

AGREEMENT

Between the

WORCESTER SCHOOL COMMITTEE

And the

**WORCESTER PUBLIC SCHOOLS
PARENT LIAISON ASSOCIATION**

Educational Association of Worcester

September 1, 2013 – August 31, 2016

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ARTICLE I **AGREEMENT**

This Agreement is made and entered into this 16th day of June 2011, 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) as the WORCESTER PUBLIC SCHOOLS PARENT LIAISONS 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 Parent Liaisons by the Worcester Public Schools, and the Association recognizes the School Committee as the governing body of the Worcester Public Schools.

ARTICLE III **GRIEVANCE PROCEDURE**

1. A grievance is hereby defined as an express violation of specific terms of this Agreement.
2. Grievances, if informal discussion does not resolve the difference, shall be handled in the following manner:
 - A. An aggrieved party must institute proceedings hereunder within ten (10) working days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the event or events giving rise to the grievance.
 - B. An employee with a grievance shall present it in person to his/her building principal or supervisor. The building principal or supervisor 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:

- (1) If the grievance has not been settled to the satisfaction of the aggrieved employee at the building principal's or Supervisor level, or if no written decision has been received within ten (10) working days after the meeting with the principal or Supervisor, the aggrieved party may move to the next level of the grievance procedure.
- (2) 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 and 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.
- (3) 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 the aggrieved employee at the level of the Superintendent, or if no written answer has been received within ten (10) working days after the meeting on the grievance, the aggrieved employee may forward the grievance, with a copy of the answer, if any, to the School Committee 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.
- (4) 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.
- (5) 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.
- (6) 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.

- (7) A grievance that affects a group of parent liaisons 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 or department, the grievance must first be initiated at the level of the building principal or supervisor. If the grievance is not resolved at the building principal or supervisor level, it then goes to the level of the Superintendent or his designee.

(8)

ARTICLE IV **SICK LEAVE**

1. 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 of 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. Parent liaisons hired after September 1, 1995, will earn sick leave at the rate of one (1) day per month to a maximum of ten (10) days per year for the first three years of employment. Beginning with the fourth year, sick leave will be granted at the rate of fifteen days per year each September 1st. Accumulation of sick leave shall be limited to two hundred (200) days for those employees working the school year. Accumulation of sick leave shall be limited to two hundred (200) days for those employees that work a full year schedule.

- (a) 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 Workers' Compensation payments.
- (b) 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 new assignment and if they are willing to do so.

2. Members of the bargaining unit will receive written notification of their accumulated sick leave by September 30th of each school year.
3. 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 absence.
4. 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.
5. Members of the bargaining unit serving in 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 up to the first 165 days accumulated and at a rate of twenty-five (\$25.00) dollars per day for those days accumulated in excess of 165 days up to the allowable maximum accumulation. This benefit shall be included in the employee's final paycheck and recorded as part of the annual salary for their final year's service.
6. Whenever a parent liaison is absent from his/her duties as a result of personal injury caused by 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.

7. Any parent liaison whose total sick days exceed nine days in any work year will be notified in writing. The parent liaison and his/her Association representative will discuss the reason(s) for the absences with the Supervisor and/or building principal.
8. Parent Liaisons 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. Beginning with the 2002/03 school year, a program will be established whereby those Parent Liaisons who use three or fewer sick days for the contract year shall receive a payment of \$100.00 for the contract year.
10. 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 the adoption. At the time of the birth of his child, a male employee 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, 2005.

ARTICLE V **LEAVES OF ABSENCE**

A. Leaves with pay:

1. Death in the immediate family – employees shall be entitled to a leave of absence of up to five (5) consecutive days when the death of a wife, husband, father, mother, mother-in-law, father-in-law, step-mother, step-father, brother, sister, son, daughter, stepchild, grandchild, 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, sister-in-law.
3. Necessary time may be granted by the building principal or supervisor for the employee to attend the funeral of an employee or dear friend. If a full day is taken under
4. this Section, it will be deducted from personal leave. If no personal leave is available, the day will be without pay.
5. Absence for Jury Duty – the employer will make up the difference, if any, between his/her regular pay and the compensation received for Jury Duty.
6. Three (3) days personal leave for personal reasons without loss of pay. The benefits of this paragraph shall not be utilized so as to extend a holiday or vacation period. A Parent Liaison will be required to state the reason for two (2) of his/her three (3) personal days each year.

