

AGREEMENT
BETWEEN THE
WORCESTER SCHOOL COMMITTEE
AND THE
EDUCATIONAL ASSOCIATION OF WORCESTER

For and on behalf of the
BUS DRIVERS UNION
(Aides to the Physically Handicapped)

AND

Bus Monitors

January 1, 2013 through December 31, 2015

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ARTICLE 1
AGREEMENT

This Agreement is made and entered into this 16TH day of June, 2011, in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, by and between the Worcester School Committee (hereinafter referred to as the Committee) and the Bus Drivers and Monitors Union (hereinafter referred to as the Union).

ARTICLE II
RECOGNITION

The School Committee recognizes the Educational Union of Worcester as the exclusive bargaining agent and representative in all matters of employment for all aides to the physically handicapped (hereinafter, "Drivers" or "drivers") and bus monitors (hereinafter, "Monitors" or "monitors"), but excluding the Transportation Coordinator and the Assistant Transportation Coordinator engaged by the Worcester Public Schools, and the Union recognizes the School Committee as the governing body of the Worcester Public Schools.

ARTICLE III
GRIEVANCE PROCEDURE

- A. A grievance is hereby defined as an express violation of specific terms of the Agreement.
- B. Grievances, if informal discussion does not resolve the difference, shall be handled in the following manner:
 - 1. An aggrieved party must institute proceedings 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.
 - 2a. An employee with a grievance shall present it in writing to the Director of Transportation. The Director of Transportation within ten (10) working days thereafter, shall meet with the aggrieved person, the Executive Secretary and/or the President of the Union and attempt to settle the grievance. The grievance may be answered in writing. If the grievance has not been disposed of to the satisfaction of the aggrieved employee or if no written answer has been received within ten (10) working days after the meeting, the aggrieved party may forward the grievance with a copy of the answer, if any, to the Human Resource Manager.
 - b. The Human Resource Manager or his/her designee shall meet within ten (10) working days thereafter with the aggrieved person, the Executive secretary and/or the President of the Union and attempt to settle the

grievance. The grievance shall be answered in writing. If the grievance has not been disposed of to the satisfaction of the aggrieved employee at the level of the Human Resource Manager, or if no written answer has been received within ten (10) working days after the meeting on the grievance, the aggrieved employee may forward the grievance, with a copy of the answer, if any, to the Superintendent within ten (10) working days. The Superintendent will hold a hearing on said grievance within fifteen (15) working days. Said hearing to be open only at the mutual consent of both parties. The Superintendent shall render his/her decision within fifteen (15) working days of said hearing. Issues involving hiring, assignments, promotions and disciplinary matters will bypass the School Committee level and go directly to arbitration.

- c. If the employee alleging a grievance is not satisfied with the decision of the Superintendent, the Union may file within thirty (30) days, at the request of the employee, an application with the American Arbitration Union. The School Committee reserves the right to insist upon a court determination of the jurisdiction of the arbitrator.
- d. The function of the arbitrator shall be to determine whether a specific violation of an express provision of the contract has occurred. The arbitrator shall be without authority to make any decision which violates or which would alter, add to, detract from, or modify the terms of this Agreement.
- e. Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the arbitrator and the AAA shall be shared equally by the Union and the Committee.
- f. A grievance that affects the group or is of a general nature may be commenced by the Union by submitting it in writing to the Superintendent or his designee.
- g. The dismissal, demotion or suspension of an employee may be subject to the grievance and arbitration procedure of this agreement. However, if a grievance moves to the level of arbitration, the Union, on the employee's behalf, must choose to resolve the issue either through the arbitration process or through civil service. Once the Union files for arbitration, the Union shall be barred from exercising its rights under the civil service laws. Similarly, once the Union files the issue with civil service, the Union shall be barred from exercising its rights under the arbitration procedure of the agreement.

ARTICLE IV **SICK LEAVE**

- A. 1. Drivers will earn 1 ¼ days per month (to a maximum of 15 days) in the first year of employment. Effective with the second year of employment, the driver will be granted 15 sick days per year. These 15 sick days will be granted at the start of the school year (September 1). Sick days are cumulative to 200 days.

2. Monitors will accrue 1.5 sick days per month to a maximum of fifteen (15) days per year. Sick days are cumulative to a maximum of two hundred (200) days.
- B.
1. A person who is collecting Worker's Compensation may use accumulated sick leave to make up the difference, if any, between his/her regular pay and the Worker's Compensation payments.
 2. Employees who are physically unable to return to their original assignment may be asked to return to work in a different open position within the bargaining unit if they are capable of performing the duties of the new assignment and if they are willing to do so.
 3. Whenever a monitor is absent from his/her duties as a result of personal injury caused by unprovoked assault occurring in the course of his or her employment, he/she will be paid his/her regular salary, less Worker's Compensation payments, for a period of such absence up to one (1) year from the date of injury and no part of such absence will be charged to his/her annual sick leave. The decision as to what constitutes an "unprovoked assault" is subject to the grievance procedure.
- C.
- In cases where the evidence appears to establish a pattern of sick leave, abuse, the Superintendent or his designee may require an employee to verify by a doctor's certificate the listing of any absence as a sick day. An employee who fails to submit a medical certificate will not be paid for the absence and for any subsequent absences. When an employee is not paid for failure to submit a medical certificate, the Union will receive a copy of any notification to the employee.
- D.
- After an absence due to illness has exceeded five (5) consecutive work days, the employee shall provide the School Department with a physician's certificate describing the nature of the illness and anticipated date of the employee's return to work.
- E.
- 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 up to the allowable accumulation, which shall be included in the employee's final paycheck and recorded as part of the annual salary for their final year's service.
- F.
- Whenever a bus driver is absent from his /her duties as a result of personal injury caused by unprovoked assault occurring in the course of his/her employment, he/she will be paid his/her regular salary, less Worker's

Compensation payments, for the period of such absence up to two (2) years from the date of injury and no part of such absence will be charged to his/her annual sick leave. The decision as to what constitutes an "unprovoked assault" is subject to the grievance procedure.

