

Collective Bargaining Agreement
Between the
Haverhill School Committee
and the
SEIU Local 888
Haverhill Transportation Group

July 1, 2020 – June 30, 2023

AGREEMENT	3
WITNESSETH.....	3
EFFECTIVE DATE:	3
BARGAINING REPRESENTATIVES:	3
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 - COMMITTEE RIGHTS	4
ARTICLE 3 - WORK YEAR AND WORKDAY	4
ARTICLE 4 - VACANCIES.....	5
ARTICLE 5 - NEW EMPLOYEES	5
ARTICLE 6 - HOLIDAYS	6
ARTICLE 7 - SICK LEAVE AND SICK LEAVE BANK	6
ARTICLE 8 - ALLOWED ABSENCES-MISCELLANEOUS	8
ARTICLE 9 - VACATIONS.....	9
ARTICLE 10 - HEALTH INSURANCE BENEFITS	9
FLEXIBLE SPENDING ACCOUNT UNDER IRS SECTION 125.....	10
HEALTH REIMBURSEMENT ACCOUNT.....	10
OPT-OUT-PLAN	10
ARTICLE 11 - SALARY SCHEDULE.....	10
ARTICLE 12 - CALCULATION OF PAY FOR ALLOWED ABSENCES	11
ARTICLE 13 - DRESS CODE/UNIFORM.....	11
ARTICLE 14 - DUES DEDUCTION	11
ARTICLE 15 - EVALUATION OF TRANSPORTATION EMPLOYEES	11
ARTICLE 16 - GRIEVANCE PROCEDURE	12
DEFINITIONS	12
PURPOSE	12
PROCEDURE	12
ARTICLE 17 - PROFESSIONAL DEVELOPMENT.....	13
ARTICLE 18 - MISCELLANEOUS	14
ARTICLE 19 - FIELD TRIPS	15
ARTICLE 20 - PERSONNEL FILES	15
ARTICLE 21 - LABOR/MANAGEMENT and SAFETY COMMITTEES	16
ARTICLE 22 - SNOW POLICIES	16
APPENDIX A - SALARY SCHEDULE.....	18
APPENDIX B - EVALUATION INSTRUMENT	21

AGREEMENT

This Collective Bargaining Agreement is by and between the City of Haverhill, a municipal corporation duly organized and existent under the laws of the Commonwealth of Massachusetts, acting through its School Committee, hereinafter referred to as "Employer," and the SEIU Local 888 Haverhill Transportation Group, a voluntary and unincorporated association located in the city of Haverhill, County of Essex, Commonwealth of Massachusetts, hereinafter referred to as the "Union".

WITNESSETH

That in consideration of the mutual undertakings of the parties as hereinafter set forth, the parties hereto agree as follows:

EFFECTIVE DATE:

This agreement shall remain in force and effect for the term beginning July 1, 2020 through June 30, 2023.

BARGAINING REPRESENTATIVES:

Employer recognizes the Union and its officers, committees and representatives as the sole collective bargaining representative and agency for all employees coming under the jurisdiction of the Union, and as hereinafter provided, in respect to wages, hours, and conditions of employment and standards of performance to be performed by employees covered herein.

ARTICLE 1 – RECOGNITION

The SEIU Local 888 is recognized as the sole and exclusive collective bargaining agent for all full time and regular part time bus drivers, van drivers, and monitors.

MUTUAL COOPERATION:

- a. The employer recognizes and agrees not to interfere with the rights of its employees to become members of the SEIU Local 888.
- b. The employer agrees that it will not exercise or countenance any discrimination, interference, restraint, coercion, by the employer or any of its agents, servants, or employees against any employees because of membership in the Union or because of any lawful activities on behalf of the-Union.
- c. Employees shall be provided with professional development training in safety, customer service. The training will be provided to the employees, as determined by management, with compensation at the employee's hourly rate.

ARTICLE 2 - COMMITTEE RIGHTS

The School Committee hereby retains those rights, powers and duties, to manage the organization and direct the work force of the Haverhill Public Schools except as otherwise modified by a specific provision of this Agreement.

ARTICLE 3 - WORK YEAR AND WORKDAY

The work year for ten (10) month employees shall begin the first day of school day of school and shall end with the last day on which school attendance is required, as determined by either the laws/regulations of the Commonwealth of Massachusetts or the School Committee.

The work year for twelve (12) month employees shall include the summer programs defined by Special Education department.

