WORCESTER
PUBLIC SCHOOLS

Office of the School Committee
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Mr. Robert Steans
City Auditor
City Hall, 455 Main Street
Worcester, MA 01608

March 8, 2024

Dear Mr. Stearns:

At the School Committee meeting that was held on Thursday, March 7, 2024, the following motions were made:

Pursuant to action taken in executive session, move to ratify the memorandum of agreement between the Worcester School Committee and the NAGE R1-16 Cafeteria Workers for the period of August 26, 2023 through August 25, 2026. On a roll call vote, Member Alvarez, yes; Member Biancheria, yes; Member Binienda, yes; Member Guardiola, yes; Vice Chair Johnson, yes; Member Mailman, yes; Member McCullough, yes; Member Roy, yes; and Mayor Petty, yes. The motion was unanimously approved, 9-0.

Attached please find a copy of the fully executed contract between the Worcester Public Schools and NAGE R1-16 Cafeteria Workers.

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

Sincerely,

Kristi L Turgeon

Kristi L. Turgeon
Clerk of the School Committee

KLT

cc: Dr. Yeu Kue

MEMORANDUM OF AGREEMENT

The Worcester School Committee and the NAGE R1-16 Cafeteria Workers 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 periods from August 26, 2013 through August 25, 2016, as amended by the Memorandum of Agreement for the period of August 26, 2016 through August 25, 2017, and as further amended by the Memorandum of Agreement for the period of August 26, 2017 through August 25, 2020, and as further amended by the Memorandum of Agreement for the period of August 26, 2020 through August 25, 2021, and as further amended by the Memorandum of Agreement for the period of August 26, 2021 through August 25, 2023 shall remain in effect with the following amendments:

1. **ARTICLE V VACATIONS.** Paragraph C. Replace last sentence with the following: "The employer will endeavor to make the payment for vacation benefits by June 1st each year, with the understanding that in the face of unforeseen circumstances or something affecting the calculation (such as unanticipated vacation time usage), the payment could be delayed under such circumstances."

2. **ARTICLE VI CALL BACK PAY and STIPENDS.** Add a new Section D to reflect the Parties' agreement to the establishment of a pilot program beginning following ratification of this Memorandum of Agreement and ending on August 25, 2026 providing that managers who work on a particular day without a cook shall be paid an additional fifteen dollars ($15.00) per day so worked. This pilot program will end on August 25, 2026 without any further action required of the parties. Any extension of the pilot program thereafter would require agreement of all Parties.

3. **ARTICLE VI CALL BACK PAY and STIPENDS.** Add a new Section E Differential for the "Lead" in No Plate Schools. The "lead" refers to the person assigned to a No Plate School who shall be responsible for completion of Federal and Worcester Public Schools paperwork including but not limited to: production records, food ordering, and payroll. The "lead" shall also be responsible for all certifications required for a building City of Worcester Food Permit: ServeSafe Manager, Red Cross CPR Choke Saving, and Allergen. The "lead" will be paid $1.00 per hour higher than the applicable helper rate for their appointed hours as the "lead". This differential shall become effective prospectively following ratification of this Memorandum of Agreement by all Parties and appears on the wage scale attached hereto as a separate column.

4. **ARTICLE IX PERFORMANCE EVALUATIONS.** The Parties have agreed to utilize the evaluation tool and rubric being developed by the Human Resources Department as part of the TeachPoint platform with a goal of implementation beginning July 1, 2024. The Parties anticipate that the actual evaluation tool and rubric will be the subject of further discussions during labor management meetings prior to the July 1, 2024 targeted implementation date.

5. **ARTICLE XI WAGES and CAFETERIA WORKERS – WAGE SCHEDULES.** The Parties have agreed to the following increases and reconfiguration of the wage scale on the following dates:

A. Effective retroactive to the first day of the 2023/2024 school year, eliminate Steps 1 through 3 of the wage scale. Apply three percent (3%) increase to all remaining steps on the wage scale. In addition, following the application of the three percent increase (3%), compress steps 10, 12, 15, 20 and 25 to single year steps and renumber such steps as steps 4, 5, 6, 7 and 8. Add new steps 9 – 11, which steps shall be established at three percent (3%) between steps. Renumber prior steps 4 through 6 as steps 1 through 3. All employees on Steps 1, 2 or 3 as the first day of the 2022/2023 school year shall be advanced to new Step 1 on the first day of the 2023/2024 school year. All other 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 (2022/2023) plus three percent and then up one step. Examples of contemplated step movement for the first day of the 2023/2024 school year are as follows:

1. Helper on Step 2 ($15.98) as of first day of the 2022-2023 school year, will move to New Step 1 ($17.31) on the first day of the 2023-2024 school year
2. Helper on Step 6 ($17.75) as of first day of the 2022-2023 school year, will move to New Step 4 ($18.56) on the first day of the 2023-2024 school year
3. Cook on Step 3 ($19.48) as of first day of the 2022-2023 school year, will move to New Step 1 ($20.68) on the first day of the 2023-2024 school year
4. Manager on Step 6 ($25.64) as of first day of the 2022-2023 school year, will move to New Step 4 ($26.84) on the first day of the 2023-2024 school year
5. Manager on Step 12 Year ($26.49) as of first day of the 2022-2023 school year, will move to New Step 6 ($27.87) on the first day of the 2023-2024 school year

B. Effective on the first day of the 2024/2025 school year: Apply three percent (3%) increase to all steps on the wage scale (except "Lead Helper" column).

C. Effective on the first day of the 2025/2026 school year: Apply three percent (3%) increase to all steps on the wage scale (except "Lead Helper" column).

These increases and the reconfigured wage scales are reflected in the attached Exhibit A.

The Parties have agreed that effective July 1, 2024 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.

6. **ARTICLE XI WAGES and CAFETERIA WORKERS – WAGE SCHEDULES.** The Parties have agreed that effective as of the first day of the 2024/2025 school year, stretch pay will no longer be an option for managers, cooks and bakers.

7. **ARTICLE XI WAGES and CAFETERIA WORKERS – WAGE SCHEDULES.** The Parties have agreed to eliminate those columns on the wage schedule attached hereto as Exhibit A and which are shaded in gray as such columns are not presently in use or will be eliminated during the term of this Memorandum of Agreement. This will be implemented with the printing of the fully-integrated collective bargaining agreement.

8. **ARTICLE XI WAGES.** Revise Section C to reflect that effective on July 1, 2024, increase the longevity benefit to the following amounts:

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

In addition, revise the language of this section to reflect that the longevity benefit is payable at the end of the contract year and not on any so-called "longevity date" or anniversary date as was previously how the benefit was paid.

9. **ARTICLE XIII MATERNITY LEAVE.** Add the following language to the collective bargaining agreement as its own Article and remove any duplicative or inconsistent language appearing elsewhere in the collective bargaining agreement:

"A. **PREGNANCY LEAVE**

1. A cafeteria worker, upon request, shall be granted pregnancy leave in accordance with 29 USC Chapter 28, the Family Medical Leave Act (FMLA), and Mass. G.L. c. 149, Section 105D, the Massachusetts Parental Leave Act (MPLA). An eligible member for purposes of pregnancy leave under the FMLA is one who has been employed full time by the Worcester Public Schools for at least twelve (12) months (the summer counts for purposes of FMLA) and worked at least 1250 hours during the twelve months immediately preceding the leave; and for purposes of the MPLA if they have been employed full time by the Worcester Public Schools for at least three consecutive months.

2. An eligible member under the FMLA may take up to twelve (12) weeks of leave, and under the MPLA up to eight (8) weeks of leave, for purposes of giving birth. The periods of FMLA and MPLA may run concurrently, however, leave taken due to

complications from pregnancy may be designated as FMLA, whereas MPLA leave commences upon the birth of the child. In the case of multiple births, the MPLA provides for eight (8) weeks of leave for each child.

3. Employees who are pregnant will be supported by the District in their continued employment during their pregnancy to the extent that such continued employment does not pose a danger to the employee or students under their supervision. Pregnant employees are encouraged when necessary to work with the Human Resources Department to address any need for accommodations that may arise during pregnancy.

4. An eligible member must provide at least two (2) weeks' notice of their anticipated date of departure and probable return date, although eligible members are encouraged to provide notice of greater length if possible in order to assist the District in planning and the provision of appropriate coverage.

5. Eligible members on pregnancy leave may apply their accumulated sick leave days or personal days to up to eight (8) weeks of their period of disability that occurs from the birth of a child due to vaginal birth and up to ten (10) weeks due to caesarian section. The eight (or ten) week period during which an eligible member may use paid leave are calendar weeks and could include the two (2) weeks prior to birth. Paid leave may only be used for days during which school is in session. Otherwise, pregnancy leave shall be without pay or increment.

