

WORCESTER PUBLIC SCHOOLS



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ASSISTANT TO THE SUPERINTENDENT/
CLERK OF THE SCHOOL COMMITTEE

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TO: Ms. Boulais

FROM: Helen A. Friel

DATE: June 26, 2018

At the School Committee Meeting that was held on Thursday, June 21, 2018, the following item was discussed:

It was move to ratify and approve the terms of the Memorandum of Agreement between the School Committee and the EAW, Parent Liaisons, signed June 21, 2018, for a collective bargaining agreement between the School Committee and the EAW, Parent Liaisons, for the term of September 1, 2016 through August 31, 2017.

It was move to ratify and approve the terms of the Memorandum of Agreement between the School Committee and the EAW, Parent Liaisons, signed June 21, 2018, for a collective bargaining agreement between the School Committee and the EAW, Parent Liaisons, for the term of September 1, 2017 through August 31, 2020.

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

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

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

HAF/cmm
Enc.

cc: Superintendent Binienda
Mr. Brophy

**Memorandum of Agreement
between
Worcester School Committee (the "School Committee" or "Committee")
and
Educational Association of Worcester for and on behalf of the Parent Liaisons (the
"Association")**

This Memorandum of Agreement sets forth the agreements of the parties for a new agreement, to supplement and supersede inconsistent terms of prior agreements in effect through August 31, 2016. This Memorandum shall not be binding until ratified by the School Committee and ratified by the membership of the Association. The ratified agreement shall be subject to funding in accordance with Mass. G.L. c. 150E. Thereafter, the parties shall endeavor to achieve a fully integrated collective bargaining agreement incorporating all changes contemplated by this agreement. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement between the Parties covering the period from September 1, 2013 – August 31, 2016 shall remain in effect with the following amendments:

1. **ARTICLE IV SICK LEAVE. Paragraph 1.** Revise language to reflect a benefit year of July 1st through June 30th. Accordingly, add the following sentence to the beginning of the paragraph: "The benefit year for purposes of sick leave shall run from July 1st through June 30th." Also, revise existing fourth sentence to read: "Beginning with the fourth year, sick leave will be granted at the rate of fifteen days per year each July 1st."
2. **ARTICLE IV SICK LEAVE. Paragraph 9.** Delete in its entirety.
3. **ARTICLE VI WORK YEAR AND HOURS. Paragraph A.** Revise this paragraph to more accurately reflect the current work locations and work year, and distinguish between those positions which are full year and those which are school year. Accordingly, the language of the first paragraph shall read: "The work year for parent liaisons assigned to the Parent Information Center or other assignments specifically designated as full year assignments shall be a full year schedule from July 1st through June 30th. The work year for parent liaisons assigned to schools shall consist of the pupil session days, plus the day before school and Professional Development Days, consistent with the teacher contract."
4. **ARTICLE VI WORK YEAR AND HOURS. Paragraph C.** Revise language to reflect a benefit year of July 1st through June 30th. Accordingly, revise first sentence to read: "Employees in the bargaining unit will be eligible for vacation according to the following schedule (vacation year runs from July 1st through June 30th):"
5. **ARTICLE VI WORK YEAR AND HOURS. Paragraph C (2)** insert "weeks" after "rate of three (3)".

6. **ARTICLE VI WORK YEAR AND HOURS. Paragraphs C (2) and (3).** Insert language at end of each paragraph as follows: " Vacation time is accrued and not awarded at the start of the vacation benefit year in accordance with District vacation accrual formulas."

7. **ARTICLE V LEAVES OF ABSENCE. Paragraph A(1).** Effective on July 1, 2018:

Add the phrase "or Memorial Week for people of the Jewish faith" after "five (5) consecutive days..." in the first sentence.

Also, add "domestic partner", "son-in-law", "daughter-in-law", "grandparent" to the list of covered relationships eligible for the five days leave in the first sentence.

Revise fourth sentence to read: "Such five (5) consecutive days include vacation periods."

Revise fifth sentence to read: "Saturdays, Sundays and Holidays are specifically excluded and shall not be counted."

