

# **AGREEMENT**

**WORCESTER SCHOOL COMMITTEE**

and

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL**

for and in behalf of

**WORCESTER PUBLIC SERVICE EMPLOYEES  
LOCAL UNION 176/UNIT D**

of the

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



July 1, 2013 - June 30, 2016

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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, 2003 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, 2005 through June 30, 2008; July 1, 2008 through June 30, 2010; July 1, 2010 through June 30, 2013; and July 1, 2013 through June 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.

UNIT D  
ARTICLE I  
RECOGNITION

Pursuant to an Agreement for Consent Election approved by the Labor Relations Commission on April 22, 2003, a secret mail ballot election was conducted from May 27, 2003 through June 18, 2003. By virtue of and pursuant to the power vested in the Commission by Chapter 150E of the General Laws, it was certified that Massachusetts Laborers' District Council has been selected by a majority of the unit employees as set forth in the Commission's Agreement as their representative for purposes of collective bargaining, and that pursuant to Chapter 150E of the General Laws, Massachusetts Laborers' District Council is the exclusive representative of the unit consisting of all full-time and regular part-time repair technicians, computer technicians, and technologists employed by the Worcester School Committee, but excluding supervisory employees, managerial and confidential employees, and all other School Committee employees, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

It is agreed by the Parties that the position associated with running the computer lab at North High Schools is not a position covered by this collective bargaining agreement and is appropriately excluded from the Recognition Clause. In addition, the position currently held by Doug Mayer is explicitly excluded from this unit as it is included in the District's skilled tradesmen bargaining unit.

ARTICLE II  
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 buildings, land apparatus and other property used for school

purposes to employ, assign, transfer and promote all employees including the storekeepers, to suspend, demote or dismiss, renew or non-renew all employees including the Computer Technicians 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 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 arbitrator procedure of this contract.
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 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 III 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 an employee covered by this Agreement 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 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 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. The Human Resource Manager or designee 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.

c. 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.

d. 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 IV**  
**HOLIDAYS**

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

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran s Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

C. 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.

D. In addition to these holidays, employees covered by this Agreement shall be awarded an additional vacation day beyond that which is identified in Article VI 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.

**ARTICLE V**  
**OVERTIME WORK**

For all overtime work in excess of eight (8) hours worked in any day, or for forty (40) hours worked in any week, all employees 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.

**ARTICLE VI**  
**VACATIONS**

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 (20) years – twenty (20) working days.
  5. More than twenty (20) years of continuous service – twenty-five (25) working days.
- B. Seniority (Departmental) will be the determining factor in awarding vacations.
- C. The granting of vacation during the normal school year will be at the discretion of the building Information Technology Officer. The granting of vacation during the normal school year will not unreasonably be withheld.
- D. Employees must utilize at least five (5) days of their annual vacation allotment during the summer school vacation period, which shall be defined as the period of time commencing on the day following the completion of the 183 day school year through the day prior to the start of the subsequent 183 day school year.

## ARTICLE VII

### PERSONAL LEAVE

A. Three Days Personal Leave

1. Three days personal leave for personal reasons without loss of pay for reasons approved by Information Technology Officer. Said approval shall not be unreasonably withheld. Effective July 1, 1995, one (1) of the three (3) 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 Information

Technology Officer. 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 (1/2) 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 one hundred and fifty (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 (6) weeks after entering into such unpaid status shall not be counted towards the one hundred and fifty (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 VIII 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 July 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 July 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 Information Technology Officer.

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.

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 IX SICK LEAVE BUYBACK

Members of the bargaining unit serving in the Worcester Public School System for a minimum of 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 the first one hundred and sixty-five (165) days and twenty-five dollars (\$25.00) per day for one hundred sixty-six (166) through two hundred (200). The maximum entitlement under this section is two thousand five hundred and twenty-five dollars (\$2525.00) 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 X SICK LEAVE BANK PLAN

##### Eligibility for Membership

1. All employees covered by this Agreement in the Worcester Public Schools are eligible to participate in the Custodian's 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 (10<sup>th</sup>) 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 employees covered by this Agreement 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 XI 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 an 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 Information Technology Officer.

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 employees may attend the funeral services at the discretion of the Information Technology Officer.

C. In the case of the death of a friend, necessary time may be granted by the Information Technology Officer to attend funeral services.

