

AGREEMENT

WORCESTER SCHOOL COMMITTEE

and

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

for and in behalf of

**WORCESTER PUBLIC SERVICE EMPLOYEES
LOCAL UNION 176**

of the

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**



July 1, 2013 - June 30, 2016

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made June 16, 2011, by the School Committee of the City of Worcester (hereinafter sometimes called the "School Committee") and the Massachusetts Laborers District Council i/b/o Worcester Public Service Employees Local 176 of the Laborers International Union of North America, AFL-CIO (hereinafter the "Union"). This contract is effective July 1, 2013 and expires June 30, 2016.

The Parties acknowledge that this collective bargaining agreement for the period of July 1, 2013 through June 30, 2016 is the first fully integrated document prepared and printed by the Parties since the expiration of the contract for the period from July 1, 2001 through June 30, 2004. Accordingly, this document contains those changes agreed to by the Parties subsequent to June 30, 2004 as fully set out in the Memoranda of Agreement between the Parties for the periods of July 1, 2004 through June 30, 2005; July 1, 2005 through June 30, 2007; July 1, 2007 through June 30, 2008; July 1, 2008 through June 30, 2011; July 1, 2011 through June 30, 2013; and July 1, 2013 through July 30, 2016, although in some cases such changes have been overridden by subsequent changes.

Where necessary or desirable, the Parties have endeavored to include for historic purposes, descriptions of progressive changes, such as with respect to wages and health insurance.

ARTICLE I **RECOGNITION**

Pursuant to the September 30, 1970 and October 5, 1970 Certification of Representative by the Massachusetts Labor Relations commission and pursuant to Fact Finder's Levine's Report of August 29, 1977, the School Committee recognizes the Union as the exclusive bargaining agent and representative in all matters of the following employees of the Worcester Public Schools: Senior Building Custodians, Junior Building Custodians, Junior Building Custodian Fireman and Matrons, Print Shop, Working Foreman, Printer, Storekeeper, and Warehouse employees, but excluding all other employees of the Worcester Public Schools for the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising there under.

ARTICLE II **EXISTING CONDITIONS OF EMPLOYMENT**

Conditions not altered by this contract shall signify that School Committee rules shall apply if available. Conditions created by Administrative decision shall not automatically become a part of the contract.

ARTICLE III SCHOOL YEAR AND WORK SCHEDULE

Effective July 1, 1998, a Joint Study Committee will be convened for the purpose of reviewing building cleanliness issues including the concept of part-time employees.

A. Daily Work Hours Schedule Regulations:

The normal daily work hours schedule for all employees shall consist of eight (8) hours within a nine (9) hour period. Massachusetts General Laws, Chapter 32B, Acts of 1950.

B. Weekly Work Day Schedule Regulations:

The normal weekly workday schedule for all employees shall consist of five (5) consecutive days within the period from Sunday through Saturday.

C. Work Hours – Work Week (School Days):

1. Automatic Heated Buildings

The regular daily work hours schedule for custodial personnel in charge of automatic heated buildings during the entire school year (September through June), shall consist of any consecutive eight (8) hour period between 6:00 a.m. and 3:00 p.m.

2. Automatic Heated Secondary Buildings “Fireman”

The regular daily work schedule for “Fireman”: in secondary school buildings shall consist of any consecutive eight (8) hour period between 6:00 a.m. to 4:00 p.m.

3. Day or First Shift Unassigned Junior Custodian

The regular daily work hours schedule for junior custodians assigned to the day or first shift in any building or plant during the calendar year shall consist of any consecutive eight (8) hour period between 7:00 a.m. to 7:00 p.m.

4. Night or Second Shift Custodians

The regular daily work schedule for all custodians assigned to the night or second shift in any building or plant during the calendar year, shall consist of any consecutive eight (8) hour period between 11:00 a.m. to 11:00 p.m., with the exception of Community Schools and emergency situations and those presently assigned to 2:00 p.m. – 10:00 p.m. In schools where night programs exist, the custodian(s) shall continue to be assigned to the schedule and any time worked by them after 10:00 p.m. shall be considered overtime. Any future changes shall require one (1) week’s notice and shall then be in effect for at least three (3) months. Changes can also be made if it is mutually agreeable. Custodians assigned to the night or second shift will receive a shift differential of eighty-five cents (.85) per hour over and above their regular hourly rate

5. Third Shift Custodians

The Committee or its designee has the right, upon reasonable notice, to implement a third shift at any community or secondary school with the regular daily work hours schedule for custodians assigned to said shift being any consecutive eight (8) hour period, Monday through Friday, between 10:00 p.m. and 7:00 a.m. Said third shift to be exclusive of the summer school vacation period and other regularly scheduled school vacations unless mutually agreed to by the Committee and the Union. Custodians assigned to the third shift will receive a shift differential of one dollar thirty-five cents (\$1.35) per hour over and above their regular hourly rate. The Committee or its designee has the right to direct the custodians assigned to this shift in the removal of snow.

6. Day and Night Combination Shift – Unassigned Junior Custodians

The regular daily work schedule for junior custodians assigned to any combination of day-night shift in any building or plant during the calendar year shall consist of any consecutive eight (8) hour period as designated by the administration.

D. Cold Weather Building Checks

Notification to custodians to perform cold weather building checks will be placed on the message machine between 9:00 p.m. and 10:00 p.m. These two (2) hour building checks will be conducted as follows:

1. Buildings with coverage until 10:00 p.m.:

Building Check #1 will be conducted two (2) hours before the normal starting time of the senior custodian or fireman (whomever arrives earlier). However, at the discretion of the School Plant Manager or his designee the cold weather building check may be required from 2:00 a.m. to 4:00 a.m. In such cases, the message machine will specifically require the buildings with coverage until 10:00 p.m. to conduct the 2:00 a.m. to 4:00 a.m. building check. Regardless of which schedule is in effect, the custodian is required to remain in the building for the two-hour check.

Building check #2 – 6:00 a.m. to 8:00 a.m. (weekends and holidays). Custodian must remain in the building.

Buildings with no night coverage:

Building check #1 – 12:00 a.m. (midnight) to 2:00 a.m.

Custodian must remain in the building.

2. Building check #2 – 6:00 a.m. to 8:00 a.m. (weekends and holidays). Custodian must remain in the building.

3. Weekend building checks will be conducted at 12:00 p.m. (noon) and 6:00 p.m. (one hour each) when cold weather checks are in effect. Custodian must remain in the building.

- E. Care of the Flag on Holidays
Flag care will be observed as long as it is required by M.G.L., Chapter 71, Section 69 and the School Committee specifically requests that the flag care be observed. Two (2) hours shall be allowed for the care of the flag on all holidays with the exception of Memorial Day, which will be four (4) hours. During the cold weather season, flag care shall be a duty of the cold weather building check.

ARTICLE IV **NON-SCHOOL WORK SCHEDULE**

- A. During the summer non-school period, as well as other scheduled non-pupil session days (including Staff Development Days) during the school year, the regular work day for all custodial personnel shall be eight (8) hours per day. The normal schedule shall be 7:00 a.m. to 3:00 p.m. However, the Superintendent or his designee may change this schedule at his discretion, so long as the regular work day does not start prior to 6:00 a.m. and does not end beyond 5:00 p.m., and so long as one (1) week's advance notice of the change in schedule is given. The advance notice requirement shall not apply in cases of emergency or in cases where both sides mutually agree to waive the one week's advance notice. The provisions of this paragraph are inapplicable to the third shift.
- B. The regular workweek for all custodial personnel shall be Sunday through Saturday, five (5) consecutive days.
NOTE: Also refer to Article XI, "Vacations".

ARTICLE V **OVERTIME WORK**

- A. For all overtime work in excess of eight (8) hours worked in any day, or for forty (40) hours worked in any week, all custodial personnel shall be paid at one and one-half (1 ½) times his/her regular hourly rate. Holidays, vacations, personal days, valid sick days and bereavement leave shall be considered as eight (8) hours worked for purposes of computing overtime.
1. Building Inspection
Subject to Item A, (above), when an employee is requested to check his/her building on Saturdays, Sundays or holidays, the employee shall receive pay for one (1) hour at time and one-half (1 ½) for each check. The custodian must remain in the building for the one-hour building inspection.
2. Manpower Replacement
- A. Manpower will begin on the third day of absence due to vacation.
- B. Manpower will begin on the third day of absence for all other reasons.

C. Manpower shortages as defined in Paragraphs 2A and 2B above will be allocated as follows:

- Elementary Schools - Four (4) hours
- Secondary Schools - Five (5) hours
- All Group #4 Buildings - Five (5) hours

This does not apply to group No. 1 buildings or to days preceding non-school days and/or vacation period.

