

# **A G R E E M E N T**

**between the**

**THE WORCESTER SCHOOL COMMITTEE**

**And**

**INTERNATIONAL UNION OF PUBLIC  
EMPLOYEES,  
TRADESMAN, LOCAL -135**

**July 1, 2013 – June 30, 2016**

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## **AGREEMENT**

AGREEMENT made this 19<sup>th</sup> of December 2013 by and between the WORCESTER SCHOOL COMMITTEE, (hereinafter called the Committee), and the WORCESTER TRADESMEN ASSOCIATION, represented by the INTERNATIONAL UNION OF PUBLIC EMPLOYEES, TRADESMEN, LOCAL-135 (hereinafter referred to as the Union), in accordance with the provisions of Massachusetts General Laws, Chapter 150E.

## **PREAMBLE**

The parties to this Agreement recognize that under Chapter 71 of the General Laws of Massachusetts, the Committee is required to maintain a sufficient number of schools for the instruction of all children whom may legally attend public school in the City of Worcester; that the employees covered by this Agreement are employed by the Committee for the purpose of maintaining and keeping in good repair the physical plant and physical facilities as required by said Chapter 71. Further, in recognition of all duties, obligations and limitations imposed on each by Chapter 71 and 150E of the General Laws, the parties do hereby agree as follows:

## **ARTICLE I** **RECOGNITION**

For the purpose of collective bargaining under G.L. Chapter 150E, the Committee recognizes the Union as the exclusive agent and representative of the following employees (hereinafter "tradesmen") employed by the Worcester School Department; painters, carpenters, cabinet makers, electricians, locksmiths, glaziers, masons, school shop storekeepers, maintenance workers, clock repairmen, and Senior Tradesmen. All other employees of the Worcester School Department shall be specifically excluded.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

1. Under the laws of Massachusetts, the School 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 interests of the City of Worcester; to decide the need for school facilities, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to employ, assign, transfer and promote all employees; to suspend, demote or dismiss, renew or non-renew all employees of the schools in the manner provided by statute or ordinance; to prescribe rules for the management, studies, classification and discipline in the public schools; to prepare and submit budgets to the City Council and, in its sole discretion, to 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 and 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 Agreement. However, if an employee, or the union 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 the same without such exercise being made the subject of the grievance and arbitration provisions 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 III** **GRIEVANCE PROCEDURE**

1. A grievance is hereby defined as an express violation of a specific term of this Agreement.
2. If informal discussion does not resolve a grievance, it shall be handled in the following manner:

#### **Step 1:**

An employee with a grievance shall present it in writing to the Coordinator of Maintenance Services who shall make a written response, which shall be final unless the aggrieved employee elects to appeal said decision to the next step in the grievance procedure.

#### **Step 2:**

Within ten (10) working days after the decision at Step 1, the Facilities Director and the Human Resource Manager or their designee(s) shall meet with the aggrieved employee, the Steward and Business Agent of the Union in an attempt to settle the grievance. The grievance shall be answered in writing within ten (10) days after the meeting. If the grievance is not settled to the satisfaction of the aggrieved employee at Step 2, or if no written answer has been received within ten (10) days after the meeting, the aggrieved employee may forward the grievance with a copy of the answer, if any, to the Superintendent.

#### **Step 3:**

Within ten (10) working days after receipt of the grievance at Step 3, the Superintendent or his/her designee shall meet with the aggrieved employee, Steward and the Union Business Agent in an attempt to settle the grievance. If the grievance is not settled to the satisfaction of the aggrieved employee at Step 3, or if no written answer has been received within ten (10) working days after the meeting with the

Superintendent, the aggrieved employee may forward the grievance with a copy of the answer, if any, to the next step in the grievance procedure, the School Committee or submit the issue to Civil Service.

Step 4:

Issues involving hiring, assignments, promotions and disciplinary matters will bypass the School Committee level and will go directly to arbitration. If a grievance is brought to the School Committee level, the Committee shall decide the grievance, with or without a hearing, at the next regular School Committee meeting after the grievance has been filed with the Committee.

Step 5:

If the aggrieved employee is not satisfied with the decision of the School Committee, the Union may file a demand for arbitration with the American Arbitration Association in accordance with its rules. Such a demand must be filed within ten (10) working days after the decision by the School Committee.

3. An aggrieved party must institute proceedings within ten (10) days of the event or events giving rise to the grievance or within ten (10) 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.

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 or class or is of a general nature may be commenced by the Union by submitting it in writing to the Superintendent.
5. Monetary awards as a result of the continuing violation will not be retroactive beyond one hundred and five (105) days of the date of the specific violation used as a basis for the grievance brought to the arbitration.

