

CONTRACT

BETWEEN

AFSCME, LOCAL 245 (BUS UNIT)

AND

**ESSEX NORTH SHORE
AGRICULTURAL & TECHNICAL
SCHOOL DISTRICT**

(JULY 1, 2021 – JUNE 30, 2024)

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ARTICLE 1

RECOGNITION

A. Recognition

The Essex North Shore Agricultural and Technical School District (the "District") recognizes the Union, AFSCME Local 245 ("Bus Unit") as the exclusive representative of the Unit certified by the Massachusetts Department of Labor Relations for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for those employed in the following positions: all full-time and regular part-time school bus drivers, but excluding transportation supervisor, dispatcher, bus mechanic, substitutes and all managerial, confidential, casual, and all other employees of the School District.

B. Scope

This Agreement includes all of the agreements reached by the parties respecting all matters pertaining to wages, hours and other conditions of employment of part-time and full-time employees covered by this contract. However, any matter not mentioned in this contract or any matter for which specific directions are not set forth herein or which is not specifically delegated, shall be reserved for decision by the District in its sole discretion. All regularly scheduled employees for less than twelve (12) hours per week, or who are temporary or seasonal, are casual employees for the purposes of this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

Unless an express, specific provision of this Agreement clearly provides otherwise, the District and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the functions in which bargaining unit personnel are employed.

By the way of example, but not limitation, management retains the following rights: to determine the mission, budget and policy of the Unit and the District; to determine the organization of each Unit and the District, and the number types or grades of employees assigned to a department, office, shift, building, work project or task; to determine whether work will be performed by bargaining unit personnel or outside contractors regardless of whether such work was formerly performed by such personnel, regardless of whether such work was formerly performed by such personnel; to determine the policies and practices and make all determinations involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to determine the equipment to be used, and clothing to be worn in the performance of duty; to establish qualifications for ability to perform work in jobs, ranks, classes or ratings, including physical, intellectual and mental health qualifications; to create and amend job descriptions; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to carry out its responsibilities in situations of emergency; to enforce existing rules, regulations and policies and to add to or modify regulations as management deems appropriate; to discharge, suspend, demote or take other disciplinary action against employees;

require an employee to participate in a fitness for duty examination; and, to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct.

The failure to exercise any management right shall not be deemed a waiver. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to any further bargaining obligation or to the grievance and arbitration provisions of this Agreement.

ARTICLE 3 **NO STRIKES**

Neither the Union nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in, aid or condone, whether directly or indirectly, any strike, sit down, stay-in, slowdown, work stoppage, withholding of services or other interference with delivery of services, or resort for relief to any forms of self-help or other direct or indirect action which would have the effect of depriving the District of contractual services during the term of this Agreement. The District agrees that during the term of the Agreement it will not lockout any of the employees covered by this Agreement.

The District may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of this Article. Any discipline under this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

The District retains the right to pursue directly any and all remedies it may have at law or in equity in the event of a violation of this Article, or seeking relief at the Department of Labor Relations. The Union agrees that injunctive relief shall be an appropriate remedy in the event of a violation of this Article.

ARTICLE 4 **GRIEVANCE PROCEDURE**

The parties are encouraged to engage in informal resolution of disputes by discussing a dispute with the Superintendent-Director or designee, prior to the filing of a grievance.

The purpose of this procedure shall be to settle all disputes or alleged grievances of members of the Union or the school district as quickly as possible

The term "grievance", for the purpose of this Agreement, shall mean a claimed violation of a specific provision of this Agreement.

All grievances filed at Step 1 and 2 of the grievance procedure shall specify:

- a. the particular contract article and section alleged to have been violated;
- b. the facts supporting each alleged violation in reasonable detail;
- c. the date each act or omission violating the Agreement is alleged to have occurred; and

- d. the remedy sought for each alleged contract violation.
- e. The Union agrees that evidence or allegations not raised at or before the Step III of the grievance procedure may not be raised for the first time at arbitration.

In general, letters concerning performance issues issued by the District are grievable up to Step 3. In such a case, the employee's sole remedy shall be to submit a rebuttal to the letter which will be kept with the file copy of the letter. Such a rebuttal must be submitted within 10 days of the date that the letter is delivered.

The following matters shall not be subject to grievance arbitration under this Agreement:

- a. any matter involving the exercise of discretion accorded management under this agreement;
- b. disputes over alleged unlawful discrimination;
- c. layoff or reassignment for non-disciplinary reasons, if the District provides the Union with an opportunity to meet prior to a layoff or reassignment; and
- d. any incident which occurred or failed to occur prior to the effective date of this Agreement.

