

AGREEMENT  
BETWEEN THE  
PITTSFIELD SCHOOL COMMITTEE  
AND THE  
PITTSFIELD BUS DRIVERS' & ATTENDANTS'  
UNIT, PITTSFIELD FEDERATION OF SCHOOL  
EMPLOYEES, LOCAL 1315, AFT, AFT-MASS,  
AFL-CIO

SEPTEMBER 1, 2009 – AUGUST 31, 2010

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**AGREEMENT**

This Agreement entered into between the School Committee of the City of Pittsfield, Massachusetts (hereinafter referred to as the "Employer"), and the Pittsfield Bus Drivers Union - Pittsfield Federation of School Employees, Local 1315, AFT, AFL-CIO (hereinafter referred to as the "Federation") this 1st day of September, 2009.

**ARTICLE I**

**RECOGNITION AND DEFINITIONS**

**A. Recognition**

The Employer recognizes the Pittsfield Federation of School Employees, Local 1315, AFT, AFT-Mass, AFL-CIO as the sole and exclusive bargaining agent on questions of wages, hours and other conditions of employment for all school bus drivers and bus attendants employed by the Pittsfield School Committee excluding all other employees.

**B. Definitions**

1. The term "Federation," as used in this Agreement, refers to the Pittsfield Bus Drivers Union - Pittsfield Federation of School Employees, Local 1315, AFT, AFT-Mass, AFL-CIO.
2. The term "Employee," as used in this Agreement, refers to a person employed by the Committee in the bargaining unit as described in Article I. Whenever the term "employee" is used in a particular Article or Section of this Agreement, the terms of that Article or Section shall apply to both school bus drivers and to school bus attendants.
3. The term "Driver," as used in this Agreement, refers to a person employed by the Committee as a school bus driver. Whenever the term "Driver" is used in a

- particular Article or Section of this Agreement, the terms of that Article or Section shall apply only to school bus drivers and not to school bus attendants.
4. The term "Attendant," as used in this Agreement, refers to a person employed by the Committee as a school bus attendant. Whenever the term "Attendant" is used in a particular Article or Section of this Agreement, the terms of that Article or Section shall apply only to school bus attendants and not to school bus drivers.
  5. The terms "Committee" and "Employer," as used in this Agreement, refer to the Pittsfield School Committee.
  6. The term "parties," as used in this Agreement, refers to the Committee and the Federation as participants in this Agreement.
  7. The term "Federation Representative," as used in this Agreement, refers to any official designee of the Federation.
  8. A "permanent employee" is one who has been appointed to the position by the Superintendent.
  9. An "intermittent employee" is a person who works on an as needed basis.
  10. A "Mid-day Run," or "Mid-day Route," is a route that has been posted as a mid-day route, which occurs between the hours of 9:00 a.m. and 1:30 p.m., and which is bid on and awarded in accordance with Article III, Section 5 of the contract.

Whenever the singular is used in this Agreement, it is to include the plural. Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

**Section 1. Definitions**

- A. A "grievance" is a complaint that there has been a violation, misinterpretation, or misapplication of this Agreement or any amendment or supplement thereto.
- B. A "grievant" on any issue covered by the terms of this Agreement is any employee, group of employees having a common grievance, or the FEDERATION.
- C. A "party of interest" is a grievant, witness, person, group of persons or organization who might be required to take action or against whom action might be taken in order to resolve the grievance.

**Section 2. Procedures**

**A. Level One: (Immediate Superior Level)**

- 1. A grievant will first discuss a complaint with the immediate superior directly, together with or through a FEDERATION representative if the grievant so desires, with the objective of resolving the matter informally.
- 2. If the grievance is not resolved informally, the grievant may submit directly, together with or through the FEDERATION, a written grievance to the Director or Director's designee or to the immediate superior of the grievant. Within ten (10) calendar days after receiving the grievance, the Director or Director's designee or immediate superior shall communicate her/his decision in writing.

**B. Level Two: (Superintendent Level)**

1. The decision of the Director or Director's designee or the immediate superior may be appealed in writing by the aggrieved directly, together with or through the FEDERATION to the Superintendent of Schools or his designated representative within ten (10) calendar days after the decision of the Director or Director's designee or immediate superior has been received by the aggrieved.
2. The Superintendent of Schools or his designated representative shall meet with the aggrieved directly, together with or through a FEDERATION representative within ten (10) calendar days after receipt of the appeal.
3. If the Superintendent of Schools and the grievant satisfactorily resolve the grievance, the Superintendent of Schools shall submit his decision in writing within ten (10) calendar days.

**C. Level Three: (School Committee Level)**

1. If the grievance is not resolved at Level Two the grievance may be appealed in writing to the School Committee within ten (10) calendar days after the decision has been received by the aggrieved and the FEDERATION.
2. The School Committee or the Negotiating Subcommittee of the School Committee shall meet with the grievant and the FEDERATION representative in executive session within fifteen (15) calendar days of receipt of the appeal.
3. The School Committee shall communicate its decision in writing within fifteen (15) calendar days of the meeting with the grievant and the FEDERATION representative.

**D. Level Four: (Arbitration)**

1. If the grievance is not settled at Level Three and the FEDERATION determines the grievance is meritorious, it may file for Arbitration. If the FEDERATION files for Arbitration, it shall notify the Committee within thirty (30) calendar days of the decision at Level Three. The filing of a written demand for Arbitration with the AMERICAN ARBITRATION ASSOCIATION shall be the method of notifying the COMMITTEE of the FEDERATION'S intent to appeal. The date postmarked on the envelope containing the AMERICAN ARBITRATION ASSOCIATION demand shall be deemed the date of filing.
2. The arbitrator so selected will confer with representatives of the School Committee and the FEDERATION and hold hearings promptly, and will issue his decision not later than twenty (20) days from the date of the close of the hearings; or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator shall be without power or authority to extend beyond the submission agreement, or to add to, delete from, modify or alter the terms of this agreement. The decision of the arbitrator shall be submitted to the School Committee and to the FEDERATION and shall be final and binding.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the FEDERATION provided, however, a party who cancels or postpones a hearing without the required notice to the

AMERICAN ARBITRATION ASSOCIATION or the Arbitrator shall pay the full cost of any fees of the AMERICAN ARBITRATION ASSOCIATION and/or the Arbitrator.

If the COMMITTEE claims the FEDERATION has violated any provisions of Article IV, the No Strike Clause, it may present such claim to the FEDERATION, in writing, and if the parties fail to settle the matter within ten (10) calendar days, the COMMITTEE may submit the dispute to arbitration under the provisions of Level Four of this Article.

### **Section 3. General Provisions**

- A. Representation: Any "party of interest" may be represented at any level of this procedure by a person of his own choosing, except that a grievant may not be represented by an officer or a representative of any organization other than the FEDERATION. Whenever a grievant is not represented by the FEDERATION, the FEDERATION shall be given five (5) days prior notice of a hearing, have the right to be present and to state its views at all levels of this procedure. The FEDERATION shall have the right to appeal the disposition of a grievance if such disposition is alleged to be a violation of this Agreement.
- B. Timeliness: In order for a grievance to be timely, it must be filed in writing within thirty (30) days after the occurrence or knowledge of the situation, condition, or action giving rise to the grievance.