- G. No sick leave allowance will be granted to an employee who is out of the Commonwealth of Massachusetts, unless the employee can produce a doctor's note or other suitable documentation that: 1) medical treatment was sought while outside of the Commonwealth; or 2) the travel out of the Commonwealth is required in order to secure necessary medical treatment. Other exceptions to this policy may be requested from the Superintendent, who shall have the discretion to either grant or deny such a request.
- H. Drivers and Monitors may use up to a maximum of ten (10) sick days per year to attend to the illness of a spouse, child or parent.

ARTICLE V **VACATION**

- A. 1. Drivers must complete 30 weeks of work by June 30th to be eligible for vacation. The vacation year shall run from September 1st through August 31st and vacation days are earned at the following rate:

30 weeks through 5 years = 10 days per year;
Over 5 years but less than 10 years = 15 days per year
10 or more years = 20 days per year
25 years or more = 25 days

2. Monitors do not receive vacation benefits.
- B. Vacation days can be taken on non-pupil session days and pupil session days if approved by the Director of Transportation. Vacation can be utilized as it is accrued.
- C. All requests for vacation must be submitted in writing through the Transportation Coordinator to the Director of Transportation for approval, which approval shall not be unreasonably withheld.
- D. Carryover of vacation time from year to year is limited to the equivalent of one (1) year's vacation accrual.

ARTICLE VI **HOLIDAYS**

A 1. Drivers will receive the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Day before Thanksgiving (if school is not in session), Thanksgiving, Day after Thanksgiving, Day before Christmas (if school is not in session) Christmas, Day after Christmas, (if weekday) and the Day after New Year's (if school is not in session).

2. Monitors will receive the following paid holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving, Martin Luther King Day, and Memorial Day. Monitors who are working during the summer shall receive Independence Day as a four hour holiday so long as it occurs during the period during which they are assigned to work.

ARTICLE VII

LEAVES OF ABSENCE

A. Leaves With Pay:

- 1 a. Death in the immediate family- employees shall be entitled to a leave of absence of up to five (5) consecutive days, or Memorial Week for people of the Jewish faith, when the death of a wife, husband, father, mother, step-father, step-mother, mother-in-law, father-in-law, brother, sister, son, daughter, step-children, grandchildren, relative living in the same household or someone who has acted in "loco parentis" occurs in the family of the employee. Such leave shall be without loss of salary and will take effect from the date of death. Should the death occur at any time during the work day of the employee, that day shall not be considered as the day of death normally applied to this provision. Such five (5) consecutive days include holidays, Saturdays and vacation days. Sundays are specifically excluded and shall not be counted. In the event that the funeral services are not held immediately after the death, then the bereavement leave may be delayed to better coincide with the funeral services. Such delay may be requested by the employee and approved by the Human Resource Manager, which approval will not be unreasonably withheld.
- b. A leave of one (1) day will be granted to attend the funeral of a grandmother, grandfather, cousin, niece, nephew, uncle, aunt, brother-in-law, sister-in-law.
- c. Necessary time may be granted by the supervisor for the employee to attend the funeral of an employee or dear friend. If a full day is taken under this section, it will be deducted from personal leave. If no personal leave is available, the day will be without pay.
2. Absence for Jury Duty- the employer will make up the difference, if any, between his/her regular pay and the compensation received for Jury Duty.
3. Personal days will be made available to employees based on the following schedule:
 - a. If the employee is appointed from a Civil Service List, the employee will be entitled to three personal days per year. No reason is required for drivers but reasons are required for Monitors. Provisional employees (not appointed from a Civil Service List) must work one year before being eligible for personal days. Personal reasons shall include but not be limited to the following:
 1. Emergency, serious illness or injury in the family
 2. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance

- b. Personal days will be pro-rated for employees who do not work the full year. An employee who starts work by October 31 will be entitled to up to three personal days; an employee who starts work between November 1 and December 31 will be entitled to two personal days; an employee who starts work between January 1 and March 31 will be entitled to one personal day. An employee who starts work after April 1 will not be entitled to personal days until the following September 1. If a provisional employee is appointed during the first year of employment, the employee will receive personal days based on the above prorated schedule.
 - c. Personal days shall not be utilized to extend a holiday or vacation period. Abuse of this provision shall be cause for disciplinary action.
 - d. Personal day requests must be submitted in writing through the Transportation Coordinator to the Director of Transportation. Approval of such shall not be unreasonably withheld. The personal day shall not be utilized so as to extend a holiday or vacation period.
 - e. Employees will be allowed to convert up to two unused personal days per contract year to sick leave, subject to the two hundred (200) day limit imposed at Article IV, Paragraphs A1 and A2.
- 4. When absences occur for legal cause for summoned attendance in Court for the purpose of giving testimony in which the employee is not a principal party, the employee shall be paid a day's pay when the decision with respect to the time and place of the Court hearing is beyond the control of the employee, but in no instance will absence for legal cause with pay be permitted when the legal matter relates exclusively to the discharge of duties connected with a summer or part-time position. The employee taking leave under this provision will remit to the School Department any witness fee received as compensation for testifying. The maximum number of days allowed under this section shall be three (3) not including personal days. If the employee is required to attend Court as part of his/her job, the employee will be paid regardless if he/she is the principal party.
 - 5. The School Committee shall grant leave of absence with pay to observe religious holy days where the tenets of one's recognized religion, obligate abstention from work or where the required religious observation of the day necessarily conflicts with the school day. Such days shall not exceed two (2) days for any one individual in any given year.