It is expressly agreed that manpower is broken by the summer vacation.

If a vacancy occurs for any reason, it shall be the Committee's right to determine if the job shall be filled.

C. Custodial personnel level shall remain at the level of 152 custodial staff. To the extent that the School Committee determines not to fill up to the 152 custodial staff positions, those unfilled vacancies will be eligible for manpower. The Custodial personnel level of 152 may be reduced from time to time in a proportion equal to that of layoffs affecting teaching staff in the District. By way of example, if five percent (5%) of the teaching staff is reduced in a given fiscal year, the custodial personnel level for the custodial staff may also be reduced by that same percentage. In the event of a reduction, only unfilled vacancies below the reduced custodial personnel level will be eligible for manpower. It is expressly understood that if teachers are recalled, the custodial personnel level will be restored in the same proportion. The establishment of the custodial personnel level shall be done once per year, at the start of the fiscal year, but may be revised later in the fiscal year in the event that recalls of teachers or subsequent teacher layoffs occur.

D. The allocation of manpower hours at the various school levels and group levels shall be as recited in Article V, Paragraph 2.C. , but shall be triggered at the absences specified herein at Paragraphs 2.A. and 2.B.. Moreover, any limitations on manpower found in this Article which are not inconsistent with the terms of this Section 2 (Manpower), shall remain operative unless modified by the School Committee and the Union.

3. Other Uses of Buildings

A. When non-city agencies rent school buildings or when outside contractors are working in a building, there will be a custodian on duty.

- B. When School Councils, PTA/PTG and other small group meetings of less than thirty people are held in a building, it is not required to have a custodian on duty.
 - C. When meetings are scheduled in single custodian buildings and the custodian is not on duty, the meeting can be held at the middle school or high school in the quadrant.
 - D. The Adult Education Department will pay for coverage for Night Life Programs.
 - E. The Facilities Department will issue permits for the use of school buildings after regular hours.
 - F. The number of custodial staff needed for various types of events held at schools will be determined according to the policies set forth in the Custodian's handbook, Security, Section D or by the School Plant Manager or his designee. Any changes in custodial coverage will have to be negotiated in the future.
 - G.. Custodian coverage shall be required for all athletic games at grade levels 7 –12.
 - H. Permits for use of the building will be posted on the bulletin board in the Custodian's Room.
 - I. The permit will designate the time and exact location in the building where the program will take place.
 - J.. The custodial staff and the school administration are responsible for the security of the building. If School Shop employees are working in a building before or after the normal workday, a custodian will be called in either to open or close the building and will be paid a minimum of one hour.
4. Whenever a custodian is called in for an emergency he/she shall receive a minimum of four (4) hours. The four-hour minimum will not apply if the custodian is called in to work up to one (1) hour before his/her regular reporting time.
- NOTE: Preference shall be given to permanent employees under normal circumstances.

ARTICLE VI

SNOW AND ICE REMOVAL

- A. Notification
 Since it is the responsibility of the Administration to ensure the safety of the students and staff by determining cancellations and delays, it is the sole discretion of the School Plant Manager to call individuals to treat buildings for weather. When snow or ice is occurring or is forecast, the initial informational message will be put on the School Plant message machine by Midnight. The message will contain as much information as is available concerning cancellation or delays.

When school is cancelled or delayed, the message will be posted on the message machine not later than 5:00 a.m.

B. Working Hours

If school is not cancelled by the 5:00 a.m. message, all custodians will report at their normal times.

C. Working Hours for Non-School Days

1. School Vacation Periods: 7:00 a.m. to 3:00 p.m.
2. Saturdays, Sundays and Holidays: Should staff be required to treat buildings on non-school days, a message will be recorded not later than 8:00 a.m. that day which will instruct custodians regarding the assignment to work. All custodians called in will receive a minimum of four (4) hours of overtime pay. If more than four (4) hours is required to clear snow and ice, permission must be requested from the Coordinator of Buildings.
3. There will be no pyramiding of hours with cold weather building or heat checks.

ARTICLE VII
CUSTODIANS' ADVISORY COUNCIL

A Custodial Advisory Council will meet with the School Plant Manager quarterly to discuss issues regarding operations, personnel and the contract.

Membership of the Council will consist of the following:

Union President
(2) Union President designees
Facilities Director or his designee

Additional custodians may be invited to certain meetings to discuss particular topics of concern, when necessary.

The Council will be advisory in nature and will serve as a forum for the exchange of ideas and the discussion of issues and problems. The focus of the work of the Council for the first year of the contract shall be primarily the review and editing of the Custodian Handbook. On July 1, 2015, the Custodial Handbook will be an enforceable set of work rules and regulations for members of this bargaining unit and that violation of its terms may be grounds for discipline pursuant to MGL c. 31, the so-called Civil Service statute, and pursuant to the terms of this Collective Bargaining Agreement.

ARTICLE VIII
CUSTODIAL VACANCIES

Policies in “filling” permanent and temporary vacancies, promotions, transfer and assignments of custodial personnel:

1. Definition of Permanent Vacancy

A permanent vacancy is an opening usually caused by the following:

- Death
- Retirement
- Resignation
- Discharge of an employee or the creation of a new position

2. Definition of Temporary Vacancy (Long-Term)

A temporary vacancy is an opening usually caused by the following:

- Prolonged illness
- Injury
- Military leave
- Authorized leave of absence, unusual conditions
- Removal of employee from a position for the good of the employee and the department

3. Definition of Temporary Vacancy (Short-Term)

A temporary vacancy is a condition usually caused by the following:

- Illness
- Injury
- Jury duty
- Military leave
- Leave of absence without pay
- Deaths
- Funerals
- Personnel permanent or temporary vacancies, transfer and assignment of personnel

(Such short-term vacancies may cover a period of from one (1) to thirty (30) working days.)

4. Promotions (Classification and Salary)

Promotion may result from:

- a. change from one classification (Junior) to the higher classification (Senior) by a Civil Service Promotional Examination: or
- b. departmental promotions or assignment may result from a change from one salary classification to a higher salary classification.

5. Transfer and/or Assignment

A transfer or assignment may result because of permanent, temporary or emergency vacancies.

POLICY IN FILLING PERMANENT VACANCIES

1. Vacancies in Group No. 4, Senior Custodian Classification

Vacancies as they occur in Group 4, senior custodian positions will be circularized to all eligible senior custodians within ten (10) working days from the occurrence of a vacancy. After evaluating the written bids, the Custodial Administration shall fill the vacancy with the recommended eligible person within twenty (20) working days from the occurrence of such vacancy.

2. Vacancies in Group No. 3, Senior Custodian Classification

Vacancies as they occur in Group No. 3, senior custodian positions will be circularized to all eligible senior custodians within ten (10) working days from the occurrence of a vacancy. After evaluating the written bids, the Custodial Administration shall fill the vacancy with the recommended eligible person within twenty (20) working days from the occurrence of such vacancy.

3. Vacancies in Group No. 2, Senior Custodian Classification

Vacancies as they occur in Group 2 will be circularized to all eligible senior custodians within ten (10) working days from the occurrence of a vacancy. After evaluating the written bids for the Custodial vacancy, Administration shall fill the vacancy with the recommended eligible person within twenty (20) working days from the occurrence of such vacancy.

4. Vacancies in Group No. 1, Senior or Junior Custodian Classification

Vacancies as they occur in Group No. 1 will be circularized to all eligible senior and junior custodians within ten (10) working days from the occurrence of a vacancy. After evaluating the written bids, the Custodial Administrations shall fill the vacancy with the recommended eligible person within twenty (20) working days from the occurrence of such vacancy.

5. No employee may move laterally in grade for a period of six (6) months from the return date of said bid.

6. Vacancies in Junior Custodian "Fireman" Classification

Vacancies as they occur in Junior Custodian "Fireman" positions will be circularized to all eligible junior custodians within ten (10) working days from the occurrence of a vacancy. After evaluating the written bids, the Custodial Administration shall fill the vacancy with the recommended eligible person within twenty (20) working days from the occurrence of such vacancy.

7. Junior Custodians shall bid permanent vacancies as they occur during the year. The position shall be awarded to the most senior applicant, provided that applicant has received a "satisfactory" rating in his/her most recent performance evaluation. In addition, by no later than May 1st, all Junior Custodian positions shall be put out for bid, with the appointments being made on the basis of seniority, provided that the applicant has received a "satisfactory" rating in his/her most recent performance evaluation. Those ineligible to bid, and who are displaced by a successful bidder, will be allowed to choose, based upon seniority, whatever vacant positions remain after the bidding is complete.