Overtime assignments will be distributed on a seniority and rotational basis, but may be altered by the Supervisor to meet the needs of the organization.

Overtime is defined as work performed by employees covered by this agreement for the school system after an employee has worked five consecutive normal shifts and the total hours per week equal forty hours. Employee overtime must be authorized by the Supervisor of Transportation.

The Supervisor of Transportation, with the mutual consent of the employee, may extend the employee's contracted hours per day on a temporary basis.

An employee who is called back to work for extraordinary reasons, after the employee's regular hours are completed, shall work and be paid for a minimum of two (2) hours for such call back assignment and must be pre-approved by their direct supervisor.

The Supervisor of Transportation shall be able to adjust routes, drivers and monitors as necessary.

All drivers are responsible for daily routine maintenance of their bus/van and the completion of all procedures as established by the Supervisor of Transportation. Drivers shall not use City owned vehicles for personal use during non- work hours. Drivers shall not allow any unauthorized riders on any City owned vehicles at any time.

All employees shall follow the Haverhill Public School policies as to the use of cell phones or any other electronic devices.

All employees shall follow the City of Haverhill employee policy regarding smoking on or near school property. School busses are considered school property.

Members of the bargaining unit shall receive all regular assignments prior to any non-permanent employee, substitute, or vendor. Regular assignments shall be assigned to members of the bargaining unit in consideration to low hours then seniority.

All employees regular work day and work week during the summer school break shall be as follows: All drivers/monitors hired for the summer period will get a minimum of 24 hours work per week. Such 24 hours per week is subject to change upon 30 days notice to the Union and an opportunity to impact bargain before such change is implemented.

SCHOOL CANCELLATION:

It is further understood and agreed that whenever a school day is cancelled because of inclement weather, that day shall be considered a non-work day, except for those employees who have commenced their work day prior to the issuance of the school cancellation notice. In the event that employees have reported to work on a day when school is cancelled due to the fact that they did not have actual notice of the school cancellation prior to reporting for work, they shall be paid for two (2) hours and will be required to work for two (2) hours at the discretion of the Supervisor of Transportation. It is the responsibility of the employee to follow the approved snow protocol of the Haverhill Public Schools prior to reporting to work. Employees covered under this agreement shall have the option of using paid sick leave accruals to cover snow days. Use of such days shall be utilized in calculating merit day accruals.

ARTICLE 4 - VACANCIES

Vacancies shall be posted within ten days (10) of the declared vacancy. Employees shall be notified within five (5) days of any appointment by the Haverhill Superintendent of Schools. A position shall be deemed vacant when, as and if it is posted by the School Committee.

When an employee fills in for a position entitled to a different pay scale, such employee is to receive that different pay rate effective immediately for the entire time served in the new position.

The Supervisor of Transportation and any individual employee may by mutual agreement, increase the time worked by that employee and the applicable benefits for the position, on a permanent basis the changes need to impact bargain.

Any employee who holds the licensure for a posted position shall be given first consideration for the posted position.

Vacant routes, either permanent or temporary, shall be offered to the bargaining unit in order of seniority prior to being posted.

ARTICLE 5 - NEW EMPLOYEES

Any employee covered under this Agreement hired to work at the Transportation Department and who is not filling a position that has been temporarily vacated by a permanent employee for any reason or a position that has yet to be filled on a permanent basis according to the terms of this agreement and/or other District hiring policies, shall be considered a permanent employee and as

such will be entitled to receive all benefits provided for in this agreement, except for the sick leave which will be pro-rated.

New employees shall not be eligible to use personal leave during the first ninety (90) days of employment.

All new permanent employees shall serve a six-month probationary period during which the District may terminate their employment for any reason or no reason. The six-month probationary period will begin on the date of permanent hire and will end 180 calendar days later.

No employee who has completed his/her probationary period, shall be disciplined, suspended or discharged without just cause.

ARTICLE 6 - HOLIDAYS

Employees shall be given the following holidays from regular work with pay:

1. Labor Day
2. Columbus Day
3. Veterans Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas
7. New Year's Day
8. Martin Luther King Day
9. Presidents Day
10. Good Friday
11. Patriot's Day
12. Memorial Day
13. July 4th

In order to be eligible for holiday pay for each of the above holidays as they fall, an employee must work the first workday before the holiday and the first workday after the holiday unless the employee is hospitalized or otherwise recovering therefrom.

