

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

**between the  
WORCESTER SCHOOL COMMITTEE  
and the  
IUPE Local #125 PLUMBERS AND  
STEAMFITTERS**

**July 1, 2013- June 30, 2016**

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## **AGREEMENT**

AGREEMENT made this 19<sup>th</sup> day of December, 2013 by and between the INTERNATIONAL UNION OF PUBLIC EMPLOYEES, PLUMBERS AND STEAMFITTERS, LOCAL - 125, hereinafter called the UNION, and the WORCESTER PUBLIC SCHOOL COMMITTEE, hereinafter called the Committee, 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 sufficient number of schools for the instruction of all children who 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 relative to plumbing and steamfitting duties as required by said Chapter 71. Further, in recognition of all duties, obligations and limitations imposed on each by Chapters 71 and 150E of the General Laws, the parties do hereby agree as follows:

## **ARTICLE I**

### **RECOGNITION**

For the purpose of collective bargaining under M.G.L. C150E, the Committee recognizes the Union as the exclusive bargaining agent and representative of all Plumbers and Steamfitters employed by the Worcester School Department with the exception only of those employees excluded from the unit by the Labor Relations Commissions Case MCR 956.

**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, lands, apparatus and other property used for school purposes; to employ, assign, transfer and promote all employees including Plumbers and Steamfitters; to suspend, demote or dismiss, renew or non-renew all employees, including Plumbers and Steamfitters, of the schools in the manner provided by statute or ordinance; to prescribe rules for the management, studies, classification and discipline for the public schools; to prepare and submit budgets 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 contract. However, if an employee or the Association on the employee's behalf chooses to initiate a grievance, then the employee will be barred from exercising his/her rights under the Civil Service Laws.
3. As to every matter expressly not covered by this Agreement and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusive to itself all rights and powers that it has or may hereafter be granted by law and shall exercise the same without

each 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, unless otherwise modified or controlled by the terms of this Agreement.
5. The foregoing management rights provisions (Article II, sections 1, 2, 3, 4) shall be subject to or controlled by the terms of this Agreement hereinafter set forth.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

1. A "grievance" is hereby defined to mean a complaint by a member of the unit relating to a matter of "wages, hours and other conditions of employment," insofar as said matter affects the aggrieved party.
2. Grievances, if informal discussion does not resolve the difference, shall be handled in the following manner:
  - A. An aggrieved party must institute proceedings hereunder within ten (10) working days of the event or events giving rise to the grievance, or within ten (10) 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.
  - B. An employee with a grievance shall present it in person to his/her immediate supervisor. The immediate supervisor shall make a determination, which shall be final unless the aggrieved party elects to appeal said decision to the next level as hereinafter set forth:
    - (i) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the immediate supervisor, or in the event that no decision has been reached within ten (10) working days after presentation of the

grievance, the aggrieved party may reduce the grievance to writing and submit it to the Coordinator of Maintenance Service for written endorsement and comment. The grievance shall be answered in writing. A copy of the endorsement and comment is to be given to the employee, the Facilities Director and the Human Resource Manager.

- (ii) The Facilities Director and the Human Resource Manager, within ten (10) working days thereafter, shall meet with the aggrieved person and the President of the Association and attempt to settle the grievance. The grievance shall be answered in writing. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the Facilities Director and the Human Resource Manager, or in the event that no written answer has been received within ten (10) working days after meeting, the aggrieved party may forward the grievance with a copy of the answer, if any, to the Superintendent.
- (iii) The Superintendent or his designee shall meet within ten (10) working days thereafter with the aggrieved person and the President of the Association and attempt to settle the grievance. The grievance shall be answered in writing. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at the level of the Superintendent, or in the event that no written answer has been received within ten (10) 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 School Committee for decision at its next regular meeting.
- (iv) In the event that the employee alleging a grievance is not satisfied with the decision of the School Committee, the Association may file at the request of the employee an application with the State Board of Conciliation and Arbitration for further review under the

provisions of Sections 5 and 6 or the General Laws, Chapter 150.  
The School Committee reserves the right to insist upon a court  
determination of the jurisdiction of the arbitrator.

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 or class or is of a general nature, may be commenced by the Association by submitting it in writing to the Superintendent.

#### **ARTICLE IV**

##### **SALARY**

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 July1, 2015      Increase all steps on the salary schedule by 2%.
2. 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.

