

**AGREEMENT BETWEEN**  
**THE CONCORD SCHOOL COMMITTEE**  
**THE CONCORD-CARLISLE REGIONAL DISTRICT**  
**SCHOOL COMMITTEE**  
**AND**  
**THE CONCORD-CARLISLE SUPPORT STAFF**  
**ASSOCIATION/MTA BUS DRIVERS' UNIT**

**Effective July 1, 2022 through June 30, 2025**

## **TABLE OF CONTENTS**

Article		Page
1	RECOGNITION	3
2	RETAINED RIGHTS OF THE SCHOOL DISTRICTS	4
3	CHECKOFF	4
4	NO DISCRIMINATION	5
5	NO STRIKES – NO LOCKOUTS	5
6	WAGES & EVALUATION PROCEDURES	6
7	WORK YEAR, WORK DAY AND OVERTIME	8
8	HOLIDAYS	9
9	VACATIONS	9
10	FUNERAL LEAVE	10
11	JURY DUTY	11
12	GRIEVANCE AND ARBITRATION PROCEDURES	11
13	SENIORITY AND QUALIFICATIONS	13
14	DISCIPLINE AND DISCHARGE	17
15	SICK LEAVE	17
16	PERSONAL LEAVE AND LEAVE FOR RELIGIOUS HOLIDAY	18
17	LONGEVITY PAY	19
18	LEAVES OF ABSENCE	20
19	MISCELLANEOUS	21
20	GROUP INSURANCE PLAN	23
21	DURATION OF CONTRACT	24
APP A	DUES AUTHORIZATION	25
APP B	SALARY SCHEDULE	26
APP C	DISTRIBUTION OF OVERTIME TRIPS	27
APP D	BIDDING OF OVERTIME TRIPS	33
APP E	SCHEDULED EARLY DISMISSAL DAYS	34
APP F	DRIVER TRIP AVAILABILITY	35
APP G	NON-ROUTINE PROCEDURES TO COVER WORK OCCURRING AFTER THE REGULAR SCHOOL DAY	36
APP H	EVALUATION INSTRUMENT	37

**THIS AGREEMENT** is effective as of July 1, 2022 until June 30, 2025 and is entered into by the Concord School Committee and Concord-Carlisle Regional District Committee (the “Committees”; hereinafter referred to as the “School Districts” or “Districts”) and Concord/Carlisle Support Staff Association/MTA Bus Drivers’ Unit, affiliated with Massachusetts Teachers’ Association (the “Association”). The Agreement has as its purpose the promotion of harmonious relations between the Committees and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences with respect to the meaning and application of this Agreement, and the establishment of wages, hours, and other conditions of employment.

## **ARTICLE 1**

### **RECOGNITION**

**1.1.** The Committees recognize the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all regular full-time and regular part-time bus drivers employed by the Concord-Carlisle School District and/or the School Committee of the Town of Concord in its Transportation Department. Excluded from the Unit are the Director of Transportation, mechanics, administrative employees, professional employees, temporary employees, supervisory employees, managerial employees, confidential employees, clerical and secretarial employees, and all other employees.

### **1.2. DEFINITIONS**

- 1) The terms “employee” and “employees” and “driver” and “drivers” are used interchangeably in this Agreement and mean a person or persons to whom this Agreement applies.
- 2) The terms “Professional School Bus Driver” and “Professional School Bus Drivers” mean a driver or drivers who are employed on a permanent basis and who are scheduled to work every day of the school year and at least twenty-five (25) hours per week.
- 3) Full-time drivers will be guaranteed a minimum of twenty-five (25) hours and can be assigned additional duties as necessary to reach the twenty-five (25) hour minimum. Part-time drivers can be hired by the system as necessary.
- 4) The terms “temporary employee” and “temporary employees” mean an employee or employees hired for a period of less than thirty (30) calendar days of continuous employment, except in cases of emergency, when the time may be extended to ninety (90) days. A temporary employee shall be hired to cover a specific job (run).

- 5) The term “probationary employee” means an employee who has had less than six (6) months of continuous service excluding school vacations when the employee is not driving.
- 6) Retired drivers are those individuals who retired from a public system and are subject to the maximum allowable limits on salary and hours.

## **ARTICLE 2**

### **RETAINED RIGHTS OF THE SCHOOL DISTRICTS**

- 2.1.** Except as specifically modified by this Agreement the School Districts retain the right to select and hire all employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees; to suspend, discipline or discharge employees; to subcontract all or any part of the work of the bargaining unit; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to determine the number of vehicles on the road, driving runs, hours of driving runs and the assignment of vehicles; to lay off employees and to adjust employment when required because of lack of work, curtailment of work or other reason; and to make reasonable rules and regulations which do not conflict with the provisions of this Agreement. No action taken by the School Districts under this Article 2 shall conflict with the express provisions of this Agreement.

## **ARTICLE 3**

### **CHECKOFF**

- 3.1.** Subject to applicable law as set forth in the General Laws of Commonwealth of Massachusetts Chapter 180, Section 17A the School Districts shall deduct Association dues (as certified by the Association to the School Districts in writing) for each of its employees within the unit covered by this Agreement who, individually, in writing on the form set forth in Appendix A of this Article authorize such deductions. Dues shall be deducted two pay periods each month.

**3.1.1.** The School Districts shall remit such deductions to the Treasurer of the Association together with a list of employees who have had said dues deducted by the tenth (10th) day of the succeeding month.

**3.1.2.** The Association shall indemnify and save the School Districts harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the School Districts for the purpose of complying with this Article, or in

reliance on any assignment furnished to the School Districts.

**3.1.3.** The School Districts will incur no liability for loss of dues money after said money has been deposited in the United States mail addressed to the Association's Treasurer, postage prepaid.

**3.2.** **BULLETIN BOARD.** The School Districts will provide a bulletin board to be placed in the Drivers' Room for the posting of notices of routine nature pertaining to Association business and notices from the School Districts to the employees. Notices for vacancies not covered by this Agreement (Pony Run, Food Truck, Community Bus, and Recreation Department Runs) will be placed on this bulletin board.

**3.3.** The Association and its representatives shall not incur any expense in behalf of the School Administration without the written consent of a member of the School Administration.

#### **ARTICLE 4**

##### **NO DISCRIMINATION**

**4.1.** Neither the Association or the School Districts will discriminate against an employee because of they/their membership in or they/their lawful activity on behalf of the Association or because of they/their lack of such membership or activity.

**4.2.** The parties to this Agreement agree that they shall not discriminate against any employee because of race, color, national origin, sex, age, religion, gender identity, or sexual orientation and that such employees shall receive the full protection of this Agreement.

**4.3.** The parties to this Agreement agree that they shall not discriminate against any employee on the basis of handicap in accordance with Section 504 of the Rehabilitation Act of 1973, and that such employee shall receive the full protection of this Agreement.

#### **ARTICLE 5**

##### **NO STRIKES - NO LOCKOUTS**

**5.1.** It shall be a violation of this Agreement for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services. It is further agreed that there shall be no lockout of employees.