ARTICLE XII  
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 XIII  
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 XIV  
WAGES AND SALARIES

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

1. Effective on July 1, 2013, all steps on the Unit D salary schedule shall be increased by two percent (2%); On July 1, 2014, all steps shall be increased by 2%; and on July 1, 2015, all steps shall be increased by 2%.

B. Historic increases granted since last printing of comprehensive collective bargaining agreement which expired on June 30, 2004 were as follows:

Effective July 1, 2005, the salary schedule shall be increased by 2.5%; effective July 1, 2006, the salary schedule shall be increased by 2.5% after which it shall be increased by 2% to mitigate health insurance contribution levels and rate changes; Effective July 1, 2007, the salary schedule shall be increased by 1%; effective January 1, 2008, the salary schedule shall be increased by 2%.

Effective on July 1, 2011, as an inducement to the health insurance changes described herein, all steps on the Unit D salary schedule shall be increased by the annualized amount of \$1.640.00 which is the equivalent of seventy-nine cents (\$.79) per hour.

Effective on July 1, 2012, all steps on the Unit D salary schedule shall be increased by 2%.

Trunk Fee: All employees in Unit D, shall be paid a trunk fee of \$25.00 per week.

Clothing Allowance: All employees in Unit D, shall be paid a clothing allowance of \$4.00 per week.

Tool Allowance : Effective 2007, All employees in Unit D, shall be paid a tool allowance of \$2.00 per week.

“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 XV 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 XVI 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; July 1, 2011 through June 30, 2013; and July 1, 2013 – June 30, 2016, which Memoranda are incorporated by reference for the purposes of enforcing this Paragraph.

## **ARTICLE XVII EVALUATIONS**

The Parties have agreed to the inclusion of a new Article in the contract providing for regular evaluation of all bargaining unit members. The specific language of this new Article and the evaluation instrument and process will be developed through the work of a joint committee comprised of an equal number of members of the Union and the School District Administration. The joint committee will formulate recommendations for the adoption of an evaluation instrument and process, which recommendations shall be made no later than September 30, 2014. The Parties agree that if agreement is reached by this joint committee, no further bargaining over the issue will be required and the new instrument and process will be utilized commencing with the 2014/2015 contract year. To the extent that agreement is not reached by September 30, 2014, the joint committee will continue its work until agreement is reached, with implementation occurring as soon as practicable thereafter.

## **ARTICLE XVIII GENERAL**

- A. Employees must possess a valid driver's license and have access to a motor vehicle in order to accommodate travel between buildings as part of the

employee's work responsibilities.

- B. Employees are expected to dress in attire appropriate to their profession and to behave in a professional, businesslike manner. Employees are expected to utilize good judgement in their choice of work clothes and to remember to conduct themselves at all times in a way that best represents them and the Worcester Public Schools.
- C. All employees will be required, during the eighteen months following the ratification of the 2013-016 collective bargaining agreement, to take the examination(s) required to attain CompTIA+ certification. During the eighteen month period provided for herein, the employer will provide training materials for employees in order to assist them in attaining such certification. The employer will pay the cost of taking the first attempt of the Comp TIAA+ certification examination, subsequent attempts are at the cost of the employee.
- D. Employees who attain and maintain the Comp TIA+ Certification shall be eligible to receive, on an annual basis, the following stipends for the following additional certifications achieved and maintained during each year:

Comp TIA Network+	\$1,000.00;
Comp TIA Server+	\$1,000.00;
Comp TIA Mobility+	\$1,000.00; and
Comp TIA Cloud+	\$1,000.00.

ARTICLE XIX  
DURATION

This Agreement shall be effective from July 1, 2013 through June 30, 2016.

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

This Agreement is executed on this 19 day of June, 2014 by the Parties.

For the Union:

John Reed  
Stamavitch  
[Signature]  
Scott Williams  
[Signature]  
[Signature]  
[Signature]

Dated:

19 JUN 14

For the School Committee:

Mario Brumby  
John Monfredo  
Lacey O'Connell Perick  
[Signature]  
Heda Lamy  
[Signature]  
Brian A O'Connell

Dated:

June 19, 2014

# WORCESTER PUBLIC SCHOOLS

## COMPUTER TECHS - UNIT D

### PRINCIPAL PROGRAMMER

(Represented Employees)

