

# WORCESTER PUBLIC SCHOOLS



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

DR. JOHN E. DURKIN ADMINISTRATION BUILDING  
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TO: Ms. Boulais  
FROM: Helen A. Friel *H. Friel*  
DATE: January 23, 2018

At the School Committee Meeting that was held on Thursday, January 18, 2018, the following item was discussed:

Pursuant to action taken in Executive Session, it was moved to ratify the Memorandum of Agreement including the Side Letter of Agreement referenced therein between the Worcester School Committee and the Educational Association of Worcester for and on behalf of the Therapy Assistants, effective July 1, 2016 through June 30, 2017.

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

Pursuant to action taken in Executive Session, it was moved to ratify the Memorandum of Agreement including the Side Letter of Agreement referenced therein between the Worcester School Committee and the Educational Association of Worcester for and on behalf of the Therapy Assistants effective July 1, 2017 through June 30, 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 Therapy Assistants (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 June 30, 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 covering the period from July 1, 2013 – June 30, 2016, shall remain in effect with the following amendments:

1. **ARTICLE IV LEAVES OF ABSENCE.** Section 5. Add the following language to the end of the section: "Unused personal days may be carried over from year to year and converted to sick leave, subject to the two hundred (200) day limit imposed at Article III, Section A.
2. **ARTICLE V WORK YEAR AND HOURS.** Paragraph B(2). Replace with the following: "The work day for employees in the bargaining unit shall be six and one-half hours in duration, which shall include a one-half hour unpaid lunch period during the work day. The specific schedule for each employee shall be established by his/her supervisor, and shall not begin more than thirty (30) minutes before the beginning of the students' school day and shall not end more than thirty minutes after the end of the students' school day. Employees will be required to work any additional time that is required to meet time and learning regulations. The time spent working prior to or after the end of the students' school day may be utilized by the employees for purposes of completion of required paperwork and documentation and other job-related activities."
3. **ARTICLE IX SALARY and SALARY SCALES.** The Parties have agreed to the following increases to all steps on the salary scales applicable to occupational therapy assistants and physical therapy assistants (and not to speech language pathology assistants):
  - a. One and One-Half Percent (1.5%) effective retroactive to the first day of the 2017/2018 school year;
  - b. One-Half Percent (.5%) effective on 92<sup>nd</sup> day of the 2017/2018 school year;
  - c. Two Percent (2%) effective on first day of 2018/2019 school year; and
  - d. Two Percent (2%) effective on first day of 2019/2020 school year.

4. **ARTICLE IX SALARY.** The parties have agreed that effective with the 2017/2018 school year but payable in accordance with current practice at the end of the school year, the longevity benefits shall be increased to the following:

After 10 Years: \$500.00;  
After 15 Years: \$800.00; and  
After 20 Years: \$1,000.00.

The parties have further agreed that effective with the 2019/2020 school year but payable in accordance with current practice at the end of the school year, the longevity benefits shall be increased to the following:

After 10 Years: \$600.00;  
After 15 Years: \$800.00; and  
After 20 Years: \$1,200.00.

5. **ARTICLE X INSURANCE.** The Union agrees the City can make the following changes in the City's Health Insurance without any further bargaining by the City or the School Dept., with the Union, as follows:

- (a) Health insurance deductibles for all plans to be increased from \$250/\$750 to a maximum not to exceed \$500/\$1,000 effective July 1, 2017.
- (b) Effective January 1, 2018, or as soon as practicable thereafter, prescription drug co-pays and coverage changes for all plans as follows:
  - (i) To increase the 2<sup>nd</sup> tier of prescription co-pays from \$25 to \$30;
  - (ii) To increase the 3<sup>rd</sup> tier of prescription co-pays from \$45 to \$60;
  - (iii) To require mandatory mail order refills on all maintenance prescriptions.
- (c) Effective January 1, 2018, or as soon as practicable thereafter, increase the co-pays for PCP office visits for all tiers by \$5.00.
- (d) Effective January 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 January 1, 2018, or as soon as practicable thereafter, increase the ER copay to \$150.00 per visit.

- (f) Effective January 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 January 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]).

