-insurance after deductible	T1: \$150 (no deductible) \$150 (after deductible) \$500 (after deductible)	\$200 after deductible	\$250 after deductible \$500 after deductible
Same day surgery	\$35 office setting (no ded) \$300 after deductible in hosp or ambulatory facility	T1: \$150 (no deductible) T2: \$150 after deductible T3: \$500 (after deductible)	\$100 after deductible	\$150 after deductible \$300 after deductible
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# WORCESTER PUBLIC SCHOOLS

## TUTORS

QTR	3.00%	3.00%	2.00%
STEP	9/1/08	9/1/09	9/1/12
1	24.58	0.00	25.07

## LAU TESTERS

QTR	3.00%	3.00%	2.00%
STEP	9/1/08	9/1/09	9/1/12
1	16.62	0.00	16.95

## ESL TUTORS - Represented Employees

STEP	Q41	Q42
	2.50%	2.00%
1 yr	1/1/08	9/1/12
1 yr	24.14	24.62
3 yrs	24.73	25.22
4 yrs	25.39	25.90
5 yrs	27.20	27.74

Effective 04-05: ESL Tutors hired to work as Language Translators = Teacher Contractual Rate  
 01/01/02: Revised schedule prior to application of negotiated % increase.  
 New schedule shall consist of Step 1,3,4,5. Increased Step 5 by \$1.00  
 3rd Year Increment will be processed after completion of 2 years