

**AGREEMENT**

**BETWEEN THE**

**CARVER SCHOOL**  
**COMMITTEE**

**AND THE**

**CARVER BUS DRIVERS UNION**

July 1, 2015 through June 30, 2018

## **ARTICLE 1 RECOGNITION**

The Carver School Committee, hereinafter referred to as the "Employer" or "Committee" recognizes the Carver Bus Drivers Union, hereinafter referred to as the "Union," as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for:

All full-time and regular part-time school bus drivers employed by the Carver School Committee, including both drivers regularly assigned routes transporting students to and from school ("Route Drivers") and drivers regularly assigned to transport students to week-day athletic activities ("Sports Drivers"), and excluding all confidential, managerial, casual and other employees of the Town of Carver.

Unit members shall hereinafter be referred to generally as "Drivers."

## **ARTICLE 2 MANAGEMENT RIGHTS**

Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the Employer except where such right, power or duty is specifically limited by the Agreement.

## **ARTICLE 3 EMPLOYMENT**

The parties understand that the Superintendent is vested by statute with the authority to hire and to dismiss all employees of the Committee, including the Drivers, subject to applicable procedural requirements.

In the event a Driver intends to vacate his/her position, the Driver is expected to provide notice, in writing, at least two weeks in advance.

## **ARTICLE 4 DEFINITION OF SENIORITY**

The length of continuous service in the Carver School Transportation Department, as a bus driver, determines the seniority of the driver. A Seniority List will be posted in a conspicuous place at the start of each school year. Any Driver who disputes the seniority list must inform the Director of Transportation in writing within five (5) work days of the posting. Approved absences shall not constitute a break in service.

## ARTICLE 5 ASSIGNMENT OF ROUTES/LAYOFF

1. **Assigning Routes to Returning Route Drivers:** In assigning bus routes to returning Route Drivers at the beginning of each school year, seniority, licensure, and other factors relevant to the operation of the transportation department, including training and experience, will be considered. The Director of Transportation will generally meet with Route Drivers and notify them of their assigned bus routes prior to the start of school. Changes in assignment may occur during the school year following initial assignment and may include the reduction or expansion of a route to accommodate changes in student enrollment or placement. In the event of a change following initial assignment during the year, the Director of Transportation and/or other administrative staff will meet with the Route Driver to work out details of that change.

2. **Floater CDL Route Driver:** While most Route Drivers will be assigned an ongoing route, the Employer has the option of creating/maintaining one Floating CDL Route Driver position (anticipated at 18 hours, to be scheduled generally between the hours of 6:00 A.M.- 9:30 A.M. and 1:00 P.M. – 4:30 P.M.) who will fill in when Drivers are absent and will perform other tasks, which may included serving as a bus or van monitor, as assigned by the Director of Transportation. The pay rate will be that of a CDL Driver.

3. **Posting of Vacant Routes During the School Year:** A vacancy occurs when an existing route is vacated during the school year or when a new route must be added due to a change in student enrollment/placement that cannot reasonably be accommodated through existing routes. Vacant routes when available will be posted in a conspicuous area and on a bulletin board designated for use by the Union for five (5) working days. Drivers who submit a written statement of interest will be among those individuals considered when the Employer assigns the route.

4. **Assignments for Sports Drivers:** The Director of Transportation will designate assignments transporting students to/from weekday athletic activities to each Sports Driver, taking into consideration both equitable distribution of work and Driver availability.

5. **Assignment of Extra Work:** "Extra Work" is defined as work during the school year that is beyond the regularly scheduled routes for Route Drivers transporting students to and from school and beyond the routine extracurricular transportation provided by Sports Drivers after school (Monday through Friday). A list will be developed annually listing all Drivers willing to accept Extra Work, to include both Route Drivers and Sports Drivers, beginning with the most senior Driver at the top (hereinafter referred to as the "Bid List.")

- a. Lists of Extra Work that is anticipated at least 24 hours in advance will be distributed for bid during the school year as it becomes available, and coverage will be assigned using the Bid List on a rotating basis.

b. If Extra Work that is the subject of a bid is cancelled and not rescheduled, the employee is owed a bid on next distribution. However, if the Driver elects not to make a bid on the next distribution, the Driver is not owed another.

c. If Extra Work that is the subject of a bid is cancelled but rescheduled, the Driver will be assigned to the rescheduled time and will not be owed a another bid if the Driver declines. In that case, the rescheduled date will be distributed for bid again to be awarded based on the revolving Bid List.

d. If Extra Work becomes available within the 24 hour period, coverage will be assigned using the Bid List, but leaving the rotating schedule intact.