Step I: The matter shall first be presented to the Transportation Director within ten (10) calendar days of the occurrence giving rise to the grievance, who shall within ten (10) calendar days, give his answer in writing. If such answer does not resolve the grievance, it may proceed to the next step.

Step II: The matter shall first be presented to the Director of Business Operations within ten (10) calendar days of the occurrence giving rise to the grievance, who shall within ten (10) calendar days, give their answer in writing. If such answer does not resolve the grievance, it may proceed to the next step.

Step III: Within ten (10) calendar days from receiving the answer from the Director of Business Operations, the grievance shall be presented in writing to the Superintendent-Director. Within ten (10) calendar days of the receipt of the Superintendent-Director's grievance answer, then either party may submit the matter to arbitration at the American Arbitration Association within ten (10) calendar days.

Should an employee elect to pursue any statutory arbitration remedy, including arbitration under M.G.L. c. 71, §42D, such arbitration shall be subject to the standards set forth in this Agreement. In no event shall there be more than one arbitration proceeding relating to the same transaction or occurrence.

The American Arbitration Association shall be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the said American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by both parties. The hearing locale shall be at the School District, unless otherwise agreed by the parties.

The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he/she shall have no power to rule shall be referred back to the parties without decision and with reasons thereof, unless the parties shall mutually agree to give the arbitrator the authority to decide whether the matter is arbitrable under the terms of the contract. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. A dispute that was not raised in the grievance may not be raised in arbitration.

The arbitrator shall be without power to make any decision in conflict with the laws of the Commonwealth of Massachusetts. The decision of the arbitrator shall be final and binding on both parties.

If any event occurred or failed to occur outside of the effective dates of this Agreement, it shall not be subject to any grievance nor shall the arbitrator have the power to make any decision concerning such a matter.

ARTICLE 5

WORK ASSIGNMENTS AND VACANCIES

1. An employee may express a preference on route assignments, subject to final determination by the Superintendent-Director.
2. A complete package of routes for each bus, complete with passenger lists, shall be distributed in advance of the first day of school, when feasible.
3. Bus routes are set by the Transportation Director and will be adhered to at all times, as conditions permit. Although drivers may suggest changes, only the transportation supervisor, Superintendent-Director or designee can approve changes.
4. All postings will include the routes, hours of work and days. Vacancies for all positions will be posted for a minimum of seven calendar days, unless the school district determines the position needs to be filled immediately. An employee interested in applying for the vacancy should submit a letter of interest in writing prior to the close of the posting period. The vacancy shall be filled on the basis of qualifications. All vacancies shall be posted with the route and times. The Superintendent-Director shall make the final determination in filling vacancies based on the driver's qualifications, experience and availability.

Where qualifications and experience of the applicants are relatively equal as determined by the Superintendent-Director, then seniority shall prevail. The filling of all route assignments and vacancies shall not be subject to arbitration and may be grieved only up to Step 3 of the grievance procedure.

5. Additional Driving Assignments. Additional driving assignments (e.g., 5:45 pm late bus runs and partnership runs) will be posted prior to or at the beginning of each school year for bid, or in the event that a route becomes vacant during the school year it shall be posted at the time of the vacancy. Partnership routes shall be contingent on availability

from year to year. All other additional driving assignments, including sports runs, field trips, and other additional assignments will be posted for bid two weeks in advance.

All additional driving assignments will be awarded equitably based on a driver's qualifications, experience, and availability. Where such factors are equal, the Superintendent-Director or designee shall make the final determination based on a driver's seniority. Where seniority is equal, the Superintendent-Director or designee shall make the final decision.

Any additional driving assignment shall be subject to final approval by the Superintendent-Director or designee based on the best interests of the District. The Superintendent-Director or designee shall have the discretion to remove or reassign drivers from additional assignments based upon poor performance, disciplinary issues, and/or operational need. The Superintendent-Director or designee shall also have the discretion to reduce a driver's hours of work on additional assignments to ensure that such assignments are awarded in an equitable manner.

Any decision regarding assignments pursuant this section shall not be subject to arbitration procedures and may be grieved only up to the Superintendent-Director's level of the grievance procedure.

