

MIRICK O'CONNELL

A T T O R N E Y S A T L A W

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February 7, 2013

RECEIVED

Kathleen G. Johnson
Director of Human Resources
City of Worcester
455 Main Street
Worcester, MA 01608

MICHAEL V. O'BRIEN
CITY MANAGER

Re: Worcester Public Health Nurses Association and City of Worcester

Dear Kathy:

Enclosed please find four (4) originals of the 2010-2013 Collective Bargaining Agreement between the City and Worcester Public Health Nurses Association, which have been signed by the Union and by me. Please sign and have the City Manager sign where indicated, retain a fully executed original for your file and return the other three originals to me. I will retain an original, and then forward two originals to the Union as they have requested.

Thank you.

Very truly yours,



Sharon P. Siegel

Enclosures (4)

Cc: Derek Brindisi, Director of Public Health (*w/out encl.*)
D. M. Moschos, Esquire (*w/out encl.*)

MIRICK, O'CONNELL, DEMALLIE & LOUGEE, LLP

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Agreement

Between

The City of Worcester

and

Worcester Public Health Nurses
Association

July 1, 2010 – June 30, 2013

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ARTICLE 1

AGREEMENT

This Agreement is made and entered into at Worcester, Massachusetts pursuant to the provisions of General Laws, Chapter 150E, as amended, by and between the City of Worcester, a municipal corporation, hereinafter referred to as the "City" or "Municipal Employer" and the Public Health Nurses' Association of Worcester, Massachusetts, hereinafter referred to as the "Association."

It is mutually agreed that both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work and conditions of employment.

It is intended that the following Agreement shall be an implementation of the provisions of the Massachusetts Statutes, and consistent with that legislative authority which devolves upon the City of Worcester, and insofar as applicable, the rules and regulations relating to or promulgated by the Civil Service Commission or the Retirement Board.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any department or agency of the City government which are expressly provided for by State Statute, City Charter, or ordinances of the City of Worcester except as expressly limited herein.

ARTICLE 2

RECOGNITION

The City recognizes the Association as the exclusive bargaining representative of the Public Health Nurses, Health Educator (Communicative Disease Risk Reduction), and Public Health Supervising Nurse (hereinafter the "employees") employed by the City in accordance with the agreement for election and results of the election of April 23, 1981 and the Memorandum of Agreement between the Worcester Public Health Nurses Association/Massachusetts Nurses Association and the City of Worcester dated June 11, 2002.

Bargaining unit work does not include public health nursing work performed by non-RN's or managerial employees of the City in the region outside of the City. Neither party waives its

right to argue whether public health nursing work performed outside the City by RNs in the future would constitute bargaining unit work.

ARTICLE 3

CHECK-OFF

The City shall deduct regular periodic Association dues each month from the first paycheck of each employee who individually and voluntarily certifies in writing for such deduction. The Association agrees to indemnify and to hold to City harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Association dues from an employee's pay. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association. The voluntary authorization for the deduction specified therein shall be as follows:

Department

Date

TO: Director of Public Health

PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize and direct any municipal officer or head of any municipal department to deduct from any earnings accumulated to my credit, any monthly membership dues charged against me by Public Health Nurses Association of Worcester, upon presentation and formal demand, of the current monthly amount thereof by the proper authorities (Treasurer) of that organization, agreeing that the said City of Worcester, its officers or agents, shall be saved harmless for such deductions made under these circumstances as provided by G.L. C. 180, §17A.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Head of my department, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of said Association.

Signature

ARTICLE 4

AGENCY SERVICE FEE

1. Effective the ninetieth day following the beginning of employment, each employee of the bargaining unit who is not a member of the Association in good standing shall be required, as a condition of employment, to pay a monthly agency fee during the life of this agreement to the Association in an amount equal to the monthly dues.

2. The Association agrees to indemnify and save the City harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this article. The Association agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association, who shall provide such information to the City Treasurer as may be required by said City Treasurer under G.L. c.180 §17G.

3. This article shall not apply to any employee who has authorized the City Treasurer to deduct Association dues under Article 3 of this Agreement.

4. No action by the City shall be considered against any employee of the Association for failure to meet his agency service fee obligations unless and until the Association certifies in writing to the City that said employee has not met the obligations imposed by this article.

5. It is understood by the City and the Association that deduction of the agency service fee shall be made by the City through its Treasurer only during the existence of an executed agreement between the City and the Association.

6. In proceeding under this article before the appointing authority or his designated representative, the City and the Association will share the cost to a maximum of \$25 each per half day per hearing officer, in the event that the City contracts for a hearing officer's services.

ARTICLE 5

MANAGEMENT RIGHTS

In the interpretation of this Agreement, the City shall not be deemed to have been limited in any way in the exercise of the regular and customary functions of Municipal Management, or governmental authority and shall be deemed to have retained and reserved unto itself all the powers, authority and prerogatives of Municipal Management or governmental authority including, but not limited to the following examples: the operation and direction of the affairs of the Public Health Division of the Department of HHS (the "Division") in all of its various aspects; the determination of the level of services to be provided; the direction, control, supervision and evaluation of the employees; the determination of employee classifications, the determination and interpretation of job descriptions but not including substantive changes; the planning, determination, direction and control of all the operations in whole or in part; the institution of technological changes or the revising of processes, systems or equipment, facilities or programs; the determination of the methods, means, location, organization, number and training of personnel of the Division, or its units or programs, the assignment and transfer of employees; the scheduling and enforcement of working hours; the assignment of overtime; the determination of whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called; the determination of whether goods or services should be made, leased, contracted or purchased on either a temporary or a permanent basis, excepting that if the City is to contract out any services currently performed by public health nurses, the City will not violate Civil Service law and regulations and will not lay off any public health nurses as a result thereof to effectuate any such contract; the hiring, appointment, promotion, suspension, discipline, discharge or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reason; the making, implementation, amendment, and enforcement of such rules, regulations, operating and administrative policies and procedures as the City deems necessary to accomplish its purpose; and the power to make a appropriation of funds.

Nothing in this article shall be interpreted or deemed to limit or deny any right of management provided the City by law.

ARTICLE 6

NO STRIKE

1. It is understood and agreed that the services performed by City employees who are subject to this agreement are essential to the public health, safety and welfare. Therefore, the Association and the employees that it represents agree that the Association or its agents will not authorize, instigate, aid, condone, or cause any strike, sympathy strike, work stoppage, work slow-down, withholding of overtime services, refusal to perform in whole or in part any of the duties of employment however established, work-to-rule, refusal to cross any picket line in the performance of the duties of employment or in traveling to or from the job situs, "sick out," or any other "job action" of any kind.

2. No employee shall engage in or authorize, instigate, aid, condone, cause any strike, sympathy strike, work stoppage, work slow-down, withholding of overtime services, refusal to perform in whole or in part the duties of employment however established, work-to-rule, refusal to cross any picket line in the performance of the duties of employment or in traveling to or from the job situs, "sick out", or any other "Job action" of any kind.

3. In the event of violation of the article, the Association and its agents agree to take positive, affirmative steps with the employees concerned, including holding employee meetings, to bring about immediate resumption of work. Should there be a violation of this section there shall be no discussions or negotiations regarding the differences or disputes during the existence of such violation or before work has been resumed.

4. Violation of this article by any employee shall be just cause for disciplinary action, up to and including discharge.

5. (a) The Association agrees that, in the event of a violation of any provision of this article, the City may file a complaint for enforcement of this article, and for such other relief as the City deems necessary and proper, in any court of competent jurisdiction in the Commonwealth.

(b) Filing of such a complaint shall not limit or extinguish the City's right to pursue any remedy available to it pursuant to M.G.L.C. 150E or under this contract.

ARTICLE 7

GRIEVANCE PROCEDURE

DEFINITION

For purposes of this article, a grievance shall be defined to be an actual dispute arising as a result of the application or interpretation of the express terms of this contract, Chapter 3 (the Leave Ordinance) or Appendix C (the Salary Ordinance of the Revised Ordinances of the City of Worcester, 1996, providing, however, that any matter under the jurisdiction of the Civil Service Commission or the Worcester Retirement Board, any matter involving the purported exercise of management rights (Article 5 of this contract), supervisory orders of any matter reserved to the discretion of the City by the terms of this agreement, shall not be subject to this grievance procedure nor construed as being grievable. Matters filed before the Equal Employment Opportunity Commission or the Massachusetts Commission Against Discrimination, shall be subject to this grievance procedure but shall not be arbitrated.

Grievances shall not be entertained if the cause occurred more than thirty (30) actual working days of the employee prior to the initiation of the procedures set forth in this article.

Notwithstanding the foregoing, no member of the bargaining unit shall be disciplined or discharged without just cause. In the event a member of the bargaining unit is disciplined or discharged, the employee shall have the right to file a grievance, and the Association shall have the right to arbitrate a grievance challenging the action in accordance with the grievance and arbitration procedure set forth below.