3. Plumbers and Steamfitters will be paid weekly, on Fridays.

## **ARTICLE V**

### **LONGEVITY**

Each employee's longevity payments shall be earned on the employee's anniversary in recognition of his/her continuous length of service. One (1) increment to be paid at the end of ten (10) years of public schools service; another increment at the end of fifteen (15) years of service for the City of Worcester; and another increment at the end of twenty (20) years of service, for a total of three (3) increments.

## **ARTICLE VI**

### **OVERTIME**

Any employee covered by this Agreement required to work overtime shall be compensated at one and one-half (1 ½) times the basic hourly rate. All overtime will be divided as equally as possible by the Senior Tradesman among those employees willing to accept overtime work. The Senior Tradesman in assigning overtime work will give proper consideration to the nature of the work to be performed as it relates to a particular trade or craft. The Senior Tradesman will maintain a list of all employees covered by this Agreement, together with the number of hours of overtime work assigned to each. Any employee who accumulates thirty-five (35) hours of overtime as a plumber or steamfitter shall be placed at the bottom of the list of those employees eligible for overtime work. Further, any employee who refuses to accept overtime work shall have his/her name placed at the bottom of the list. Overtime shall be paid for any work performed beyond eight (8) hours in any one day.



In any week containing a holiday or in which a sick day has been taken, the holiday and/or sick day will be considered a workday for the purpose of computing overtime pay. It is further understood and agreed that in any such week containing a holiday or in which a sick day has been taken, Saturday and Sunday work by an employee will be considered an overtime day.

That any employee being called to work after completing his/her regular eight (8) hours or forty (40) hour week shall receive a minimum of four (4) hours at time and a half. However, when employees are called into work for snow removal, the minimum four (4) hours shall not apply. In this case overtime will be paid for the actual hours worked.

## **ARTICLE VII**

### **WORKING OUT OF GRADE**

If the Senior Tradesman is out of work for any reason the most senior member of the union will fill in, provided this individual is willing to do so. If the most senior member of the union is not willing to fill in, the next most senior member of the union shall fill in for the Senior Tradesman. 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 his regular stipend while out of work.

## **ARTICLE VIII**

### **SICK LEAVE**

1. Any permanent employee hired prior to July 1, 1991, covered by this Agreement shall at the commencement of his/her first year of service and at the commencement of each year of service thereafter earn fifteen (15) days of sick leave. Employees hired after July 1, 1991, covered by this Agreement shall earn sick leave at the rate of one and one-quarter (1 ¼) days per month of service. Any such sick leave earned but unused shall accumulate up to two hundred (200) days. The administration of such sick

leave shall be according to existing School Committee rules not inconsistent with this Agreement. 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 the first one-hundred sixty-five (165) days and twenty-five dollars (\$25.00) per day for any accumulated days beyond one-hundred sixty-five (165) days. The administration of such sick leave shall be according to existing School Committee rules not inconsistent with this Agreement. Employees must submit a medical certificate after an absence exceeds five consecutive working days. Employees must also submit medical authorization when returning to work. An employee, who exhibits a pattern of sick leave that may indicate sick leave abuse will be required to submit medical verification, otherwise the employee will not be paid for the absence. Employees who become ill when out of the Commonwealth of Massachusetts may be required, if asked, to produce evidence of illness, i.e., doctor's note.

2. 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 MATERIALS**

All materials and equipment that are normally serviced and maintained by the Shop personnel, moved between schools and any shop or shops under the control of the Worcester School Department shall be moved by employees covered by this agreement excepting only those materials and equipment that the moving of which would require special equipment. In the event of an emergency, any moving may be done by other employees or by contract. All furniture to be moved within a school building or building containing a permanent custodian will not be moved by Shop personnel, except when deemed necessary by the Administration.

## **ARTICLE X**

### **PROMOTIONS AND FILLING OF VACANCIES**

When the Committee deems it necessary to fill a position that has become vacant within an existing craft of this bargaining unit, the following factors will be considered in filling the position:

- a. Length of service from the date of original permanent appointment to the Worcester School system.
- 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 School system 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 within a particular craft of the bargaining unit shall be laid off in the inverse order of their seniority in their bargaining unit.
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 one (1) year 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 Human Resource Manager of his/her address or any changes in his/her address, in order to be on the recall list. Failure to notify the Human Resource Manager of an employee's address or change of address terminates recall rights.
5. During the recall period, an employee shall be notified of, by certified mail to his/her last address of record and be given preferences 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.
6. All benefits to which an employee was entitled at the time of layoff shall be restored in full upon reemployment within the recall period.