ARTICLE 7 - SICK LEAVE AND SICK LEAVE BANK

All ten (10) month full-time (twenty plus hours per week) employees shall be entitled to ten (10) days sick leave during each fiscal year during which this contract is in full force and effect. All twelve (12) month full time (twenty plus hours per week) shall be entitled to twelve (12) days sick leave during each fiscal year during which this contract is in full force and effect. All ten month, part-time (nineteen or less hours per week) employees shall be entitled to five (5) days sick leave during each fiscal year during which this contract is in full force and effect. Said entitlements shall be prorated for full-time and part-time employees based on their date of employment. All employees shall be entitled to accumulate sick leave accruing under this and past contracts up to a maximum of one hundred and fifty (150) days.

Employees shall be required to provide medical documentation after three (3) consecutive days of absence due to illness as well as the day before and after a holiday.

The Haverhill School Committee reserves the right to require any Transportation Staff member to submit to an independent medical examination paid for by the School Committee for the purpose of establishing whether an employee is able to resume his/her duties.

The Union and the Haverhill School Committee share a common concern for those few who have extended illness and those few who might abuse a sick leave provision. In order to deal with these situations, the School Committee and the Union agree to establish a Board consisting of the Union President, a second representative of the Union and two representatives of the School Committee.

The Board will oversee the operation of a sick leave bank which will operate under these conditions:

- a. The bank's efforts are aimed at assisting those individuals who have serious illness or accidents, which result in the exhaustion of an individual's accumulated sick leave.
- b. The bank will be funded on a yearly basis at a rate of one day per employee.
- c. An individual in need of assistance will petition to the Board. The Board's decision is binding on all parties and is not subject to the grievance procedure of appealable to any tribunal. If a petition for the sick bank usage results in a tie vote, the issue will be submitted directly to the Superintendent for a decision.
- d. The maximum number of days granted to an individual from the sick bank will not exceed one hundred fifty (150) days.
- e. Sick bank days unused at the end of the fiscal year shall be carried over to the next fiscal year provided that one hundred and fifty (150) days will be the maximum number of days carried forward.
- f. In the event that the bank is depleted, additional bank days will be funded, on a voluntary basis, not to exceed an additional day per year per person. (g) Additional sick leave through the sick leave bank shall only be requested upon the exhaustion of all available leave.
- g. Additional sick leave through the sick leave bank shall only be requested upon the exhaustion of all other available leave.

The Board will review individual cases involving reported sick bank leave abuse and after proper investigation, may require an individual to submit a medical examination (provided that this is not in conflict with an individual's religious beliefs). The cost of this examination will be borne equally by the Union and the Haverhill School Committee. The Board will have the right to censure any individual who has abused sick leave and issue a full report to the School Committee for subsequent action.

ARTICLE 8 - ALLOWED ABSENCES-MISCELLANEOUS

a. Emergency Family Leave

Transportation employees shall be granted two (2) days of paid leave for the sudden illness of a member of the immediate family which is deemed an emergency. Said leave period shall be charged to sick leave.

b. Bereavement Leave

All employees shall be granted a period of five (5) days' absence with full pay each time there is a death in the immediate family. This leave is to be taken immediately following the death of an immediate family member. The immediate family is defined to include: mother, father, grandmother, grandfather, stepmother, stepfather, sister, brother, child, wife, husband, mother-in-law, father-in-law or any member of the immediate household.

Up to three (3) days of leave shall be made available for the death of a grandchild.

The employee will be allowed one (1) day off per year, with pay, to attend the funeral of a non-family member so long as advance notice is given to the Supervisor of Transportation of the plans to attend the funeral.

c. Urgent Personal Business

All drivers and monitors shall be eligible to receive one (1) paid Urgent Personal Business Day per year upon submission of the required written notification no less than three (3) days prior notification. Employees shall request and receive written authorization from the Superintendent, or his/her designee, prior to taking any allowed personal days.

Employees with five (5) years or more of service shall be eligible for a second such personal day.

d. Jury Duty

Transportation Personnel shall be paid the difference in pay between jury duty service pay and their regular salary while service on jury duty.

e. Death Benefit

In the event of the death of an employee who has completed at least 10 years of continuous service, non-inclusive of substitute work, the employee's designated beneficiary shall receive a compensatory payment up to fifty (50) accrued sick leave days based on the employee's accrual at time of death.

f. Merit Attendance Policy

For each quarter of perfect attendance by a member of the bargaining group (excluding bereavement, family illness days, vacation days, merit days, and personal days), one-day annual leave will be given to the employee. For four (4) quarters of perfect attendance (excluding bereavement, family illness days, vacation days, merit days, and personal days) a fifth (5th) day will be added to annual leave. Such days are to be taken during the following quarter with approval of the Transportation Supervisor.