Employees who have been suspended or discharged pursuant to a hearing under C.31, and who choose to grieve their suspension or discharge, have no right to appeal to the Civil Service Commission. Such grievances shall be initiated at the City Manager level and shall be filed within five (5) working days of the imposition of the suspension or discharge.

EMPLOYEE OR ASSOCIATION GRIEVANCES

STEP 1 – Chief Public Health Nurse

a. An aggrieved employee or employees, or their Association acting in his/her or their behalf, should discuss the situation orally with the employee's or employees' Chief Public

Health Nurse within two working days of the occurrence of the aggrieved action, or within two working days after employee became aware or should have reasonably become aware of the matter out of which the grievance arose.

b. The Chief Public Health Nurse either alone or in consultation with superiors, shall reach a decision and communicate it to the employee within two working days of the presentation of the complaint.

STEP 2 – Deputy Director of Public Health

a. If the decision of the Chief Public Health Nurse is not satisfactory to the employee or Association, he/she or the Association must reduce the grievance to writing specifying all pertinent details of the situation from which the grievance evolved, together with the specific remedy sought. Additional unrelated issues may not be raised at any subsequent step unless agreed upon by both parties in writing. The written grievance should then be submitted to the Deputy Director of Public Health within three working days of receipt of the oral disposition.

b. Deputy Director of Public Health must make a written disposition within five working days of the receipt of the written initiation to the employee and the Association.

STEP 3 – Director of Public Health

a. If the grievance remains unresolved to the satisfaction of the employee, he/she or the Association may file a separate written appeal to the Director of Public Health within five working days of the receipt of the disposition of the Deputy Director of Public Health.

b. The Director of Public Health shall take such actions as he or she may require to obtain all relevant information on the substance of the grievance and the language of the contract or ordinance involved. If the employee is to be interviewed, the Association shall be notified prior to the interview and shall have the right to be present at the interview.

c. Within five working days of the receipt of the appeal from the employee or Association, the Director of Public Health shall render a written decision on the matter and shall communicate the same to the employee, Association, the Deputy Director of Public Health and the City Manager or his designated representative.

STEP 4 – City Manager

a. If the employee or Association remains unsatisfied with the disposition of his/her complaint at the Director of Public Health's level, the employee or Association may, within five working days of the issuance of the Director of Public Health's opinion, submit a separate written appeal to the City Manager or his/her designated representative.

b. The City Manager, or his designated representative, shall have the authority to take such actions as he may deem advantageous, to obtain all relevant information concerning the substance of the grievance including, by way of example and not of limitation, the scheduling of a hearing at which the employee and the Association may appear and participate. The City Manager or his designated representative shall have thirty (30) days to render a written decision on the matter and shall communicate the same to the employee and the Association. If the employee is to be interviewed, the Association shall be notified prior to the interview and shall have the right to be present at the interview.

STEP 5 – Arbitration

a. If the grievance remains unresolved, within ten days after receipt of the City Manager's answer the Association may submit an appeal to arbitration before an impartial arbitrator.

b. An impartial arbitrator shall be selected from the panel of arbitrators listed below by mutual agreement of the City and the Association. The arbitration hearing shall be held as expeditiously as possible after the appeal to arbitration and shall be conducted in accordance with rules and procedures mutually agreed upon by the parties. Per diem rate and travel expense of the arbitrator shall be borne equally by the parties to any arbitration. A permanent arbitrator, if selected, may be removed by agreement of the parties upon thirty (30) calendar days notice. Tape recordings or stenographic record shall be kept of the arbitrator's hearings at the request of either party. All costs of such recording or record shall be borne by the party requesting the recording or record. The arbitrator will certify typed transcripts from taped recordings for any party submitting these typed transcripts to him/her. Certification expenses are to be borne entirely by the requesting party. The decision of the impartial arbitrator shall be final and binding upon the City and the Association provided, however, that the arbitrator shall be without power to alter, amend, add to or subtract from the provisions of this agreement, or the rules and regulations of the City and the Charter, Ordinances and the Statutes concerning the City. The arbitrator shall

interpret only such cases and determine such issues as many be submitted to him/her in writing.

The arbitrator shall make no award for grievances initiated prior to the effective date of this article. Grievances may be settled without precedent at any stage of the grievance procedure until issuance of a final award by the arbitrator.

- c. Appeal from the arbitrator's award may be made to Superior Court on any of the following bases, and said award will be vacated and another arbitrator shall be appointed by the Court to determine the merits of:
1. The award was procured by corruption, fraud, or other undue means;
 2. There was evident partiality by an arbitrator appointed as a neutral, or corruption by the arbitrator, or misconduct prejudicing the rights of any party;
 3. The arbitrator exceeded his powers by deciding the case upon issues other than those specified in paragraph b, or exceeded his jurisdiction by deciding a case involving non-grievable matters as specified in the definition section herein, or rendered an award requiring the City, its agent or representatives, the Association, its agents or representatives, or the grievant to commit an act or to engage in conduct prohibited by law as interpreted by the courts of this Commonwealth;
 4. The arbitrator refused to postpone the hearing upon a sufficient cause being shown therefor, or refused to hear evidence material to the controversy, or otherwise so conducted the as to prejudice substantially the rights of a party;
 5. There was no arbitration agreement on the issues that the arbitrator determined, the parties having agreed only to submit those items to arbitration as the parties has agreed to in writing prior to the hearing, provided that the appellant party did not waive his objection during participation in the arbitration hearing; but the fact that the award orders reinstatement of an employee with or without back pay or grants relief that would not be granted by a court of law or equity, shall not be grounds for vacating or refusing to confirm the award.

Panel of Arbitrators

Richard Grant Higgins
Roberta Golick
James Cooper

WITNESSES

The employee or Association shall have the reasonable right to call necessary witnesses and one (employee) representative for the Association, subject to the operational and staff needs of the City, as determined by the Director of Public Health, and to have himself/herself and them excused from duty for the hearing before the City Manager or the arbitrator. No grievant, steward, representative or agent of the Association, nor any witnesses called, shall receive compensation from the City for those hours spent in connection with any activity under this article or hearing of any grievance, except as provided herein. For the hearing before the City Manager, his representative or the arbitrator, the employee and necessary witnesses shall be excused from duty and he/she shall receive his/her pay for those hours.

In no event shall overtime compensation be paid for hours spent in connection with any activity under this article, except that normally scheduled hours during which an employee has been excused from duty pursuant to this article shall be considered hours actually worked for the purpose of computation of overtime.

The Association shall notify the Office of Human Resources of the witnesses needed and the City and Association will work out a schedule to allow the witnesses to testify at a minimum of inconvenience to Division operations.

TIME LIMITS

Time limitations may be waived only by agreement of the parties; if there is no appeal to the next authority within the specified limits, the grievance will be conclusively presumed to have been settled or waived. Failure to prosecute at any stage will have the effect of nullifying the grievance. In counting days, the day of receipt or occurrence specified shall not be counted. "Working days" shall mean those non-overtime/days that most regularly scheduled office employees of the City work, i.e., Monday through Friday of every week, excluding holidays, and shall not be construed to mean those days that the employee is scheduled to perform his duties.

Inaction or failure to render a written decision on the part of the management within the time specified shall be considered a denial of the grievance. The employee or Association may file an appeal within the specified time frame from the working day after the disposition was due.

REMAND

Any management representative may remand the grievance to any lower level for full and complete explanation. Such remand will not affect the existing time limits.

ADDITIONAL INFORMATION

CITY: Should more information be required to dispose of the case than is currently available to any management person in the procedure, the City shall have the right to require the employee and the Association to answer a reasonable number of written questions. The time limits specified in this procedure shall be suspended until receipt by the management representative of the answered questions.

EMPLOYEE: The employee or Association shall have reasonable access to public information, in accordance with the Massachusetts General Laws, C.66, §10, for proper investigation of the merit of the grievance.

Should the Association require more information to answer the grievance, it shall have the right to require the City to answer a reasonable number of questions. The time limitation for answering the grievance shall be suspended until receipt of the answered questions by the Association.

CITY GRIEVANCES

STEPS

- a. If the City feels that it is aggrieved by an Association interpretation or application of this contract, or action claimed to be under the contract or Chapter 3 or Appendix C, it may submit a written grievance to the President of the Association.
- b. From the date of receipt of said grievance, the representative of the Association shall issue a response in writing within ten working days. If this response does not

resolve the grievance, the City shall have the right to appeal to the arbitrator within five (5) working days.

TIME LIMITS

Time limitations may be waived only by agreement of the parties; if there is no appeal to the next authority within the specified limits, the grievance will be conclusively presumed to have been settled or waived. Failure to prosecute at any stage will have the effect of nullifying the grievance. In counting days, the day of receipt of occurrence specified shall not be counted. "Working days" shall mean those non-overtime days that most regularly scheduled office employees of the City work, i.e., Monday through Friday of every week, excluding holidays, and shall not be construed to mean those days that the employee is scheduled to perform his/her duties.

