

Agreement

between

The Weymouth School Committee

and



CTW-CLC

Van Drivers and Monitors

July 1, 2020 – June 30, 2023

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Article 1 - RECOGNITION

The Weymouth School Department acting through the Weymouth School Committee (herein called the Employer) recognizes Service Employees International Union, Local 888 (herein called the Union) as the exclusive bargaining agent for all matters relating to wages, hours and conditions of employment, on behalf of a full-time and regular part-time van drivers, van monitors, substitute van drivers and substitute van monitors, full-time and regular part-time CDL bus drivers employed by the Weymouth School Committee but excluding the head van driver, all managerial, confidential and casual employees and all other employees per case # MCR – 4778.

The Committee and the Union agree to the following conditions:

- Ralph Salvaggi will be grandfathered in as the most senior CDL Bus Driver but will remain in the School Maintenance Chapter.
- The two CDL Bus Drivers who are currently in the School Maintenance Chapter will retain their seniority when moved to the Van Drivers/Monitors Chapter.
- The two CDL Bus Drivers who are currently in the School Maintenance Chapter will retain their sick time at respective (10) ten or fifteen (15) days and personal time at three days as currently outlined in the School Maintenance Contract, with the 2nd and 3rd day coming from sick time.
- The two CDL Bus Drivers who are currently in the School Maintenance Chapter will retain ten (10) vacation days per year for the remainder of their employment.
- No Van Drivers/Monitors will be laid off to accommodate Bus Drivers or the use of buses in lieu of vans.
- Van Drivers will continue to be used for field trips when appropriate and the field trips will be posted in accordance with the Collective Bargaining Agreement.
- Management will maintain a separate Seniority List for the CDL Drivers.

Article 2 – PROBATIONARY PERIOD

All new employees who enter into employment with the Employer after the signing of this Agreement shall serve a Probationary Period of three (3) months, during which the employee may be dismissed without cause.

In the event the Employer determines the need, said probationary period may be extended for a period of an additional three (3) months with the approval of the Union.

Article 3 – PERSONNEL RECORDS

Each employee shall have the right, upon written request, to examine and copy any and all material in the presence of a representative of management. Including any and all evaluations contained in the personnel file concerning such employee. Whenever any material, including evaluations, is inserted into the personnel file or records of any employee, such employee shall be promptly notified and given a copy of such material.

An employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the personnel file. An employee may file a grievance based on any material, which results in a negative action.

Article 4 – VACANCY AND WORK SCHEDULE

Vacancy: A vacancy exists when the school district determines such vacancy exists.

- A. All employees in continuous operation shall receive two consecutive days off in each seven-day period.
- B. The work schedule, starting times and quitting times shall be posted on a bulletin board each work location and made available to employees and the Union.
- C. Except in document natural emergency situations, or unforeseen absence of driver, monitors or change in passenger population the Employer shall give any employee whose schedule is being involuntarily changed reasonable notice of change.
- D. Routes shall be selected on the third (3rd) Friday of August.
- E. In-service Days. If management is unable to get coverage for an out-of-town run on an in-service day, management will assign an employee to the run by reverse order of seniority.

Article 5 – OVERTIME

Employees will be paid at the rate of time and one half of the base rate for work actually performed beyond forty (40) hours per week, provided, however, that such hours are not pyramided.

If an employee is called back to work after completing his regular tour of duty and prior to two (2) hours before starting his subsequent tour of duty, s/he will qualify for an emergency call back at four (4) hours pay at the overtime rate.

If an employee is called back within the two (2) hours prior to starting his tour of duty s/he will receive a minimum of two (2) hours pay at the overtime rate.

Overtime shall be equally and impartially distributed among personnel who ordinarily perform such related work in the normal course of their workweek.

When in cases of emergency, it is necessary to call personnel from outside of the Bargaining Unit to aid and assist: said personnel shall be released from their duties first when the workload lessens.

All Overtime shall be assigned equally insofar as practical and any refused overtime shall be considered as overtime worked for the purposes of assignment of such overtime.

In order to be eligible for overtime work to be performed on Saturday, Sunday or a Monday, when it is a holiday, an employee must have worked his/her normal work week immediately preceding the Saturday, Sunday, or Monday, on which the overtime work is to be performed.

If a scheduled overtime shift is cancelled less than twenty-four (24) hours prior to the shift, except for cancellation due to weather or natural disaster, the assigned employee shall be paid a minimum of four (4) hours of overtime at the current rate of pay.

Employees will be paid a minimum of four (4) hours for a “no show”. A “no show” is when a driver arrives at a pickup location and no one is present to transport.

Article 6 – PAID HOLIDAYS

Designated days:

Labor Day	Independence Day	Christmas Day	Martin Luther King Day
Veteran’s Day	Columbus Day	New Year’s Day	
Memorial Day	Thanksgiving Day	Good Friday	

The above-mentioned days shall be paid holidays only when they occur during the individual’s workweek. For these purposes, workweek is defined as Monday through Friday. Employees will be paid for Christmas and New Year’s Day.