**ARTICLE IV**  
**SALARY SCHEDULE**

1. The salary schedule for employees covered by this Agreement shall be the salary schedule attached hereto as Appendix A, which reflects the following negotiated increases:
  - a. Effective January 1, 2014                      Increase all steps on the salary schedule by 2%;
  - b. Effective July 1, 2014                      Increase all steps on the salary schedule by 2%; and
  - c. Effective July 1, 2015                      Increase all steps on the salary schedule by 2%.
2. Tradesmen agree to be paid on Fridays upon reasonable notice from the employer.
3. 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.

**ARTICLE V**  
**LONGEVITY**

1. In recognition of each employee's length of service in the Worcester Public Schools, the following longevity payments will be made on the employee's anniversary date (effective July 1, 1991):

After 10 years – one increment

After 15 years – one increment

After 20 years – one increment

After 25 years --one increment (effective July 1, 2006)

2. The ten (10) year increment shall be calculated based upon employment with the Worcester Public Schools. The fifteen, twenty and twenty-five year increments shall be calculated giving consideration to experience with the City of Worcester, but must include at least ten (10) years of service with the Worcester Public Schools.

## **ARTICLE VI** **OVERTIME**

1. Any employee covered by this Agreement who is required to work overtime shall be compensated at one and one-half ( $1\frac{1}{2}$ ) times his/her basic hourly rate. All overtime will be divided as equally as possible by the Senior Tradesman among those employees willing to accept overtime work. In assigning overtime work, the Senior Tradesman will give proper consideration to the nature of the work to be performed as it relates to a particular trade or craft. The Coordinator of Maintenance Services will maintain a list of all employees covered by this Agreement together with the number of hours assigned each month. Overtime shall be paid for any work performed beyond eight (8) hours in any one day or beyond forty (40) hours in any one week. In any week containing a holiday or in which a sick day or vacation day has been taken, the holiday and/or sick day and/or vacation day will be considered a work day for the purpose of computing overtime pay. Personal leave shall be counted as time worked when computing overtime. It is further understood and agreed that in any week containing a holiday or in which a sick day or vacation day has been taken, Saturday and Sunday work by an employee will be considered overtime.
2. Any employee being called into work after completing his/her regular eight (8) hour day or forty (40) hour week shall receive a minimum of four (4) hours at time and one-half ( $1\frac{1}{2}$ ) plus time and one-half for the hours that the employee works in excess of four (4) hours. However, employees called in early or held over on their regular shift will receive time and a half ( $1\frac{1}{2}$ ) for the hours actually worked.



3. Every tradesman must provide their accurate address and telephone number to the Facilities Director.

## **ARTICLE VII** **WORKING OUT OF GRADE**

If the Senior Tradesman is out of work for any reason, the most senior member of the specific trade shall fill in, provided that this individual is willing to do so. If the most senior member of the trade is not willing to fill in, the next most senior member of the trade shall fill in. The individual who fills in shall receive the daily stipend for fulfilling the responsibilities of the Senior Tradesman. It is understood that the regular Senior Tradesman shall continue to receive the regular stipend while out of work.

## **ARTICLE VIII** **SICK LEAVE**

1. Full-time appointed employees will be granted fifteen (15) sick days on September 1 of each year. Provisional employees shall not earn sick leave until they have been employed for one (1) year. After one (1) year sick leave will be earned at the rate of one (1) day per month. Accumulation of sick leave shall be limited to two hundred (200) days.
2. After an absence due to illness has reached four (4) consecutive work days, work days, the employee shall provide the School department with a physician's certificate describing the nature of the illness and the anticipated date of the employee's return to work.
3. In cases where the evidence appears to establish a pattern of sick leave abuse, the Superintendent or his/her designee may require a doctor's certificate after any sick day.
4. Members of the bargaining unit serving in the Worcester Public School System for a minimum of twenty (20) years inclusive of approved leaves of absence shall, upon termination, except for dismissal for just cause, receive compensation for unused

accumulated sick leave at the rate of ten dollars (\$10.00) per day for days 1 through 165 and twenty-five dollars (\$25.00) per day for days 166 through 200, up to the allowable accumulation, which shall be included in the employee's final paycheck and recorded as part of the annual salary for his/her final year of service.

5. No sick leave allowance will be granted to an employee who is out of the Commonwealth of Massachusetts unless: 1) the employee produces evidence that medical treatment was sought; or 2) the employee produces evidence that travel outside of the Commonwealth is necessary for medical treatment. Exceptions to this policy may be requested from the Superintendent, who shall have the discretion to either grant or deny such a request.
6. 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.

#### **ARTICLE IX** **TRANSPORTATION OF FURNITURE, FIXTURES AND MATERIAL**

All furniture, fixtures and material to be moved between buildings or between floors in the same building will be moved by employees covered by this Agreement except when deemed unnecessary by the Administration. In case of emergency, any moving may be done by others or by subcontracting.