Failure of a grievant to file in writing a complaint within thirty (30) days or to proceed to the next step as provided in the procedures shall cause the grievance to be deemed to have been waived. Failure of the COMMITTEE and/or its agents to respond as provided in the procedures at any step shall constitute a

denial of the grievance and the grievant shall have the right to proceed to the next step in the procedure.

Any time limits specified in the Article may be extended only by mutual agreement of both parties reduced to writing.

- C. No Reprisal: The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate disposition of such grievance, shall not be recorded in the employee's file nor in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such employee or employees who participate in any way in the grievance procedure be subjected to reprisal for having processed a grievance.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request that all such documents, communications and records be included in his personnel file.

- D. At arbitration, the grievant and the School Committee shall have the following rights:

1. To be present at the hearing;
2. To hear testimony;
3. To give testimony;
4. To call others to give testimony;
5. To question whether personally or through a FEDERATION or COMMITTEE representative, any person giving testimony.

- E. Except in cases of arbitration hearing, grievances shall ordinarily be processed at times that do not disrupt the educational programs in the schools or interfere with the employees' responsibilities.

- If grievances are processed during the school day by mutual agreement of the parties, then released time shall be provided to all parties of interest without loss of pay or benefits.
- F. Time Limits: Time limits expressed in this procedure shall be considered maxima and may be extended by mutual agreement.
  - G. Nothing herein shall require the FEDERATION to process a grievance through arbitration.
  - H. Grievances shall be initiated at the administrative level giving rise to the grievance. If the administrator determines that the grievance has been improperly filed at his level, he/she shall so notify the grievant.  
The original filing shall be valid for timeliness as provided in the various levels of the grievance process.
  - I. Class or group grievances involving more than one grievant shall identify the class affected by the grievance at Level One of the grievance procedure.
  - J. At a School Committee grievance hearing, the FEDERATION and/or the employee shall have the right to fully present their position regarding the grievance, including the right to speak on their own behalf, to have FEDERATION representation and to produce support for their position through documents or other persons.

### ARTICLE III

#### SENIORITY, ASSIGNMENTS, VACANCIES AND TRANSFERS

##### Section 1. Seniority

The date an employee is hired shall be established as a "service" date only, and shall be applicable to the salary schedule. It is agreed that this "service" date does not establish "seniority" as governed by Civil Service Law (M.G.L. c. 31, §15D.)

Effective September 1, 1991, seniority will be established by the date of assignment as a permanent route driver and attendant. The date of assignment becomes the seniority date for bidding for route assignments.

An updated Civil Service List and "Service" List will be provided to the Federation on the first day of school. The Federation will have fifteen (15) calendar days to submit a written challenge to the Civil Service List and/or the "Service" List. If no written challenge is filed within fifteen (15) calendar days, the Civil Service List and the "Service" List shall be final and not subject to challenge except that, if there are any new hires after the expiration of the fifteen (15) day challenge period, challenges may be made with regard only to those new employees for up to fifteen (15) days after the Federation has received written notice of the placement of these employees on the seniority list.

It shall be the responsibility of the Employer to forward the name and address of each new employee to the Federation within five (5) working days after appointment by the School Committee.

## **Section 2. Charter Assignments**

Drivers may bid on runs for Charter Work from an alphabetically established list. Bidding would continue until the list is exhausted and return to the top of the list for further bidding. The Manager of Bus Operations has the option to reject bids for assignments that would make the driver or attendant eligible for compensation at the rate of time and one half. Substituting for bids on runs for interscholastic events may be permitted at the discretion of the Manager of Bus Operations.

In the event that a run for an interscholastic event is cancelled and the Employer is not able to telephone the employee's residence regarding the cancellation prior to the Employee reporting to the terminal, the Employer shall, at its option, provide the employee

with either two (2) hours of pay or two (2) hours of alternate work within the employee's job description and the next available charter.

Normally, charter assignments will be assigned by 9:00 a.m. on Thursday for charters that are known for the following Friday, Saturday, Sunday, and Monday. All charters that are known for the following Tuesday, Wednesday, and Thursday will be assigned by 9:00 a.m. on Monday. Subsequent charters must be assigned by 3:30 p.m. on the day before said charter run. In the event that a charter is turned in or received after 3:30 p.m. on the day before, or is received and assigned on the same day, the charter will be treated as an addition, and drivers that cannot accept the addition will not lose their place in the rotation.

Any driver who turns in a charter after 2:00 p.m. on the day before an event will not be awarded a charter on the next rotation.

The Employer shall make written directions available for drivers of each out of county charter and the drivers shall be required to follow the assigned route unless specifically authorized to deviate therefrom.

Notwithstanding any other provisions of this Agreement, the following rates of compensation are established for all Charter and Athletic assignments.

#### **Regular**

	<u>9/1/06-9/30/07</u>	<u>10/1/07-8/31/08</u>	<u>9/1/08-8/31/09</u>
City	\$50.46	\$51.97	\$53.53
County	70.66	72.78	74.96
Other	102.07	105.13	108.28

#### **Sundays & Holidays**

	<u>9/1/06-9/30/07</u>	<u>10/1/07-8/31/08</u>	<u>9/1/08-8/31/09</u>
City	\$75.72	\$77.99	\$80.33
County	105.88	109.06	112.33
Other	153.11	157.70	162.43

In the event that a driver must work extended time where the charter rate would be less than their hourly rate, he/she will be paid their hourly rate for that charter.

Drivers who select an afternoon Charter assignment which begins prior to completion of the driver's regular afternoon run, and who are required to perform any part of their regular afternoon run, will be entitled only to his/her regular rate of pay for hours actually worked.

Overnight charters will be treated as additions. All pertinent information including the amount to be paid to the driver for that particular charter will be posted.

Charters that are one hundred and twenty-five (125) miles or more one-way receive a \$50.00 premium. Charters into Boston or New York City receive a \$75.00 premium (note: this amount is not in addition to the amount listed in the preceding sentence). Neither of the above amounts applies to trips which involve a one-way drop or a one-way pickup.

### **Section 3. Daily Program Transportation**

A rotation list established alphabetically by date of service will be used for Daily Program Runs.

The program list will begin each week with the name at the top of the list. Programs will be assigned on the first day of school each week and continue until the last day of that week. If the program list is exhausted before the end of the week, programs will be assigned by returning to the top of the list.

A Program Run is any bus run which is initiated and completed between the hours of 9:00 A.M. and 1:30 P.M.

If a driver is notified of a program on the same day that program is scheduled, then that driver has a right to refuse said program and not lose his/her place on the program

rotation list. If a program is cancelled the driver will be assigned the next available program.

Drivers will not be eligible for a program if it interferes with a previous assignment.

Programs assigned to a driver who subsequently finds that he/she cannot complete the program must turn in the program before 12:00 noon on the day before the event. Any driver who turns in a program after 12:00 noon will lose their turn on the program list.

Any program turned in by a driver must be awarded to the next available driver by 1:00 p.m. or said program becomes an addition.

Two five (5) hour Program Runs may be subject to the Initial Route Assignment bidding outlined in Section 4. These drivers will be guaranteed five (5) hours. When not driving, program driver can be used to perform garage assignments.

All drivers will be paid continuous time from the start of a Program Run to its ultimate completion. Program Drivers will call in to the Manager of Bus Operations to make themselves available for additional duties as required between drop off time and pick up time.