To be eligible for holiday pay, an employee must work the regularly scheduled workday before and the regularly scheduled workday after the holiday, except if the employee is on an approved bereavement, personal day, or vacation day. In the event the employee takes a sick leave day, s/he may be required to provide a doctor’s note certifying said illness. The requirements of a doctor’s note will not be grievable or arbitratable.

If a covered member is required to work on a holiday listed herein, they shall receive holiday pay, which will be: Seven (7) hours of their regular rate of pay, as well as time and one-half for all hours worked. Covered members qualifying for holiday pay described in this provision will receive a minimum of four (4) hours of time and one-half for all hours worked. For example, if Sam drives a WPS van in the Labor Day Parade from 9am-12:pm, he will be paid seven (7) hours at his regular rate of pay, plus an additional four (4) hours at time and one-half.

Article 7 – SAFETY

- A. The Employer agrees to provide a safe and clean surrounding in all places of employment.
- B. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with the M.G.L. Chapter 111E (Right to Know Law).

Article 8 – WORKING OUT OF CLASSIFICATION

When monitors are needed to drive on a substitute basis, those with 7D licenses issued by the Commonwealth will be called first on a rotational basis to substitute for the period of the regular driver's absence and shall be compensated at the step of the drivers salary schedule which reflects the monitor's years of service.

In the event that a monitor, who is a member of the bargaining unit, is assigned as a substitute driver for ten (10) consecutive days on the same route, the Committee shall temporarily appoint the monitor as a substitute driver.

Temporarily appointed substitute drivers shall be compensated at the driver's rate of pay and shall be eligible for all of the benefits due a driver, retroactively to the first day driving the aforementioned route.

Said benefits shall include, but not be exclusive of, holiday pay, personal days, snow days, sick days and vacation days provided the day occurs during the duration of the specified route for which the substitute driver was temporarily appointed.

In the event that a monitor, who is a member of the bargaining unit drives as a substitute driver for fewer than ten (10) days on the same route or drives as a substitute for various routes, the employee will be compensated at the driver's rate of pay for actual driving days and will be compensated for holidays, personal days, snow days, sick days and vacation days at the monitors' rate of pay.

When CDL Drivers are needed to drive, members of the Collective Bargaining Agreement with CDL licenses issued by the Commonwealth of Massachusetts will be called first on a rotating basis and shall be compensated at the step of the CDL drivers salary schedule which reflects their years of service.

Article 9 – TRAINING

The Committee shall identify those training days at which attendance is mandatory and prominently post said date a minimum of ten (10) days prior to the scheduled training day. Failure to attend a mandatory training day will result in a reduction in pay equal to the number of hours of said training.

In the event that attendance at a training day is voluntary, drivers and monitors who choose not to attend must notify the Coordinator not less than three (3) work days prior to the training day.

The Committee agrees to compensate those monitors and drivers who are not scheduled to work on a training day for the actual hours of attendance at the training at their regular rate of pay. Drivers and monitors who are scheduled to work, will attend mandatory trainings as their work schedule permits with no additional compensation unless the training extends beyond the minimum contractual hours of work.

Article 10 – PHYSICAL EXAMINATIONS

Employees shall successfully pass a physical examination by a school physician prior to employment, as required by State law and the by-laws of the Town of Weymouth.

Article 11 – PAID LEAVES OF ABSENCE

Section A - Sick Leaves

All regularly appointed employees shall be entitled to sick leave with full pay computed as follows: Sick leave shall be earned at the rate of 1 ¼ day per month, with a total accumulation of One Hundred and Fifty (150) days. For the purpose of this Article one month is defined as ten (10) days. Effective July 1, 2014, employees hired on or after July 1, 2014 shall accrue five (5) sick leave days per year and current employees shall accrue eleven (11) sick leave days per year.

An employee using accumulated sick leave **for themselves or an immediate family member** may be required to submit a written statement from a **medical provider** affirming that personal ill health makes absence necessary when such absence extends beyond **three (3)** consecutive work days and every **five (5)** consecutive work days thereafter **unless a note is provided indicating a specific length of absence. If the covered employee's absence falls under local, state, or federal programs allowing for extended leaves of absence (such as FMLA and PFML), requirements for notification and documentation shall be in line with regulations set forth by the specific program.**

Medical provider is defined as a: Medical doctor, physician's assistant, nurse practitioner, or licensed mental health professional.

Immediate family member is defined as the employee's: Spouse, domestic partner, child, step-child, father, step-father, mother, step-mother, sister, brother, step-sister, step-brother, mother-in-law, father-in-law, grandparents, step-grandparents, and grandchildren, step-grandchildren.

Extensions beyond stated sick leave may be given in exceptional circumstances at the discretion of the Superintendent of Schools.

Employees covered by this Agreement shall be entitled, in the event of retirement or death, to a lump-sum payment based on the following formula:

1. 20% of the then unused accumulated sick leave days.
2. At the then base rate of pay of the employee's classification.
3. Not to exceed \$3,000.00.

The District will print out a quarterly report of sick leave, vacation and personal benefits to be distributed to the employees through the Office of the Director of Transportation.

Section B. - Special Leaves of Absence
Bereavement Leave

Employees covered by this Agreement will receive up to four (4) days off with pay in the event of death in the immediate family (**see Article 11, Section A for the definition of Immediate Family**).