**ARTICLE XII**  
**VACATIONS**

1. The vacation schedule will be as follows:
  - A. Less than one (1) year of continuous service, one (1) day per month worked, not to exceed ten (10) working days.

- B. More than one (1) year but less than five (5) years of continuous service, ten (10) working days.
  - C. More than five (5) years but less than ten (10) years of continuous service, fifteen (15) working days.
  - D. More than ten (10) years of continuous service, twenty (20) working days.
  - E. More than twenty-five (25) years of continuous service, twenty-five (25) working days. March 1, 1996 will be the date used for those Plumbers and Steamfitters who have completed twenty-five years of service. The twenty-five (25) vacation days will only apply to those employees hired prior to July 1, 1995.
- 2. The vacation year will run from September 1 to August 31. Effective September 1, 2006, vacation for those with more than one year of continuous service will be awarded on September 1<sup>st</sup>. Seniority (Departmental) will be the determining factor in awarding vacations.
  - 3. Vacations during the normal school year will be allowed if it is in the best interest of the School Department and will not be unreasonably withheld.
  - 4. Summer vacation period will be from the first Monday following the close of school to the five (5) work days prior to teacher reporting day at the beginning of the school year. Vacation shall not be permitted during the five (5) work days prior to teacher reporting day at the beginning of the school year.
  - 5. An employee's anniversary date of employment shall be used in computing vacation eligibility.
  - 6. Requests for approval for taking of vacations must be made a minimum of sixteen (16) hours in advance of the requested vacation period.

**ARTICLE XIII**  
**HOURS AND BENEFITS**

1. The first shift hours of work 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.
2. Effective July 1, 1999 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.
  - A. Those employees who work the second shift will receive a night differential of fifty cents (.50) per hour.
  - B. All first shift employees within the specific trade (Plumber, Steamfitter, Oil Burner Technician, Air Conditioning Technician) have the right to bid for the second shift. Appointments from first shift employees to the second shift will be made on the basis of seniority within the specific trade (Plumber, Steamfitter, Oil Burner Technician, Air Conditioning Technician).
  - C. Employees hired prior to July 1, 1999 will not be required to move to a second shift position. Employees hired after July 1, 1999 may be required to move to a second shift position.
  - D. Those employees assigned to the first shift will receive priority for emergency overtime situations requiring Plumber, Steamfitter, Oil Burner Technician or Air Conditioning Technician 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.
  - E. The Facilities Director, during the summer non-school period, at his discretion, 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.

3. It is agreed by the parties to this contract that all of the benefits of this contract and the policies, rules and regulations presently in effect concerning hours of work shall continue after June 30, 1995, unless sooner amended by mutual agreement between the parties, until any new contract is signed.
4. Effective 15<sup>th</sup> of October 2009, Plumbers and Steamfitters will work the non-pupil session schedule of 6:30 am- 3:00 pm. ( including summers ).
5. The Union agrees its members will be required to sign in and out of each building in a Tradesman's Attendance Book, which will be kept in the main office of each school.
6. 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. On occasion, members may report directly to the work site as approved by an authorized representative of the school shop.
7. The Union agrees that its members will end their shifts at their last assigned building and sign out immediately before leaving.

#### **ARTICLE XIV**

#### **PAID 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 (1 ½) for actual time spent working on the holiday.

## **ARTICLE XV**

### **SAFETY**

1. No employee shall be required to work alone in a building when working ten (10) feet or more above floor or ground level or in an emergency situation after normal working hours.
2. During the time a custodian is available in the building, the custodian will provide assistance.
3. During other times, an additional Plumber, Steamfitter, Oil burner or Air Conditioning Technicians will be provided.
4. There shall be two persons present at all times during tunnel work.