#### **Section 4. Initial Route Assignments**

A list established alphabetically by date of seniority will be used for Initial Route Assignments and Special Program Runs. Drivers will bid prior to each school year until all Initial Route Assignments and Special Program Runs are exhausted. The remaining drivers will be assigned as spare drivers. No driver will automatically be guaranteed his last year's assignment.

Initial Route assignments as posted, published in the newspaper or otherwise publicized will be given to drivers two (2) full days prior to bidding if possible.

All information known to the Committee at the time of initial bids where it is known or anticipated that additional routes may be added will also be posted. This information

will include all athletic practice runs and late runs known at the time of Initial Route Assignment.

Dates and times for bidding of initial route assignments for the school year will be given to employees on the day of orientation. Dates and times for bidding of initial route assignments for the summer will be given to eligible employees two days prior to bidding.

Employees must bid within their fifteen (15) minute scheduled time frame. Employees who are not present at his/her scheduled bidding time will be by-passed and bidding will continue until all employees have bid. The bidding process will then be final and not subject to challenge. Any employee unable to be present at bidding may provide another employee written permission to bid for him/her. This written permission must be presented to the Director of Bus Operations in time to bid in the absent employee's scheduled time frame

All remaining bids will be assigned to eligible drivers at the discretion of the Director.

The bidding process will be monitored by Union Representatives and the Director. The Scheduler of Bus Routes will be available to address questions concerning routes.

Routes and time schedules may commence twenty (20) minutes before or extend twenty (20) minutes beyond the Initial Route Assignments for the following scheduled programs:

1. Gifted and Talented
2. Athletic Practice
3. Teenage Parent Program
4. Title 1
5. Head Start Program
6. SPED Integrated Programs
7. Y.M.C.A., Girl's Club, Boy's Club and other daycare programs
8. Vocational Programs
9. B.C.C. Program
10. Work Study Programs
11. Increases or decreases in student enrollment
12. Road construction and bridge repairs

13. The addition of temporary or permanent hazardous transportation by the School Committee
14. Where the purchase of ticket transportation on bus passes was larger than anticipated
15. Where the timing of routes proved to be unrealistic
16. New unanticipated programs
17. Any school district changes that affect transportation

All routes bid in September (or August) for the school year shall be for the duration of the school year or for its posted duration unless the route is eliminated or the need for transportation ends, in which case, the employee will be offered alternate work.

The Director of Bus Operations may, in an emergency, require a driver or bus attendant to cover a run other than his/her assigned route. This does not include charter runs.

Attendants shall be granted the right to bid on initial route assignments. When ability and qualifications are relatively equal, seniority shall prevail in bidding on initial route assignments.

### **Section 5. Mid-Day Runs**

Drivers and attendants assigned to Mid-Day Runs at the end of each school year will have preferential bidding rights on all Mid-Day route assignments for the duration of this Agreement. No driver will be allowed to bid on a mid-day run unless he or she is working both an a.m. and p.m. run.

Any break in service by an employee on this list which hereof in service is not the result of pregnancy, illness, approved leaves of absence or accidental injury and which break in service continues for more than thirty (30) days discontinues that employee's preferential bidding rights.

Any driver who is currently grandfathered for a mid-day run who chooses to bid on a spare board slot could do so and remain grandfathered for mid-day runs with the stipulation that the driver could not return to a mid-day run for the remainder of the school

year unless one was currently available. The driver would maintain his or her standing on the grandfathered mid-day seniority list.

Upon the vacancy of a Mid-Day route, the particular Mid-Day Route shall be posted for a period of ten (10) working days, if possible. In case of emergency, the senior spare driver shall do that route for the ten (10) days. After ten (10) days the route shall be awarded to the most senior grandfathered driver or attendant and then in turn to the most senior driver or attendant who bids on the route.

### **Section 6. Summer Routes**

Summer routes will be posted as soon as possible after June 1 when information on these routes is available. The routes shall be subject to a bidding procedure and given to the most senior drivers and attendants.

All drivers and attendants who are awarded a summer route package may not bid on any non-driving work that precludes them from fulfilling any portion of their assigned route.

Employees bidding on and awarded a summer route must be available to perform the required duties of the route at all times except in a case of an emergency at the employer's discretion.

Drivers who successfully bid on Summer Routes will be paid two (2) hours to learn each new package of summer routes.

The day after school gets out shall start the summer work and the summer driver shall drive the route until the first day of school in September or for its posted duration. If the need for the route no longer exists or the route is eliminated, the employee will be offered alternate work.

Summer route drivers will be awarded July 4th as a paid holiday in accordance with Article XV of this contract.

Any charter assignment between the last scheduled day of school and the first scheduled day of school shall be assigned in accordance with Article III, Section 2. Only summer drivers currently working are eligible for inclusion on the list. Summer program runs should be assigned to eligible summer route drivers in accordance with Article III, Section 3.

### **Section 7. Spare Drivers**

Spare drivers will be assigned at the discretion of the Director of Bus Operations. There shall be no required reassignment if a subsequent route becomes available. Two Spare drivers will be guaranteed six and one fourth (6 1/4) hours per day. When not driving spare drivers can be required to perform other assignments.

The first two replacements for Mid-Day assignments for absent drivers will be the lesser spare driver first, then the most senior spare driver.

### **Section 8. Non-Driving Work**

On occasion extra work is needed in School Bus Operations unrelated to driving a school bus. The work includes vehicle repair and maintenance, fueling vehicles, training new drivers or attendants, timing routes, repairing damaged seats, installing seat belts, cleaning offices and toilets or delivering school mail.

If a driver or attendant is used to do this work, the work will be posted and given to the most senior driver or attendant who applies under the following conditions:

1. the driver or attendant can complete the work during the time period specified.
2. the driver or attendant is qualified to do the work.
3. the driver or attendant can do the work without it resulting in the payment of overtime.

A list shall be posted two weeks prior to the end of the school year for all summer months of June, July, and August.

If an attendant performs non-driving work equal to a driver, he or she will be paid on the same pay schedule as the driver.

### **Section 9. Vacancies**

Whenever a vacancy arises, it shall be posted within five (5) working days for five (5) working days, and the position shall be filled by the most senior driver or attendant who applies for the position.

If no permanent driver or attendant applies for the vacancy, it will be filled by the intermittent driver with the longest length of service who wishes to fill the vacancy.

### **Section 10. Probationary Period**

No permanently appointed driver receiving beginner's rate of pay may be allowed to bid on any program or charter work during his or her first one hundred (100) working days of employment unless another driver with one hundred (100) working days or more of service is not available.

No permanently appointed intermittent driver may be allowed to bid on charter work unless that driver has had one hundred (100) consecutive days of employment which includes at least three hundred (300) hours of work during the one hundred (100) day period.

If the consecutive count is interrupted of a driver's own accord, then their one hundred (100) day count begins again on the date of their return to work.

No intermittent driver will lose their continuity of one hundred (100) driving days due to lack of work unless the lack of work consists of ten (10) consecutive working days. After such a period of time, the one hundred (100) day count would start from zero.