Employees will receive one (1) day off with pay for the purpose of attending the memorial service in the event of death of a brother-in-law, sister-in-law, uncle, aunt, niece, or nephew, unless said relative is a member of the immediate household, in which event the employee will be granted up to three (3) days off with pay. The deceased must be the employee's own relative.

Absences under paragraphs one and two will not be deducted from sick leave.

Section C – Jury Duty

Employees, while serving on jury duty, will be paid their regular rate of salary, reduced, however, by the amount received by them from the authority, which compensates them from their jury duty.

Section D – Family Medical Leave

The Employer shall respond to all requests for Family Medical leave consistent with the provisions of the Family Medical Leave Act of 1993.

Section E – Snow Days

In the event of inclement weather, all employees covered under this Agreement shall receive up to **five (5)** snow days per year, without loss of pay or benefits. **Up to three (3) unused snow days will be paid out at the end of the school year.**

Section F - Extended Leaves of Absence

The Superintendent of Schools may grant leaves of absence for up to one year for reasons, which they consider good sufficient with or without remuneration. Decisions on such requests are not subject to the Grievance Procedure.

All requests for extended leaves, extensions, or renewals will be applied for in writing. If granted, the employee shall be notified in writing.

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused sick leave, will be restored to him/her upon his/her return. Upon his/her return from leave of absence an employee will be assigned to the same position which s/he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. It is recognized that the committee may fill the position in question at the time said leave commences.

Section G – Military Leave

Military Leave will be granted to any employee who is inducted into the Armed Forces of the United States. Upon return from such leave, an employee will be placed on a salary schedule at the level, which s/he would have achieved had s/he remained actively employed in the system during the period of his absence up to the maximum of three (3) years. In the absence of any emergency, the employee must return to work within ninety (90) days of the date of discharge.

Article 12 - VACATION

1-4 Years	8 days and if begin employment prior to January, the employee may use 2 ½ of the 8 days prior to her/his anniversary.
5-9 Years	11 Days
10-19 Years	15 Days
20+ Years	20 days

Employees eligible for vacation time available to them must take that time during the school year vacation weeks or may choose to be paid their vacation time at the end of the school year. Upon the written request, exceptions to this requirement may be made for extenuating circumstances, at the discretion of the Superintendent of Schools or the Assistant Superintendent of Schools, whose decision is not grievable nor arbitrable.

Years of service for vacation eligibility shall be calculated on the anniversary of employee's initial date of hire. Vacations may be taken at the discretion of Superintendent and/or his/her designee upon written request. Upon the written request and with 2 weeks' notice all members covered under this agreement shall be allowed to take vacation time providing it does not interrupt the educational programs.

To be eligible for vacation pay, an employee must work the regular scheduled work day before and the regular scheduled workday after the vacation period, except if the employee is on an approved bereavement, personal day, or vacation day. In the event the employee takes sick leave, s/he may be required to provide a doctor's note certifying said illness. The requirement of a doctor's note will not be grievable or subject to the arbitration provision in this contract.

Article 13 – GRIEVANCE PROCEDURE

Section 1: Definition: For the purpose of this Agreement, a grievance shall be defined as a dispute over the interpretation or application of the language of this agreement. No employee in the bargaining unit as described in Article 1 shall be discharged, suspended, demoted, or otherwise disciplined without just cause.

Step One: An employee covered by this agreement may file a grievance in writing with his/her immediate supervisor within ten (10) working days from the date on which the incident giving rise to the grievance occurred or when s/he had reasonable knowledge of the incident. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at the informal step.

Within five (5) working days after receipt of the written grievance by the immediate supervisor, the immediate supervisor shall conduct a hearing on this matter. A decision shall be rendered within five (5) working days from the close of the hearing.

Step Two: If the Union or an employee is not satisfied with the disposition of the grievance at Step One or if no decision has been rendered within the five (5) working days after the close of the hearing on the matter, the Union or said Grievant may appeal to the Superintendent of Schools. Such appeal shall be in writing setting forth the details of the grievance, the applicable provision of the Agreement, and the decision, if any, rendered at the informal Step or Step One. The Superintendent shall conduct or arrange to conduct a s/hearing with the Union or the Grievant within five (5) working days. A decision shall be rendered within five (5) working days from the close of the hearing.

Step Three: If the Union or the Grievant is not satisfied with the decision of the Superintendent of Schools, or if a hearing is not scheduled within five (5) working days, or if a hearing was held and no decision has been rendered within five (5) working days after the close of the s/hearing, the Union may file a request for a s/hearing with the School Committee. The School Committee shall meet with the Union and/or the grievant at the next regularly scheduled School Committee meeting. A decision shall be rendered within five (5) working days from the close of the s/hearing.

Within thirty (30) working days thereafter the Union may submit the grievance to arbitration as provided in this agreement.

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

If the Employer exceeds any time limit prescribed as any step in the grievance procedure, the Union and/or the grievant may assume that the grievance is denied and invoke the next step of the grievance procedure, except, however, that the Union may request impartial arbitration under this Agreement.