8. **ARTICLE V LEAVES OF ABSENCE. Paragraph A(6).** Effective July 1, 2018, replace the first paragraph with the following language:

"(a) Three days personal leave without loss of pay for personal reasons without the requirement to submit any reason shall be granted. Personal reasons shall include but not be limited to the following:

1. Emergency, serious illness or injury in the family

2. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.

(b) In the event of the personal day being immediately prior to and/or following a holiday or vacation period, a request with reason will be offered to the principal or supervisor. Personal reasons shall be limited to the following:

1. Emergency, serious illness or injury to the employee or in the family of the employee.

2. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.

The principal or supervisor shall not unreasonably withhold the personal day as outlined in b. Abuse of the provisions of these paragraphs shall be cause for disciplinary actions."

9. **ARTICLE V LEAVES OF ABSENCE. Paragraph A(6).** Revise language to reflect that effective with the 2018/2019 school year, the pilot program allowing for the conversion of up to two days of unused personal days to sick leave shall become permanent. Accordingly, revise language to read: "Effective with the 2018/2019 school year, 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."
10. **ARTICLE VI WORK YEAR AND HOURS. Paragraph B(2).** Revise the last sentence by changing "two weeks advanced notice" to "three weeks advanced notice".
11. **ARTICLE IX TRANSFERS/REDUCTION IN FORCE, Paragraph B.** Delete references to Parent Information Center, Chapter I, Pupil Personnel-City Wide, Bilingual Department and Schools and replace with full year parent liaison and school year parent liaison.
12. **ARTICLE IX TRANSFERS/REDUCTIONS IN FORCE, Paragraph D.** Delete in its entirety.
13. **ARTICLE X SALARY and SALARY SCALES.** The Parties have agreed to the following increases to all steps on the base columns of the salary scales:
- a. Two Percent (2%) effective retroactive to September 1, 2017;
 - b. Two Percent (2%) effective on September 1, 2018; and
 - c. Two Percent (2%) effective on September 1, 2019.
14. **ARTICLE XI INSURANCE.** Include language to reflect that the Union agrees the City can make the following changes in the City's Health Insurance without any further bargaining by the City or the School Dept., with the Union, as follows:
- (a) Health insurance deductibles for all plans to be increased from \$250/\$750 to a maximum not to exceed \$500/\$1,000 effective July 1, 2018.
 - (b) Effective July 1, 2018, or as soon as practicable thereafter, prescription drug co-pays and coverage changes for all plans as follows:
 - (i) To increase the 2nd tier of prescription co-pays from \$25 to \$30;
 - (ii) To increase the 3rd tier of prescription co-pays from \$45 to \$60;
 - (iii) To require mandatory mail order refills on all maintenance prescriptions.
 - (c) Effective July 1, 2018, or as soon as practicable thereafter, increase the co-pays for PCP office visits for all tiers by \$5.00.

- (d) Effective July 1, 2018, or as soon as practicable thereafter, increase the co-pays for specialist office visits up to a maximum not to exceed \$50.00.
- (e) Effective July 1, 2018, or as soon as practicable thereafter, increase the ER copay to \$150.00 per visit.
- (f) Effective July 1, 2018, or as soon as practicable thereafter, increase the Inpatient Hospital Copay to a maximum not to exceed \$1,000.00 for each plan.
- (g) Effective July 1, 2018, or as soon as practicable thereafter, increase the Outpatient Hospital Copay to a maximum of \$750.00 for each plan.

The Union further agrees that the City Health Insurance Authority shall be authorized to take such other action as may be necessary to carry out the above changes.

See attached Health Plans Benefit Summary for information purposes (i.e. New Plan – New Settled Benefit Summary – [C]).

15. ARTICLE XII EVALUATIONS. Second Paragraph. Update language to reflect work by a new Joint Committee to develop a new evaluation instrument and process, with a target of completion of work by December 31, 2018. If agreement is reached by that date, no further bargaining will be necessary and the new instrument and process will be used for the 2018/2019 school year. If agreement is not reached by that date, the Joint Committee will continue its work until agreement is reached, with implementation occurring as soon as practicable thereafter.

