

AGREEMENT
between the
Worcester School Committee
and the
Educational Association of Worcester
Instructional Assistants

September 1, 2016 - August 31, 2017

and

September 1, 2017 - August 31, 2020

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ARTICLE I
AGREEMENT

This Agreement is made and entered into on this 31st day of January 2018, in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, by and between the WORCESTER SCHOOL COMMITTEE (hereinafter referred to as the Committee) and the EDUCATIONAL ASSOCIATION OF WORCESTER INSTRUCTIONAL ASSISTANTS (hereinafter referred to as the Association). Unless otherwise specifically modified herein, the terms and conditions of the collective bargaining agreement covering the period from September 1, 2013 through August 31, 2016 shall remain in effect.

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 Instructional Assistants 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

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

appeal said decision to the next level as hereinafter set forth:

- a. If the grievance has not been settled to the satisfaction of the aggrieved employee at the building principal's level, or if no written decision has been received within ten (10) working days after the meeting with the principal, the aggrieved party may move to the next level of the grievance procedure.
- b. The appropriate supervisor and/or the Human Resource Manager or their 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.
- c. The Superintendent or their 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 will be open only at the mutual consent of both parties. The School Committee shall render its decision within fifteen (15) working days of said hearing. Issues involving hiring, assignments, promotions and disciplinary matters will bypass the School Committee level and go directly to arbitration.
- d. If the employee alleging a grievance is not satisfied with the decision of the School

Committee, the Association may file within thirty (30) days, at the request of the employee, an application with the American Arbitration Association. The School Committee reserves the right to insist upon a court determination of the jurisdiction of the arbitrator.

- e. The function of the arbitrator shall be to determine whether a specific violation of an express provision of the contract has occurred. The arbitrator shall be without authority to make any decision which violates or which would alter, add to, detract from, or modify the terms of this Agreement.
- f. Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the arbitrator and the AAA shall be shared equally by the Association and the Committee.
- g. A grievance that affects a group of Instructional Assistants or is of a general nature may be commenced by the Association by submitting it in writing to the Superintendent or their designee. If the nature of the alleged grievance is peculiar to a particular building, the grievance must first be initiated at the level of the building principal. If the grievance is not resolved at the building principal level, it then goes to the level of the Superintendent or their designee.

ARTICLE IV

SICK LEAVE

- A. Instructional Assistants hired prior to June 30, 1994, shall be credited with fifteen (15) days of sick leave at the start of each school year. Accumulation of sick leave shall be limited to two hundred (200) days. Instructional Assistants hired after June 30, 1994, shall earn sick leave at the rate of one (1) day per month to a maximum of ten (10) days per year for their first three (3) years of employment. Effective with the start of the fourth (4th) year of employment the Instructional Assistant shall be credited with fifteen (15) days of sick leave at the start of each school year. Accumulation of sick leave shall be limited to two hundred (200) days. An employee on paid sick leave who works the extended day schedule will receive pay based on the extended

day schedule.

B.

1. A person who is collecting Workers' Compensation may use accumulated sick leave to make up the difference, if any, between their regular pay and the Workers' Compensation payments.
2. Employees who are physically unable to return to their original assignment may be asked to return to work in a different open position within the bargaining unit if they are capable of performing the duties of the new assignment and if they are willing to do so.

C. Members of the bargaining unit will receive written notification of their accumulated sick leave by September 30th of each school year.

D. In cases where the evidence appears to establish a pattern of sick leave abuse, the Superintendent or their designee may require an employee to verify by a doctor's certificate the listing of any absence as a sick day. An employee who fails to submit a medical certificate will not be paid for the absence and for any subsequent absences. When an employee is not paid for failure to submit a medical certificate, the Association will be notified.

E. After an absence due to illness has exceeded five (5) consecutive school days, the employee shall provide the School Department with a physician's certificate describing the nature of the illness and the anticipated date of the employee's return to work.

F. Members of the bargaining unit serving 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 for the first one hundred sixty-five (165) days and twenty-five dollars (\$25.00) per day for any days beyond one hundred sixty-five (165) days, which shall be included in the employee's final paycheck and recorded as part of the annual salary for their final years of service.

G. Whenever an Instructional Assistant is absent from their duties as a result of personal injury caused by assault occurring in the course of their employment, they will be paid their regular

salary, less Workers' 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 their annual sick leave.

- H. An employee will be made aware in writing when their total sick days exceed nine (9) days in any school year. The employee and their Association representative will discuss the reason(s) for the absences with the building principal.
- I. Instructional Assistants may use up to a maximum of ten (10) sick days per year to attend to the illness of a spouse, child or parent.
- J. No sick leave allowance will be granted to an employee who is out of the Commonwealth of Massachusetts, unless the employee can produce a doctor's note or other suitable documentation that: 1) medical treatment was sought while outside 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.

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 or Memorial Week for people of the Jewish faith, when the death of a wife, husband, father, mother, step-mother, step-father, mother-in-law, father-in-law, brother, sister, son, daughter, step-children, grandparents, grandchild, or relative living in the same household or someone who has acted in "loco parentis" occurs in the family of the employee. Such leaves 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. Effective with the start of the 2017/2018 school year, add "domestic partner", "son-in-law" and "daughter-in-law" to the list of covered relationships.

Such five (5) consecutive days include holiday, Saturdays and vacation days. Sundays are specifically excluded and shall not be counted. Effective with the start of the 2017/2018 school year, such five (5) consecutive days include vacation periods. Saturdays, Sundays, and Holidays 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 Resources Manager, which approval will not be unreasonably withheld.

2. A leave of one (1) day will be granted to attend the funeral of a cousin, niece, nephew, uncle, aunt, brother-in-law, and sister-in-law.
3. Necessary time may be granted by the building principal for the employee to attend the funeral of an employee or dear friend. If a full day is taken under this Section, it will be deducted from personal leave. If no personal leave is available, the day will be without pay.
4. Absence for Jury Duty: the employer will make up the difference, if any, between their regular pay and the compensation received for Jury Duty.
5.
 - a. Three (3) 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 5(b). Abuse of the provisions of these paragraphs shall be cause for disciplinary actions.

Effective with the 2017/2018 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 A.

6. 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 the 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.
7. An employee who works the extended day schedule will receive extended day pay when absent from work for reasons covered by Section A Paragraphs 1, 2, 3, 4, 5 and 6.
8. 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 or its designee.
2. Any employee who takes an unpaid leave of absence without advance permission will be deemed to have abandoned their position and will be removed from the payroll, unless an emergency exists and notice is given to the principal or Human Resource Manager by 12 noon the day following the first day of absence.

C. Professional Leave

Upon recommendation of the Superintendent, the Committee or its designee may grant Professional Leaves with full pay to employees attending approved workshops or conferences. Compensation may include: reimbursement for all tuition, fees, books, lodging, equipment, meals and mileage reimbursement at the City rate per mile.

D. Maternity Leave

1. A member of the bargaining unit who becomes pregnant shall notify the Human Resource Manager in writing as soon as her pregnancy has been established. When notifying the Human Resource Manager the member shall, where possible, notify the Administration of any request for leave on account of pregnancy and the dates of such leave.
2. A member of the bargaining unit may continue at her assigned position. However, continued employment shall depend on the physical condition and ability of the Assistant to perform her usually assigned duties without danger to herself or students.
3. The Committee or its designee may require the member to submit adequate medical evidence (including the results of a medical examination by a physician of her choice) of the member's ability to continue employment and perform her usually assigned duties without possibility of danger or harm.
4. The parties agree that the following criteria will be used in establishing flexible guidelines for leave on account of pregnancy:
 - a. Under ordinary circumstances, the member will request and be granted a leave of absence commencing no later than three (3) weeks prior to the anticipated date of delivery.
 - b. Such leave will ordinarily be for eight (8) weeks from the date of the child's birth.
5. Leaves of absence because of the member's pregnancy shall be granted by the Committee or its designee on submission of adequate medical evidence. For the purpose of pay a maternity leave will be treated the same as any other disability leave.
6. The member of the bargaining unit shall notify the Superintendent or their designee in writing no less than thirty (30) days prior to the date she desires to return to work.