B. Leaves Without Pay

Leaves of absence without pay may be granted at the sole discretion of the Superintendent or his/her designee. Leaves of absence will not be granted for reasons of other employment.

C. Professional Leave

Upon recommendation of the Superintendent, the Committee or its designee

may grant professional leaves with full pay to employees attending approved workshops or conferences. Compensation may include: reimbursement for all tuition, fees, books, lodging, equipment, meals and mileage reimbursement at the city rate per mile.

D. Maternity Leave

1. A member of the bargaining unit who becomes pregnant shall notify the Human Resource Manager in writing as soon as her pregnancy has been established. When notifying the Human Resource Manager, the member shall, where possible, notify the Administration of any request for leave on account of pregnancy and the dates of such leave.
2. A member of the bargaining unit may continue at her assigned position. However, continued employment shall depend on the physical condition and ability of the employee to perform her usually assigned duties without danger to herself or students.
3. The Committee or its designee may require the member to submit adequate medical evidence (including the results of a medical examination by a physician of her choice) of the member's ability to continue employment and perform her usually assigned duties without possibility of danger or harm.
4. The parties agree that the following criteria will be used in establishing flexible guidelines for leave on account of pregnancy:
 - a. Under ordinary circumstances, the member will request and be granted a leave of absence commencing no later than three (3) weeks prior to the anticipated date of delivery.
 - b. Such leave will ordinarily be for eight (8) weeks after the anticipated date of delivery.
5. Leaves of absence because of the member's pregnancy shall be granted by the Committee or its designee on submission of adequate medical evidence. For the purpose of pay, a maternity leave will be treated the same as any other disability leave.
6. The member of the bargaining unit shall notify the Superintendent or his designee in no less than thirty (30) days prior to the date she desires to return to work.
7. When a member of the bargaining unit returns from maternity leave, the school administration will attempt to assign the member to the same position which she held at the time the leave commenced. If the same position is not available, she will be assigned to the most nearly equivalent position which is available at the time of her return for which she is qualified.
8. Nothing herein shall be construed as requiring a pregnant employee to leave her employment (by voluntary termination or leave of absence) for any reason other than her continued ability to perform her usually assigned duties. Upon termination of the member's pregnancy, her return to work will be governed by the above standards.

9. The parties agree that the criteria set out herein are guidelines only and situations involving pregnancy will be treated individually on a case by case basis with reference to a member's health and continued ability to work. These provisions shall be liberally interpreted so as to permit total compliance with Federal and State (Massachusetts) laws and regulations governing leave on account of pregnancy.
 10. In accordance with Chapter 149, Section 105D, the mother of an adopted child shall be granted up to eight (8) weeks maternity leave upon request.
 11. On the occasion of the adoption of a child by the employee's immediate family, male and/or female employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during authorized absence at the time of adoption. At the time of the birth of his child, male employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during an authorized absence at the time of the birth of the child. This is not intended to expand the use of sick leave by female employees for periods of authorized absences at the time of the birth of their child, which leave shall be under the terms and conditions as prior to March 3, 2005.
- E. 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 worker's 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 worker's 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.

- F. Use of Half Benefit Days- Drivers and Monitors shall be able to utilize benefit time available to them in one-half or full day increments.

ARTICLE VIII
WORK YEAR AND HOURS

- A. Full year drivers will work a twelve-month year.
- B. Drivers will report to work on all scheduled work days, regardless if school is in session or not. On days when school is not in session, Drivers will be involved in such activities as preventive maintenance, preparing vehicles for safety inspection, in-service training, removing snow/ice from vehicles and other related work in order to have the vehicles in operational order. If schools are closed for the day due to weather-related condition, the Drivers may have the option of reporting to work up to one hour later than the normal reporting time and making up the lost time within the next five working days. The scheduling of the "made-up" time will be coordinated with and subject to the approval of the Transportation Coordinator or the Assistant Transportation Coordinator. Overtime will not be applicable when an employee is making up this lost time.
- C. Employees in the bargaining unit will be paid for any regular school day on which all schools are closed for special observance or emergency (non weather related) pursuant to action of the Superintendent and/or the Worcester School Committee. Employees in the bargaining unit will be paid for any regular school day on which the Durkin Administration Building is closed due to weather.
- D. Work Day: Drivers will work an 8-hour day, exclusive of a thirty (30) minute lunch period. Included in this day are two 15-minute breaks scheduled by the Coordinator or Assistant Coordinator.
- E. Overtime: Overtime wages (one and one-half times regular hourly rate) shall be paid to employees who work more than eight (8) hours on any given day. Worcester Public School Bus drivers will have first choice for overtime runs on Special Education routes.
- G. If Drivers are required to work on Saturday, Sunday or a holiday, they shall be compensated at a minimum of four hours and at time and a half.

