

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

July 1, 2023 – June 30, 2024

July 1, 2024 – June 30, 2027

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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, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2027.

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 and Trainer.

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.

ARTICLE 2 - COMMITTEE RIGHTS

The School Committee hereby retains those rights, powers and duties, to manage the organization and direct the workforce 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 consist of 182 work days to include the 180 school days and the day before school begins and the November Professional Development Day (Election Day) 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 consist of 212 work days to include the summer programs, defined by the Superintendent of Schools and/or his/her designee. This includes 180 school days, the day before school begins and the November Professional Development Day, and the Summer programs.

All Drivers are required to report to work fifteen (15) minutes prior to the start of their route in order to complete their pre-trip inspection and log book and/or inspection book. On cold days, including inclement weather, employees may report to work thirty (30) minutes prior to the start of their route for pre-trip inspection and warming of vehicle, defrost etc. with the approval of the Transportation Coordinator.

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

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

Members of the bargaining unit shall receive all regular assignments prior to any non-permanent employee, substitute, or vendor. The new school year original route assignments shall be assigned to members in consideration to seniority. As additional assignments become available during the school year, the routes 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 programs shall be as follows: All drivers/monitors employed for the summer school 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.

OVERTIME:

Overtime assignments will be distributed on a seniority and rotational basis, but may be adjusted by the Transportation Coordinator 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 forty hours per week. Employee overtime must be authorized by the Transportation Coordinator.

An employee who is called back to work at the end of the work day, 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. Call backs may be refused.

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 Transportation Coordinator. 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 vacation, personal, and merit day accruals to cover snow days. Use of such days shall be utilized in calculating merit day accruals.

ARTICLE 4: CONDITIONS OF EMPLOYMENT:

It is the direct responsibility of the employee to attain, retain and renew their CDL, 7D and State Drivers License for their position.

Licensure: 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.

Electronic Devices: All employees shall follow the School Committee policies as to the use of cell phones or any other electronic devices to include the use of earbuds or headphones. For Drivers, cell phone use is only permitted in an emergency situation and when the vehicle is pulled over and in park. Drivers and Monitors shall be permitted to use cell phones etc... only when no students are on board the bus for work related purposes. In the event of an emergency or navigational needs, the monitor may use their personal cell phone.

School Owned Vehicles: Drivers shall not use School owned vehicles for personal use during non- work hours.

Unauthorized Riders: Drivers shall not allow any unauthorized riders on any School owned vehicles at any time.

Inspections: All drivers are responsible for daily routine inspection of their bus/van and the completion of all procedures as established by the Transportation Coordinator and MassDOT

Registry of Motor Vehicles. Both the Driver and Monitor are responsible for the cleanliness of their vehicle.

Tobacco: All employees shall follow the Haverhill School Committee policy (GBED) regarding smoking, tobacco, and electronic cigarettes, on or near school property or within a school zone of 300 feet. School buses are considered school property. School Committee Policies can be found on the district website.

Criminal Charges: It is the direct responsibility of the employee to notify the Superintendent of Schools within twenty-four (24) hours, or as soon as able thereafter, of their criminal arrest or the issuance of a criminal complaint/indictment against the employee.

Alcohol and Drugs: The Haverhill Public Schools shall adhere to federal law and the Department of Transportation regulations requiring a drug and alcohol-testing program for school bus drivers. Such testing will be conducted for five different situations: pre-employment, randomly (CDL Drivers only), following an accident, following an authorization to return to duty after substance abuse treatment, and upon reasonable suspicion that a driver or monitor is under the influence of alcohol or drugs.

Use of School Department Email: The School Department email system shall be used solely for school department business at all times. No other such use, personal, union or otherwise, shall be allowed at any time without the express permission of the Superintendent and/or his/her designee.

Safety and Security: Students are under the care and supervision of our bus drivers and bus monitors daily. When the driver or monitor suspect child abuse or neglect it is expected that they will report their concerns to the Transportation Coordinator and / or the building principal and file a 51A with the Department of Children and Families.

Social Media: All staff are to adhere to the policies of the Haverhill School Committee to include the importance of maintaining proper decorum in the on-line, digital world (Haverhill School Committee Policy on Social Media IJNDD) as well as in person. School Committee Policies can be found on the district website.

ARTICLE 5 - 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 Transportation Coordinator 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 6 - NEW EMPLOYEES

When an employee has been appointed to a permanent position that employee shall be entitled to receive all benefits provided for in the agreement effective immediately except for the sick leave benefit and which will be prorated. New permanent 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 7 - 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. Juneteenth (IF SCHOOL IN SESSION FOR 10 MONTH)
14. July 4th (EXCLUDES 10 MONTH)

In order to be eligible for holiday pay for each of the above holidays as they fall, an employee must work a full day the first workday before the holiday and a full day the first

workday after the holiday unless the employee is out on scheduled and approved paid time off or if the employee is hospitalized or otherwise recovering from a medical procedure and provides the appropriate medical documentation to Human Resources.