7. When a member of the bargaining unit returns from Maternity Leave, the school administration will attempt to assign the member to the same discipline which she held at the time the leave commenced. If the same position is not available the Assistant will be assigned to the most nearly equivalent position which is available at the time of her return for which she is qualified.
 8. Nothing herein shall be construed as requiring a pregnant Assistant to leave her employment (by voluntary termination or leave of absence) for any reason other than her continued ability to perform her usually assigned duties. Upon termination of the member's pregnancy, her return to work will be governed by the above standards.
 9. The parties agree that the criteria set out in Subsection 4 herein are guidelines only and situations involving pregnancy will be treated individually on a case by case basis with reference to a member's health and continued ability to work. These provisions shall be liberally interpreted so as to permit total compliance with Federal and State (Massachusetts) laws and regulations governing leave on account of pregnancy.
 10. In accordance with Chapter 149, Section 105D, M.G.L., the mother of an adopted child shall be granted up to eight (8) weeks maternity leave upon request.
 11. On the occasion of the adoption by an employee's immediate family, male and/or female employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during authorized absence at the time of adoption. At the time of the birth of his child, male employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during an authorized absence at the time of the birth of the child. This is not intended to expand the use of sick leave for any other circumstances and does not affect the use of sick leave by female employees for periods of authorized absence at the time of the birth of their child, which leave shall be under the same terms and conditions as prior to March 3, 2005.
- E. 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 one hundred fifty (150) calendar days of such leave. Thereafter, the Committee shall only be responsible for the

payment of fifty percent (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 one hundred fifty (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 one hundred fifty (150) work days of such unpaid status. An employee is considered to be in an unpaid status, despite being on workers' compensation, if the employee no longer has available sick leave to supplement their workers' compensation benefits or if the employee elects not to utilize available sick time to supplement workers' compensation. In either case, the first six weeks after entering into such unpaid status shall not be counted towards the one hundred fifty (150) work day limit. Thereafter, the Committee shall only be responsible for the payment of fifty percent (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 the school year (pupil session days and two Professional Development days) plus the day before the opening of schools.
- B.
 - 1. Effective with the start of the 1998-99 school year, employees in the bargaining unit will be paid for all regular schools days on which schools are closed for special observances or emergencies, exclusive of holidays and weather-related system cancellations. In the case of weather-related cancellations, the Instructional Assistant will continue to receive their normal bi-weekly pay and will make up the canceled day in accordance with the school calendar.
 - 2. The work day for employees in the bargaining unit shall consist of the pupil session day exclusive of an unpaid lunch period of thirty (30) minutes. Specific hours of work shall be established for each employee by their building principal, not to exceed thirty (30) minutes

before the beginning or thirty (30) 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 Employer retains the right to implement a flexible work day schedule for Instructional Assistants working within the transition program, which schedule shall not increase the length of the regular work day, but which may begin after the start of the pupil session day or end after the end of the pupil session day.

3. If an Instructional Assistant is assigned or selected by the Administration to work outside their regular work year as a paid member of a Curriculum Committee, they shall be paid at their regular hourly rate.
4. Overtime wages (one and one-half times regular hourly rate) shall be paid to employees who work more than forty (40) hours per week.

C. Effective with the start of the 2018/2019 school year, Instructional Assistants shall be required to attend a total of six hours of meeting time per school year, which shall include the first faculty meeting in September. The schedule for the remaining meetings following the first faculty meeting in September shall be developed and shared with the Instructional Assistants by September 30th of each school year. The Principal or other Administrator shall have flexibility as to the duration of each meeting up to a maximum of ninety (90) minutes and subject to the aggregate limit of six (6) hours per year. The newly agreed to approach to compensation for attending these six hours of meetings shall be by way of an increase to the annualized compensation reflected on all steps on the "base" column of the salary scale in the amount of one hundred five dollar (\$105.00) at the start of the 2018/2019 school year, which increase shall be applied after the application of the salary increase referenced herein in Article X Section A(4). The one hundred five dollar (\$105.00) increase was calculated utilizing an hourly meeting time amount of seventeen dollars and fifty cents (\$17.50). Despite the fact that the prior annualized salary included compensation for attendance at meetings, the School Committee is foregoing any pro-rated reduction of compensation attendant to the reduction in required meeting time as

described in this Section. The annualized salaries reflected in the “9 credits” and “18 credits” columns shall continue to be calculated in the same manner as previously calculated through applying the applicable hourly differential amount.

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 Superintendent decides to fill will be posted in each school in June and during the first week of the new school year at the Superintendent's discretion. Any extra-paying Instructional Assistants' positions (summer programs, after-school programs, etc.) will be posted on the bulletin boards in each school. Vacancies that occur during the school year will be filled on a temporary basis for the rest of the school year. When a vacancy occurs in an Assistant's position, the School Committee or its designee will give due weight to the following criteria in determining transfers to fill said vacancies:
 - a. Evaluations
 - b. Relevant Experience
 - c. Interview by Principal of building in which vacancy exists
 - d. Seniority

If all four criteria are equal, then the long standing practice of seniority being the deciding factor shall prevail. This provision will be for the life of this contract and sunset on the last day of school 2009.

Upon written request, an Assistant is to be notified in writing as to the reason why they are not to be recommended for said transfer.

Kindergarten assistant positions will be subject to re-assignment at the start of the school year

and during the school year as enrollment numbers warrant. An Instructional Assistant who is reassigned shall consider the new school to be their permanent assignment until the position is bid consistent with existing procedures.

The provisions of the "Special Agreement" (December, 1995) regarding the Special Education Summer Program will be incorporated into the contract.

One on one positions will not be bid at the end of the school year as this would be inconsistent with the purpose of establishing a rapport between the student and the instructional assistant.

This does not preclude the instructional assistant who is assigned to a one on one position from bidding on another position available on the bid list after two (2) full school years.

In the event that any one on one vacancy occurs during the summer months, then those instructional assistants who have notified the Human Resource Office of their interest in such positions shall be offered the vacant positions in order of seniority. If those who have expressed such an interest decline to accept the vacancy, then the vacancy shall be filled by the Administration.

The Human Resources Department intends to continue to advertise vacancies electronically and utilizing the system-wide email notification function with regard to the positions it is required to fill through the bidding process.

- C. The Human Resource Manager and (an) Instructional Assistant representative(s) will meet in order to establish a non-binding Study Committee for the purpose of establishing Career Training and/or In-Service Courses.
- D. No employee working three (3) or more years 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.
- E. The Association and its members agree not to strike pursuant to Massachusetts General Laws, Chapter 150E.
- F. Pursuant to Section 12, Chapter 150E, M.G.L., 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 Teachers Association and the National Education Association.

- G. The School Department shall make available, wherever possible, a mail slot for each Assistant at a particular work location or, alternatively, where this is not possible, one slot where all Assistants can receive their mail, notices, messages and so forth.
- H. When an employee is required to use their car for school business, they will be reimbursed at the current City rate per mile.
- I. A Joint Study Committee reviewed and modified job descriptions during negotiations in 1993. Future changes in the job descriptions will be reviewed with the Association prior to implementation. A copy of job descriptions will be included as part of the Contract (See Attachments, 81, 82, 83).
- J. Instructional Assistants will not be required to substitute for teachers. To that end, the Superintendent or their designee will issue a directive to all principals instructing them not to use Instructional Assistants as substitute teachers.

Effective with the start of the 2011-2012 school year, an Instructional Assistant who is highly qualified may be used as a day by day substitute teacher if mutually agreed upon to by the principal and the instructional assistant. If such Instructional Assistant agrees and is utilized as a substitute teacher, the Instructional Assistant will be paid their regular Instructional Assistant wages plus one-half ($\frac{1}{2}$) of the day by day substitute teacher rate when substituting for the entire day. An Instructional Assistant who serves as a substitute for less than a full school day shall be compensated in increments of one-half ($\frac{1}{2}$) hour. A formal mechanism and procedure shall be established by the Administration to govern the manner of requesting substitute coverage; the manner of approval of substitute coverage; and the manner of assignment of substitute coverage. Absent approval by the Principal, the substitute work by the Instructional Assistant shall not be compensated. The Principal retains absolute discretion and authority as to the determination and selection of Instructional Assistants in the school to utilize for substitute coverage.
- K. To the extent possible, Principals will endeavor to notify Instructional Assistants of changes in

assignment prior to the issuance of the bid list.

L.

1. Effective with the 2017/2018 school year, a list of all vacancies shall be maintained by the District showing the date that the position appeared on a bid list and the successful bidder for each position. Such list shall be made available to the EAW.
2. Systemwide Instructional Assistants who bid into a building will be attached to that building and not subject to being moved, so long as there exists comparable staffing needs at the building.