The Parties have agreed to a pilot program for the duration of this collective bargaining agreement (i.e., through August 31, 2016). During this pilot program, employees will be allowed to convert up to two unused personal days per contract year to sick leave, subject to the two hundred (200) day limit imposed at Article IV, Paragraph 1. This pilot

program shall automatically expire on August 31, 2016. Any continuation of this benefit would require mutual agreement of the Parties.

7. When absences occur for legal cause for attendance in court for the purpose of giving testimony in cases in which the employee is a principal party, the employee shall be paid a day's pay when the decision with respect to the time and place of the court hearing is beyond the control of the employee, but in no instance will absence for legal cause with pay be permitted when the legal matter relates exclusively to discharge of duties connected with a summer or part-time position. The employee taking leave under this provision will remit to the School department any witness fee received as compensation for testifying. The maximum number of days allowed under this Section shall be three (3), not including personal days.

8. Association members will receive paid leave to serve as official delegate to Conventions of Veterans, Civil, Professional, Educational or Benevolent Organizations subject to the express approval of the Superintendent or his designee, up to three days.

9. The School Committee shall grant leave of absence with pay to observe religious holy days where the tenets of one's recognized religion, 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. Leaves of absence without pay may be granted at the sole discretion of the Worcester School Committee.

2. Any employee who takes an unpaid leave of absence without advance permission will be deemed to have abandoned his/her position and will be removed from the payroll.

3. In the event that an employee enters an unpaid medical leave of absence, for reasons other than an on-the-job injury/illness, as approved by the Committee, or its designee, the Committee will continue to pay its contractually established health insurance premium contribution for the first 150 calendar days of such leave.

Thereafter, the Committee shall only be responsible for the payment of 50% of the total health insurance premium for the remainder of the approved unpaid medical leave of absence. Any period of time that the employee is on approved FMLA leave shall not be counted towards the 150 calendar day limit.

In the event that an employee enters into an unpaid status while receiving workers' compensation benefits, the employer shall continue to pay its contractually established health insurance contribution for the first 150 work days of such unpaid status. An employee is considered to be in an unpaid status, despite being on worker's compensation, if the employee no longer has available sick leave to supplement his/her worker's compensation benefits or if the employee elects not to utilize available sick time to supplement worker's compensation. In either case, the first six weeks after entering into such unpaid status shall not be counted towards the 150 work day limit. Thereafter, the Committee shall only be responsible for the payment of 50% of the total health insurance premium for the remainder of the approved period of unpaid status.

ARTICLE VI **WORK YEAR AND HOURS**

A. The work year for employees in the bargaining unit shall be determined by the needs of the system and budgetary constraints. As of January 1, 1994, the following schedule is in effect:

Parent Information Center – full year schedule

Chapter I – full year schedule

Great Brook Valley/Pupil Personnel – full year schedule

Bilingual Department/Hispanic – full year schedule

Bilingual Department/Vietnamese – full year schedule

Those liaisons assigned to work in a school will work the pupil session days, plus the day before school and Professional Development Days, consistent with the teacher contract.

- B. 1. Employees in the bargaining unit will be paid for all regular school days on which schools are closed for special observances or emergencies pursuant to action of the Superintendent and/or the Worcester School Committee.
2. Employees in the bargaining unit will be paid for holidays which fall during the work year and in a regular work week. Holidays for employees working a full year schedule will be as follows:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

All parent liaisons will receive both Christmas and New Year's as paid holidays. The Administration reserves the right to require a skeleton crew of Parent Liaisons to work on the Friday following Thanksgiving. In the event that coverage is needed on the Friday after Thanksgiving, such coverage will be on a voluntary basis. However, if there are no volunteers, then the Administration will make the necessary assignments, starting with the least senior person, on a rotating basis. Those required to work will be given two weeks advanced notice and they will receive a compensation day.

- C. Employees in the bargaining unit will be eligible for vacation according to the following schedule (vacation year runs from September – August):

1. Employees with less than five (5) years of service as a parent liaison will earn one (1) day per month worked to a maximum of ten (10) days per year.
 2. Employees who have served as a parent liaison for five (5) years but less than ten (10) years will receive a vacation benefit at the rate of three (3) per year.
 3. Employees who have served as a parent liaison for ten (10) years or more will receive vacation benefits at the rate of four (4) weeks per year.
 4. Employees must take at least one-half of their vacation during non-pupil session days. In addition, vacation requests are to be submitted in writing to the appropriate supervisor for written approval prior to the vacation days being utilized. Vacation will not be approved for the two weeks prior to the opening of school and the first two weeks of the school year for the parent liaisons assigned to the Parent Information Center.
 5. Vacation time can be carried over from year to year up to the equivalent of one year's vacation allotment.
 6. Employees who work the school year shall earn vacation pay at the rate of one-half (1/2) day per calendar month actually worked up to a maximum of five (5) days per school year.
- D. Specific hours of work shall be established for each employee by the appropriate supervisor. Included in the work day will be an unpaid lunch period of one-half hour. The regular work hours of the parent liaisons assigned to the Parent Information Center may be modified during the three (3) weeks prior to the opening of school and the first three weeks of school. On site parking will be available during any such evening work hours. This will be accomplished on a voluntary basis and if there are no volunteers, then the Administration will make the necessary assignments on the basis of seniority.