8. A custodian may withdraw his/her bid for a vacant position prior to the final interview.

9. When a Custodian applies for a vacancy, the Custodian will be required to meet with the Building Principal and the Head Custodian at the school where the vacancy exists as part of the application process.

10. If an employee is not selected to fill a vacant position, the employee will be provided, upon written request, the reason(s) for not being selected.

11. When an employee is promoted from one salary group to another, the employee will be placed on the salary step in the new salary group that is nearest to his/her present salary, provided that the step is not less than he/she presently earns, plus two (2) additional steps. The practice of an employee with twenty (20) or more years of service as a custodian being placed at the top step will continue.

12. Vacancies on the utility crew will be bid as follows: The senior custodian position will be made available to existing senior custodians. The other non-senior positions on the utility crew will be made available to all custodians. If a senior custodian is selected for a non-senior position, he/she will be required to forfeit his/her status as a senior custodian. The positions on the utility crew have separate job descriptions and qualifications from the regular building custodian positions.

ELIGIBILITY CONDITIONS REQUIRED FOR FILLING VACANCIES

1. Demonstrated Competence as a Custodian

- a. Ability to perform job – previous position performance
- b. Fireman's license or Heating & Ventilation Certificate (these items will be treated equally).
- c. Attitude toward job, personnel, superiors

2. Physical Ability to Perform Position

- a. Physical condition (doctor's report, if necessary)
- b. Sick leave and injury record

3. Seniority of Service

- a. Longevity of service (School Department)
- 4. Personal Interview and Other Conditions
 - a. A personal interview with administrators and representation from Custodians Association
 - b. An oral interview concerning job knowledge if necessary

NOTE: All other things being equal, seniority will prevail.

ARTICLE IX

TEMPORARY VACANCIES – SENIOR CUSTODIANS AND FIREMEN

- A. Policy in Filling (long-term) Temporary Vacancies

Long-term vacancies (30 or more working days) will be filled from the Civil Service Promotional List for senior custodians. The selection will be made from among the top three names who are willing to accept the position. If there is no current Civil Service List available, the selection will be made from among the junior custodians utilizing the eligibility conditions required for filling vacancies as described in Article VIII. The position shall be filled by the 30th day of such vacancy, unless both sides agree to extend the filling of the vacancy beyond the 30-day period.
- B. Policy in Filling (short-term) Temporary Vacancies
 - 1. Vacancies in all Group Positions

All temporary vacancies (one (1) to thirty (30) working days) as they occur in any or all buildings in any position, in any classification, shall be filled with a competent eligible person in the best interest of the School Department.
- C. When a junior custodian temporarily fills in (per A and B above) for a senior custodian who is at a higher pay grade, the custodian filling in will be placed on the salary step in the new salary group that is nearest to his/her present salary, provided that the step is not less than he/she presently earns, plus two (2) additional steps. (Fill-in for vacation periods excluded).

Provisional Call in List: The parties have agreed to a pilot program for the life of this contract (i.e. July 1, 2011 through June 30, 2013) which will establish a call-in list comprised of the ten most recently hired custodians. While it is likely that these ten employees will all be provisionals, to the extent necessary, this group might include permanently appointed employees if they are among the ten most recently hired. In the event of a temporary vacancy in a school, the Employer will fill such vacancy by calling in one of the employees on the call in list. Those on the list will be called on a rotating basis. In the event that any employee does not answer the call or refuses to come in to work on three consecutive occasions, such employee may be subjected to discipline by the Employer.

ARTICLE X

HOLIDAYS

A. The present vacation schedule of Holidays granted to all custodial personnel shall remain the same. These include:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Birthday	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	(and the day following)
Independence Day	Christmas Day

B. In addition to these holidays, custodial personnel shall be awarded an additional vacation day beyond that which is identified in Article XI herein. The use of this additional vacation day shall be subject to all rules applicable generally to the use of vacation days, including being subject to the approval process.

C. Custodians will receive eight (8) hours pay for the holiday and time and one-half (1 ½) for actual time spent working on the Holiday.

D. If a holiday as listed in Section A falls on a Saturday or Sunday, every effort will be made to celebrate the Saturday holiday on Friday and the Sunday holiday on Monday. However, if the holiday is not celebrated on Friday or Monday, the employee may choose to request an additional day off within the fiscal year in lieu of holiday pay. The granting of said additional day off will be at the discretion of the Superintendent or his designee.

ARTICLE XI

VACATION

A. The present vacation schedule will be kept which is as follows:
(Vacations shall be computed as of the anniversary date of employment effective July 1, 1988).

1. Less than one (1) year of continuous service, one (1) day per month worked, not to exceed ten (10) working days.
2. More than one (1) year but less than five (5) years of continuous service - ten (10) working days.
3. More than five (5) years but less than ten (10) years of continuous service - fifteen (15) working days.

4. More than ten (10) years of continuous service – but less than twenty-five (25) years - twenty (20) working days.

5. More than twenty-five (25) years of continuous service – twenty-five (25) working days.

B. Vacation request must be submitted prior to June 1st of the vacation year.

C. Seniority (Departmental) will be the determining factor in awarding vacations.

D. The granting of vacation during the normal school year will be at the discretion of the Facilities Director. The granting of vacation during the normal school year will not unreasonably be withheld.

E. Not more than one (1) person will be on vacation in any building at any given time during the normal school year.

F. Summer vacation period will be from the first Monday following the close of school to the five (5) work days prior to teacher reporting day at the beginning of the school year. The Facilities Director, at it's discretion, may allow vacations during the above-mentioned five work-day period. A custodian who is eligible for either four or five weeks of vacation may carry over up to five (5) days of unused vacation to the following vacation year. A custodian who intends to carry over these unused vacation days must notify the Facilities Manager of his designee by June 1st of his intent to do so.

G. Senior or assigned Juniors in charge of multi-man buildings should arrange vacations so that the following conditions are met:

1. Contractors in building – work schedule should be arranged in accordance with the contractor's work schedule, generally 8:00 a.m. – 4:30 p.m.

2. Buildings having four (4) or more people – vacation should not exceed one-half (1/2) the work force at any one time.

3. Leave of absence without pay for vacation purposes will not be granted.

H. Those eligible for:

1. Two (2) weeks must take their vacation during the summer vacation period.

2. Three (3) weeks may divide their vacation into two (2) or more vacation periods:

Two (2) weeks must be taken during the summer period and the third (3rd) week may be taken during the normal school year in accordance with the vacation rules.

3. Four (4) weeks may divide their vacation into two (2) or more vacation periods. Two (2) weeks must be taken in the summer period and the third (3rd)

and fourth (4th) weeks may be taken during the normal school year in accordance with the vacation rules. A vacation of four (4) successive weeks may be allowed during the summer period.

Discretionary refusal shall be exercised only in emergency situations.

All vacation days may be used no less than one day at a time, with the approval of the Facilities Director. The day-by-day vacation can only be used if it is at no additional expense to the Committee and its use is at the sole discretion of the administration.

I. The person who is filling in for a custodian who is on vacation shall not be eligible to receive the pay of the buildings. However, the employee who is filling in for a custodian who is on vacation will receive his/her night differential if the employee would have otherwise been eligible for the night differential.

J. In order to be eligible for vacation benefits, an employee covered by this agreement must work a minimum of thirty (30) weeks during the period July 1 – June 30. An employee who fulfills the thirty (30) week requirement and retires or terminates employment prior to the start of the annual vacation period will be entitled to receive pay for the vacation that he or she would have been entitled had the employee continued working.

ARTICLE XII

PERSONAL LEAVE

A. Three Days Personal Leave

1. Three days personal leave for personal reasons without loss of pay for reasons approved by the Facilities Director. Said approval shall not be unreasonably withheld. Effective July 1, 1995, one of the three days will not require a reason. However, the employee will still be required to follow the requirements as listed in Section 3 and 4 of this article when requesting a personal day without reason.

2. Personal reasons shall include:

- a. Emergency. Serious illness or injury in the family.
- b. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.

3. Personal time shall not be utilized so as to extend a holiday or vacation period. Abuse of this provision shall be cause for disciplinary action.

4. All requests for personal leave shall be approved by the Facilities Director or his designee. Such request should be made twenty-four (24) hours in advance, if possible and in writing.

5. An employee may only request a one-half personal day during a non-school period.

6. In the event that an employee enters into an unpaid status while receiving workers' compensation benefits, the employer shall continue to pay its contractually established health insurance contribution for the first 150 work days of such unpaid status. An employee is considered to be in an unpaid status, despite being in worker's compensation, if the employee no longer has available sick leave to supplement his/her worker's compensation benefits or if the employee elects not to utilize available sick time to supplement workers compensation. In either case, the first sick weeks after entering into such unpaid status shall not be counted towards the 150 work day limit. Thereafter, the Committee shall only be responsible for the payment of 50% of the total health insurance premium for the remainder of the approved period of unpaid status.