Inaction or failure to render a written decision on the part of the Association within the time specified shall be considered a denial of the grievance. The employer may file an appeal within the specified time frame from the working day after the disposition was due.

ADDITIONAL INFORMATION

ASSOCIATION: Should more information be required to dispose of the case than is currently available to the Association, The Association shall have the right to require the employer to answer a reasonable number of written questions. The time limits specified in this procedure shall be suspended until receipt by the Association of the answered questions.

EMPLOYER: The employer or Association shall have reasonable access to public information, in accordance with the Massachusetts General Laws, C. 66, §10, for proper investigation of the merit of the grievance.

Should the City require more information to answer the grievance, it shall have the right to require the Association to answer a reasonable number of questions. The time limitation for answering the grievance shall be suspended until receipt of the answered questions by the City.

SETTLEMENTS

In accordance with the philosophy stated in Article Stability of Agreement, the parties acknowledge that grievances may be settled at any time without prejudice or precedence. If a settlement is made in an employee's grievance, it shall be in accordance with the requirements of M.G.L.C 150E, §5.

This article shall become effective upon execution of the contract.

ARTICLE 8

WAGES

1. The wages for all employees in the collective bargaining unit covered by this contract shall be in accordance with paragraph 2 below.

In consideration of the increases in wages and benefits provided in the Agreement, the Association for itself and the employees represented by it, agree as follows:

That it will cooperate with the City and support the City's efforts to assure a full day's work from each employee.

That it will cooperate with the City and support the City's efforts to actively combat absenteeism and tardiness.

That it will cooperate with the City and support the City's efforts to eliminate waste, conserve materials and equipment, improve equality of workmanship, and promote maximum efficiency in work production and performance.

That it will cooperate with the City and support the City's efforts to end other practices which obstruct efficient municipal services.

2. The parties agree that the wages paid to the employees covered by this agreement shall be in accordance with the Salary Ordinance of May 1996, as amended, and the following adjustments shall be made effective on the dates indicated, subject to City Council appropriation of funds.¹

¹ The 2008 and 2009 base wage increases will be effective on January 6, 2012. Specifically, effective January 6, 2012, the City shall provide a four percent (4%) base wage increase (2% from January 1, 2008 and 2% from January 1, 2009).

- (a) July 1, 2010 the City shall provide a zero percent (0%) base wage increase.
- (b) Effective July 1, 2011 the City shall provide a Three Hundred Dollar (\$300) base wage increase for actual service.
- (c) Effective July 1, 2012 the City shall provide a two percent (2%) base wage increase for actual service.
- (d) Effective June 30, 2013 the City shall provide a Five Hundred Dollar (\$500) base wage increase for actual service.

In order to be eligible for retroactive payment under this paragraph, an employee must be in an employed status on the date the Association ratifies this Agreement. However, persons who have retired between July 1, 2004 and date of ratification shall be deemed to be in an employed status for their period of service. Employed status shall include employees or approved unpaid leave, as well as paid leaves of absence.

- 3. Effective July 1, 1989, the city shall create a new title, Public Health Nurse (Leader) at new pay grade 80B, in accordance with the attached schedule. To be eligible to be placed in this title health nurse must have completed six years of continuous service with the Public Health Division of the Department of HHS. In addition to all of the regular duties of a public health nurse, Public Health Nurse (Leader) may be assigned to the orientation of new nurses or to supervise a clinic.

Effective July 1, 2006, the parties agree to make uniform the differential between steps on the Public Health Nurse pay scale (80A), Public Health Nurse Leader pay scale (80B), and Public Health Supervising Nurse pay scale (80C) by eliminating a step, but maintaining the current minimum and maximum steps.

- 4. The parties agree that pay day shall be on Friday for all members of the bargaining unit.

ARTICLE 9

OVERTIME PAY – COMPUTATION, RECALL AND ASSIGNMENT

1. Each employee shall be paid overtime at the rate of one and one-half (1 ½) times his/her regular rate of pay for working in excess of eight (8) hours in one day or forty (40) hours in one week.
2. In computing the first forty (40) hours of actual work by any employee in any one week for the purposes of paying overtime compensation for time worked in excess of forty (40) hours, paid holiday leave not in excess of eight (8) hours in any one week shall be regarded as hours actually worked. Paid vacation leave, paid professional leave, and paid compassionate leave shall also be regarded as hours actually worked for purposes of paying overtime compensation for work in excess of forty (40) hours in said week.
3. In accordance with the overtime rules and regulations, any employee recalled to duty shall be credited with not less than four (4) hours of such recalled duty.
4. Overtime assignments shall be posted and awarded on an equal opportunity basis in accordance with seniority. There shall be no requirement to equalize overtime hours.

However, when overtime service is necessary on a particular job at the end of the work day, the overtime opportunity may be given to the employee doing that particular job that day.

In addition, when overtime service is necessary for a particular facility or clinic, the overtime opportunity shall be offered first to the employee who is originally assigned to the particular facility or clinic.

ARTICLE 10

HEALTH INSURANCE

- 1) The City of Worcester shall offer Blue Cross/Blue Shield Health Choice and Fallon Plans for individual and family coverage to employee.

- 2) Upon ratification and implementation of the Memorandum of Agreement for the 2007-2010 Collective Bargaining Agreement, 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, except those who participate in Master Medical Plan who will pay forty percent (40%).
- 3) The City of Worcester shall increase the amount of its basic life insurance plan from \$2,000 to \$5,000 effective November 1, 1988.
- 4) Effective July 1, 1990, members of the Association are eligible to participate in the City's Section 125 plan for the payment of insurance premiums in pre-tax dollars.
- 5) The City agrees to offer, to Association members, the option to participate in the Fallon Health Clinic as an alternative to Blue Cross/Blue Shield.
- 6) Whereas, it is in the best interest of the employee and the employer to obtain health insurance at the lowest possible cost the City may, upon 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.
- 7) Pursuant to the provisions of Chapter 32B, the City may, at any time during the life of agreement, approach the Association regarding collective bargaining to increase the number of health insurance providers by offering additional health plans to members of the bargaining unit. Any new plans will be additions to the insurance plans presently and will not be substitutions for the present plans. Effective June 30, 1997, new members of the bargaining unit will be subject to double deductions for health insurance for the first month of employment. This is to cover the cost of health insurance premiums which are paid one month in advance by the City.
- 8) Effective June 30, 2011, the City may cancel the City's existing health insurance plans and substitute the new GIC-like plans and plan designs, such as contained in Attachment A to this Agreement.

ARTICLE 11

UNIFORM ALLOWANCE

Effective July 1, 1995, the City agrees to provide to each full time Public Health Nurse and Public Health Supervising Nurse appointed for a period of not less than three (3) months only, a uniform allowance not to exceed Nine Hundred Dollars (\$900.00) per year in accordance with the following conditions:

- a. The City may withhold the uniform allowance for any employee who does not wear the proper uniform prescribed by the Commissioner of Public Health.
- b. Any appointee commencing employment after the first day of any annual period shall be entitled to only the prorated balance of the yearly allowance.
- c. Such uniform allowance shall not apply to nursing bags which the City shall provide.

Effective July 1, 2005, the uniform allowance shall be increased to One Thousand Dollars (\$1000.00) per year.

ARTICLE 12

MILEAGE

The Union agrees to be bound by and abide by the City of Worcester's Travel Rules and Regulations as they were amended on December 25, 2000 by City Manager Thomas R Hoover, and as they are from time to time amended, except that the current practice of reimbursing a nurse for travel from the nurses' home to her/his first assignment shall continue.

ARTICLE 13

SICK LEAVE

The City agrees to provide the following:

- a. Members of the bargaining unit will be able to accumulate up to one hundred eighty five (185) sick leave days.

- b. Sick leave credits will be earned while on sick leave status.
- c. Any member of the Association who is eligible to retire under the provisions of Chapter 32 of the General Laws and who has completed ten (10) years of service with the City for purposes of retirement, or who is over the minimum age to retire for superannuation under Chapter 32 of the General Laws may, during the last year of his service with the City, request his Division head to convert his earned sick leave credit in excess of one hundred days (100) to administrative leave to a maximum of thirty (30) days. The Division head, upon request, shall convert such credit to administrative leave to a maximum of thirty (30) days and shall grant such leave to the employee during his last year of service with the City in accordance with the needs of the City as determined by the Division head.
- d. That the administration of the sick leave will be subject to such regulations may be necessary by the City Manager to effectuate the provisions of the allowance.
- e. Prior to the adoption of any proposed amendment of the Sick Leave Rules and Regulations, the City Manager or his representatives shall give written notice to the Association, and, if requested, meet with the Association to discuss the proposed amendment.
- f. No employee shall engage in any business, trade, outside employment, or professional for those hours the employee was regularly scheduled to work for the City. Any employee so engaged shall not be entitled to sick leave pay from the City.
- g. If, prior to the first day of an extended illness, an employee with ten (10) years of service has been credited with 70 days of earned, accumulated sick leave, then upon the exhaustion of the 70 days plus days accrued while on sick leave status and all other paid leaves, the employee shall be compensated at fifty (50%) percent of his or her regular weekly salary or wage until the first anniversary date of the extended illness. Employees with five (5) years of service and thirty-five (35) days of accumulated sick leave prior to the first day of an extended illness shall receive 50% of their regular weekly salary or wage for six months after the date the illness began, provided, however, that all other paid leaves have been exhausted. Eligible employees regularly scheduled to perform less than forty hours of work shall

receive weekly 50% of the amount averaged in weekly earnings* for the one year period immediately preceding the illness.