## **ARTICLE 6**

### **WAGES**

- 6.1.** Permanent employees whose performance is satisfactory will advance to the next higher step on the salary schedule on July 1. Salary increases will be dependent on the evaluation procedures and instrument in Article 6.6.
- 6.2.** Pay for drivers will be calculated on the basis of their hourly rates. Drivers are not guaranteed an annual salary. In calculating a driver's pay, they/their hourly rate shall be applied to they/their scheduled hours and not to actual time shown on they/their time card, provided that this shall not detract from drivers' obligations to comply with starting and quitting times, work schedules, and responsibilities established by the School Districts.
- 6.3.** Drivers will be paid for snow days on which school is not in session to the extent that such snow days cause the school year to fall below 180 days. Pay for each such day shall be determined on the basis of the number of scheduled hours for which the driver was assigned on the last such snow day/s. Payment shall be made on the pay period following School Districts' acceptance of the official waiver from the Department of Education for such snow day/s.
- 6.4.** The Director of Transportation shall notify drivers of the cancellation of work. When school is canceled for a particular day, the Director or they/their designee will notify all drivers by calling the telephone numbers on record in the Transportation Office. Such notification shall be deemed to have been given if the Director of Transportation is unable to reach the employee at such number prior to one hour, if possible, before such driver is scheduled to begin work. In the event a driver gets to work on a day when school is called off for emergency reasons or a snow day, the affected drivers will receive the full A.M. pay.
- It shall be the responsibility of the Transportation Department to make one phone call to driver/drivers if trips are still scheduled on a day when school has been cancelled. Drivers must have a working voice mail system.
- If a trip is still going, on a day school has been cancelled, the driver shall receive the same compensation as if school was in session.
- 6.5** People who attend the August Posting will be paid the amount of hours necessary.

## **6.6 EVALUATION PROCEDURES**

The performance evaluation program for employees of the bus driver unit shall focus on the extent to which each person carries out her/his performance responsibilities as stated in the job description.

The primary purpose of the performance evaluation program is:

- A) To improve the delivery of service
- B) To identify and commend satisfactory and exemplary performance
- C) To identify and remediate unsatisfactory performance

### **PROCEDURES:**

1. The employee shall have the right to identify any constraints which the employee believes may inhibit her/his ability to meet the evaluation criteria and to discuss the removal of such constraints with their supervisor (the evaluator) prior to an evaluation of her/his performance.
2. The Employee shall be evaluated using the evaluation instrument in Appendix H. Evaluations shall be conducted at the conclusion of the six-month probationary period and thereafter annually or when areas of improvement are noted on an evaluation or at the discretion of the supervisor. The Employee will be evaluated prior to June 30<sup>th</sup> but not before October 15<sup>th</sup>. The employee may also provide additional information on they/their evaluation.
3. The evaluation report shall be signed by the supervisor and the employee. The employee's signature indicates that they/their has read the evaluation. The employee's signature does not indicate agreement or disagreement with the contents of the evaluation.
4. The supervisor shall meet with the employee within ten (10) work days to discuss the evaluation.
5. The employee may respond in writing to the evaluation and such response will be attached to the evaluation report. The evaluator shall sign such response and forward a copy of the evaluation and the employee's response to the Director of Finance & Operations of Finance and Operations to be read.

### **CATEGORIES**

- Exceeds Expectations - Surpasses the qualities and behaviors described
- Meets Expectations - Meets satisfactory level of performance
- Needs Improvement - Significant improvement required to meet acceptable level of performance
- Unsatisfactory - Not adequately demonstrating the qualities and behaviors described

## ARTICLE 7

### **WORK YEAR, WORK DAY AND OVERTIME**

**7.1.** The regular work year for regular full-time drivers shall be 181 days, exclusive of paid holidays. The basic work day for regular full-time drivers when school is in session shall be five (5) hours and regular full-time drivers shall be employed for at least five (5) hours per day.

**7.2.** Time and one-half shall be paid for all unscheduled hours that cause the driver's work day to exceed nine (9) hours and for all hours worked on Saturday, Sunday and recognized holidays. Drivers shall be paid time and one-half for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week.

If a driver has scheduled trip on a day when school is not in session, the driver will be paid a minimum of four (4) hours to come in for the trip, or in certain cases, coming in two (2) times for the trip. The driver will be paid a minimum of eight (8) hours.

**7.3.** There shall be no pyramiding or duplication of overtime or premium pay.

**7.4.** The opportunity to work available overtime shall be distributed equally and impartially among qualified regular drivers in accordance with Appendix C. An employee may be excused from overtime work; but in that event, they/their shall be charged with having had an overtime opportunity for purposes of equalization of opportunity. This section shall not, however, form a basis for any claim for wages of overtime premiums for hours not worked.

**7.5.** The School Districts may require drivers to work a reasonable amount of overtime. If a driver refuses and gets a letter in their file for refusing such overtime, the first letter will be removed after six (6) months (this is not the oral warning notice).

**7.6.** New drivers' names will be added to the Overtime Lists only after driving satisfactorily for ten (10) working days and will become eligible to select trips after one rotation of the list.

**7.7.** **PAID MEAL PERIOD.** A driver shall be paid for a one-half (1/2) hour meal period when they/their is working overtime through the dinner hour. To be eligible for this paid meal period, they/their is working overtime through 5 P.M. to 8 P.M.

**7.8.** **CDL INSPECTIONS.** The School Districts agree to pay extra time required by drivers for required CDL inspections, S endorsement and any other license or certificate required to be a Public School Bus Driver in Massachusetts.

## **ARTICLE 8**

### **HOLIDAYS**

- 8.1.** Regular full-time and regular part-time drivers scheduled to work a minimum of 15 hours per week shall be eligible to be paid for the following holidays:

Columbus Day	New Year's Day
Veterans' Day	Martin Luther King's Birthday
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Patriots' Day
Christmas Day	Memorial Day
Juneteenth	

Independence Day, Labor Day, and Juneteenth shall be paid holidays for drivers who work the day before and the day after the holiday.

If the School Committee of either the Concord Public Schools or the Concord-Carlisle Regional School District declares that there is no school on Rosh Hashanah, Yom Kippur, and/or Good Friday, then an employee who is eligible for paid holidays and who works his or her scheduled hours the working day before and the working day after, or has an authorized absence, such day shall be paid for the employee's scheduled hours, if any, which he or she does not work as a result of the district closing.

- 8.2.** An eligible employee who works they/their scheduled hours the working day before and the working day after a recognized holiday shall receive a day's pay as holiday pay computed on the basis of they/their scheduled hours for that day. Absence due to authorized time off on the day before and/or the day after a holiday shall be considered time worked for purposes of eligibility for holiday pay except in the case of unpaid absences exceeding one day.

## **ARTICLE 9**

### **VACATIONS**

- 9.1.** Vacations will be granted to regular full-time and regular part-time drivers scheduled to work a minimum of (15) hours per week based on length of continuous service from the anniversary date of employment and on months worked between September 1 and June 30, as follows:

Date of employment to end of fourth year	1.00 day per month
Beginning of fifth year to end of ninth year	1.25 days per month
Beginning of tenth year to end of nineteenth year	1.67 days per month
Beginning of twentieth year and thereafter	2.08 days per month

Beginning in Year 3 (FY25), increase the accruals as follows:

Beginning of employment to end of 4 <sup>th</sup> year	1.0 days earned/month
Beginning of 5 <sup>th</sup> year to end of 9 <sup>th</sup> year	1.35 days earned/month
Beginning of 10 <sup>th</sup> year to end of 19 <sup>th</sup> year	1.77 days earned/month
Beginning of 20 <sup>th</sup> year and hereafter	2.18 days earned/month

Vacation pay shall accrue on a monthly basis. A driver shall be entitled to vacation pay for any month in which they/their was paid for at least 1/2 of the work days in the month. Drivers shall not be eligible for any vacation time off during their work year. It is expected that all drivers will be available for the 181 days of school or will have authorized leave as provided in other sections of this Agreement. Vacation pay shall be paid to the driver in a separate check at the end of the school year.

- 9.2.** A day of vacation pay shall be computed on the basis of the driver's scheduled day's pay.
- 9.3.** Upon termination of employment, a driver shall receive payment equal to the amount of vacation pay accrued to the date of termination. If termination is caused by death, such payment shall be made to the employee's spouse (if living), otherwise to they/their estate.
- 9.4.** Drivers terminating before the end of the probationary period are not eligible for vacation pay.
- 9.5** If an employee so wishes and has the time available, he or she can request a paid vacation day or more to replace a snow day or days, and/or school vacation days.