#### **ARTICLE X** **PROMOTIONS AND FILLING OF VACANCIES**

Senior Tradesman: When the Committee decides to fill a position that has become vacant within an existing trade of this bargaining unit, the appointment shall be made using the following criteria:

- a. Length of service from the date of original permanent appointment to the Worcester Public Schools Tradesmen Shop
- b. Knowledge, training, demonstrated ability, skill and efficiency.

- c. Physical fitness for the position to be filled.
- d. Leadership qualities when the position to be filled requires those qualities.
- e. When factors (b), (c) and (d) are equal, the length of service from the date of original permanent appointment to the Worcester Public Schools Tradesmen Shop shall govern.

## **ARTICLE XI** **REDUCTION IN FORCE**

- 1. In the event that it becomes necessary to reduce the number of employees in the bargaining unit, employees shall be laid off in the inverse order of their seniority in the bargaining unit provided the employees who are retained are available and qualified to perform the specific work required by the Facilities Director. Judgment as to qualifications shall be determined by the Facilities Director.
- 2. In cases involving employees who have identical seniority, preference for retention or recall shall be given to the employee who has the greatest demonstrated skill and ability.
- 3. An employee who has been laid off shall be entitled to recall rights for a period of three (3) years from the effective date of his/her layoff. By recall, it is meant that the Committee will fill permanent, full-time vacancies first with qualified persons on the recall list in the inverse order of their layoff.
- 4. An employee must notify the Facilities Director of his/her address or any changes in his/her address, in order to be on the recall list.
- 5. During the recall period, an employee shall, by certified mail to his/her last address of record, be notified of and given preference for full-time permanent positions as they become vacant, in the inverse order of their layoff. If the employee does not respond within ten (10) days, the employee will be removed from the recall list. If the employee rejects an offer of employment, the employee will be removed from the recall list.

7. All benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

## **ARTICLE XII** **VACATIONS**

1. The vacation schedules for employees in the bargaining unit are as follows:

Less than 1 year of continuous service	-	1 day per month worked to a maximum of then (10) working days
between 1 and 5 years of continuous service	-	10 working days
between 5 and 10 years of continuous service	-	15 working days
more than 10 years of continuous service	-	20 working days
more than 25 years of continuous service	-	25 working days

2. An employee's anniversary date of employment shall be used in computing vacation eligibility.
3. The vacation year will be September 1 – August 31. Vacation will be granted on a pro-rated monthly basis.
4. Employees may only take two (2) weeks of their vacation during the summer recess. Exceptions to this may be granted by the Facilities Director. The summer vacation period will be from the first Monday following the close of school through that date which is five (5) working days prior to the required day of reporting for teachers at the commencement of the next school year. Vacation shall not be taken during the five (5) working day period prior to the required date of reporting for teachers.

5. Vacation benefits shall be earned on an accrual basis during an employee's first year of service. Thereafter, vacation benefits shall be awarded at the commencement of subsequent years of service.
6. Requests for approval for taking of vacation must be made a minimum of sixteen (16) hours in advance of the requested vacation period.

### **ARTICLE XIII** **HOURS**

1. The first shift hours of work and salary scale shall be 6:30 a.m. to 3:00 p.m. with a one-half (1/2) hour unpaid lunch period between the hours of 11:30 a.m. and 12:00 noon. In the event that circumstances of an emergency nature prevent an employee from taking lunch during the normal lunch period, then that employee may take lunch at a different time on that date subject to approval from the employee's supervisor. The second shift work schedule shall be eight and one-half (8 ½) consecutive hours of work between 1:00 p.m. and 10:00 p.m., Monday through Friday, with one-half (1/2) hour unpaid lunch break.
2. Effective January 1, 2002, those employees who work the second shift will receive a night differential of sixty-five cents (.65) per hour. Effective January 1, 2003, those employees who work the second shift will receive a night differential of seventy cents (.70) per hour. Effective January 1, 2004, those employees who work the second shift will receive a night differential of seventy-five cents (.75) per hour.
3. All employees within the specific trade, (i.e., carpenter, painter, etc.) have the right to bid for the second shift.

Appointment to the second shift will be made on the basis of seniority within the specific trade.

4. Those employees assigned to the first shift will receive priority for emergency overtime situations requiring tradesmen services that occur during the hours that the

second shift is working in a building other than the building the second shift is working in.

5. The Facilities Director during the school summer vacation, at his/her direction, may assign the second shift employees to the day shift. When a reassignment is to be made, said reassignment will be for at least one week in duration and will require five (5) days' advance notice by the Facilities Director.
6. Employees hired prior to July 1, 1995, will not be required to move to a second shift position. Employees hired after July 1, 1995, may be required to move to a second shift position.
7. Employees who are regularly required to be on-call twenty-four hours per day shall be paid a weekly stipend of ten (\$10.00) dollars.
8. Beginning the Summer of 2010, Teamsters will work the summer hours of 6:30 am-3:00 pm.
  - a. The Union Agrees its members will be required to sign in and out of each building in a School Shop's Attendance Book, which will be kept in the main office of each school.
  - b. The Union agrees that its members will begin their work day at the school shop, where they will submit their "School Dude" forms and pick up their work assignments for that day.
  - c. The Union agrees that its members will end their shifts at their last assigned school and sign out immediately before leaving.

