

MEMORANDUM OF AGREEMENT

The Worcester School Committee and the Educational Association of Worcester on behalf of the Aides to the Physically Handicapped (Drivers), Bus Monitors (Monitors), Bus Drivers (Full-Size buses), 7D Drivers and 7D Monitors agree to the following specific modifications to the Collective Bargaining Agreement between the Parties. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement covering the period from January 1, 2013 through December 31, 2015, as amended by the Memorandum of Agreement for the period of January 1, 2016 through June 30, 2017, as further amended by the Memorandum of Agreement for the period of July 1, 2017 through June 30, 2019, and as further amended by the Memorandum of Agreement for the period of July 1, 2019 through June 30, 2021 shall remain in effect with the following amendments:

- 1. ARTICLE IX GENERAL.** Add the following specific language regarding bidding to this Article and remove outdated language.

Bidding

General

For the first two weeks of school drivers will operate their previous year's route number to allow for the anticipated number of student additions and changes during that time frame. Any driver who does not have a previous year route will be assigned an open route by the Worcester Public Schools Transportation Department Operations Office. New routes will be posted after the first two weeks of school. During the third week of school drivers will choose, by seniority within their respective categories, their route for the remainder of the school year to begin on the fourth Monday of the school year.

Routes will be posted in hard copy at the Worcester Public Schools Transportation Department Operations Office as well as on a shared Google drive to allow drivers to review all routes from any location. Routes will be removed from the on-site posting area and the Google drive as they are chosen to afford an accurate view of all remaining, available routes. All routes will be accurate at the time of posting regarding students, stops, and schools serviced. Routes are subject to change should that be required due to student overloads, timing considerations, or other issues beyond the control of the Worcester Public Schools Transportation Department.

Full-Size Bus Drivers

Bidding for Full-Size Bus routes will include all known extra work scheduled during the midday time between morning and afternoon trips (Head Start, shuttles, etc.). New extra midday work not known or available until a time after the completed bid process will be offered, by seniority, to drivers available for that complete time frame as an addition to that route. A number of routes will be designed to ensure that drivers choosing those routes will be responsible to cover extra trips scheduled for immediately after their afternoon trips.

Drivers choosing these routes must be available on any day there are extra trips scheduled. On any day that extra work is not available and the school to home routes in the afternoon do not include sufficient time to complete a driver's minimum workday guarantee, that (those) driver(s) shall remain available as a spare driver to operate additional trips as necessary.

Aides to the Physically Handicapped & Monitors

All twelve-month drivers must choose a driving midday assignment. No ten-month driver may be assigned a midday trip until/unless all twelve-month drivers have an assigned midday route and are unavailable. Any twelve-month driver for whom any part of their route is not scheduled to run, for any reason, shall be considered a "spare" driver for that time period and be available to cover any open full and/or partial route.

Drivers may be assigned a time for refueling their school bus. Monitors may not accompany the driver for refueling unless explicitly authorized in advance for each occasion.

Spare drivers in the Aides to the Physically Handicapped category shall not choose monitors at the time of route bidding.

Summer

Twelve (12) month drivers must choose a driving route. Extra routes for summer special needs transportation available after all twelve (12) month drivers have chosen their route will be offered, by seniority, to ten (10) month drivers that will be available to cover the full term of the program(s). "Spare" positions in all categories will be offered and covered, as needed, by ten (10) month drivers and monitors.

It is understood that drivers and monitors ending a school year as a team will remain together for any summer school routes. Drivers shall choose from unassigned monitors for summer school work for which their school year monitor is not working.

Extra Trips

Field trips and afterschool trips (hereafter "extra trips") not assigned to a school year route shall be covered by full-size bus drivers, except in cases of extra trips for students eligible for curb-to-curb special needs transportation. All athletic trips must be covered by drivers who chose the fourteen (14) routes designed to make those drivers available for athletic and other trips. These trips shall include all known athletic trips and other trips scheduled to be picked up between the regular high school dismissal time and 4:00 PM on Mondays through Fridays for the following week, and will be bid during a weekly meeting to be held on Friday mornings from among the fourteen (14) eligible drivers by a wheel process (first wheel). Athletic and other trips scheduled for this time frame but added on short notice after the conclusion of this weekly meeting shall be bid by continuing the wheel process until all trips are chosen. Trips that are postponed to a later date for weather or other reasons shall remain with the original driver (if s/he chooses) on the rescheduled date and shall not count as a choice for that driver for bidding purposes during the week the trip is operated.