6. If, for documented medical reasons, more than the forty (40) consecutive work days (eight weeks) of accrued paid sick leave are required, additional weeks of accrued sick time may be paid. In order to qualify for such benefit, the eligible member must provide satisfactory medical documentation to the Human Resources Department prior to the conclusion of the original period of pregnancy leave.

7. In addition to leave available under the FMLA and MPLA, an eligible member may take leave for such longer period of time as they may be disabled from performing their usual professional responsibilities because of their pregnancy or other pregnancy related condition. An eligible employee on such medical leave shall return to work as soon as they are able.

8. Beyond the statutory periods of leave addressed above, and disability leaves addressed in Paragraph 7 above, an eligible member may request to extend pregnancy leave by taking discretionary leave for a specified period of time up to the start of the second school year following the commencement of their pregnancy leave. In no case will the combined pregnancy and discretionary leaves exceed two (2) school years. A pregnancy leave of absence that begins in the summer (i.e., child is born in July or August) will be granted for the full school year immediately following the birth of the child.

9. When returning from pregnancy leave, the eligible member shall be returned to the same position they held when the leave commenced. If the same position is not

available, the eligible member will be assigned the most nearly equivalent position which is available at the time of their return and for which they are qualified. Exceptions to this language may be made in the event that there has been a reduction in force, in which case, the provisions of the Reduction In Force Article will prevail.

B. PARENTAL LEAVE

1. Bargaining unit members who are not eligible for leave under the Pregnancy Leave Section A above, shall, upon request and after completion of three (3) consecutive months of employment, be granted parental leave. Such leave is provided to any employee in the case of a newborn child in the home or the placement of a child pursuant to a court order or adoption where the child is under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled.

2. Such leave, when requested, will be granted as follows:

   a. For a period of up to twelve (12) weeks, consistent with the provisions of the FMLA;

   b. For up to eight (8) weeks for any other adoption or new placement of a foster child, consistent with the provisions of the Parental Leave Law. Under the Parental Leave Law, a bargaining unit member is eligible for eight weeks of leave per child.

3. Beyond the statutory periods of leave addressed above, a bargaining unit member may request to extend parental leave by taking a discretionary leave for a specified period of time up to the start of the second school year following the commencement of their parental leave but in no case will the combined parental leave and discretionary leaves exceed two (2) school years.

4. The periods of FMLA and MPLA may run concurrently.

5. Use of paid sick leave while on parental leave shall be as follows:

   a. Upon adoption or placement of child by employee's immediate family, employees will be allowed to utilize four (4) weeks of accumulated paid sick leave during authorized absence at the time of the adoption. This is in addition to 10 family sick days to the extent not already utilized.

   b. Upon birth of their child, employees will be allowed to utilize four weeks of accumulated paid sick leave during an authorized absence at the time of birth of the child. This is in addition to 10 family sick days to the extent not already utilized."

10. ARTICLE XXVI DURATION. Amend language to reflect a contract duration of three years from August 26, 2023, through August 25, 2026.

11. OTHER POST EMPLOYMENT BENEFITS ("OPEB"). As part of the Agreement for the collective bargaining agreement for the period of August 26, 2021, through August 25, 2023, the parties agreed to add language to the effect that new employees (i.e. hired after ratification of the Memorandum of Agreement for the period of August 26, 2021, through August 25, 2023) will contribute one percent (1%) of their gross pay to an OPEB fund. As a result of the negotiations leading to this Memorandum of Agreement, the Parties have agreed to add language making it clear that following ratification o this Memorandum of Agreement, only those employees who are eligible for health insurance by virtue of hours worked will be required to make the OPEB contribution.

12. 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 integrative collective bargaining agreement reflecting the changes contained in this Memorandum of Agreement and the Memoranda of Agreement for the periods of August 25, 2021 through August 5, 2023, August 26, 2020 through August 25, 2021, August 26, 1027 through August 25, 2020, and August 26, 2016 through August 25, 2017.