**Section 11. Union Notification**

Procedures for implementing the bidding provisions of this contract will be discussed with at least two union representatives prior to instituting said procedures

**Section 12. Involuntary Transfers**

Involuntary transfers may be made at any time. Such transfers shall be subject to all steps of the Grievance Procedure but not subject to the binding arbitration provisions of Step 4.

**Section 13. Loss of Seniority Rights**

An employee's seniority rights shall cease and his employment with the Employer shall terminate:

1. If he/she voluntarily quits. However, if the employee should report for the start of his/her next scheduled shift (not to exceed three (3) calendar days) and no substitute has been called in or replacement hired, the Committee shall give consideration to the employee's request to be reinstated with full seniority.
2. If he/she retires or resigns.
3. If he/she is discharged for just cause.
4. If he/she fails to report for work for a period of three (3) working days, without permission and fails to notify his Supervisor during said period of any valid reason for his/her absence.
5. If he/she is laid off, and his/her layoff is continuous for a period in excess of fifteen (15) months.
6. If he/she fails to report his/her availability to report back to work following his/her layoff, within three (3) working days after being recalled by a written notice of recall sent by the Employer to said employee's last known address on the Employer's records, unless such failure to report back is due to reasons beyond said employee's control, satisfactory proof thereof is offered to the Employer, and the employee notifies his Supervisor of said reasons as soon as possible. It is agreed by the parties that the employee shall report for work immediately following a two-week notice period to any interim Employer.
7. If a driver operates a school bus with a suspended or expired commercial drivers license or school bus license.

**Section 14. Morning, Mid-Day, and Afternoon Route Notification**

Employees must provide at least two (2) hours notice to the Employer if they are unable to report for any scheduled mid-day or afternoon route. Employees must provide at least forty-five (45) minutes notice to the Employer if they are unable to report for any scheduled morning route.

**Section 15. Miscellaneous**

1. No smoking on school buses and school department vehicles.
2. No mechanical work is to be conducted on any buses without prior permission from management.
3. No unauthorized mechanical, electrical or electronic equipment shall be placed on any of the buses nor wired into the existing electrical system at any time without prior authorization from the Superintendent or his or her designee.
4. It is the sole responsibility of the driver to maintain a clean bus and he/she is required to sweep his/her buses daily and wash them once every week in which bus is in operation. This will also apply to spare drivers. Any driver with a program or charter is required to ensure the cleanliness of the bus used at the end of the trip.

**ARTICLE IV**

**LEAVES OF ABSENCE**

- A. An approved leave of absence without pay may be granted to a member of the unit for a period up to one (1) year. Approved leaves of absence shall not be considered breaks in service, but time spent out on leave shall not count as accrued service unless otherwise required by Civil Service Law (Chapter 31).
- B. Requests for such leave shall be made in writing to the Superintendent of Schools at least forty-five (45) days prior to the commencement of such leave. The forty-

five (45) day time requirement may be waived by written agreement of the parties.

The Superintendent of Schools or her/his designee shall respond in writing to leave of absence requests within ten (10) working days of receipt of the leave request.

The granting of leaves of absence shall be subject to the Employer's discretion and shall only be subject to the grievance and arbitration procedure if they are arbitrarily or capriciously denied.

- C. Reasons for the leave shall be clearly stated in the written request.
- D. In all cases, the member of the unit shall notify the Personnel Office at least thirty (30) calendar days prior to the stated leave termination date as to whether he/she plans to return or resign. Failure to do so shall result in a waiver of the rights to return. Where appropriate, prior to return, the member must produce a certificate from his/her physician to the effect that he/she is physically fit and ready to commence working.
- E. Drivers on authorized leaves of absence of thirty (30) days or less will be assigned to their regular bid runs including Mid-Day Runs when they return to work after the leave of absence.
- F. Drivers who are absent because of jury duty will receive the difference between their compensation for jury duty and their regular compensation so that such drivers suffer no reduction in regular income as the result of jury duty provided the employee immediately gives the Employer proper notice of said jury duty and thereafter provides the Employer with appropriate proof of service and the amount which she/he was paid for jury service.
- G. Employees shall receive one (1) personal day during the first year of employment. Employees shall receive two (2) personal days after their first

year of employment, and may carry over unused personal days from year to year, accumulating them to not more than five (5) days. The personal days must be requested in writing with at least forty-eight (48) hours advance notice. Employees must use their personal days before requesting any other personal leave without pay. No more than two (2) employees may be granted personal leave on a given day. The employee shall be compensated at the package rate for his/her regularly scheduled hours per day.

## ARTICLE V

### GROUP INSURANCE

All employees covered by this Agreement shall be eligible to participate in the group insurance plan of the City of Pittsfield in accordance with the provisions of said plan in force and effect from time to time for other employees of the City of Pittsfield.

Effective October 1, 2007, the Committee shall contribute 80% of the health insurance premiums for the HMO plan, with the employee contributing the remaining 20% of said premiums. Health insurance premium deductions shall be equalized throughout the year based upon twenty (20) or twenty-one (21) pay periods. Health insurance premium increases effective July 1<sup>st</sup> will be deducted from employees' paychecks in June. For the 2007-2008 school year, premium deductions shall be equalized to the extent possible, and will be based upon less than twenty (20) pay periods.

The Committee and the Union are parties to a Memorandum of Agreement which provides for health insurance benefits to be provided through the Group Insurance Commission (G.I.C.). Said Agreement is attached to this contract. Employees

shall receive health insurance benefits in accordance with said Agreement so long as said Agreement is in effect.

## **ARTICLE VI**

### **WORKER'S COMPENSATION**

All employees covered by this Agreement shall be entitled to Worker's Compensation benefits as provided in Chapter 152 of the General Laws of Massachusetts.

## **ARTICLE VII**

### **PHYSICAL EXAMINATIONS**

#### **Section 1: General Provisions**

The Committee agrees to provide annual physical examinations through the office of the City Physician for drivers in order to renew their licenses. Drivers reserve the right to use their own doctor at the driver's own expense for the annual physical.

#### **Section 2: Restricted Use of Personal Doctor.**

A. The provisions of Section 1 of this Article notwithstanding, a driver who did not use her/his own doctor between September 1, 2001, and October 2, 2002, for an annual physical examination to renew her/his license may not do so for that purpose after October 2, 2002.

B. No driver who used her/his physician for an annual physical examination to renew her/his license between September 1, 2001, and October 2, 2002, and who, after October 2, 2002, voluntarily uses the services of the City Physician for said annual examination, shall thereafter not be able to use her/his own doctor for that purpose.

**Section 3: Production and Storage of Certain Medical Documents**

Any driver who may use her/his own doctor after October 2, 2002, for an annual physical examination to renew her/his license, and who does so, shall ensure that said doctor immediately provides to the Superintendent of schools or her/his designee a copy of the full report submitted to such agencies of the Commonwealth of Massachusetts as may be required to renew the driver's license. Any such report received shall be kept secure by the Superintendent or her/his designee, and the information therein shall not be shared with any person or party except as has a legal right to said information.

**Section 4: Restricted Use of Certain Medical Documents.**

No such report received from a driver's doctor pursuant to Section 3, above, shall be used to make a referral to the City Physician for further medical examination without reasonable grounds. A driver so referred to the City Physician shall not be required to meet with said physician for at least five (5) working days in order to permit the driver to consult with a Federation representative; nor shall said driver be removed from payroll for medical reasons until the Superintendent or her/his designee has received the City Physician's report.