6. **ARTICLE XIII DURATION OF AGREEMENT.** This composite contemplates the parties entering into two collective bargaining agreements covering the period of July 1, 2016 through June 30, 2020. The first agreement shall be effective from July 1, 2016 through June 30, 2017. The second agreement shall be effective from July 1, 2017 through June 30, 2020.
7. **TREATMENT SPACE.** The Parties have agreed that on an annual basis, the Superintendent or her designee shall issue a directive to building principals emphasizing the importance of providing appropriate treatment space within the school buildings.
8. **ACCRETION OF SLPA's and VOLUNTARY RECOGNITION.** The School Committee has agreed to voluntarily accrete the position of speech language pathology assistant to the Therapy Assistant bargaining unit and to recognize the EAW as the collective bargaining representative of SLPAs, subject to the posting requirement applicable to voluntary recognition. The Parties agree that in the event that no other bargaining representative seeks to represent the SLPAs during the posting period, SLPAs shall be accreted to the Therapy Assistant bargaining unit and the EAW shall be recognized as the collective bargaining representative of SLPAs, subject to the terms of the Side Letter of Agreement attached hereto as Exhibit A.
9. **Integrated Contract Document.** The Parties agree that in the event of a ratification of this Memorandum of Agreement by all Parties, the Parties will cooperate in the preparation of a fully integrated collective bargaining agreement reflecting the changes contained in this Memorandum of Agreement.
10. This Agreement is subject to ratification by the Association and ratification and funding by the School Committee.

For the Association:

Manuelito Delgado-Sanchez

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\_\_\_\_\_

\_\_\_\_\_

Loren P. Nunez

Dated: 1-16-18

For the School Committee:

Miriam Benavides

Melanie

Ja Z

John Morfudo

Dante Compro

\_\_\_\_\_

John

Dated:

**WORCESTER PUBLIC SCHOOLS**

**Certified Occupational Therapy Assistants**

	92nd Day 2015-2016	First day of 2017/2018	92nd Day 2017-2018	First day of 2018/2019	First day of 2019/2020
	1%	1.5%	0.50%	2%	2%
Step	QCC	QKI	QRN	QRO	QRR
<b>1</b>	\$33,797	\$34,304	\$34,475	\$35,165	\$35,868
<b>2</b>	\$34,947	\$35,471	\$35,648	\$36,361	\$37,089
<b>3</b>	\$36,097	\$36,638	\$36,821	\$37,558	\$38,309
<b>4</b>	\$37,247	\$37,805	\$37,994	\$38,754	\$39,529
<b>5</b>	\$38,394	\$38,970	\$39,165	\$39,948	\$40,747
<b>6</b>	\$39,545	\$40,138	\$40,339	\$41,146	\$41,969
<b>7</b>	\$40,696	\$41,307	\$41,513	\$42,344	\$43,190
<b>8</b>	\$41,843	\$42,471	\$42,683	\$43,537	\$44,407
<b>9</b>	\$42,995	\$43,640	\$43,858	\$44,735	\$45,630
<b>10</b>	\$44,146	\$44,808	\$45,032	\$45,933	\$46,851

Longevity	09/01/14	09/01/17	09/01/19
10 Years	\$300	\$500	\$600
15 Years	\$600	\$800	\$800
20 Years	\$800	\$1,000	\$1,200

Paid at the close of the School Year

## ATTACHMENT A

### SIDE LETTER OF AGREEMENT

The Worcester School Committee and the Educational Association of Worcester, Therapy Assistants, on this \_\_\_\_ day of January, 2018, hereby enter into this Side Letter of Agreement.

**WHEREAS** the School Committee has granted the request of the Educational Association of Worcester to voluntarily accrete the position of Speech Language Pathology Assistant (hereinafter, "SLPAs" to the Therapy Assistant bargaining unit, subject to the requirement to satisfy the posting requirements applicable to voluntary recognition; and,

**WHEREAS** upon execution of this Side Letter by all Parties, the administration will initiate on behalf of the School Committee the necessary posting in order effectuate the accretion of the SLPAs to the Therapy Assistant bargaining unit and the attendant recognition of the EAW as the bargaining representative for SLPAs; and,

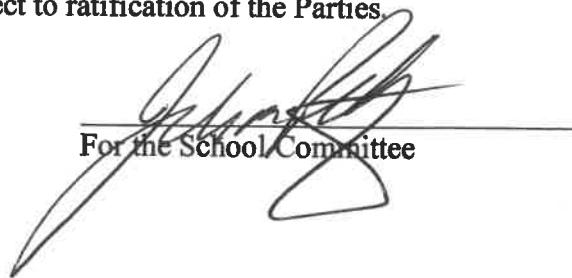
**WHEREAS** in the event that no other collective bargaining representative seeks to represent the SLPAs during the posting period, the School Committee would intend to voluntarily accrete the position of SLPAs to the Therapy Assistant bargaining unit and recognize the EAW as the bargaining representative for SLPAs under the terms established herein; and,

NOW THEREFORE, the Parties have agreed as follows:

1. This side letter shall be effective upon ratification by the Parties and shall continue in full force and effect until the Parties, by mutual agreement, modify its terms or otherwise specifically incorporate its terms into the applicable collective bargaining agreement.
2. In the event of accretion of the position of SLPAs into the Therapy Assistant bargaining unit, the SLPAs shall be compensated based upon their own salary schedule, which shall be developed and added to the collective bargaining agreement. The salary scale, attached hereto, shall be based upon salaries established and adjusted previously by the School Committee as part of non-represented employee salary adjustments, and it shall not be increased by any of the salary increases identified in Paragraph 3 of the Memorandum of Agreement to which this Side Letter is appended.
3. The SLPAs shall not be entitled to any of the longevity benefits identified in Article IX of the Therapy Assistant Collective Bargaining Agreement.
4. The SLPAs have already made the change to health insurance design consistent with the changes identified in Paragraphs 5 and 6 of the Memorandum of Agreement, and as such, their health insurance design shall not change, thereby being consistent with the newly negotiated changes agreed to by the Therapy Assistants.

5. The work day and work year for SLPAs shall be the same as that applicable to Therapy Assistants.
6. The Parties further agree to meet upon accretion of the SLPAs positions in order to review all provisions of the collective bargaining agreement not specifically addressed herein and to determine the applicability of such other provisions to the SLPAs.
7. This Side Letter of Agreement is subject to ratification of the Parties.

  
For the Union

  
For the School Committee



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

BENEFIT	CITY OF WORCESTER DIRECT	CITY OF WORCESTER ADVANTAGE		BCBS NETWORK BLUE NEW ENGLAND	BCBS BLUE CARE 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 - no deductible T2: \$500 T3: \$1,000 after deductible	10% co-insurance after deductible	30% co-insurance after deductible
Outpatient Surgery	\$250 after deductible	\$250 after deductible	\$500 after deductible	Surgical day care facility – T1: \$250 - no deductible T2: \$250 T3: \$750 Ambulatory surgical facility - \$150 after deductible	Office setting \$35 Ambulatory surgical facility \$500 per admits after deductible	20% co-insurance after deductible
Diagnostic Services Lab, X-ray, etc.	Covered in full after deductible	Covered in full after deductible		Covered in full after deductible	10% co-insurance after deductible	30% co-insurance after deductible
CT scans, MRIs, PET scans Hospital Setting	\$50 (non-hospital setting) or \$100 (hospital setting) for MRIs, PET, and CT scans after deductible	\$50 (non-hospital setting) or \$100 (hospital setting) for MRIs, PET, and CT scans after deductible		T1: \$100 T2: \$100 T3: \$500 after deductible	10% co-insurance after deductible	30% co-insurance after deductible
Short-term Rehab: Outpatient, OT, PT	\$20 co-pay 60 visits per plan year after deductible	\$25 co-pay 60 visits per plan year after deductible		\$40 co-pay 60 visits per CY	\$40 co-pay 100 visits per CY no deductible	20% co-insurance 100 visits per CY after deductible
Skilled Nursing	Covered in full Up to 100 days per plan year after deductible	Covered in full Up to 100 days per plan year after deductible		Covered in full Up to 100 days per CY	10% co-insurance Up to 100 days per CY after deductible	30% co-insurance Up to 100 days per CY after deductible
Chiropractor	\$20 co-pay 12 visits per plan year	\$25 co-pay 12 visits per plan year		\$40 co-pay	\$40 co-pay	20% co-insurance after deductible
Outpatient Mental Health	\$20 co-pay	\$20 co-pay		\$20 co-pay	\$40 co-pay	20% co-insurance after deductible
Durable Medical Equipment (wheelchairs, crutches, etc.)	20% co-insurance after deductible	20% co-insurance after deductible		20% co-insurance	20% co-insurance	40% co-insurance after deductible
ER Visit - Waived if Admitted	\$150	\$150		\$150	\$150	\$150
Ambulance	Covered in full if medically necessary or when ordered by a physician after deductible	Covered in full if medically necessary or when ordered by a physician after deductible		Covered in full if medically necessary or when ordered by a physician no deductible	Emergency: 10% co- insurance - no deductible. Medically necessary: 10% co-insurance after deductible	Emergency: 10% co- insurance - no deductible. Medically necessary: 30% co-insurance after deductible
<b>PREMIUM RATES</b> Mo. Prem. Indiv/Fam	\$526.23/\$1,337.06	\$657.32/\$1,632.00		\$775.88/\$2,005.93	\$875.75/\$2,264.40	
Employee Weekly Cost	Ind: \$30.36 Fam: \$77.14	Ind: \$37.92 Fam: \$94.15		Ind: \$44.76 Fam: \$115.73	Ind: \$50.52 Fam: \$130.64	
Monthly Cost	Ind: \$131.56 Fam: \$334.27	Ind: \$164.33 Fam: \$408.00		Ind: \$193.97 Fam: \$501.48	Ind: \$218.94 Fam: \$566.10	