Protocols for requests will be established for vacation and personal days in order to ensure the department is not understaffed during the school year. A subcommittee will meet in the 2025-2026 school year.

ARTICLE 8 - 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. Starting in the 2024-2025 school year all twelve month employees shall be granted fifteen (15) sick days annually. 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 appeal 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 censor any individual who has abused sick leave and issue a full report to the School Committee for subsequent action.

ARTICLE 9 - ALLOWED ABSENCES-MISCELLANEOUS

a. Emergency Family Leave

Transportation employees shall be granted three (3) 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, grandchild or any member of the immediate household.

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 Transportation Coordinator of the plans to attend the funeral.

c. Personal Days

Effective in the 2024-2025 school year, All drivers and monitors shall be eligible to receive three (3) paid Personal Days per year upon submission of the required written notification no less than three (3) days prior notification, except before or after a holiday which notification is ten (10) days prior, and if a member elects to use a day to cover school cancellations. If such leave, at that time is necessary, the Superintendent of School and/or their designee, must be provided with a written request stating the specific reasons for the personal day. Employees shall request and receive written authorization from the Superintendent, and/or their designee, prior to taking any allowed personal days. New permanent employees shall not be eligible to use personal leave during the first ninety (90) calendar days of employment, excluding non-work days such as school cancellation etc.

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, 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, 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 Coordinator.

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 10 - 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. All vacation requests are subject to approval of the Transportation Coordinator in order to meet the needs of the department. 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 the Superintendent of Schools and/or his/her designee and submitted in writing, with reason(s) for said request, to the Superintendent of Schools and/or her/his designee for approval prior to June 1st. All vacation days carried over must be taken in the following school year before the first day of school and may not be carried over for a subsequent year. The decision of the Superintendent of Schools and/or her/his designee on these matters is final and not subject to the grievance and arbitration provisions of this contract. Non-work Days shall not require approval.

ARTICLE 11 - 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. Employees 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 after 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 12 - SALARY SCHEDULE

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

Increase wages across the board as follows:

	Year One	Year Two	Year Three	Year Four
	RETRO 2023-2024	2024-2025	2025-2026	2026-2027
CDL	\$1.50	\$2.50	\$0.75	\$0.75
7D	\$1.50	\$1.25	\$0.75	\$0.75
Monitor	\$1.50	\$0.75	\$0.75	\$0.75

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 13 - 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 four weeks (180 school days excluding school vacation weeks) of consecutive employment.

ARTICLE 14 - DRESS CODE/UNIFORM

The District will provide each member a minimum of five (5) shirts per school year. It is expected that transportation staff will at all times dress in a manner that is befitting of a professional organization and appropriate for the position. Pants, closed-toe shoes, safety vests and masks (when required) shall be provided by the employee and must comply with the dress code established by the Transportation Coordinator. All employees are expected to dress in a clean and neat manner at all times. Employees will receive a department issued Identification card.

ARTICLE 15 - 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 16 - 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 Transportation Coordinator and/or designee. (Evaluation Guidelines and Instruments are referenced in Appendix B.). The parties agree to meet to approve the guidelines and instrument for evaluation.

ARTICLE 17 - 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 construed 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 Transportation Coordinator, 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 Transportation Coordinator 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 Transportation Coordinator 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 18 - PROFESSIONAL DEVELOPMENT

In order to renew the appropriate licenses as a member of the transportation department, employees must attend all professional development sessions.

Employees shall be provided with professional development training in safety, customer service, driving protocols, CPR, AED and First Aid. The training will be provided to the employees, as determined by management, with compensation at the employee's hourly rate.

All Transportation staff are required to be certified in cardiovascular pulmonary resuscitation (CPR) and to maintain certification during their term of employment. CPR training shall be provided every two years by the Haverhill Public Schools at no cost to the employee.

All Transportation staff are required to attend and complete all training as mandated by the Superintendent of Schools or his/her designee. This will include the day prior to the start of school, the November (election day) professional development day, and all half-day professional development days as scheduled in the student calendar.

In the event that a license/license renewal application is submitted at least sixty (60) 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 sixty (60) day notice to discuss whether a shorter notice period would better serve both parties.

Any driver or monitor who earns their initial 7D or CDL license provided by the Haverhill Public Schools, whose employment terminates within one (1) year for those with a 7D and within two (2) years for those with a CDL from the date of the separation, will reimburse the district the cost of the appropriate training. The amount to be reimbursed is \$1,000 for a 7D driver and \$2,000 for a CDL driver.