ARTICLE 6

HOURS OF WORK AND PAY PERIODS

1. Employees shall be paid bi-weekly. Employees shall be required to enroll with direct deposit to a bank of their choosing.
2. The work year of employees covered by this Agreement will be set by the District prior to the start of the school year, without restriction by any provisions of this Agreement. The work year for drivers will be not less than the number of student days in the school year.
3. All employees covered by this Agreement will be paid only for the number of hours actually worked, unless provided otherwise by this Agreement. The daily schedule will be determined by the District and include a pre-trip and post-trip inspection of a total of fifteen minutes.

The daily starting and dismissal time for each employee will be scheduled by the District. The District retains the right to change starting and ending times with reasonable notice to the employee where practicable.

4. Training. All drivers will be required to participate in training provided by the District. A minimum of ten hours of training shall be scheduled on two of the teachers' professional development days, as determined by the District. All drivers shall be paid at straight time, unless he/she has worked more than 40 hours in that particular week.

5. Overtime. All employees will be compensated at a rate of time and one-half for hours worked in excess of forty (40) hours in a week in accordance with the Fair Labor Standards Act.

ARTICLE 7

PERSONNEL FILE OF EMPLOYEES

The District shall comply with the Personnel Records Statute, M.G.L. c. 149, §52C prior to placing any documentation in an employee's personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its content, but merely signifies that the employee has read the material to be filed.

The employee shall have the right to file a response to any material put in his personnel file. The response shall also be included in the personnel file.

The District shall provide the Union with access to the employee's personnel file, upon receipt of written permission from the employee. The Union shall pay for the copying costs of the employee's personnel file.

ARTICLE 8

REDUCTION IN FORCE

When, in the District's judgment, it is necessary to reduce and/or lay off an employee, the District shall consider ability, qualifications, work performance, seniority and experience in determining which employees will be retained in the positions that remain.

ARTICLE 9

SUBCONTRACTING WORK

The District reserves the right to subcontract out work performed by the bargaining unit.

In the case of subcontracting of the work that will result in the layoff of bargaining unit members, the District will provide ninety (90) calendar days' notice and an opportunity to meet to discuss the impact of the layoff, except in cases of emergencies.

In any of the situations listed below, the District may subcontract work without notice to the Union:

- a. Emergencies and Vacancies: Where the Superintendent-Director or designee determines that an emergency requires the use of outside contractors in order to get the work done quickly and there is insufficient number drivers or equipment.
- b. Vacancy: Where there is a vacancy caused by the departure of an employee and another bargaining unit member is not available to perform the work, the school district may hire temporary employees or contractors while a vacancy is filled.

- c. Special Skills and Abilities: Where the Superintendent-Director or designee determines that work similar to work done by unit members, due to the size of the job or other factors means that it would be more efficiently handled by contractors with special skills, abilities, and/or equipment.
- d. Overflow: where the amount of work in the time available exceeds the ability of qualified bargaining unit members to complete it.
- e. No Impact on Unit Size: Where in any situation other than the above the Superintendent-Director or designee determines that contracting out will not foreseeably result in layoffs.

ARTICLE 10 **SICK LEAVE**

1. Accrual. Employees shall accrue four days of sick leave pro-rated based on number of hours an employee regularly works on a daily basis:

6 hours a day - 24 hours of sick time
5 hours a day - 20 hours of sick time
4 hours a day - 16 hours of sick time
3 hours a day - 12 hours of sick time

Employees can only use sick leave in increments equal to the number of hours regularly worked.

Employees may carry sick days from year to year, but will not accumulate sick leave beyond a total of thirty (30) days. Employees will not accrue sick leave while on any type of leave in excess of 30 calendar days.

2. Sick Leave Grant. The Superintendent-Director or designee, in their sole discretion, may grant additional sick leave days to an employee with or without compensation, provided that any grant of sick leave pursuant to this provision shall not create precedent for future cases. The decision to grant or not to grant sick leave pursuant to this provision shall not be subject to the grievance or arbitration procedures of this Agreement.
3. Procedure. Where an employee has an illness requiring the use of a sick day, the employee must provide advance notice to the transportation supervisor in accordance with District policies.
4. Medical Certification. The District may require an employee to provide medical certification of the need for sick leave under the following conditions:
 - a. Where the employee has been absent for more than three (3) consecutive days or for more than five (5) days during the school year;
 - b. Employee is on an extended medical leave;

- c. Request is contemplated by statute if FMLA eligible; or
 - d. District suspects sick leave abuse based on specific facts
5. Fitness for Duty. The District may refer an employee for an evaluation, if the district has concerns regarding an employee's fitness for duty. The employee will be placed on paid administrative leave pending the results of the fitness for duty. The employee is required to fully cooperate with the evaluation, including providing any information relevant to the determination of fitness of duty. The District shall pay the cost of the evaluation. If the employee is determined to be not fit for duty, the district reserves the right to place the employee on unpaid leave or utilize sick leave if available, pending further action and may be separated from employment.