6. **Assignment to Cover Routes on a Temporary Basis or to Cover an Immediate Need:** In assigning Drivers to cover routes on a temporary basis or to cover an immediate need, seniority/licensure, availability, and other factors relevant to the operation of the transportation department, including training, experience, and availability will be considered.

7. **Layoff:** In the event a reduction in the number of routes, layoff will occur based upon reverse seniority, licensure, and other factors relevant to the operation of the transportation department, such as training, experience, and availability.

8. **Summer Work:** Summer work will be paid based on actual time worked, without paid sick leave or other paid leave. In order to determine which Drivers are interested in assigned routes or substitute work during the summer, the Employer generally asks all Drivers to submit a statement of interest in early May. Those Route Drivers who were assigned to drive for an outside placement school during the school year leading up to the summer are generally expected to continue to drive for that program if it continues over the summer, and those routes will not be available to others unless the assigned Route Driver chooses not to work over the summer.

Once the Director of Transportation has a list of the summer routes available, the list will be sent to all Drivers, who may sign up for the routes they would be available to cover, while also listing any days on which they anticipate not being available. In assigning routes, seniority/licensing and other factors relevant to the operation of the transportation department, including training, experience and consistent availability for the route will be considered. Drivers who cannot commit to be present for a minimum of 90% of the route will be given low priority in the assignment of summer work.

If additional summer routes/programs becoming after the initial list is published, another notice will be will go to out to the Drivers who are not currently assigned to a summer route. Drivers who have already been assigned a summer route can not switch to another route.

## **ARTICLE 6 SCHOOL CLOSINGS /CANCELLATIONS**

1. Unless otherwise directed, Route Drivers are not expected to report for work on days that school is closed for students. In the event of an unscheduled school closing, the Superintendent or assignees will record a voice message regarding such closing, generally by 5:30 a.m. of that day, to be accessed by Route Drivers at a designated telephone number. In the event the message is not recorded by 5:30 a.m., and the Route Driver is thus unable to access the notice prior to leaving home to report for work, the Route Driver will receive two hours of pay at their regular rate of pay.

2. Where a Route Driver is regularly assigned to drive a student to an out-of-district placement, and such student is sick or refuses/chooses not to be transported on a particular day, that driver shall receive his/her regular hours pay that day with the understanding that such Route Driver may be assigned to other work that day.

## **ARTICLE 7 LAY OVER and EARLY START TIME (applicable to Route Drivers only)**

It is understood that some Drivers will have a layover period each day in which they are expected to perform duties on behalf of the Employer, which include but are not limited to cleaning the interior of the bus and refueling.

During the months of December, January and February, Drivers may report for work 10 minutes before their scheduled shift for weather-related preparation for their routes, such early arrival to be elected by the Driver on a monthly basis.

Drivers will receive their regular hourly rate of pay during both layover periods and extra preparation time during the named winter months.

## **ARTICLE 8 ATTENDANCE and LEAVES (applicable to Route Drivers only unless otherwise specified)**

1. **Attendance:** The parties to this Agreement agree that consistent attendance of Drivers is essential to providing appropriate and quality transportation to students. Drivers are expected to be at work on a regular, continuing, and consistent basis.

Excessive absenteeism or an unusual pattern of absence for sick time (including absences prior to or a school vacation period, weekend, or an approved leave), on the part of a Driver, may warrant an explicit explanation to the Superintendent or designee. The Superintendent or designee may require a Driver to produce a medical certificate of disability from a regularly licensed and practicing physician when an Driver is absent more than consecutive five days or when use of sick leave is reasonably suspected of

being excessive or unusual in pattern. The Superintendent or designee may also require both Route Drivers and Sports Drivers to produce a medical certificate of fitness for duty whenever deemed appropriate. In addition, the Employer has the option to require Route Drivers and Sports Drivers to undergo an independent medical evaluation at the Employer's expense subject to applicable legal requirements.

2. **Sick Leave:** Drivers shall be credited with one (1) day of paid sick leave per working month during the regular school year, with accumulation to forty-five (45) days. Drivers may use paid sick leave only (1) for personal illness or (2) for doctor appointments of an urgent nature.

Upon retirement, a Driver will be paid one-half day of pay for each day of unused sick leave up to thirty (30) days. In the event of death, said payment will be made to the Driver's estate.