A second wheel will be created to include all full-size bus drivers for the purpose of bidding all known trips for the following week. Any nighttime or weekend trips not bid by the fourteen (14) drivers who chose routes designed to accommodate athletic or trips scheduled between regular high school dismissal and 4:00 PM shall be included for bid on this wheel.

A third wheel will include all full-size bus drivers for the purpose of bidding trips added on short notice after the conclusion of the regular bid on the second wheel.

Additional compensation for extra trips and athletic trips shall be based upon the number of hours spent by the driver beyond the driver's daily minimum guaranteed hours.

Compensation for such additional time shall be at the driver's regular rate unless overtime eligible.

Full-size bus drivers assigned to a home-to-school and/or school-to-home route must complete all trips assigned to that route in order to be considered available to bid on extra trips. School routes will not be split and/or broken up to accommodate drivers wishing to bid available extra trips. For the purposes of eligibility and availability to bid extra trips, full-size bus drivers assigned or choosing a "spare" route during the route bidding process shall be considered to be eligible to bid extra trips beginning at 4:00 PM, or after, on scheduled full school days. A list of potentially eligible drivers for extra trips will be maintained and available for inspection in the Worcester Public Schools Transportation Department Operations Office. Extra trips will be posted on a bid board and emailed to each full-size bus driver's Worcester Public Schools email address. Extra trips will be assigned on a rotating seniority "wheel" basis by Monday morning for all known trips for the current bid week (Monday through Sunday) in order to afford equal opportunity to all full-size bus drivers for available extra work. Drivers will be required to fill out a bid selection form with order of preference and submit to the Worcester Public Schools Transportation Department Operations Office by end of day Friday. Drivers may authorize a proxy to fill out and submit a bid form in their absence. Failure to submit a bid form by end of day Friday will result in forfeiture of the right to claim work in that bid cycle. Once chosen, drivers may not swap extra trips assigned through the "wheel" process. On second wheel work, it is possible that multiple afterschool trips with sufficient time between dismissals may be combined into a single "trip" to be bid as one. In order to facilitate this process, the District has agreed to increase the number of available computers, laptops, and/or Chromebooks at the Worcester Public Schools Transportation Department Operations Office with an objective of providing a total of ten such devices.

The second and third "wheels" shall be independent of each other and are expected to be at differing levels on the driver seniority list more often than not.

The various wheels will be visible, in the Worcester Public Schools Transportation Department Operations Office in a convenient location accessible to all employees.

The District agrees to provide the Association with access to a shared drive where all driver assignments can be viewed in real time.

It is anticipated that extra trips may be canceled or postponed for any reason, including but not limited to adverse weather conditions, after a trip has been bid and awarded. The affected driver(s) will be notified of any cancellation(s) and/or postponement(s) as soon as possible. Extra trips that are rescheduled shall be rebid for the new week during which they are scheduled. Drivers that chose extra trips that are canceled or postponed and rescheduled during the same week for which they were bid shall retain the right to retain that trip, if they are not already scheduled to operate an extra trip for that date. If the driver has bid another trip for that date, the postponed trip shall be bid through the second "wheel" process. Drivers that are notified of a cancellation or postponement more than two (2) hours in advance of a trip scheduled to be picked up immediately after school, or a late afternoon or a non-school day shall not be eligible for any compensation. Notifications of less than two (2) hours shall entitle the affected driver(s) to be compensated for two (2) hours.

Full-size bus drivers will be responsible to complete all work as bid. Any driver failing to complete the full work as bid ("Book Off") shall be liable for forfeiture of their next turn(s) in the bidding "wheel" according to the following schedule:

"Book Off"

Forfeit

More than 24 hours before scheduled pickup

(First occurrence within 90 days)

N/A

More than 24 hours before scheduled pickup

(Second or more times within 90 days)

Pass one time on the first "wheel"

Less than 24 hours before scheduled pickup

(First occurrence within 90 days)

Pass one time on each "wheel"

Less than 24 hours before scheduled pickup

(Second or more times within 90 days)

**One calendar week (7 days) bid forfeit
for extra trips**

Three or more "book off" within 90 days

**Two calendar weeks (14 days) bid forfeit
for extra trips**

Five or more "book off" within 90 days

**Bid and route forfeit for 2 calendar
months. Driver will be able to give
written request to resume the route. Any
additional failures to notify will cause
immediate loss of route for the
remainder of the school year.**

Drivers for all extra trips (in or out of the City) must remain at the venue with their school bus available to use as shelter, unless otherwise advised by the transportation operations office. In circumstances when the driver is not required to remain on-site for an event, the driver must remain available at the school bus operations office to return to the venue at any time. The driver must return to the venue and be available for pickup of the group/team a minimum of fifteen (15) minutes prior to the scheduled pickup time. It is understood that the Worcester Public Schools Transportation Department does not control the scheduling of extra trips or the length of trips. As a result of this drivers may be assigned to trips of varying lengths, depending on the work available at the time of their eligibility to bid on the "wheel."