The Union shall be notified by the Employer of grievances filed by an employee on his/her behalf and shall be given the opportunity to be presented in any grievance meeting between the employee held in accordance with this grievance procedure.

Arbitration: Grievance unresolved at Step 3 may be brought to arbitration solely by the Union. The parties will attempt to agree on arbitration on a case-by-case basis. Failing such agreement within thirty (30) calendar days from the date of submission of a grievance to arbitration, then the arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules. The arbitrator shall have no power to add to, subtract from, or modify and provisions of this decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150E. For the purpose of this Article the Parties agree to file arbitration cases with The Board of Conciliation and Arbitration at its Boston office.

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding, shall be divided equally between the Union and the Employer. Each party shall bear the cost of preparing and presenting its own case except in the case of an untimely cancellation by either party, and then such expense shall be born solely by the party requesting the cancellation.

Article 14 (A) – PROTECTIONS

Employees will immediately submit written reports of affrays in connection with their employment, in which they have been involved, to the Superintendent of Schools.

Article 14 (B) – HEALTH AND WELFARE

1. Whenever an employee is absent from work as a result of personal injury by an accident or an assault occurring in the course of his employment, payment will be made in accordance with the provisions of Section 69 of Chapter 152 of the General Laws of Massachusetts. This law provides, in part, that a person receiving compensation as a result of total incapacity may have the difference between such compensation and his regular salary made up from overtime and vacation pay, which may be due, or from any sick leave allowance to which s/he may be entitled.

However, when a person has exhausted his overtime or vacation pay and/or sick leave allowance, such person is entitled only to the benefits allowable under Workmen's Compensation.

2. The Town shall share fifty percent (50%) of the cost of insurance. The insurance shall cover \$2,000.00 accidental death and Dismemberment insurance.
3. In accordance with Massachusetts General Laws Chapter 32B, the employees shall be entitled to participate in the group health insurance offered by the Town. Specifically, the premium contributions for the Pilgrim Advantage PPO shall be paid 50% by the Town and 50% by the employees who elect to be covered by that plan. The premium contributions for the Pilgrim HMO shall be paid 70% by the Town and 30% by the employees who elect to be covered by that plan.

Article 15 – NO STRIKE CLAUSE

During the term of this Agreement, the Union, for itself and its members, guarantees the Employer that it will not authorize a strike or other interruptions, to the normal functioning of the schools.

In the event of a strike or other interruptions to the normal functions of the school, the Union, upon being called upon by the Superintendent or School Committee, agrees promptly to take the following steps:

- A. Publicly declares that such action is unauthorized.

- B. Instruct and direct the employees to return to work.
- C. If these steps do not result in termination of the strike or other interruption, the School Committee may proceed with legal remedies.

Article 16 – COMMITTEE RIGHTS CLAUSE

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee or imposed upon it by law through custom, practice or usage to direct and manage the operation, function and employees of the public schools including but not limited to determine van routes and the schedule of van routes. The parties agree that all matters relating to wages, hours and conditions of employment have been subject to collective bargaining under the provisions of Chapter 150E of the Massachusetts General Laws and this Agreement contains all the understanding of the parties relating to these matters.

Article 17 – DUES DEDUCTION

(A) – DUES DEDUCTION

During the term of disagreement, the employer shall deduct from the employees pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted. This electronic employee payroll roster must include:

- **Employee ID number**
- **Legal name**
- **Bargaining unit**
- **Deduction amount**
- **Deduction type**
- **Base pay amount (excluding overtime, shift differential, bonuses and longevity)**
- **Pay ending date**
- **Check date**

Employee Rosters

Upon signing of this agreement, and monthly thereafter, the employer shall supply to the union a list of all new hires and any terminated or transferred employees during the month in accordance with Massachusetts laws prescribing conditions related to collective bargaining. The list of new hire shall include employees':

- Legal name
- Date of hire
- Employee ID number
- Job title
- Worksite location
- Home address
- Work telephone number
- Any personal phone numbers on file with the employer
- Work email address
- Personal email address

Orientation

When the employer hires new employees who are members of the bargaining unit, 1/2 hour shall be allotted to the union to meet with such employees. The employer shall notify the union stewards upon the hiring of a new employee.

The union agrees to indemnify and hold harmless the School Committee of Weymouth against all claims, suits, or other form of liability arising out of the application of this Agreement. The Union shall assume full responsibility for the disposition of the monies deducted once they have been released to the treasurer of the Union. Said treasurer shall provide the Committee any information that may be required pursuant to Massachusetts General Laws, Chapter 180, Section 17G.

Article 18 – COMPENSATION

(A) WAGES Salary Schedule

July 1, 2020	0% increase
July 1, 2021	3% increase and in year two of the contract. Monitors receive a one-time \$1.55 salary adjustment
July 1, 2022	3% increase

On an annual basis, members will be paid for up to three unused snow days.

July 1, 2017	1% increase
July 1, 2018	2% increase
July 1, 2019	2% increase

Effective July 1, 2018, Year 2:

Add a Step 4 on the Monitors Salary Schedule with an increase of \$.25.

Add a Step 6 on the Van Drivers Salary Schedule with an increase of \$.25.