## **ARTICLE XIV**

### **HOLIDAYS**

1. Holidays shall be granted to members of the unit as such:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

2. Employees will receive eight (8) hours' pay for the holiday, and time and one-half (1½) for actual time spent working on the holiday.

## **ARTICLE XV**

### **BEREAVEMENT LEAVE**

When the death of wife, husband, father, mother, mother-in-law, father-in-law, brother, sister or child occurs, leave without loss of salary of up to five (5) consecutive days will take effect from the date of death. Sundays are specifically excluded and shall not be counted. A leave of one (1) day will be granted to attend the funeral of a grandmother, grandfather, grandchild, cousin, niece, nephew, uncle, aunt, brother-in-law or sister-in-law.

## **ARTICLE XVI**

### **PERSONAL LEAVE**

1. Three (3) day's personal leave, without reason, may be taken for personal reasons when approved in writing by Facilities Director or his/her designee. Said approval shall not be unreasonably withheld.

Personal reasons shall include, but not be limited to, the following:

- a. Emergency serious illness in the family; or
  - b. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends.
2. In the case of the funeral of an employee, current or retired, a delegation of Shop employees may attend the funeral services at the discretion of the Facilities Director.
3. The benefits of this Article shall not be used to extend a holiday or vacation period. Abuse of the provisions of this paragraph shall be cause for disciplinary action.

#### **ARTICLE XVII** **LEAVES OF ABSENCE**

1. Leaves of absence of up to three (3) months may be granted at the sole discretion of the School Committee in accordance with Civil Service rules and personnel policies relative to leaves of absence. Employees shall accrue no seniority while on unpaid leaves of absence. Leaves of absence granted hereunder shall not commence until an employee has utilized all accrued vacation.
2. In the event that an employee enters an unpaid medical leave of absence, for reasons other than an on-the-job injury/illness, as approved by the Committee, or its designee, the Committee will continue to pay its contractually established health insurance premium contribution for the first 150 calendar days of such leave. Thereafter, the
3. Committee shall only be responsible for the payment of 50% of the total health insurance premium for the remainder of the approved unpaid medical leave of absence. Any period of time that the employee is on approved FMLA leave shall not be counted towards the 150 calendar day limit.
4. 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 on 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 six 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 payment of 50% of the total health insurance premium for the remainder of the approved period of unpaid status.

## **ARTICLE XVIII**

### **SAFETY**

No employee shall be required to work alone in a building when working ten (10) feet or more above floor or ground level.

## **ARTICLE XIX**

### **LICENSES**

1. Any employee who holds a license in his/her trade as a condition of employment, shall be paid \$6.00 per week for such a license. In addition, any employee who possesses in good standing a hoisting license and who has declared such license, shall receive \$4.00 per week above the regular base pay for performing the duties, work and responsibilities of the hoisting license.
2. All employees covered by this Agreement must hold a valid driver's license. An employee whose license is lost or invalidated in any way must report this change to the Facilities Director immediately in writing.
3. Employees covered by this Agreement shall receive \$6.00 per week for holding a valid Commercial Drivers License (C.D.L.). This reimbursement will be limited to three (3) employees on a first-come, first-serve basis. Employees holding a C.D.L. and receiving the \$6.00 weekly reimbursement will be required to operate school shop vehicles as needed, including necessary over-time.

**ARTICLE XX**  
**TRAVEL ALLOWANCE**

1. Mileage. In accordance with a certain Side Letter, employees began to be paid mileage reimbursement in accordance with a so-called mileage chart, which took into account different ranges of mileage and assigned an annual dollar value stipend associated with such ranges. As part of the settlement of the collective bargaining agreement for the period of January 1, 2009 through June 30, 2011, the Parties agreed to eliminate the mileage chart and, effective on January 1, 2011, all employees were granted an annual mileage reimbursement of \$3,565.55, and such mileage reimbursement was included in the salary schedule by virtue of an increase of \$1.71 to the hourly rates appearing on the salary schedule effective on January 1, 2011. It is acknowledged by the Parties that mileage reimbursement is therefore addressed through this benefit, which has been permanently included in the salary schedule, effective on January 1, 2011 and will no longer be the subject of any separate benefit or reimbursement. The payment of this benefit in Fiscal Year 2011 will be pro-rated, based upon the effective date of January 1, 2011. As such, any payments already made under the prior mileage payment system will be deducted from any payment amounts due retroactive to January 1, 2011.