On rare occasions the Worcester Public Schools Transportation Department may be required to split extra trips and/or regularly scheduled school to home routes in order to cover extra trips. This shall be an exception and shall not constitute a regular practice and shall not be considered a means for drivers to become eligible for extra trips scheduled during all or part of their school to home route responsibilities.

In all cases Worcester Public Schools Transportation Department supervisors or designees reserve the right to reassign drivers and/or swap trips between routes temporarily or permanently if it is in the best interest of the students being served and/or to protect a driver/monitor. This clause will not be used excessively, in order to minimize disruption.

2. **ARTICLE IX GENERAL.** Section F. Replace this section as follows and remove any other references to agency fee anywhere else throughout the Collective Bargaining Agreement:

"The Committee agrees to have dues deducted by the Treasurer of the City of Worcester from the Drivers' and Monitors' salaries money for MTA, NEA, and EAW services and programs as said Drivers and Monitors individually and voluntarily authorize the committee to deduct and to transmit the monies in one lump sum promptly to said Association. It is expressly understood that deductions which a Driver or Monitor may authorize the Committee to take from his/her earnings will be deducted in thirty (30) equal installments from thirty (30) paychecks received by said Driver or Monitor during the school year. The number of deductions is subject to the approval of the Treasurer of the City of Worcester."

3. **ARTICLE IX GENERAL.** Add the following language to this Article:

"Drivers and monitors must adhere to the following dress code: Head coverings such as scarves, durags, hair wraps, cultural and religious headwear are permissible. Clothing should include: Top (shirt, blouse, sweater, tank) Bottom (pants, shorts, skirt, dress) Footwear (Safe footwear, per Department of Transportation regulations, must be worn during the work day). Clothing should provide appropriate body coverage. Bareback, midriff and lowcut shirts are not permitted. In addition, attire that reveals undergarments, and garments that are made of see-through materials (mesh, sheer fabrics) without a blouse/shirt underneath are not allowed. Clothing must cover undergarments when sitting, standing or bending. Safe footwear must be worn. Clothing and jewelry shall be free of graphics/images that are obscene, violent, vulgar, sexist, racist and/or promote the use of illegal drugs/alcohol/ tobacco and cause disorder or disrupt the educational process. Apparel that is gang, violence and/or cult related is not permitted. Employees may wear hooded sweatshirts or shirts but may not wear the hoods up or covering their heads or faces in the building or on school property."

4. **ARTICLE IX GENERAL.** Section J. Add the following language to the end of this section:

"All employees must wear high visibility safety vests issued by Worcester Public Schools at all times while in a paid status and/or while outside any building Worcester Public School building, including the Worcester Public Schools Transportation Department Operations Office, and including all parking areas. Employees are permitted to temporarily remove the vests as necessary when conditions necessitate, such as during bathroom breaks. The District agrees that it will endeavor to have the Worcester Public Schools logo added to the high visibility safety vests when possible. The District also agrees that in the event of purchases of future supplies of vests, it will explore alternative colors including black/gray."

5. **ARTICLE IX GENERAL. DRIVERS' or MONITORS' CHILDREN ON BUSES:** Add a new section to this Article providing as follows;

“Subject to space availability on the vehicle, and any other student specific needs and limitations, the children of a driver or monitor may ride the bus with them, or on a bus with another driver upon that driver’s agreement, during work hours so long as the driver or monitor signs a liability waiver finalized and agreed upon by both parties, which waiver document must be approved by the Office of the City Solicitor. This waiver will be available by August 15, 2022. The provisions of this Article are intended to apply only during actual transportation hours.”

6. **ARTICLE XII SALARY.** The Parties have agreed to the following wage increase on the following date to all steps on the salary scales (or to the single rate) applicable to the 12 Month Aides to the Physically Handicapped, the 10 Month Aides to the Physically Handicapped, the 10 Month Monitors, the 10 Month Full-Size Bus Drivers, the 7D Van Drivers and the 7D Van Monitors:

- a. Effective retroactive to July 1, 2021: Two (2%) Percent Increase.