Work Year and Hours (MONITORS)

- A. The work year for all monitors shall be at least the pupil session days, plus the day before school begins and two staff development days. This will be considered the minimum work year.
- B. Monitors will report to work on all scheduled work days when school is in session. In the event of cancellation of school for weather or other reasons, the monitor shall not report to work but shall be required to work when the cancelled day is rescheduled.

C. Monitors will report to work fifteen (15) minutes prior to all pullout times on each run and shall be required to assist the driver in conducting the pre-trip safety inspections.

D. If monitors are required to work on Saturday, Sunday or a holiday, they shall be compensated at a minimum off our (4) hours and at time and a half. Monitors will be paid overtime at the rate of one and one-half times their hourly rate if they work more than eight hours on any given work day.

E. Monitors are required on every route for summer programs. Accordingly, monitors may be required to work for summer school/summer program routes. As a result, monitors will be asked to fill out the Monitor Request Form for Additional Work and/or Summer Work, by May 1st of each year. This form will be honored to the fullest extent possible. When such work is available and/or required, it will be posted and filled by unit monitors in the following manner. The employer will seek volunteers to fill such routes, and this work will be assigned on a voluntary basis, as much as possible. The most senior volunteers will be assigned first, provided they commit to the entire assigned work period. If there are not enough volunteers to cover all routes, the Employer will first seek to fill the routes with substitutes and if no substitutes are available, will assign monitors to the remaining routes on the basis of reverse seniority. Whether work is voluntary or assigned, monitors will be notified if they are expected to work, absent extenuating circumstances, by June 1st of each year. Monitors will not be eligible to utilize sick or other benefit days during the summer months.

Monitors who work during the summer shall be assigned for a minimum of four (4) hours of work on the days they work.

F. Monitors who report to work after their assigned route has departed will be sent home without pay for that portion of the work day. They are expected to report on time for the remainder of the day.

G. If a monitor reports to work and is unable to be on the regularly assigned bus run due to absence or shortage of drivers and/or mechanical problems with the bus, the Monitor may be assigned to other related work

H. The Parties have agreed to establish two classifications of employees. These shall be full-time monitors, who shall be scheduled to work a minimum of thirty-five (35) hours per week. Any benefit days (i.e., sick, personal, bereavement) will be based on a seven (7) hour work day. Part-time monitors shall be scheduled to work a minimum of twenty-five (25) hours per week. Any benefit days (i.e., sick, personal, bereavement) will be based on a five (5) hour work day. The Parties have agreed to grandfather the one (1) monitor who was previously designated "full-time" at his/her current minimum of forty (40) hours per week and this shall be his/her minimum scheduled work week for so long as he/she is employed as a monitor. There will be no other forty (40) hour minimum full-time positions besides this one grandfathered employee. The employer retains the right to determine the number of employees assigned as full time and part-time and will make such assignments on the basis of seniority.

ARTICLE IX
GENERAL

- A. All employees working twenty (20) hours or more covered under the terms of this agreement shall be entitled to all medical and life insurance benefits granted to other School Department and/or City employees working twenty (20) hours or more as authorized by the City of Worcester and/or the School Committee.

- B. 1. JUNE 4, 2010 SETTLEMENT AGREEMENT RE: SEMI ANNUAL BIDDING.

The Parties have agreed that in view of other changes to bidding processes contained in the Memorandum of Agreement dated June 16, 2011, the terms of the June 4, 2010 Settlement Agreement will no longer be operative and the Parties have abandoned the semi-annual bidding process described therein. The EAW agreed to execute an agreement whereby it promises not to initiate any grievance of the same type or substance that was settled by virtue of the June 4, 2010 Settlement Agreement.

2. The date and the time for the annual August posting meeting will be mutually arranged and will be made known by the previous June 15th. All known routes will be made available to Drivers twenty-four hours before the posting. Starting and ending times will be included when possible. Drivers may pick up written information about these routes at the Transportation Office during the afternoon of the day before the posting. Any Driver who is unable to attend this meeting shall so inform the Director of Transportation and provide the Director or Union President with a sealed written priority list of choices for bidding. The Union President and/or the Executive Secretary shall bid routes for all absent Drivers. The Director of Transportation shall have the right to modify these routes as needed during the school year and such action shall not be subject to the grievance procedure. The Director of Transportation shall notify in writing the Union President of all changes in any routes which cause an increase/decrease of one-half hour or more. Positions shall be filled on the basis of seniority and qualification. This procedure for the posting and bidding of routes would apply only to the time of the annual posting.

3. While it is preferred that Monitors are assigned to a route for the school year, the Transportation Coordinator and Assistant Transportation Coordinator have the right to reassign a monitor due to student needs. The need for said change will be temporary to the fullest extent possible. It will also be explained in writing to the EAW and the affected employee, upon request. Any reassignment of monitors will not be arbitrary or capricious.

- C. An employee who has worked for three years and who receives a written reprimand will have the opportunity to submit his/her explanation of the event and this explanation of the event shall be attached to the letter of reprimand and included in the employee's personnel file. The employee is entitled to a fair and reasonable explanation for a reprimand. The written reprimand will not be subjected to grievance procedures except where the Union claims the reprimand was done in an arbitrary and capricious manner.