ARTICLE XIII **UNION PRIVILEGES**

A. The President of the Union shall be provided with a copy of the official agenda of each regular School Committee meeting and minutes of each regular School Committee meeting after they have been acted on by the School Committee.

B. The School Committee and School Administration shall entertain any reasonable request by the Union for available information possessed by the School Committee or the Administration which is relevant to any problems that may arise.

C. If any reports favorable or unfavorable are to be put into an employee's personnel file, they are to be signed by both parties involved or given the opportunity to do so and a copy made available of same. The exception to this are letters of reprimand or warning or letters issuing disciplinary action which are sent directly to the employee by a member of the Administration.

D. Any directive sent from the Administration must be authorized by –
To Whom----From Whom.

E. Negotiation meetings should be called upon at such times and such dates as are mutually agreed upon by the Committee and the Union Negotiating Committee. Meetings should take place during non-school hours. The members of the Union Negotiating Committee shall be relieved of their regular duties so that they may attend such meetings.

F. The monthly Union meeting will be held on the second Wednesday of the month from 8:00 p.m. to 10:00 p.m. at Doherty Memorial High School. The Union will notify the Facilities Director or his designee, at the start of each year, of the schedule for these

meeting for the year. In the event that a date or location of these meetings changes, the Union will so notify the Facilities Director or his designee in advance.

Attendance at these meetings will be as follows:

1. Day staff: no special requirements
2. Night staff:

Single Custodian Buildings:

The custodian may attend provided he/she is willing to work 12 p.m. (noon) to 8:00 p.m. on the day of the meeting. The alarm company must be notified that the school will be closing earlier that day.

Multi-Custodial Buildings:

One custodian may be designated to attend the meeting to represent the night staff provided that the individual is willing to work from 12:00 p.m. (noon) to 8:00 p.m. on the day of the meeting. He/she will report back to the other custodians at the school the next day and update them as to what happened at the meeting.

G. The President of the Union, or designee, shall be allowed time off with pay, to a maximum of three (3) days per year (July 1 to June 30) to attend Civil Service Hearings and Arbitration Hearings where the attendance of the President is necessary in the presentation of the case.

ARTICLE XIV
CIVIL SERVICE EMPLOYEES

Nothing in this contract shall be in conflict with Civil Service rules and regulations.

ARTICLE XV
GRIEVANCE PROCEDURE

A. A Union steward, not to exceed one (1), shall have the right to attend meetings during working hours for the purpose of settling grievances. However, the steward must first receive the approval of the Superintendent or his designee before setting up and attending said meetings. The use of said time for settling said grievances shall not cause any additional cost to the employer.

B. A grievance is hereby defined to mean a complaint by a custodial employee relating to a matter of wages, hours and other conditions of employment insofar as said matter is a specific violation of a provision of this contract.

C. If informal discussion does not resolve the differences, grievances shall be handled in the following manner:

1. An aggrieved party must institute proceedings hereunder within fifteen (15) days of the event or events giving rise to the grievance or within fifteen (15) working days from the date the aggrieved party had knowledge, or reasonably should have had knowledge, of the event or events giving rise to the grievance.
2. An employee with a grievance shall present it in person to his/her senior or supervisor, whoever is appropriate. The immediate superior shall make determination, which shall be final unless the aggrieved party elects to appeal said decision to the next level as hereinafter set forth:
 - a. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the senior or supervisor, or in the event that no decision has been reached within fifteen (15) working days after presentation of the grievance, the aggrieved party may reduce the grievance to writing and submit it to the immediate superior for written endorsement and comment. The grievance shall be answered in writing and copies given to the employee.
 - b. If the grievance has not been resolved to the satisfaction of the aggrieved employee at the above step within fifteen (15) working days, it will then be submitted to the School Plant Manager. He shall meet with the aggrieved person and the Union Grievance Committee within fifteen (15) working days to attempt to settle the grievance. The grievance shall be answered in writing. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the School Plant Manager, or in the event that no written answer has been received within fifteen (15) working days after the meeting, the aggrieved party may forward the grievance with a copy of the answer, if any, to the Human Resource Manager.
 - c. The Human Resource Manager shall meet within fifteen (15) working days thereafter, with the aggrieved person and the Union Grievance Committee and attempt to settle the grievance. The grievance shall be answered in writing. In the event the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the Human Resource Manager, or in the event that no written answer has been received within fifteen (15) working days after the meeting on the grievance, the aggrieved employee may then forward the grievance with a copy of the answer, if any, to the Superintendent.
 - d. The Superintendent shall meet within fifteen (15) working days thereafter, with the aggrieved person and the Union Grievance Committee and attempt to settle the grievance. The grievance shall be answered in writing.
 - e. In the event that the employee alleging a grievance is not satisfied with the decision of the Superintendent, the Association may file at the request of the employee an application with the American Arbitration Association. Said request shall be processed and heard pursuant to the Voluntary Labor Arbitration Rules of

the American Arbitration Association. Should the unresolved grievance be presented to the Arbitrator, the decision of the Arbitrator shall be final and binding on both the School Committee and the Union.

3. Failure at any level of this procedure of the employee to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. A grievance that affects a group of employees, or is of a general nature, may be commenced by the Union by submitting it in writing to the Superintendent.

5. It is agreed that if the so-called Education Reform Law is amended so as to grant School Committees the authority to participate in personnel decisions, the language shall revert to that in effect at the time of this Agreement.

ARTICLE XVI

SALARIES FOR EMPLOYEES

All employees shall be required to utilize direct deposit in connection with the payment of all salaries and other compensation. The School Committee and/or the City shall not be required to mail paystubs or advice of deposit, but shall distribute same in a secure manner through interoffice mail and distribution or through the employee portal. In the event that an employee does not have a bank account in which to deposit his or her salary and other compensation, that employee shall be required to pick-up his or her paycheck at the Payroll Office at the Durkin Administration Building or such other location as is designated by the School Committee and/or the City.

Employee salaries shall be paid in accordance with the wage schedules attached hereto as Appendix A.

A. These salary schedules reflect the following salary increases during the term of this agreement:

Effective July 1, 2013, all steps on the salary schedule reflect an increase of two percent (2%); Effective July 1, 2014, all steps on the salary schedule reflect an increase of 2%; and Effective July 1, 2015, all steps on the salary schedule reflect an increase of 2%.

Effective July 1, 2013, the School Committee will establish a salary category of Group 5, which shall include only Worcester Technical High School, and which shall apply only to the Senior Custodian assigned to Worcester Technical High School. This Group 5 shall be established on July 1, 2013, at a rate of pay which is equivalent to an additional \$100.00 per week above the comparable step of Group 4 on that same date of July 1, 2013. See attached salary schedule incorporating Group 5.

The Union has agreed to the salary increases described herein. However, to the extent that any of the School Committee's other bargaining units receive so-called cost of living adjustments which, in the aggregate, are in excess of the percentages agreed to in Paragraph 2 herein, then the School Committee agrees to re-open the contract for the single purpose of further negotiations regarding cost of living increases to be effective during the term of this collective bargaining agreement. The Committee's agreement to this language is in recognition of the Custodians being the first bargaining unit to settle a successor contract. This is not permanent language in the contract but represents an agreement for a discrete period of time during the current round of negotiations with the School Committee's other bargaining units.

- B. Historic increases granted since last printing of comprehensive collective bargaining agreement which expired on June 30, 2004 were as follows:
1. Effective on February 1, 2011, and as a partial inducement to the health insurance design changes effective on February 1, 2011 and the health insurance contribution changes effective on July 1, 2010, all steps on the salary schedule were increased by the annualized amount of \$1,000.00. In addition, as a further inducement to the health insurance changes identified in this Paragraph, all steps on the salary schedule were increased by one percent (1%) on June 30, 2011.
 2. Effective on July 1, 2007, all steps on the salary schedules were increased by three percent (3%).
 3. Effective on July 1, 2006, all steps on the salary schedule were increased one time by Five Cents (\$.05) per hour.
 4. Effective on July 1, 2006, the salary schedule was increased by 2.5%. In addition, a 1% across-the-board increase was granted on the same date as the July 1, 2006 health insurance contribution change, which increase was calculated after the 2.5% increase. Effective on the same date as the July 1, 2006 health insurance contribution change, Steps 1 – 7 were adjusted by the hourly amount equivalent to an annual increase of \$225.00 and the 10/15/20 year steps were adjusted by the hourly amount equivalent to an annual increase of \$175.00.
 5. Effective on July 1, 2005, the salary schedule was increased by 2.5%. In addition, a 1% across the board increase was granted on the same date as the January 1, 2006 health insurance changes. Effective on the same date as the January 1, 2006 health insurance changes, Steps 1 – 7 were adjusted by the hourly amount equivalent to an annual increase of \$225.00 and the 10/15/20 year steps were adjusted by the hourly amount equivalent to an annual increase of \$150.00.