Quarters are defined as follows:

July 1 – September 30

October 1 – December 31

January 1 – March 31

April 1 – June 30

Merit days earned in the fourth quarter shall be rolled over to the first quarter.

Employees, at their request, shall be allowed to use merit days on non-paid work days that fall within the workweek during the school year.

ARTICLE 9 - VACATIONS

All permanent transportation employees shall receive vacation as follows:

After one (1) year one week, after two (2) years two weeks, and after three (3) years but less than fifteen (15) years three weeks, and after fifteen years four (4) weeks. Computation of an employee's service for purposes of eligibility shall begin from the date of the initial employment, non-inclusive of substitute work. Transportation employees may carry over unused vacation from year to year provided the amount to be carried over shall not exceed five (5) days. All requests must be approved by their immediate supervisor and submitted in writing, with reason(s) for said request, to the Superintendent and/or her/his designee for approval prior to June 1st. All vacation days carried over must be taken in the following year and may not be carried over for a subsequent year. The decision of the Superintendent on these matters is final and not subject to the grievance and arbitration provisions of this contract.

ARTICLE 10 - HEALTH INSURANCE BENEFITS

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employee hired before July 1, 2013 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or before July 1, 2013 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

FLEXIBLE SPENDING ACCOUNT UNDER IRS SECTION 125

The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account shall be the maximum allowed amount according to the IRS.

HEALTH REIMBURSEMENT ACCOUNT

The City will establish Health Reimbursement accounts pursuant to the current MGL c.32B PEC agreement.

OPT-OUT-PLAN

The City of Haverhill will provide a health insurance opt out plan. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

ARTICLE 11 - SALARY SCHEDULE

The parties hereby agree that, as set forth below and in Schedules A, B, and C, the employees within the jurisdiction of the Union shall be given.

Increase wages across the board as follows:

CDL and 7D Drivers

Effective July 1, 2020 \$0.50 per step increase; Decrease 3rd step from 14 years to 11 years of service in all years of contract.

Effective July 1, 2021 \$0.50 per step increase

Effective July 1, 2022 \$0.50 per step increase

Bus Monitors

Effective January 1, 2021 – Minimum wage increase

Effective January 1, 2022 – Minimum wage increase

Effective January 1, 2023 – Minimum wage increase

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employ of the Haverhill Public Schools to become an active M.G.L. c. 32 retiree.

Direct Deposit – All employees shall be paid any and all wages due by way of direct deposit.

ARTICLE 12 - CALCULATION OF PAY FOR ALLOWED ABSENCES

The amount of pay for holiday, vacation or sick pay for an employee shall be based upon the rate and hours of pay for the employee for the previous weeks of consecutive employment.

ARTICLE 13 - DRESS CODE/UNIFORM

The District will provide each member a minimum of five (5) shirts per school year. Pants, closed-toe shoes, safety vests and masks shall be provided by the employee and must comply with the dress code established by the Supervisor of Transportation. All employees are expected to dress in a clean and neat manner at all times. Employees will receive a department issued Identification card.

ARTICLE 14 - DUES DEDUCTION

Effective upon ratification of this agreement, the School Committee agrees to deduct from its employees' dues for the SEIU Local 888 of School Transportation Employees. Each employee must, in writing (form to be provided by the Union), individually and voluntarily authorize the committee to make said deduction one (1) week prior to the distribution of payroll from which deductions are made.

The Union shall indemnify and save the Committee and/or the City of Haverhill harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to the aforementioned paragraphs of this Article.

The Employee agrees to accept a digital record of voice and/or electronic authorization for purposes of proof of dues authorization if requested by the Union in the future.

The Employer agrees to pay these monies to the Union when they are deducted and to provide the Union with an electronic list of all employees holding bargaining unit positions and amount of deduction being made in that period for each employee.

ARTICLE 15 - EVALUATION OF TRANSPORTATION EMPLOYEES

Effective upon ratification of this agreement, all transportation employees shall be evaluated on an annual basis. Each evaluation shall be completed by June 30th. These formal written evaluations shall be performed by the Supervisor of Transportation and/or designee. (Evaluation Guidelines and Instrument are referenced in Appendix B.). The parties agree to meet to approve the guidelines and instrument for evaluation.