ARTICLE 11

LEAVES OF ABSENCE

- A. Bereavement Leave. An employee shall be allowed three (3) days off with pay immediately following the death of an immediate family member. Immediate family members include spouse, parent, child, sibling, grandparent or grandchild. Additional days may be granted at the sole discretion of the Superintendent-Director or designee.
- B. Military Leave. An employee shall be allowed military leave in accordance with state and federal law.
- C. Family and Medical Leave Act. Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked 1250 hours in the last twelve months in accordance with the FMLA.

The employee shall be eligible to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA"). The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows unto 26 weeks of leave in a single 12-month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

The SNLA is a state law that provides up to 24 hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employees child, a transporting an employee's child to routine medical or dental appointments, or transporting an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. In the

event that an employee qualifies for FMLA or SNLA leave, the District has the right to designate sick or other leave as FMLA or SNLA leave. The District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Family and Medical leave shall be granted in accordance with applicable state and federal laws, and School district policy. Leaves under the FMLA and MPLA will run concurrently.

- D. Jury Duty. Employees required to perform jury duty shall receive leave with pay for up to three days in accordance with state law. The employee will be paid her/his regular compensation without interruption.

Should the employee's regular per diem salary be less than the jury compensation, the employee has the option to receive such compensation instead of regular pay, provided that written notice of such option is given by the employee to the Director of Business Operations prior to the first pay period affected, so that payroll actions may be suspended until such time as written notice is again provided by the employee to the Director of Business Operations that his/her jury service has ended.

- E. Unpaid Leave of Absence. An employee may submit a request for an unpaid leave of absence to the Superintendent-Director. The Superintendent-Director or designee retains exclusive discretion in approving or denying the request. In no event, shall the leave of absence exceed one year.

Any denial of a request for leave of absence shall not subject to the grievance-arbitration procedure. If the request for leave of absence is approved, the employee shall be responsible for 100% of health insurance premiums.

ARTICLE 12

HEALTH INSURANCE

All employees who regularly work more than twenty (20) hours per week shall be eligible to participate in the group health, life and dental insurance plans available to other employees of the District. Every employee covered by this agreement shall be entitled to the same group insurance benefits as other District employees, based upon the programs, contribution rates and benefit terms then in effect.

Notwithstanding any other provisions of the parties' collective bargaining agreement, including without limitation those related to health insurance, the District has the right to make changes to health insurance without incurring any bargaining obligation, including but not limited to changes under the provisions of c. 69 of the Acts of 2011, amending M.G.L. c. 32B (the "Health Insurance Reform Statute").

ARTICLE 13

INTRODUCTORY PERIOD

Each new employee will be required to complete an introductory period during which time the District shall have the unqualified right to dismiss such new employee without being subject to the grievance arbitration procedure

The length of the introductory period shall be one-hundred thirty-five (135) working days from the commencement of employment, excluding days not worked due to absence from illness or injury, leaves of absence, layoffs, and other absences from work. The introductory period may be extended at the Superintendent-Director's discretion, after advising the Union.

ARTICLE 14

LICENSE REQUIREMENTS

All bus drivers are required to maintain all appropriate licenses as a condition of employment, including but not limited to a Commercial Driver's License ("CDL") and School Bus Driver's Certificate issued by the Department of Public Utilities.

Failure to maintain all necessary licensures and certificates will result in dismissal. Such dismissal shall not be subject to the grievance and arbitration procedure.

Any employee whose license or school bus driver's certificate is suspended or expired shall be required to immediately report the status of their license to their immediate supervisor within one business day of the qualifying event.

ARTICLE 15

DRUG AND ALCOHOL POLICY

A. Policy

1. The District and the Union acknowledge the strong commitment of the District to its employees to provide a safe workplace and to establish programs promoting high standards of employee health. The goal of this policy is to establish and maintain a work environment that is free from the effects of alcohol and drug use. The District and the Union further acknowledge that employees impaired by drugs and alcohol pose a danger to their fellow employees and to students and impair their own health and safety. The parties also recognize that bus drivers are role models for students and must behave accordingly.
2. The following conduct shall constitute offenses under this section:
 - a. The possession, use, transfer, manufacture, or sale of any illegal drug.
 - b. The possession or use of alcohol during working hours, or at any District events involving students.
 - c. Reporting to work after consuming or impaired by drugs or alcohol.