16. ARTICLE XIV DURATION OF AGREEMENT. This composite contemplates the parties entering into two collective bargaining agreements covering the period of September 1, 2016 through August 31, 2020. The first agreement shall be effective from September 1, 2016 through August 31, 2017. The second agreement shall be effective from September 1, 2017 through August 31, 2020.

17. COMMON PLANNING TIME and DEPARTMENT STAFF MEETINGS.
Although no agreement has been reached to guarantee common planning time throughout the work year, the Association members are encouraged to initiate a dialogue with

members of the administration in an effort to determine if such common planning time can be provided on an informal basis throughout the year.

18. **PROFESSIONAL DEVELOPMENT STUDY COMMITTEE.** The Parties have agreed to the formation of a study committee consisting of an equal number of representatives of the Association and the Committee (or Administration) to review current professional development opportunities and to develop recommendations on how professional development offerings can be expanded, improved and/or tailored to the roles of parent liaisons. The Study Committee will endeavor to complete its work prior to the end of the 2018/2019 school year. The Study Committee will provide its recommendations to the Superintendent or her designee.

19. **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.

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

For the Association:

Mark Baranoff
Chariceia Milled
Ganna Paula
Kumkop

Dated:

6/20/18

For the School Committee:

John H. Hest
Molly
Murray Bismarck
John Monfred
Brian D. O'Connell
J. H.
David Conroy

Dated:

PARENT LIAISONS

52 WEEK LIAISONS

STEP	9/1/17		
	2.0% base	.45/hour 9 credits	.80/hour 18 credits
1	20.42	20.87	21.22
2	21.10	21.55	21.90
3	21.75	22.20	22.55
4	22.44	22.89	23.24
5	23.15	23.60	23.95
6	23.99	24.44	24.79
7	26.20	26.65	27.00
	0.00	0.45	0.80

STEP	9/1/18		
	2.0% base	.45/hour 9 credits	.80/hour 18 credits
1	20.83	21.28	21.63
2	21.52	21.97	22.32
3	22.18	22.63	22.98
4	22.89	23.34	23.69
5	23.61	24.06	24.41
6	24.47	24.92	25.27
7	26.72	27.17	27.52

STEP	9/1/19		
	2.0% base	.45/hour 9 credits	.80/hour 18 credits
1	21.24	21.69	22.04
2	21.95	22.40	22.75
3	22.63	23.08	23.43
4	23.35	23.80	24.15
5	24.08	24.53	24.88
6	24.96	25.41	25.76
7	27.25	27.70	28.05

42 WEEK LIAISONS

STEP	9/1/17		
	2.0% base	.45/hour 9 credits	.80/hour 18 credits
1	21.47	21.92	22.27
2	22.15	22.60	22.95
3	22.79	23.24	23.59
4	23.49	23.94	24.29
5	24.20	24.65	25.00
6	25.04	25.49	25.84
7	27.24	27.69	28.04

STEP	9/1/18		
	2.0% base	.45/hour 9 credits	.80/hour 18 credits
1	21.89	22.34	22.69
2	22.59	23.04	23.39
3	23.25	23.70	24.05
4	23.96	24.41	24.76
5	24.68	25.13	25.48
6	25.54	25.99	26.34
7	27.79	28.24	28.59

STEP	9/1/19		
	2.0% base	.45/hour 9 credits	.80/hour 18 credits
1	22.33	22.78	23.13
2	23.04	23.49	23.84
3	23.71	24.16	24.51
4	24.44	24.89	25.24
5	25.17	25.62	25.97
6	26.05	26.50	26.85
7	28.34	28.79	29.14

Health and Dental Insurance Rates (*)
Effective July 1, 2018

NEWLY SETTLED [c]