This is a brief summary of some of the benefits offered. Additional details can be found in the complete plan descriptions.  
Mandatory mail-away for maintenance drugs, or 90-day at retail for maintenance drugs; however, only allowed at CVS pharmacies.

# Health and Dental Insurance Rates (\*)

Effective July 1, 2017

## NEWLY SETTLED [C]

Blue Care Elect Preferred (PPO) - \$40PCP/\$50SP IN/20% co-insurance after deductible OON (PCP & SP), \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx  
 Network Blue New England - \$20/\$30/\$40PCP/\$50SP, \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx, \$150 ER, \$250/\$250/\$750 OP\*, \$275/\$500/\$1,000 IP\*  
 City of Worcester Advantage - \$20&\$25PCP/\$40&\$50, \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx, \$150 ER, \$250/\$500 OP\*, \$275/\$750 IP\*  
 City of Worcester Direct - \$20PCP/\$35SP, \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx, \$150 ER, \$250 OP\*, \$275 IP\*

	Monthly Premium	City Share %	Monthly City Share	Monthly Employee Share	Weekly Deduction	BI-Weekly Deduction	Semi Monthly Deduction	COBRA RATES
<b>BCBS Blue Care Elect Preferred (PPO) - For out of New England members only</b>								
Individual	\$875.75	75%	\$656.81	\$218.94	\$50.52	\$101.05	\$109.47	\$893.27
Family	\$2,264.40	75%	\$1,898.30	\$566.10	\$130.64	\$261.28	\$283.05	\$2,309.69
<b>BCBS Network Blue New England</b>								
Individual	\$775.88	75%	\$581.91	\$193.97	\$44.76	\$89.52	\$96.99	\$791.40
Family	\$2,005.93	75%	\$1,504.45	\$501.48	\$115.73	\$231.45	\$250.74	\$2,046.05
<b>City of Worcester - DIRECT - HMO</b>								
Individual	\$526.23	75%	\$394.67	\$131.56	\$30.36	\$60.72	\$65.78	\$536.75
Family	\$1,337.06	75%	\$1,002.80	\$334.27	\$77.14	\$154.28	\$167.13	\$1,363.80
<b>City of Worcester Advantage - HMO</b>								
Individual	\$657.32	75%	\$492.99	\$164.33	\$37.92	\$75.84	\$82.17	\$670.47
Family	\$1,632.00	75%	\$1,224.00	\$408.00	\$94.15	\$188.31	\$204.00	\$1,664.64
<b>Altus Dental Option 1 - High</b>								
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
<b>Altus Dental Option 2 - Low</b>								
Employee/Retiree	\$37.36	0%	0	\$37.36	\$8.62	\$17.24	\$18.68	\$38.11
Two Person	\$74.71	0%	0	\$74.71	\$17.24	\$34.48	\$37.36	\$76.20
Family	\$108.02	0%	0	\$108.02	\$24.93	\$49.86	\$54.01	\$110.18

\* ONLY Retirees can have a 2-Person Dental Plan

### UnitedHealthcare Vision

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

### UNUM Optional Life Insurance - Age-bands

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

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

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

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

### THE FOLLOWING GROUPS ARE COVERED UNDER THIS PLAN:

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

**WORCESTER PUBLIC SCHOOLS**

**Speech Language Pathology Assistants**

**07/01/2017 (2%)**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>
<b>1</b>	46,368	48,805
<b>2</b>	48,982	51,416
<b>3</b>	52,752	55,188

**01/01/2018 (2%)**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>
<b>1</b>	47,295	49,781
<b>2</b>	49,962	52,444
<b>3</b>	53,807	56,292

**07/01/2018 (1%)**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>
<b>1</b>	47,768	50,279
<b>2</b>	50,462	52,968
<b>3</b>	54,345	56,855

**01/01/2019 (1%)**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>
<b>1</b>	48,246	50,782
<b>2</b>	50,967	53,498
<b>3</b>	54,888	57,424

**07/01/2019 (2%)**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>
<b>1</b>	49,211	51,798
<b>2</b>	51,986	54,568
<b>3</b>	55,986	58,572