- d. Providing drugs or alcohol to minors.
3. For the purposes of this Article, prohibited drugs include all substances identified as controlled substances by state or federal laws or regulations. Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this section and may be illegal.
4. A bus driver who is taking a controlled substance under a valid prescription must check with his or her physician to ensure that the medication will not interfere with the bus driver's ability to work safely and efficiently. Bus Drivers must advise the District if any medication is likely to have an impact on the safe and efficient performance of the job. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

B. Screening

All bus drivers will be subject to Drug and Alcohol screening in accordance with federal law and regulations.

1. The Union and the District agree that pre-employment, post-accident, reasonable suspicion and random drug/alcohol testing will be conducted in accordance with applicable federal regulations. In order to promote full confidence in the fairness of the testing, the following procedures will be followed.
2. The testing pool will be made up of all CDL holders and will be subject to random testing, in accordance with Federal Department of Transportation regulations.
3. All drug testing records maintained by the school district will be kept separate from regular personnel files and be maintained in the strictest confidence. No test results for any employee will be shown or released to any third party, except on a need-to-know basis as determined by the district.
4. In the event an employee tests positive for controlled substances and/or alcohol, the employee will be immediately removed from service and will be subject to discipline up to and including dismissal.
5. Random testing schedules will be set in accordance with operational needs, however the District will make every effort to schedule such testing in a manner which will result in the least possible disruption of employees' personal schedules, appointments, etc. Any employee who refuses to submit to a required test will be subject to discharge.
6. An employee is required to notify the District if arrested, cited, indicted, or charged with any motor vehicle infraction or criminal violation for any drug or alcohol related

offense within two calendar days and in any event prior to reporting to work, whichever occurs first. Violation of this provision will result in dismissal.

7. When the District has reason to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the District will direct the employee to promptly report for a drug and/or alcohol test.
8. A failure or refusal to submit to testing or refusal to cooperate with the testing laboratory shall result in dismissal.

ARTICLE 16 **INCIDENT REPORTING REQUIREMENT**

Bus drivers will immediately report verbally and in writing all cases of physical assault or disorderly conduct suffered or observed by the driver in connection with their employment. This signed written report shall be submitted to the Transportation Supervisor within one day of the incident.

The Transportation Supervisor or designee, and the employee who was subject to the assault will meet to review the incident and to discuss preventative measures. Bus drivers are required to cooperate fully with any investigation of any incident involving the bus.

ARTICLE 17 **UNION BULLETIN BOARD**

The District agrees to provide a bulletin board in a conspicuous place, for the Union to post information related to union business. The Union will not post any inappropriate or unprofessional information on the bulletin board.

ARTICLE 18 **DISCIPLINE**

The District may take disciplinary action when in the judgment of the district, the interests so require. In the case of suspension without pay or dismissal from employment of employees who have completed the probationary period, the following procedures shall apply:

1. The employee will be given a written notice of the reasons for the contemplated discipline.
2. The employee will be given an opportunity to have a hearing before the Superintendent or designee, at which the employee may be represented by the Union or an attorney at no cost to the District. At the hearing, the employee may present witnesses or evidence for the District's consideration and cross examine witnesses presented by the School district.
3. The Superintendent-Director or designee will issue a written decision after the hearing.

4. The District will provide the Union with notice of the disciplinary hearing if requested by the employee.

No employee who has completed their introductory period, shall be suspended or discharged without just cause.

ARTICLE 19

UNION STEWARDS AND UNION BUSINESS

The names of all Union officials shall be furnished in writing to the District immediately after his/her designation.

The District agrees to permit Union representative to enter the school district after prior notice and approval by the Superintendent-Director for meeting with employees, outside of their regularly scheduled hours.

One Union steward shall be permitted time off with pay for the attendance at discipline hearings, arbitration hearings or hearings before the Department of Labor Relations related to the administration of the collective bargaining agreement, subject to the approval of the Superintendent or designee. The Union shall be permitted time off without pay to investigate grievances subject to approval of the Superintendent-Director or designee.

The Union may be provided paid Union business leave during regularly scheduled work hours to deal with a time sensitive issue, as determined by the Superintendent-Director.

The Union shall have the right to meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than thirty (30) minutes, not later than ten (10) calendar days after the date of hire during new employee orientation or, if the employer does not conduct new employee orientation, at an individual or group meeting.