Salary Schedule effective July 1, 2020

VAN DRIVERS

		0%	3%	3%
STEP	7/1/2019	7/1/2020	7/1/2021	7/1/2022
STEP 1	\$17.82	\$17.82	\$18.35	\$18.91
STEP 2	\$18.36	\$18.36	\$18.91	\$19.48
STEP 3	\$18.92	\$18.92	\$19.49	\$20.07
STEP 4	\$19.50	\$19.50	\$20.09	\$20.69
STEP 5	\$20.06	\$20.06	\$20.66	\$21.28
STEP 6	\$20.32	\$20.32	\$20.93	\$21.56

7 HOURS MINIMUM

MONITORS

		0%	3%	3%
STEP	7/1/2011	7/1/2020	7/1/2021	7/1/2022
STEP 1	\$13.20	\$13.20	\$15.15	\$15.60
STEP 2	\$13.46	\$13.46	\$15.41	\$15.88
STEP 3	\$13.75	\$13.75	\$15.71	\$16.18
STEP 4	\$14.01	\$14.01	\$15.98	\$16.46

5 HOURS MINIMUM

CDL BUS DRIVERS

		0%	3%	3%
STEP	7/1/2019	7/1/2020	7/1/2021	7/1/2022
STEP 1	\$23.66	\$23.66	\$24.37	\$25.10
STEP 2	\$24.02	\$24.02	\$24.74	\$25.48
STEP 3	\$24.38	\$24.38	\$25.11	\$25.86
STEP 4	\$24.74	\$24.74	\$25.48	\$26.25
STEP 5	\$25.11	\$25.11	\$25.86	\$26.64

Monitors receive a one-time salary adjustment of \$1.55 in year two

Effective July 1, 2014, all employees shall participate in direct deposit.

Effective September 1, 2017, salary payment to employees covered by this Collective Bargaining Agreement will be made on a bi-weekly basis.

Regular monitors shall be defined as working a minimum of five (5) hours per day which shall be scheduled in blocks of time specific to each route.

(B) Wheelchair Stipend: **A wheelchair differential of one dollar (\$1.00) per hour will be paid to van drivers and monitors whose assigned routes include wheelchair users. The one dollar (\$1.00) per hour differential will be added to the employees' base pay.**

(C) The School Committee shall determine which day of the week will be designated "payday."

(D) The School Committee shall reimburse those employees for the cost of obtaining their initial 7D license.

(E) "Full-time driver" shall be defined as a minimum seven (7) hours per day which will be scheduled in blocks of time, specific to each route, during which employees must be available to the School District. In the event that a driver is asked and agrees to drive during the time not designated as part of the seven (7) hours, such time will be compensated as additional time. In the event that a driver is asked to drive during the time not designated, that driver has the right to refuse working outside of his/her designated seven (7) hours.

(E) "Each two-week period, one (1) driver will be designated as being "on call" during the time between their designated runs and they shall be available for extra runs during that time. If called they will respond within fifteen (15) minutes from the time the call is received and be compensated for the additional time worked. The Committee shall pay the on-call employees twenty (\$20.00) for the week they are on-call. The School District shall seek at least three (3) volunteers who shall rotate being on-call and in the event that there are not enough volunteers, the School District shall designate those employees who shall serve as on-call employees by reverse seniority each year. All payments shall be rendered seven (7) days after serving on-call duty, provided it is noted in that weeks' timecard.

If it becomes necessary to change a route to the extent that the start or end time is effected, the van coordinator will present the changes to the impacted driver as soon as the information is available. If the changes are acceptable to the driver, they will be implemented immediately. If the changes will cause a hardship for the driver, a meeting will be scheduled with the driver, the van coordinator, the Assistant Superintendent and a Union representative to discuss possible resolutions.

In the event that an employee does not complete his/her runs in a day, the remainder of the day will be charged to sick leave or personal leave whichever is appropriate.

Article 19 - LONGEVITY

Effective **July 1, 2021**, employees who have had ten (10) consecutive years of service from his/her date of employment in the bargaining unit, shall receive a longevity payment of **\$550**. **Effective 1, 2022, employees who have had ten (10) years of consecutive service from his/her date of employment in the bargaining unit shall receive a longevity payment of \$650.**

Effective July 1, 2021, employees who have had fifteen (15) consecutive years of service from his/her date of employment in the bargaining unit, shall receive a longevity payment of **\$800**. **Effective July 1 2022**, employees who have had fifteen (15) years of consecutive years of service from his/her date of employment in the bargaining unit shall receive a longevity payment of **\$900**.

Length of Service	July 1, 2020	July 1, 2021	July 1, 2022
Employees with 10 consecutive years of service	\$450	\$550	\$650
Employees with 15 consecutive years of service	\$700	\$800	\$900

Employees hired prior to July 1, 2001 are hereby grandfathered by using their date of hire for the purposes of calculating years of service of eligibility for longevity payments. For those employees hired after July 1, 2001, their date of appointment shall determine their eligibility for longevity payments.

The parties shall list those employees hired prior to the effective date of this Memorandum of Agreement and whose date of appointment is not clear to determine their eligible for longevity.