- h. No new employee appointed after July 1, 1981, will be permitted to use any sick leave until he or she has worked in the services of the City six (6) months in the aggregate, exclusive of overtime, provided, however, sick leave credit shall be accumulated during this time, and upon completion of this time, all earned sick leave will be available to the employee for use prospectively.
- i. Sick leave may be utilized by an employee enrolled in an approved alcoholism program, provided the employee remains in the program until officially released.
- j. Sick leave may not be utilized for inclement weather unless the employee is actually unable to work because of illness or injury.
- k. Sick leave may be utilized for doctor's appointments; however, for such appointments, a minimum of one hour sick leave credit must be used.
- l. To provide that four (4) incentive periods shall be applicable to those bargaining unit members who are assigned as Public Health Nurse.

There are hereby established four incentive periods in each contract year – July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30. A member of the bargaining unit who does not use any sick leave, nor is on unpaid leave of absence during any incentive period defined above, shall be eligible to take a day off with pay during the immediately following incentive period. This “incentive” day shall be taken in whole day increments and shall not be accumulated to succeeding incentive periods. Use of paid leaves such as vacation days, personal days, professional days and compassionate leaves, does not disqualify a member from earning an incentive day.

New employees who are members of the bargaining unit shall be eligible to receive an incentive day upon completion of working a full incentive period without use of sick leave or unpaid leave. For example, a nurse hired on June 15 who does not use any sick leave between July 1 and September 30 would earn one incentive day to be taken during the next incentive period.

Public Health Nurses shall earn 1 ¼ days per month, or 15 days per year, which may be accumulated and used in accordance with the foregoing provisions.

ARTICLE 13A

SICK LEAVE POOL

Effective upon the signing of this Agreement, a sick leave pool shall be established to be administered by the Committee and the Association under the following guidelines:

- a. Each Public Health Nurse may become a member of the Sick Leave Pool for nurses after they complete one year of service
- b. Each Nurse may, on a voluntary basis, donate one sick leave day per year to the Nurse's Sick Leave Pool. The Sick Leave Pool will be administered by the Sick Leave Pool Committee; such Committee to consist of three (3) members of the Union, as voted by their peers. The aforementioned representatives shall designate one of their three members to act as Chairperson of the committee. Duly elected members of the pool shall be allowed to work on the establishment of the pool, its rule and regulations and operating procedures, and the administration of the pool, for up to three (3) hours per week for the first month, and three (3) hours per month thereafter. Time will be paid out as time owed to Committee members.
- c. All nurses who participate in the pool shall be required to sign an affidavit indicating their desire to participate in the Sick Leave Pool. The affidavits shall be provided to the Division head, for placement in the Nurse's employee file, and may be reviewed at any time for payroll purposes.
- d. Any member of the Pool shall be considered a member of the Pool from October 31st to October 30th of the following year. Sign up for the Pool will be done September 15th to October 15th. No nurse shall lose membership in the Pool while s/he is out sick for an extended period of time.
- e. Each nurse who decides to become a member of the Pool may apply for and receive up to a maximum of ten (10) sick days per year when they have exhausted all of their accumulated sick leave, vacation time and personal time, when the need has been determined by the Committee. No nurse shall be granted sick leave from the

Pool until s/he has exhausted all other leave benefits, including accumulated sick leave, vacation time and personal time. The ten (10) day limit on sick time that may be granted from the Pool may be changed on a case-by-case basis by a vote of the Union. In making a decision to grant the request of a nurse for sick leave from the Pool, the Committee shall consider, along with other factors deemed relevant by it, the following:

1. Length of service in the department;
 2. Attendance record of the nurse;
 3. Prior use of sick leave; and
 4. Medical evidence of accident or illness requiring prolonged absence.
- f. Once a nurse joins the Pool, s/he cannot withdraw from the program for the remainder of the year. If s/he decides not to join the Pool the following year the days previously donated to the Pool shall remain in the Pool until expended. If more than one nurse applies for first time use of the Pool and all qualify in accordance with the rules and regulations of the Committee, and the days available in the Pool are not adequate to cover all such requests, seniority shall be the determining factor.
- g. If a nurse terminates employment she will not be entitled to a refund of any sick time donated to the Pool.
- h. All decisions whether to grant sick time to a nurse from the Pool shall be made by the Committee and are final. The decision shall not be appealed.
- i. The Union agrees that the Committee shall work cooperatively with the City to ensure that all payroll/sick leave decisions are timely communicated to the City's payroll administrators, and that the administration of the pool complies with City financial and accounting requirements.

ARTICLE 14

VACATION

Every full-time, intermittent, or part-time Public Health Nurse in this bargaining unit who has actually worked at least thirty (30) weeks (1200 regular hours) in the aggregate in

the service of the City during the twelve (12) months preceding the first day of July in any year shall be granted four (4) weeks of vacation leave for such year.

Effective July 1, 1996, all Public Health Nurses with ten (10) years of service will earn five (5) weeks vacation time per year. All Public Health Nurses with ten (10) years of service as of July 1, 1996 will be able to carry over this fifth week of vacation to be used during the vacation year beginning June 1, 1997, in addition to any vacation time earned at the beginning of that vacation year (June 1, 1997).

Upon proper notice, the number of days of vacation leave that may be taken at one time shall not be restricted so long as Public Health Nurses take vacation leave in a minimum of one full day at a time. Vacation days may be taken with the approval of the Division head subject to the operational needs of the Division so as not to hinder the operation of the Division.

ARTICLE 15

HOLIDAY LEAVE

The City agrees to provide full-time Association Public Health Nurses eleven (11) paid holidays annually, in addition to any regular days off to which they may be entitled. The holidays for which the City agrees to provide are enumerated below:

The first day of January or the days following when said day occurs on a Sunday.

The third Monday in January.

The third Monday in February.

The third Monday in April.

The last Monday in May.

The fourth of July or the day following when said day occurs on a Sunday, or the day before if the day occurs on a Sunday.

The first Monday in September.

The second Monday in October.

November 11, or the days following when said day occurs on a Sunday, or the day before if the day occurs on a Saturday.

A day in November proclaimed as Thanksgiving Day.

The twenty-fifth of December, or the day following when said day occurs on a

Sunday, or the day before if the days occurs on a Saturday.

The granting of holiday leave shall be subject to the rules and regulations promulgated by the City Manager in accordance with Article 3, Chapter 3, of the Revised Ordinance of the City of Worcester, 1996.

ARTICLE 16

PERSONAL LEAVE

A Division head or his designated representative shall grant, if requested by eligible employees of his Division, personal leave days in accordance with the following conditions:

General Conditions Applicable to All Bargaining Unit Employees.

1. Only full time employees who are regularly scheduled to work on a forty (40) hour per week basis shall be eligible for personal leave.*
2. Personal leave shall be subject to the operating and staffing needs of the Division, as determined by the Division head or his designated representative, and shall be granted so as not to interfere with the efficiency of the Division, or otherwise add to the cost of the Division's operations.
3. Except as otherwise specifically provided in this article, personal leave shall be taken only one day at a time and not consecutively provided, however, that one full half day may be taken by an employee when so requested by him.
4. Except in case of emergencies, personal leave shall be requested by eligible employees at least one week in advance. Such requests shall be in writing and shall state the reason for the requested leave.

* In accordance with the arbitrator's decision dated May 1, 1980, in the matter of Local 495, S.E.I.U. – AFL-CIO and the City of Worcester, part time employees who are regularly scheduled to work not less than twenty (20) hours per week shall be eligible for personal leave on a pro-rata basis, provided that they satisfy all other relevant conditions of this article.

5. Except as otherwise specifically provided to the contrary in this article, personal leave shall be subject to the personal leave rules and regulation by the City Manager.
6. For purposes of measurement of the personal leave year only, personal leave shall be administered on a vacation year basis instead of a calendar year basis.
7. Public Health Nurses subject to this section shall be entitled to take three (3) personal leave days during each vacation year, provided that they have worked not less than thirty (30) weeks or twelve hundred (1200) hours, exclusive of overtime, during the previous vacation year.**
8. Personal leave days not used during the vacation year shall be lost and shall not be accumulated.
9. Personal leave shall not be used the day before or after a legal holiday.
10. Upon written request presented to the Director of Public Health prior to May 31 of any year, the Public Health Nurse may convert up to 3 days of personal leave to vacation leave to be taken with the Public Health Nurses regular vacation allowance during the ensuing vacation year, as provided in the leave ordinance. This will not preserve any unused personal leave from one vacation year to the next.