2. Effective on July 1, 2011, the vehicle use fee or so-called “trunk fee” was increased from \$140.00 per month to \$150.00 per month. Effective retroactive to November 1, 2013, the Trunk Fee shall be increased to the annualized amount of \$2,080.00 and shall be converted to an hourly rate and added to the salary schedule. It is acknowledged by the Parties that the trunk fee is therefore addressed through this benefit, which has been permanently included in the salary schedule, and will no longer be the subject of any separate benefit or reimbursement.

**ARTICLE XXI**  
**HEALTH INSURANCE**

A. 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.

- B. The Parties previously agreed to the following changes in health insurance design changes and contribution changes as follows:
  - 1. Effective January 1, 2006:
    - a. 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).
    - b. 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.
    - c. The City's contribution rate for Master Medical shall be set at 60%; the subscriber shall pay the remainder.
    - d. 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.
- C. The Parties further previously agreed to the following changes in health insurance design and contribution levels:
  - 1. Health Insurance Design
    - a. Effective as soon as practicable after ratification of the Memorandum of Understanding by the all Parties for the collective bargaining agreement for the period of January 1, 2008 through December 31, 2008:

- 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 \$2,000.00 for a family in connection with Same day surgery and inpatient hospitalization co-pays.

b. 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. The City shall no longer offer the current health insurance plans following implementation of the above-referenced plans.

## 2. Health Insurance Contribution Levels

a. Effective on 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.

D. 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 and in the

Collective Bargaining Agreement for the period of January 1, 2005 through December 31, 2007 ,which are and were essential components of the Parties' contract settlements, are held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provisions is in any way restrained, then the City/School Committee shall be relieved of the obligation to pay or to continue to pay those benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes. In the event that a final judgment is rendered and not appealed or is not further appealable which declares such provisions valid or removes any restraint on their enforcement, then the City/School Committee shall continue to pay or resume paying the benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes, to the extent otherwise continuing to be applicable. In determining which benefits were conferred in exchange for which design and contribution changes and in order to define for the Parties both the intent of the parties with respect to the enforcement of this language and the manner, scope and terms of the enforcement, the Parties will refer to the applicable terms of the Collective Bargaining Agreements for the periods of January 1, 2005 through December 31, 2007; January 1, 2008 through December 31, 2008; January 1, 2009 through June 30, 2011; July 1, 2011 through June 30, 2013 and the applicable terms of the Memoranda of Agreement for the periods of January 1, 2008 through December 31, 2008; and January 1, 2009 through June 30, 2011; July 1, 2011 through June 30, 2013; and July 1, 2013 through June 30, 2016, which applicable contract terms and applicable terms of the Memoranda of Agreement are incorporated by reference for the purposes of enforcing this Paragraph.

- E. Pursuant to the provisions of Massachusetts General Laws, chapter 32B, the Committee may, at any time during the life of this Agreement, approach the

Union for collective bargaining/impact bargaining on the issue of health insurance. The Union agrees to honor any such request.

**ARTICLE XXII**  
**EVALUATION**

Employees will be evaluated annually by the Facilities Director or his/her designee.

**ARTICLE XXIII**  
**LIGHT DUTY**

Employees who are physically unable to continue or return to their original assignment may be asked to return to work in a different position with the bargaining unit if they are capable of performing the duties of the new assignment and if they are willing to do so.

**ARTICLE XXIV**  
**DUES CHECK-OFF**

1. The Committee agrees to deduct the Union dues monthly from the pay of Union members who sign authorization cards so providing. The Committee also agrees to deduct from the pay of all employees covered by this Agreement the initiation fee imposed by the Union at the time of joining the Union.
2. Said deductions will be forwarded to the Union Secretary-Treasurer or his/her designee along with a list of the employees.
3. The Union agrees to indemnify and hold the Committee and the City harmless in connection with application of this Article.

**ARTICLE XXV**  
**AGENCY SERVICE FEE**

1. In accordance with Section 12 of Chapter 150E of the Massachusetts General Laws, it is agreed that an Agency Service Fee, commensurately 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.

2. The Committee shall not be responsible and the Union agrees to indemnify and hold the Committee harmless for any actions it takes against any employee as a result of this action.
3. Effective the thirtieth (30<sup>th</sup>) day following the beginning of employment, each member of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly service fee during the life of this Agreement to the Union in an amount equal to the cost of negotiating and administering this Agreement, including any grievance arbitration.

#### **ARTICLE XXVI** **CONTRACT WORK**

1. The Committee agrees to make every effort to have all work done by the Tradesmen. However, the Committee reserves all rights to contract work when it is economically and administratively feasible.
2. For the period January 1, 1999 through December 31, 2001, all contract work will be limited to emergency situations or work that cannot be performed by the Tradesmen in a timely manner.