Article 20 – NEGOTIATION PROCEDURES

Section I. No later than March 1 of the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Union in a good faith effort to reach a successors agreement.

Section II. During negotiations, the Employer and the Union will present relevant data, exchange points of view and make proposals. Either party may, if so desired, utilize the services of outside consultants and may call upon professionals and representatives to assist in negotiations.

Article 21 – NON-DISCRIMINATION

The Employer and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, national origin, gender, age, mental or physical handicap, sexual orientation, marital status, or union activity. Both the Employer and the Union agree that no provision of this agreement shall be interpreted or applied in a manner inconsistent with the obligation of the parties under the Americans with Disabilities Act.

Article 22 – GENERAL PROVISIONS

1. The School Department will establish a listing of all employees by classification according to original date of employment.
2. The Committee shall not discipline, suspend or discharge an employee covered by this Agreement without cause.

3. In the event the Committee decides to reduce the number of employees covered by the extant Collective Bargaining Agreement it shall determine the number of such employees in various classifications to be placed on layoff. The employees to be laid off in such classification shall be laid off in inverse order of system seniority.
4. An employee to be placed on layoff may displace a less senior employee in the same classification and said less senior employee will be placed on layoff.
5. Employees placed on layoff, shall be on the recall list for a 12-month period from the effective date of layoff.
6. A joint management labor committee comprised of representatives respectively of the Committee and the Union shall be formed to develop an instrument for evaluation, which shall be committed on or before January 1, 2002, to the Committee and the Union for approval.
7. Time off without loss of wages, benefits or other privileges may be granted to Union negotiations committee members for attendance at negotiating sessions and caucuses.
8. The vans are not to leave the Town of Weymouth between runs. Exceptions must be by special written exemption by the Superintendent or his/her designee. It is further agreed that if the Administration determines that there is an operational need for a van to be returned to the Van Depot during the day, the driver will be notified and the van will be brought to the Van Depot.

Article 23 – SENIORITY CONTINUANCE

Any employee who transfers from a position within the Bargaining Unit to a Non- bargaining Unit position with the Employer, and then returns to the Bargaining Unit either due to a reduction in force or by mutual agreement, shall have his/her seniority frozen from the date of transfer to a Non-Bargaining Unit position. Upon return to the Bargaining Unit position said employees shall have his/her seniority restored, excepting for the time served in a Non-Bargaining Unit position. Any employee occupying a Non-Bargaining Unit position for a period of eighteen (18) consecutive months or more shall lose all prior seniority within the Bargaining Unit and upon return to a Bargaining Unit position shall have their seniority date commence upon their return to a Bargaining Unit position.

Seniority shall be defined as an employees uninterrupted length of continuous employment as a van driver, monitor or CDL driver. However, an employee who had been continuously employed by the SEIU Local 888 Maintenance Chapter with the Weymouth Public Schools at the time of conversion into the SEIU Local 888 Van Drivers and Monitor’s Chapter shall have his/her seniority defined as cumulative employment with the Van Drivers and Monitor’s Chapter.

Article 24 – UNION RIGHTS

Union Representatives/Union Stewards – The Employer recognizes the right of the Union to designate Union Representatives or Union Stewards. The number of Union Stewards will be limited to three. The Union agrees to notify the Employer in writing within seven days of any changes to such designation. The authority of the Union Steward shall be limited to, and shall not exceed, the following duties and responsibilities:

Grievances – The investigation and presentation of individual grievances with the Employer or the designated Employer representative in accordance with the provision of this Agreement provided it does not interfere with the Employers operations as determined by the Employer. Grievances involving more than one employee shall be processed in accordance with the Grievance procedure set forth in this Agreement.

Information – The transmission of such messages and information which originate with and are authorized by an officer of the Union, provided such message and information have been reduced to writing, or are of a routine nature and do not involve, encourage or condone work stoppages, slowdowns, refusal to handle assignments, or any other interference with the Employer's operations. All written notice shall be posted only on a designated bulletin board provided in this Agreement.

Bulletin Boards – The Union Representatives or Union Steward shall have additional duty, responsibility and obligation to post proper notices of interest to employees pertaining to Union affairs if said notices are printed on Union letters/head stationary, are appropriate to the interests of the continuance of the Employer's business and are posted in the Employer provided designated bulletin board. The Employer and the Union recognize the Employer's right to remove posted material, which is derogatory or damaging to the Employer's operations.

Union Investigation – A Union Representative may, by appointment with the Employer, and in conjunction with a presented Grievance from an employee, make an investigation of the conditions under which the employees of the Employer are working, including applicable trip reports, payroll records and any other conditions of employment. All such access shall be accorded only in the presence of a management representative of the Employer.

Release Time – A Union Representative properly designated in accordance with the provisions s/herein upon presentation of proper advance notice to their supervisor shall be allowed reasonable release time during their regular work hours without loss of pay or benefits. The Employer shall provide specific forms, (identified as Union Release Forms) for Union Stewards and Representatives. These forms will specify the reason, length of time requested and approval signature areas. Said Union designees shall use forms each and every time who are seeking release time for their daily functions to perform investigation or presentations of grievances and for mutually scheduled meetings with the Employer for the resolution of disputes arising from this Agreement. All specific times will be subject to the Employer's approval and may be canceled if operational needs warrant cancellation.