Parent liaisons not assigned to the Parent Information Center may also be required to work a modified schedule. In the case of parent liaisons not assigned to the Parent Information Center, they may opt to use compensation time in lieu of a purely modified schedule, or to be paid for the extra time worked. In the event that compensation time is utilized, it shall be limited to no more than three (3) hours on any given day. In the event that a modified work schedule is implemented,

the employee(s) will not be required to work beyond 9:00 p.m. If the modified work schedule is implemented, the employee(s) will receive three (3) working day advanced notice unless such modified schedule is occasioned by an emergency, in which event, the advanced notice requirement is waived.

E. Overtime wages (one and one-half times regular hourly rate) shall be paid to employees who work more than forty (40) hours per week.

F. Parent liaisons not assigned to the Parent Information Center may be assigned to the Parent Information Center on a temporary basis during their work year to assist in the processing of student enrollment. Such assignment shall be on a voluntary basis if there is no adverse impact on the school from which the volunteer comes. If there are no volunteers, then the Administration will make the necessary assignment starting with the least senior person on a rotating basis, bypassing those employees whose selection would, in the opinion of their building principal, result in an adverse impact on their respective school. Assignment to the Parent Information Center of school year parent liaisons during the summer non-school period will be on a strictly voluntary basis. In addition, parent liaisons assigned to the Parent Information Center may be assigned to work in schools during the school year. Such assignment shall be on a voluntary basis if there is no adverse impact on the Parent Information Center. If there are no volunteers, then the administration will make the necessary assignment starting with the least senior person, on a rotating basis.

ARTICLE VII
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. Full year vacancies that the Committee decides to fill will be posted in each site as they occur. In addition, qualified candidates from the community will be encouraged to apply. Temporary vacancies will be filled in the most efficient manner available so as to allow for coverage of the responsibilities.
- C. No employee working three or more years as a parent liaison shall be discharged, suspended, reduced in rank or compensation or reprimanded without just cause. The question of just cause may be a grievable matter at the discretion of the Association.
- D. The Association and its members agree not to strike pursuant to Massachusetts General Laws, Chapter 150E.
- E. Pursuant to Section 112, Chapter 150E, an agency service fee shall be imposed as a condition of employment upon members of the bargaining unit who are not members of the Educational Association of Worcester, the Massachusetts Association and the National Educational Association.
- F. The School Department shall make available a mail slot for parent liaisons at a particular work location where all parent liaisons can receive their mail, notices, messages and so forth.
- G. When 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.

ARTICLE VIII
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.

ARTICLE IX
TRANSFERS/REDUCTION IN FORCE

A. Seniority is defined as the number of years, months and days of consecutive service as a full time employee (working twenty (20) or more hours per week) in the Worcester Pubic Schools. For those Parent Liaisons hired after May 1, 2002, seniority for purposes of reductions in force only shall be defined as the number of years, months and days of consecutive service as a full-time Parent Liaison. Unpaid leaves of absence will not break the continuity of service, but time spent on such leaves, if more than thirty (30) working days' duration, will not count as creditable service toward seniority.

Employees transferring into the parent liaison bargaining unit will carry with them the seniority date they held the day prior to transferring into the parent liaison unit.

B. The Association recognizes the right of the Committee to determine the number of parent liaison positions which are to be filled.

When, in the judgment of the Committee, the number of parent liaisons is to be reduced in an area, the Administration will determine the category of liaison positions in which the reduction shall occur from among the following categories: Parent Information

Center, Chapter I, Pupil Personnel-City Wide, Bilingual Department, Schools. The least senior liaison in each group will be either transferred or laid off, unless in relation to the needs of the system, there is a demonstrated need for the background, experience or demonstrated ability of the person in question.