ARTICLE 17

PROFESSIONAL LEAVE

- A. Public Health nurses who have completed one year of service to the City shall be granted two (2) days of professional leave annually to be used for the purpose of attending in-service education, or to pursue other professional development activities, in addition to other leaves to which they may be entitled. Effective July 1, 2005, the professional day allotment shall be increased to three (3) per year. Said days of professional leave may be taken at any time during the year, and may be

** Part Time employees who work not less than twenty (20) hours per week shall be subject to this requirement on a pro-rata basis, in accordance with the Arbitrator's decision dated May 1, 1980, in the matter of Local 495, S.E.I.U. – AFL-CIO and City of Worcester.

taken in one-half day increments, provided that the City can arrange adequate coverage for the absent nurses' duties. The decision whether to grant professional leave is at the discretion of the Division head.

- B. Requests to be absent for professional leave shall be made as early as possible, but not less than seven calendar days prior to the requested professional leave day.
- C. At the conclusion of the professional leave, but within thirty days or as soon thereafter as possible, of the professional leave day, all Public Health Nurses shall provide written documentation of attendance to the Deputy Director of Public Health or her/his designee. Failure to provide the required documentation will result in retraction of the professional leave, and a conversion of the day to vacation leave, personal leave, or unpaid time.

ARTICLE 18

FAMILY AND MATERNITY LEAVE

Pursuant to the Family Medical Leave Act of 1993, employees may take up to twelve (12) weeks leave annually for personal or family illness, or for birth or adoption of a child. Such leaves are limited to employees who have been employed by the City at least one year and have worked 1,250 hours in the year preceding the leave. Employees are allowed to use sick, vacation and personal leave, if available, to cover the period of leave; otherwise, the leave is unpaid. Employees are required to give the City thirty (30) days notice of the requested leave, unless said leave is necessitated by an emergency. Certification by a physician on the prescribed form is required.

Use of family and maternity leave under this article is subject to sick leave and other rules and regulations promulgated by the City Manager.

ARTICLE 19

COMPASSIONATE LEAVE

The City agrees to provide each employee represented by the Association, in accordance with the Leave Ordinance (Chapter 3, Article III, Section 2 et-seq.) compassionate leave as follows:

1. Five (5) working days compassionate leave for the employee for the death of the spouse of the employee.
2. Three (3) working days compassionate leave for the employee for the death of the father or mother of the employee or of the employee's spouse.
3. Three (3) working days compassionate leave for the employee for the death of the son, daughter, sister or brother of the employee.
4. Three (3) working days compassionate leave for the death of the son or daughter of the employee's spouse.
5. Three (3) working days compassionate leave for the death of a person who has been placed by authority of law under the care of the employee as guardian.
6. Three (3) working days compassionate leave for the employee for the death of the stepfather, stepmother, stepson or stepdaughter of the employee, provided that, in the case of a stepchild, such person resided in the employee's immediate household at the time of death. Such compassionate leave shall not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.
7. One (1) working day compassionate leave for the death of the brother or sister of the employee's spouse.
8. One (1) working day compassionate leave for the death of the stepson or stepdaughter of the employee residing outside of the employee's household at the time of death. Such compassionate leave shall also not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.
9. One (1) working day compassionate leave for the death of the aunt or uncle of the employee. Such compassionate leave shall not be available for the death of the aunt or uncle of the employee's spouse.
10. One (1) working day compassionate leave for the death of the grandmother, grandfather, grandson or granddaughter of the employee or of the employee's spouse.

11. One (1) working day compassionate leave for the death of the daughter-in-law or son-in-law of the employee or of the employee's spouse.

ARTICLE 20

JURY DUTY AND COURT ATTENDANCE

Jury Duty

An employee of the City who serves as a grand or traverses juror in a federal court or in the courts of the Commonwealth shall receive from the City the difference between his/her salary and the compensation he/she received for such jury service exclusive of any travel or other allowances.

Court Attendance

Time lost from work for court attendance for the employee's personal litigation shall not be compensated for, provided however, that paid personal leave, vacation leave or professional leave may be used subject to the provisions of the leave articles.

ARTICLE 21

EMPLOYEE BENEFITS

Wages, fringe benefits and working conditions

The wages, fringe benefits and working conditions for employees covered by this Agreement shall be in accordance with the current ordinances from time to time passed by the Worcester City Council, provided however in accordance with G.L.C. 150E §7, this contract shall prevail over any conflicting personal ordinance or a personnel rule(s) or regulations.

Prior to the submission of any recommendations for changes in ordinances affecting the wages, fringe benefits, or working conditions of employees covered by this Agreement, the City Manager will negotiate with the Association and attempt to reach agreement on such changes; if so reached, such agreement will be reported to the City Council for appropriate action. If such negotiations fall to result in agreement, the provisions of the current ordinances or resolutions shall continue to apply, provided however, in accordance with G. L. C. 150E §7,

this contract shall prevail over any conflicting personnel ordinance or a personnel rule(s) or regulations(s).

ARTICLE 22

EMPLOYEE FILES

All employees shall have the right to make an appointment to review the contents of his/her personnel file during regular business hours of the Division and to receive a copy thereof at his/her own expense.

Evaluations of employee performance will continue to have space for the employee to sign the evaluation and to submit a written comment to the evaluation.

The Division head will notify the employee of any and all citizen complaints which the Division gives official cognizance. The employee shall have the opportunity to request a conference with the Director to discuss the complaint.

The employee shall have the right to submit a written response to any material in the personnel file and to have such response attached to the file copy.

ARTICLE 23

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The provisions of this Agreement shall apply to all employees represented by this Association regardless of handicap, race, sex, marital status, religious creed, color, age, national origin or membership or non-membership in the Association.

This provision shall not be arbitrable if an action has been filed before the Equal Employment Opportunity Commission or the Massachusetts Commission Against Discrimination.

ARTICLE 24

TUITION REIMBURSEMENT

Effective June 30, 2001, the City agrees to reimburse bargaining unit personnel for 75% of the cost of tuition, fees and books, or \$200 per course, whichever is greater, subject to a

maximum annual reimbursement by the City of \$1200.00 per year per nurse, subject to the following conditions:

1. The courses which qualify for such reimbursement shall be related to an Associate's Degree, a Bachelor's Degree or a Master's Degree in Nursing or Public Health.
2. Courses for which tuition reimbursement is sought must be approved by the Director of Public Health. Course approval must be obtained prior to the first class.
3. Reimbursement is conditioned upon successful completion of the course with a passing grade of C.
4. To be eligible for reimbursement, the nurse must be in pay status and agree to actually work in the employ of the Public Health Division in a position by the Association for six months after completion of all the course requirements for which reimbursement was received from the City.
5. Maximum annual reimbursement shall be calculated on the fiscal year, and the date of reimbursement shall be the date the nurse actually receives approval for the course and not the date payment is actually received by the nurse.

Nurses may attend seminars, programs, or conferences relative to enhancing their job performance with the prior approval of the Director of Public Health. Reimbursement for the program and attendant costs shall be in accordance with the City's rules on travel.

ARTICLE 25

INSERVICE EDUCATION

The City will continue its present practice of offering a sufficient number of continuing education courses per every two year period to satisfy the number of continuing education credits of hours required by the State Board of Registration in Nursing for renewal of the nurse's professional license. Nurses in the bargaining unit shall be permitted to attend free of charge. The courses will be at the Health Division's premises and scheduled during the nurse's working hours. An advisory committee consisting of the Deputy Director of Public Health or

his/her designee and two members of the bargaining unit selected by the President of the Association shall recommend courses to the Director of Public Health.

ARTICLE 26

EDUCATIONAL STIPENDS

Effective July 1, 1997 members of the bargaining unit who hold Bachelor's or Masters Degrees from a degree-granting Institution in the areas of nursing or Public Health shall receive as additional compensation:

Bachelor's \$10/week

Master's \$14/week

Effective July 1, 2005, members of the bargaining unit who hold an Associates degree shall receive \$10 per week as additional compensation. Bargaining unit members employed on July 1, 2005 who hold only a "Hospital Nursing Diploma" will be deemed eligible to receive the Associate's degree stipend.

Effective July 1, 2005 the Bachelor's degree stipend shall increase to \$12 per week.

Public Health Nurses shall be eligible to receive this weekly stipend every week, or 52 weeks per year.

ARTICLE 27

DRUG AND ALCOHOL USE

As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the workshift of an employee, including all breaks and the lunch period.

Failure to comply with this item shall be subject to progressive discipline. For the purpose of this paragraph, possession shall mean possession on City property or City equipment.

Employees having tenure under c. 31 of the General Laws, or just cause rights under Article 7 of the contract, shall have the right to appeal under c. 31 or arbitrate any suspension or discharge imposed as a result of this paragraph.