6. Effective on July 1, 2004, junior custodians received an increase of thirty cents (\$.30) per hour and senior custodians and firemen received an increase of forty cents (\$.40) per hour.

C. Pension Contributions

1. In lieu of wages, the following sums per hour will be allocated from the above rates to the Union Pension Fund:
 - a. As of January 1, 2011: Seventy-nine cents (\$.79) per hour; and
 - b. As of February 1, 2012: Eighty-seven (\$.87) cents per hour.
2. Pursuant to the requirements of the Pension Protection Act of 2006 and the LIUNA National Pension Fund Funding Rehabilitation Plan (hereinafter, the "Plan"), the Parties have agreed, effective February 1, 2011, to adopt the Plan's so-called Preferred Schedule as it existed on the date of ratification of the Memorandum of Agreement for the period of July 1, 2008 through June 30, 2011 (February 5, 2011). That Memorandum of Agreement nor this language does not affect any rights the School Committee may have to withdraw from the LIUNA National Pension Fund in the future.

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

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

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

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

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

Effective July 1, 2001, the Utility Crew Foreman shall receive a weekly stipend of \$25.00 in exchange for being on call.

Effective July 1, 2002, the Utility Crew shall be paid in accordance with the Group II salary schedule.

Clothing Allowance: The annual clothing allowance shall be increased by \$26.00 in year one of the contract and by an additional \$26.00 in year two of the contract.

Wage schedules are attached hereto as Appendix A.

ARTICLE XVII **TRAVEL ALLOWANCE**

In the event that an employee covered by this Agreement is required to use his own vehicle for transportation on school business, he shall be reimbursed at the rate established by the City Manager for City employees.

ARTICLE XVIII **SPECIALISTS PAY**

For those employees who possess in good standing a First Class and/or Second Class Firemen's License and who have declared said license and have agreed to use and perform the duties, work and responsibilities with said license, shall receive \$4.00 per week above the regular weekly base pay for each license to a maximum of \$8.00 per week.

Employees hired prior to July 1, 1998 and who possess a Heating and Ventilation Certificate, as issued by the Worcester Public Schools, shall receive \$4.00 per week above the regular weekly base pay. Employees who are receiving the maximum of \$8.00 per week for possession of both a First Class and Second Class Fireman's License shall not be eligible for the \$4.00 reimbursement for the Heating and Ventilation Certificate.

Employees hired after July 1, 1998 will be required to attend a Heating and Ventilation course as a condition of employment. This course will be offered during the normal work hours of the employee and the employee will receive his/her regular pay for attendance at this course. After successful completion of the course, the individual will receive a Heating and Ventilation Certificate. It is understood that for those employees hired after July 1, 1998, there will be no four dollar (\$4.00) fee payable for the Heating and Ventilation Certificate.

In addition to the above, an employee will receive \$4.00 per week per license for possession of a Commercial Driver's License (CDL) and/or Hydraulic License and/or Pesticide License when possession of said license is required in the ordinary performance of the individual's job responsibilities. The School Plant Manager shall be the sole determinant as to if the license is required.

ARTICLE XIX
SICK LEAVE

- A. All permanent employees covered by this contract who were hired prior to July 1, 1991 shall receive fifteen (15) days of sick leave per year. These days will be added to the employees accumulated sick leave on or about September 1 of each year. Any such sick leave may accumulate not to exceed two hundred (200) days.
- B. All permanent employees covered by this contract who were hired after July 1, 1991, for the first two (2) years of their employment, shall receive one and one-quarter (1 ¼) days of sick leave per month for a maximum of fifteen (15) days per year; thereafter, the employee will receive fifteen (15) days of sick leave per year on September 1 of each year. Any such sick leave may accumulate not to exceed two hundred (200) days.
- C. Absences due to quarantine periods shall be paid for in full and not applied against the accumulated sick leave.
- D. Employees may be granted leaves of absence on account of ill health at any time without change of status in reference to assignment.
- E. An employee who is absent from work due to an industrial accident (workers compensation) shall receive sick pay on a pro rata basis, which shall represent the difference between the weekly workers compensation payment and the employee's regular weekly pay. Accumulated sick leave will be deducted on a pro-rata basis.
- F. A physician's certificate shall be required for all personal illness of six (6) or more days or single days if sick leave abuse is suspected. In addition, if the physician's certificate does not contain a specific return to work date, a second certificate must be presented to the Human Resource Office prior to the employee returning to work.
- G. No sick leave allowance shall be granted to an employee who is out of the Commonwealth of Massachusetts. However, if an employee is out of state as a result of being sent out of state for medical treatment by his/her physician, such employee shall be eligible for sick leave to the extent he/she has such benefits and subject to the Superintendent's approval, which approval shall not be unreasonably withheld. Other exceptions to this policy may be requested from the Superintendent, who shall have the authority to either approve or deny the request.
- H. Family Sick Leave: Employees may use up to a maximum of five (5) sick days per year to attend to the illness of a spouse, child or parent.
- I. If an employee is out on sick leave, he/she must report such anticipated absence at least one (1) hour prior to the start of the shift, unless there is an emergency. He/she must notify the Facilities Director and Principal.

J. Side Letter: The Parties entered into a Side Letter of Agreement on or about January 18, 2005 on the subject of adoption and the birth of a child. The Parties agreed as part of the contract settlement for the period of July 1, 2005 through June 30, 2007 to incorporate the terms of the Side Letter into the collective bargaining agreement. Following are the essential terms defining the use of sick leave in connection with the birth or adoption of a child by bargaining unit members as agreed in the Side Letter of Agreement, dated January 18, 2005:

1. On the occasion of the adoption of a child by the employee's immediate family, male and/or female employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during authorized absence at the time of the adoption; and
2. At the time of the birth of his child, male employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during an authorized absence at the time of the birth of the child; and
3. This Agreement is not intended to expand the use of sick leave for any other circumstances; and
4. This Agreement does not affect the use of sick leave by female employees for periods of authorized absence at the time of the birth of their child, which leave shall be under the same terms and conditions as prior to the execution of the Side Letter of Agreement on January 18, 2005.
5. The Side Letter of Agreement shall remain appended to the Collective Bargaining Agreement and all of its terms remain operative and enforceable. The inclusion of the essential elements of the Side Letter in this section of the collective bargaining agreement is intended to make it evident from a review of the Sick Leave Article what benefits exist under the circumstances described in this Section J.

ARTICLE XX

SICK LEAVE BUYBACK

Members of the bargaining unit serving in the Worcester Public School system for a minimum of twenty (20) years, inclusive of approved Leaves of Absence, shall upon termination, except for dismissal for just cause, receive compensation for unused accumulated sick leave at the rate of ten (\$10.00) dollars per day for the first 165 days and twenty-five (\$25.00) dollars per day for days 166 through 200. The maximum entitlement under this section is two thousand five hundred and twenty five (\$2,525.00) dollars which shall be included in the employee's final paycheck and recorded as part of the annual salary for their final year's service.

ARTICLE XXI
SICK LEAVE BANK PLAN

Eligibility for Membership

1. All appointed custodians in the Worcester Public Schools are eligible to participate in the Sick Leave Bank.
2. A participating member is one who has contributed the required number of days from his own sick leave reserve. This voluntary participation continues until such time as the Sick Leave Bank is reduced to a stated level whereupon new assessments will be required.
3. Participation requires the following:
 - A. Voluntary contribution of specified number of days within required period.
 - B. Mutual agreement for membership to be prepared in written form, submitted within specified enrollment period and endorsed by the Sick Leave Bank coordinator as well as the applicant.
4. Enrollment Periods.
 - A. Appointed personnel enrollment period shall be completed by the tenth (10th) school day of September or as required under "Funding", paragraph
 - B. Newly appointed personnel whose service in the Worcester Public Schools begins at times other than the first of September will be offered the opportunity to enroll within their first ten (10) working days in the Worcester Public Schools.
 - C. Previously eligible members, those who have exhausted all of their Sick Bank benefits, may enroll as soon as they have the sick leave required for membership.

The Worcester Public Schools Sick Leave Bank is a mutual responsibility of the Worcester School Committee and the custodians of Worcester and will be supervised by the Superintendent of Schools or his designee.