The Union will be sent a copy of any written disciplinary warning that is sent to any employee of the Union. (This Paragraph Applies to Drivers Only)

- D.
 - 1. The assignment of extra runs for drivers will be based on seniority wheel. The most senior driver will be asked first if he/she wants this extra run.
 - 2. The assignment of extra runs for monitors beyond the normal work day will be assigned on the basis of seniority wheel.
 - 3. Once an employee refuses, the next most senior employee will be offered the extra run and the wheel will not turn backwards to the employee who previously refused the extra run.
- E. The Union and its members agree not to strike pursuant to Massachusetts General Laws, Chapter 150E.
- F. Pursuant to Section 12, Chapter 150E, an agency service fee shall be imposed as a condition of employment upon members of the bargaining unit who are not members of the Educational Union of Worcester, the Massachusetts Teachers Union and the National Education Union.
- G. When authorized by the Director of Transportation, if an employee is required to use his/her car for school business, he/she will be reimbursed at the current city rate per mile. (This Paragraph Applies to Drivers Only)
- H. In all cases involving the suspension or discharge of an employee, the employee will be accorded all the rights and benefits of M.G.L. c. 31 and 31A.
- I. Drivers will pick their monitors on the basis of seniority. (This shall be a pilot program for the life of the contract.)
- J. All employees must visibly display the Worcester Public School picture ID at all times when in a paid status.
- K. All drivers and monitors, who have school bus licenses and may drive a WPS school bus, must report and provide a copy of all traffic citations received, including those received off-duty from their Worcester Public Schools employment, immediately to a supervisor at the WPS school bus operations office. This must be done prior to the driver or monitor working his/her next scheduled assignment. Traffic citations must be reported regardless of whether the driver intends to appeal the citation. The final resolution of any appeals, with any supporting documentation, must also be reported immediately to a supervisor at the WPS school bus operations office.
- L. Any WPS school bus driver stopped by a law enforcement officer in a WPS school bus or other WPS vehicle must report the stop, stated reason for stop, affiliation of the law enforcement officer (WPD, State Police, etc.) and immediate outcome to a supervisor at the WPS school bus operations office immediately, regardless of whether a citation is

issued. This may be done by two-way radio or by telephone in accordance with all applicable laws and policies and must be done prior to the resumption of the driver's trip. This audio report must be made whether or not there are passengers in the vehicle at the time of the stop. A written report must be submitted immediately upon return to the WPS school bus operations office.

- M. All WPS school bus drivers must obtain a copy of their current driver record from the Registry of Motor Vehicles and deliver a copy of the full record to the Director of Transportation each year within the thirty (30) days prior to the expiration of their current school bus certificate. Drivers should obtain a receipt for the cost of this driver record and submit this receipt for reimbursement in the same manner as the request for reimbursement for the school bus certificate. The Administration agrees that it will submit such request for reimbursement to the Accounts Payable Office within ten (10) work days of receipt.

ARTICLE X **MANAGEMENT RIGHTS**

The parties hereto agree and declare that the Committee is a public body established under and with the powers provided by the laws of the Commonwealth of Massachusetts and nothing in the Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion.

ARTICLE XI **TRANSFERS RESULTING FROM REDUCTION IN FORCE**

A thru F- Applies to BUS DRIVERS only

- A. Seniority is determined by the Civil Service appointment date. Unpaid leaves of absence will not break the continuity of service, but time spent on such leaves, if more than thirty (30) working days duration, will not count as creditable service towards seniority.
- B. The Union recognizes the right of the Committee to determine the number of positions which are to be filled. When, in the judgement of the Committee, the number of positions is to be reduced, the Administration will determine the category of position in which the reduction shall occur. The two categories will be 12-month Drivers and 10-month Drivers.
- C. After the above determination is made, volunteers in the affected category will be transferred first, if such transfers are in the best interest of the school system. When there are no volunteers, the least senior person in the affected category will be transferred, unless in relation to the needs of the system, there is a demonstrated need for the background/experience/or demonstrated ability of the person.

- D. When an employee transfers from one category to another, the employee will receive pay and benefits consistent with the pay and benefits of the category into which the employee is transferring. For example, if a 12-month Driver transfers into the 10-month Driver category, the driver will receive pay and benefits consistent with the pay and benefits for 10-month Drivers as contained in the Agreement.
- E. An employee transferred pursuant to the above will have priority of transfer to vacant positions in his/her category. If there are no vacancies in his/her category, the displaced member may transfer to the position in his/her category held by the least senior in that category. The least senior member so affected may transfer to a vacancy in another category for which he/she is qualified.
- F. However, in the case of Reduction in Force, a member whose job is eliminated, may transfer into the position held by the least senior member in a category for which he/she is qualified. An employee ultimately reduced from the force through the above process, shall, for a period of one year, be given first consideration for any vacancy for which he/she is qualified.
- G. Monitors to be laid off as a result of a reduction in force shall be laid off in the order of reverse seniority. Monitors shall be a distinct category from drivers for purposes of a reduction in force, and the category shall consist of both full-time and part-time monitors.
- H. The above provisions will be revised and modified in order to comply with an Affirmative Action Plan to be adopted by the Committee for non-instructional personnel and federal and state law, provided that the Union is permitted to provide its input relative to the formation of such a plan.

ARTICLE XII

SALARY

The Parties have agreed to the following increases to all steps on the salary scales on the following dates:

For the Drivers:

- A. Effective retroactive to January 1, 2013: Two (2%) percent Increase;
- B. Effective retroactive to January 1, 2014: One (1%) percent Increase;
- C. Effective on July 1, 2014: One (1%) percent Increase;
- D. Effective on January 1, 2015: One (1%) percent Increase;
- E. Effective on July 1, 2015: One (1%) percent Increase.