ARTICLE 16 - GRIEVANCE PROCEDURE

DEFINITIONS

- A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract.
- B. A "grievant" is the person or persons making the claim.
- C. For the purpose of the time lines the term "response" shall be defined as an actual response, or in the event of no response is given, the date on which such response is due, whichever comes first.
- D. Unless otherwise specified, "days" shall be days on which the central administration office is open for business.

PURPOSE

- A. The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of transportation employees. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.
- B. Nothing herein contained will be constructed as limiting the right of any transportation employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Union; provided, however, if the Union later determines that, in its view, the adjustment is inconsistent with the terms of the Agreement, then the Union shall be given the opportunity to present such views to the member of the administration.

PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum; and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

A. Level One

An employee who wishes to pursue a grievance must, within five (5) days of the event/events giving rise to the grievance, submit the grievance in writing to the Supervisor of Transportation, either directly or through the Association's representative. The written grievance shall set forth (1) the alleged facts upon which the grievance is based, (2) reference to the provision(s) of the Contract allegedly violated, and (3) the specific remedy requested.

The Supervisor of Transportation shall meet with the grievant and render a decision in writing within ten (10) days of receipt. A copy of the decision will be provided to the grievant and to his representative.

B. Level Two

If the grievance is not resolved at Level One, the grievant may within five (5) days after the Supervisor of Transportation response, file the grievance in writing with the Superintendent of Schools.

Within ten (10) days of the Superintendent's receipt of the written grievance, the Superintendent or designee will meet with the grievant in an effort to resolve the grievance. The Superintendent will render a decision within twenty (20) days of the meeting.

C. Level Three

1. If the grievance is not resolved at Level Two, the Haverhill Public School Transportation Association may within ten (10) days after the Superintendent's response, submit the grievance to binding arbitration by sending written notice with the American Arbitration Association, with a copy sent to the Superintendent of Schools. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding, except as hereinafter provided in Paragraph C3.
2. The costs for the service 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 Association.
3. It is expressly agreed and understood that this provision as to the arbitration will not apply to negotiations.
4. No grievance involving a discharge or suspension of an employee, which is governed by regulations of the Civil Service Commission, may be submitted for arbitration.
5. Any arbitrator appointed pursuant to this Article shall be without power to alter, amend, add to or delete from the express language of this agreement.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

All transportation staff must maintain all licenses and certifications required for their position.

All bus monitors hired after July 1, 2013 will be required to have a Class D driver license. All current monitors that have not been required to maintain a Class D driver license for medical reasons will not be required to obtain a license.

All Transportation staff is required to be certified in cardiovascular pulmonary resuscitation (CPR) and to maintain said certification during their term of employment. CPR training shall be provided annually at no cost to the employee. CPR training shall be provided annually at no cost to transportation staff, based on availability.

All Transportation staff is required to attend and complete all training as mandated by the Superintendent of Schools or his/her designee.

In the event that a license/license renewal application is submitted at least eighty (80) days prior to the due date/expiration date and the member takes all other required steps to obtain any required license in a reasonable time, he/she shall be able to work in any lower grade position not requiring such pending licenses until the licenses are received. No other regular full-time or part-time member's hours, routes, or positions shall be affected in providing this benefit. The parties agree to utilize the joint labor management process to continue to review the eighty (80) day notice to discuss whether a shorter notice period would better serve both parties.

ARTICLE 18 - MISCELLANEOUS

- A. In the event the Supervisor of Transportation decides to reduce the number of employees covered by the extant Collective Bargaining Agreement it shall determine the number of such employees in various classifications to be placed on layoff. The employees to be laid off in such classification shall be laid off in inverse order of system seniority, provided the employee has at least five (5) years of seniority and positive employee evaluations.
- B. Drivers shall be allowed to drop off their assigned monitors on a daily basis, provided it is on the way to their home during mid-day break, DPW or any other similar overnight parking location, or, less than ½ mile from their assigned route. Prior authorization from the Supervisor shall be obtained and not unreasonably denied. For the school year 2018-2019 monitors who were previously dropped off between ½ mile and 1 mile from the assigned route shall be grandfathered. Thereafter, all employees shall comply with he 1/2 mile from the assigned route requirement above.
- C. Time off without loss of wages, benefits or other privileges may be granted to Union negotiations committee members for attendance at negotiating sessions with the School Committee. Other leaves will be approved at the discretion of the Supervisor of Transportation.
- D. All school-year and summer route assignments shall be provided to each member at least seven (7) calendar days prior to the start of the school-year and summer period. The Supervisor shall retain the unilateral right to alter routes thereafter as needed without notice.
- E. All vacancies must be posted on the School Department Website for a minimum a week.
- F. The Director of Transportation shall approve all time sheets. Under no circumstance shall the Director of Transportation alter an employee's time sheet without knowledge and discussion with the employee. The employee shall sign off on each change of their time sheet.
- G. Permanent Full-Time Employees required by the Haverhill School Department to work in a position lower in classification than what they hold, shall be paid the rate of the higher