M. 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 job descriptions for positions within the bargaining unit. The Study Committee will begin its work within thirty (30) days of ratification of the Memorandum of Agreement for the period of September 1, 2016 through August 31, 2020 and shall endeavor to complete its work by the end of the 2017/2018 school year. The Study Committee shall make recommendations for changes to the job descriptions, but the Committee, through its Administration, reserves the authority over whether or not to make any such recommended changes.

N. The Parties have agreed to a Pilot Program during the 2019/2020 school year whereby the District agrees to notify all personnel of existing known vacancies by way of two separate bid lists. The Parties have agreed to meet in advance of the implementation of the second bid list in order to discuss specifics as to the specific language and dates around implementation. This Pilot Program shall expire on August 31, 2020. Any extension of the Pilot Program would require mutual agreement of the Parties.

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 RESULTING FROM REDUCTION IN FORCE

A. Seniority is defined as the number of years, months and days of consecutive service as an Instructional Assistant in the Worcester Public Schools. Unpaid leaves of absence will not break the continuity of service, but time spent on such leaves, if more than thirty (30) school days' duration, will not count as creditable service towards seniority.

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

When, in the judgment of the Committee, the number of Assistants is to be reduced in a school, the Administration will determine the category of Instructional Assistant position in which the reduction shall occur from among the following categories: Bilingual Assistants and all other Assistants. This procedure is not applicable to the annual assignment of Kindergarten Instructional Assistants.

C. After the above determination is made, volunteers in the affected category will be transferred first, if such transfers are in the best interest of the school system. When there are no volunteers, the least senior person in the affected category will be transferred, 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 the school in question.

An Instructional Assistant transferred pursuant to the above will have priority of transfer to vacant positions in their category. If there are no vacancies in their category, the displaced Assistant may transfer to the position in their category held by the least senior Assistant in that category. The least senior Assistant so affected may transfer to a vacancy in another category for which they are qualified. However, in the case of Reduction in Force, an

Assistant whose job is eliminated, may transfer into the position held by the least senior Assistant in a category for which the Assistant is qualified. An Instructional Assistant ultimately reduced from the force through the above process, shall, for a period of two (2) years, be given first consideration for any Assistant vacancy for which that Assistant is qualified.

The above provisions will be revised 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.

ARTICLE X

SALARY

- A. Wage schedules will be adjusted as follows with increases to all steps on the “base” column of the salary scale on the following dates:
1. Effective on the first day of the 2016/2017 School Year: Zero Percent (0%) Increase.
 2. Effective on the first day of the 2017/2018 School Year: One Percent (1%) Increase.
 3. Effective on the 92nd day of the 2017/2018 School Year: One Percent (1%) Increase.
 4. Effective on the first day of the 2018/2019 School Year: One Percent (1%) Increase.
 5. Effective on the 92nd day of the 2018/2019 School Year: One Percent (1%) Increase.
 6. Effective on the first day of the 2019/2020 School Year: Two Percent (2%) Increase.
 7. Effective at the start of the 2019/2020 school year, the Parties have agreed to an increase to the annualized compensation reflected on all steps on the “base” column of the salary scale in the amount of \$100.00, which increase shall be applied after the application of the salary increase referenced herein at Section A(6).
 8. Instructional Assistants shall be paid in accordance with the basic step salary schedule and provisions as set forth in Appendix A, which schedule already includes the wage increases described previously in this paragraph. These salary schedules are based on the number of

years of experience as an employed Instructional Assistant by the Worcester Public Schools, except that the Superintendent may hire new Instructional Assistants at above Step 1 for the purpose of salary only.

9. The annualized salaries reflected in the “9 credits” and “18 credits” columns shall continue to be calculated in the same manner as previously calculated through applying the applicable hourly differential amount.
- B. Following the initial implementation period in 1977-1978, employees will then 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 percent (50%) or more of the previous school year. Each yearly increment shall be subject to favorable review of individual performance.
- C. To be applied for incentive purposes, credits must be pre-approved by the Superintendent or his designee and taken after initial employment as an Instructional Assistant.
1. Future employees will be placed on the proper step of the salary schedule in accordance with this Article. For incentive differential purposes, only pre-approved courses taken after employment as an Instructional Assistant will be valid.
 2. For those employed as Instructional Assistants prior to September 1, 1977, requirement governing acceptance of previously acquired credits for incentive differential purposes shall remain as in accordance with provisions of the 1976-77 Agreement between the Worcester School Committee and the Worcester Public School Instructional Assistants Association.
- D. Effective with the start of the 2001-2002 school year hourly incentive differentials shall be earned by all members of the bargaining unit in accordance with the following criteria:
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 sixty (60) cents per hour rate increase.
 2. Successful completion of eighteen (18) credit hours of pre-approved in-service and/or college credit courses shall entitle the employee to an additional forty (40) cents per hour rate increase, for a maximum of one dollar (\$1.00) per hour rate increase.

E. Those Assistants who are assigned for the school year to perform special health services caused by a medical condition will receive an annual stipend of five hundred dollars (\$500.00).

F. All Assistants assigned to schools where teachers receive a stipend for teaching at alternative schools shall receive an annual stipend of seven hundred dollars (\$700.00) to be paid in a lump sum at the end of the school year.

Positions which are eligible for the annual stipend will be subject to annual bidding. In filling these positions, due weight will be given to the criteria listed in Article VII, Section B.

A joint study committee will be established in the Fall of 1998, to review including those Instructional Assistants who are assigned to Total Service classrooms, as being eligible for the above-referred to stipend schedule. The joint study committee will present its recommendations to the full negotiations committee on or about December 31, 1998.

G. The employee will be paid in twenty-six (26) equal payments for the contract year. However, an employee may request to be paid a lump-sum payment for summer pay. Payment schedule and notice requirements will be consistent with the teacher contract.

H. Effective September 1, 2007, employees who have served as an Instructional Assistant for more than ten (10) years will receive an annual longevity lump-sum payment of five hundred dollars (\$500.00) at the close of the school year. Those serving more than fifteen (15) years will receive seven hundred fifty dollars (\$750.00), and those serving more than twenty (20) years will receive one thousand dollars (\$1,000.00).

Effective during the 2014/2015 school year the Parties have agreed to increase each of the annual longevity benefit amounts in the collective bargaining agreement by \$250.00, and accordingly, the benefit shall be as follows: After ten (10) years: seven hundred fifty dollars (\$750.00); after fifteen (15) years: one thousand dollars (\$1,000.00); and after twenty (20) years: one thousand two hundred fifty dollars (\$1,250.00).

Effective September 1, 2017, employees who have served as an Instructional Assistant for more than ten (10) years will receive an annual longevity lump-sum payment of one thousand dollars (\$1,000.00) at the close of the school year. Those serving more than fifteen (15) years will

receive one thousand two hundred fifty dollars (\$1,250.00), those serving more than twenty (20) years will receive one thousand five hundred dollars (\$1,500.00), those serving more than twenty-five (25) years will receive one thousand seven hundred fifty dollars (\$1,750.00), and those serving more than thirty (30) years will receive two thousand dollars (\$2,000.00).

- I. Employees will be paid seventeen dollars and fifty cents (\$17.50) per hour for hours worked during the summer months. Employees who work in after school programs shall be paid their regular hourly rate or ten dollars (\$10.00) per hour, whichever is greater.
- J. Effective with the last day of previous contract, the wait between the current steps 7 and 8 (three years) shall be eliminated, and the salary schedule shall become a true nine step schedule. The benefits of this change became effective with the commencement of this contract between the Parties. It is further agreed that the implementation of this change shall not result in a double step advancement or so-called double bump for any instructional assistant.
- K. All employees shall be required to utilize direct deposit in connection with the payment of all salaries and other compensation. The School Committee and the City shall not be required to mail pay stubs 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 their salary and other compensation, that employee shall be required to pick-up their 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, M.G.L., 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. 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 c.32B, M.G.L.:

- 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). The City shall no longer offer current health insurance plans following implementation of the above referenced plans. Plan design shall be in accordance with the attached benefit summary, Attachment B.
- 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 and September 1, 2006 through August 31, 2009, which are and were essential components of the Parties' contract settlements, are held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provisions is in any way restrained, then the City/School Committee shall be relieved of the obligation to pay or to continue to pay those benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes. In the event that a final judgment is rendered and not appealed or is not further appealable which declares such provisions valid or removes any restraint on their enforcement, then the City/School Committee shall continue to pay or resume paying the benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes, to the extent otherwise continuing to be applicable. In determining which benefits were conferred in exchange for which design and contribution changes and in order to define for the Parties both the intent of the parties with respect

to the enforcement of this language and the manner, scope and terms of the enforcement, the Parties will refer to the applicable terms of the Collective Bargaining Agreement for the periods of September 1, 2005 through August 31, 2006 and September 1, 2006 through August 31, 2009; and the applicable terms of the Memoranda of Agreement for the periods of September 1, 2009 through August 31, 2010; and September 1, 2010 through August 31, 2013, which applicable contract terms and applicable terms of the Memoranda of Agreement are incorporated by reference for the purposes of enforcing this Paragraph.