ARTICLE 20

NON-DISCRIMINATION

Neither the District nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, sex, sexual orientation, genetic information, disability, ancestry, or veteran status. The grievance and arbitration procedures shall not be applicable to any alleged violations of this provision of the Agreement.

ARTICLE 21

HOLIDAYS

The following holidays shall be provided to all bargaining unit members:

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Martin Luther King Day
Good Friday (only if school is not in session)
Memorial Day

Good Friday shall be a paid holiday under the terms of this Agreement whenever the District is not in session that day.

- a. In order to be eligible for holiday pay an employee must work his or her scheduled workday before and his or her scheduled workday after the designated holiday, and the holiday must fall during their regularly scheduled work week.
- b. If the employee is absent on the scheduled work day before or scheduled work day after the holiday due to a bona fide extended illness or injury and the employee submits medical certification acceptable to the District that he or she was incapacitated from work on that day, the District may grant the holiday pay. The District shall not be arbitrary or capricious in making decisions on holiday pay under this paragraph.
- c. Probationary employees shall not be eligible for holiday pay.

ARTICLE 22

UNION DUES AND AGENCY FEE

A. Payroll Deduction. The District agrees to payroll deduction of dues for bargaining unit members, who so authorize in writing, upon receipt of a signed dues check off form. The Union shall indemnify, defend and hold the District harmless of and from any liability, costs, fees or expenses resulting from the application or enforcement of this provision of the Agreement. The District does not by this provision agree to abide by the specific terms of the authorization form used by the Union.

B. Agency Fee

1. Subject to the terms and conditions state and federal laws, regulations and judicial rulings, bargaining unit employees who do not choose to be members of the Union, may elect in writing to pay an agency service fee in an amount equal to the amount required to become a member and remain a member in good standing of the Union, provided the Union complies with any required procedures imposed by law.

2. The District agrees that the agency fee may be collected through payroll deduction, upon proof of the required documentation from the Union.
 3. The District will advise the employee in writing of their obligations under this provision upon request by the Union.
 4. The Union shall save harmless and indemnify the district from any judgments, damages and legal fees arising out of compliance with the provision, provided that the District will agree to an attorney selected by the Union to represent the District against any and all claims made and against any lawsuit initiated against the District on account of this provision. However, the District may provide co-counsel in such actions at its expense.
- C. Federal Court Rulings. The provisions of this Article of the Agreement shall be construed in harmony with Federal Court rulings pertaining to the legality and constitutionality of agency fee provisions, with conflicts resolved in favor of following federal law as determined by the courts.
- D. PEOPLE/COPE Deduction. The District agrees to deduct from the wages of any employee who is a bargaining unit member a PEOPLE deduction as provided for in a written authorization executed by the employee. Such authorization may be revoked by the employee at any time by giving written notice to both the District and the Union. The District agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 23

SAFETY COMMITTEE

A safety committee comprising of up to two bargaining unit members and two members of the school district will meet at mutually agreed upon times to discuss safety concerns, outside of the bargaining unit members regularly scheduled work day. Meetings of the safety committee shall be without pay.

ARTICLE 24

WAGES

1. Wage schedules applicable to the bargaining unit are set forth in Appendix A.
2. The Superintendent-Director retains the right to determine what step a new employee shall initially be placed on the salary schedule.
3. All bargaining unit members shall advance one step on the salary schedule every July 1, provided the driver has been employed for at least ninety (90) school days during the year.

4. The rate for shuttling buses for fueling is \$16.00/hour for actual time worked (no minimum).
5. Wages for drivers are based upon a Route Rate that is calculated by multiplying the driver's hourly rate by the Route Time determined by the District prior to the start of each school year.
6. Route times will be determined by the transportation office and made available to drivers prior to the start of the school year. Route times are intended to reflect the average amount of time a route will take a driver to complete, including fifteen (15) minutes of additional time as may be needed for relief or refreshment. A driver, or the Union, may appeal a Route Time that a driver feels is insufficient, via the Director of Business Operations to the Superintendent-Director, whose decision shall be final, and not subject to the grievance procedure.
7. Deviations from the precise route time will not result in an increase or decrease of pay. In the event of an unusual delay, a driver will be compensated for additional time spent. The driver must demonstrate good cause for additional time and must report the circumstances verbally and in writing immediately upon completion of the route.

ARTICLE 25

ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, the Union and District had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the duration of this Agreement, voluntarily and unqualifiedly waives the right and agrees that the District shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 26

STABILITY OF AGREEMENT

1. No agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or the employees covered by this Agreement shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

2. The failure of the District to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the District to future performance of any such term or condition and the obligation of the Union to such future performance shall continue in full force and effect.
3. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the District.
4. Should any provision of this agreement be found to be invalid by operation of law or by a court of competent jurisdiction, all other provisions of this agreement shall remain in effect.