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

For the Union:

Dated:

For the School Committee:

Dated: 3/7/24

Exhibit A

	SUPERVISORS	MANAGERS	MGR Stretch	COOKS & BAKERS	CKBK Stretch	HELPERS (7 Hour)	HELPERS (6.5 Hour)	HELPERS/SUBS	LEAD HELPER	MEO (8 Hour)	MEO (7 Hour)
A15	3.00%										
STEP	1st day 22/23	1st day 22/23	1st day 22/23	1st day 22/23	1st day 22/23	1st day 22/23	1st day 22/23	1st day 22/23	1st day 22/23	1st day 22/23	1st day 22/23
1	25.57	21.76	16.18	18.42	13.70	15.31	15.39	15.45	N/A	18.93	19.06
2	26.31	22.51	16.74	19.08	14.19	15.84	15.92	15.98	N/A	19.53	19.66
3	26.78	23.06	17.15	19.48	14.49	16.11	16.19	16.28	N/A	20.03	20.14
4	27.65	23.92	17.79	20.08	14.93	16.65	16.73	16.81	N/A	20.65	20.77
5	28.52	24.74	18.40	20.82	15.48	17.16	17.23	17.31	N/A	21.25	21.37
6	29.37	25.64	19.07	21.55	16.02	17.60	17.67	17.75	N/A	23.08	23.20
10 yr	29.81	26.06	19.38	21.94	16.31	17.87	17.95	18.02	N/A	23.50	23.62
12 yr	30.22	26.49	19.70	22.29	16.57	18.12	18.19	18.27	N/A	24.00	24.12
15 yr	30.80	27.06	20.12	22.84	16.98	18.42	18.51	18.58	N/A	24.61	24.72
20 yr	31.53	27.68	20.58	23.38	17.39	18.85	18.93	18.99	N/A	25.20	25.31
25 yr	32.30	28.34	21.07	23.93	17.79	19.30	19.38	19.45	N/A	25.80	25.90

	SUPERVISORS	MANAGERS	MGR Stretch	COOKS & BAKERS	CKBK Stretch	HELPERS (7 Hour)	HELPERS (6.5 Hour)	HELPERS/SUBS	LEAD HELPER	MEO (8 Hour)	MEO
A15	3.00%										
STEP	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	Upon Ratification	1st day 23/24	1st day 23/24
1	26.34	22.41	16.67	18.97	14.11	15.77	15.85	15.91	16.91	19.50	19.63
2	27.10	23.19	17.24	19.65	14.62	16.32	16.40	16.46	17.46	20.12	20.25
3	27.58	23.75	17.66	20.06	14.92	16.59	16.68	16.77	17.77	20.63	20.74
4	28.48	24.64	18.32	20.68	15.38	17.15	17.23	17.31	18.31	21.27	21.39
5	29.38	25.48	18.95	21.44	15.94	17.67	17.75	17.83	18.83	21.89	22.01
6	30.25	26.41	19.64	22.20	16.50	18.13	18.20	18.28	19.28	23.77	23.90
10 yr	30.70	26.84	19.96	22.60	16.80	18.41	18.49	18.56	19.56	24.21	24.33
12 yr	31.13	27.28	20.29	22.96	17.07	18.66	18.74	18.82	19.82	24.72	24.84
15 yr	31.72	27.87	20.72	23.53	17.49	18.97	19.07	19.14	20.14	25.35	25.46
20 yr	32.48	28.51	21.20	24.08	17.91	19.42	19.50	19.56	20.56	25.96	26.07
25 yr	33.27	29.19	21.70	24.65	18.32	19.88	19.96	20.03	21.03	26.57	26.68

	SUPERVISORS	MANAGERS	MGR Stretch	COOKS & BAKERS	CKBK Stretch	HELPERS (7 Hour)	HELPERS (6.5 Hour)	HELPERS/SUBS	LEAD HELPER	MEO (8 Hour)	MEO
A15	reconfiguration										
STEP	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	1st day 23/24	Upon Ratification	1st day 23/24	1st day 23/24
1	28.48	24.64	18.32	20.68	15.38	17.15	17.23	17.31	18.31	21.27	21.39
2	29.38	25.48	18.95	21.44	15.94	17.67	17.75	17.83	18.83	21.89	22.01
3	30.25	26.41	19.64	22.20	16.50	18.13	18.20	18.28	19.28	23.77	23.90
4	30.70	26.84	19.96	22.60	16.80	18.41	18.49	18.56	19.56	24.21	24.33
5	31.13	27.28	20.29	22.96	17.07	18.66	18.74	18.82	19.82	24.72	24.84
6	31.72	27.87	20.72	23.53	17.49	18.97	19.07	19.14	20.14	25.35	25.46
7	32.48	28.51	21.20	24.08	17.91	19.42	19.50	19.56	20.56	25.96	26.07
8	33.27	29.19	21.70	24.65	18.32	19.88	19.96	20.03	21.03	26.57	26.68
9	34.27	30.07	22.35	25.39	18.87	20.48	20.56	20.63	21.63	27.37	27.48
10	35.30	30.97	23.02	26.15	19.44	21.09	21.18	21.25	22.25	28.19	28.30
11	36.35	31.90	23.71	26.93	20.02	21.72	21.81	21.89	22.89	29.04	29.15