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.

- D. The City shall offer to all employees a basic dental insurance plan. The employee shall pay one hundred percent (100%) of the premium for this program.
- E. The City of Worcester shall increase the amount of its basic life insurance plan from two thousand dollars (\$2,000.00) to five thousand dollars (\$5,000.00), effective November 1, 1988.
- F. 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.
- G. 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 lower cost from another provider. Said determination as to equivalent coverage is subject to the grievance and arbitration procedure. A letter will be written to the President of the EAW and signed by the Worcester Public Schools' attorney, 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, Section G of the contract between the Worcester School Committee and the EAW:

1. If the EAW files a grievance on Article XI, Section G said grievance may be filed at the School Committee level.
2. 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.
3. 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.
4. Except as provided herein, the grievance procedure of the contract shall be complied with for all Article XI grievances.
5. Administration of the insurance program for Instructional Assistants will be in accordance with the provisions, Chapter 32B, M.G.L., as amended.
6. 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:
 - a. Semi-private room at hospital.
 - b. Eighty percent (80%) reimbursement of office visits, prescription drugs and ambulance service.
 - c. In-patient services, covered in full.
 - d. In-hospital physician services.
 - e. Outpatient physical therapy services, reimbursement.
 - f. 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.

J. 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:

1. 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.
2. 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.
3. 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.
4. 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 procedures 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 J(1) through J(4) may be implemented by the carrier on an individual basis (e.g. J(3) only) or a complete basis (J(1) through J(4)).

K. 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.

- L. Effective July 1, 2017, health insurance deductibles for all plans shall be increased from two hundred fifty dollars (\$250.00)/seven hundred fifty dollars (\$750.00) to a maximum not to exceed five hundred dollars (\$500.00)/one thousand dollars (\$1,000.00).
- M. Effective January 15, 2018, or as soon as practicable thereafter, prescription drug co-pays and coverage changes for all plans as follows:
 - 1. To increase the second (2nd) tier of prescription co-pays from twenty-five dollars (\$25.00) to thirty dollars (\$30.00).
 - 2. To increase the third (3rd) tier of prescription co-pays from forty-five dollars (\$45.00) to sixty dollars (\$60.00).
 - 3. To require mandatory mail order refills on all maintenance prescriptions.
- N. Effective January 15, 2018, or as soon as practicable thereafter:
 - 1. increase the co-pays for PCP office visits for all tiers by five dollars (\$5.00).
 - 2. increase the co-pays for specialist office visits up to a maximum not to exceed fifty dollars (\$50.00).
 - 3. increase the ER co-pay to one hundred fifty dollars (\$150.00) per visit.
 - 4. increase the Inpatient Hospital Co-pay to a maximum not to exceed one thousand dollars (\$1,000.00) for each plan.
 - 5. increase the Outpatient Hospital Co-pay to a maximum of seven hundred fifty dollars (\$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]).

ARTICLE XII

LIGHT DUTY LANGUAGE

The parties recognize that the passage of the Americans with Disabilities Act requires the

Superintendent to make efforts to reasonably accommodate any ill or injured employee. Accordingly, it is hereby agreed that it shall not be a violation of the collective bargaining agreement for the Superintendent to assign a member of the bargaining unit to any duties which are the responsibility of the School Department and which the City physician has determined the employee is capable of performing on either a full-time or part-time basis. Any employee who refuses any such assignment shall be placed on unpaid leave of absence and may be subject to other appropriate action by the Superintendent.

Members of the bargaining unit who are incapable of performing light duty and have been on sick leave or workers' compensation for more than one year shall be required to file an application for retirement benefits.

ARTICLE XIII

EVALUATIONS

The evaluation of Instructional Assistants is designed to allow the individual to understand how their effort is perceived by the teacher and/or principal; allow the individual to grow in their role as an Instructional Assistant; allow for determination of the effectiveness of the Assistant. Instructional Assistants shall be evaluated each of the first three (3) years they are employed. Following the third (3rd) year each Instructional Assistant will be evaluated every other year, except when their performance has been unsatisfactory, in which case they will be evaluated in the off year. However, in the case of an Instructional Assistant who transfers (involuntary or voluntary) into a new school, the Instructional Assistant will be evaluated in the year of transfer, regardless if it is a scheduled or non-scheduled evaluation year. The primary evaluator will be the principal or a designee. To the degree necessary, the principal may involve the teacher(s) that the Assistant works with on a day-to-day basis. It shall be the responsibility of the principal to provide any necessary suggestions for continual growth.

The Parties have agreed to the evaluation instrument as an appendix to the collective bargaining agreement.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

A. In order to encourage professional development and continuing education, the Committee will establish a tuition reimbursement account. To this end a pilot program will be established for the period September, 2001, through August, 2004, whereby employees covered by this Agreement who have completed one (1) year of full-time employment as an Instructional assistant with the Worcester Public Schools will be eligible for participation. Tuition will be paid up front for the enrollee so long as the course is pre-approved by the building Principal, Quadrant Manager and Assistant Human Resource Manager, using the Worcester Public School Course Approval Form. The Form must include the cost of the course. No registration, student activity or other fees will be reimbursed. A grade of "B" or better will be considered successful completion of a course and failure to attain such a grade will subject the Instructional Assistant to complete reimbursement of the tuition to the Worcester Public Schools by payroll deduction. In the case of a "Pass/Fail" course, a "Pass" shall be eligible for fifty percent tuition reimbursement. Total reimbursement will be limited to a maximum as follows:

2001-2002- \$25,000

2001-2003- \$30,000

2001-2004- \$35,000

In the event Course Approvals reach the maximum, the Course Approval form will be returned to the employee; the Course Approval Form will indicate that the course will not qualify for reimbursement since the limit has been reached.

To assist in the equitable distribution of the annual allotment, one-half ($\frac{1}{2}$) of the annual allotment will be available for courses held in the Fall session (i.e., \$7,500 for Fall of 1998-99 school year) and one-half ($\frac{1}{2}$) of the annual allotment will be available for courses held in the Spring and Summer sessions (i.e., \$7,500 for Spring/Summer of 1998-99 school year). An employee will be eligible for only one (1) course reimbursement per session to a maximum of three (3) per year (one Fall, one Spring, one Summer). An individual may only seek approval for one (1) course at a

time. It is understood that reimbursement for Summer session courses will be available if the Spring allotment is not fully utilized.

Employees will not be released from school before the end of the employee's regularly scheduled work day to attend such courses. Only courses taken at accredited colleges/universities will be eligible for reimbursement. Correspondence courses will not qualify for reimbursement. Upon completion of the course, the employee must submit the following in order to qualify for reimbursement: 1) approved Course Approval Form; 2) transcript/grade report from institution; 3) receipt from college indicating the amount of tuition paid. The employee must submit a request for reimbursement within sixty (60) days of the completion of the course. An employee will be limited to a maximum of three (3) courses per year. An employee may submit a Course Approval Form for a summer course(s) prior to the end of the school year in June.

- B. 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 Instructional Assistants. The Study Committee will endeavor to complete its work prior to the end of the 2017/2018 school year. The Study Committee will provide its recommendations to the Superintendent or his/her designee.
- C. The District agrees that, as an alternative to the Association's proposal to include Instructional Assistants in TeachPoint, it will endeavor as soon as possible to establish its own platform for tracking the PTPs of Instructional Assistants.

ARTICLE XV

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 encourage 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 at such meeting. However, the Parties agree that time is of the essence in these matters. And no undue delay in acquiring union representation shall be tolerated. The Employee may also be accompanied by the Union Representative at the time of the test, so long as such representation does not compromise the validity of the test.