ARTICLE 28

MISCELLANEOUS PROVISIONS

1. Waiver in Case of Emergency

In cases of circumstances beyond the control of the City, such as an act of God, riot, flood, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended without recourse from the Association:

- (a) Time limit management replies on grievances;
- (b) Limitations on distribution of overtime by seniority;
- (c) Limitations on any other portion of this Agreement that would interrupt or interfere with the City's obligation to restore normal operations.

In addition and notwithstanding other articles of this Agreement, management reserves the right during any such emergency to assign employees to work without regard to their job classifications and such assignments shall not be subject to the grievance procedures upon termination of the emergency.

2. Expenditures

It is understood that no expenditures of compensation will be paid to employees in accordance with this Agreement, unless and until the requirements and procedures required by law and the provisions of the City Charter are satisfied as far as appropriations are concerned.

3. Notices

All notices in writing sent by the Association shall be forwarded to the City to the following:

City Manager and Office of Human Resources
City Hall – Room 109
455 Main Street, Worcester, MA 01608

Notices in writing sent by the City shall be mailed to:

President

Public Health Nurses Association of Worcester
Health Department
25 Meade Street
Worcester, MA 01610

And

Massachusetts Nurses Association
340 Turnpike Street
Canton, MA 02021

4. Copies of Ordinances

After submission to the City Council, the City agrees to provide to the Association copies of proposed ordinances recommended to the City Council by the City Manager when such ordinance would affect the wages, hours or fringe benefits of employees of the bargaining unit.

5. Visitations

Accredited representatives of the Public Health Nurses Association of Worcester shall have access to the premises at reasonable times during regular working hours for discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and provided further that they obtain prior approval from the Division head or his designated representative.

6. Snow Days

The Union hereby acknowledges the snow day policy as enunciated by the City Manager in the revised rules of September 1, 1972 (Administrative Rule #61).

7. Memoranda

The provisions of any Memoranda or Letter of Understanding signed contemporaneously with this agreement shall be subject to the grievance/arbitration provisions of this agreement.

8. Access to Information

Should the employee or the Association require access to information that is not public record and is in the personnel file of a unit member the Association (or the employee)

shall make a request in writing to the City. The City shall notify the individual employee of the requests for information in his or her personnel file and shall give the employee the option to permit or deny such access. Denial of access for information to process grievances may be appealed jointly to the Labor Relations Commission for ruling on relevancy and need for such provision.

9. Substitute Nurses

Effective no later than June 30, 1997, the City agrees to establish a pool of per diem substitute nurses, if possible to consist of retired public health nurses, to cover for absent nurses in no-pay status. Per diem nurses will be paid at Step 1 with no benefits.

10. Evaluations

Employees shall be evaluated by the Deputy Director of Public Health using the Public Health Nurse/School Nurse Annual Performance Review Evaluation Tool attached hereto as Appendix 2.

11. Flexible Benefits Plan

Effective no later than June 30, 1997, bargaining unit members will be eligible for the MTA flexible benefits plan currently available to the City's unrepresented employees. Members will be enrolled as soon as this can be arranged, in no event later than the annual enrollment period held every year for other City employees.

12. Reduction in Force

Effective July 1, 1990, the City shall provide the Association with a side letter regarding reduction in force language acceptable to the Association.

13. License Fees

The City shall pay the bi-annual license renewal fee for all bargaining unit members.

14. Orientation

A. Every new hire shall be provided with a minimum of (10) days of mentored orientation, provided by a Public Health Nurse. Nurses who transfer from one

assignment to the other will not be eligible for mentored orientation, unless the nurse requests mentored orientation and the Chief Public Health Nurse determines in her/his sole discretion that mentored orientation is necessary for the person transferring, with such request not reasonably denied, up to a maximum of ten (10) days of mentored orientation.

- B. Mentored orientation will be an element of the Nurse's initial training, and will be given in addition to orientation training supplied at the direction of the Chief Public Health Nurse, so long as volunteers to do such orientation are available.
- C. New nurses shall be assigned to a "mentor" nurse, who shall orient the nurse to the nurse's assigned duties. When the workload allows, the supervisor will introduce the nurse to her/his specific work site and specific duties. Otherwise, the mentor shall introduce the nurse to work site or sites, the key people who work at those sites and the students and staff that the nurse will be working with. The nurse shall be instructed in the policies and procedures in existence at the time of the orientation, by a supervisor, and shall be given a general introduction to all of the duties and responsibilities that the nurse will be accountable for, including practical application of the policies and procedures by the supervisor.
- D. Whenever possible, mentored orientation will take place in whole day increments with the nurse spending an entire day with the assigned mentor. When it is not possible to keep the nurse and the mentor together for a full day, the mentoring may take place in half-day increments.
- E. Mentors shall be selected by the Chief Public Health Nurse, at his/her sole discretion. Whenever a new hire is expected to begin work, the Chief Public Health Nurse shall solicit volunteers by posting an announcement at the Division of Public Health, or by whatever other means necessary that has the effect of allowing the largest number of potential mentors to become aware of the opportunity.
- F. The Chief Public Health Nurse shall select mentors by considering the needs of the Division and the needs of the new hire first. The Chief Public Health Nurse will consider seniority, the special needs of the assignment, if any, and the mentor's ability to train in the required special area, and the effect of mentoring on the mentor's assignment. The Chief Public Health Nurse will try to ensure that all

volunteers get an opportunity to act as a mentor, on a rotating basis, in a reasonable and equitable basis.

- G. If no person volunteers to mentor a new hire, or if there are not enough mentors available to provide mentoring for ten days, the requirements of this section shall not apply and the Chief Public Health Nurse may make whatever other arrangements are necessary to orient the new hire.
- H. Nurses who provide ten (10) days of mentored orientation shall be awarded one personal day, to be used in accordance with this Agreement. The Chief Public Health Nurse and the nurse shall keep track of the days that a nurse provides mentored orientation. Nurses may receive credit for each half-day or each full day that they provide mentored orientation. When a nurse accumulates ten (10) days of credit for providing mentored orientation, she/he shall be credited with one personal day. Nurses may accumulate credit for mentored orientation, and once credited shall not lose the credit. Once a nurse has accumulated five (5) days of credit, she/he may use one-half (1/2) day of personal time, or the nurse may save the credited time toward a full personal day. Credits may be carried from year to year until a personal day is earned. Each personal day earned under this section must be used within one calendar year of the date it is earned, or it shall be forfeited. Having an unused personal day to her/his credit shall not prohibit a nurse from continuing to earn credits toward another personal day.

ARTICLE 29

STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the Agreement, terms, or provisions herein contained shall bind the parties, unless made and executed in writing by the parties hereto.

The failure of the City or the Association to insist in any one or more incidents, upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the City or Association to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

ARTICLE 30

SAVINGS CLAUSE

If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be retrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 31

WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 32

LEAVES WITH PAY

Leaves of Absence with pay shall be granted to two (2) Association representatives to attend the annual Massachusetts Nurses Association Convention for up to three days. The names of the two representatives selected by the Association will be submitted to the Deputy Director of Public Health by the Association Presidents in advance of the leave.

ARTICLE 33

CONDITIONS AND DURATION OF AGREEMENT

1. Effective Date

The signing of this agreement by the authorized representatives of the Association and the municipal employer shall constitute an entire agreement effective upon signing until the 30th day of June, 2013, inclusive.

2. Termination

This agreement shall terminate on June 30, 2013, provided that it shall remain in effect thereafter during negotiations for a new agreement, unless either party shall send a ten (10) day notice of termination. Said notice of termination shall not be effective prior to July 1, 2013.

3. Changes

Should either party to this agreement wish to inaugurate collective bargaining discussions over changes, they may wish to introduce into this agreement, which shall be effective after June 30, 2013, it is agreed that notice of the substance of the changes and the language by which such desired changes is to be expressed, shall be mailed to the authorized parties signatory to the agreement not earlier than sixty (60) days or less than thirty (30) days before termination of this agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of negotiation for desired changes.

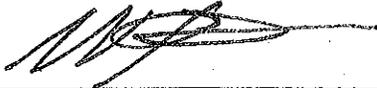
4. No Retroactive Effect

The provisions of this agreement shall become effective on July 1, 2010, unless otherwise specifically provided. This agreement is subject to ratification by the Association and by the City Manager and to appropriation by the City Council.

IN WITNESS WHEREOF, the Association and the City have caused this Agreement to be executed in their names by duly authorized representatives this ____ day of _____, 2012.

