MEMORANDUM OF AGREEMENT

The Worcester School Committee and the Massachusetts Laborers' District Council for and in behalf of Worcester Public Service Employees Local Union 272 of the Laborers' International Union of North America, AFL-CIO, Unit D, Computer Technicians agree to the following specific modifications to the Collective Bargaining Agreement between the Parties. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement covering the period from July 1, 2013 through June 30, 2016, as amended by the Memorandum of Agreement between the Parties for the period of July 1, 2016 through June 30, 2019, and as further amended by the Memorandum of Agreement for the period of July 1, 2019 through June 30, 2020, and as further amended the Memorandum of Agreement for the period of July 1, 2020 through June 30, 2021, and as further amended by the Memorandum of Agreement for the period of July 1, 2021 through June 30, 2022, shall remain in effect with the following amendments:

1. **ARTICLE IV HOLIDAYS.** Paragraph A. Add "*Juneteenth*" to the list of holidays.

2. **ARTICLE VIII SICK LEAVE.** add new language which expresses the Parties shared interest in promoting regular attendance of unit members while recognizing the need to account for legitimate periods of needed absence on account of illness or injury. The Employer proposes language such as the following: "*The Parties recognize that the regular attendance of bargaining unit members is critical to the consistent provision of high quality educational services to the District's students and that frequent interruption of those services can undermine the learning process for the District's students. The Parties have a shared belief that those bargaining unit members who are ill should not be present in the workplace but also that sporadic absences or absences under circumstances demonstrating a pattern of abuse of sick leave in the absence of serious illness or injury is detrimental to the provision of educational services to students and is to be discouraged by all Parties. To that end, the District and the Union leadership will cooperate in transmitting this shared messaging to all bargaining unit members on an annual basis.*"

3. **ARTICLE XII AGENCY FEE.**

   Delete and replace with the following:

   "ARTICLE XII UNION MEMBERSHIP, DUES AND FEES

   As sole collective bargaining agent for the employees described above, the Union agrees to offer Union membership to all persons covered by this Agreement upon a tender by any such persons of such uniform and non-excessive dues and initiation fees as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws, and constitutions as are uniformly applied by the Union to all its members. Worcester Public Schools will advise the Union in writing of the name, address, classification, and department of each new employee.

Upon receipt by the Worcester Public Schools of a signed voluntary authorization by an employee, The Worcester Public Schools agrees to deduct the initiation fee (if any) and monthly Union membership dues from the wages of said employee and remit the aggregate amount to the treasurer of the Union along with a list of employees from whose pay said dues have been deducted.

Such remittance shall be made by the tenth (10th) of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Worcester Superintendent of Schools or his/her designee. Said revocation shall take effect sixty (60) days after the receipt thereof by the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall send a copy of the revocation to the Union.

The following authorization of dues form shall be used for Union dues and initiation fees:

AUTHORIZATION FOR PAYROLL DEDUCTION

*By*_____

Last Name *First Name* *Middle Name*

*To*_____

Employer *Department*

Effective Date _____

I hereby request and authorize you to deduct from my earnings the Union membership and initiation fee (if applicable) and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall continue for a period of one year from the date hereof, or until the termination of this Agreement (whichever occurs first), and shall be automatically renewed for successive periods of one year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

*Signed*_____

*Date*_____

*Address*_____

The Union shall notify the Superintendent of Schools or his/her designee by certified mail of any change in the sum of money to be deducted as dues pursuant to the authorization hereunder, which amount Worcester Public Schools shall begin to deduct thirty (30) days after receipt of the notification. The union agrees to hold the City of Worcester, the Worcester Public Schools and the Worcester School Committee harmless from any liability arising from the operation of this article."

4. **ARTICLE XIV WAGES AND SALARIES and SALARY SCALE.** Amend Paragraph A to reflect the following:

   A. Effective retroactive to July 1, 2022, reconfigure salary scale by eliminating Columns I, II and III. Following reconfiguration, move all employees on Columns I and II to Column IV at the level of the same numbered step that they were at on Columns I and II. As to employees on Column III, move them to Column IV at the level of the same numbered step that were at on Column III and then advance them one additional step.

   Effective July 1, 2023: Eliminate Steps 1 through 3. Apply three percent (3%) increase to all steps on the wage scale. Following the application of the three percent (3%) increase, compress steps 10, 15, 20, and 25 converting them to single year steps and renumber such steps as steps 6, 7, 8 and 9. Add new steps 10 – 12, which steps shall be established at three percent (3%) between steps. Renumber prior steps 4 through 8 as steps 1 through 5. Employees shall transition to the newly reconfigured wage scale by moving over to the step which represents the amount of their current step from prior year plus three percent and then up one step.

   Effective July 1, 2024: Apply three percent (3%) increase to all steps on the wage scale.

   These increases are reflected in the attached salary scale.

   The Parties have agreed that effective July 1, 2023 and thereafter step advancement will take place on July 1st rather than on an employee's anniversary date. In order to qualify for a step advancement on any July 1st, the employee must have served in his/her position for a minimum of half of the prior contract year.