## **ARTICLE 10**

### **FUNERAL LEAVE**

- 10.1.** Regular full-time and regular part-time drivers shall be entitled to a maximum of five (5) working days off with pay to be taken within the current school year of a death occurring in the driver's immediate family. Immediate family shall be defined as mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, relative residing in the employee's household, significant other, and a person for whom legally responsible. The employee shall be paid they/their regular pay,

computed on the basis of his scheduled hours for each day of paid funeral leave. Funeral leave will not be charged to sick leave or vacation.

## **ARTICLE 11**

### **JURY DUTY**

- 11.1.** A regular full-time or regular part-time driver serving on jury duty will be paid the difference between the money they/their received for jury duty and they/their regular day's pay computed on the basis of they/their scheduled hours, for each day they/their serves on jury duty for which they/their was scheduled to work. This provision shall only apply to the time lost by the employee during the regular work week.

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

- 12.1.** A grievance shall mean a written complaint signed by an employee that as to such employee the District(s) have interpreted and applied this Agreement in violation of a specific provision hereof. The District(s) and the Association desire that such procedures shall always be as confidential as possible. A grievance that affects or may affect more than one member of the bargaining unit will be submitted as one grievance, in writing to the Director of Finance & Operations or they/their Designee. The processing of such grievance shall commence at level two of the grievance procedure. Grievances shall be handled in the following manner:

**Step 1.** The aggrieved employee and not more than two (2) representatives of the Association shall meet with the Director of Transportation at a mutually convenient time within fourteen (14) school days after the occurrence, which forms the basis for the grievance for the purpose of attempting to resolve the grievance. The Director of Transportation will give they/their answer in writing within fourteen (14) school days of the conclusion of said meeting.

**Step 2.** If not settled at Step 1, the grievance shall be submitted to the Assistant Superintendent of Finance & Operations within fourteen (14) school days of the answer of the Director of Transportation in Step 1. The Director of Finance & Operations or they/their designee shall meet with the employee and Association representative(s) to discuss the grievance within fourteen (14) school days of the receipt of the written complaint and shall provide a written response to the employee within fourteen (14) school days of the conclusion of the meeting.

**Step 3.** If not settled at Step 2, the grievance shall be submitted to the

Superintendent within fourteen (14) school days after the Assistant Superintendent of Finance & Operations or they/their designee has written answer in Step 2. The Superintendent shall hear the grievance within fifteen (15) school days of referral and render a decision within fourteen (14) school days following the hearing.

**Step 4.** In the event the Superintendent is unable to resolve the grievance, the grievance may be referred to arbitration by giving the Superintendent written notice thereof within fifteen (15) school days after receipt of the Superintendent's decision or after the date when the decision should have been received if no written decision is received. The arbitrator shall be selected through the Department of Labor Relations, and such arbitration shall proceed in accordance with the Voluntary Labor Arbitration Rules of the Department of Labor Relations.

No arbitrator shall have any power to add to or subtract from or modify any of the terms of this Agreement or to decide any question except the grievance as submitted. No award may be retroactive for more than thirty (30) school days prior to the date the grievance was reduced to writing. The arbitrator shall be requested to issue his decision within thirty (30) school days following the hearing, and such decision as to all matters shall be final and binding on all parties.

The expense of the arbitration proceedings (except the individual expense of either party in prosecuting its case) shall be borne equally by the Committee and the Association. If either party desires a stenographic transcript of the proceedings, it may cause such a transcript to be made, providing it pays for the transcript and makes one (1) copy available without charge to the other party and one (1) copy to the arbitrator, provided that for good cause shown the arbitrator may allocate up to one half of such expense to the other party.

Grievances involving disciplinary action shall be processed beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee as qualified in Step 4.

**12.2.** Any time interval specified herein may be extended by mutual agreement.

## ARTICLE 13

### **SENIORITY AND QUALIFICATIONS**

**13.1. DEFINITION OF SENIORITY.** Seniority is the length of continuous services an employee has in a position covered by this Agreement. There shall be a drivers' seniority list maintained for the purpose of the distribution of overtime trips (Section 7.4.), annual posting (Section 13.5.), posting of vacancies (Section 13.6.), layoff and recall (Section 13.7.), and elimination of runs and reduction in work force (Section 13.8.). A driver whose status changes from regular full-time to regular part-time will be given credit on the seniority list for they/their length of continuous service. A driver whose status changes from regular part-time to regular full-time shall be given prorated credit for purposes of RIF for any prior length of continuous service as a full-time employee.

**13.2. DEFINITION OF QUALIFICATIONS.** A qualified bus driver is one who holds a current Class B, CDL with passenger endorsement registry license, Department of Public Utilities bus license, S endorsement and any other license or certificate required to be a Public School Bus Driver in Massachusetts, as well as the ability, knowledge and skills required to perform the duties of the job in a skilled and efficient manner.

**13.3. LOSS OF SENIORITY.** Seniority shall be broken for the following reasons:

- 1) if the employee quits;
- 2) if the employee is discharged for just cause;
- 3) if the employee is absent for three (3) consecutive working days without notifying the Director of Transportation;
- 4) if the employee, having been laid off, fails to return to work within five (5) working days after being notified to report for work, and does not give a satisfactory reason;
- 5) if an employee has been laid off for (1) year.

**13.4. PROBATIONARY PERIOD.** Upon completion of they/their 6-month probationary period as defined in 1.2.5, an employee's seniority shall date back to they/their most recent date of employment. Probationary employees may be discharged with or without cause and without recourse under this Agreement.

**13.5. ANNUAL AUGUST POSTING**

**17.** The date for the Annual August Posting Meeting will be made known by the previous June 15. Lists of all bus positions, for the pending school year shall be mailed to all drivers at the address

designated by the Association no later than ten (10) calendar days before the meeting date. Routes will be made known to the drivers in this mailing whenever possible. All known runs will be made available to drivers twenty-four hours before the August Posting. Starting and ending times will be included when possible. Drivers may pick up written information about these runs at the Transportation Office during the afternoon of the day before the Posting.

All qualified drivers will meet on the third Tuesday in August whenever possible for the purpose of bidding the listed positions. Any driver who is unable to attend this meeting shall so inform the Director of Transportation and shall provide the Director or Association President with a sealed written priority list of choices for bidding. The Association President and/or Steward shall bid runs for all absent drivers. The Director of Transportation shall have the right to modify these routes as needed during the school year and such action shall not be subject to the grievance procedure, except where the Association claims the modifications were done in an arbitrary and capricious manner. The Director of Transportation shall notify the Association President of all changes in any run in writing. Positions shall be filled on the basis of seniority and qualifications. This procedure for the posting and bidding of routes shall apply only at the time of the annual posting. Any vacancies occurring after the annual posting shall be subject to Section 13.6. below.

**13.5.2.** Lists of Kindergarten runs, late runs and shuttle runs will also be included in the August mailing and will be bid separately during the August meeting in accordance with Section 13.5.1. Each driver may bid one of the listed runs during this initial posting. Any run listed in this Section not bid in the initial bidding shall be awarded to a driver whose total scheduled hours including the bid run would not exceed ten (10) hours of work in a day. This ten (10) hour rule may be exceeded by one (1) hour, one (1) day per week on a regularly scheduled basis. Kindergarten runs and late runs shall be a minimum of one and one half (1 1/2) hours.

**13.6.** **POSTING OF VACANCIES.** Vacancies occurring after the Annual meeting in August shall be filled as described in this Section.

**13.6.1.** A vacancy occurs when:

- 1) A completely new run longer than one (1) hour per day is established.
- 2) A new position is created.

- 3) A position is vacated because a driver moves out of they/their position for any reason.
- 4) A driver who notifies the Director of Transportation that they/their will be absent for five (5) or more consecutive working days. These runs shall be filled from the daily substitution list for the posting period. It will be posted as a temporary vacancy, till the absent employee returns, for said employees extra work only.

Before a driver may give up a Kindergarten run, late run or shuttle run, they/their must give written notice to the Director of Transportation and must continue driving the run for a period of three (3) consecutive school days not counting the day of notice.