CITY OF WORCESTER

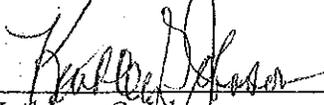
PUBLIC HEALTH NURSES ASSOCIATION/
MASSACHUSETTS NURSES ASSOCIATION



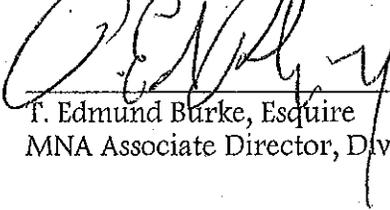
Michael V. O'Brien, City Manager



Sandra Early, RN, WPHNA President



Kathleen G. Johnson,
Director of Human Resources

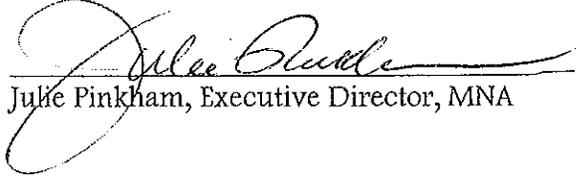


F. Edmund Burke, Esquire
MNA Associate Director, Division of Labor Action

Approved as to legal form:



Sharon P. Siegel, Esquire
Associate Labor Counsel



Julie Pinkham, Executive Director, MNA

Date: 2-7-13

June 17, 1985

MEMORANDUM OF UNDERSTANDING

In accordance with agreements reached at the bargaining table, the City agrees as follows:

1. Assignment of Public Health Nurses

- (a) Work assignments will be made by the Director of Public Health or his/her delegated representative.
- (b) All vacancies shall be posted for at least two weeks to allow employees to bid for the positions. Employees shall be assigned to the vacancies for which they have bid strictly on the basis of their seniority. Notices of vacancies shall be mailed to all employees who are absent during the posting period. A "vacancy" shall be defined to be caused by the following without limitations:
 - i) the death, retirement, resignation, or termination of a nurse;
 - ii) any leave of absence exceeding six (6) months (e.g. maternity leave, sick leave, unpaid leave of absence, etc.)
- (c) Any nurse returning from a leave of absence exceeding six (6) months shall be assigned to whichever position is vacant after completion of the posting and bidding procedure described above. Said nurse shall have the right to bid on any vacancies. In the event there is no vacancy when the nurse is ready to return from her leave of absence, her assignment will be established by relieving nurses of the temporary increases in work load which were given to the remaining complement of nurses during the period of leave.
- (d) This article shall not be interpreted to in any way limit the City's right to make work assignments, except as expressly contained in this Memorandum.

2. Work Load

The City agrees to provide assignments that allocate work load on an equitable basis.

September 16, 1985

Kathryn Noonan, Esq.
McDonald & Noonan
One Gateway Center, Suite 905
Newton, MA 02158

Christine Clair, President
Public Health Nurses Association
c/o Health Department
Lee Street
Worcester, MA

Dear Ms. Noonan and Ms. Clair:

This letter is to confirm our previous agreement that the City shall notify the Association sixty (60) days prior to implementation of the cost containment measures outlined in Article 10, paragraph 3.

Sincerely yours,

Janice M. Borg
Assistant City Solicitor
Office of Labor Relations

May 12, 1982

Kathryn Noonan, Esq.
McDonald & Noonan
27 School Street
Boston, MA 02108

Christine Clair, President
Public Health Nurses Association of Worcester
Health Department
Worcester, MA 01608

Dear Ms. Noonan and Ms. Clair:

The City hereby agrees to provide some meeting space for the Association on City property at times when the members are not on duty. However, the City may not be able to provide this space in the public health facility. Allocation of space will be made provided there is no cost to the City.

Very truly yours,

Linda R. Rodgers
Co-Director
Office of Labor Relations

May 12, 1982

Kathryn Noonan, Esq.
McDonald & Noonan
27 School Street
Boston, MA 02108

Christine Clair, President
Public Health Nurses Association of Worcester
Health Department
Worcester, MA 01608

Dear Ms. Noonan and Ms. Clair:

In response to your request for clarification of the City's policies regarding the safety of Public Health Nurses, and Public Health Nurse Supervisors, please be advised as follows:

The City Manager of the City of Worcester is the chief conservator of the peace within the City limits. He has both legal and a moral obligation to protect the lives of the City's citizens and employees as well as to protect the real estate and personal property located within the City. The City Manager expects that the Public Health Nurses will perform their statutory duties to protect the health and particularly the health of school children as needed. In the performance of those duties the Public Health Nurses may be called upon to cross picket lines of other unions.

In the event that a real danger to personnel or supplies or equipment exist, the City will attempt to provide police protection or other security. The Public Health Department protects the public health of the citizens, thus even though it is illegal for Public Health Nurses to strike or to honor another union's picket line it would also be placing the welfare of the public in extreme jeopardy. In making any possible decisions as to the location of or protection required for Public Health Nurses in the event of a picket line by another union, the City will balance the interests of the public with regard to the nature of the problem behind the picket as well as the importance of the City of maintaining the personal safety of Public Health Nurses.

Very truly yours,

Linda R. Rodgers
Co-Director
Office of Labor Relations

cc: City Manager
Director, Public Health

Mary Hanrahan, President
Public Health Nurses Association
Department of Public Health

Dear Mrs. Hanrahan:

This letter is to confirm our understanding regarding the "continuous service" requirements for designation of Public Health Nurse (Leader) contained in our most recent memorandum of agreement.

Continuous service means that there shall be no break in service. A break in service is a discharge for cause, lay-off, or a resignation. No approved leave constitutes a break in service and all approved leaves are considered to be continuous service. All time worked by a nurse in a classification covered by this bargaining unit counts for purposes of continuous service whether as a temporary, permanent or provisional appointment, so long as there is no break in service.

Sincerely,

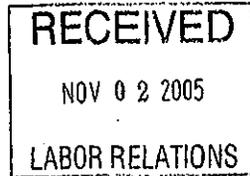
Janice Borg Silvermann
Assistant City Solicitor
Office of Labor Relations

cc: Kathryn Noonan

MIRICK O'CONNELL
ATTORNEYS AT LAW
MIRICK, O'CONNELL, DEMALLIE & LOUCEE, LLP

November 1, 2005

Allison J. Zimmon, Associate Director
Labor Relations Program
Massachusetts Nurses Association
340 Turnpike Street
Canton, MA 02021



Re: City of Worcester and Worcester Public Health Nurses Association
Side letter to 2004-2007 Memorandum of Agreement regarding body
art establishments

Dear Allison:

I am writing to confirm the parties' agreement relative to body art establishments.

The City agrees to provide a Sanitary Inspector or other appropriate City personnel to accompany Public Health Nurses to visits to body art establishments:

- a. in order to cover the portion of the visit regarding the physical facility; and/or
- b. when there is a concern for personal safety.

If this accurately reflects your understanding of the parties' agreement, please sign below where indicated and return a signed copy to me.

Sincerely,

Sharon P. Siegel/hhr
Sharon P. Siegel

/sps

cc: James G. Gardiner, Director of Public Health;
Kathleen G. Johnson, Acting Director of Human Resources

AGREED:

Worcester Public Health Nurses Association

Allison J. Zimmon 11/2/05
By: Allison J. Zimmon
Associate Director, Labor Relations Program

MIRICK O'CONNELL

WESTBOROUGH, MA
508-898-1501 • FAX 508-898-1502
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100 FRONT STREET
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www.MirickOConnell.com

BOSTON, MA
617-261-2417 • FAX 617-261-2418

MIRICK O'CONNELL
ATTORNEYS AT LAW
MIRICK, O'CONNELL, DEMALLIE & LOUGEE, LLP

November 1, 2005



Allison J. Zimmon, Associate Director
Labor Relations Program
Massachusetts Nurses Association
340 Turnpike Street
Canton, MA 02021

Re: City of Worcester and Worcester Public Health Nurses Association
Side letter to 2004-2007 Memorandum of Agreement regarding cell phones
and internet access

Dear Allison:

I am writing to confirm the parties' agreement relative to cell phones and internet access.

The City agrees to maintain at least one (1) wireless phone for bargaining unit members to use in the field. The City also agrees to maintain a computer with access to the internet in a mutually agreeable location, and to maintain email accounts for each member of the bargaining unit.

If this accurately reflects your understanding of the parties' agreement, please sign below where indicated and return a signed copy to me.

Sincerely,

Sharon P. Siegel
Sharon P. Siegel

/sps

cc: James G. Gardiner, Director of Public Health
Kathleen G. Johnson, Acting Director of Human Resources

AGREED:

Worcester Public Health Nurses Association

Allison J. Zimmon 11/2/05
By: Allison J. Zimmon
Associate Director, Labor Relations Program

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APPENDIX 2

PUBLIC HEALTH NURSE PERFORMANCE REVIEW

This annual review of the job performance of the individual members of the Department of Public Health and Code Enforcement Public Health Nursing Unit was developed collaboratively between the Director of Public Health Nursing, the Deputy Commissioner of Public Health and Code Enforcement and representatives from the Professional Nurses Association of the Worcester Department of Public Health and Code Enforcement in response to a mutually agreed upon article of the contract between the City of Worcester Department of Public Health and Code Enforcement and its Professional Nurses Association dated July 31, 1997.