A parent liaison transferred pursuant to the above will have priority of transfer to vacant positions in his/her category. If there are no vacancies in his/her category, the displaced liaison may transfer to the position in his/her category, held by the least senior liaison in that category. The least senior liaison affected may transfer to a vacancy in another category for which he/she is qualified. However, in the case of reduction in force a liaison whose job is eliminated may transfer into the position held by the least senior liaison in a category for which the liaison is qualified.

The above provisions will be reviewed and modified in order to comply with an Affirmative Action Plan to be adopted by the School Committee for non-instructional personnel and Federal and State law, provided that the Association is permitted to provide its input relative to the formation of such a plan.

C. If additional or current position(s) at the Parent Information Center become available, current School Based Parent Liaisons will have the option of requesting a voluntary transfer into that open position, before it is permanently filled by another Worcester Public School employee or a new employee. If there are more School Based Parent Liaisons requesting the voluntary transfer than positions available, the transfer will be granted according to the following: seniority; performance; and specific needs of the District.

If additional or current position(s) for School Based Liaisons become available, current Parent Information Center Liaisons will have the option of requesting a voluntary transfer into that open position, before it is permanently filled by another Worcester Public School employee or new employee. If there are more Parent Information Center

Liaisons requesting the voluntary transfer than positions available, the transfer will be granted according to the following: seniority; performance; and specific needs of the District.

D. The Committee agrees that during Fiscal Year 2012 (i.e., effective for the 2011-2012 school year), it will not layoff or otherwise reduce in force any employee covered by this collective bargaining agreement. This language does not prevent the Committee from dismissing employees for performance reasons. In addition, the Committee agrees that during Fiscal Year 2013 (i.e., effective for the 2012-2013 school year), it will not layoff or otherwise reduce in force any employee covered by this collective bargaining agreement, so long as for Fiscal Year 2013 the Worcester Public Schools is funded at Foundation Level **and** all state and federal entitlement grants are at or exceed the levels of such grants during Fiscal Year 2011. If either of the two conditions stated in the prior sentence are not met, then the Committee is not prohibited from laying off or otherwise reducing in force employees covered by this collective bargaining agreement. During Fiscal Year 2013, there is no limitation on the Committee's right to dismiss employees covered by this collective bargaining agreement for performance reasons. This paragraph shall have no further effect beyond its stated duration. Moreover, to the extent necessary, this language does not prevent the Committee from notifying employees during fiscal year 2013 who it intends to layoff or otherwise reduce in force for the 2013-2014 school year and to effectuate such layoffs or reductions in force in Fiscal Year 13 to be effective for the 2013-2014 school year. This language shall be removed from the subsequent collective bargaining agreement.

ARTICLE X
SALARY

- A. The salary schedule for employees covered by this Agreement shall be the salary schedule attached hereto as an Appendix, which reflects the following negotiated increases:
1. Effective on First Day of the 2013/2014 School Year: Two (2%) Percent Increase; Payment to be retroactive to the First Day of the 2013/2014 School Year.
 2. Effective on First Day of the 2014/2015 School Year: One (1%) Percent Increase;
 3. Effective on the 92nd Day of the 2014/2015 School Year: One (1%) Percent Increase;
 4. Effective on First Day of the 2015/2016 School Year: One (1%) Percent Increase; and
 5. Effective on the 92nd Day of the 2015/2016 School Year: One (1%) Percent Increase.
- B. The salary schedule in Appendix A is based upon the number of years experience as an employed parent liaison by the Worcester Public Schools, except that the School Committee may hire new parent liaisons at above Step 1 for the purpose of salary only. Employees will advance one (1) step at the start of each new school year until they reach maximum step level of the basic salary schedule. In order to qualify for incremental step increases, employees must have been employed for fifty (50%) percent or more of the previous year. Each yearly increment shall be subject to favorable review of individual performance. Transfers to the Association from another Worcester Public Schools employee group will be placed on the salary step closest to the hourly rate earned by the employee prior to the transfer.
- C. Longevity. Employees who have completed fifteen (15) years of consecutive service with the Worcester Public Schools will receive a \$500 longevity bonus in a lump sum at the conclusion of the school year in June and each succeeding

year. Effective September 1, 2007 employees will receive \$650 for 15 (fifteen) years of service and \$850 for twenty (20) years of service. Effective September of 2014, employees who have completed fifteen (15) years of consecutive service with the Worcester Public Schools will receive a \$900.00 longevity bonus in a lump at the conclusion of the school year in June and each succeeding year. Effective September of 2014, employees who have completed twenty (20) years of consecutive service with the Worcester Public Schools will receive a \$1,150.00 longevity bonus in a lump sum at the conclusion of the school year in June and each succeeding year. Effective September of 2014, employees who have completed twenty-five (25) years of consecutive service with the Worcester Public Schools will receive a \$1,400.00 longevity bonus in a lump sum at the conclusion of the school year in June and each succeeding year. It is agreed that based upon the fact that longevity benefits are paid at the close of the School Year that the bargaining unit member with a hire date of November 15, 1999 will receive the 15 Year Longevity Benefit during the second year of the collective bargaining agreement (i.e., 2014/2015).