3. **Sick Leave Bank:**

a. There is a Sick Leave Bank that became effective in fiscal year 2015 for use by eligible Route Drivers who have exhausted their own sick leave and who have a serious illness.

b. At the end of each school year, all days remaining in the bank shall be carried over in the sick leave bank for the following school year, provided that the maximum number of days retained in the Sick Leave Bank shall not exceed 150 days.

c. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the Committee to serve at its discretion, and two (2) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for use of the bank and the amount of leave to be granted. All decision of the Sick Leve Bank Committee shall be by majority vote. A tie vote shall constitute a denial of sick leave. The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service as a Driver in the Carver Public Schools.

Any grant of sick leave by the Sick Leave Bank Committee to a Driver shall not exceed ten (10) days. Upon the exhaustion of any grant, the Driver may apply to the Sick Leave Bank Committee for further sick leave. The maximum numbers of days available to any Driver shall be twenty-five (25) days per school year.

d. If the Sick Leave Bank is exhausted, it shall be renewed by an assessment of one (1) additional day of sick leave by each Driver. Such additional day will be deducted from the Driver's annual ten (10) days. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank.

e. At the conclusion of each academic year, a Driver who has accumulated unused sick days in excess of the maximum number of sick days, forty-five (45), may donate up to five (5) sick days to the Sick Leave Bank.

4. **Funeral Leave**: For a period of four (4) days, full payment will be granted in the case of death in the immediate family (husband, wife, parent, child, ward, brother, sister or grandparent) or other resident member of the immediate household and for the following in-law relationships: mother, father, daughter, son, sister, brother. Three (3) days per year shall be granted for non-immediate family. The Superintendent may at his/her sole discretion grant additional days of bereavement leave based upon extenuating circumstances.

5. **Personal Leave**: Two (2) business leave days per year are allowed under the following conditions:

a. It is recognized that the absence of the Driver from work interrupts and diminishes the scheduled work of Drivers and must therefore be kept to a minimum. It is understood that Drivers will make every effort to attend to their personal business on non-working hours and that requests for business leave will be submitted only when every effort has been made to schedule business so as to not interfere with their duties.

b. Application for personal business leave (except in cases of emergency) will be made at least seventy-two (72) hours before taking such leave, and shall be subject to the approval of the Director of Transportation. Under no circumstances may a day be taken for the purpose of extending a weekend, vacation or holiday.

c. If said day abuts a holiday, Monday or Friday, the Driver shall request the day only for one of the following reasons:

1. Court obligations,
2. Real Estate closings,
3. Legal adoptions,
4. Summons by a government agency to a hearing,
5. Personal/family business equivalent to the above listed categories which the Driver is unable to schedule during non-working hours.

6. **Leave for Adoption or Birth**: Drivers are eligible for unpaid leave in connection with the birth or adoption of a child to the extent provided by the Massachusetts Maternity Leave Act (M.G.L. Chapter 149, Section 105D) and/or the Family Medical Leave Act. To the extent the Employee has accrued paid sick leave, Drivers giving birth shall be entitled to substitute that accrued paid sick leave for periods of disability due to maternity, provided a doctor's certification attesting to disability is given.

7. **Jury Duty**: The Employer agrees to compensate Drivers in accordance with the Massachusetts General Laws for jury duty.

8. **Unpaid Leave:** At the sole discretion of the Superintendent, he/she may elect to grant one or more days of unpaid leave to a Driver.

## **ARTICLE 9 HOLIDAYS**

(applicable to Route Drivers only)

The following days shall be considered a paid holiday: Labor Day, Columbus Day, Veterans Day, Thanksgiving, Martin Luther King, New Year's Day, Memorial Day and President's Day.

## **ARTICLE 10 WAGES**

Wage rates shall be set forth in Appendix A.

Steps for the salary schedule are as follows:

Step 1	0-4 years of service (using date of hire)
Step 2	5-10 years of service
Step 3	11-15 years of service
Step 4	16+ years of service

All drivers' base salaries will be annualized according to the following: each driver's base run time will be calculated by Transfinder (or other mutually acceptable method if Transfinder is not practical). This time will be multiplied by their hourly rate, which will then be multiplied by the number of regularly scheduled school days per that route (plus paid holidays) for a yearly amount to be earned. This yearly amount will then be spread equally over 21 pay periods beginning with the second check in September. Although time sheets are not required for the annualization, Drivers will nevertheless submit weekly time sheets reflecting the base run time served each day. Separate time sheets will be submitted for all extra work during the regular school year and for all summer work.

Drivers who hold a CDL license will be paid the CDL rate when asked to substitute for 7-D route.

Drivers designated as "Bus Driving Instructors" shall receive two (\$2.00) dollars per hour in addition to their regular rate of pay for that period in which they are instructing.