Stewards Pay – In no event are Union Stewards entitled to be paid by the Employer during time they spend acting in the capacity of Union Representative or Union Stewards outside their normal scheduled work hours, unless the Union Representative or Union Steward has been asked to hold over their shift or come in outside their normal scheduled hours by the Employer to perform the regular duties within their job classification.

Article 25 – FIELD TRIPS

For the Purpose of the article field trips are defined as out-of-town field trips; that is, not regularly scheduled routes.

Whenever possible, the Employer shall post field trips ten (10) days prior to the outing. Employees interested in said outing shall bid and be awarded the outing based on seniority, which shall be on a rotating basis. In the event no one accepts the outing, the Employer shall assign employees' to an outing by reverse seniority.

At the beginning of each school year, the Superintendent of Transportation shall return to the bottom of the seniority list when assigning field trips out of town; and

Whenever possible, employees shall receive written notice that they are assigned to a field trip twenty-four (24) hours prior to the field trip.

Article 26 – MUTUAL DIGNITY AND RESPECT

1. At all times, management and employees shall act in such a manner as to assure proper dignity and respect to each other. This Article shall not be subject to the Arbitration clause.
2. The Employer and the Union agree that no disparaging remarks will be made over the radio.
3. The employer and the union agree that remarks that are made for the purpose of causing embarrassment and or humiliation only further erode the atmosphere of trust and cooperation and are detrimental to the morale of the work force therefore it is understood and agreed upon by both parties that any violation of this article will result in progressive discipline for the party involved regardless of their position and or title of the employee.

Article 27 – INCIDENT REPORTS

It is understood that the reason some students are transported by the special needs vans is because of their behavior disorder. In the interest of safety for all concerned, a system of progressive discipline will be used with these students to the extent the law allows. In the event that team meetings are called every effort will be made to share drivers concerns with the team. Minimally, copies of incident reports will be shared with the team. Requests for monitors on various runs will be given serious consideration by the administration.

Article 28 – SHIFT BIDDING

(A) Vacancies – When a regular vacancy occurs, the Employer shall post a notice of such vacancy on the bulletin board provided for in this Agreement. Employees shall have seven (7) calendar days from the date of posting to bid for such vacancies. Bids shall be awarded to the senior qualified employee; however, in awarding such bids, the Employer may make assignments with consideration to operational need. The Employer agrees to post the one (1) subsequent vacancy created by the initial posted position. This second vacancy shall be filled in the same manner and with the same restrictions as the first vacancy. All resulting vacancies shall be filled on the basis of seniority at the Employers discretion. When an employee is not awarded a bid in seniority order, the local ranking member of management shall notify the employee in writing of the reason for denial of such bid.

Once an employee is awarded a shift, s/he may not bid again for a shift vacancy for a period of ten (10) months, except if a new shift is created.

Summer routes shall be bid separately. Qualifications for the purpose of this Article shall be reasonably related to the requirement of the vacancy.

Regardless of the above, the employer reserves the right to transfer employees and modify routes when it is determined to be in the best interest of the student being transported or the needs of the student being transported change.

A copy of all routes and their updates shall be given to the Chapter Chair prior to bidding and assignment at the beginning of the school year and prior to start of summer routes. The route information shall not include student names.

(B) No van (bus) route shall be assigned as temporary for more than 30 days after which it shall be subject to shift bidding procedures set forth in this agreement.

(C) All routes shall be posted prior to the beginning of the school year. All employees shall bid on the routes and be awarded on the basis of seniority.

- All drivers and monitors covered under the CBA prior to routes posted will submit in writing his/her intent to bid on a summer route or his/her availability to summer substitute.
 - Union summer substitute list shall be established.
 - Any union summer substitute member who refuses or is unavailable to substitute for two (2) substitutions will be removed from the rotating list for the remainder of the summer schedule.
- All summer bus routes shall be posted prior to the beginning of summer session. All employees shall bid on the routes and shall be awarded on the basis of seniority.
- After all employees covered under the CBA have bid and been awarded a summer route, management reserves/preserves the right to fill any vacancies for drivers and monitors with non-union members for the duration of the vacant summer route.
- Absent substitute coverage shall be assigned as follows:

- Monitor sub coverage shall be offered first to any available union monitors who have bid on summer work first, followed by available summer union substitutes by classification
- Driver coverage shall be offered to any available union driver who bid on summer work first, followed by union licensed monitors who bid on summer work, followed by union summer substitute drivers, followed by union summer substitute licensed monitors.

If an employee is not present to bid on routes, she/he may submit a bid by proxy and if no proxy is submitted, that employee will go to the bottom of the list for bidding.

(D) All union licensed drivers shall be offered any substitute position on a seniority basis prior to any non-union personnel being offered position.

(E) For the purpose of this agreement seniority shall prevail.

Article 29 – HEALTH AND SAFETY

Due to the nature of the business and to ensure the safety and well being of the employees and the students they transport the school committee shall assign a qualified employee of the school department to monitor the 2 way radio until the last van is in to ensure safety of all the staff and students in cases of emergency.