**Section 5: Administrative Right to Secure Medical Evaluation.**

The Superintendent or her/his designee shall have the right to refer any driver to the City's Physician if the Director of Bus Operations or any other Pittsfield Public Schools administrator has reasonable grounds to believe that a medical evaluation of that driver is advised.

**ARTICLE VIII****SNOW DAYS**

Employees will receive a minimum of two (2) hours compensation if schools are closed because of inclement weather or emergency conditions unless notice of such closing is made through the news media prior to 6:30 A.M. on the day of the closing. Effective upon ratification by both constituent bodies, employees will receive a minimum of two (2) hours compensation if schools are closed because of inclement weather or emergency conditions, unless notice of such closing is made through Connect-Ed prior to 6:00 a.m. on the day of the closing.

If the opening of school is delayed, the employee will receive up to one (1) hour of compensation after reporting to work.

#### **ARTICLE IX**

##### **DUES CHECK-OFF**

- A. Upon receipt of a written authorization from an employee covered by this Agreement, the Committee shall, pursuant to such authorization, deduct uniform dues from the wages due said employee, commencing with the first payroll in September, and continuing through forty (40) regular payrolls. Dues deductions for employees hired after September 14 will begin within thirty (30) days upon receipt of the written authorization.
- B. The FEDERATION shall certify to the COMMITTEE, at the time of the signing of this Agreement, the amount of Federation dues charged each member. Any change in dues shall require a statement from the President of the Federation that the dues were changed by a vote of the Federation at a duly constituted meeting called for the purpose. Such change shall not become effective for a period of at least thirty (30) days after such vote and the chapter chairperson of the

- FEDERATION shall notify the Director of Bus Operations and the City Treasurer, in writing, of such change.
- C. The Committee shall be exempt from any obligations to deduct and remit dues of any employee covered by this Agreement whose authorization card has not been furnished and filed with the Director of Bus Operations.
  - D. The chapter chairperson of the FEDERATION shall certify to the City Treasurer the authorized FEDERATION representative to accept the remittance of dues.
  - E. The authorization for the dues deduction will be accepted only if submitted on the approved dues check-off authorization card, which shall be personally signed and submitted complete in all respects. All check-off authorization cards shall be dated as of the date of submission to the Director of Bus Operations or her/his designee.
  - F. It is the understanding and agreement of the parties that this check-off system is only for the collection of the dues and initiation fees of the Federation and shall not be used for collection of any FEDERATION-imposed fines, penalties or assessments or for the collection of any other monies including funds to support candidates for public office.
  - G. The COMMITTEE shall not be obligated to make dues deductions of any kind from any employee who, during any period of deduction, shall have failed to receive sufficient wages to equal the dues deduction.
  - H. Once the funds are remitted to the designated representatives of the Federation their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FEDERATION.
  - I. The COMMITTEE shall be relieved from making such "check-off" deductions upon the employee's:

1. Termination of employment whether by resignation, discharge, non-renewal of contract, reduction in staff, or the like.
  2. Transfer or promotion to a position outside the bargaining unit.
  3. Absence as a result of unpaid leave.
  4. Revocation of the "check-off" authorization.
- J. The "check-off" authorization shall continue to be in effect unless revoked by the signer upon thirty (30) days written notice to the Director of Bus Operations or her/his designee.
- K. The COMMITTEE agrees to deduct initiation fees as long as such deductions are in equal amounts deducted concurrently with deductions for dues.
- L. The Union agrees to, and does hereby indemnify, defend and hold harmless the Employer from and against any and all claims, demands, liabilities, suits or any other form of action arising from or relating to any action taken by the Employer in reliance upon information furnished by the Union to the Employer for the purpose of complying with any of the provisions of this Article.

## ARTICLE X

### IN-SERVICE TRAINING AND ORIENTATION

1. All employees must attend two (2) hours of orientation prior to each school year.
2. All employees will be compensated at their regular rate of compensation for attending the orientation session.
3. Attendance at the orientation session will be considered as meeting the in-service training requirements for license renewal.
4. The COMMITTEE will provide twenty (20) hours of in-service training per year between the hours of 10:00 a.m. and 6:00 p.m. on days when school is in session. At

least ten (10) hours of training will be during the morning and ten (10) hours during evening. Additionally, the COMMITTEE will attempt to schedule monthly in-service meetings, however, it guarantees monthly meetings from February through June.

5. Drivers and attendants who are required to attend in-service sessions will be paid as soon as possible.
6. Credit for attendance at an in-service training session for pay purposes will be counted only if the employee is in attendance during the complete session.
7. All schedules concerning in-service training shall be posted on the bulletin board. All employee in-service training hours shall be available from the Director of Bus Operations upon verbal request. Upon receipt of records showing that a driver has successfully completed the number of hours of in-service training, the Director of Bus Operations shall make available as soon as possible to those drivers all necessary certifications for obtaining a school bus driver's license or license renewal.

## ARTICLE XI

### BEREAVEMENT

In the event of a death of a member of the immediate family, employees will be entitled to five (5) consecutive work days, such days to begin with either the day of death or the day of the funeral at the employee's discretion. Immediate family includes parents, spouse, life partner/companion, children, stepchildren, mother-in-law, father-in-law, siblings and a person for whom the employee has had the responsibility for making funeral arrangements.

Employees shall be entitled to four (4) consecutive school days to take effect from the date of death of a grandparent, grandchild, brother-in-law, sister-in-law, or someone living in the immediate household.

In the case of the death of a relative of the second degree, the employee shall be entitled without loss of pay to the day or part thereof necessary to attend the funeral. Relatives of the second degree include uncles, aunts, nephews, nieces, cousins and in-laws, other than mentioned above.

Permission to attend the funeral service of a member of the bargaining unit shall be granted to a representative group of employees on the death of an employee.

## **ARTICLE XII**

### **PERSONNEL FILE**

1. No material derogatory to an employee's conduct, character or performance shall be placed in his/her file unless the employee is sent a dated copy.
2. The employee shall have the right to respond in writing to the charges or statement.
3. When the Employer receives a written request from an employee, the Employer shall, normally within two (2) work days but not more than five (5) work days, provide the employee with the opportunity to review his/her personnel records. The review shall take place at a time designated by the Employer and in the presence of an Employer representative.

An employee may obtain a copy of his/her personnel record by submitting a written request for same and paying a reasonable fee (10 cents per copy) for reproduction of the record.

4. Upon receipt of a written request the employee shall be furnished a copy of any material in his/her file for a reasonable fee.
5. Any statement or report going into the files is subject to these same provisions.
6. Official grievances filed by an employee shall not go into the employee's file.
7. Written reprimands may be grieved in accordance with the provisions of this Agreement.
8. No anonymous letters of complaint or referral will be placed in an employee's file. Employees will be able to respond to any complaint in writing and will be given a written copy of the final resolution of any action on such complaints.

### ARTICLE XIII

#### REPRESENTATION

An employee has the right to be represented by the Federation in any meeting with management where there is a reasonable expectation that disciplinary action will be taken against the driver.

ARTICLE XIV

PAY SCHEDULE

Section 1.