ARTICLE 27

DENTAL INSURANCE

Dental Insurance will be made available to eligible employees, provided that employees pay premium costs as indicated below. The District's share of premium costs applies to the lowest cost plan made available to employees in the stated year. Employees are responsible for the balance of the premium costs, through payroll deduction. If a higher cost insurance plan is available, an employee may elect that plan, but the employer's share of the premium cost will remain the dollar value calculated based on the employer's percentage share of the lowest cost plan, which means that the employee's percentage contribution will be higher for the higher cost plan than for the lowest cost plan.

Effective July 1, 2021, the District will pay ten-percent (10%) of the premium applicable to the lowest cost plan made available to employees.

Effective July 1, 2022, the District will pay zero percent (0%) of the premium applicable to the lowest cost plan made available to employees.

Effective July 1, 2023, the District will pay zero percent (0%) of the premium applicable to the lowest cost plan made available employees.

ARTICLE 28

UNIFORMS

Employees who are furnished uniforms shall be responsible for wearing them while on duty and for keeping them clean and serviceable to the best of their ability. Uniform items should not be worn off duty, other than when commuting. All other employees are responsible for keeping a neat and professional appearance when on the job. The District reserves the right to alter prescribed uniforms to best meet the needs of the District.

Uniforms will be issued to employees either directly or through a purchasing system determined by the District.

Bus drivers shall be provided 1 hat and 3 shirts every school year. A fleece or sweatshirt and one all-weather jacket shall be provided every two school years. The District will reimburse a driver up to \$50 for the cost of suitable work footwear once during the term of this Agreement.

ARTICLE 29

EXTRA WORK ASSIGNMENTS

The District and Union agree to a working group to discuss the posting and assignment of all additional assignments performed for the District, in accordance with Article 5. This working group agrees to meet whenever either party deems it necessary. If the parties are not able to resolve any disputes regarding the posting and assignment of a specific assignment, the Union may grieve the matter up to the Superintendent-Director's level, but it shall not be subject to arbitration.

ARTICLE 30

RECRUITMENT

The District agrees to provide a one-time referral bonus of \$200 to any bargaining unit member who recruits any new bus driver, provided both the current bargaining unit member and new bus driver are employed by the District for one complete school year from the start date of the new hire.

ARTICLE 31

LICENSE AND DOT PHYSICAL REQUIREMENT

The District agrees to reimburse new drivers during their first year of employment and work for the District for a minimum of ninety (90) school days, up to a total of \$215 for the School Bus Certificate and DOT physical.

The District agrees to reimburse any current bus drivers up to a total of \$200 for the School Bus Certificate and DOT physical.

All drivers shall be eligible for \$75 reimbursement for their Commercial Driver's License once every five years, provided the driver has worked for the District for a minimum of 90 school days. In order to be eligible for reimbursement, all documentation for expenses shall be submitted within forty-five (45) calendar days to the Director of Business Operations office.

ARTICLE 32

GPS

The District, in its sole discretion, has the right to implement Global Positioning System ("GPS") technology, on any and all school buses and to promulgate such policies as it deems necessary related to the use of said technology. This shall include the right to use this technology for any purpose, including monitoring employees' location, activities and performance, and disciplining employees.

ARTICLE 33
DURATION

This Agreement shall be in effect from July 1, 2021, until June 30, 2024. Thereafter, this agreement shall remain in effect until either party gives to the other not less than sixty (60) days written notice of its desire to modify this Agreement.

The parties hereby execute this Agreement, which is subject to the terms and conditions stated above, and subject to ratification and funding as outlined by M.G.L. c. 150E. This Agreement shall not be implemented unless the parties have ratified and fully executed the agreement.