classification. This shall not include an employee changed to a lower classification by their own fault (i.e. - loss of license) or those who request a change in classification.

- H. During the life of this contract, the Haverhill Public School Department shall have the right to install AVL, GPS and/or video cameras on all school owned buses. The Haverhill Public School Department shall give the Union notice prior to installation.
- I. Members of the bargaining unit shall not be required to leave the bus/van when students are aboard. They shall not be required to leave the bus to alert the residence of their arrival. Exclusion from this section is when an employee is obligated to provide physical assistance to a child for the purpose of boarding the vehicle.
- J. Employees may request to have their school aged children attending the Haverhill Public Schools be assigned to their assigned bus and bus route so as to allow for their drop off and pick up from school. The Supervisor shall evaluate each request and shall make a determination on all facts, including but not limited to sufficient seating on the vehicle, which determination shall be final.
- K. The District shall provide all CDL and 7D drivers with a designated medical provider(s) to perform physical examinations for drivers license renewal. Employees may utilize the provider(s), who will direct bill the District for services and there shall be no charge to the employee. Alternatively, employees may choose to use their own medical provider and shall pay all costs for any exams.

ARTICLE 19 - FIELD TRIPS

For the Purpose of the article field trips are defined as out-of-town field trips; that is, not regularly scheduled routes.

The Employer will make every effort to post field trips five (5) days or as soon as available prior to the outing. Employees who are properly licensed and are interested in said outing shall bid and be awarded the outing based on seniority, which shall be on a rotating basis. In the event no one accepts the outing, the Employer shall assign employees to an outing by reverse seniority.

Employees shall receive notice that they are assigned to a field trip twenty-four hours prior to the field trip.

ARTICLE 20 - PERSONNEL FILES

- A. Each employee shall have the right, upon request, to examine and to copy any and all material, including any and all evaluations contained in his/her personnel file.
- B. Whenever any written material is inserted into an employee's personnel file, the employee shall be notified and given a copy of such material.
- C. The employee may challenge the accuracy of any such material by filing a written response which shall be included in the personnel file.

ARTICLE 21 - LABOR/MANAGEMENT and SAFETY COMMITTEES

Section 1. In order to provide a means for continuing communications between the parties, and for promoting a climate of constructive Employee/management relations, a Labor/Management Committee shall be established consisting of three members of management and three members of the union.

Section 2. The Committee shall meet at least once bi-monthly, or more or less as mutually agreed upon. The topics discussed shall relate to the general applications of this Agreement and to other matters of mutual concern including improvement of Employer-Employee relations and improving productivity.

Section 3. Recognizing the importance of the safety for the children of the Haverhill Public School, both the Union and the School Department shall establish a safety committee that shall meet bi-monthly for the purpose of discussing safety topics such as monitor staffing and any other safety concerns brought forward by either party.

ARTICLE 22 - SNOW POLICIES

If employer designates DPW or any similar location as overnight parking location, employees shall not be responsible for snow removal from their assigned vehicle except for clearing of the windshield, mirrors, and windows. They shall also not be required to perform any shoveling, snow removal or sanding around their assigned vehicles or other grounds. This provision shall supersede all others in the contract concerning snow removal duties.

Additionally, if employees are required to park their assigned vehicles in the lot across the street from the DPW or any similar location, the School Committee will ensure proper safety and reasonable necessities including access to bathrooms, shelter, and lighting at these locations year round during all assigned hours of work.

Snow Removal Team – There shall be a Snow Removal Team to be in effect at 3” or more of snowfall. Employees may sign up to be a part of the Snow Team between October 1st and October 15th of each year. The Team members will be appointed by the Supervisor of Transportation based on seniority and ability to perform the work. The Supervisor reserves the right to appoint the Team Leader and this decision is final and not subject to the grievance procedure. If by October 15th there are not enough “members”, then the Supervisor may appoint anyone including person outside of the bargaining unit to perform the clearing of snow and other related activities.