	Q2C .79 Health	Q2D 2.0%	2.0%	2.0%	2.0%
STEP	07/01/11	07/01/12	07/01/13	07/01/14	07/01/15
1	26.84	27.38	27.93	28.49	29.06
2	27.80	28.36	28.93	29.51	30.10
3	28.75	29.33	29.92	30.51	31.13
4	29.80	30.40	31.01	31.63	32.26
5	30.86	31.48	32.11	32.75	33.41
6	31.89	32.53	33.18	33.84	34.52
7	33.04	33.70	34.37	35.06	35.76
8	34.28	34.97	35.67	36.38	37.11
10yr	35.50	36.21	36.93	37.67	38.43
15yr	36.70	37.43	38.18	38.94	39.72
20yr	37.95	38.71	39.48	40.27	41.08

### PROGRAMMER

(Represented Employees)

	Q2C .79 Health	Q2D 2.0%	2.0%	2.0%	2.0%
STEP	07/01/11	07/01/12	07/01/13	07/01/14	07/01/15
1	23.46	23.93	24.41	24.90	25.39
2	24.32	24.81	25.31	25.81	26.33
3	25.11	25.61	26.12	26.64	27.18
4	26.05	26.57	27.10	27.64	28.20
5	26.84	27.38	27.93	28.49	29.06
6	27.80	28.36	28.93	29.51	30.10
7	28.75	29.33	29.92	30.51	31.13
8	29.80	30.40	31.01	31.63	32.26
10yr	30.85	31.47	32.10	32.74	33.40
15yr	31.89	32.53	33.18	33.84	34.52
20yr	32.93	33.59	34.26	34.95	35.65

### SENIOR DATA PROCESSING EQUIPMENT TECHNICIAN

(Represented Employees)

	Q2A .79 Health	Q2B 2.0%	2.0%	2.0%	2.0%
STEP	07/01/11	07/01/12	07/01/13	07/01/14	07/01/15
1	21.78	22.22	22.66	23.12	23.58
2	22.42	22.87	23.33	23.79	24.27
3	23.05	23.51	23.98	24.46	24.95
4	23.70	24.17	24.65	25.15	25.65
5	24.36	24.85	25.35	25.85	26.37
6	25.27	25.78	26.30	26.82	27.36
7	26.58	27.11	27.65	28.21	28.77
10 yr	27.86	28.42	28.99	29.57	30.16
20 yr	29.14	29.72	30.31	30.92	31.54
25 yr	30.46	31.07	31.69	32.33	32.97

### DATA PROCESSING EQUIPMENT TECHNICIAN

(Represented Employees)

	Q2A .79 Health	Q2B 2.0%	2.0%	2.0%	2.0%
STEP	07/01/11	07/01/12	07/01/13	07/01/14	07/01/15
1	18.36	18.73	19.10	19.49	19.88
2	19.03	19.41	19.80	20.19	20.60
3	19.65	20.04	20.44	20.85	21.27
4	20.32	20.73	21.14	21.57	22.00
5	20.95	21.37	21.80	22.23	22.68
6	21.85	22.29	22.74	23.19	23.65
7	22.79	23.25	23.72	24.19	24.67
10 yr	23.68	24.15	24.63	25.13	25.63
20 yr	24.59	25.08	25.58	26.09	26.62
25 yr	25.49	26.00	26.52	27.05	27.59



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

Benefits	The City of Worcester Advantage Plans		BCBS Plans	
	Direct	Advantage		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)
Routine Physical exams	\$0	\$0		\$0
PCP office visit	\$15	\$15	\$20	T1: \$15 T2: \$25 T3: \$35
Specialist visit	\$25	\$25	\$30	\$35
Emergency room	\$100 waived if admitted	\$100 waived if admitted		\$100 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)
Same day surgery	\$100 after deductible	\$150 after deductible	\$300 after deductible	T1: \$150 (no deductible) T2: \$150 (after deductible) T3: \$500 (after deductible)
Diagnostic services (Lab, X-ray, etc.)	\$0 after deductible	\$0 after deductible		T1 \$0 T2/T3 \$0 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
Rx	\$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
Employee Monthly Contribution	\$119.96 Ind; \$304.81 Fam	\$149.85 Ind; \$372.04 Fam		\$186.17 Ind; \$481.31 Fam
Employee Weekly Contribution	\$27.68 Ind; \$70.34 Fam	\$34.58 Ind; \$85.86 Fam		\$42.96 Ind; \$111.07 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).

(\*\* Actual 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**