	Monthly Premium	City Share %	Monthly City Share	Monthly Employee Share	Weekly Deduction	Bi-Weekly Deduction	Semi Monthly Deduction	<u>COBRA RATES</u>
BCBS Blue Care Elect Preferred (PPO) - For out of New England members only								
Individual	\$893.27	75%	\$669.95	\$223.32	\$51.53	\$103.07	\$111.66	\$911.14
Family	\$2,309.69	75%	\$1,732.27	\$577.42	\$133.25	\$266.50	\$288.71	\$2,355.88
BCBS Network Blue New England								
Individual	\$791.40	75%	\$593.55	\$197.85	\$45.66	\$91.32	\$98.93	\$807.23
Family	\$2,046.05	75%	\$1,534.54	\$511.51	\$118.04	\$236.08	\$255.76	\$2,086.97
City of Worcester - DIRECT - HMO								
Individual	\$542.89	75%	\$407.17	\$135.72	\$31.32	\$62.64	\$67.86	\$553.75
Family	\$1,363.80	75%	\$1,022.85	\$340.95	\$78.68	\$157.36	\$170.48	\$1,391.08
City of Worcester Advantage - HMO								
Individual	\$670.47	75%	\$502.85	\$167.62	\$38.68	\$77.36	\$83.81	\$683.88
Family	\$1,664.64	75%	\$1,248.48	\$416.16	\$96.04	\$192.07	\$208.08	\$1,697.93
City Advantage Qualified HDHP with HSA								
Individual	\$536.37	75%	\$402.28	\$134.09	\$30.94	\$61.89	\$67.05	\$547.10
Family	1331.71	75%	\$998.78	\$332.93	\$76.83	\$153.66	\$166.46	\$1,358.34
Altus Dental High Option								
Employee/Retiree	\$42.66	0%	0	\$42.66	\$9.84	\$19.69	\$21.33	\$43.51
Two Person	\$85.31	0%	0	\$85.31	\$19.69	\$39.37	\$42.66	\$87.02
Family	\$127.87	0%	0	\$127.87	\$29.51	\$59.02	\$63.94	\$130.43
Altus Dental Low Option								
Employee/Retiree	\$37.36	0%	0	\$37.36	\$8.62	\$17.24	\$18.68	\$38.11
Two Person	\$74.71	0%	0	\$74.71	\$17.24	\$34.48	\$37.36	\$76.20
Family	\$108.02	0%	0	\$108.02	\$24.93	\$49.86	\$54.01	\$110.18
<u>ONLY Retirees can have a 2-Person Dental Plan</u>								
UnitedHealthcare Vision								
Employee/Retiree	\$5.36	0%	0	\$5.36	\$1.24	\$2.47	\$2.68	\$5.47
Employ/Ret & Dependents	\$10.72	0%	0	\$10.72	\$2.47	\$4.95	\$5.36	\$10.93
Family	\$16.08	0%	0	\$16.08	\$3.71	\$7.42	\$8.04	\$16.40

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

THE FOLLOWING GROUPS ARE COVERED UNDER THIS PLAN:

SCHOOL NURSES (2)	BUS DRIVERS (3)	UNIT D TECHS (4)	COTAS (6)	BUS MONITORS (7)
SCHOOL NUTRITION (A)	WORCESTER CLERK'S (B)	DPW CLERKS (C)	PLUMBERS/STEAM (D)	FIREFIGHTERS (E)
EXEC MGMT (F)	WPOA DEPUTIES (FN)	SCHOOL ADMIN (G)	INSTRUC ASST (I)	TEACHERS (J)
NAGE (L)	CUSTODIANS (P)	WPS NON REP (Q)	52 WK ADMIN SEC (R)	LT SUBS (S)
EDUC SEC (T)	TEAMSTERS (W)	NON REP CITY (X)	ALL RETIREES & SURV SP	