ARTICLE XVI

SICK BANK

It is agreed by the Parties that a new article will be added to the collective bargaining agreement, establishing a sick bank to be effective on September 1, 2002. Members who have joined the bank shall be required to have forty (40) of their own sick days available at the outset of any illness for which they claim days from the bank. The bank shall be governed by a sick bank committee consisting of three (3) representatives of the School Committee and three (3) representatives of the Union. Any tie votes of the sick bank committee shall be decided by the Mayor, or the Mayor's designee. The Parties agree to convene a meeting in order to determine the organizational issues attendant to funding the bank and administering the bank as soon as practicable so as to ensure that the bank is effective on September 1, 2002. The Parties have agreed to include Sick Bank Rules as an appendix to the collective bargaining agreement. It is understood that by including Sick Bank Rules as an appendix, the Parties are not changing the non-grievable nature of the benefit and its administration.

ARTICLE XVII

TRANSITION OF ESL TUTORING WORK

The Parties acknowledge and agree that the District will be posting and filling various full-time positions involving ESL Tutoring work, which positions will be covered by the Collective Bargaining Agreement between the School Committee and the EAW, Tutors Unit (hereinafter, the "Tutors' Contract"). The terms and conditions applicable to those newly posted and filled positions will be defined by the Tutors'

Contract. This work which has historically been performed, when performed on a full-time basis, by Instructional Assistants, will be performed beginning with the start of the 2014/2015 school year by members of the Tutors Unit and not by members of the Instructional Assistants Unit.

ARTICLE XVIII

HOLIDAYS

Effective with the 2017/2018 school year, holidays will be paid in accordance with City policy and consistent with the handling of holiday benefits with other City bargaining units. Payment for the holidays shall be included in the bi-weekly payroll for the period in which it is earned, or as soon as practicable thereafter, given that the time within the bi-weekly payroll period when the holiday falls could affect the District's ability to include it in that bi-weekly payroll.

- A. Effective with the 2017/2018 school year, Instructional Assistants shall be entitled to a total of one (1) paid holiday (Thanksgiving).
- B. Effective with the 2018/2019 school year, Instructional Assistants shall be entitled to a total of two (2) paid holidays (Thanksgiving and Christmas).
- C. Effective with the 2019/2020 school year, Instructional Assistants shall be entitled to a total of three (3) paid holidays (Thanksgiving, Christmas and Labor Day).


ARTICLE XIX

DURATION OF AGREEMENT


This document reflects the parties' entry into two collective bargaining agreements covering the period of September 1, 2016 through August 31, 2020. The duration of the first agreement shall be effective from September 1, 2016 through August 31, 2017. The duration of the second agreement shall be effective from September 1, 2017 through August 31, 2020. 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, 2020. Such negotiations for a successor agreement shall commence on or about September 1, 2020.

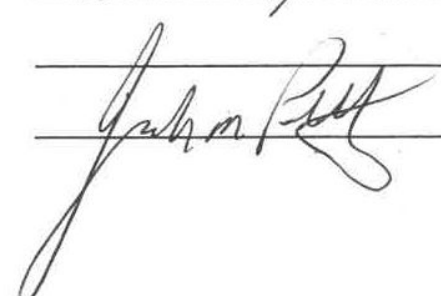
This Agreement is executed on this 31st day of January 2018 by the Parties.

For the Association:


Cynthia Brownell
Christine Paschke
Jaqueline Hacke
Teresa Kordulak
Th. Lapierre
Alejandra Gomez
Kathleen R. Lacey
Lynne G. G. G.
Roger Nye

For the School Committee:

Molly O'Connell

Brian Connell
John Monfredo
Dante Conzatti



APPENDIX A

INSTRUCTIONAL ASSISTANTS SALARY SCHEDULE

Applies to all instructional assistants except those hired by the Worcester Vocational School System prior to the merger with the Worcester Public Schools on July 1, 1998.

First day of 2016-2017 school year			
0%			
STEP	base	9 credits	18 credits
		.60/hour	1.00/hour
1	16,939.16	17,597.96	18,037.16
2	17,875.00	18,533.80	18,973.00
3	18,144.96	18,803.76	19,242.96
4	19,692.67	20,351.47	20,790.67
5	21,330.37	21,989.17	22,428.37
6	22,698.12	23,356.92	23,796.12
7	24,029.88	24,688.68	25,127.88
8	24,641.77	25,300.57	25,739.77
9	26,345.20	27,004.00	27,443.20

First day of 2017-2018 school year			
1%			
STEP	base	9 credits	18 credits
		.60/hour	1.00/hour
1	17,108.55	17,767.35	18,206.55
2	18,053.75	18,712.55	19,151.75
3	18,326.41	18,985.21	19,424.41
4	19,889.60	20,548.40	20,987.60
5	21,543.68	22,202.48	22,641.68
6	22,925.10	23,583.90	24,023.10
7	24,270.17	24,928.97	25,368.17
8	24,888.19	25,546.99	25,986.19
9	26,608.65	27,267.45	27,706.65

INSTRUCTIONAL ASSISTANTS SALARY SCHEDULE

Applies to all instructional assistants except those hired by the Worcester Vocational School System prior to the merger with the Worcester Public Schools on July 1, 1998.

92nd day of 2017-2018 school year			
1%			
STEP	base	9 credits	18 credits
		.60/hour	1.00/hour
1	17,279.64	17,938.44	18,377.64
2	18,234.29	18,893.09	19,332.29
3	18,509.67	19,168.47	19,607.67
4	20,088.50	20,747.30	21,186.50
5	21,759.12	22,417.92	22,857.12
6	23,154.35	23,813.15	24,252.35
7	24,512.87	25,171.67	25,610.87
8	25,137.07	25,795.87	26,235.07
9	26,874.74	27,533.54	27,972.74

First day of 2018-2019 school year			
1% Plus Additional \$105 for Required Meeting Time*			
STEP	base	9 credits	18 credits
		.60/hour	1.00/hour
1	17,557.44	18,216.24	18,655.44
2	18,521.63	19,180.43	19,619.63
3	18,799.77	19,458.57	19,897.77
4	20,394.39	21,053.19	21,492.39
5	22,081.71	22,740.51	23,179.71
6	23,490.89	24,149.69	24,588.89
7	24,863.00	25,521.80	25,961.00
8	25,493.44	26,152.24	26,591.44
9	27,248.49	27,907.29	28,346.49

*Annualized amount reflects compensation for school year plus 6 hours of required meeting time in the amount of \$105

INSTRUCTIONAL ASSISTANTS SALARY SCHEDULE

Applies to all instructional assistants except those hired by the Worcester Vocational School System prior to the merger with the Worcester Public Schools on July 1, 1998.

92nd day of 2018-2019 school year			
1%			
STEP	base	9 credits	18 credits
		.60/hour	1.00/hour
1	17,733.01	18,391.81	18,831.01
2	18,706.85	19,365.65	19,804.85
3	18,987.77	19,646.57	20,085.77
4	20,598.33	21,257.13	21,696.33
5	22,302.53	22,961.33	23,400.53
6	23,725.80	24,384.60	24,823.80
7	25,111.63	25,770.43	26,209.63
8	25,748.37	26,407.17	26,846.37
9	27,520.97	28,179.77	28,618.97

*Annualized amount reflects compensation for school year plus 6 hours of required meeting time in the amount of \$105

First day of 2019-2020 school year			
2% Plus Additional \$100			
STEP	base	9 credits	18 credits
		.60/hour	1.00/hour
1	18,187.67	18,846.47	19,285.67
2	19,180.99	19,839.79	20,278.99
3	19,467.53	20,126.33	20,565.53
4	21,110.30	21,769.10	22,208.30
5	22,848.58	23,507.38	23,946.58
6	24,300.32	24,959.12	25,398.32
7	25,713.86	26,372.66	26,811.86
8	26,363.34	27,022.14	27,461.34
9	28,171.39	28,830.19	29,269.39

*Annualized amount reflects compensation for school year plus 6 hours of required meeting time in the amount of \$105

Longevity*	9/1/07	9/1/14	Effective 2017-2018 school year
10 Years	\$500	\$750	\$1,000
15 Years	\$750	\$1,000	\$1,250
20 Years	\$1,000	\$1,250	\$1,500
25 Years			\$1,750
30 Years			\$2,000

*Longevity payments shall continue to be made at the end of the school year.

Annual Stipends*	09/01/01
Special Health Services	\$500
Alternative School	\$700

*Annual stipends shall continue to be made at the end of the school year.