A. The salary schedule is hereby attached and marked "Exhibit A."

B. Bi-weekly Pay Schedule

Pay day for all bus drivers and attendants will be advanced to Wednesday with a bi-weekly payroll.

Section 2.

The Attendance Incentive Plan is hereby attached and marked "Exhibit B."

Section 3.

An employee hired at the beginner's rate shall receive the experienced rate after completing one hundred (100) days of driving or monitoring.

Section 4.

If employees who resign their position in previous school years are rehired, they will be rehired at the beginner employees' rate. Rehired employees will receive the experience rate after forty-five (45) days of driving.

Section 5.

Employees who are required to attend meetings with parents, administrators and principals will be paid their regular hourly rate for attendance at such meetings. Union representatives may attend such meetings if requested by the employee or if union representation is in accordance with the provisions of Article XIII.

**Section 6.**

Employees are responsible for accurately completing time sheets for their work week. Whenever the Employer guarantees a certain number of hours of pay in this Agreement, the Employer reserves the right in its discretion to reassign the employee to alternative work within the employee's job description for the specified hours.

Drivers will be guaranteed a minimum of two and one-quarter hours (2 1/4) pay for their morning route assignment. The purpose of this quarter hour is for the driver to do the pre-trip and complete his/her written defect card which must be turned in before he/she leaves for the AM route assignment.

Attendants will be guaranteed a minimum of two (2) hours pay for their morning route assignment.

Employees will be guaranteed a minimum of two (2) hours pay for their mid-day and afternoon route assignments.

Employees will be paid for all time worked in excess of two (2) hours during any morning, mid-day, or afternoon route assignments.

**Section 7.**

Drivers will be paid time and one half for all hours worked in excess of forty (40) hours in a week exclusive of charter work. Drivers will be paid time and one half for all time worked on a holiday specified in Article XV or on Sunday exclusive of charter work.

There shall be no pyramiding of any premium, penalty or overtime pay or other benefit under this Agreement. When more than one premium, penalty, overtime rate or benefit may apply, the single highest rate only shall be paid.

**Section 8.**

On Staff Development Days, which fall between the first and last school day of the year, employees will be paid four (4) hours if they attend a four (4) hour in-service that is scheduled for the morning of said days.

**ARTICLE XV**

**PAID HOLIDAYS AND VACATIONS**

Employees who are on the payroll of School Bus Operations at the time when the holidays and vacation days listed below occur will be entitled to compensation for such days in an amount equal to their rate of compensation for their daily fixed route assignments.

All eligible employees will be entitled to compensation on the following non-work days:

Labor Day	Day After Christmas
Columbus Day	New Years' Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day After Thanksgiving	Good Friday
Christmas Day	Patriot's Day
Memorial Day	

In order to be eligible to receive holiday pay, a new employee must have completed thirty (30) days of actual work and all employees must have worked their complete a.m. and p.m. package immediately before and immediately after the holiday.

All eligible employees will be entitled to fifteen (15) vacation days per year. Vacation days will be paid for those employees working a regular schedule. Any employee on a leave of absence is not eligible to receive vacation pay.

All eligible employees after five (5) full years of service in the Pittsfield Public Schools will be paid vacation benefits according to table I. A full school year will be considered as long as the employee begins work on or before October 1.

New employees will receive 1.5 vacation days for every 18 days worked during the first year for use in the succeeding school year up to a total of fifteen (15) days.

Employees must submit all vacation requests in writing on a form provided by the Employer at least thirty (30) working days prior to the commencement of the requested vacation period. The Employer shall respond to vacation requests within ten (10) days of receipt of their requests. The Employer reserves the right to limit the number of employees who may be on vacation at any one time.

**Table I**  
**Vacation Benefits**  
DRIVERS

Number of Years Worked	Additional Hours of Pay Earned
5-9	10
10-14	25
15	30
16	31
17	32
18	33
19	34
20	35
21	36
22	37
23	38
24	39
25	40

VACATION BENEFIS  
ATTENDANTS

Number of Years Worked	Additional Hours of Pay Earned
5-9	20

10-14	30
15	31
16	32
17	33
18	34
19	35
20	36
21	37
22	38
23	39
24	40
25	41

## ARTICLE XVI

### REIMBURSEMENT FOR SECURING DRIVING RECORD FROM REGISTRY OF MOTOR VEHICLES

The Committee shall, upon presentation of suitable documentation to the Superintendent or her/his designee, reimburse each driver for her/his having secured from the Registry of Motor Vehicles a copy of that person's driving record, to the extent that securing such a record is necessary for the driver's maintenance of her/his license to operate a school bus in Massachusetts.

## ARTICLE XVII

### FEDERATION RIGHTS AND RESPONSIBILITIES

#### Section 1. Federation Representation

The Employer recognizes the Federation representative as the official representative of the Employees.

#### Section 2. Monthly Meetings

The Assistant Superintendent for Personnel shall meet with a representative Committee of not more than three (3) Bus Employees on a monthly basis. The Assistant Superintendent and/or Bus Employees will submit an agenda for such meetings and the meetings shall take place at a mutually convenient time but no later than two (2) weeks after submission of an agenda. Formally filed grievances will not be discussed at these meetings. Attendance at such meetings will be without compensation.

At least once a year the meeting shall be for the purpose to discuss ways to reduce the cost per mile figure on school trips and Athletic Runs.

### **Section 3. Information**

The Employer and the Union agree to provide one another with reasonable and necessary information in accordance with the mandates of Massachusetts General Laws Chapter 150E.

### **Section 4. Printing of Agreement**

The Employer shall provide each employee with a single copy of this Agreement and five (5) copies for the Federation without charge.

Each employee shall sign a form indicating receipt of a copy of this Agreement.

### **Section 5. Federation Activity at the School Level**

#### **1. School Meeting**

The members of this bargaining unit may use designated areas in school buildings or the garage for meetings with the prior approval of the Superintendent or his designee provided said meetings do not interfere with School Operations or with employees carrying out the duties which they are paid to perform.

#### **2. Distribution of Materials**

The Federation shall have the right to place materials in the time card slots of bus employees.

**ARTICLE XVIII**

**VOIDABLE WAIVER CLAUSE**

Any previously adopted policy, practice, rule or resolution of the Committee which effects mandatory subjects of bargaining regarding wages, hours or conditions of employment of bargaining unit employees will not be changed by the Committee without affording the Federation notice and an opportunity to bargain regarding the impact of the change prior to its implementation.

The withholding or failure by either party to exercise any of its rights recognized or reserved by this Agreement shall not be deemed a waiver of such recognized or reserved rights in the future and shall not constitute a modification of this Agreement

**ARTICLE XIX**

**HANDLING OF NEW ISSUES**

Matters of collective bargaining import not covered by this Agreement, may during the life of this Agreement, be handled in the following manner:

By the Committee:

With respect to matters not covered by this Agreement which are mandatory subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Federation.

By the Federation:

In any matter not covered in this Agreement which is a mandatory subject for collective bargaining, the Federation may raise issue with the Committee for consultation and negotiation.

**ARTICLE XX**

**SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXI**

**NO STRIKE, NO LOCKOUT CLAUSE**

The parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slowdowns, or interferences or interruptions with the production or operations of the School System by any employee or the Union, and there shall be no lock-outs by the Employer.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge. The COMMITTEE reserves the right to immediately pursue all legal courses of action against both the FEDERATION, its affiliates and the employees in the

event of a strike as defined above, including their right to go to Arbitration as set forth in Article II of this Agreement.