The employer will post the pending vacancy for three (3) school days, the day of issue not to be counted as a day of posting. The employer will post the pending vacancy on the day written notice is received.

**13.6.2.** All vacancies in bus positions in the Transportation Department will be posted for at least three (3) school days, the day of issue not to be counted as a day of posting. Such vacancies shall be posted on the Administration bulletin board in the Drivers' Room within two (2) working days of the occurrence. The Director of Transportation will telephone once the home of all absent drivers on the day of posting. If a vacancy in a kindergarten run, shuttle run or late run arises, it will be posted for bid in its separate form. It shall be similarly recognized for purposes of bumping pursuant to Section 13.8. The School Districts shall not be required to post for bid any run involving one (1) hour per day or less. The School Districts shall have the right to add any such run to any existing position. The Director of Transportation will notify the Association of any addition of a run of no longer than one (1) hour and will assign such run to the most senior person whenever possible. In the event that a driver drops a run which is then subject to the posting procedures of this Agreement, that driver shall not be eligible to rebid that run on that posting.

**13.6.3.** In filling any vacancy, determinations shall be made based upon seniority and qualifications of employees. Vacancies involving runs, which are to be added to existing positions, shall be filled by drivers whose scheduled hours of work per day are fewer than five (5). Bids must be entered in writing not later than 4:00 p.m. on the closing date for bids specified in the notice posting. No driver shall be awarded a vacancy which schedules they/them for more than ten (10) hours in any one (1) working day, except that

this ten (10) hour rule may be exceeded by one (1) hour, one (1) day per week on a regularly scheduled basis. At the discretion of the School Districts, notice of vacancy may be given, at the same time or a later day, to the general public, without prejudice to employee applicants.

**13.6.4. Summer Assignment.** A summer assignment is one which is performed during the work weeks between the end of one school year in June and the start of the next school year. Summer positions shall not be permanently assigned from summer to summer but shall be posted for bid annually. Since summer assignments are considered extra work, only sick leave and vacation benefits will accrue on the basis of each four (4) weeks worked.

A list of all known positions for the summer months will be posted at least two (2) weeks prior to the last day of school with the understanding that all positions are subject to modification.

Any interested driver may sign for these positions. Positions will be filled based upon seniority. Any vacancies occurring after this summer posting shall be subject to Article 13.6. of this contract. All rules and working conditions applicable during the regular work year (September - June) shall remain in full force and effect for summer drivers.

**13.7. LAYOFF AND RECALL.** The School Districts have the right to lay off drivers. Drivers shall be selected for layoff on the basis of seniority, qualification and performance. Recall shall be made on the inverse order of lay-off. Part-time drivers' seniority will be prorated as agreed to by the parties in the event layoffs become necessary. Drivers on layoff shall be notified of vacancies for recall purposes by certified mail for up to twenty-eight (28) months to the address supplied by the Association. Failure to reply in writing to offer of recall within seven (7) calendar days or refusal of recall shall result in forfeiture of all further recall rights.

**13.8. ELIMINATION OF RUNS AND REDUCTION IN WORK FORCE.** The School Districts have the right to eliminate late runs, shuttle runs and other runs and reduce work hours of drivers. The Association President will be notified, in writing, by the end of the next regularly scheduled workday of driver's notification of a reduction or elimination of work hours. If a run of a driver is eliminated or if such driver's work hours are reduced, such driver shall be permitted to bump any other driver with less seniority for which they/their are qualified. In order to bump, the driver must give up they/their complete (all runs) position and accept the complete (all runs) position of the driver being bumped. Drivers will have a three (3) day regularly scheduled work day bumping period, not to include the day of notification. A bumping

meeting will be scheduled for all affected drivers on the fourth regularly scheduled workday and all bumping will occur at this meeting. Such driver thereafter shall be paid on the basis of such driver's revised scheduled hours of work. Drivers will receive their training in accordance with past practice on non-working time.

- 13.9.** In the event of the temporary suspension of a run or runs, a driver will be assigned runs, which utilize the time period of the suspended run or runs. The driver may decline such temporary assignment and not be paid.

Examples of temporary suspensions shall include suspensions due to student illness and various school vacation schedules.

## **ARTICLE 14**

### **DISCIPLINE AND DISCHARGE**

- 14.1.** An employee shall not be disciplined, suspended or discharged without just cause. In all cases involving the suspension or discharge of a regular driver, the employee shall receive notice in writing of they/their suspension or discharge and the reasons therefore. Any dispute arising between the School Districts and the Association concerning the existence of just cause for suspension or discharge may be subject to the grievance and arbitration procedure set forth in this Agreement, except that the suspension or discharge of a probationary employee shall not be subject to a grievance and arbitration procedure under this Agreement. Copies of written notices to drivers of disciplinary warning, suspension and discharge shall promptly be sent to the Association.

## **ARTICLE 15**

### **SICK LEAVE**

- 15.1.** **ELIGIBILITY AND CREDIT.** Each regular full-time driver and regular part-time driver scheduled for a minimum of 15 hours per week who was in the employ of the Committees as of July 1, 1974 shall, commencing with the month of December, 1974, be credited with sick leave at the rate of one (1) day for each month of service, up to a maximum of ten (10) days in any school year. Each new regular full-time driver and regular part-time driver scheduled for a minimum of 15 hours per week who began employment after September 1, 1974 shall, commencing with the month of September, 1974, be eligible to receive credit for sick leave pay at the aforesaid rate. Sick leave shall be accumulated without limit. Any accumulation which present employees have at the effective date of this Agreement shall be retained. To be eligible to use accumulated sick leave, a driver must notify the Director of Transportation or they/their designee at least one-half (1/2) hour before

they/their scheduled reporting time.

**15.2.**     **WORKERS COMPENSATION.** The Worker's Compensation Act has been accepted by the Committees as applicable to all drivers. An employee shall notify they/their immediate supervisor within twenty-four (24) hours after an accident occurs so that Worker's Compensation report may be filed. A driver who has accumulated sick leave may use such of they/their accumulated sick leave as, when added to the amount of any disability compensation provided by the statute, will result in the payment to they/them of they/their regular pay. A driver absent because of industrial accident who has exhausted they/their sick leave may use accrued vacation.

**15.3.**     **REASON FOR ABSENCE.** Sick leave shall be granted for personal illness or injury, or for serious sickness or illness of the employee's spouse, child, mother, or father.

**15.4.**     **SICK LEAVE PAY.** A day of sick leave pay shall be computed on the basis of the driver's scheduled day's pay.

A doctor's statement may be required for sick leave exceeding five (5) consecutive working days, for repetitive intermittent periods of absence, or in other instances deemed warranted by the School Administration. The doctor's statement shall pertain to the sick person.

**15.5**     **DEATH OR RETIREMENT.**

**15.5.1.**     Upon retirement pursuant to the regulation of the Town of Concord Retirement System, each employee who draws a pension from the Town of Concord shall be paid for 50% of they/their accumulated, unused sick leave to a maximum of sixty-two (62) paid days (50% of 124 days of accumulated sick leave).

**15.5.2.**     An employee who voluntarily takes deferred retirement is not eligible for this pay for accumulated sick leave.

**15.5.3.**     Upon the death or permanent disability of an employee, payment for unused sick leave in accordance with the above formula will be made to the employee or they/their beneficiary. If an employee fails to name a beneficiary who survives they/them, payment will be made to the employee's estate.

**ARTICLE 16**

**PERSONAL LEAVE AND LEAVE FOR RELIGIOUS HOLIDAY**

**16.1.**     At the reasonable discretion of the Director of Transportation, an employee may be granted a maximum of two (2) days personal leave with pay

(including leave on account of religious holidays) in any one (1) fiscal year. Probationary employees may be granted only one (1) day during the probationary period. Personal leave covers unusual and imperative matters which cannot be attended to at a time other than during scheduled hours. Personal days are not to be used to extend vacation periods. Application will be made at least three (3) days in advance of the leave requested except in cases of extreme emergency. The first written request received by the Director of Transportation for a personal day for a given date will be approved within twenty-four (24) hours of receipt of the written request. The second and subsequent requests for the same date will be responded to at least three (3) days before the date requested when possible. All answers will be in writing.