ARTICLE 19 - MISCELLANEOUS

- A. In the event the Superintendent of Schools and/or his/her designee 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, or to the designated transportation yard or, less than 1 mile from their assigned route. Prior authorization from the Transportation Coordinator shall be obtained and not unreasonably denied. For the monitors residing in Haverhill picked up prior to the school year 2018-2019 who were previously dropped off 1 mile from the assigned route and/or transportation yard shall be grandfathered.
- 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 Transportation Coordinator .
- 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 Transportation Coordinator 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 Transportation Coordinator shall approve all time sheets. Under no circumstance shall the Transportation Coordinator alter an employee's timesheet or electronic timesheet without knowledge and discussion with the employee. The employee shall sign off on each change of their timesheet or electronic timesheet. It is expected that when requested, the employee meets the Transportation Coordinator and/or his/her designee to review any errors or concerns submitted prior to the submission to the payroll department.
- 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. For those buses without the hardwire connections, drivers are required to plug in the camera at the start of the route.
- 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 or exiting 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 Transportation Coordinator 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 20 - 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 21 - 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 22 - 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 23 - SNOW POLICIES

If employer designates the transportation yards 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 transportation yards or any similar location, the School Committee will endeavor to provide proper safety and reasonable necessities including access to bathrooms, shelter, and lighting at these locations year round during all assigned hours of work. It must be noted that the Transportation Office is generally available to the Transportation staff for bathrooms and shelter.

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 Transportation Coordinator based on seniority and ability to perform the work. The Transportation Coordinator 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 a 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.

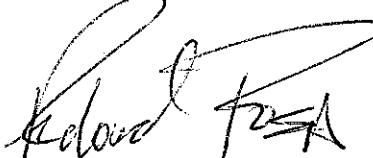
Snow Team Members – Would be responsible for clearing vehicles of **ALL** snow and ice. This position would also require that they move cleared vehicles into position to allow for plowing to occur. Snow team members shall be compensated \$75 dollars per snowstorm worked in this capacity in addition to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

All decisions regarding the “Snow Removal Team” are made by the Transportation Coordinator 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

By:


Edward Fresh
Its Chair Vice Chair

SEIU LOCAL 888, HAVERHILL SCHOOL
TRANSPORTATION EMPLOYEES

By:


S. Macdonald
Its President

Dated

:

10/9/25

Dated

:

10/2/25

APPENDIX A - SALARY SCHEDULE

HAVERHILL TRANSPORTATION DEPARTMENT

	Year One	Year Two	Year Three	Year Four
	RETRO 2023-2024	2024-2025	2025-2026	2026-2027
CDL	\$1.50	\$2.50	\$0.75	\$0.75
7D	\$1.50	\$1.25	\$0.75	\$0.75
Monitor	\$1.50	\$0.75	\$0.75	\$0.75

Year	Position	Step 1	Step 2	Step 3	Step 4
2023-2024	CDL Driver	\$21.04	\$21.40	\$21.77	NA
2024-2025	CDL Driver	\$23.54	\$23.90	\$24.27	\$24.77
2025-2026	CDL Driver	\$24.29	\$24.65	\$25.02	\$25.52
2026-2027	CDL Driver	\$25.04	\$25.40	\$25.77	\$26.27

Year	Position	Step 1	Step 2	Step 3	Step 4
2023-2024	7D Driver	\$17.90	\$18.20	\$19.00	NA
2024-2025	7D Driver	\$19.15	\$19.45	\$20.25	\$20.75
2025-2026	7D Driver	\$19.90	\$20.20	\$21.00	\$21.50
2026-2027	7D Driver	\$20.65	\$20.95	\$21.75	\$22.25

Year	Position	Step 1	Step 2	Step 3	Step 4
2023-2024	Monitor	\$16.50	\$16.70	\$16.90	NA
2024-2025	Monitor	\$17.25	\$17.45	\$17.65	\$18.15
2025-2026	Monitor	\$18.00	\$18.20	\$18.40	\$18.90
2026-2027	Monitor	\$18.75	\$18.95	\$19.15	\$19.65

Step 2: Effective July 1, after the completion of the 7th year

Step 3: Effective July 1, after the completion of the 11th year

Step 4: Effective July 1, after the completion of the 20th year.

Effective July 1, 2024: The Transportation Department Trainer will earn an additional \$10.00 per hour over their CDL hourly wage when they serve in the role as Trainer for the Transportation Department. During the weeks that the CDL Driver/Trainer serves in both capacities, approved overtime earned will be paid at the blended rate of the two rates and will be paid at one and a half times their average hourly rate.

*BY DECEMBER 2025 COMMITTEE WILL MEET TO DISCUSS THE EVALUATION FORMS
FOR DRIVER, MONITOR, AND TRAINER*

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 electronic 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 electronic timesheets accurately and submits on a timely basis				

COOPERATION	E	G	F	N/A
Acknowledges supervisory directives.				
Works well with others.				
<u>Is consistent, reliable and dependable.</u>				
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 the 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:** _____