5. **ARTICLE XIV WAGES AND SALARIES.** Effective July 1, 2023, increase Trunk Fee from $25.00 per week to $30.00 per week.

6. **ARTICLE XIV WAGES AND SALARIES.** Effective July 1, 2023, increase Clothing Allowance from $4.00 per week to $6.00 per week.

7. **ARTICLE XIV WAGES AND SALARIES.** Employees required to utilize their personal vehicles for work purposes shall be reimbursed for mileage at the approved City of Worcester mileage reimbursement rate.

8. **ARTICLE XVI HEALTH INSURANCE.** Bargaining Unit members have previously been advised of the fact that the Fallon Insurance plans will no longer be available to City employees effective on July 1, 2022. Accordingly, the City has explored other options and the subject has been discussed with the Insurance Advisory Committee and alternative coverages have been made available during the recent open enrollment period. The Union has agreed to such changes in coverage.

9. **ARTICLE XVIII GENERAL.** Section B. Revise second to last sentence to reflect that District will make available to employees in the bargaining unit a reasonable number of "*gender specific*" shirts. Also, revise the last sentence to read: "*Upon the issuance, Employees are required to wear the shirts provided by the District during school session days.*"

10. **ARTICLE XVII GENERAL.** New Section E. Add a new Section E as follows: "*Upon the issuance of ID badges to employees, such employees are required to wear the badges during all work hours with the picture and name visible to others.*"

11. **ARTICLE XIX DURATION.** Amend language to reflect a contract duration of three years from July 1, 2022 through June 30, 2025.

12. **LONGEVITY.** Effective on July 1, 2024, add a new longevity benefit as follows:

Ten Years of Service:	$ 500.00
Fifteen Years of Service:	$1,000.00
Twenty Years of Service:	$1,500.00
Twenty-Five Years of Service:	$2,000.00
Thirty Years of Service:	$2,500.00

Note that the Longevity Benefit is payable at the end of the contract year.

13. **FINANCIAL MANAGEMENT PLATFORM.** The City has begun the implementation of a new financial management platform through WorkDay Software. ~~This will include transitioning to UKG/Kronos for payroll processing.~~ This will fully automate all payroll processing in the District, as well as connect to the District's onboarding system – which will help to eliminate any double data entry into multiple systems for the same employee. It is expected that this project will take significant time and will involve different phases. Among the expected areas where this will be expected to intersect with the work of bargaining unit members is in the area of payroll processing and input of hours worked. For example, the intent is to utilize an employee centered portal where such tasks as address changes, changes to tax withholdings, and other similar tasks will be performed by employees. Also, during the implementation of this new platform, it is expected that there may be roles for employees to play with respect to inputting hours worked, such as in the case of after-school programs. It is also expected that employees will be able to review payrolls before they are run for accuracy. In

addition, depending upon product offerings, AESOP may continue and be integrated into the platform or may be replaced by a different attendance program. The School Committee agrees that it will bargain over the impacts of the implementation of this new financial management platform should the need arise and the union so requests.

14. **NEW ARTICLE - OTHER POST EMPLOYMENT BENEFITS ("OPEB").** New employees (i.e., hired after ratification of this Memorandum of Agreement) will contribute one percent (1%) of their gross pay to an OPEB fund. The Parties will include language in the Collective Bargaining Agreement to reflect this requirement moving forward as follows: "*An Employee hired after [insert ratification date here] shall contribute one percent (1%) of the employee's base wage per pay period to the OPEB Trust Fund for retiree health insurance costs.*"

15. **NEW ARTICLE – LAYOFF AND RECALL.** Add language to the Collective Bargaining Agreement providing that in the event of a layoff/reduction in force, employees will be laid off in reverse order of seniority within their assigned classifications. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months from the effective date of the layoff. The employee shall inform the Employer of his/her current mailing address and telephone number if there is any change. Employees on the recall list shall be recalled in order of seniority in the event of a job opening in the same job classification from which they were laid off. Employees on the recall list shall also be notified in writing of all permanent openings in different job classifications covered by this Agreement and may apply to fill such vacancies if qualified. A laid-off employee who is offered and accepts a permanent or part-time job opening shall maintain their recall status during the twelve (12) month period to be recalled to the same job classification originally held by the employee in the event a vacancy occurs.

16. **Title Change**: Throughout the collective bargaining agreement, where necessary change the title of senior administrator in the department to "*IT Director*". In addition, where appropriate, use the phrase "I*T Director or his designee*" in order to make it clear that administrative tasks may be carried out by the IT Director or one designated by him to perform the task, such as the Assistant IT Director. Any such changes must be mutually agreed to by the Parties at the time of the preparation of the fully-integrated collective bargaining agreement.

17. **Title Change.** The Parties have agreed that throughout the collective bargaining agreement, the title or term "Computer Technician" shall be changed to "*IT Professional*". The Parties agree that this change is not intended to change the scope of the bargaining unit as contemplated in the original election. Changes in title consistent with this agreement shall not result in any substantive changes to the terms and conditions of employment as outlined in the collective bargaining agreement. Any such changes must be mutually agreed to by the Parties at the time of the preparation of the fully-integrated collective bargaining agreement.