For the Monitors:

- A. Effective retroactive to the 92nd day of the 2012/2013 School Year: Two (2%) percent Increase;
- B. Effective retroactive to the first day of the 2013/2014 School Year: One (1%) percent Increase;
- C. Effective retroactive to the 92nd day of the 2013/2014 School Year: One (1%) percent Increase;
- D. Effective on the first day of the 2014/2015 School Year: One (1%) percent Increase;

- E. Effective on the 92nd day of the 2014/2015 School Year: One (1%) percent Increase.

Drivers and Monitors shall be paid in accordance with the attached salary schedules, which salary schedules already reflect the above-referenced negotiated increases.

Changes to Monitors Salary Schedule. Effective on January 1, 2015, the Bus Monitors Salary Schedule shall be expanded to include a new Step 5 which shall be established at two and one-half (2.5%) percent higher than the then effective Step 4, and a new Step 6, which shall be established at two (2%) percent higher than the new Step 5. Monitors shall move to the new Step 5 effective on their next anniversary date when they have the requisite five years of service. There shall be no double steps awarded, irrespective of one's total years of service, and no employee shall be eligible to move to Step 6 during the life of this contract period (i.e. 2013 – 2015). This change is reflected in the attached Monitors' Salary Schedule.

- C. All employees shall be required to utilize direct deposit in connection with the payment of all salaries and other compensation. The School Committee and/or the City shall not be required to mail paystubs or advice of deposit, but shall distribute same in a secure manner through interoffice mail and distribution or through the employee portal. In the event that an employee does not have a bank account in which to deposit his or her salary and other compensation, that employee shall be required to pick-up his or her paycheck at the Payroll Office at the Durkin Administration Building or such other location as is designated by the School Committee and/or the City.

ARTICLE XIII **EVALUATIONS**

The evaluation of a member is designed to allow the individual to understand how his/her effort is perceived by the supervisor; allow the individual to grow in his/her role as a Bus Driver or Bus Monitor; allow for determination of the effectiveness of the employee. Employees shall be evaluated each of the first three (3) years they are employed. Following the third year, each will be evaluated every other year. The primary evaluators shall be the Coordinator of Transportation and the Assistant Coordinator of Transportation. It shall be the responsibility of the supervisor to provide any necessary suggestions for continual growth.

ARTICLE XIV **DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES**

- A. 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 it is such that it warrants termination. The Administration recognizes the right of the employee to utilize any applicable provisions of the contract 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 and the Union prior to the alcohol/drug usage reaching the stage where the alcohol and/or drug usage has a serious negative impact on his/her ability to perform his/her work responsibilities. In such cases, the Administration and the Union will support the employee to utilize accrued sick leave and/or a leave of absence in order to take affirmative steps to deal with the alcohol and/or drug issue. In order to facilitate the enforcement of this Article, the Committee shall have the right to initiate a drug/alcohol test upon reasonable suspicion that an employee is under the influence of illegal drugs or alcohol during work hours, or has consumed same during work hours. The test shall consist of a urinalysis, which shall test for alcohol and illegal drugs, and the cost of the test shall be borne by the Committee. In the event of a positive test, the employee shall have the right to secure a second test from the same laboratory, and the cost of the test shall be borne by the employee. Only in the event that the findings of the two tests are substantially inconsistent, either Party may opt for a third test and the cost of that test shall be borne by the Party electing to initiate the third test. For purposes of determining if one is under the influence of alcohol, the Parties agree that the standard utilized shall be the Federal Motor Carrier Safety Administration (FMCSA) blood alcohol concentration (BAC) level at or above which a CDL commercial motor vehicle operator who is required to have a CDL is deemed to be driving under the influence of alcohol and is subject to disqualification sanctions in the Federal regulations. At this time, the recognized FMCSA BAC disqualification level is .04%,

- B. The Committee agrees to ensure that at least two supervisors receive training in drug and alcohol use in order to be prepared to enforce the reasonable suspicion aspect of this Article. The Committee also agrees to provide training for two representatives of the Union. At the time of any meeting at which the Employer articulates its reasonable suspicion to an Employee and requests a drug test, the Employee shall be entitled to have a Union representative present 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.

ARTICLE XV **CIVIL SERVICE**

Nothing in this contract shall be in conflict with federal regulations, state regulations and civil service rules and regulations to the extent that they apply to Bus Drivers and Bus Monitors.

ARTICLE XVI **HEALTH INSURANCE**

This below cited health insurance language is subject to and conditional upon the School Committee possessing the legal right and authority to agree to said health insurance

language which is controlled by Mass. G.L. Chapter 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.

A. July 1, 2011 Changes to Health Insurance

1. Effective July 1, 2011, 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. Assumed that there will no longer be a Master Medical Plan at 60% City and 40% employee contribution.
2. 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.

B. July 1, 2006 Changes to Health Insurance (Included for Historic Context Purposes and Subsequently Amended effective on July 1, 2011)

1. Effective July 1, 2006
 - a. \$10.00 office visit co-pay for all plans; \$10/\$20/\$35 Rx co pay for all plans; and \$50 ER visit co-pay for Fallon (Blue Choice already \$50.)
 - b. The City's contribution rate for active employees hired prior to July 1, 2006 shall be set at 80% for all health plans other than Master Medical; the subscriber shall pay the remainder.
 - c. The City's contribution rate for Master Medical shall be set at 60%; the subscriber shall pay the remainder.
 - d. The City's contribution rate for active employees hired on or after July 1, 2006, for all plans other than Master Medical, shall be set at 75%; the subscriber shall pay the remainder.