#### **ARTICLE XXVII** **LEAD CARPENTER/SECOND SHIFT**

1. The position of lead carpenter will be assigned to the second shift. The lead carpenter will receive a stipend of \$13.00 daily. If the lead carpenter is out, another carpenter will be selected to fill in for the day(s). The person filling in will receive the \$13.00 stipend as well as the regular lead carpenter. This lead carpenter will also receive the night differential per Article 13.
2. The lead carpenter must have a minimum of five (5) years experience as a carpenter. The lead carpenter is required to fulfill the following tasks in addition to

his/her regular Responsibilities: coordinate and oversee work between the first and second shifts; interact with principals; interact with the Coordinator of Maintenance Services and senior tradesmen in ordering supplies.

**ARTICLE XXVIII**  
**USE OF ALCOHOL/ILLEGAL DRUGS PROHIBITED**

1. 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 or dinner period. Failure to comply with this provision will subject the employee to disciplinary action up to and including termination of employment. It is the intent of the School Administration to utilize progressive disciplinary action in dealing with violations of this article; however, the Administration reserves the right to terminate an employee on a first offense if it is such that it warrants termination. In addition, an employee who is experiencing difficulty relative to alcohol and/or drug use is encouraged to seek guidance and assistance from the Administration prior to the use reaching a stage where the use has a serious negative impact on his/her ability to perform work responsibilities. In such cases, the Administration will support the employee in using accrued sick leave and/or a leave of absence in order to take affirmative steps to deal with the alcohol and/or drug issues.
2. In order to facilitate the enforcement of this article, the Committee shall have the right to initiate a drug/alcohol test upon a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol during the work hours, or has consumed same during work hours. The Committee agrees to provide training to those representatives of management who shall be empowered to initiate a drug/alcohol test. The Committee will also agree to train two union representatives as well. 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 the test shall be borne by the party electing to initiate the third test. A union representative may be present when an



employee is requested to undergo a drug/alcohol test and to be present during testing, provided that their presence will not contaminate or otherwise impact on the test results. Also, the union agrees that time is of the essence and that no delay in securing representation will be tolerated. For purposes of determining if one is under the influence of alcohol, the parties agree that the standard used shall be the standard in effect in the Commonwealth of Massachusetts for determining if an operator of a motor vehicle is legally intoxicated.

#### **ARTICLE XXIX** **NON-STRIKE**

It is understood 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, condone, and/or engage in any strike, work stoppage or withholding of services at any time. In the event of a violation of this Section, the Union agrees to take affirmative steps, including holding employee meetings, in order to bring about compliance with this Section. The Committee agrees not to engage in any form of lockout.

#### **ARTICLE XXX** **SHOP WORKER OF THE YEAR**

Effective January 1, 2002, the Committee agrees to the establishment of an annual award known as the "Shop Worker of the Year Award."

#### **ARTICLE XXXI** **NEW HIRES**

The Committee, through its designee, agrees to provide the union steward and the Business Agent of Local 170 notice of new hires and title changes within the bargaining unit. Management will make every effort to notify the steward of these changes within seven (7) days of the effective date thereof.

**ARTICLE XXXII**  
**UNION LEAVE**

- A. Insofar as work requirements of the Department permit, a union officer will be excused from duty when required to conduct Union business. A union officer shall give the Facilities Director or his designee reasonable advance notice, but not less than forty-eight (48) hours, of their intention to be absent to conduct such Union business so that work schedules may be arranged accordingly.
  
- B. Notwithstanding the above, one member of the local's executive board may be excused for Union business leave, including but not limited to conventions, business meetings and/or trainings. Union business leave shall be no more than twenty-four (24) hours annually in the aggregate and may be used in no less than eight (8) hour increments. The forty-eight (48) hour notice requirement shall not apply in unusual or emergency circumstances, provided the employee gives an explanation of the circumstances to the Facilities Director or his designee.
  
- C. Joint meetings between representatives of the Employer and the Union shall be held, whenever practicable, outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours. When such meetings are held outside regular working hours, no employee shall receive any compensation on account of time spent by him or her attending such meetings.
  
- D. The Union will furnish the School Department with a written list of its local officers and will promptly notify the School Department in writing of any changes thereto. Only such listed officers shall be recognized by the Employer for purposes of joint meetings except that the Union may, in its discretion, be represented by a Union officer and/or counsel.

**ARTICLE XXXIII**  
**DURATION**

1. This Agreement shall reflect the changes negotiated and shall remain in effect for the contract period from July 1, 2013 through June 30, 2016 and shall thereafter automatically renew itself for successive terms of one (1) year unless either party gives the other notice by registered mail six (6) months prior to the expiration of this Agreement of its desire to commence negotiations for a successor Agreement.
2. The parts of this Agreement which require funding will be conditional upon the necessary funding being recommended by the City Manager and appropriated by the City Council.