Article 30 – VEHICLE MAINTENANCE

When required, employees shall do inspection stickers and such time will be considered work time. In the event a vehicle fails the initial inspection the Employer agrees it shall be responsible for any and all requirements and re-inspection of the vehicle.

Article 31 – PERSONAL DAYS

Two day's leave of absence will be granted by the Supervisor without loss of pay. A response to an employee's written request for personal time will be provided to the employee in writing within five (5) business days upon receipt of the employee's request. The two personal leave days will be granted without any requirement of the employee to give a reason for taking said day. However, the Superintendent may grant additional days of personal leave upon specific request. These days cannot be carried over to the next school year.

Requests should not be made for absences on days preceding or following school vacations. All covered employees should be at work on these days unless ill or absent because of a death in the family, or for personal business, the purpose of which has been stated to the Superintendent and which (s)he deems impossible to conduct at another time. For the purposes of this Article school vacations mean the Thanksgiving, Winter, February and Spring school vacation periods.

Article 32 – POSITION DEFINITIONS

DRIVERS: Employees assigned to specific routes, drive exclusively and have a 7D License issued by the Commonwealth of Massachusetts. **The Committee agrees to reimburse members for the cost of RMV fees related to obtaining and maintaining a 7D and/or CDL license, not to include the costs(s) associated with medical clearance.**

CDL DRIVERS: Employee assigned to specific routes or trips requiring a CDL. The Committee agrees to reimburse members for the cost of RMV fees related to obtaining and maintaining a 7D and/or CDL license, not to include the costs(s) associated with medical clearance.

ROUTE DRIVER: Defined as a minimum of seven (7) hours per day which will be scheduled in blocks of time, specific to each route, during which employees must be available to the School District. This in no way takes away from driving extra or overtime trips.

TRIP DRIVER: Defined as a CDL driver who drives various runs, field trips, athletic trips, etc. during school hours.

MONITORS: Employees assigned to assist a driver for student medical reasons or student behavior.

MONITORS/SUBSTITUTE DRIVERS: Employees assigned to assist a driver for student medical reasons or student behavior reasons and who substitute for drivers when needed and have a 7D license issued by the Commonwealth of Massachusetts.

Article 33 – EVALUATION

Evaluation procedure and instrument to be reviewed by a subcommittee.

Article 34 – DRUG AND ALCOHOL POLICY

Drug and Alcohol Testing:

The School District shall, with reasonable suspicion, have the right to require any employee to submit to alcohol or drug testing as set forth in this agreement.

Order to Submit to Testing:

Refusal to submit to a test may subject the employee to discipline.

Test to be Conducted:

In conducting the testing authorized by this agreement, the School District shall:

Have a police officer administer a field sobriety test including breathalyzer.

Use only a clinical laboratory which is certified by the Commonwealth of Massachusetts to perform drug testing.

Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. No part of the collection and testing procedures shall be performed by a School District employee.

Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the employee.

Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from alteration.

Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory of the employee's choosing at the School District's own expense; provided the employee notifies the School District within seventy-two (72) hours of receiving the results of the test.

Require that the laboratory report to the School District that blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the School District inconsistent with understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the School District will not use such information in any manner or form adverse to the employee's interests.

Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing alcohol concentration of .06 or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive.

Provide each employee tested with a copy of all information and reports received by the School District, upon receipt by the School District, in connection with the testing and the results.

Treatment/Discipline:

If an employee tests positive for alcohol as defined above, the employee shall receive treatment from a treatment facility chosen and paid for by the School District. The employee shall be disciplined but said discipline shall not include dismissal. The employee will be subject to random alcohol testing for twenty-four (24) months.

If an employee tests positive for drugs, the employee shall receive treatment from a treatment facility chosen and paid for by the School District. The employee will be disciplined but said discipline shall not include dismissal. The employee will be subject to random drug testing for twenty-four (24) months.

A second positive test for either alcohol or drugs will result in discipline up to and including dismissal.

ARTICLE 35 - DURATION

This Agreement shall be effective as of **July 1, 2020** except as otherwise noted herein, and shall continue in all its terms and conditions to and including **June 30, 2023** and shall continue year to year thereafter, unless and until either party hereto shall give notice to the other party on or before **March 1, 2023**, that it wishes to terminate the Agreement as of **June 30, 2023**, or to amend or change the provisions thereof. In the event this Agreement is not terminated pursuant to the provision hereof, but a request has been made to modify, change, or amend any of its provisions, the Agreement shall continue in full force and effect until agreement has been reached on any changes, modifications or amendments.

IN WITNESS WHEREOF, THE SCHOOL COMMITTEE OF THE TOWN OF WEYMOUTH has caused this **AGREEMENT** to be signed in its name and behalf by its Chairman, and the **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888** its name and behalf by its President this ___ day of _____

FOR SEIU, LOCAL 888:

FOR THE WEYMOUTH SCHOOL COM TEE:

Brenda Rodriguez

Brenda Rodriguez, President
SEIU Local 888

Lisa W. Belman

Diane M. Foley

X *Rob Deveau Vice Chair*

X *Bob Singh Secretary*

X *Joseph R. B...*

X *Anthony J. R...*