D. Educational Incentive. Employees of the bargaining unit are eligible for an educational incentive based on the following:

1. Successful completion of nine (9) credit hours of pre-approved in-service and/or college credit courses shall entitle the employee to an additional forty-five (.45) cents per hour pay increase
2. For those employed who have completed eighteen (18) credit hours the stipend will be eighty cents (.80) per hour.
3. Employees who transfer into the parent liaison unit from the Instructional Assistant unit after January 1, 1992, will be allowed to transfer their educational incentive into the parent liaison unit. Any pre-approved courses will be accepted within the parent liaison unit for those employees who transfer into the unit after January 1, 1992.

E. Parent Liaisons shall receive their regular hourly rate for hours worked during the summer months.

F. 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 **INSURANCE**

Pursuant to the provisions of Chapter 32B, the Committee may at any time during the life of this Agreement approach the Association for collective bargaining on the issue of health insurance. The Association agrees to honor any such request. The negotiations will be under Chapter 150E, Section 9 and will not be considered impact bargaining. This below-cited health insurance language is subject to and conditional upon the School Committee possessing the legal right and authority to agree to said health insurance language, which is controlled by Massachusetts General Laws c.32B.

1. Health Insurance Design and Contribution

A. Effective July 1, 2011 or as soon as practicable thereafter, health insurance for bargaining unit members shall be limited to the three plans known as Network Blue N.E. Options Plan (with three tiers); the City Worcester Advantage Plan – Direct; or the City of Worcester Advantage Plan – Advantage (with Two Tiers). Plan design shall be in accordance with the attached benefits summary. The City shall no longer offer current health insurance plans following implementation of the above referenced plans. (see attachment A referenced as part of the agreement).

- B. Effective July 1, 2011, all members of the bargaining unit will be required to contribute twenty five percent (25%) and the City will contribute seventy five percent (75%) of the premium for all health insurance plans provided by the City. Assumed that there will no longer be a Master Medical Plan at sixty percent (60%) City and forty percent (40%) employee contribution.
- C. 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 XI, including those effective during the term of this Agreement and those historic changes described in the Collective Bargaining Agreement for the periods of September 1, 2005 through August 31, 2006; September 1, 2006 through August 31, 2009; September 1, 2009 through August 31, 2010; and September 1, 2010 through August 31, 2013, which are and were essential components of the Parties' contract settlements, are held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provisions is in any way restrained, then the City/School Committee shall be relieved of the obligation to pay or to continue to pay those benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes. In the event that a final judgment is rendered and not appealed or is not further appealable which declares such provisions valid or removes any restraint on their enforcement, then the City/School Committee shall continue to pay or resume

paying the benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes, to the extent otherwise continuing to be applicable. In determining which benefits were conferred in exchange for which design and contribution changes and in order to define for the Parties both the intent of the parties with respect to the enforcement of this language and the manner, scope and terms of the enforcement, the Parties will refer to the applicable terms of the Collective Bargaining Agreements for the periods of September 1, 2005 through August 31, 2006; September 1, 2006 through August 31, 2009; September 1, 2009 through August 31, 2010; September 1, 2010 through August 31, 2013; and the applicable terms of the Memorandum of Agreement for the period of September 1, 2013 through August 31, 2016, which applicable contract terms and applicable terms of the Memorandum of Agreement are incorporated by reference for the purposes of enforcing this Paragraph.

- D. The EAW will not initiate, pursue or finance any challenge to the health insurance changes negotiated in this and prior contracts 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.