- 16.2.** Employees will be paid for all of their unused personal leave days in the last pay check in June.

## **ARTICLE 17**

### **LONGEVITY PAY**

- 17.1.** The purpose of the longevity pay is to reward non-instructional employees for years of continuous employment to the Concord Public Schools and Concord-Carlisle Regional District. Effective for Years 1 and 2 of the Contract (2022-2023 and 2023-2024), each regular full-time driver shall be entitled to longevity pay in accordance with the following schedule:

<u>Yrs. of Continuous Full-time Employment</u>	<u>Total Amount of Longevity Pay (per year)</u>
5-9 years	\$325.00
10 – 14 years	\$500.00
15 – 19 years	\$725.00
20 +	\$1,025.00

For Year 3 of the Contract (2024-2025), increase the amounts as follows:

5-9 years	\$325.00
10-14 years	\$700.00
15-19 years	\$900.00
20+ years	\$1,200.00

In determining years of continuous service, a driver will be credited with years worked in other departments of the School Systems provided that such years were in position(s) which qualified the individual for longevity benefits. To qualify for the pay when a driver experiences an unpaid approved leave of absence, such driver must work more than half the work

days in the anniversary year.

**17.2.** This computation shall be effective with the first pay period following completion of the employment period required. Interruption of such employment due to approved paid leave or military service shall not be deemed to break the continuity of service with the School Districts in calculating benefits payable under this paragraph, provided that no employment other than military service is entered into by the employee during the period of said interruption.

**17.3.** The entire amount of longevity pay due an employee shall be paid in a lump sum during the month following an eligible employee's anniversary date.

## **ARTICLE 18**

### **LEAVES OF ABSENCE**

**18.1.** **GENERAL.** Leaves of absence, including child-rearing leaves, may be granted by the Superintendent after proper written application through the appropriate supervisor(s). Such leave will be without pay, but employees so excused will retain longevity and seniority rights for the period of the leave.

**18.2.** **MATERNITY LEAVE.** A maternity leave of absence without pay not to exceed one (1) year will be granted, upon request, to a driver who is pregnant. Extensions of maternity leaves of absence beyond one (1) year may be granted at the discretion of the School Districts. A driver who is pregnant may remain in active service until the termination of her pregnancy, provided that, at the end of the fourth month of pregnancy, she furnishes an appropriate medical certificate of her fitness to continue in her position. In subsequent months, a driver may be required to furnish further medical certification and, at the end of the seventh month of pregnancy, the driver must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement; and provided further that a driver may be required to begin her leave under this Section if the Administration determines that she is not adequately performing the duties of her position or there are reasons of personal medical safety warranting commencement of the leave. A physician's certificate of fitness may be required before a driver may return to active service.

A driver who is on maternity leave shall not be entitled to accrue paid sick leave during the period of a maternity leave. In determining placement on the basic salary schedules, Appendix B, of a driver who returns from a maternity leave, credit for a full year of work will be given for the work year during which a leave began if the driver completed at least ninety-one (91)

school days of work; otherwise, the driver shall return to the step on the basic salary schedule which she held prior to the commencement of such leave. The driver shall be restored as soon as practicable to the position she held when her leave began, or to a substantially equivalent position.

- 18.3.** **THE FAMILY AND MEDICAL LEAVE ACT OF 1993.** Upon receipt of an application, the Superintendent shall approve a maximum of twelve (12) weeks unpaid, job protected leave each year for specified family and medical reasons consistent with the FMLA. For purposes of the FMLA, the year is defined as the twelve (12) consecutive months immediately preceding the requested leave date.

## **ARTICLE 19**

### **MISCELLANEOUS**

- 19.1.** **PHYSICAL EXAMINATIONS.** The School Districts will make available the services of a physician(s) who will give drivers their state-required physical examinations at no cost to the drivers.

- 19.2.** **LEGAL CONFLICT.** Should any provision of this Agreement be found to be in violation of any applicable Federal or State law or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

- 19.3** **NO GRATUITIES, ETC.** Except as may be expressly authorized by the Superintendent, and is consistent with Massachusetts Conflict of Interest Law, no employee shall:

- 1) accept any gratuity of money or goods having a substantial value from any person dealing with the School Systems in furnishing supplies, equipment, or services;
- 2) participate as an official representative of the School Systems in charity drives, special observances or promotional activities.

- 19.4.** **LICENSES.** The Committees will pay the required fees for any special license required of employees to perform their duties. A driver who loses they/their license or has they/their license suspended must immediately inform the Director of Transportation in writing.

- 19.5.** **OPERATION OF TRANSPORTATION DEPT. VEHICLES.** Transportation Department vehicles requiring a special license to operate will be operated by a driver provided there is a qualified driver who is available and willing to drive. If no qualified driver is available and willing to drive, other Transportation Department employees or other properly

licensed employees of the School Systems may be used to operate such vehicles.

**19.6.** Transportation Department vehicles requiring a special license to operate will be operated by a qualified driver for scheduled runs, field trips and special trips as scheduled through the Transportation Department. If no qualified driver is available and willing to drive, other Transportation Department employees or other properly licensed employees of the school systems may be used to operate such vehicles. Transportation Department vehicles may also be driven by properly licensed employees of the school systems other than drivers in the following circumstances:

- 1) Transportation of the person himself/herself.
- 2) Transportation of the person and seven (7) or fewer persons in a class-related project.
- 3) Transportation of school persons in connection with extra-curricular activities when there are seven (7) or fewer participants from the school systems.
- 4) If overnight accommodations are required and no more than two (2) station wagons are required. If more than two (2) station wagons are needed, the trip will be offered to qualified drivers of the Transportation Department. The President of the Association will be notified in writing each time this is done.

**19.7.** **IN-SERVICE TRAINING.** There shall be in-service training for regular drivers for which employees will be paid their regular hourly rate. In-service training sessions will take place on a monthly basis while school is in session, and shall total a minimum of eight (8) hours. Attendance at in-service training sessions is required of all drivers scheduled to work the entire school year. The Director of Transportation, upon the written request of the Association, will attempt to secure the presence of a Safety Officer from the Town of Concord or an officer from the Registry of Motor Vehicles. Meeting dates will be scheduled and made known to the drivers at the August Posting.

**19.8.** **PAY FOR PERFECT ATTENDANCE.** Any employee covered by this Agreement shall be paid a sum of \$100.00 for each quarter worked without any absence except those required by law (such as jury duty and funeral leave). The first quarter will begin with the first school day of the school year and payment will be made in the month following the quarter (the 45th work day). Subsequent quarters will consist of 45 school days.

**19.9** **RETIRED DRIVERS.** Retired drivers will only select runs equivalent to or less than that allowed for retirement purposes. Retired drivers are not eligible for the overtime lists. When coverage cannot be provided by drivers

on overtime lists management may offer trips to all drivers on the seniority list, prior to the retired drivers on the seniority list.

**19.10**     **SUBCONTRACTING.** While it is not the School Districts' present intent to subcontract work for the purpose of reducing a current employee's existing hours of work, it is understood that an occasion or occasions may arise wherein the School Districts may find subcontracting to be necessary and/or advisable, they/their/they will notify the Association of they/their/their intent in this regard prior to taking such action, upon request of the Association President.

**19.11**     **LABOR-MANAGEMENT RELATIONS.** It is mutually agreed to continue the joint labor-management committee currently in place.

This committee shall meet at mutually convenient times in order to discuss concerns, to maintain effective communications and to promote harmonious labor-management relations.

**19.12**     The trainer will receive time and one –half for training a driver on Saturday or a holiday. The trainer will receive double time for Sundays.