## **ARTICLE XVI**

### **LEAVES OF ABSENCE**

1. Leaves of absence with pay shall be granted to employees covered by this Agreement as set forth below:
  - A. When the death of wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, child, step child, without loss of salary, such leave to take effect from the date of death. Sundays are specially excluded and shall not be counted. The employee is entitled to a leave of absence of up to five (5) consecutive days.
  - B. Funerals: grandmother, grandfather, grandchild, cousin, niece, nephew, uncle, aunt, brother-in-law, sister-in-law, one (1) day. An employee shall be allowed to utilize a personal day to attend the funeral of a close friend.
  - C. Three (3) days personal leave without loss of pay for specific reasons, approved in writing, by the Coordinator of Maintenance Services. Said approval shall not be unreasonably withheld. Personal reasons shall include, but not limited to the following:
    - (i) Emergency serious illness or injury in the family.
    - (ii) Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.



The benefits of this section shall not be utilized so as to extend a holiday or vacation period. Abuse of the provisions of this paragraph shall be cause for disciplinary action. Personal leave days are available during the September 1 to August 31 year. Effective July 1, 1993, employees will be allowed to request one (1) of the three (3) Personal Days without stating a reason. However, this request must be in accordance with the above language in this Article.

D. 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 an authorized absence at the time of the adoption. At the time of the birth of his child, male employees will be allowed to utilize up to four (4) weeks of accumulated sick leave during an authorized absence at the time of the birth of the child. This is not intended to expand the use of sick leave for any other circumstances and 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 March 3, 2006

## **ARTICLE XVII**

### **LICENSE REIMBURSEMENT**

An employee, including Senior Tradesman, shall be paid \$6.00 per week for those licenses he/she holds which are, in the discretion of the Facilities Director, necessary to carry out his/her assigned duties, up to a maximum of five licenses. Employees covered by this Agreement, shall be paid five dollars and twenty cents (\$5.20) per week for each license, effective July 1, 1998; six dollars (\$6.00), effective July 1, 1999, for holding a valid Commercial Driver's License (CDL). The reimbursement will be limited to two (2) employees on a first-come, first-serve basis. Employees holding a valid CDL and receiving the weekly reimbursement fee will be required to operate school shop vehicles as needed, including necessary overtime.

An employee whose Driver's License is lost or invalidated in any way must report this change to the Facilities Director immediately in writing.

## **ARTICLE XVIII**

### **LIGHT DUTY LANGUAGE**

The parties recognize that the passage of the Americans with Disabilities Act requires the School Department to make efforts to reasonably accommodate any ill or injured employee. Accordingly, it is hereby agreed that it shall not be a violation of the collective bargaining agreement for the Superintendent to assign a member of the bargaining unit to any duties which are the responsibility of the School Department which the City Physician has determined the employee is capable of performing on either a full-time or part-time basis. Any employee who refused any such assignment shall be placed on unpaid leave of absence and may be subject to other appropriate action by the Superintendent. Members of the bargaining unit who are incapable of performing light duty and have been on sick leave or workers' compensation for more than one (1) year shall be required to file an application for retirement benefits.

If the employee's Physician and the City Physician do not agree as to the light duty status of the employee, a third (3<sup>rd</sup>) Physician will be chosen by mutual agreement of the other two Physicians. The third Physician's opinion will be the final determination on the issue of light duty.

## **ARTICLE XIX**

### **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 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 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. 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 is encouraged to seek guidance and assistance from the Administration prior to the alcohol/drug usage reaching the stage where the alcohol and/or drug usage has a serious negative impact on his ability to perform his/her 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 probable cause that an employee is under the influence of illegal drugs or alcohol during work hours, or has consumed same during work hours. The test for illegal drugs shall consist of urinalysis, and the test for alcohol shall be a breathalyzer. In both instances, 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. If the second test confirms the positive result, then the cost of the test shall be borne by the employee. If the second test is negative, then the cost of the test shall be borne by the employer. Only in the event that the finding 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 .08% blood alcohol level.

The employer agrees that any supervisory employee who shall be responsible for making the determination that probable cause exists to initiate such a test shall have received training in this area. Moreover, the employer agrees to provide training for two representatives of the Union. At the time of any meeting at which the Employer articulates its probable cause to an Employee and requests a drug test, the Employee shall be entitled to have a union representative present and the Committee agrees to give the Union notice so that the Union representative can accompany the Employer at such meeting. 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. It is expressly understood that no testing under this section shall be initiated until sixty (60) days after the ratification of this Agreement by the Parties.