2. Effective 8/1/88, the City shall offer to all employees a basic dental insurance plan, Blue Cross/Blue Shield "Master Dental Program I." The employee shall pay 100% of the premium for this program.
3. The City of Worcester shall increase the amount of its basic life insurance plan from \$2,000 to \$5,000, effective November 1, 1988.
4. The City agrees to study whether the employee cost of health insurance premiums may be deducted from gross earnings prior to determining taxable income. If such a practice is legal and may be done without additional cost, the City agrees to implement it within six to eight months, upon approval of the Insurance Coalition Bargaining Committee.
5. Whereas it is in the best interests of the employee and employer to obtain health insurance at the lowest possible cost, the City may, upon sixty (60) days notice to the Association, substitute another major medical insurance carrier for Blue Cross/Blue Shield whenever a determination has been made by the City that it is able to obtain health insurance coverage equivalent to that presently provided by Blue Cross/Blue Shield at a lower cost from another provider. Said determination as to equivalent coverage is subject to the grievance arbitration procedure. A letter will be written to the President of the EAW and signed by the attorney for the School Committee, which will read as follows in reference to the insurance:

This letter will confirm any representation regarding any grievances filed by the Union on the application or interpretation of Article XI, Paragraph 5 of the contract between the Worcester School Committee and the EAW:

- A. If the EAW files a grievance on Article XI, Paragraph 5, said grievance may be filed at the School Committee level.
- B. If such grievance is filed initially at the school Committee level, the Committee shall respond within seven (7) days of receipt by the Committee of the grievance.
- C. The Worcester School Committee agrees that the issue of equivalent coverage as used in Article XI is an arbitrable issue. During negotiations for the 1986-87

contract, the Committee agreed that the issue of equivalent coverage as used in Article XI is an arbitrable issue.

- D. Except as provided herein, the grievance procedure of the contract shall be complied with for all Article XI grievances.
- E. Administration of the insurance program for Instructional Assistants will be in accordance with the provisions of General Laws, Chapter 32B, AS AMENDED.
- F. The Committee agrees that the following items shall be taken into consideration when determining "Equivalency" under Article XI of the contract between the School Committee and the EAW:
 - 1. Semi-private room at hospital.
 - 2. 80% reimbursement of office visits, prescription drugs and ambulance service.
 - 3. In-patient services, covered in full.
 - 4. In-hospital physician services.
 - 5. Outpatient physical therapy services, reimbursement.
 - 6. Subscriber has freedom of choice to choose physician and hospital without loss of benefits to the extent that subscribers have freedom of choice under the Blue Cross/Blue Shield plan.

All of the above items are subject to the medical necessity rule and the deductible provision.

The Committee understands that in making this decision about whether the new plan is equivalent to the present Blue Cross/Blue Shield plan, the arbitrator shall compare, but is expressly not limited to, the six (6) elements set forth in the paragraph above.

- 6. The City and the insurance carrier, including self-insurance carrier ("the carrier") will not provide payment for non-emergency hospitalizations, unless the following criteria are met:
 - a) Pre-admission Review. All inpatient admissions for non-emergency, non-maternity care shall be reviewed and approved by the carrier for medical necessity before the employee is admitted to the hospital.
 - b) Concurrent Review. The carrier shall be allowed to monitor the patient's care during hospitalization and to determine the length of appropriate hospitalization subject to reimbursement.

- c) Discharge Planning. The carrier shall be allowed to coordinate with the hospital a continued course of treatment for the patient in the appropriate health care setting, including but not limited to, a skilled nursing care facility or home.
- d) Second Surgical Opinion. Whenever an employee has made a determination to undergo elective or non-emergency surgery, the cost of which would be reimbursed by the carrier, said employee may be required by the carrier to first obtain a second opinion from a qualified physician prior to undergoing the surgery. (The second opinion will be advisory only and would be paid for by the carrier).

These procedure(s) outlined in this Section shall not go into effect until the City notifies the Union that the carrier is ready to implement said procedures. The procedures listed in 6(a) through 6(d) may be implemented by the carrier on an individual basis (e.g. 6(c) only) or a complete basis (6(a) through 6(d)).

7. Pursuant to the provisions of Chapter 32B, the City may, at any time during the life of this Agreement, approach the Insurance Coalition or this individual Association regarding collective bargaining to increase the number of health insurance providers offering additional health plans to members of the bargaining unit. Any new plans will be additions to the insurance plans presently provided and will not be substitutions for the present plans.

ARTICLE XII **EVALUATIONS**

The evaluation of parent liaisons is designed to allow the individual to understand how his/her effort is perceived by his/her supervisor; allow the individual to grow in his/her role as a parent liaison; allow for determination of the effectiveness of the liaison. Parent liaisons shall be evaluated each of the first three (3) years they are employed.

Following the third year each parent liaison will be evaluated every other year, except when their performance has been unsatisfactory, in which case they may be evaluated in the off year. The primary evaluator will be the supervisor or a designee. It shall be the responsibility of the supervisor to provide any necessary suggestions for continual growth.