18. **Integrated Contract Document.** The Parties agree that in the event of a ratification of this Memorandum of Agreement by all Parties, the Parties will cooperate in the preparation of a fully integrated collective bargaining agreement reflecting the changes contained in this Memorandum of Agreement and as contained in such other Memoranda of Agreement as are referenced herein, as well as any agreed items in the nature of housekeeping changes.

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

For the Union:

Dated: May 2023

For the School Committee:

Dated: May , 2023

Worcester Public Schools
Unit D Salary Schedule Proposal

Network Systems Engineer

	07/01/22			07/01/23	07/01/23			07/01/24
STEP	IV		STEP	IV	IV Plus 3%		STEP	Plus 3%
1	32.88		1	36.52	37.62		1	38.74
2	34.06		2	37.82	38.95		2	40.12
3	35.24		3	39.08	40.25		3	41.46
4	36.52		4	40.49	41.70		4	42.96
5	37.82		5	42.02	43.28		5	44.58
6	39.08		6	43.50	44.81		6	46.15
7	40.49		7	44.96	46.31		7	47.70
8	42.02		8	46.50	47.90		8	49.33
10 yr	43.50		9	47.20	48.62		9	50.07
15 yr	44.96		10	48.62	50.07		10	51.58
20 yr	46.50		11	50.07	51.58		11	53.12
25 yr	47.20		12	51.58	53.12		12	54.72

Network Administrator

	07/01/22			07/01/23	07/01/23			07/01/24
STEP	IV		STEP	IV	IV Plus 3%		STEP	Plus 3%
1	28.75		1	31.92	32.88		1	33.86
2	29.80		2	32.88	33.87		2	34.88
3	30.75		3	34.06	35.08		3	36.13
4	31.92		4	35.24	36.30		4	37.39
5	32.88		5	36.52	37.62		5	38.74
6	34.06		6	37.81	38.94		6	40.11
7	35.24		7	39.08	40.25		7	41.46
8	36.52		8	40.35	41.56		8	42.81
10 yr	37.81		9	40.95	42.18		9	43.44
15 yr	39.08		10	42.18	43.44		10	44.75
20 yr	40.35		11	43.44	44.75		11	46.09
25 yr	40.95		12	44.75	46.09		12	47.47

Senior IT Support Specialist

	07/01/22			07/01/23	07/01/23			07/01/24
STEP	IV		STEP	IV	IV Plus 3%		STEP	Plus 3%
1	26.68		1	29.03	29.90		1	30.80
2	27.48		2	29.85	30.75		2	31.67
3	28.24		3	30.98	31.91		3	32.87
4	29.03		4	32.58	33.56		4	34.56
5	29.85		5	33.07	34.06		5	35.08
6	30.98		6	34.16	35.18		6	36.24
7	32.58		7	34.65	35.69		7	36.76
8	33.07		8	35.70	36.77		8	37.87
10 yr	34.16		9	37.31	38.43		9	39.58
15 yr	34.65		10	38.43	39.58		10	40.77
20 yr	35.70		11	39.58	40.77		11	41.99
25 yr	37.31		12	40.77	41.99		12	43.25

Worcester Public Schools
Unit D Salary Schedule Proposal

Systems Specialist

	07/01/22			07/01/23	07/01/23			07/01/24
STEP	IV		STEP	IV	IV Plus 3%		STEP	Plus 3%
1	23.29		1	25.77	26.54		1	27.34
2	24.12		2	26.56	27.36		2	28.18
3	24.91		3	27.70	28.53		3	29.39
4	25.77		4	28.91	29.78		4	30.67
5	26.56		5	29.33	30.21		5	31.12
6	27.70		6	30.02	30.92		6	31.85
7	28.91		7	30.47	31.38		7	32.33
8	29.33		8	31.17	32.11		8	33.07
10 yr	30.02		9	32.30	33.27		9	34.27
15 yr	30.47		10	33.27	34.27		10	35.30
20 yr	31.17		11	34.27	35.30		11	36.35
25 yr	32.30		12	35.30	36.35		12	37.44

IT Support Specialist

	07/01/22			07/01/23	07/01/23			07/01/24
STEP	IV		STEP	IV	IV Plus 3%		STEP	Plus 3%
1	22.51		1	24.90	25.65		1	26.42
2	23.32		2	25.65	26.42		2	27.21
3	24.06		3	26.76	27.56		3	28.39
4	24.90		4	27.94	28.78		4	29.64
5	25.65		5	28.36	29.21		5	30.09
6	26.76		6	29.01	29.88		6	30.78
7	27.94		7	29.46	30.34		7	31.25
8	28.36		8	30.13	31.03		8	31.96
10 yr	29.01		9	31.23	32.17		9	33.13
15 yr	29.46		10	32.17	33.13		10	34.13
20 yr	30.13		11	33.13	34.13		11	35.15
25 yr	31.23		12	34.13	35.15		12	36.20