All of the salary increases are reflected in the salary scales attached hereto as Exhibit A.

7. **ARTICLE XII SALARY.** The Parties have agreed to the following specific wage increases for the following groups effective on July 1, 2022:

- a. 12 Month Aides to the Physically Handicapped: All steps on the salary scale shall be increased by three (3%) percent. In addition, the current steps 10, 15 and 20 shall be renumbered as steps 7, 8, and 9. Advancement to steps 7, 8, and 9 shall be limited to those employees with the requisite years of service to warrant such step placement. No employee will be allowed to move more than one step in a year.
- b. 10 Month Aides to the Physically Handicapped: The hourly rate for all employees in this classification shall be increased to \$30.00 per hour.
- c. 10 Month Full-Size Bus Drivers: The hourly rate for all employees in this classification shall be increased to \$30.00 per hour.
- d. 10 Month Monitors: The salary scale shall be replaced by a single hourly rate which is \$19.77. This hourly rate reflects the increase to the prior year’s top step increased by three (3%) percent.
- e. 7D Van Drivers: The hourly rate for all employees in this classification shall be increased by three (3%) percent.

- f. **7D Van Monitors:** 7D Van Monitors will be compensated at the hourly rate of \$19.77.

All of the salary increases and establishment of hourly rates are reflected in the salary scales attached hereto as Exhibit A.

8. **MITIGATION PAYMENTS.** In recognition of certain necessary but targeted wage adjustments that do not impact on 12 Month Aides to the Physically Handicapped and 10 Month Monitors, the Parties have agreed to the following one-time mitigation payments to the following affected employee classifications:

12 Month Aides to the Physically Handicapped: Effective on July 1, 2022, employees in this classification and who were on Step 20 during the 2021/2022 school year, will receive a one-time mitigation payment of \$1,000.00. Effective on July 1, 2022, employees in this classification who were on Steps 10 and 15 during the 2021/2022 school year will receive a one-time mitigation payment of \$750.00. Effective on July 1, 2022, all other employees in this classification who were on Steps 1 through 6 during the 2021/2022 school year, will receive a one-time mitigation payment of \$500.00. These payments shall be subject to all applicable taxes and withholdings.

- a. **10 Month Monitors:** Effective on July 1, 2022, all employees in this classification who were on Step 6 during the 2021/2022 school year, will receive a one-time mitigation payment of \$1,000.00. Effective on July 1, 2022, all other employees in this classification who were on Steps 1 through 5 during the 2021/2022 school year will receive a one-time mitigation payment of \$500.00. These payments shall be subject to all applicable taxes and withholdings.

9. **SUPPLEMENTAL EARNINGS PROGRAM.** The Parties have agreed to establish a supplemental earnings program (hereinafter, the "SEP") available to 12 Month Aides to the Physically Handicapped, 10 Month Aides to the Physically Handicapped, 10 Month Full-Size Bus Drivers, and 10 Month Monitors which will provide opportunity for supplemental earnings to these employees tied to regular attendance. This serves the employer's purposes by incentivizing regular attendance, which will ensure reliable student transportation. It also serves the employees' interests by providing an additional source of income. The SEP's maximum amount of supplemental income available each year would be as follows:

- a. **12 Month Aides to the Physically Handicapped, 10 Month Aides to the Physically Handicapped and 10 Month Full-Size Bus Drivers:** Five Thousand Dollars (\$5,000.00); and
- b. **10 Month Monitors:** Three Thousand Dollars (\$3,000.00).

The SEP will be based upon an employee's attendance for the prior period of July 1st through June 30th during the student school year and will be paid out in eight equal installments beginning in July and based on normal payroll frequency. The first payments will not begin until July of 2023 and will be based upon attendance for the period of July 1, 2022 through June 30, 2023. The payment will be based upon a per diem amount equal to the total maximum benefit amount divided by 180 days. Employees will receive the per diem amount for each full day of the student school year that the employee actually worked (i.e., \$5,000/180 x student days worked (drivers); \$3,000/180 x student days worked (monitors)).

10. ARTICLE XX DURATION. The Parties have agreed to a collective bargaining agreement duration of two years from July 1, 2021 through June 30, 2023.