**19.13**     **Safety Committee:** The purpose of this committee is to review accidents and make a recommendation to the Director of Transportation to ensure consistency when discipline is determined. The committee will include: Head Mechanic, Assistant Director of Transportation, member of the Executive Board, and two (2) at-large members of the union.

**19.14**     **EMAIL ADDRESS:** All drivers will be issued a school district email address upon hire. It is required that all drivers utilize the school-issued email address for all school related communications. The expectation is that it will be checked at least once per day when students are present.

## **ARTICLE 20**

### **GROUP INSURANCE PLAN**

**20.1.**     The School Districts will continue for the duration of this Agreement to provide a group insurance plan on the same basis as the group insurance plan available to other employees of the School Districts. It is understood that the School Districts will not themselves operate the plan but the insurance company or companies accepted by the Town will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the application. The premiums of such plan shall continue to be shared in the same proportion as for other employees of the School Districts. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or

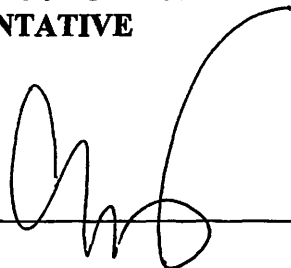
arbitration procedures herein. The contribution of drivers with respect to the group insurance plan for the months September through May shall be withheld in amounts as near equal as possible two pay periods each month.

### **DURATION OF CONTRACT**


This contract shall become effective as of July 1, 2022 and shall remain in full force and effect until June 30, 2025 and thereafter for successive one (1) year periods unless either of the parties hereto on or before the sixtieth (60th) day preceding the expiration of the above stated period or any subsequent year of the existence of this Agreement shall notify the other party in writing of its desire to terminate, amend or modify the same.

**WITNESS** the execution and ratification hereof as of the day and year noted below:

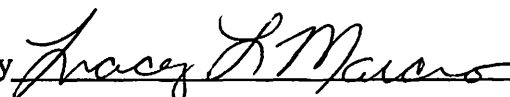
**CONCORD SCHOOL SYSTEM  
REPRESENTATIVE**

By   
Date 11.8.22

**CONCORD-CARLISLE SUPPORT  
STAFF ASSOCIATION, BUS  
DRIVERS UNIT**

By   
Date 11/07/2022

**CONCORD-CARLISLE REGIONAL  
SCHOOL DISTRICT REPRESENTATIVE**

By   
Date 11/7/22

**APPENDIX A**

**DUES AUTHORIZATION**

**CONCORD-CARLISLE BUS DRIVERS' ASSOCIATION  
AFFILIATED WITH THE MASSACHUSETTS TEACHERS'  
ASSOCIATION**

NAME \_\_\_\_\_  
(Last) (First) (Middle Initial)

**AUTHORIZATION FOR PAYROLL DEDUCTION**

The undersigned hereby authorizes

\_\_\_\_\_  
(Name of Employer)

to deduct from my wages an amount equal to the regular dues as certified to the Concord School Committee and the Concord-Carlisle Regional District School Committee (the "Committees") by the Secretary-Treasurer of the Concord-Carlisle Bus Drivers' Association. This authorization may be revoked by me at any time by written request to the Committees, or by written request by the Secretary-Treasurer of the Association to the Committees' appropriate representative.

Signature of Employee \_\_\_\_\_

Resident Address \_\_\_\_\_

\_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

S.S.No. \_\_\_\_\_ Date received by Committee \_\_\_\_\_

Date effective \_\_\_\_\_

**APPENDIX B**  
**SALARY SCHEDULE**

The following hourly wage schedules are effective for the dates listed:

**BUS DRIVERS - Hourly Rates**

	<u>7/1/22</u>	<u>7/1/23</u>	<u>7/1/24</u>
<u>Step 1</u>	25.66	26.36	27.09
<u>Step 2</u>	26.53	27.26	28.01
<u>Step 3</u>	27.43	28.18	28.96
<u>Step 4</u>	28.30	29.08	29.88
<u>Step 5</u>	30.31	31.14	32.00
<u>Step 6</u>	31.07	31.92	32.80

Drivers will be paid for all regular scheduled hours up through the previous Saturday on the first of the year paycheck.

There will be a safe driving bonus of \$400 per year to be paid into two (2) installments. The first payment of \$200 shall be processed in the first pay period following December 31<sup>st</sup>, and the second payment of \$200 shall be processed in the final pay period of June. Once deemed ineligible to receive the safety bonus within a school year, you are ineligible for the remainder of that school year.

When it is clearly demonstrated that a driver has caused damage to a bus or exhibited unsafe behavior, the Director of Transportation may consider this information when deciding if a bonus will be awarded.

## **APPENDIX C**

### **DISTRIBUTION OF OVERTIME TRIPS**

#### **A. General Information**

- 1) The term “overtime” as used here does not imply work that necessarily pays at time and a half. The rate of pay for such trips shall be determined by the other sections of this Agreement.
- 2) There will be three Overtime Lists. These will pertain to trips on:
  - a) Daily Substitution
  - b) Weekdays excluding Holidays
  - c) Saturdays, Sundays and Holidays
- 3) No driver shall select a trip for which they/they’re not qualified and available.
- 4) If one or more drivers from a multiple bus trip is not needed, the option for release will be granted based upon seniority. Should the option to be released not be exercised, the driver with the least seniority will be dismissed from the trip.
- 5) The posting of the next week’s Overtime Trips will normally take place each Tuesday of the school year. On Tuesdays preceding school vacations, scheduled Overtime Trips for the Friday, Monday, Tuesday and Monday following the vacation period will be posted as well as all vacation week trips. On the first school day following vacations, trips for the remainder of that week will be posted.
- 6) All drivers on the Seniority List will be included on the Overtime Lists. Drivers may remove their name from Overtime List(s) on Mondays (Tuesdays if school not in session on Mondays) at any time by submitting written notification to the Director of Transportation or they/their Designee. Once off any list, drivers may return to the Overtime List(s) upon written notification to the Director or they/their Designee on any following Monday.
- 7) Once a driver has selected or been assigned a trip, it shall be the driver’s responsibility to complete the trip unless they/their notifies the Director of Transportation at least 24 hours prior to the time the trip is to start that they/their will not be able to complete the trip. The twenty-four hours shall be measured from the last weekday before the day of the trip. With less than twenty-four hours’ notice, the driver shall not be permitted to

drop the trip except in case of extreme emergency as approved by the Director of Transportation.

- 8) New drivers' names will be added to the Overtime Lists only after driving satisfactorily for ten (10) working days and will become eligible to select trips after one rotation of the list.
- 9) Drivers on overtime lists and on a personal leave day or on suspension or any other approved leave (jury duty, funeral leave, etc.) with the exception of sick leave, the day of the overtime trip selection may come in and select trips subject to the provisions of Appendix C.

**B. Daily Substitution**

- 1) Work which needs to be covered on a daily basis due to employees absences (shuttles, Resource, Kindergarten, late run, etc.) will be covered from the Daily Substitution List. Times will be posted on the work slips. When a driver(s) scheduled to drive a Shuttle, Kindergarten, late run, or any other overtime assignment on a particular day is absent and notifies the Director of Transportation by 6:15 AM such trip(s) shall be posted on the bulletin board by 7:00 AM and any interested available driver must fill out a Trip Selection Form and put it in the box provided by 9:30 AM. The trip will be awarded to the most senior driver available on the Daily Substitution List who signs up for the trip. Drivers who sign up for a trip and do not remain in the Drivers' Room until all trips signed for are awarded will telephone or otherwise contact the Director of Transportation between 9:45 AM and 10:00 AM to find out which trip they have been awarded.
  - a) If no driver on the Daily Substitution List signs for a trip by 9:30 AM the Director of Transportation or they/their Designee will offer the trip to available drivers in the Drivers' Room by seniority.
  - b) In the event that the trip remains uncovered after the above procedures are followed; a spare driver shall be assigned. Spare drivers employed after December 15, 1986 and in subsequent years, are responsible for covering noontime runs that remain uncovered after the Daily Substitution procedures are followed. Spare drivers either must remain in the Drivers Room daily until all noontime trips are covered or must telephone the Director of Transportation between 10:00 AM and 10:15 AM to see if they must cover any noontime trips.
- 2) If a driver described in Section B.1. above notifies the Director of Transportation or they/their Designee of they/their absence after 6:15 AM, or is unable to complete they/their scheduled trips after that time,

such trips(s) shall be posted on the bulletin board as soon as possible and the procedures and time schedules described in Section B.1. shall be followed.