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

For the Union:

*Charles T. Karamitatos*  
*Donald A. Hayes*

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: 12-17-13

For the School Committee:

*Danna Colario*  
*John Morbredo*  
*Paul H. [unclear]*  
*[unclear]*  
*[unclear]*  
*Tracy O'Connell*  
*Barbara A. O'Connell*

Dated: 12/19/13

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**WORCESTER SCHOOL COMMITTEE**  
**And the**  
**TRADESMEN ASSOCIATION**

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For mutual consideration herein, the Committee and Tradesmen Association hereby agree to the amended existing contract as follows:

1. The following positions have been created:

Senior Tradesman for Carpenters

Senior Tradesman for Glaziers (see #6)

Senior Tradesman for Painters (see #6)

2. Salaries:

Senior Tradesman/Carpenters	Current salary plus \$125.00 weekly
Senior Tradesman/Glaziers	Current salary plus \$13.00 per day
Senior Tradesman/Painters	Current salary plus \$13.00 per day

If Senior Tradesman is out for whatever reason, fill in to receive the rate.

3. The Senior Tradesmen agree to the following tasks:
  - a. Work distribution on a daily basis for the particular group.
  - b. Ordering appropriate materials for the particular group.
  - c. Keeping inventory of materials for the particular group.
  - d. Offer duties as assigned by the Sch.
4. It is agreed that the former working foreman for Carpenters will assume the position of Senior Tradesman for Carpenters. The positions of Senior Tradesman for Glaziers and Painters will be advertised.

2. It is agreed that the positions of Senior Tradesman-Glaziers and Senior Tradesman-Painters will receive overtime compensation for night and week-end emergency call backs, along with other emergency situations that are authorized by the School Plant Manager. It is agreed that overtime compensation will not be provided for carrying out of the responsibilities as outlined in Item 3 above, even when these responsibilities necessitate the employee to work beyond the regular 7:00 a.m. – 3:30 p.m. schedule.
3. It is agreed that when either the Senior Tradesman-Glazier position or the Senior Tradesman-Painter position become vacant the vacant position will not be filled. Instead, the one (1) remaining Senior Tradesman position will assume the responsibilities held by the vacated Senior Tradesman. It is agreed that for carrying out these additional responsibilities the one (1) remaining Senior Tradesman's compensation will be current salary plus \$125.00 weekly. The overtime provisions as outlined in #5 shall be inapplicable to the remaining Senior Tradesman. In the event that the Senior Tradesman is out, one member each from the glaziers and painters would assume the responsibilities of the Senior Tradesman during his absence at a daily stipend of \$13.00.

For the Committee:

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Date

For the Union

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Date

**SIDE LETTER**

The First Shift lead electrician shall receive \$13.00 per day stipend for so long as there are three electricians employed.

# WORCESTER PUBLIC SCHOOLS

## SCHOOL SHOP POSITIONS TRADESMAN/CRAFTSMAN

	2% 01/01/14	2% 07/01/14	2% 07/01/15
1	20.74	21.15	21.58
2*	21.37	21.80	22.23
3	21.93	22.36	22.81
4	22.52	22.98	23.43
5	23.11	23.58	24.05
6	23.92	24.40	24.89
7	24.72	25.22	25.72
10 yr	25.60	26.12	26.64
15 yr	26.40	26.93	27.47
20 yr	27.22	27.77	28.32
25 yr	28.06	28.62	29.20

\*7th Month

LICENSES (additional weekly)		
	3/2/1998	1/1/1999
1 lic.	6.00	
2 lic.	12.00	
3 lic.	18.00	
Hoisting		4.00

**WORCESTER PUBLIC SCHOOLS**

**Facilities Department  
SENIOR TRADESMAN \***

	2% 01/01/14	2% 07/01/14	2% 07/01/15
<b>1</b>	20.74	21.15	21.58
<b>2</b>	21.37	21.80	22.23
<b>3</b>	21.93	22.36	22.81
<b>4</b>	22.52	22.98	23.43
<b>5</b>	23.11	23.58	24.05
<b>6</b>	23.92	24.40	24.89
<b>7</b>	24.72	25.22	25.72
<b>10 yr</b>	25.60	26.12	26.64
<b>15 yr</b>	26.40	26.93	27.47
<b>20 yr</b>	27.22	27.77	28.32
<b>25 yr</b>	28.06	28.62	29.20

**\*\$125.00 additional per week for Senior Tradesman Carpenter**

<b>LICENSES (additional weekly)</b>		
	<b>3/2/1998</b>	<b>1/1/1999</b>
<b>1 lic.</b>	6.00	
<b>2 lic.</b>	12.00	
<b>3 lic.</b>	18.00	
<b>Hoisting</b>		4.00