11. SIDE LETTER OF AGREEMENT – December 11, 2018. Replace this with language in the CBA that authorizes crossovers from the various driver groups (i.e., aides to the physically handicapped; full-size bus drivers; and 7D drivers) and guaranteeing wages being paid at the applicable higher rate as between their regular rate and the rate applicable to the category in which they are substituting. Upon a fully merged collective bargaining agreement being agreed upon and signed by all parties, the side letter of agreement shall cease to be in effect.

12. SETTLEMENT OF GRIEVANCE ARBITRATION and UNFAIR LABOR PRACTICE CHARGE. The Parties have agreed that upon execution of this Memorandum of Agreement by all Parties and its ratification, each of the incumbent Full-Size Bus Drivers will receive a one-time payment in the amount of \$358.00 in settlement of all claims relative to the loss of opportunities to perform sports and other charter routes. Such payments shall be made as soon as practicable after ratification and shall be subject to applicable taxes and withholdings. Within ten (10) days of the issuance of the payments identified in this Paragraph, the EAW shall take all steps necessary to dismiss with prejudice the arbitration pending before the American Arbitration Association, known and numbered as *Educational Association of Worcester, Inc. and Worcester School Committee, AAA Case No. 01-22-0001-9262*. In addition, within ten (10) days of the issuance of the payments identified in this Paragraph, the EAW shall take all steps necessary to dismiss with prejudice the charge pending before the Department of Labor Relations, known and numbered as *Education Association of Worcester and Worcester School Committee, DLR Case No. MUP-22-9188*. The Parties agree to execute a Settlement Agreement separate from this Memorandum of Agreement to memorialize the settlement terms.

13. INCLUSION OF LANGUAGE REGARDING ATHLETIC TRIPS AND CHARTER ROUTES. The Parties have agreed to include language in this Collective Bargaining Agreement providing as follows: "The District is committed to providing opportunities for its drivers to work athletic routes and other charter routes which are paid for by Worcester Public Schools as opposed to private pay groups. To that end, to the extent that such routes can be legally operated by Worcester Public Schools drivers and to the extent that the District is not impacted by a shortage of staff employed by the Worcester Public Schools, every effort will be made to make such routes available to Worcester Public Schools drivers.

14. Integrated Contract Document. The Parties agree that in the event of a ratification of this Memorandum of Agreement by all Parties, the Parties will cooperate in the preparation of a fully integrated collective bargaining agreement reflecting the changes contained in this Memorandum of Agreement as well as those contained in the Memoranda of Agreement for the periods of January 1, 2016 through June 30, 2017, July 1, 2017 through June 30, 2019, and July 1, 2019 through June 30, 2021, as well as any housekeeping changes which are mutually agreed to by the Parties.

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

For the Union:

Roger Neugebauer
S.D.C.
Lina M. Mansfield
James Mansfield
Rosa M. Hoff Miller
John P. Hill
Y. Y. R. Yung
Dated: 6/25/22

For the School Committee:

John P. Hill
John P. Hill
Lisa O'Connell Beck
Y. Y. R. Yung
Debra M. Mulvaney
Rosa Mansfield
Molly O'McCabe
Dated:

WORCESTER PUBLIC SCHOOLS

Special Education Drivers - Aides to Physically Handicapped (12 Month)			
	2%		3%
STEP	07/01/21	STEP	07/01/22
1	\$18.09	1	\$18.63
2	\$18.80	2	\$19.36
3	\$19.46	3	\$20.04
4	\$20.28	4	\$20.89
5	\$21.04	5	\$21.67
6	\$22.28	6	\$22.95
10 yr	\$23.02	7	\$23.71
15 yr	\$23.86	8	\$24.58
20 yr	\$24.66	9	\$25.39

10 Month Drivers		
	2%	3%
	07/01/21	07/01/22
Full Size Bus Drivers	\$24.05	\$30.00
Mid Size Bus Drivers	\$26.19	\$30.00

Bus Monitors		
	2%	3%
STEP	07/01/21	07/01/22
1	\$17.23	N/A
2	\$17.59	N/A
3	\$17.99	N/A
4	\$18.35	N/A
5	\$18.81	N/A
6	\$19.19	\$19.77

7D Drivers		
	2%	3%
STEP	07/01/21	07/01/22
1	\$21.42	\$22.06

*Longevity	2013-2014
after 10 Years	\$250
after 15 Years	\$500
after 20 Years	\$750
after 25 Years	\$1,000
after 30 Years	\$1,250

***Paid at End of Year**