## **ARTICLE 11 LONGEVITY**

Longevity increments will be paid by separate check in a lump sum each year on the anniversary date of employment as follows:

Drivers who have completed five (5) to nine (9) years of continuous service will receive two hundred twenty five dollars (**\$225.00**) each year on the anniversary date.

Drivers who have completed ten (10) to fourteen (14) years of continuous service will receive four hundred twenty five dollars (**\$425.00**) each year on the anniversary date.

Drivers who have completed fifteen (15) to nineteen (19) years of continuous service will receive six hundred twenty five dollars (**\$625.00**) each year on the anniversary date.

Drivers who have completed twenty (20) or more years of continuous service will receive eight hundred twenty five dollars (**\$825.00**) each year on the anniversary date.

## **ARTICLE 12 OTHER BENEFITS**

1. Route Drivers may participate in all life insurance, accidental death and dismemberment insurance, hospital, medical and surgical insurance benefits provided by an insurance plan adopted and maintained by the Town Of Carver, pursuant to applicable statutes.
2. Whenever a Route Driver is absent from work as a result of personal injury compensable under worker's compensation, while said person is in the performance of said person's duties, the Employer will make up the difference between the person's worker's compensation benefits and his/her regular salary, provided said person has accumulated sick leave against which said difference may be pro-rated and charged.
3. Annual physical examinations for Drivers and semi-annual physical examination for Drivers over 70 years of age will be paid by the school department.
4. Any License and /or Certificate (CDL, 7D, Instructors etc.) that is required by the Employer shall be paid for by the Employer. The driver shall pay for the license and shall be reimbursed by the Employer.
5. Each Driver shall receive (3) three hours of pay for random drug testing as required by the Federal or State Law.

6. The Employer will hold in-service trainings each year that are mandatory for all Drivers. In addition, the Employer will schedule up to eight (8) in-service safety trainings, and Drivers must attend half of these scheduled safety meetings. Each driver will receive his/her regular rate of pay for hours spent participating in in-service sponsored by the Employer.

7. Riders' fee for Drivers' children and/or grandchildren will be waived.

8. Upon appointment by the Superintendent, Union Stewards will receive written notification of all newly hired bargaining unit members.

### **ARTICLE 13 PERSONNEL FILES**

The Employer will provide a Driver with the opportunity to review and/or obtain copies of his/her personnel file within five (5) business days of receiving a written request for such review.

No material originating from the school department derogatory to a Driver's conduct, service, character, or personality shall be placed in the Personnel Files unless the employee has had an opportunity to read the material. The Driver shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the Driver has had the opportunity to read the material to be filed. The Driver may respond to such material by filing a signed response pertaining to the circumstances upon which the material is based. Such response shall be placed in the employee's personnel file and attached to the material.

### **ARTICLE 14 REPORT OF INJURY**

Drivers will immediately report in writing all cases of injury, assault, or abusive conduct suffered by them in connection with their employment, to the Director of Transportation, who shall transmit such report to the Superintendent. The Superintendent shall take action deemed necessary relating such report.

### **ARTICLE 15 LEADERSHIP TEAM**

A leadership team will be established to facilitate the opportunity for drivers to provide input into the operations of the Transportation Department. The leadership team will consist of the Director of Transportation and the Superintendent or his/her designee, and three Drivers appointed by the Union. The team will meet monthly at the suggestion of either party. It is understood that the team's role will be to provide

recommendations to the Employer and/or Superintendent/designee for consideration and will not be binding. This Article is not subject to the grievance and arbitration procedure.

## **ARTICLE 16 UNION REPRESENTATIVES**

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer in writing of any changes.

## **ARTICLE 17 BULLETIN BOARDS**

The Employer will provide the Union with a bulletin board hung in a conspicuous location for the Union's use in posting notices of a routine nature. Parties to this Agreement agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

## **ARTICLE 18 UNION DUES**

Drivers may elect to have monthly membership dues deducted from their paychecks by signing and submitting the authorization of dues form set forth in Appendix B on an annual basis. The Employer shall remit the aggregate amount to the Treasurer of the Union along with a list of Drivers who have had said dues deducted. Such remittance shall be made monthly. The Union hereby agrees to indemnify the Employer, its officers agents and employees and shall hold them harmless from any and all claims, liabilities or costs that may arise out of the enforcement of this Article and shall provide legal counsel to defend against any such claims at no cost to the Employer, its officers, agents and employees.

## **ARTICLE 19 GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance is a dispute that arises between parties about the application, meaning or interpretation of this Agreement.

Before filing a grievance, the aggrieved employee is encouraged to discuss the matter informally with the Director of Transportation, and every effort shall be made to resolve the grievance at this level.