	SUPERVISORS	MANAGERS	MGR Stretch	COOKS & BAKERS	CKBK Stretch	HELPERS (7 Hour)	HELPERS (6.5 Hour)	HELPERS/SUBS	LEAD HELPER	MEO (8 Hour)	MEO
A15	3.00%										
STEP	1st day 24/25	1st day 24/25	1st day 24/25	1st day 24/25	1st day 24/25	1st day 24/25	1st day 24/25	1st day 24/25	1st day 24/25	1st day 24/25	1st day 24/25
1	29.33	25.38	18.87	21.30	15.84	17.66	17.75	17.83	18.83	21.91	22.03
2	30.26	26.25	19.52	22.09	16.42	18.21	18.28	18.36	19.36	22.54	22.67
3	31.16	27.20	20.23	22.86	17.00	18.67	18.75	18.83	19.83	24.49	24.61
4	31.63	27.65	20.56	23.28	17.30	18.96	19.04	19.12	20.12	24.93	25.06
5	32.06	28.10	20.90	23.65	17.58	19.22	19.30	19.38	20.38	25.46	25.59
6	32.68	28.71	21.35	24.23	18.01	19.54	19.64	19.71	20.71	26.11	26.23
7	33.45	29.37	21.83	24.80	18.45	20.00	20.08	20.15	21.15	26.73	26.85
8	34.27	30.07	22.35	25.39	18.87	20.48	20.56	20.63	21.63	27.37	27.48
9	35.30	30.97	23.02	26.15	19.44	21.09	21.18	21.25	22.25	28.19	28.30
10	36.35	31.90	23.71	26.93	20.02	21.72	21.81	21.89	22.89	29.04	29.15
11	37.44	32.85	24.43	27.74	20.62	22.37	22.47	22.55	23.55	29.91	30.03

	SUPERVISORS	MANAGERS	MGR Stretch	COOKS & BAKERS	CKBK Stretch	HELPERS (7 Hour)	HELPERS (6.5 Hour)	HELPERS/SUBS	LEAD HELPER	MEO (8 Hour)	MEO
A15	3.00%										
STEP	1st day 25/26	1st day 25/26	1st day 25/26	1st day 25/26	1st day 25/26	1st day 25/26	1st day 25/26	1st day 25/26	1st day 25/26	1st day 25/26	1st day 25/26
1	30.21	26.14	19.44	21.94	16.31	18.19	18.28	18.37	19.37	22.56	22.70
2	31.16	27.03	20.11	22.75	16.92	18.75	18.83	18.92	19.92	23.22	23.35
3	32.09	28.02	20.84	23.55	17.51	19.23	19.31	19.40	20.40	25.22	25.35
4	32.57	28.48	21.18	23.97	17.82	19.53	19.61	19.69	20.69	25.68	25.81
5	33.02	28.95	21.53	24.36	18.11	19.80	19.88	19.96	20.96	26.23	26.36
6	33.66	29.57	21.99	24.96	18.55	20.13	20.23	20.30	21.30	26.89	27.01
7	34.45	30.25	22.49	25.55	19.00	20.60	20.69	20.75	21.75	27.54	27.66
8	35.30	30.97	23.02	26.15	19.44	21.09	21.18	21.25	22.25	28.19	28.30
9	36.35	31.90	23.71	26.93	20.02	21.72	21.81	21.89	22.89	29.04	29.15
10	37.44	32.85	24.43	27.74	20.62	22.37	22.47	22.55	23.55	29.91	30.03
11	38.57	33.84	25.16	28.57	21.24	23.05	23.14	23.22	24.22	30.81	30.93