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 be formed by March 5, 2014 and hold its first meeting on or before March 14, 2014. The joint committee will formulate recommendations for changes to the current evaluation instrument and process, which recommendations shall be made no later than May 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 May 1, 2014, the joint committee will continue its work until agreement is reached, with implementation occurring as soon as practicable thereafter.

ARTICLE XIII

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 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 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 to 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 XIV
DURATION OF AGREEMENT

The Agreement shall be effective September 1, 2013 and shall continue and remain in full force and effect until August 31, 2016. 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 September 1, 2016.

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

For the Union:

Patricia Fergat
Mary Lou Murphy
Maria H. Zane
Leonard A. Zolande

Dated: 2/25/14

For the School Committee:

Hilda Ramus
John Montado
Brian O'Connell
Lacey O'Connell
Patrick
John M. Petty

Dated:

SIDE LETTER

Agreement to reconvene a study committee to study issues relating to the working environment of the Parent Liaisons (i.e., temperatures in buildings). The work of the Joint Study Committee is to be completed by April 1, 1999.

WORCESTER PUBLIC SCHOOLS

PARENT LIAISONS

52 WEEK LIAISONS

First Day of 2013-2014 School Year			
STEP	2.0% base	.45/hour 9 credits	.80/hour 18 credits
1	19.24	19.69	20.04
2	19.88	20.33	20.68
3	20.49	20.94	21.29
4	21.14	21.59	21.94
5	21.81	22.26	22.61
6	22.60	23.05	23.40
7	24.68	25.13	25.48

First Day of 2014-2015 School Year			
STEP	1.0% base	.45/hour 9 credits	.80/hour 18 credits
1	19.43	19.88	20.23
2	20.08	20.53	20.88
3	20.69	21.14	21.49
4	21.35	21.80	22.15
5	22.03	22.48	22.83
6	22.83	23.28	23.63
7	24.93	25.38	25.73

92nd Day 2014-2015 School Year			
STEP	1.0% base	.45/hour 9 credits	.80/hour 18 credits
1	19.62	20.07	20.42
2	20.28	20.73	21.08
3	20.90	21.35	21.70
4	21.57	22.02	22.37
5	22.25	22.70	23.05
6	23.06	23.51	23.86
7	25.18	25.63	25.98

First Day of 2015-2016 School Year			
STEP	1.0% base	.45/hour 9 credits	.80/hour 18 credits
1	19.82	20.27	20.62
2	20.48	20.93	21.28
3	21.11	21.56	21.91
4	21.78	22.23	22.58
5	22.47	22.92	23.27
6	23.29	23.74	24.09
7	25.43	25.88	26.23

92nd Day 2015-2016 School Year			
STEP	1.0% base	.45/hour 9 credits	.80/hour 18 credits
1	20.02	20.47	20.82
2	20.69	21.14	21.49
3	21.32	21.77	22.12
4	22.00	22.45	22.80
5	22.70	23.15	23.50
6	23.52	23.97	24.32
7	25.68	26.13	26.48

42 WEEK LIAISONS

First Day of 2013-2014 School Year			
STEP	2.0% base	.45/hour 9 credits	.80/hour 18 credits
1	20.22	20.67	21.02
2	20.87	21.32	21.67
3	21.47	21.92	22.27
4	22.13	22.58	22.93
5	22.80	23.25	23.60
6	23.59	24.04	24.39
7	25.67	26.12	26.47

First Day of 2014-2015 School Year			
STEP	1.0% base	.45/hour 9 credits	.80/hour 18 credits
1	20.43	20.88	21.23
2	21.07	21.52	21.87
3	21.69	22.14	22.49
4	22.35	22.80	23.15
5	23.03	23.48	23.83
6	23.82	24.27	24.62
7	25.92	26.37	26.72

92nd Day 2014-2015 School Year			
STEP	1.0% base	.45/hour 9 credits	.80/hour 18 credits
1	20.63	21.08	21.43
2	21.29	21.74	22.09
3	21.91	22.36	22.71
4	22.57	23.02	23.37
5	23.26	23.71	24.06
6	24.06	24.51	24.86
7	26.18	26.63	26.98

First Day of 2015-2016 School Year			
STEP	1.0% base	.45/hour 9 credits	.80/hour 18 credits
1	20.84	21.29	21.64
2	21.50	21.95	22.30
3	22.13	22.58	22.93
4	22.80	23.25	23.60
5	23.49	23.94	24.29
6	24.30	24.75	25.10
7	26.44	26.89	27.24