The Sick Leave Bank Committee constitutes a policy set by the aforesaid responsible bodies and will not be subject to the formal grievance and/or arbitration procedures provided in the custodians contract.

Members should familiarize themselves with all terms included in the Sick Leave Bank commitments.

Funding

The Sick Leave Bank will be funded according to the following provisions:

- A. All appointed custodians in the Worcester Public Schools may, of their own volition, contribute one (1) day of accumulated sick time to the Bank.
- B. Sick Leave Bank benefits shall apply only during the period covered by days donated.

C. When the number of sick days in the fund is reduced to twice the amount necessary to complete the commitment to active or current recipients of benefits, the Sick Leave Bank Committee shall require a new enrollment period.

D. When new enrollment period is announced, previous membership commitments will be terminated. New or re-enrolling members must provide a day to the fund in order to be eligible.

E. Days placed in the bank and unused at the end of the school year shall remain in the bank and shall accumulate from year to year.

Eligibility for Benefits

1. Participating members must make written application to the Sick Bank Committee requesting extended sick leave using the prescribed forms. This must be accompanied by a detailed medical statement by the attending physician stating the exact nature of the incapacitation and the projected time of recovery beyond the member's own accrued sick leave.

2. Application for extended sick leave may be made not more than fifteen (15) work days in advance of the anticipated termination date of earned sick leave.

3. There will be a waiting period of three (3) working days between the end of the applicant's current allowance of sick days and the beginning of withdrawal of Sick Leave Bank days.

4. Conditions for the Awarding of Benefits:

A. The applicant must have exhausted all earned sick leave.

B. The applicant must have been incapacitated for fifteen (15) consecutive work days which constitutes prolonged illness as defined by the Sick Leave Bank Study Committee.

C. If a member is incapacitated for at least fifteen (15) days in any one (1) year and there is an additional incapacitation which appears to be a recurrence or an immediate result of the same illness or accident, then the fifteen (15) day eligibility requirement and three (3) day waiting period could be waived at the discretion of the Sick Bank Committee upon verification by the attending physician.

D. Should an individual have used his maximum allowance, returned to duty, re-enrolled as a member and find it necessary to apply for benefits, he/she will be eligible for those (benefits) of a newly elected custodian in the Worcester Public Schools.

5. If the applicant's request is approved, then the sick leave benefits would apply retroactively to the remainder of the fifteen (15) days not covered by the member's earned sick leave minus aforementioned three (3) day waiting period mentioned in Section 3.

Benefits

1. Benefits of the Sick Bank are extended to any actively participating member who has fulfilled the requirements for eligibility and whose sick leave loan application has been approved by a majority of the Sick Bank Committee.

2. Sick Bank benefits are not to be provided for personnel who are on leaves of absence for which the individual is not being compensated by the Worcester Public Schools.

3. Sick days are considered actual work days in which school was in session and for which the individual would have been compensated if he/she had not exhausted his/her sick leave.

4. In no case shall the Sick Bank Committee award more than thirty (30) sick days without review to any individual at any one time.

5. The following number of days represent the maximum that any member could be allowed from the Sick Bank:

<u>Years of Election in the Worcester Public Schools</u>	<u>Allowable Days From Bank</u>
1	25
2	30
3	35
4	45
5	55
6	65
7	75
8	85
9	95
10	105
11	105..plus two (2) days per year beyond ten (10) years of service.*

*Plus thirty-three and one-third percent (33 1/3%) of accrued earned sick leave time at the onset of prolonged illness.

The basis for computing one's probable allowance is the allowable days from the bank according to Benefits paragraph, plus one-third (1/3) of accrued sick leave prior to the onset of prolonged illness, plus two (2) days per year beyond ten (10) years of service in the Worcester Public Schools.

ARTICLE XXII
LEAVES OF ABSENCE

A. Leaves of absence with pay shall be granted to all permanent employees as set forth below:

1. To serve as official delegate to conventions of veterans, civic, professional or benevolent organizations subject to the express approval of the Superintendent and vote of the Committee up to three (3) days.
2. Absence of legal cause for attendance in court for the purpose of giving testimony. In cases in which the employee is or is not a principal party, the employee shall be paid a day's pay when the decision with respect to the time and place of the court hearing is beyond the control of the employee. An employee who is required to be in court for a criminal offense in which the employee is the defendant will not be entitled to leave under this section. In such instances, the employee will be authorized to utilize either a personal day or a vacation day; if the employee has neither a personal day nor a vacation day to utilize, the employee may request a day without pay.
3. Four (4) days shall be granted to those persons of Jewish or Orthodox faith for observance of high holy days, the time to be deducted from sick leave or personal leave at the option of the individual.
4. When the death of wife, husband, ex-husband, ex-wife, father, mother, mother-in-law, father-in-law, brother, sister, child, stepchild, life partner living in the same household, grandparent or grandchild or relative living in the same household or someone who has acted in loco parentis, occurs in the family of a custodial employee, such employee is entitled to a leave of absence of up to five (5) consecutive days or memorial week for people of the Jewish faith, without loss of salary, such leave to take effect from the date of death. Such five (5) consecutive days include Saturdays and holidays. Sundays are specifically excluded and shall not be counted. This leave shall be approved by the Facilities Director.

5. Funerals

- A. First Cousin, niece, nephew, uncle, aunt, brother-in-law, sister-in-law, one (1) day.
- B. In the case of the funeral of an employee, present or past, a delegation of a limited number of custodians may attend the funeral services at the discretion of the Facilities Director.
- C. In the case of the death of a friend, necessary time may be granted by the School Plant Manager to attend funeral services.

ARTICLE XXIII
SAFETY REQUIREMENT

- A. Every reasonable effort will be made to deliver all materials and equipment in place.
- B. A limitation not to exceed seventy-five (75) pounds per unit is to be carried.
- C. A reasonable effort will be made to provide proper equipment to move such items.
- D. No custodial personnel shall be required to climb a height of more than twelve (12) feet on a ladder. Proper equipment shall be provided for higher jobs, such as staging, etc. At least two (2) custodians shall be present.
- E. Every reasonable effort will be made so that at least two (2) custodians shall be present when boilers are being cleaned internally.

ARTICLE XXIV
AGENCY FEE

In accordance with Section 12 of Chapter 150E of the Massachusetts General Laws, it is agreed that an agency service fee, commensurably proportionate with the cost of collective bargaining and contract administration, may be imposed as a condition of employment with respect to any member of the bargaining unit who is not a member of the Union.

The Committee shall not be responsible and the Association agrees to hold the Committee harmless for any actions it takes against any employee as a result of this action.

ARTICLE XXV
MANAGEMENT RIGHTS

1. Under the laws of Massachusetts, the Committee elected by the citizens of the City of Worcester has final responsibility for establishing the educational policies of the public schools of the City, for management of said schools and for directing their operation - a responsibility which includes the duty to maintain public schools and such other educational activities as it finds will best serve the interest of the City of Worcester; to decide the need for school facilities, to determine the care, maintenance and operation of building, land apparatus and other property used for school purposes; to employ, assign, transfer and promote all employees including the custodians; to suspend, demote or dismiss, renew or non-renew all employees including the custodians of the schools in the manner provided by statute or ordinance; to prescribe rules for the management, studies, classification and discipline for the public schools; to prepare and submit budgets to the City Council and, in its sole discretion, expend monies to make such transfers of funds

within the appropriated budget as it shall deem necessary and to exercise such other authority, rights and powers conferred upon the Committee by the laws of Massachusetts the Rules and Regulations of any pertinent agency of the Commonwealth.

2. The dismissal, demotion or suspension of an employee may be subject to the grievance and arbitration procedure of this contract. However, if an employee or the Association on the employee's behalf chooses to initiate a grievance, then the employee will be barred from exercising his/her rights under the Civil Service Laws.

3. As to every matter expressly not covered by this Agreement and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusive to itself all rights and powers that it has or may hereafter be granted by law and shall exercise being made the subject of the grievance and arbitration provision of this Agreement.

4. The School Committee has the sole and exclusive right and responsibility to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, except that such rights will not be exercised so as to conflict with any provisions of this Agreement.

ARTICLE XXVI **REPAIRS**

The School Committee or its designee shall have the right to direct the custodians in each school facility to do minor repair and maintenance work; including but not limited to painting, changing washers, fixing pencil sharpeners, installing replacement of broken windows and minor carpentry work, defined as the type of work that can be done using small pocket and hand tools. The purpose of this language being not to eliminate any existing personnel in the shop but rather to supplement their work.