The employer agrees to provide the Union, on an annual basis, information regarding the number of Union members tested; the substance(s) tested for; and the results of the tests. In no event will the identity of the individuals tested be provided, nor will any information tending to identify those tested be included in the annual report.

## **ARTICLE XX**

### **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 hold employee meetings to encourage an immediate resumption of normal work.

**ARTICLE XXI**  
**SENIOR TRADESMAN**

The Committee agrees to create one additional Senior Tradesman in the area of HVAC and Heating. Said Senior Tradesman shall receive \$25.00 per day. The position shall be filled in accordance with Article X and applicable law. It is also understood that the incumbent Senior Tradesman for Plumbing shall remain in that position, subject to any and all rights and obligations imposed by contract or applicable law.

**ARTICLE XXII**  
**ASBESTOS STUDY COMMITTEE**

A study committee consisting of an equal number of management and union representatives shall be formed to study issues surrounding work with asbestos.

**ARTICLE XXIII**  
**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. 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.

- B. The Parties previously agreed to the following changes in health insurance design changes and contribution changes as follows:

Effective July 1, 2006:

1. Plan design change 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. For employees hired before July 1, 2006 the City's contribution toward all health plans other than Master Medical shall be set at 80%; the subscriber shall pay the remainder.
3. The City's contribution rate for Master Medical shall be set at 60%; the subscriber shall pay the remainder.
4. The City's contribution rate for active employees hired on or after July 1, 2006, for all plans other than Master Medical, shall be set at 75%; 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 July 1, 2008 through June 30, 2011:
  - 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 July 1, 2005 through June 30, 2008, 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 July 1, 2005 through June 30, 2008; July 1, 2008 through June 30, 2011; July 1, 2011 through June 30, 2013 and the applicable terms of the Memoranda of Agreement for the periods of July 1, 2008 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.

- D. NAGE and IUPE will not initiate, pursue or finance any challenge to the health insurance changes negotiated in this contract. This language shall not preclude a representative of NAGE or IUPE from complying with a lawfully issued subpoena so long as the representative did not initiate or bring about the issuance of the subpoena.

#### **ARTICLE XXIV**

##### **UNPAID LEAVE STATUS**

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 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. 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 the payment of 50% of the total health insurance premium for the remainder of the approved period of unpaid status.

#### **ARTICLE XXV**

##### **HVAC TECHNICIAN STIPEND**

The Union will ensure that at least four HVAC Technicians will be available, on a rotating basis, 24 hours per day during the period from November 1<sup>st</sup> through April 1<sup>st</sup> of each year. A stipend in the amount of \$125.00 per week (prorated if necessary) will be paid to compensate for being on call. If no members volunteer, the employer may require the most junior HVAC technicians to serve on-call.

#### **ARTICLE XXVI**

##### **VEHICLE USE AND TRUNK FEE**

In accordance with a certain Settlement Agreement, dated April 29, 2005, employees began to be paid a trunk fee of \$100.00 per month. The Parties subsequently agreed as part of collective bargaining leading to the collective bargaining agreement for the period of July 1, 2008 through June 30, 2011, to incorporate language in the collective bargaining agreement to reflect this payment as follows:

- A. Trunk Fee. Employees shall be paid a trunk fee in the amount of \$100.00 per month. Effective July 1, 2011, the trunk fee shall be increased from \$100.00 per month to \$150.00 per month and shall continue to be paid in the same manner. 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.

- B. Mileage. In accordance with a certain Settlement Agreement, dated April 29, 2005, 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 July 1, 2008 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 \$3,750.00, which was equivalent to Range 5 on the formerly utilized mileage chart, and such mileage reimbursement was included in the salary schedule by virtue of an increase of \$1.80 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.

## **ARTICLE XXVII**

### **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 XXVIII**

### **DURATION**

This contract shall be effective for the period of July 1, 20013 through June 30, 2016 and shall thereafter automatically renew itself for successive terms of one (1) year unless either party give the other notice of its desire to commence negotiations for a successor agreement by registered mail, six (6) months prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date mentioned below.