The Director of Public Health Nursing of the department will provide an opportunity for a pre-conference with each nurse at the outset of the evaluation period and will meet with each nurse to present the final evaluation. A follow-up conference may be scheduled upon the request of the Director and/or nurse.

It is agreed that this performance review will not affect salary status within the department. The evaluation tool will not be used as the sole criteria for promotion or effecting employment status.

The signature of the nursing employee denotes merely that she/he has been given the opportunity to read the evaluation in conference with the evaluator, make comments and has been given a copy of the completed evaluation.

Following the evaluation category, space is provided for documentation by the evaluator to cite specific areas of superior performance or to provide a plan to be followed where need for improvement is identified and for the nurse to comment on the content of the evaluation. The reverse side of the form or additional pages may be used if the comments provided are extensive.

PUBLIC HEALTH NURSE/SCHOOL NURSE

ANNUAL PERFORMANCE REVIEW

NAME:

POSITION TITLE:

EMPLOYEE NUMBER:

DATE OF EMPLOYMENT:

CONFERENCE DATE:

SUPERVISOR:

CATEGORIES

RATING SCALE

Superior
Very Good
Satisfactory
Fair
Needs Improvement

Documentation

- a. Assumes responsibility for student/client health records.
- b. Collects, records, and interprets health data.
- c. Completes reports in a timely manner.

Comments

Applied Clinical Knowledge

- a. Utilizes a specific clinical knowledge as basis for nursing judgement.
- b. Demonstrates application of current theory, techniques and information consistent with established school and public health standards

Comments

Nursing Process

- a. Demonstrates use of systematic approach to problem-solving.
- b. Formulates nursing diagnosis based on accepted nursing standards and comprehensive assessments.

Comments

Superior
 Very Good
 Satisfactory
 Fair
 Needs Improvement

Students/Clients with Special needs

- a. Identifies and assesses student/client needs.
- b. Collaborates with specific specialists and agencies to establish case data
- c. Plans and provides appropriate nursing care.
- d. Initiates individualized nursing care plans.
- e. Provides parent, staff and student/client education.
- f. Evaluates and identifies expected outcomes.
- g. Acts as liaison/case manager where necessary.

Comments

Communication

- a. Demonstrates use of effective written, verbal and non-verbal communication in the role of Public Health/School Nurse.

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Comments

Program Management

- a. Implements and maintains a comprehensive health program according to standards, policy and procedures established by the MDPH, DOE and City of Worcester.
- b. Utilizes appropriate principles of public health and school health practice according to national standards.
- c. Contributes professional nursing presence and availability to school/public health setting.

Comments

Collaboration in School System

- a. Collaborates with school professionals, parents and care givers to meet the health, developmental and educational needs of students.

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Comments

Superior
 Very Good
 Satisfactory
 Fair
 Needs Improvement

Collaboration, Community Health Systems

a. Collaborates with community members to deliver health and social services.

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b. Utilizes the knowledge of community health systems and resources to function as a school-community liaison and public health nurse.

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Comments

Health Education

a. Delivers individual health teaching through nursing interventions.

b. Assists students, families and school community to achieve optimal levels of wellness through individual and group education.

--	--	--	--	--	--

c. Acts as a resource to school and health education staff.

Comments

Professional Development

a. Identifies, promotes and clarifies advancement of the nursing role

b. Promotes quality of care.

c. Pursues and documents continued professional educational development.

d. Demonstrates professional conduct.

Comments

Attendance/Punctuality

a. Presents self on time for daily assignments, meetings and programs.

b. Maintains attendance at assigned site.

Comments

COMMENTS OF EVALUATOR:

PUBLIC HEALTH NURSE COMMENTS:

Director of Nurses' Signature

Deputy Commissioners' Signature

Public Health Nurse Signature

Insert salary tables

SCHEDULE 3A - UNION						EFFECTIVE 1/1/08
PUBLIC HEALTH NURSING SERVICES						Salary Increase 2%
PAY	MINIMUM					MAXIMUM
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
80A						
HOURLY	19.40	20.37	21.39	22.44	23.53	24.68
WEEKLY	776.00	814.80	855.60	897.60	941.20	987.20
ANNUAL	40,490.57	42,515.10	44,643.98	46,835.48	49,110.47	51,510.68
80B						
HOURLY	20.06	21.09	22.16	23.28	24.44	25.66
WEEKLY	802.40	843.60	886.40	931.20	977.60	1,026.40
ANNUAL	41,868.08	44,017.84	46,251.08	48,588.68	51,009.77	53,556.08
80C						
HOURLY	22.80	23.91	25.06	26.27	27.53	28.85
WEEKLY	912.00	956.40	1,002.40	1,050.80	1,101.20	1,154.00
ANNUAL	47,586.86	49,903.58	52,303.80	54,829.24	57,459.04	60,214.07
SCHEDULE 3A - UNION						EFFECTIVE 1/1/09
PUBLIC HEALTH NURSING SERVICES						Salary Increase 2%
PAY	MINIMUM					MAXIMUM
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
80A						
HOURLY	19.79	20.78	21.82	22.89	24.00	25.17
WEEKLY	791.60	831.20	872.80	915.60	960.00	1,006.80
ANNUAL	41,304.56	43,370.83	45,541.46	47,774.70	50,091.43	52,533.38
80B						
HOURLY	20.46	21.51	22.60	23.75	24.93	26.17
WEEKLY	818.40	860.40	904.00	950.00	997.20	1,046.80
ANNUAL	42,702.94	44,894.44	47,169.43	49,569.64	52,032.47	54,620.53
80C						
HOURLY	23.26	24.39	25.56	26.80	28.08	29.43
WEEKLY	930.40	975.60	1,022.40	1,072.00	1,123.20	1,177.20
ANNUAL	48,546.94	50,905.41	53,347.37	55,935.43	58,606.97	61,424.61

SCHEDULE 3A - UNION					EFFECTIVE 7/1/11	
PUBLIC HEALTH NURSING SERVICES					Salary Increase \$300	
PAY	MINIMUM					MAXIMUM
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
80A						
HOURLY	19.94	20.93	21.97	23.04	24.15	25.32
WEEKLY	797.60	837.20	878.80	921.60	966.00	1,012.80
ANNUAL	41,617.63	43,683.90	45,854.53	48,087.77	50,404.50	52,846.46
80B						
HOURLY	20.61	21.66	22.75	23.90	25.08	26.32
WEEKLY	824.40	866.40	910.00	956.00	1,003.20	1,052.80
ANNUAL	43,016.01	45,207.51	47,482.50	49,882.71	52,345.54	54,933.60
80C						
HOURLY	23.41	24.54	25.71	26.95	28.23	29.58
WEEKLY	936.40	981.60	1,028.40	1,078.00	1,129.20	1,183.20
ANNUAL	48,860.01	51,218.48	53,660.44	56,248.50	58,920.04	61,737.68

SCHEDULE 3A - UNION					EFFECTIVE 7/1/12	
PUBLIC HEALTH NURSING SERVICES					Salary Increase 2%	
PAY	MINIMUM					MAXIMUM
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
80A						
HOURLY	20.34	21.35	22.41	23.50	24.63	25.83
WEEKLY	813.80	854.00	896.40	940.00	985.20	1,033.20
ANNUAL	42,452.48	44,560.50	46,772.87	49,047.86	51,406.33	53,910.90
80B						
HOURLY	21.02	22.09	23.21	24.38	25.58	26.85
WEEKLY	840.80	883.60	928.40	975.20	1,023.20	1,074.00
ANNUAL	43,871.74	46,104.98	48,442.58	50,884.54	53,389.11	56,039.78
80C						
HOURLY	23.88	25.03	26.22	27.49	28.79	30.17
WEEKLY	955.20	1,001.20	1,048.80	1,099.60	1,151.60	1,206.80
ANNUAL	49,840.97	52,241.18	54,724.88	57,375.56	60,088.84	62,969.10

SCHEDULE 3A - UNION					EFFECTIVE 6/30/13	
PUBLIC HEALTH NURSING SERVICES					Salary Increase \$500	
PAY	MINIMUM					MAXIMUM
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
80A						
HOURLY	20.58	21.59	22.65	23.74	24.87	26.07
WEEKLY	823.20	863.60	906.00	949.60	994.80	1,042.80
ANNUAL	42,953.40	45,061.41	47,273.78	49,548.77	51,907.24	54,411.81
80B						
HOURLY	21.26	22.33	23.45	24.62	25.82	27.09
WEEKLY	850.40	893.20	938.00	984.80	1,032.80	1,083.60
ANNUAL	44,372.66	46,605.90	48,943.50	51,385.46	53,890.03	56,540.70
80C						
HOURLY	24.12	25.27	26.46	27.73	29.03	30.41
WEEKLY	964.80	1,010.80	1,058.40	1,109.20	1,161.20	1,216.40
ANNUAL	50,341.88	52,742.10	55,225.80	57,876.47	60,589.76	63,470.01