**C. Weekdays Excluding Holidays**

- 1) Two (2) copies of the Overtime Slips for each scheduled trip for the following week, Friday through Thursday, shall be posted by 7:00 AM on Tuesday of each week and by 7:00 AM on the first school day following vacations. A third copy of the slips shall be retained in the office of the Director of Transportation. A Sign-up Sheet for trips shall be posted on the bulletin board in the Drivers' Room. Such Sign-up Sheet shall remain on the bulletin board at all times. No slip is to be removed by any driver until it is they/their turn, by seniority. On selecting a trip the Sign-up Sheet must be filled out as well as the trip slip.
- 2) All drivers on the Weekday Excluding Holiday Overtime List are to report to the Drivers' Room by 9:30 AM on Tuesday of each week and by 9:30 AM on the first school day following vacations for the selection of trips. Drivers unable to be present must put their Trip Selection Forms in the box provided by 9:30 AM. Absent drivers who do not turn in a Trip Selection Form will have "absent" marked beside they/their name.
- 3) Each driver in seniority rotation shall review the available Overtime Trips.
  - a) A driver selecting a trip shall write on the Sign-up Sheet beside they/their name:
    1. Date of trip
    2. Overtime Slip number
    3. They/their initials
  - b) The driver shall also sign they/their name on the appropriate line of the Overtime Slip, depositing the pink copy in the box provided. Only the selecting driver, the Director of Transportation or they/their Designee shall make entries on the Sign-up Sheet. All entries must be in ink.
- 4) A driver refusing a trip for any reason shall write "refused" next to they/their name on the Weekday Excluding Holiday Overtime List. They/their must write they/their initials, the date and trip number in the appropriate columns. When refusing all trips on the day of posting no trip number will be placed in the box, rather "OP" shall be marked to denote the refusal of all posted trips.
- 5) The next senior driver on the Weekday Excluding Holiday Overtime List

shall then review the available trips and select or refuse, following the above procedure to record they/their choice. This process shall continue until all trips are selected or are refused by all drivers on the Overtime List.

- 6) In the event that trip(s) remain uncovered after completing the Overtime List, such trip(s) will be assigned in order to the least senior available driver(s) on the Overtime List.
- 7) Overtime Trips received after the Tuesday posting and prior to 1:30 PM of the Monday following, or which become available because drivers are unable to do such trips previously selected, shall be posted on the day received and covered using the procedures described in Sections B.1. and B.2.

**D. Saturday, Sundays and Holidays**

- 1) Two (2) copies of the Overtime Slips for each scheduled trip for the following week, Friday through Thursday, shall be posted by 7:00 AM on Tuesday of each week and by 7:00 AM on the first school day following vacations. A third copy of the slips shall be retained in the office of the Director of Transportation. A Sign-up Sheet for trips shall be posted on the bulletin board in the Drivers' Room. Such Sign-up sheet shall remain on the bulletin board at all times. No slip is to be removed by any driver until it is they/their turn, by seniority. On selecting a trip the Sign-up Sheet must be filled out as well as the trip slip.
- 2) All drivers on the Saturday, Sunday and Holiday List are to report to the Drivers' Room by 9:30 AM on Tuesday of each week and by 9:30 AM on the first school day following vacations for the selection of trips. Drivers unable to be present must put their Trip Selection Forms in the box provided by 9:30 AM. Absent drivers who do not turn in a Trip Selection form will have "absent" marked beside they/their name.
- 3) Each driver in seniority rotation shall review the available Overtime Trip(s).
  - a) A driver selecting a trip shall write on the Sign-up Sheet beside they/their name:
    1. Date of trip
    2. Overtime Slip number
    3. They/their initials
  - b) The driver shall also sign they/their name on the appropriate line of the Overtime Slip, depositing the pink copy in the box provided. Only the selecting driver, the Director of Transportation or they/their Designee shall make entries on the

Sign-up Sheet. All entries must be in ink.

- 4) A driver refusing a trip for any reason shall write "refused" next to they/their name on the Saturday, Sunday and Holiday List. They/their must write they/their initials, the date and trip number in the appropriate columns. When refusing all trips on the day of posting no trip number will be placed in the box, rather "OP" shall be marked to denote the refusal of all posted trips.
- 5) The next senior driver on the Saturday, Sunday and Holiday List shall then review the available trips and select or refuse, following the above procedure to record they/their choice. This process shall continue until all trips are selected or are refused by all drivers on the Overtime List.
- 6) In the event that trips(s) remain uncovered after completing the Overtime List, such trip(s) will be assigned in order to the least senior available driver(s) on the Overtime List.
- 7) Overtime Trips received after the Tuesday posting and prior to 1:30 PM of the Monday following, or which become available because drivers are unable to do such trips previously selected, shall be posted on the day received and covered using the procedures described in Sections B.1. and B.2.
- 8) When a driver is scheduled to do a trip on a Saturday or Sunday or holiday and has called in sick for the entire day, the driver shall be ineligible to do the trip. Such trip shall be posted on the last workday and covered using the procedures described in Section B.1. and B.2.

**E. Cancelled Trips**

- 1) If a trip on a day when school is not in session is cancelled and the driver is not notified at least one (1) hour before the trip is scheduled to start, the driver will receive four (4) hours pay or first pick by seniority from the same overtime list for the Tuesday posting on the week following the cancelled trip.
- 2) If a trip of one (1) hour or less duration scheduled before/after a driver's scheduled regular job on a school day is cancelled, and the driver is not notified of the cancellation, the driver will be paid for the trip.
- 3) If a field trip or athletic trip is cancelled for reasons other than weather conditions, the affected driver shall be given notice on or about 4:00 PM of the day preceding the trip and will get first pick by seniority from the same overtime list for the Tuesday posting on the week following the

cancelled trip.

If notice is not given by 4:00 PM of the day preceding the trip the driver will have the choice of two (2) hours pay or first pick, by seniority, from the same overtime list for the Tuesday posting on the week following the cancelled trip.

If a field trip or athletic trip is cancelled because of weather conditions, the affected driver shall be notified as soon as possible and shall not receive pay in lieu of notice but shall have choice, by seniority, only from the same overtime list posted Tuesday of the next week.

For the purpose of this section postponed trips will be synonymous with cancelled trips.

- 4) If one or more drivers from a multiple bus trip is not needed, then the driver(s) will be released from the trip in reverse order by seniority.

If the bus driver arrives, or is at the bus yard to drive a trip, and it is cancelled the bus driver will be compensated for four hours for weekend, holidays, or days when school is not in session trips and two hours for week day trips.

If the bus driver is notified of a cancellation within twenty-four hours (by 4:00pm), but before the bus driver arrives to do the bus trip, the bus driver will receive a choice of 2 hours or first pick by seniority from the same overtime list for the Tuesday posting on the week following the cancelled trip.

If the bus driver is notified within 72 to 24 hours before the trip, the bus driver will receive first pick by seniority from the same overtime list for the Tuesday posting on the week following the cancelled trip.

- 5) If a trip is canceled on a weekend or holiday for any reason, the driver will have the choice of four (4) hours pay *or* first (1<sup>st</sup>) choice by seniority on the same Overtime List posted Tuesday of the next week and will remain on the list until the next available trip is posted.