**WORCESTER PUBLIC SCHOOLS**

**Facilities Department  
LEAD CARPENTER & LEAD ELECTRICIAN**

	2% 01/01/14	2% 07/01/14	2% 07/01/15
<b>1</b>	20.74	21.15	21.58
<b>2</b>	21.37	21.80	22.23
<b>3</b>	21.93	22.36	22.81
<b>4</b>	22.52	22.98	23.43
<b>5</b>	23.11	23.58	24.05
<b>6</b>	23.92	24.40	24.89
<b>7</b>	24.72	25.22	25.72
<b>10 yr</b>	25.60	26.12	26.64
<b>15 yr</b>	26.40	26.93	27.47
<b>20 yr</b>	27.22	27.77	28.32
<b>25 yr</b>	28.06	28.62	29.20

**\*\$65.00 additional per week for Lead Tradesman**

<b>LICENSES (additional weekly)</b>		
	<b>3/2/1998</b>	<b>1/1/1999</b>
<b>1 lic.</b>	6.00	
<b>2 lic.</b>	12.00	
<b>3 lic.</b>	18.00	
<b>Hoisting</b>		4.00

**WORCESTER PUBLIC SCHOOLS**

**Facilities Department**

**SECOND SHIFT DIFFERENTIAL  
(additional hourly)**

<b>W04 1/1/2004</b>	<b>W00 1/1/2006</b>	<b>W01 1/1/2007</b>
0.75	0.95	1.15

**On-Call twenty-four hours per day  
(additional weekly)**

<b>W04 1/1/2002</b>	<b>W00 1/1/2006</b>	<b>W01 1/1/2007</b>
10.00	10.00	10.00

**HVAC Stipend  
(Weekly Stipend - Seasonal)**

<b>W04 1/1/2004</b>	<b>W00 1/1/2006</b>	<b>W01 1/1/2007</b>
125.00	125.00	125.00

**The City of Worcester Conventional Health Insurance Plan Choices - Effective July 1, 2013**

Benefits	The City of Worcester Advantage Plans			BCBS Plans	
	Direct	Advantage		Network Blue N.E. Options Plan (with Three Tiers*)	Blue Care Elect Preferred ** For Out of New England Members Only**
Plan name		Tier 1*	Tier 2*		
Deductible	\$200 Ind/\$600 Fam	\$250 Ind/\$750 Fam		\$0 (T1) \$250 Ind/\$750 Fam (T2&3)	\$250 Ind/\$750 Fam
Routine Physical exams	\$0	\$0		\$0	\$0
PCP office visit	\$15	\$15	\$20	T1: \$15 T2: \$25 T3: \$35	\$35
Specialist visit	\$25	\$25	\$30	\$35	\$35
Emergency room	\$100 waived if admitted	\$100 waived if admitted		\$100 waived if admitted	\$150 waived if admitted
Inpatient hospital	\$200 after deductible	\$250 after deductible	\$500 after deductible	T1: \$150 (no deductible) T2: \$150 (after deductible) T3: \$500 (after deductible)	10% co-insurance after deductible
Same day surgery	\$100 after deductible	\$150 after deductible	\$300 after deductible	T1: \$150 (no deductible) T2: \$150 (after deductible) T3: \$500 (after deductible)	\$35 office setting (no ded) \$300 after deductible in hosp or ambulatory facility
Diagnostic services (Lab, X-ray, etc.)	\$0 after deductible	\$0 after deductible		T1 \$0 T2/T3 \$0 after deductible	10% co-insurance after deductible
Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)	\$50 non-hospital or \$100 hospital after deductible	\$50 non-hospital or \$100 hospital after deductible		T1: \$50 hospital T2: \$50 hospital after deductible T3: \$450 hospital after deductible or \$50 non-hospital	10% co-insurance after deductible
Rx	\$10/\$25/\$45	\$10/\$25/\$45		\$10/\$25/\$45	\$10/\$25/\$45
Monthly Premium	\$479.85 Ind; \$1,219.22 Fam	\$599.39 Ind; \$1,488.17 Fam		\$744.67 Ind; \$1,925.24 Fam	\$763.84 Ind; \$1,975.05 Fam
Employee Monthly Contribution	\$119.96 Ind; \$304.81 Fam	\$149.85 Ind; \$372.04 Fam		\$186.17 Ind; \$481.31 Fam	\$190.96 Ind; \$483.76 Fam
Employee Weekly Contribution	\$27.68 Ind; \$70.34 Fam	\$34.58 Ind; \$85.86 Fam		\$42.96 Ind; \$111.07 Fam	\$44.07 Ind; \$113.95 Fam

\* 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).

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

**ATTACHMENT "B"**  
**City of Worcester Health Insurance Plan Choices – Effective July 1, 2013**