If the matter is not resolved on an informal basis, in order to be processed as a grievance, it must be reduced to writing and submitted at Step 1 within seven (7) calendar days following the date of the occurrence of the facts giving rise to the grievance or within seven (7) calendar days from the date on which either the aggrieved Driver or the Union knew or reasonably should have known such facts. Any grievance not submitted within this time frame shall be deemed waived.

In order to allow for a timely response, the written grievance should include (1) a clear statement of the facts forming the basis of the grievance; (2) reference to the specific provision or provisions of the Agreement allegedly violated; and (3) the specific remedy requested.

Step 1: The Union Steward or other Representative, with or without the aggrieved Driver, shall present the grievance in writing as set forth above to the Director of Transportation. The Director shall respond within ten (10) calendar days in writing.

Step 2: If the grievance is not resolved at Step 1, the Union may present it to the Superintendent of Schools or designee in writing within ten (10) calendar days of the response to Step 1. The Superintendent/designee will have a hearing on the grievance within ten (10) calendar days of receipt of the grievance and shall respond within ten (10) calendar days from the date of the hearing.

Step 3: In the event that the grievance remains unresolved, after having been processed through the first two steps of the grievance procedure, either party may, within thirty (30) calendar days after the reply of the Employer, by written notice to the other party request arbitration. The arbitration proceeding shall be conducted by the American Arbitration Association and in accordance with its rules and procedures, with arbitration fees to be shared equally by the parties.

The Arbitrator shall have no authority to alter, amend or modify this Agreement in any way. The decision rendered by any Arbitrator shall be confined to the scope of this Agreement and shall not infringe upon any right vested to the Employer or the Superintendent by statutory authority.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

The parties may by mutual agreement in writing extend the time limits referred to in this Article. In the event the Employer does not respond to a grievance within the time frame outlined in a particular Step, the Union may raise the grievance to the next level.

**ARTICLE 20  
ENTIRE AGREEMENT/CONFLICT OF LAW**

Except as otherwise modified in writing by the parties, this Agreement is the entire Agreement as to all matters which were properly subject to collective bargaining and neither the Association nor the Committee is obligated to engage in any further negotiations during the term of this Agreement. Furthermore, as to any matter not specifically covered by the terms of this Agreement, the Committee, Superintendent and Principals may exercise all rights that they have pursuant to state law and the exercise of any such rights shall not be subject to the Grievance and Arbitration Procedure.

If any provision of the Agreement or any application of the Agreement to any Employee shall be found contrary to law, then such provisions or applications shall not be deemed valid and non enforceable except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE 21  
DURATION**

1. Effective Date: This Agreement shall cover the period of **July 1, 2015 - June 30, 2018**. Its terms shall be effective as of the date of ratification by both parties, provided that the wage increase set forth in Appendix A shall be retroactive to the first day of work for Drivers for the 2015-2016 regular school year.

2. Negotiation of Successor Agreement: In the event the Union wishes to negotiate a successor agreement, the Union shall submit written notice to the Employer no later than 60 days prior to the date of termination of this Agreement.

IN WITNESS that the Carver School Committee and the Union have ratified this Agreement, their authorized representatives hereby affix their hands and seals.

This Agreement entered into the dates below.

Sammy Cornwall  
CARVER BUS DRIVERS UNION

12-23-15  
DATE

[Signature]  
CARVER SCHOOL COMMITTEE

12-23-15  
DATE

## APPENDIX A – WAGE RATES

### PAY SCALE

<u>7-D</u>	<u>FY16 (1.5%)</u>	<u>FY17 (1.5%)</u>	<u>FY18 (2%)</u>
Step 1	\$17.49	\$17.75	\$18.11
Step 2	\$17.72	\$17.99	\$18.35
Step 3	\$17.90	\$18.17	\$18.53
Step 4	\$18.28	\$18.55	\$18.92

<u>CDL</u>	<u>FY16 (1.5%)</u>	<u>FY17 (1.5%)</u>	<u>FY18 (2%)</u>
Step 1	\$19.05	\$19.34	\$19.73
Step 2	\$19.29	\$19.58	\$19.97
Step 3	\$19.46	\$19.75	\$20.15
Step 4	\$19.84	\$20.14	\$20.54

Step 1	0-4 years of service (using date of hire)
Step 2	5-10 years of
Step 3	11-15 years of service
Step 4	16+ years of service

**APPENDIX B**  
**AUTHORIZATION FOR PAYROLL DEDUCTION**

BY

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Last Name	First Name	Middle Name
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TO

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Employer

EFFECTIVE

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Date

I hereby request and authorize you to deduct from my earnings once each month an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.