ARTICLE XXVII **HEALTH INSURANCE**

This below cited health insurance language is subject to and conditional upon the School Committee possessing the legal right and authority to agree to said health insurance language which is controlled by Mass. G.L. c.32B. Whereas it is in the best interest of the employee and employer to obtain health insurance at the lowest possible cost, the City may, upon sixty (60) days notice to the Union, 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. Pursuant to the provisions of Chapter 32B, the Committee may at any time during the life of this Agreement, approach the Union for Collective Bargaining on the issue of health insurance. The Union agrees to honor any such request.

A Health Insurance Design:

1. Effective January 1, 2006:

- Plan Design changes as follows: \$10.00 office visit co-pay for all plans; \$10/\$20/\$35 Rx co-pays for all plans; and \$50 ER visit co-pay for Fallon (Blue Choice already \$50).

2. Effective February 1, 2011:

The parties agree that the following co-pay and design changes to all health insurance plans provided by the City will be implemented effective February 1, 2011 or as soon as practicable thereafter:

- Inpatient co-pay: \$250.00;
- Same day surgery co-pay: \$150.00;
- Emergency Room: \$75.00;
- Specialist Office Visit co-pay: \$20.00; and
- Fallon Dental, coverage for dependent children up to age 12.
- The annual maximum co-pay will be capped at \$1,000 for an individual and \$2,000 for a family in connection with same day surgery and inpatient hospitalization co-pays.

3. Effective July 1, 2011:

Effective on July 1, 2011, or as soon as practicable thereafter, health insurance for bargaining unit members shall be limited to the three plans known as Network Blue N.E. Options Plan (with three tiers); The City of Worcester Advantage Plan – Direct; or the City of Worcester Advantage Plan – Advantage (with two tiers). Plan design shall be in accordance with the attached benefit summary appearing at Appendix C. The City shall no longer offer the current health insurance plans following implementation of the above-referenced plans.

B. Contribution Levels:

1. Effective January 1, 2006:

- The City's contribution rate for active employees shall be set at 86% for the Fallon plans and 84% for the blue Cross plan; the subscriber shall pay the remainder.

- The City's contribution rate for Master Medical shall be set at 60%; the subscriber shall pay the remainder.
- The City's contribution rate for active employees hired on or after January 1, 2006, for all plans other than Master Medical, shall be set at 75%; the subscriber shall pay the remainder.

2. Effective July 1, 2006:

- For employees hired before January 1, 2006, the City's contribution rate towards all health plans other than Master Medical, effective July 1, 2006, shall be set at 80%; the subscriber shall pay the remainder.

3. Effective July 1, 2010:

The parties agree that effective July 1, 2010, 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, with the exception of the Master Medical Plan. Retroactive contributions by the employees shall be made in equal installments over the course of the remaining payrolls for fiscal year 2011.

C. It is understood and agreed, as an exception to any savings clause or similar language which may be contained in the collective bargaining agreement between the Parties, that if any portion of the health insurance changes set forth in this Article, including those effective during the term of this Agreement and those historic changes described herein, which are essential components of the Parties' various contract settlements, are held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the City/School Committee shall have no obligation to pay or to continue in effect those benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes until such time as a final judgment is rendered and not appealed which declares such provisions valid or removes any restraint on their enforcement.

In determining which benefits were conferred in exchange for which design and contribution changes and in order to assist the Parties in the enforcement of this language, the Parties will refer to the terms of the Memoranda of Agreement for the periods of July 1, 2005 through June 30, 2007; July 1, 2007 through June 30, 2008; July 1, 2008 through June 30, 2011; and July 1, 2011 through June 30, 2013, which Memoranda are incorporated by reference for the purposes of enforcing this Paragraph.

ARTICLE XXVIII
USE OF ALCOHOL/ILLEGAL DRUGS PROHIBITED

As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the work hours of the employee including all breaks and the lunch period. Failure to comply with this provision will subject the employee to disciplinary action up to and including termination of employment. It is the intent of the School Administration to utilize progressive disciplinary action in dealing with violations of this Article; however, the Administration reserves the right to terminate an employee on a first offense if the conduct causes or results in property damage or bodily injury to the employee, a co-worker, a student or other staff or persons on school property. In the absence of such circumstances, the first step of progressive discipline for a first violation of this Article shall be referral to the School Department's Employee Assistance Program for evaluation and treatment. Subsequent offenses shall be subject to additional disciplinary measures. The Administration recognizes the right of the employee to utilize the provisions of the Grievance Procedure and the Management Rights articles in challenging any decision of the Administration relative to disciplinary action and/or termination of employment. In addition, an employee who is experiencing difficulty relative to alcohol and/or drug usage has a serious negative impact on his ability to perform his work responsibilities. In such cases, the Administration will support the employee to utilize accrued sick leave and/or a leave of absence in order to take affirmative steps to deal with the alcohol and/or drug issue.

In order to facilitate the enforcement of this Article, the Committee shall have the right to initiate a drug/alcohol test upon reasonable suspicion that an employee is under the influence of illegal drugs or alcohol during work hours, or has consumed same during work hours. The test shall consist of a urinalysis, which shall test for alcohol and illegal drugs, and the cost of the test shall be borne by the Committee. In the event of a positive test, the employee shall have the right to secure a second test from the same laboratory, and the cost of the test shall be borne by the employee. Only in the event that the findings of the two tests are substantially inconsistent, either Party may opt for a third test and the cost of that test shall be borne by the Party electing to initiate the third test. For purposes of determining if one is under the influence of alcohol, the Parties agree that the standard utilized shall be the standard in effect in the Commonwealth of Massachusetts for determining if an operator of a motor vehicle is legally intoxicated. It is expressly understood that these requirements are in addition to and not in place of any drug and alcohol testing required as a condition of holding a commercial driver's license.

The Committee agrees to ensure that at least two supervisors receive training in drug and alcohol use in order to be prepared to enforce the reasonable suspicion aspect of this Article. In addition, a mutually agreed form will be utilized by the Parties in order to articulate the reasonable suspicion. At the time of any meeting at which the Employer articulates its reasonable suspicion to an Employee and requests a drug test, the Employee shall be entitled to have a union representative present. However, the Parties

agree that time is of the essence in these matters and no undue delay in acquiring union representation shall be tolerated. The Employee may also be accompanied by the Union Representative at the time of the test, so long as such representation does not compromise the validity of the test. In addition, effective January 1, 2003, all new employees covered by this Contract shall be subject to a drug/alcohol test.

ARTICLE XXIX **NON-STRIKE**

It is understood and agreed that the services performed by employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate and condone or engage in any strike, work stoppage or withholding of services at any time during the terms of this Agreement. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employee(s) concerned and to hold employee meetings to bring about an immediate resumption of normal work.

ARTICLE XXX **MISCELLANEOUS**

Study Committee: A Study Committee shall be established, consisting of an equal number of representatives of the Union and the Committee, for the purposes of studying those issues impacting building use under circumstances where on-site administrators have been placed in charge of the building. The Study Committee will seek to arrive at joint recommendations for consideration in future successor contract negotiations. Such recommendations will not be binding on the Union or the Committee.

Community Schools: The parties agree to the following program regarding summer coverage for Community Schools: During the period that Community Schools' summer programs are in effect, the five custodians who are assigned to such programs will work a regular schedule of 1:00 p.m. to 9:00 p.m. The terms of this Side Letter shall be extended for the term of this contract at the Elm Park, Canterbury, Chandler Elementary, and Clark Schools. Additionally, the School Committee reserves the right to implement the terms of the Side Letter at one additional school without triggering any requirement to bargain with the Union.

Performance Evaluation: Employees covered by this Agreement will be evaluated annually. The evaluation instrument shall be that attached hereto as Appendix B. The Senior Custodians shall evaluate the Junior Custodians. The Senior Custodians and members of the grounds crew shall be evaluated by Facilities Director.

The preceding agreement between the Worcester School Committee and the Massachusetts Laborers District Council i/b/o Worcester Public Service Employees Local 176 of the Laborers International Union of North America, AFL-CIO is accepted by the following representatives.