**ARTICLE XXII**

**MANAGEMENT'S RIGHTS CLAUSE**

The operation and management of the Pittsfield School Department and the supervision of the employees and of their work are the rights of the COMMITTEE alone. These rights include, by way of illustration and without being limited to, the following: the right to make reasonable rules to assure orderly and effective work; to make and oversee the implementation of educational and transportation policy; to determine the quantity and types of equipment and materials to be used; to use video/audio recording on the school buses; to introduce new methods and facilities; to make and institute work schedules; to determine what and where duties will be performed and by whom; to evaluate the employees' competency; to hire, transfer, promote, layoff, and recall employees; and to demote, discipline or discharge employees for just cause.

The foregoing enumeration of the COMMITTEE's rights shall not be deemed to exclude other rights not specifically set forth, the COMMITTEE therefore retaining all rights not otherwise specifically restricted by this Agreement.

The failure by the COMMITTEE to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of any of the rights of the COMMITTEE to control, operate and manage the schools. Nothing contained in this Agreement shall be construed or deemed to constitute a waiver or any restriction upon the inherent rights of the COMMITTEE, except that none of these rights shall be exercised by the COMMITTEE contrary to any specific provision of this Agreement.

Except when it can be shown that conduct or action by the COMMITTEE is in violation of a specific provision of this Agreement, such conduct or action shall not be subject to the grievance or arbitration procedures of this Agreement.

**ARTICLE XXIII**

**AGREEMENT NOT TO CONTEST UNIT POSITIONS' REMOVAL FROM CIVIL  
SERVICE JURISDICTION**

- A. The FEDERATION shall not contest or obstruct by any means or in any forum the COMMITTEE's pursuit of removal from civil service classification and jurisdiction of the job titles and positions recognized as members of the bargaining unit in Article I, above.
  
- B. In the event that positions in the bargaining unit are duly removed from civil service jurisdiction, the COMMITTEE shall provide unit members affected by this removal with rights comparable to those possessed by unit employees who are covered by civil service, in the following areas: (a) seniority, (b) layoff, (c) recall, (d) bumping, and (e) just cause for disciplinary action. However, all current employees who are employed as of the effective date of this Agreement shall retain their civil service status to the full extent of the law.

**ARTICLE XXIV**

**PRIVATIZATION OF TRANSPORTATION**

In the event that the Committee determines to secure the services of a private contractor to provide pupil transportation for the Pittsfield Public Schools, the COMMITTEE shall timely notify the FEDERATION of its intent, and also shall timely meet with the FEDERATION to bargain the impact of that determination. In the event that pupil transportation is privatized, the COMMITTEE shall use its good offices to seek to ensure continuation of as many conditions of employment as possible within the privatized workforce as obtained prior to privatization.

**ARTICLE XXV**

**CERTIFICATION/LICENSE REIMBURSEMENT**

Effective October 1, 2007, the Committee shall, upon presentation of suitable documentation to the Director of School Bus Operations, reimburse each driver paid at the experience rate for all fees to maintain and/or renew his/her school bus driver certificate, and the difference between the cost of a Class D license and a Class B license (CDL).

**ARTICLE XXVI**

**EPIPEN/CPR/FIRST AID TRAINING**

The School Committee agrees to provide training to bargaining unit members regarding the use of Epipen, CPR, and First Aid. The training is voluntary. Bargaining unit members will be eligible to take the CPR and/or First Aid training on a biannual basis. Any bargaining unit member who successfully completes the training and agrees to utilize said training in an

emergency situation will be entitled to a lump-sum payment of \$125 for each training, to be paid within thirty (30) calendar days of the completion of the training. Bargaining unit members who are entitled to the stipend may be required, on a case by case basis, to remain with the students or in close proximity to the students on charters, and/or field trips. Charters and field trips will continue to be offered based on seniority regardless of whether the bargaining unit member is entitled to the stipend.

**ARTICLE XXVII**

**DURATION OF CONTRACT**

This AGREEMENT shall be effective September 1, 2009, and will continue and remain in full force and effect through midnight, August 31, 2010.

IN WITNESS WHERE, the parties hereunto set their hands and seals this  
\_\_\_\_ day of \_\_\_\_\_.

PITTSFIELD SCHOOL COMMITTEE

PITTSFIELD BUS DRIVERS UNION

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

**EXHIBIT A**  
**HOURLY PAY RATE SCHEDULE**

**BUS DRIVERS**

**BEGINNER'S RATE**

Effective September 1, 2009	\$11.59
Effective at 11:59 p.m. on August 31, 2010 (to commence on September 1, 2010)**	\$11.66

**EXPERIENCE RATE**

Effective September 1, 2009	\$12.73
Effective September 1, 2009 (after six (6) years of employment in the bargaining unit)	\$12.93
Effective September 1, 2009 (after ten (10) years of employment in the bargaining unit)	\$13.32
Effective at 11:59 p.m. on August 31, 2010 (to commence on September 1, 2010)**	\$12.81
Effective at 11:59 p.m. on August 31, 2010 (to commence on September 1, 2010)** (after six (6) years of employment in the bargaining unit)	\$13.01
Effective at 11:59 p.m. on August 31, 2010 (to commence on September 1, 2010)** (after ten (10) years of employment in the bargaining unit)	\$13.40

**BUS ATTENDANTS**

**BEGINNER'S RATE**

Effective September 1, 2009	\$8.24
Effective at 11:59 p.m. on August 31, 2010 (to commence on September 1, 2010)**	\$8.29

**EXPERIENCE RATE**

Effective September 1, 2009	\$8.87
Effective September 1, 2009 (after six (6) years of employment in the bargaining unit)	\$9.00
Effective September 1, 2009 (after ten (10) years of employment in the bargaining unit)	\$9.27

Effective at 11:59 p.m. on August 31, 2010 (to commence on September 1, 2010)**	\$8.92
Effective at 11:59 p.m. on August 31, 2010 (to commence on September 1, 2010)** (after six (6) years of employment in the bargaining unit)	\$9.05
Effective at 11:59 p.m. on August 31, 2010 (to commence on September 1, 2010)** (after ten (10) years of employment in the bargaining unit)	\$9.33

Effective upon ratification of the 2009-2010 collective bargaining agreement by both constituent bodies, each current bargaining unit employee shall receive a onetime payment in the amount of \$150.00.

\* October 1<sup>st</sup> shall be used as the calculation date to determine an employee's seniority for purposes of the longevity salary increases above.

\*\* This increase reflects the \$150.00 onetime payment noted above.

**EXHIBIT B****ATTENDANCE INCENTIVE PLAN**

1. Payment to be made on the first payroll following the last day of each month during the school year.
2. An employee who has perfect attendance during the month and who works each day when schools are in session will receive additional compensation of Five Dollars (\$5.00) for each full day he/she works when schools are in session during that month.
3. An employee who is absent one and a half (1 1/2) days during the month and works every day but one and a half (1 1/2) days when schools are in session during the month will receive additional compensation of Four Dollars (\$4.00) for each full day he/she works when schools are in session during that month. An employee's taking up to one and one-half (1.5) unpaid personal days in a particular month will not be eligible for a monthly attendance bonus for that month.
4. An employee who is absent two (2) or more days during the month and who is absent on two (2) or more days when schools are in session during the month will receive no additional compensation other than his regular compensation. An employee's taking one or more paid personal days in a particular month will not count against that employee's monthly attendance bonus.
5. An employee who is absent for his/her morning run, but present for his/her afternoon run shall be credited with one-half day's absence if he/she notified the Director of Bus Operations prior to 5:45 a.m. Otherwise, he/she will be credited with a full day's absence.