**Essex North Shore Agricultural &
Technical School District**

By: Mark B. Strout
Mark B. Strout, Chairperson
Marblehead

Wayne P. Marquis
Wayne P. Marquis, Vice Chair
Danvers

Beverley Ann Griffin Dunne
Beverley Ann Griffin Dunne, Secretary
Peabody

Paul Manzo
Paul Manzo, Beverly

Paul Worth
Paul Worth, Boxford

Alva Ingaharro
Alva Ingaharro, Essex

Valerie H. Gilman
Valerie H. Gilman, Gloucester

William C. Lannon III
William C. Lannon, III, Hamilton

AFSCME, Local 245 (Bus Unit)

By: Shawn Coppinger
Shawn Coppinger, President

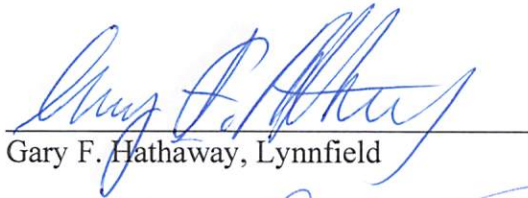
Debbie Campbell
Debbie Campbell, Past President

Nicholas Zeroulis
Nicholas Zeroulis, Chief Steward

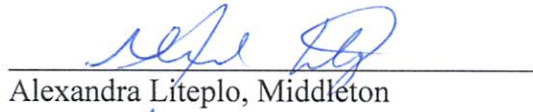
AFSCME Council 93

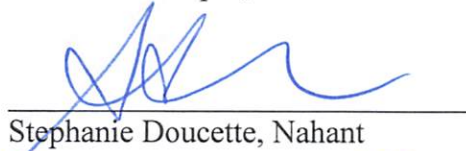
Michael Fiorentino
Michael Fiorentino, Staff Representative


2/10/2024
Date

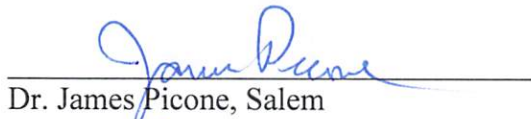

Gary F. Hathaway, Lynnfield

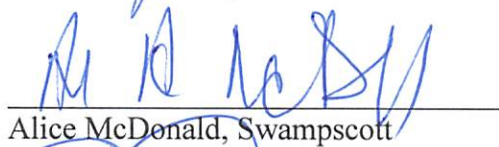

Jeffrey Delaney, Manchester-by-the-Sea

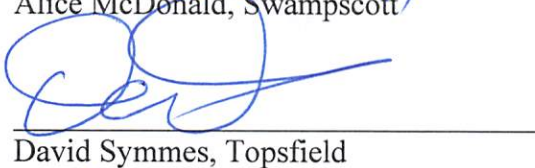

Alexandra Liteplo, Middleton

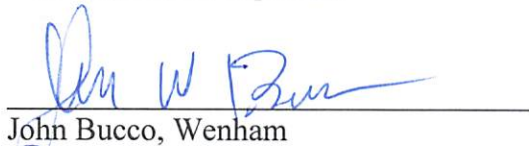

Stephanie Doucette, Nahant



Bruce Perkins, Rockport


Dr. James Picone, Salem

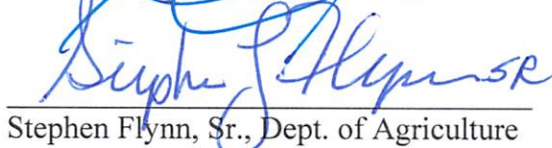

Alice McDonald, Swampscott


David Symmes, Topsfield


John Bucco, Wenham


James P. O'Brien, Dept. of Agriculture


Francis A. Di Luna, Dept. of Agriculture


Stephen Flynn, Sr., Dept. of Agriculture

2-10-2022
Date

APPENDIX A: WAGES

<u>Step</u>	<u>Hourly Rate</u>	2%	2%	2%
	<u>FY 21-6/30/2021</u>	<u>FY 22-7/1/2021</u>	<u>FY 23-7/1/2022</u>	<u>FY 24-7/1/2023</u>
1	19.53	19.92	20.32	20.73
2	20.13	20.53	20.94	21.36
3	20.75	21.17	21.59	22.02
4	21.18	21.60	22.04	22.48
5	21.62	22.05	22.49	22.94
6	22.05	22.49	22.94	23.40
7	22.49	22.94	23.40	23.87
8	22.94	23.40	23.87	24.34
9	23.39	23.86	24.33	24.82
10	23.86	24.34	24.82	25.32
11	24.34	24.83	25.32	25.83
12	24.82	25.32	25.82	26.34
13	25.32	25.83	26.34	26.87
14	25.83	26.35	26.87	27.41
15	26.34	26.87	27.40	27.95
16	26.81	27.35	27.89	28.45
17	27.27	27.82	28.37	28.94

*Pay rates for fueling as provided for in Article 24, Section 4 shall increase by COLA (Cost of Living Adjustment)

All salary adjustments shall be effective in the first full pay period following the date indicated.