The Snow Team shall be organized as follows:

Team Snow Leader – To coordinate activities, keep track of employee hours and coordinate with snow plow drivers. Snow Team Leader shall be compensated \$100 dollars per snowstorm worked in this capacity in addition to regular hours of work and regular compensation.

Snow Team Members – Would be responsible for clearing vehicles of **ALL** snow and ice. This position would also require that they move cleared vehicles into position to allow for plowing to occur. Snow team members shall be compensated \$75 dollars per snowstorm worked in this capacity in addition to regular hours of work and regular compensation.

All decisions regarding the “Snow Removal Team” are made by the Supervisor of Transportation or his/her designee.

This Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives.

HAVERHILL SCHOOL COMMITTEE

SEIU LOCAL 888, HAVERHILL SCHOOL
TRANSPORTATION EMPLOYEES

By: _____
Its Chair

By: _____
Its President

Gail Sullivan

Cynthia A. Dally

Maile Peltier

Leanne

Dated: 10/28/21

Dated: _____

APPENDIX A - SALARY SCHEDULE

HAVERHILL TRANSPORTATION DEPARTMENT

SCHEDULE A

**Effective July 1, 2020
CDL & 7D Drivers (\$0.50 per step increase)**

Position	Hourly Rate Step 1	Hourly Rate Step 2 (7 years of service)	Hourly Rate Step 3 (11 years of service)
CDL Driver	\$18.54	\$18.90	\$19.27
7D Driver	\$15.40	\$15.70	\$16.00

Effective January 1, 2021 (Minimum Wage Rate increase)

Position	Hourly Rate Step 1	Hourly Rate Step 2 (7 years of service)	Hourly Rate Step 3 (11 years of service)
Bus Monitor	\$13.50	\$13.70	\$13.90

APPENDIX A - SALARY SCHEDULE

HAVERHILL TRANSPORTATION DEPARTMENT

SCHEDULE B

**Effective July 1, 2021
CDL & 7D Drivers (\$0.50 per step increase)**

Position	Hourly Rate Step 1	Hourly Rate Step 2 (7 years of service)	Hourly Rate Step 3 (11 years of service)
CDL Driver	\$19.04	\$19.40	\$19.77
7D Driver	\$15.90	\$16.20	\$16.50

Effective January 1, 2022 (Minimum Wage Rate increase)

Position	Hourly Rate Step 1	Hourly Rate Step 2 (7 years of service)	Hourly Rate Step 3 (11 years of service)
Bus Monitor	\$14.25	\$14.45	\$14.65

APPENDIX A - SALARY SCHEDULE

HVERHILL TRANSPORTATION DEPARTMENT

SCHEDULE C

**Effective July 1, 2022
CDL & 7D Drivers (\$0.50 per step increase)**

Position	Hourly Rate Step 1	Hourly Rate Step 2 (7 years of service)	Hourly Rate Step 3 (11 years of service)
CDL Driver	\$19.54	\$19.90	\$20.27
7D Driver	\$16.40	\$16.70	\$17.50

Effective January 1, 2023 (Minimum Wage Rate increase)

Position	Hourly Rate Step 1	Hourly Rate Step 2 (7 years of service)	Hourly Rate Step 3 (11 years of service)
Bus Monitor	\$15.00	\$15.20	\$15.40

APPENDIX B - EVALUATION INSTRUMENT

**HAVERHILL PUBLIC SCHOOLS
TRANSPORTATION DEPARTMENT
CDL AND 7D DRIVERS
EVALUATION INSTRUMENT**

Effective June 27, 2013, all transportation employees shall be evaluated on an annual basis. Each evaluation shall be completed by June 30th. These formal written evaluations shall be performed by the Supervisor of Transportation and/or his/her designee.

NAME: _____ TITLE/POSITION: _____

SCHOOL: _____ DATE: _____

RATING SCALE

- E** Excellent – performs above expected performance level.
- G** Good – performs at expected performance level.
- F** Fair – needs improvement.
- NA** Not Applicable – category does not apply to job.