6. An employee who is present for his/her morning run but absent for his/her afternoon run shall be credited with one-half day's absence if he/she notified the Director of Bus Operation's by 12 o'clock noon of his/her impending absence. Otherwise, he/she is credited with a full day's absence.
7. Absence from a mid-day run will not be counted as an absence if notification is given to the Director of Bus Operations prior to 9 A.M. on the day of the absence.
8. Absences due to bereavement as outlined in Article XI will not be considered as absences in regard to the Attendance Incentive Plan.
9. Absences for jury duty will not be considered as absences in regard to the Attendance Incentive Plan.
10. Effective October 1, 2007, an employee who is absent two (2) or less days in the school year shall receive a Three Hundred and Sixty Dollar (\$360.00) bonus at the end of the school year. An employee's taking one or more paid personal days in a particular school year will not count against that employee's annual attendance bonus. An employee's taking more than two (2) unpaid personal days in a particular school year will not be eligible for an annual attendance bonus for that year.
11. Effective October 1, 2007, an employee who has perfect attendance in the school year shall receive a Four Hundred and Thirty Dollar (\$430.00) bonus at the end of the school year.
12. Effective October 1, 2007, an employee who qualifies for a bonus for the previous two (2) consecutive years using the provisions either of (a) Section 10 of this Exhibit, or (b) Section 10 of this Exhibit in one year and Section 11 of this Exhibit in the other, shall receive an additional bonus of Two Hundred and Twenty Dollars (\$220.00).

13. Effective October 1, 2007, an employee who has perfect attendance for the previous two (2) consecutive school years shall receive an additional bonus of Three Hundred and Five Dollars (\$305.00). An employee who qualifies for a bonus under this section is not eligible for the bonus listed in Section 12 (i.e., the bonuses are not cumulative).

## **EXHIBIT C**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
PITTSFIELD (MA) SCHOOL BUS OPERATIONS  
AND  
LOCAL 1315 PFT  
BUS DRIVERS AND ATTENDANTS UNIT  
REGARDING  
DOT DRUG AND ALCOHOL TESTING OF EMPLOYEES**

1. Every affected driver will receive a copy of the new Federal DOT Drug and Alcohol Regulations dated effective April 1, 1996.
2. All materials and updates will be readily available to all affected personnel in the program. All new drivers will be given all pertinent information on this program.
3. Drug and Alcohol Testing is a **CONDITION OF EMPLOYMENT**. Refusal to be involved in this program will result in termination of employment at Bus Operations in conformance with federal DOT regulations.
4. All employees under this program are subject to random drug testing. If the employee is required to be removed from his/her scheduled bus route assignments to comply with a test, that employee will be reimbursed for that time.
5. Each time that an employee is randomly selected by the service provider and told to report for drug and/or alcohol testing, that initial drug and alcohol test will be free of cost to the affected employees.
6. If the initial random test is positive, the employee will be placed on immediate UNPAID leave and will be removed from all assignments. The employee will have the option to request, within 72 hours, a testing of the split sample at another DOT approved lab. The cost of this second test will be borne by the employee. If the results of the second test are negative, the School Bus Operations will pay for the second test and for time lost. The employee will be immediately returned to duty.
7. School Bus Operations has the right under DOT regulations to require and employee to be immediately drug and/alcohol tested under the Dot category of "Reasonable Suspicion" when observed and documented by a trained supervisor. Such employee shall be advised by the trained supervisor that there is a need to discuss a sensitive issue and that the employee has a right to have union representation. At this time the employee will be placed on administrative (paid) leave until the results of the test are received by School Bus Operations. If the test is negative, the employee will be returned to duty. If the test is positive, the employee will be placed on immediate UNPAID leave and will be removed

from all assignments. The employee will have the option to request, within 72 hours, a testing of the split sample at another DOT approved lab. The cost of this second test will be borne by the employee. If the results of the second test are negative, the School Bus Operations will pay for the second test and for time lost. The employee will be immediately returned to duty.

8. Post-accident testing will be done under the regulations of DOT drug and alcohol testing and the employee will be paid his/her regularly scheduled time and the initial drug/alcohol test will be paid for by School Bus Operations.

#### **CONSEQUENCES OF PROHIBITED CONDUCT EVENTS (TERMINATION AFTER FIRST PROHIBITED CONDUCT EVENT)**

After a prohibited conduct event, the employee or contractor relationship will be terminated. The individual will be advised of resources available in dealing with drug use and/or alcohol misuse.

#### **OTHER CONSEQUENCES AS A RESULT OF THIS POLICY**

As Independently Authorized, a driver sent out for reasonable suspicion testing will be required to accept employer arranged transportation or arrange for independent transportation home. **Refusal to accept independent transportation may result in immediate dismissal.**

As Independently Authorized, if a driver does not fully co-operate with the SAP or the MRO including but not limited to, meeting any required education and treatment whether in-patient or out-patient, the driver will be terminated.

#### **OTHER ADMINISTRATIVE CONSEQUENCES AND REQUIREMENTS**

If a driver has an AC of 0.02, but less than 0.04, he/she will not be permitted to perform safety-sensitive activities for one shift, which will be no less than 24 hours. As Independently Authorize, if no appropriate work is available that is not safety-sensitive based on a determination made by the employer, the driver will be placed on an unpaid leave of absence. The employer may require the driver to discuss the situation with the SAP.

## **OTHER REQUIREMENTS**

As permitted by DOT regulations, if any drugs (defined herein) are prescribed for medical reasons by a licensed medical practitioner, that practitioner must certify in writing to the then-current Drug and Alcohol Program Manager at employer, the driver's fitness for fulfilling the safety-sensitive responsibilities prior to performing these activities.

This policy prohibits a driver from providing incorrect prior employment information and prior drug and/or alcohol information relating to the DOT Drug and Alcohol testing program.

## **FINANCIAL ISSUES FOR THE DRIVER (TERMINATION AFTER FIRST PROHIBITED CONDUCT EVENT)**

After a prohibited conduct event, the individual will be advised of resources available in dealing with drug use and/or alcohol misuse.

If the driver requests a re-test of the split portion of the drug test urine collection, it will be at his/her expense unless the re-test does not reconfirm the original positive test result.

If a request is made to re-test a drug test split specimen, an individual will be placed on an UNPAID leave of absence. If the split specimen re-test does not reconfirm the positive test result, back pay will be provided.

If any treatment is required, any cost not covered by insurance, if any, will be at the expense of the individual.

If an individual needs to get a medical opinion in a shy bladder or shy lung situation, the expense of this required activity is at the expense of the individual.

Drivers who are required to report for a drug and/or alcohol test outside of their regular working hours will be paid a flat rate of ten dollars (\$10.00). The flat rate will be effective July1, 1997.