92nd Day 2015-2016 School Year			
STEP	1.0% base	.45/hour 9 credits	.80/hour 18 credits
1	21.04	21.49	21.84
2	21.71	22.16	22.51
3	22.35	22.80	23.15
4	23.03	23.48	23.83
5	23.72	24.17	24.52
6	24.55	25.00	25.35
7	26.71	27.16	27.51

Longevity	09/01/07	09/01/14
15 Years	\$650	\$900
20 Years	\$850	\$1,150
25 Years		\$1,400
Paid at the close of the School Year		

The City of Worcester Conventional Health Insurance Plan Choices - Effective July 1, 2013

Plan name	Deductible	PCP office visit	Specialist visit	Emergency room	Inpatient hospital	Same day surgery	Diagnostic services (lab, X-ray, etc.)	Imaging services (MRI, PET, CAT and Nuclear Cardiology scans)	Rx	Monthly premium	Employee Monthly Contribution	Employee Monthly Contribution
The City of Worcester Advantage Plans	Direct	\$200 Hospital Plan	\$15	\$25	\$100	\$100 after deductible	\$100 after deductible	\$50 non-hospital or \$100 hospital after deductible	\$100/250/45	\$478.85 Ind; \$1,231.32 Fam	\$318.85 Ind; \$384.87 Fam	\$272.88 Ind; \$773.38 Fam
		Ther 1*	\$15	\$25	\$100	\$150 after deductible	\$150 after deductible	\$50 non-hospital or \$100 hospital after deductible	\$100/250/45	\$388.39 Ind; \$1,088.17 Fam	\$232.38 Ind; \$332.38 Fam	\$182.38 Ind; \$482.38 Fam
		Ther 2*	\$20	\$30	\$100	\$300 after deductible	\$300 after deductible	\$50 non-hospital or \$100 hospital after deductible	\$100/250/45	\$264.87 Ind; \$764.87 Fam	\$164.87 Ind; \$264.87 Fam	\$114.87 Ind; \$314.87 Fam
BCBS Plans	Advantage	\$250 Hospital Plan (T2B.1)	\$0	\$15	\$100	\$150 after deductible	\$150 after deductible	\$50 non-hospital or \$100 hospital after deductible	\$100/250/45	\$478.85 Ind; \$1,231.32 Fam	\$318.85 Ind; \$384.87 Fam	\$272.88 Ind; \$773.38 Fam
		\$250 Hospital Plan (T2B.1)	\$0	\$15	\$100	\$150 after deductible	\$150 after deductible	\$50 non-hospital or \$100 hospital after deductible	\$100/250/45	\$478.85 Ind; \$1,231.32 Fam	\$318.85 Ind; \$384.87 Fam	\$272.88 Ind; \$773.38 Fam
		\$250 Hospital Plan (T2B.1)	\$0	\$15	\$100	\$150 after deductible	\$150 after deductible	\$50 non-hospital or \$100 hospital after deductible	\$100/250/45	\$478.85 Ind; \$1,231.32 Fam	\$318.85 Ind; \$384.87 Fam	\$272.88 Ind; \$773.38 Fam
BCBS Plans	Direct	\$250 Hospital Plan (T2B.1)	\$0	\$15	\$100	\$150 after deductible	\$150 after deductible	\$50 non-hospital or \$100 hospital after deductible	\$100/250/45	\$478.85 Ind; \$1,231.32 Fam	\$318.85 Ind; \$384.87 Fam	\$272.88 Ind; \$773.38 Fam
		\$250 Hospital Plan (T2B.1)	\$0	\$15	\$100	\$150 after deductible	\$150 after deductible	\$50 non-hospital or \$100 hospital after deductible	\$100/250/45	\$478.85 Ind; \$1,231.32 Fam	\$318.85 Ind; \$384.87 Fam	\$272.88 Ind; \$773.38 Fam
		\$250 Hospital Plan (T2B.1)	\$0	\$15	\$100	\$150 after deductible	\$150 after deductible	\$50 non-hospital or \$100 hospital after deductible	\$100/250/45	\$478.85 Ind; \$1,231.32 Fam	\$318.85 Ind; \$384.87 Fam	\$272.88 Ind; \$773.38 Fam

ATTACHMENT "B"
City of Worcester Health Insurance Plan Choices - Effective July 1, 2013

* Please review your plan's tier category below, selecting a health plan as they may vary by health center. For details in the City Advantage plan, contributors for a health plan as they may vary by health center. In the Network Plus Options plan, the same health plan provider PCP office visit is \$25 in Tier 1 (the lowest cost tier) for a PCP office visit. For details in the City Advantage plan, contributors for a health plan as they may vary by health center.