EVALUATION

JOB RESPONSIBILITIES	E	G	F	NA
Vehicle Operation and Care: The Driver operates his/her school bus in conformity with Federal, State, and Local Laws, policies and regulations.				
Performs pre-trip inspection prior to each trip.				
Performs post-trip inspection immediately after discharging students.				
Maintains a sanitary and safe vehicle at all times.				
Reports all incidents immediately to Supervisor and/or his/her designee.				
Ensures that all students are safely and properly seated on the bus at all times.				
Maintains all proper licenses and certifications. (ie...Driver's License, CDL, 7D, CPR, Medical Card)				
Completes timesheets accurately and submits on a timely basis				

COOPERATION	E	G	F	N/A
Acknowledges supervisory directives.				
Works well with others.				
Is consistent, reliable and dependable.				
Uses sound judgment in decision making.				
Demonstrates caring, fairness, respect and enthusiasm toward fellow employees, parents/guardians and students in all conduct and communications.				
Adheres to chain of command when addressing conflict.				

PROFESSIONALISM	E	G	F	N/A
Demonstrates honesty, respect and high moral standards in all interactions.				
Dresses appropriately according to Article 13 of the CBA				
Demonstrates the ability to handle matters in a confidential and professional manner.				

SUPERVISOR'S COMMENTS/RECOMMENDATIONS:

POST-CONFERENCE

Evaluations of transportation employees must be reviewed in a post-conference meeting. The employee should read and discuss the evaluation with the evaluator. The employee has the right to comment or rebut the evaluation.

OVERALL EVALUATION SUMMARY RATING:

Excellent

Good

Fair

SUMMARY OF CONFERENCE:

Evaluator's Comments

Employee's Comments

Employee's Signature: _____ **Date:** _____

Evaluator's Signature: _____ **Date:** _____

Evaluator: _____ **Title/Position:** _____

Supervisor's Signature: _____ **Date:** _____

APPENDIX B - EVALUATION INSTRUMENT

**HAVERHILL PUBLIC SCHOOLS
TRANSPORTATION DEPARTMENT
MONITORS
EVALUATION INSTRUMENT**

Effective June 27, 2013, all transportation employees shall be evaluated on an annual basis. Each evaluation shall be completed by June 30th. These formal written evaluations shall be performed by the Supervisor of Transportation and/or his/her designee.

NAME: _____ TITLE/POSITION: _____

SCHOOL: _____ DATE: _____

RATING SCALE

- E** Excellent – performs above expected performance level.
- G** Good – performs at expected performance level.
- F** Fair – needs improvement.
- NA** Not Applicable – category does not apply to job.

EVALUATION

JOB RESPONSIBILITIES	E	G	F	NA
Collaborates with the Bus Driver in teaching children the correct safety procedures for boarding and exiting the bus as well as the danger zones around the vehicle.				
Handles discipline while the bus is in motion and reports any observation of child abuse or neglect, bullying and all other unacceptable behavior.				
Assists driver in reporting all incidents immediately to Supervisor and/or his/her designee.				
Ensures that all students are safely and properly seated on the bus at all times.				
Adheres to all protocols for the release of students to parent/guardians.				
Assists driver in maintaining a sanitary and safe vehicle at all times.				
Maintains all proper licenses and certifications. (ie...Driver's License, CPR)				
Completes timesheets accurately and submits on a timely basis				

COOPERATION	E	G	F	N/A
Acknowledges supervisory directives.				
Works well with others.				
Is consistent, reliable and dependable.				
Uses sound judgment in decision making.				
Demonstrates caring, fairness, respect and enthusiasm toward fellow employees, parents/guardians and students in all conduct and communications.				
Adheres to chain of command when addressing conflict.				

PROFESSIONALISM	E	G	F	N/A
Demonstrates honesty, respect and high moral standards in all interactions.				
Dresses appropriately according to Article 13 of the CBA				
Demonstrates the ability to handle matters in a confidential and professional manner.				

SUPERVISOR'S COMMENTS/RECOMMENDATIONS:

POST-CONFERENCE

Evaluations of transportation employees must be reviewed in a post-conference meeting. The employee should read and discuss the evaluation with the evaluator. The employee has the right

to comment or rebut the evaluation.

OVERALL EVALUATION SUMMARY RATING:

- Excellent**
- Good**
- Fair**

SUMMARY OF CONFERENCE:

Evaluator's Comments

Employee's Comments

Employee's Signature: _____ **Date:** _____

Evaluator's Signature: _____ **Date:** _____

Evaluator: _____ **Title/Position:** _____

Supervisor's Signature: _____ **Date:** _____