C. (Former Paragraph F) 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 XVI, including those effective during the term of this Agreement and those historic changes described herein and in the Collective Bargaining Agreement for the period of January 1, 2006 through December 31, 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 Agreement for the periods of January 1, 2006 through December 31, 2008; and the applicable terms of the Memoranda of Agreement for the periods of January 1, 2009 through December 31, 2009; and January 1, 2010 through December 31, 2012, which applicable contract terms and applicable terms of the Memoranda of Agreement are incorporated by reference for the purposes of enforcing this Paragraph.

- D. (Former Paragraph G) The EAW will not initiate, pursue or finance any challenge to the health insurance changes negotiated in this contract and will notify the MTA that the EAW does not want the MTA to initiate, pursue or finance such a challenge on behalf of the EAW. This language shall not preclude a representative of the MTA or the EAW from complying with a lawfully issued subpoena so long as the representative did not initiate or bring about the issuance of the subpoena.
- E. Pursuant to the provisions of Chapter 32B, the Committee may at any time during the life of this agreement approach the Association for collective bargaining on the issue of health insurance. The Association agrees to honor such request.

ARTICLE XVII

MISCELLANEOUS

ONLY APPLIES TO BUS DRIVERS

- A The Committee agrees to pay for the CDL license fee and associated physical examination (if individual health insurance does not pay for the exam) every five years.
- B. The Committee agrees to pay for the bus driver license endorsement.
- C. The Committee agrees to pay for the annual D.T.E. School Bus License and the

accompanying annual physical. If the driver has insurance, he/she shall have the physical through his/her insurance and the Administration will reimburse the driver co-pay costs. If the driver does not have insurance, the Administration will pay the full cost of the physical.

- D. The employer shall not require employees to operate any vehicle which would not pass inspection in accordance with Massachusetts State Police standards as outlined by the Department of Public Utilities. It shall not be a violation of this Agreement when employees refuse to operate such equipment, unless such refusal is unjustified, unwarranted, or not based upon a good faith belief that the vehicle fails to meet such standards. In the event that an employee refuses to operate a vehicle pursuant to this provision, he/she shall specify the reasons for his/her refusal in writing and provide those reasons to the Director of Transportation. In the event that a vehicle is not in compliance with those standards it shall be repaired prior to being used.
- E. The Director of Transportation or his designee assigns the number of students to each bus on a daily basis. If a principal tries to add more students and the driver believes it exceeds his/her safety limits, he/she can refuse those students and must immediately contact the Director, or his designee, who will then speak to the principal and confirm or overrule the driver's decision.
- F. Reimbursements for all licenses and physicals will be paid as soon as practicable after submission of the document. Both parties agree upon what constitutes proper documentation.
- G. New busses will be assigned to Drivers based upon the seniority wheel. The employer may bypass this procedure in the event of a bona fide business reason for doing so, such as bus condition, safety concerns, etc.

ARTICLE XVIII **LONGEVITY**

- A. Drivers and Monitors who have served for at least ten (10) years as driver or monitor will be eligible to receive an annual longevity stipend according to the following schedule:

After serving ten (10) years as a Monitor or a Driver:	\$250.00
After serving fifteen (15) years as a Monitor or a Driver:	\$500.00
After serving twenty (20) years as a Monitor or a Driver:	\$750.00
After serving twenty-five (25) years as a Monitor or a Driver:	\$1000.00
After serving thirty (30) years as a Monitor or a Driver:	\$1250.00

This benefit shall begin during the second year of this Agreement (i.e., 2014) and shall be payable at the end of the 2013/2014 school year.

- B. The Parties have agreed that employee Pam Besaw will be eligible for the longevity benefit provided for above. She has not yet earned ten years as a driver or monitor, but has more than twenty (20) years of service as an employee of the Worcester Public Schools. Effective at the conclusion of the 2013/2014 school year, she shall be granted the ten (10) year longevity benefit. She will not advance to the fifteen (15) year benefit until she has served fifteen years in the position of driver or monitor. This agreement to grant her the ten (10) year longevity benefit, despite the fact that she has not served as a driver or monitor for ten (10) years, is not precedent setting and does not represent a practice of the Parties and this Agreement shall be inadmissible in any proceedings in order to establish any precedent or practice of the Parties.

ARTICLE XIX

MONITORING TECHNOLOGY

In 2014, the District and the Association agreed that the District had and may continue to install cameras and similar technology, including for example, GPS or other monitoring equipment, which may change from time to time (collectively referred to as "monitoring technology") on school busses.

The Parties have agreed that monitoring technology has various uses, which includes monitoring of student behavior, but which may also include uses related to employee performance and/or employee behavior that may result in discipline. While it is likely that the District Administration will most commonly review the information contained on or generated by the monitoring technology in response to specific complaints or concerns raised by students, parents, District Administrators, or other employees (including drivers and monitors), there may be other occasions where review of the information may occur randomly by District Administration.

If, in the context of reviewing information contained on or generated by the monitoring technology, the District Administration discovers information about which it has concerns or upon which it may base discipline, it will provide notice to the affected employee of such discovery. In addition, the District agrees to preserve any information upon which it will base potential employee discipline or upon which it will rely in connection with employee discipline and the District will make such information available to the employee who is the subject of such actual or potential discipline to review, and if so requested by the employee, shall also make it available to the EAW representative to review, subject to any limitations relating student or staff privacy as may be applicable. Where possible, the District agrees to make a copy of the information and provide it to the employee and Association upon request, again subject to any limitations relating to student or staff privacy as may be applicable.