For the Union:

Charles T. Knapton  
Thomas J. Clark

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

Dated: 12/17/13

For the School Committee:

Donna Colucci  
John Monfredo  
Joseph [unclear]  
Dr. [unclear]  
William [unclear]  
Jacques O'Connell  
Brian A. O'Connell

Dated: 12/18/13

# WORCESTER PUBLIC SCHOOLS

## SCHOOL SHOP POSITIONS

### SENIOR PLUMBER & STEAMFITTER

	D20	D21						
	2% COLA	2% COLA						
STEP	07/01/14	07/01/15	1 License	2 License	3 License	4 License	5 License	
1	25.60	26.05	26.20	26.35	26.50	26.65	26.80	
2	26.17	26.63	26.78	26.93	27.08	27.23	27.38	
3	26.74	27.21	27.36	27.51	27.66	27.81	27.96	
4	27.30	27.79	27.94	28.09	28.24	28.39	28.54	
5	27.91	28.41	28.56	28.71	28.86	29.01	29.16	
6	28.74	29.25	29.40	29.55	29.70	29.85	30.00	
7	29.47	30.00	30.15	30.30	30.45	30.60	30.75	
8	30.03	30.57	30.72	30.87	31.02	31.17	31.32	
10 YR	30.89	31.45	31.60	31.75	31.90	32.05	32.20	
15 YR	31.73	32.30	32.45	32.60	32.75	32.90	33.05	
20 YR	32.54	33.13	33.28	33.43	33.58	33.73	33.88	

\*\$125.00 additional per week for Senior Plumber & Steamfitter

### PLUMBER & STEAMFITTER

	D10	D31						
	2% COLA	2% COLA						
STEP	07/01/14	07/01/15	1 License	2 License	3 License	4 License	5 License	
1	22.47	22.92	23.07	23.22	23.37	23.52	23.67	
2*	23.04	23.50	23.65	23.80	23.95	24.10	24.25	
3	23.61	24.08	24.23	24.38	24.53	24.68	24.83	
4	24.18	24.66	24.81	24.96	25.11	25.26	25.41	
5	24.79	25.28	25.43	25.58	25.73	25.88	26.03	
6	25.61	26.13	26.28	26.43	26.58	26.73	26.88	
7	26.34	26.87	27.02	27.17	27.32	27.47	27.62	
8	26.91	27.45	27.60	27.75	27.90	28.05	28.20	
10 YR	27.77	28.32	28.47	28.62	28.77	28.92	29.07	
15 YR	28.60	29.18	29.33	29.48	29.63	29.78	29.93	
20 YR	29.42	30.01	30.16	30.31	30.46	30.61	30.76	

\*beginning 7th month

### LICENSES

07/01/99

\$6.00

(Fifteen Cents per Hour)

\*An employee shall not be paid  
for more than five (5) licenses

Trunk Fee included in hourly rate @ \$1.00/hour 07/01/13

Trunk Fee \$150/month Effective 07/01/11

**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*		
<b>Deductible</b>	\$200 Ind/\$600 Fam	\$250 Ind/\$750 Fam		\$0 (T1) \$250 Ind/\$750 Fam (T2&3)	\$250 Ind/\$750 Fam
<b>Routine Physical exams</b>	\$0	\$0		\$0	\$0
<b>PCP office visit</b>	\$15	\$15	\$20	T1: \$15 T2: \$25 T3: \$35	\$35
<b>Specialist visit</b>	\$25	\$25	\$30	\$35	\$35
<b>Emergency room</b>	\$100 waived if admitted	\$100 waived if admitted		\$100 waived if admitted	\$150 waived if admitted
<b>Inpatient hospital</b>	\$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
<b>Same day surgery</b>	\$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
<b>Diagnostic services (Lab, X-ray, etc.)</b>	\$0 after deductible	\$0 after deductible		T1 \$0 T2/T3 \$0 after deductible	10% co-insurance after deductible
<b>Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)</b>	\$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
<b>Rx</b>	\$10/\$25/\$45	\$10/\$25/\$45		\$10/\$25/\$45	\$10/\$25/\$45
<b>Monthly Premium</b>	\$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
<b>Employee Monthly Contribution</b>	\$118.96 Ind; \$304.81 Fam	\$149.85 Ind; \$372.04 Fam		\$186.17 Ind; \$481.31 Fam	\$190.96 Ind; \$493.76 Fam
<b>Employee Weekly Contribution</b>	\$27.88 Ind; \$70.34 Fam	\$34.98 Ind; \$85.86 Fam		\$42.98 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).

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

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