NOTE: This **APPENDIX C. DISTRIBUTION OF OVERTIME TRIPS** will be reviewed annually and can be modified by mutual consent of the Director of Transportation and the Association officers.

## **APPENDIX D**

### **BIDDING OF OVERTIME TRIPS**

The following items have been agreed to in an attempt to clarify procedures regarding the bidding of overtime trips:

- 1) Drivers with noon runs can bid off only those out of town overtime trips scheduled to return by 11:30 AM.
- 2) Drivers with noon runs can bid off only those in town (Concord only) overtime trips scheduled to return by 12:00 noon.

## **APPENDIX E**

### **SCHEDULED EARLY DISMISSAL DAYS**

On scheduled early dismissal days the drivers assigned to pick up at the school will do the routes to the extent possible. Scheduled drivers having reduced or no assignment may be assigned runs to resolve conflicts.

Drivers may also be assigned earlier runs than their normal runs. Such drivers may leave after the completion of their assignment. In ordinary circumstances no driver will be required to work a greater number of hours than regularly scheduled. No driver will be paid less on an early dismissal day than on a regularly scheduled day.

This procedure will apply to scheduled early dismissal days only. There are to be no exceptions.

## **APPENDIX F**

### **DRIVER TRIP AVAILABILITY**

All drivers, including spare drivers, with scheduled hours between 5:00 - 9:30 AM and between 2:00 - 4:45 PM or Tuesday, 12:00 -3:45 PM are available for day trips.

All drivers, including spare drivers, with scheduled hours between 9:30-1:30 PM are not available for trips that fall within their scheduled hours.

All drivers, including spare drivers, with scheduled hours after 4:45 PM are not available for afternoon trips.

### **SPARE DRIVERS' SCHEDULE**

The weekly hours for the spare drivers shall be set at the August posting and remain so for that school year barring any unforeseen circumstances.

Spare Drivers may be required to work before or after their regularly scheduled hours.

This Appendix will be reviewed annually and may be changed by the Director of Transportation, as needs dictate as long as such changes are not made in an arbitrary or capricious manner.

## **APPENDIX G**

### **NON-ROUTINE PROCEDURES TO COVER WORK OCCURRING AFTER THE REGULAR SCHOOL DAY**

On weekdays, when school is in session, as soon as the Director of Transportation determines that a trip needs to be covered by the non-routine procedure, the trip will be offered to drivers on the premises and on the road (by radio) who are available by rotating seniority. If all such available drivers refuse the trip, the Director of Transportation may cover the trip with other transportation employees.

Saturdays, Sundays, holidays, and weekdays when school is not in session, as soon as the Director of Transportation determines the need to implement the non-routine procedure, the Director of Transportation will telephone the drivers at home by the weekend overtime seniority list, by seniority. If all such available drivers refuse the trip, the Director of Transportation may cover the trip by offering it first to other drivers not on the overtime list and then with other transportation employees.

The Association will be notified in writing, within two (2) working days of the implementation of the non-routine procedure, the trip the date, and the driver.

This procedure is for non-routine coverage only and covering such a trip would in no way interfere with a driver's regular pick off the overtime board.

## **APPENDIX H**

### **Concord Public Schools Concord-Carlisle Regional School District**

#### **Professional Bus Driver Evaluation Instrument**

The evaluation should be thorough, objective and clearly understood by the employee, so as to positively affect future performance.

Each employee shall receive a copy of they/their evaluation prior to a conference with they/their evaluator.

#### **I. KNOWLEDGE OF THE JOB**

- A. Demonstrates thorough grasp of the responsibilities of the job
- B. Demonstrates competency in work related skills
- C. Understands and follows directions
- D. Exhibits thorough knowledge of relevant workplace technology

#### **II. PERFORMANCE OF TASKS**

- A. Demonstrates organizational skills
- B. Demonstrates accuracy and efficiency
- C. Exhibits good communication skills
- D. Recognizes and implements priorities

#### **III. INITIATIVE**

- A. Demonstrates initiative and is resourceful
- B. Performs tasks with minimal supervision
- C. Uses time productively and efficiently

#### **IV. PERSONAL CHARACTERISTICS**

- A. Exhibits dependability (including attendance and punctuality)
- B. Displays positive attitude
- C. Demonstrates discretion and tact
- D. Is cooperative and enthusiastic

## **EVALUATION FORM**

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ POSITION: \_\_\_\_\_

### **I. SAFETY**

\_\_\_\_\_ Meets expectations  
\_\_\_\_\_ Needs improvement  
\_\_\_\_\_ Unsatisfactory

### **II. WORK EFFECTIVENESS**

A. <u>Knowledge of job</u>	_____ Thorough grasp of all essentials _____ Well informed _____ Sufficient for job _____ Improvement needed _____ Unsatisfactory
B. <u>Ability to organize work</u>	_____ Exceptionally well organized and accurate _____ Good systematic planning and accuracy _____ Sufficient for job _____ Improvement needed _____ Unsatisfactory
C. <u>Task Performance</u>	_____ Exceeds requirements _____ Fully meets requirements _____ Sufficient for job _____ Improvement needed _____ Unsatisfactory
D. <u>Initiative</u>	_____ Exceptionally resourceful _____ Generally resourceful _____ Requires moderate supervision _____ Requires close supervision _____ Unsatisfactory
E. <u>Technology</u>	_____ Exceeds requirements _____ Fully meets requirements _____ Sufficient for job _____ Improvement needed _____ Unsatisfactory _____ Not Applicable

COMMENDATIONS AND/OR RECOMMENDATIONS:

### III. PUNCTUALITY

Excellent \_\_\_\_\_

Satisfactory \_\_\_\_\_

Improvement Needed \_\_\_\_\_

COMMENDATIONS AND/OR RECOMMENDATIONS:

### IV. PERSONAL CHARACTERISTICS

- |                              |       |  |
|------------------------------|-------|--|
| A. <u>Cooperation,</u>       | _____ | Exceptionally cooperative, excellent rapport   |
| <u>ability to work</u>       | _____ | High degree of cooperation, good relationships |
| <u>with others (i.e.</u>     | _____ | Adequate                                       |
| <u>colleagues, students,</u> | _____ | Improvement needed                             |
| <u>community members)</u>    | _____ | Unsatisfactory                                 |
| <br>B. <u>Reliability/</u>   | _____ | Outstanding                                    |
| <u>dependability</u>         | _____ | Better than average                            |
|                              | _____ | Sufficient for job                             |
|                              | _____ | Improvement needed                             |
|                              | _____ | Unsatisfactory                                 |
| <br>C. <u>Discretion and</u> | _____ | Outstanding                                    |
| <u>tact - supportive</u>     | _____ | Better than average                            |
| <u>of school and/or</u>      | _____ | Acceptable                                     |
| <u>system policies</u>       | _____ | Improvement needed                             |
|                              | _____ | Unsatisfactory                                 |

COMMENDATIONS AND/OR RECOMMENDATIONS:

### V. COMMENTS ABOUT EMPLOYEE OR EMPLOYEE'S WORK NOT COVERED IN ITEMS I, II OR III OR IV

COMMENDATIONS AND/OR RECOMMENDATIONS:

PROFESSIONAL GROWTH: (List all courses, workshops, professional meetings, conferences and other staff development opportunities.)

\*\*\*\*\*

**EVALUATOR'S RECOMMENDATION**

\_\_\_\_\_ Continue employment with normal salary increase

\_\_\_\_\_ Withhold salary increase in accordance with the appropriate collective bargaining agreement article

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

**NOTE TO STAFF MEMBER:** This report was prepared and discussed with you to keep you informed of your supervisor's appraisal of your work. We ask you to sign this form which indicates that you have read it and, though you may or may not agree with the content, you do understand what it says. The space below is provided for any written comment that you may wish to make. You may respond in more detail if you wish and the response will be attached to this form.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Comments:

cc: Personnel File