Substitute Teaching	Effective 2011-2012 school year
Full Day	Regular wages PLUS one-half (1/2) of the day by day substitute teacher rate (\$35)
Less than full day	Compensated in increments of one-half (1/2) hour

Effective Summer 2016	
Summer work	\$17.50 per hour
After school program	Regular hourly rate or \$10 per hour, whichever is greater

JOB DESCRIPTION FOR INSTRUCTIONAL ASSISTANT

POSITION: INSTRUCTIONAL ASSISTANT

REPORTS TO: BUILDING PRINCIPAL

ACCOUNTABILITY OBJECTIVE:

This position is accountable for providing assistance to the classroom teacher and/or other certified personnel, to support the instruction of all students (with mild to moderate to severe special needs and general education) and to facilitate educational access for students with disabilities using sound judgment and confirming with the rules and regulations of the Worcester Public Schools

PRINCIPAL RESPONSIBILITIES:

1. Responsible for assisting the classroom teacher by reviewing, correcting and reinforcing lessons with individual and small groups of students in all content areas and other activities as defined in the student's IEP or 504 plan.
2. Responsible for assisting in preparation and inventory of instructional materials and the setting-up operating and maintenance of various classroom's learning aids, and equipment.
3. Responsible for supporting student physical and personal care needs such as assisting in lavatory routines, toileting, diapering, lifting, etc..
4. Responsible for the supervision of breakfast and/or lunch periods, and assemblies and cleaning up of work areas.
5. Responsible for assisting the classroom teacher in clerical work which may include, but it is not limited to, recording daily attendance, cataloging and filing instructional materials.
6. Responsible for participating and contributing to weekly, monthly and long-range planning with the classroom teacher for instructional activities such as observing special days and events, field trips and visits and school wide activities such as health testing, etc.
7. Responsible for assisting the classroom teacher during the work day in maintaining open communication. All oral and written communication is under the supervision of the teacher and/or administrator.
8. Responsible for maintaining student confidentiality.
9. Responsible for the supervision and support of children in both structured and unstructured activities and across environments throughout the day.
10. Responsible for contributing to a warm and open atmosphere so that all students will have the opportunity to grow and develop to their fullest potential.

11. Responsible for serving as the guiding source of information and assisting any substitute teacher assigned in the absence of the teacher.
12. Responsible for implementing district and school-wide rules, policies and procedures and individual student behavior plans.
13. Responsible for adhering to all testing protocols for students with disabilities, including formal and informal testings. Responsible for participating in related PD specific to the administration of assessments and accommodations.
14. Responsible for performing duties associated within specialty areas. This may include those instructional assistants who are assigned to special projects, including grant programs that required specialized training and duties.
15. Responsible for performing duty work (lunch, recess, line, bus) when required to do so by Building Principal. It is understood that duty assignments will be distributed in an equitable basis.
16. Responsible for participating in non-violent crisis intervention training within the first 3 years of employment.
17. Responsible for assuring equal educational opportunity to all individuals regardless of race, color, gender, age, marital status, religion, national origin, sexual orientation, homelessness, or disability.
18. Responsible for performance of other job-related duties as assigned.

REQUIRED QUALIFICATIONS:

1. An Associate of Arts degree, or
2. 48 undergraduate college credits, or
3. 360 Professional Training Points
4. Meeting or exceeding the State-determined score on the Para-professional Assessment or the Work Keys Assessment

PREFERRED QUALIFICATIONS:

1. Non-violent crisis intervention trained
2. Previous experience supporting students

WORK DAY/YR: School day and 183 days

SALARY: Appropriate step

JOB DESCRIPTION FOR INSTRUCTIONAL ASSISTANT: BILINGUAL OFFICE

POSITION: INSTRUCTIONAL ASSISTANT: BILINGUAL OFFICE

REPORTS TO: BUILDING PRINCIPAL/DIRECTOR OF BILINGUAL EDUCATION

ACCOUNTABILITY OBJECTIVE:

This position is accountable for providing assistance to parents, office staff and faculty in the delivery of quality education and school-community relations by means of maturity and sound reasoning consistent with rules and regulations of the Worcester Public Schools.

PRINCIPAL ACCOUNTABILITIES:

1. Responsible for assisting parents in the enrollment process, ensuring that all proper forms are completed.
2. Responsible for assuring the completion of the Classroom Language Survey Form for every new enrollee in the school and for filing a completed Home Language Survey Form in the student's cumulative record.
3. Responsible for forwarding to parents the Parental Notification letter indicating placement in the Bilingual Program and for securing principal's signature on the Transitional Bilingual Education program card (salmon colored).
4. Responsible for affixing LAU sticker and securing principal's signature to student's cumulative record.
5. Responsible for ensuring that cumulative records of students transferring within the Worcester Public Schools are complete and contain the following: ESL Checklist, IDEA pre-test booklet and two Santillana Progress Charts (Elementary level only). Workbooks should be forwarded when applicable.
6. Responsible for serving as an interpreter, when needed.
7. Responsible for equal educational opportunity to all individuals regardless of race, color, gender, age, marital status, religion, national origin, sexual orientation or disability.
8. Performance of other job-related duties as assigned.

REQUIRED QUALIFICATIONS:

1. An Associate of Arts degree; 48 undergraduate college credits; 360 Professional Training Points; or Meeting or exceeding the State-determined score on the Para Professional Assessment or the Work Keys Assessment.

2. Written and oral fluency in English and Spanish.
3. Excellent interpersonal skills.

PREFERRED QUALIFICATIONS:

1. Competent in Microsoft Office.
2. Fluency in Albanian, Portuguese, Vietnamese and/or an African Language.

WORK DAY/YR: School day and 183 days

SALARY: Appropriate step

**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
PREMIUM RATES Mo. Prem. Indiv/Fam Employee Weekly Cost Monthly Cost	\$526.23/\$1,337.06 Ind: \$30.36 Fam: \$77.14 Ind: \$131.56 Fam: \$334.27	\$657.32/\$1,632.00 Ind: \$37.92 Fam: \$94.15 Ind: \$164.33 Fam: \$408.00		\$775.88/\$2,005.93 Ind: \$44.76 Fam: \$115.73 Ind: \$193.97 Fam: \$501.48	\$875.75/\$2,264.40 Ind: \$50.52 Fam: \$130.64 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.

NEWLY SETTLED [C]

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

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

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

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

	Monthly Premium	City Share %	Monthly City Share	Monthly Employee Share	Weekly Deduction	Bi-Weekly Deduction	Semi Monthly Deduction	<u>COBRA RATES</u>
BCBS Blue Care Elect Preferred (PPO) - For out of New England members only								
Individual	\$875.75	75%	\$656.81	\$218.94	\$50.52	\$101.05	\$109.47	\$893.27
Family	\$2,264.40	75%	\$1,698.30	\$566.10	\$130.64	\$261.28	\$283.05	\$2,309.69
BCBS Network Blue New England								
Individual	\$775.88	75%	\$581.91	\$193.97	\$44.76	\$89.52	\$96.99	\$791.40
Family	\$2,005.93	75%	\$1,504.45	\$501.48	\$115.73	\$231.45	\$250.74	\$2,046.05
City of Worcester - DIRECT - HMO								
Individual	\$526.23	75%	\$394.67	\$131.56	\$30.36	\$60.72	\$65.78	\$536.75
Family	\$1,337.06	75%	\$1,002.80	\$334.27	\$77.14	\$154.28	\$167.13	\$1,363.80
City of Worcester Advantage - HMO								
Individual	\$657.32	75%	\$492.99	\$164.33	\$37.92	\$75.84	\$82.17	\$670.47
Family	\$1,632.00	75%	\$1,224.00	\$408.00	\$94.15	\$188.31	\$204.00	\$1,664.64
Altus Dental Option 1 - High								
Employee/Retiree	\$42.66	0%	0	\$42.66	\$9.84	\$19.69	\$21.33	\$43.51
Two Person	\$85.31	0%	0	\$85.31	\$19.69	\$39.37	\$42.66	\$87.02
Family	\$127.87	0%	0	\$127.87	\$29.51	\$59.02	\$63.94	\$130.43
Altus Dental Option 2 - Low								
Employee/Retiree	\$37.36	0%	0	\$37.36	\$8.62	\$17.24	\$18.68	\$38.11
Two Person	\$74.71	0%	0	\$74.71	\$17.24	\$34.48	\$37.36	\$76.20
Family	\$108.02	0%	0	\$108.02	\$24.93	\$49.86	\$54.01	\$110.18

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

UnitedHealthcare Vision

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

UNUM Optional Life Insurance - Age-bands

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

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

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

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

THE FOLLOWING GROUPS ARE COVERED UNDER THIS PLAN:

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

ATTACHMENT C
SIDE LETTER
NON-MEDICAL PROCEDURES

1. Wherever mandated by law or where medically warranted, health procedures in the school buildings will be performed by a registered nurse.
2. In situations where paragraph 1 (above) does not apply, school staff personnel will perform certain health procedures for students, but will be periodically supervised by medical personnel in the performance of these duties.
3. Wherever appropriate the school staff member involved with health procedures for a student will be allowed to participate in the team meeting involving said student.
4. School staff personnel involved in implementing, rendering, and assisting in health procedures for students will receive training for these duties by an appropriate party. This may include the parent(s), nurse, school doctor or other medical personnel.
5. The School Committee will provide all necessary equipment and attire to insure the safety of the school staff members. (i.e., goggles, gloves, gowns).
6. The School Committee will provide access to materials or equipment necessary to safely dispose of all materials used in performing these medical procedures.
7. The School Committee will follow the procedures outlined in 105 CMR 210.000 Administration of Prescription Medications in Private and Public Schools.
8. Pursuant to MGL C.258, S2, the School Committee will indemnify a school staff member who is found liable for injury suffered by a student as a result of health procedures rendered by the school staff member while acting within the scope of his/her official duties of employment.

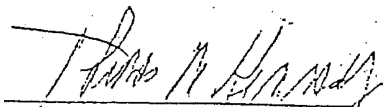
SUMMER PROGRAMS
SPECIAL EDUCATION

SETTLEMENT AGREEMENT

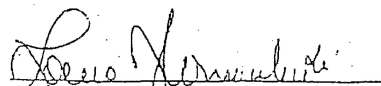
This AGREEMENT made this fourth day of December, 1995, by and between the Worcester Public Schools (hereinafter "Worcester") and the Instructional Assistants Association represented by the Educational Association of Worcester (hereinafter "EAW").

In consideration of the mutual promises contained herein, Worcester and the EAW hereby agree to the following terms and conditions regarding the Special Education Summer Program:

1. Instructional Assistants employed by the Worcester Public Schools as Instructional Assistants will receive first priority for working in summer programs. Outside candidates will receive consideration if there are no qualified candidates expressing an interest in working the summer program.
2. Preference will be given to those Worcester Public Schools Instructional Assistants who worked in the summer program the previous year and received an overall satisfactory evaluation for their work in the summer program. The evaluation form is attached. In cases where there is a reduction in positions from the previous year and all of the incumbents were recommended to return, the six individual evaluation criteria will then be used to determine which employee(s) will return. If a determination cannot be made from the evaluation, Criteria #3 will then be utilized.
3. An individual selected for the summer program must have experience in dealing with the population served by the program. For example, if the position is working with physically handicapped children, the person will need to have experience in this area; if the position will deal with behavior disorder students, the person selected will need to have experience working with behavior disorder students.
4. The number of consecutive years that an Instructional Assistant has served in the summer program will be used as the next criteria (after number 3 above) in cases where there is either a reduction in staff or an increase in staff (this would impact an employee who may have previously participated in the summer program, but decided to voluntarily not participate and is now reapplying).
5. The total number of years (not consecutive) working in the program will be the final selection criteria.
6. This Agreement applies to Instructional Assistant positions only.



For the Worcester Public Schools






For the Educational Association of Worcester

AGREEMENT

This Agreement is effective October 26, 1998.

This Agreement impacts the Instructional Assistants who are assigned to the TV Studio at South High Community School. Due to the demands of the studio production schedule, it is agreed that these Instructional Assistants will qualify for overtime payment at the rate of one and one-half times the regular hourly rate for work completed during time that is not part of the regular school day. This time includes late afternoon, early evening production work, including Homework Hotline, work performed during the three non-scheduled work weeks during the school year (Christmas vacation period; February vacation period; April vacation period). Work performed during the summer non-school periods specifically excluded from the time and one-half overtime provision. Time worked during the summer non-school period will be paid in accordance with the regular terms of the Collective Bargaining Agreement.

FOR THE WORCESTER SCHOOL COMMITTEE	FOR THE E.A.W.
 Ernest Garvey, Superintendent	 Mark Brophy, President
 Thomas M. Kennedy, Human Resource Manager	

SICK LEAVE BANK RULES APPENDIX

**SICK LEAVE BANK PLAN
WORCESTER PUBLIC SCHOOLS
EDUCATIONAL ASSOCIATION OF WORCESTER
INSTRUCTIONAL ASSISTANTS
And the
WORCESTER SCHOOL COMMITTEE
October 16, 2002**

1. GENERAL

- a. The Sick Leave Bank Committee to be composed of five (5) members, two appointed by Administration and two by the EAW. The fifth member will be a member of the Worcester School Committee.
- b. The Worcester Public Instructional Assistant Sick Leave Bank is a mutual responsibility of the Worcester School Committee and the EAW and will be supervised by the Superintendent of Schools.
- c. All Instructional Assistants employed in the Worcester Public Schools who have accrued forty (40) days are eligible to become members of the Bank. Membership is achieved by voluntarily contributing three days to the bank during a given enrollment period.
- d. The decisions of the Sick Leave Bank shall not be subject to formal grievance procedure provided in the contract.
- e. Members should familiarize themselves with all the terms included in the Sick Leave Bank commitments.

2. ELIGIBILITY FOR MEMBERSHIP

- a. All Instructional Assistants employed in the Worcester Public Schools are eligible to participate in the Sick Leave Bank after they have accrued forty (40) sick days.
- b. A participating member is one who has contributed the required number of days from one's own sick leave reserve. This voluntary participation continues until such time as the Sick Leave Bank is reduced to a stated level whereupon new assessments will be required.
- c. Participation requires the following:
 - i. Voluntary contribution of specified number of days within the required period. See section on funding.
 - ii. Mutual agreement for membership to be prepared in written form, submitted within specified enrollment period and endorsed by the Sick Leave Bank Coordinator as well as the applicant.
- d. Enrollment Periods

- i. Employee enrollment period shall be completed by the last working day of September or as required under "Funding," article 3.
- ii. Newly appointed personnel whose service in the Worcester Public Schools begins at times other than the first of September will be offered the opportunity to enroll as soon as their accumulated sick days meets the enrollment amount.
- iii. Previously eligible members - those who have exhausted all of their Sick Bank benefits - may enroll as soon as they have the sick leave required for membership. At that time, they will be entitled to the benefits of a newly appointed person and begin to accrue benefits from that point.

3. FUNDING

- a. The Sick Leave Bank will be funded according to the following provisions:
 - i. All Instructional Assistants in the Worcester Public Schools may, of their own volition, contribute three (3) days of accumulated sick time to the Bank. Subsequently, one (1) sick day will be contributed each September.
 - ii. When the number of sick days in the Bank is reduced to a level which, in the judgement of the Sick Leave Bank Committee is insufficient to adequately fund benefits but in no event is less than one hundred eighty (180) days, the Committee shall require an assessment or a new enrollment period.
 - iii. All new or re-enrolled members must provide three (3) days to the fund in order to be eligible.
 - iv. Days placed in the Bank and unused shall remain in the Bank and shall accumulate from year to year.

4. ELIGIBILITY FOR BENEFITS

- a. Participating members must make written application to the Sick Bank Committee requesting extended sick-leave, using the prescribed forms. This must be accompanied by a detailed medical statement by the attending physician, stating the exact nature of the incapacitation and the projected time of recovery beyond the member's own accrued sick-leave.
- b. Application for extended sick-leave may be made not more than fifteen (15) work days in advance of the anticipated termination date of earned sick time.
- c. There will be a waiting period of three (3) working days between the end of the applicant's current allowance of sick days and the beginning of withdrawal of Sick Leave Bank days. All or part of the waiting period may be met by applying one's available Personal Days credit.
- d. Conditions for awarding of benefits are as follows:
 - i. The applicant must have exhausted all earned sick leave days to date.