**NEW PLAN – NEW SETTLED BENEFIT SUMMARY – [C]
JULY 1, 2018**

BENEFIT	CITY OF WORCESTER DIRECT	CITY OF WORCESTER ADVANTAGE		BCBS NETWORK BLUE NEW ENGLAND	BCBS BLUE CARE ELECT PREFERRED Those Residing out of New England only	
		Tier 1	Tier 2		In Network	Out of Network
Deductible	\$400 Ind/\$800 Fam	\$500 Ind/\$1,000 Fam		\$500 Ind/\$1,000 Fam	\$500 Ind/\$1,000 Fam	
Out of Pocket Maximum	\$5,000 Ind/\$10,000 Fam – Med \$2,000 Ind/\$4,000 Fam - Rx	\$5,000 Ind/\$10,000 Fam – Med \$2,000 Ind/\$4,000 Fam - Rx		\$5,000 Ind/\$10,000 Fam – Med \$2,000 Ind/\$4,000 Fam - Rx	\$5,000 Ind/\$10,000 Fam – Med \$2,000 Ind/\$4,000 Fam - Rx	
Wellness Visit	\$0	\$0		\$0	\$0	20% co-insurance after deductible
PCP Office Visit	\$20	\$20	\$25	T1: \$20 T2: \$30 T3: \$40	\$40	20 % co-insurance after deductible
Specialist Visit	\$35	\$40	\$50	\$50	\$50	20% co-insurance after deductible
Prescriptions	Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply	Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply		Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply	Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply	
Inpatient Hospital	\$275 after deductible	\$275 after deductible	\$750 after deductible	T1: \$275 T2: \$500 T3: \$1,000 after deductible	10% co-insurance after deductible	30% co-insurance after deductible
Outpatient Surgery	\$250 after deductible	\$250 after deductible	\$500 after deductible	Surgical day care facility – T1: \$250 T2: \$250 T3: \$750 Ambulatory surgical facility – \$250 after deductible	Office setting \$50 Ambulatory surgical facility \$500 per admits after deductible	20% co-insurance after deductible
Diagnostic Services Lab, X-ray, etc.	Covered in full after deductible	Covered in full after deductible		Covered in full after deductible	10% co-insurance after deductible	30% co-insurance after deductible
CT scans, MRIs, PET scans Hospital Setting	\$50 (non-hospital setting) or \$100 (hospital setting) for MRIs, PET, and CT scans after deductible	\$50 (non-hospital setting) or \$100 (hospital setting) for MRIs, PET, and CT scans after deductible		T1: \$100 T2: \$100 T3: \$500 after deductible	10% co-insurance after deductible	30% co-insurance after deductible
Short-term Rehab: Outpatient, OT, PT	\$20 co-pay 60 visits per plan year after deductible	\$25 co-pay 60 visits per plan year after deductible		\$50 co-pay 60 visits per CY	\$50 co-pay 100 visits per CY no deductible	20% co-insurance 100 visits per CY after deductible
Skilled Nursing	Covered in full Up to 100 days per plan year after deductible	Covered in full Up to 100 days per plan year after deductible		Covered in full Up to 100 days per CY	10% co-insurance Up to 100 days per CY after deductible	30% co-insurance Up to 100 days per CY after deductible
Chiropractor	\$20 co-pay 12 visits per plan year	\$25 co-pay 12 visits per plan year		\$50 co-pay	\$50 co-pay	20% co-insurance after deductible
Outpatient Mental Health	\$20 co-pay	\$20 co-pay		\$20 co-pay	\$40 co-pay	20% co-insurance after deductible
Durable Medical Equipment (wheelchairs, crutches, etc.)	20% co-insurance after deductible	20% co-insurance after deductible		20% co-insurance	20% co-insurance	40% co-insurance after deductible
ER Visit - Waived if Admitted	\$150	\$150		\$150	\$150	\$150
Ambulance	Covered in full if medically necessary or when ordered by a physician after deductible	Covered in full if medically necessary or when ordered by a physician after deductible		Covered in full if medically necessary or when ordered by a physician no deductible	Emergency: 10% co- insurance - no deductible. Medically necessary: 10% co-insurance after deductible	Emergency: 10% co- insurance - no deductible Medically necessary: 30% co-insurance after deductible
PREMIUM RATES Mo. Prem. Indiv/Fam Employee Weekly Cost Monthly Cost	\$542.89 Ind/\$1,363.80 Fam Ind: \$31.32 Fam: \$78.68 Ind: \$135.72 Fam: \$340.95	\$670.47 Ind/\$1,664.64 Fam Ind: \$38.68 Fam: \$96.04 Ind: \$167.62 Fam: \$416.16		\$791.40 Ind/\$2,046.05 Fam Ind: \$45.66 Fam: \$118.04 Ind: \$197.85 Fam: \$511.51	\$893.27 Ind/\$2,309.69 Fam Ind: \$51.53 Fam: \$133.25 Ind: \$223.32 Fam: \$577.42	

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

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