For the Union:

Robert Taylor
Paul Davis
S. H. King

Dated: 9-13-13

For the School Committee:

Mary E. Buxton
Lacy O'Connell

Donna Colaro
Brian A. O'Connell
John Morfrees
John R. King

Dated:

WORCESTER PUBLIC SCHOOLS

CUSTODIAL POSITIONS

UNASSIGNED JUNIORS			
STEP	P54 2% Cola 07/01/13	P55 2% Cola 07/01/14	P56 2% Cola 07/01/15
1	14.69	14.98	15.28
2	15.35	15.66	15.97
3	15.97	16.29	16.61
4	16.67	17.01	17.35
5	17.34	17.69	18.05
6	18.07	18.43	18.80
7	18.70	19.07	19.46
10 yr	19.33	19.72	20.11
15 yr	20.05	20.45	20.86
20 yr	20.70	21.11	21.53

GROUP 1			
	P14 2% Cola 07/01/13	P15 2% Cola 07/01/14	P16 2% Cola 07/01/15
	15.91	16.22	16.55
	16.59	16.92	17.26
	17.25	17.60	17.95
	17.94	18.30	18.67
	18.70	19.07	19.46
	19.43	19.81	20.21
	20.20	20.61	21.02
	20.81	21.23	21.65
	21.58	22.01	22.45
	22.33	22.77	23.23

GROUP 2			
	P24 2% Cola 07/01/13	P25 2% Cola 07/01/14	P26 2% Cola 07/01/15
	16.18	16.50	16.83
	16.84	17.18	17.52
	17.55	17.91	18.26
	18.30	18.67	19.04
	19.10	19.48	19.87
	19.88	20.27	20.68
	20.70	21.11	21.53
	21.42	21.85	22.29
	22.19	22.63	23.09
	23.00	23.46	23.93

GROUP 3			
	P34 2% Cola 07/01/13	P35 2% Cola 07/01/14	P36 2% Cola 07/01/15
	16.84	17.18	17.52
	17.55	17.91	18.26
	18.30	18.67	19.04
	19.10	19.48	19.87
	19.93	20.33	20.73
	20.77	21.19	21.61
	21.63	22.06	22.51
	22.42	22.87	23.33
	23.24	23.70	24.18
	24.07	24.55	25.04

GROUP 4			
	P44 2% Cola 07/01/13	P45 2% Cola 07/01/14	P46 2% Cola 07/01/15
	18.30	18.67	19.04
	19.10	19.48	19.87
	19.93	20.33	20.73
	20.82	21.24	21.66
	21.79	22.23	22.67
	22.76	23.21	23.68
	23.68	24.15	24.64
	24.56	25.05	25.56
	25.54	26.05	26.57
	26.47	26.99	27.53

GROUP 5			
	P64 2% Cola 07/01/13	P65 2% Cola 07/01/14	P66 2% Cola 07/01/15
	20.80	21.17	21.54
	21.60	21.98	22.37
	22.43	22.83	23.23
	23.32	23.74	24.16
	24.29	24.73	25.17
	25.26	25.71	26.18
	26.18	26.65	27.14
	27.06	27.55	28.06
	28.04	28.55	29.07
	28.97	29.49	30.03

\$4.00 additional per week per license all groups (.10 cents/Hour)

*Custodians hired at Step 1 will be placed on Step 2 after the six month civil service probationary period



Worcester Public Schools
Facilities Management Department



Custodial Evaluation Form

Section A: Personal Information (please print)

Last Name	Suffix (Jr., Sr.)	First Name
School	Job Title	

Procedure to be followed in Sections B and C: For each area of concern, please check under the appropriate heading.
E= Excellent S= Satisfactory U= Unsatisfactory

Section B

1. Attendance
2. Reliability
3. Cooperative
4. Shows initiative
5. Follows through with assigned tasks
6. Ability to operate appropriate equipment
7. Quantity of work
8. Quality of work

E	S	US

Section C: To Be Completed By Facilities Management Only

9. Effectively plans, schedules and directs work to others
10. Demonstrates good supervisory and team leadership skills
11. Trains Junior and other custodians as appropriate
12. Addresses and attempts to resolve issues at building level
13. Works to ensure district-wide cleaning standards are implemented
14. Average cleanliness audit scores

E	S	US

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Section D: Additional Comments (Attach additional sheets as necessary)

Evaluator Comments:

Employee Comments:

Section E: Signatures

Signature of Junior Custodian:

(This signature signifies ONLY that the Junior Custodian has read this evaluation.)

Date: _____

Signature of Senior Custodian:

(If this is a Senior Evaluation, this signature signifies ONLY that the Senior Custodian has read this evaluation.)

Date: _____

Signature of Evaluator:

Date: _____

Signature of Facilities Director:

Date: _____

The City of Worcester Health Insurance Plan Choices - Effective July 1, 2011
NEW CONVENTIONAL HEALTH INSURANCE PLANS

Benefits	Plan name	New FY '12 BCBS Plan - Residency out of New England	New FY '12 BCBS Plan (with Three Tiers*)	NEW for FY '12 The City of Worcester Advantage Plans	
		Blue Care Select Preferred (PPO) *In-Network	Network Blue NE Options Plan (with Three Tiers*)	Direct	Advantage
Deductible		\$250 Ind/\$750 Fam	\$0 (T1) \$250 Ind/\$750 Fam (T2&3)	\$200 Ind/\$600 Fam	Tier 1* Tier 2*
Routine Physical exams		\$0	\$0	\$0	\$250 Ind/\$750 Fam
PCP office visit		\$35	T1: \$15 T2: \$25 T3: \$35	\$15	\$0
Specialist visit		\$35	\$35	\$25	\$15
Emergency room		\$150	\$100	\$25	\$20
Inpatient hospital		waived if admitted	waived if admitted	\$100	\$30
		10% co-insurance after deductible	T1: \$150 (no deductible) \$150 (after deductible)		\$100
Same day surgery		\$35 office setting (no ded) \$300 after deductible in hosp or ambulatory facility	T1: \$150 (no deductible) T2: \$150 (after deductible) T3: \$500 (after deductible)	\$200 after deductible	\$250 after deductible
Diagnostic services (Lab, X-ray, etc.)		10% co-insurance after deductible	T1: \$150 (no deductible) T2: \$150 (after deductible) T3: \$500 (after deductible)	\$100 after deductible	\$300 after deductible
Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)		10% co-insurance after deductible	T1: \$50 hospital T2: \$50 hospital after deductible T3: \$450 hospital after deductible or \$50 non-hospital	\$0 after deductible	\$500 after deductible
Rx		\$10/\$25/\$45	T1 \$0 T2/T3 \$0 after deductible	\$0 after deductible	\$150 after deductible
Monthly Premium		\$702.83 Ind; \$1,817.74 Fam	\$10/\$25/\$45	\$50 non-hospital or \$100 hospital after deductible	\$0 after deductible
Employee Monthly Contribution		\$175.71 Ind; \$454.44 Fam	\$638.94 Ind; \$1,652.49 Fam	\$10/\$25/\$45	\$50 non-hospital or \$100 hospital after deductible
Employee Bi-weekly Contribution		\$81.10 Ind; \$209.74 Fam	\$159.74 Ind; \$413.12 Fam	\$439.78 Ind; \$1,117.41 Fam	\$10/\$25/\$45
Employee Annual Contribution		\$2108.52 Ind; \$5453.28 Fam	\$73.72 Ind; \$190.67 Fam	\$109.95 Ind; \$279.35 Fam	\$544.17 Ind; \$1,339.12 Fam
PREMIUM INCENTIVE - You will not pay any contribution during this time period for your health		NA	\$1916.88 Ind. \$4957.44 Fam	\$50.74 Ind; \$128.93 Fam	\$136.04 Ind; \$334.78 Fam
				\$1319.40 Ind; \$3352.20 Fam	\$62.79 Ind; \$154.51 Fam
					\$1632.48 Ind; \$4017.36 Fam
			NA	TWO MONTHS PREMIUM FREE!	ONE MONTH PREMIUM FREE!

* Please review your physician's tier category before selecting a health plan as they may vary by health carrier.
 For example: in the City Advantage plan, copayments for a UMass provider is \$15 in Tier 1 (the lowest cost tier) for a PCP office visit.
 In the Network Blue Options plan, the same UMass provider PCP office visit is \$25 in Tier 2 (the middle cost tier).

SCHOOL - GROUP LISTING

<u>GROUP 1</u>	<u>GROUP 2</u>	<u>GROUP 3</u>	<u>GROUP 4</u>	<u>GROUP 5</u>
Grafton 1	Wawecus	BES	BMS	WTHS
NCC	Grafton 2	Clark	BHS	
Millbury		Lincoln	Norrback	
		McGrath	Chandler Mag	
		Thorndyke	Doherty	
		WAM	Elm Park	
		Chandler El	Forest Grove	
		Flagg	Hiatt	
		May	Alternative	
		Midland	Belmont	
		Nelson Place	City View	
		Tatnuck Mag	WNHS	
		W Tatnuck	Roosevelt	
		Lake View	WEM	
		Rice Square	ALL SCHOOL	
		Union Hill	Gates Lane	
		Canterbury	Goddard	
		Columbus Park	Quinsigamond	
		Heard Street	South	
		UPCS	Sullivan	
		Greendale	Vernon Hill	
			DAB	
			GCC	
			Fanning	
			Mill Swan	
			Harlow	