- ii. The applicant must have been incapacitated for fifteen (15) consecutive work days, which constitutes prolonged illness as defined by the Sick Leave Bank Study Committee.
- iii. If a member is incapacitated for at least fifteen (15) consecutive work days in any one year and there is an additional incapacitation which appears to be a recurrence or an immediate result of the same illness or accident, then the fifteen (15) day waiting period could be waived at the discretion of the Sick Bank Committee upon verification by the attending physician.
- iv. Should an individual have used their maximum allowance, returned to duty, re-enrolled as a member and find it necessary to apply for benefits, that individual will be eligible for those benefits of a newly appointed Instructional Assistant in the Worcester Public Schools which means the individual must be a participating member of the Sick Leave Bank for one year.
- e. If the applicant's request is approved, then the sick leave benefits would apply retroactively to the remainder of the fifteen (15) consecutive days not covered by the member's earned sick-leave minus three (3) day waiting period mentioned in Section c.
- f. Disputes: Any person aggrieved by a decision of the Sick Leave Bank Committee shall be permitted to request, in writing, reconsideration of the Committee's decision within five (5) days. The request shall include the reasons why the person feels the Committee's decision was in error and any additional facts or documents in support of the request. The Committee shall hold a hearing within five (5) working days after receipt of the request and shall issue a decision in writing- with or without reasons – which shall be final and binding and without recourse to any further appeal, grievance or claim.

5. BENEFITS

- a. Benefits of the Sick Bank are extended to any actively participating member who has fulfilled the requirements for eligibility and whose sick leave loan application has been approved by a majority of the Sick Bank Committee.
- b. Sick Bank benefits are not to be provided for personnel who are on leaves of absence for which the individual is not being compensated by the Worcester Public Schools.
- c. In no case shall the Sick Bank Committee award more than ten (10) sick days without review to any individual at any one time.
- d. The following numbers of days represent the maximum that any member who is eligible for benefits could be allowed from the Sick Bank:

Years of Service in the Worcester Public Schools	Allowable Days from Bank (after initial waiting period)
1	20
2	25
3	30
4	35
5	40
6	50
7	60
8	70
9	80
10	95

Add on two (2) days per year beyond ten (10) years of service

Add on one-third accrued sick leave available at onset of prolonged illness.

- e. The basis for computing one's probable allowance is the Allowable Days from Bank, plus one-third of accrued sick leave prior to the onset of prolonged illness, plus two (2) days per year beyond ten (10) years of service in the Worcester Public Schools. See EXAMPLES OF BENEFITS.

6. EXAMPLES OF BENEFITS

- a. Jane Jones has been employed in the Worcester Public Schools for 27 years. Prior to the onset of prolonged illness, she had 30 days of accrued sick time left in her account. Ms. Jones' entitlement could amount to 95 days PLUS 34 days for her 27 years of service in the Worcester Public Schools PLUS 10 days which is one-third of her accrued sick time prior to the onset of prolonged illness. Ms. Jones could be awarded a maximum of 139 days from the Bank.
- b. Jean Doe has been employed in the Worcester Public Schools for 7 years. Prior to the onset of prolonged illness, she had 75 days of accrued sick time left in her account. Ms. Doe's entitlement could amount to 60 days PLUS 25 days which is one-third of her accrued sick time prior to the onset of prolonged illness. Ms. Doe could be awarded a maximum of 85 days from the Bank.
- c. Joan Hungup has been employed in the Worcester Public Schools for 5 years. Prior to the onset of prolonged illness, she had 2 days of accrued sick time left in her account. Ms. Hungup's entitlement could amount to 40 days. Ms. Hungup could be awarded a maximum of 40 days from the Bank.
- d. June Smith has been employed in the Worcester Public Schools for 4 years. Due to a number of minor illnesses, she had used all but 19 days of her accrued sick leave prior to the onset of prolonged illness. Ms. Smith's entitlement could amount to 35 days for her 4 years of service in the Worcester Public Schools PLUS 6 days which is one-third of her accrued sick time prior to the onset of prolonged illness. Ms. Smith could be awarded a maximum of 41 days from the Bank.

Name: _____ School: _____ Assignment: _____

Evaluator _____ Evaluation Date _____

Place a check in the appropriate box below. Ratings of Needs Improvement (NI) and Unsatisfactory (U) require comments by the evaluator in the space provided.

	Exemplary	Proficient	Needs Improvement	Unsatisfactory
Encourages student's effort and participation	<input type="checkbox"/> Demonstrates a high degree of initiative in striving for all students to reach their full academic potential	<input type="checkbox"/> Demonstrates a consistent degree of initiative in striving for all students to reach their full academic potential	<input type="checkbox"/> Demonstrates a varying degree of initiative in striving for all students to reach their full academic potential	<input type="checkbox"/> Demonstrates a limited degree of initiative in striving for all students to reach their full academic potential
Establishes positive and professional relationships with students	<input type="checkbox"/> Demonstrates a high level of positive relationships with students	<input type="checkbox"/> Demonstrates a consistent level of positive relationships with students	<input type="checkbox"/> Demonstrates a varying level of positive relationships with students	<input type="checkbox"/> Demonstrates a limited level of positive relationships with students
Assists with daily routines and schedules	<input type="checkbox"/> Demonstrates a high degree of assisting with daily routines and schedules	<input type="checkbox"/> Demonstrates a consistent degree of assisting with daily routines and schedules	<input type="checkbox"/> Demonstrates a varying degree of assisting with daily routines and schedules	<input type="checkbox"/> Demonstrates a limited degree of assisting with daily routines and schedules
Accurately maintains required record keeping, if applicable	<input type="checkbox"/> Demonstrates a high level of accuracy maintaining required records	<input type="checkbox"/> Demonstrates a consistent level of accuracy maintaining required records	<input type="checkbox"/> Demonstrates a varying level of accuracy maintaining required records	<input type="checkbox"/> Demonstrates a limited level of accuracy maintaining required records
Adapts approaches to individual learning styles	<input type="checkbox"/> Adapts high levels of approaches to individual learning styles	<input type="checkbox"/> Adapts positive levels of approaches to individual learning styles	<input type="checkbox"/> Adapts varying degrees of approaches to individual learning styles	<input type="checkbox"/> Adapts limited degrees of approaches to individual learning styles

Encourages and demonstrates appropriate social interactions	<input type="checkbox"/> Encourages and demonstrates a high level of appropriate social interactions	<input type="checkbox"/> Encourages and demonstrates a consistent level of appropriate social interactions	<input type="checkbox"/> Encourages and demonstrates a positive level of appropriate social interactions	<input type="checkbox"/> Encourages and demonstrates a limited level of appropriate social interactions
Exercises care for the health and safety of students and staff	<input type="checkbox"/> Exercises a high degree of care for the health and safety of students and staff	<input type="checkbox"/> Exercises a consistent level of positive care for the health and safety of students and staff	<input type="checkbox"/> Exercises a varying degree of care for the health and safety of students and staff	<input type="checkbox"/> Exercises a limited degree of care for the health and safety of students and staff
Works with teachers and other staff to maintain a consistent standard of student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a high degree of standard of student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a positive degree of standard of student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a varying degree of standard of student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a limited degree of standard of student conduct
Demonstrates confidentiality and ethical behavior	<input type="checkbox"/> Demonstrates a high degree of confidentiality and ethical behavior	<input type="checkbox"/> Demonstrates a consistent degree of confidentiality and ethical behavior	<input type="checkbox"/> Demonstrates a varying degree of confidentiality and ethical behavior	<input type="checkbox"/> Demonstrates a limited degree of confidentiality and ethical behavior
Demonstrates flexibility with staff and students	<input type="checkbox"/> Demonstrates a high level of flexibility with staff and students	<input type="checkbox"/> Demonstrates a consistent level of flexibility with staff and students	<input type="checkbox"/> Demonstrates a varying level of flexibility with staff and students	<input type="checkbox"/> Demonstrates a limited level of flexibility with staff and students
Maintains professionalism and accepts assignments, suggestions and constructive criticism	<input type="checkbox"/> Maintains a high level of professionalism in accepting assignments, suggestions and constructive criticism	<input type="checkbox"/> Maintains a consistent level of professionalism in accepting assignments, suggestions and constructive criticism	<input type="checkbox"/> Maintains a varying level of professionalism in accepting assignments, suggestions and constructive criticism	<input type="checkbox"/> Maintains a limited level of professionalism in accepting assignments, suggestions and constructive criticism

Attendance and Punctuality (Evaluator please address)

Evaluator Comments:

Para-Educator Comments:

Evaluator's signature_____ Date_____

Para-Educator's signature_____ Date_____

The signature of the Para-Educator indicates they have received a copy of the evaluation and understand that a copy will be placed in his/her file. It does not indicate that the Para-Educator agrees with the findings of this evaluation. The Para-Educator may submit a written response to this evaluation by attaching it to the evaluation and submitting it within 30 days of receiving the evaluation.