The Association agrees that it will not pursue any grievance or arbitration on behalf of any of its members in connection with the installation of the cameras or other monitoring technology.

ARTICLE XX
DURATION

This collective bargaining agreement between the Parties includes the terms and conditions of employment for both the Drivers and the Monitors. This Agreement shall be a three year agreement for the period of January 1, 2013 through December 31, 2015.

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

For the Union:

Leonard Zalusky
L. St. Denis
Eileen Hassett
Margaret Halbowell
Patricia J. Breen
Jane C. Moore

Dated: 6-19-2014

For the School Committee:

Marion L. Bunch
John Monfredo
Deacy O'Connell
Eric B.
Hilda Bannay
John P. Bannay
Brian A. O'Connell

Dated: June 19, 2014

AIDES TO THE PHYSICALLY HANDICAPPED (Drivers)

	2%	1%	1%	1%	1%
<u>Step</u>	<u>01/01/13</u>	<u>01/01/14</u>	<u>07/01/14</u>	<u>01/01/15</u>	<u>07/01/15</u>
1	15.43	15.59	15.74	15.90	16.06
2	16.03	16.19	16.36	16.52	16.69
3	16.61	16.77	16.94	17.11	17.28
4	17.31	17.48	17.66	17.83	18.01
5	17.95	18.13	18.31	18.50	18.68
6	19.01	19.20	19.39	19.59	19.78
10 yr.	19.65	19.84	20.04	20.24	20.44
15 yr.	20.36	20.56	20.77	20.98	21.19
20 yr.	21.03	21.24	21.46	21.67	21.89

Drivers hired to work as Language Translators paid teachers' contractual hourly rate \$30- Effective 2004-05 School Year

BUS MONITORS

	2%	1%	1%	1%	1%
	2012/13	2013/14	2013/14	2014/15	2014/15
<u>Step</u>	<u>92nd day</u>	<u>1st day</u>	<u>92nd day</u>	<u>1st day</u>	<u>92nd day</u>
1	14.71	14.85	15.00	15.15	15.30
2	15.00	15.15	15.30	15.45	15.61
3	15.35	15.50	15.65	15.81	15.97
4	15.66	15.82	15.98	16.14	16.30
5	X	X	X	X	16.70
6	X	X	X	X	17.04

The City of Worcester Health Insurance Plan Choices - Effective July 1, 2011

NEW CONVENTIONAL HEALTH INSURANCE PLANS

Benefits	New FY '12 BCBS Plan **Residency out of New England	New FY '12 BCBS Plan	NEW for FY '12! The City of Worcester Advantage Plans		
Plan name	Blue Care Elect Preferred (PPO) *In-Network	Network Blue N.E. Options Plan (with Three Tiers*)	Direct	Advantage	
Deductible	\$250 Ind/\$750 Fam	\$0 (T1) \$250 Ind/\$750 Fam (T2&3)	\$200 Ind/\$600 Fam	Tier 1*	Tier 2*
Routine Physical exams	\$0	\$0	\$0	\$250 Ind/\$750 Fam	
PCP office visit	\$35	T1: \$15 T2: \$25 T3: \$35	\$15	\$0	
Specialist visit	\$35	\$35	\$25	\$15	\$20
Emergency room	\$150 waived if admitted	\$100 waived if admitted	\$100	\$25	\$30
Inpatient hospital	10% co-insurance after deductible	T1: \$150 (no deductible) T2: \$150 (after deductible) T3: \$500 (after deductible)	\$200 after deductible	\$100	
Same day surgery	\$35 office setting (no ded) \$300 after deductible in hosp or ambulatory facility	T1: \$150 (no deductible) T2: \$150 after deductible T3: \$500 (after deductible)	\$100 after deductible	\$250 after deductible	\$500 after deductible
Diagnostic services (Lab, X-ray, etc.)	10% co-insurance after deductible	T1 \$0 T2/T3 \$0 after deductible	\$0 after deductible	\$150 after deductible	\$300 after deductible
Imaging services (MRIs, PET, CAT and Nuclear Cardiology scans)	10% co-insurance after deductible	T1: \$50 hospital T2: \$50 hospital after deductible T3: \$450 hospital after deductible or \$50 non-hospital	\$50 non-hospital or \$100 hospital after deductible	\$0 after deductible	
Rx	\$10/\$25/\$45	\$10/\$25/\$45	\$10/\$25/\$45	\$50 non-hospital or \$100 hospital after deductible	
Monthly Premium	\$702.83 Ind; \$1,817.74 Fam	\$638.94 Ind; \$1,652.49 Fam	\$439.78 Ind; \$1,117.41 Fam	\$10/\$25/\$45	
Employee Monthly Contribution	\$175.71 Ind; \$454.44 Fam	\$159.74 Ind; \$413.12 Fam	\$109.95 Ind; \$279.35 Fam	\$544.17 Ind; \$1,339.12 Fam	
Employee Bi-weekly Contribution	\$81.10 Ind; \$209.74 Fam	\$73.72 Ind; \$190.67 Fam	\$50.74 Ind; \$128.93 Fam	\$136.04 Ind; \$334.78 Fam	
Employee Annual Contribution	\$2108.52 Ind; \$5453.28 Fam	\$1916.88 Ind. \$4957.44 Fam	\$1319.40 Ind; \$3352.20 Fam	\$62.79 Ind; \$154.51 Fam	
PREMIUM INCENTIVE - You will not pay any contribution during this time period for your health	NA	NA	TWO MONTHS PREMIUM FREE!	\$1632.48 Ind; \$4017.36 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).

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