

AGREEMENT
BETWEEN THE
HINGHAM SCHOOL COMMITTEE
AND THE
HINGHAM PUBLIC SCHOOL BUS AND VAN DRIVERS' ASSOCIATION

2020-2023

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SIDE LETTER AGREEMENT: EXTRA-RUNS

AGREEMENT made this ____7th ____ day of June 2021, by and between the School Committee of the Town of Hingham (hereinafter referred to as the "Committee") and the Hingham Public School Bus and Van Drivers' Association (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

- 1.1 The Committee recognizes the Association pursuant to the provisions of Chapter 150E of the General Laws as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment of all permanent, regular full-time and part-time bus and van drivers, but excluding, Supervisor of Transportation and all other employees of the Hingham School System.

ARTICLE II
MILITARY LEAVE

- 2.1. The Committee will comply with all State and Federal laws with respect to mandatory military leaves of absence and reinstatement from such leaves of absence. Except as provided in Section 2.4, all military leaves shall be without pay.
- 2.2. Military leave will be granted to any driver who is inducted or who, in lieu of induction, enlists for one required term in any branch of the armed services of the United States or during the period of any involuntary extension of enlistment.
- 2.3. Upon return from such a leave, a driver will be placed on the salary schedule at the level which he/she would have achieved had he/she remained in the Committee's active service during the period of absence, up to a maximum of four (4) years.

2.4. Drivers with more than six months' continuous employment by the Town next prior to the time of performing the service herein referred to, who are called for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid full pay for not more than one week in addition to the normal vacation allowance.

ARTICLE III GROUP INSURANCE PLAN

3.1 The Committee 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 Town employees. It is understood that the Town will not itself operate the plan but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the application. The premiums for such plan shall continue to be shared in the same proportion as for other Town employees. 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.

ARTICLE IV PERSONNEL RECORDS

4.1 A driver may, upon request, review the contents of his/her personnel file, except that confidential references supplied by others will be removed. No material which his/her immediate supervisor or the Superintendent deems derogatory to driver's service, character or personality will be placed in such bus driver's or van driver's personnel file

unless such bus driver or van driver has had an opportunity to review the material. The driver will acknowledge having had the opportunity to review such material by signing the copy to be filed; such signature, however, shall not be deemed to indicate agreement with the contents thereof. The driver shall also have the right to submit a written answer to such material and his/her written answer shall be reviewed by the Director of Business and attached to the file copy.

ARTICLE V PROTECTION

5.1 Drivers will immediately report to the Committee's Director of Business in writing any case of assault or abusive conduct they suffer in connection with their employment.

5.2 Such written report, if the driver requests, will be forwarded to the Superintendent and the Committee. The Committee will comply with any reasonable request from the driver for information it has about the incident and act appropriately as liaison between the driver, the police and the courts.

ARTICLE VI PROBATIONARY PERIOD

6.1 Each new driver will be considered a probationary employee and shall have no seniority status until he/she has completed a probationary period of ninety (90) calendar days of continuous employment, during which time he/she may be discharged with or without cause and without recourse under this Agreement. Days lost from work, because of sickness or accident during the probationary period shall not be considered in computing said ninety (90) consecutive calendar days and shall not break the consecutive period. During the probationary period, a bus driver or van driver shall be considered a temporary employee.

6.2 During the first thirty (30) days following promotion, a driver may choose to return to the driver's former position, or the School District may choose to return the driver to the driver's former position, and any such decision shall not be subject to grievance or arbitration.

ARTICLE VII TERMINATION OF EMPLOYMENT RIGHTS

7.1 A driver's length of continuous employment and all employment rights shall terminate if he/she:

- 1) Quits or resigns his employment;
- 2) is discharged, terminated or retired;
- 3) Is absent from work for three (3) or more consecutive working days without notifying the Committee or without adequate reason if he/she does notify the Committee;
- 4) Fails, without adequate reason, to report for work upon recall at the time specified by the Committee or to report for work at the expiration of a leave of absence granted by the Committee for any reason;
- 5) Is absent from work for any reason (other than an approved leave of absence granted by the Committee) for a continuous period of twelve (12) months, except that an employee on layoff with recall rights may be absent from work for a continuous period of twenty-four (24) months.

ARTICLE VIII DISCHARGE AND DISCIPLINE

8.1 The Committee agrees that drivers shall not be discharged, disciplined or reduced in rank except for just cause. The Committee may, in its sole discretion, terminate the employment of an employee who is assigned driving duties and who is unable to continue performing such

duties because his/her license has been revoked or suspended. The Committee may, in its sole discretion, grant any such employee an unpaid leave of absence, not to exceed one (1) year.

If a bus driver or van driver is determined to be responsible by a police officer or is reasonably determined to be more than 50% responsible by a supervisor for an accident involving a District Vehicle (an "offense"), the following shall apply:

For a first offense, the driver will receive a verbal warning.

For a second offense within one year of the offense which resulted in the verbal warning, the driver will receive a written warning and may be required to complete additional safety training as determined by the District (provided that the District shall pay the cost of such training, and the driver shall be paid his or her regular hourly rate for the time actually spent in training);

For a third offense within two years of the offense which resulted in the verbal warning, the driver will be dismissed (with the approval of the Superintendent) from his/her duties.

A driver who would be dismissed under this provision may ask that the District's Business Manager review the dismissal, and the Business Manager, in his or her sole discretion, may modify or dispense with the discipline based on his or her assessment of such factors as the driver's prior driving history and the nature of the offenses (including, without limitation, factors such as inclement weather).

ARTICLE IX
EMPLOYEE COMPLAINT PROCEDURE

9.1 In the interest of resolving employee complaints as informally and rapidly as possible, drivers who have complaints or dissatisfactions regarding their employment may utilize this informal complaint procedure. Any such complaint may be presented to the bus driver or driver's immediate supervisor in an effort to resolve the complaint. If the complaint is not resolved to the driver's satisfaction in this informal procedure and it otherwise qualifies as a grievance as defined in Section 10.2, the driver may utilize the formal grievance procedure in Article X, provided that the grievance is filed within the time limit set forth in Section 10.4.

ARTICLE X
GRIEVANCE PROCEDURE

10.1 The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any grievance without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association is notified of the proposed disposition of the grievance before a final determination thereon.

10.2 The following definitions shall apply for purposes of this Agreement:

(1) A "grievance" shall mean a complaint by a driver (or, in the case of a group or class grievance referred to in Section 10.5, a group of drivers) that as to such driver (or drivers) the Committee has interpreted and applied this Agreement in violation of a specific provision thereof.

(2) An "aggrieved employee" shall mean the driver or group or class of drivers making the complaint.

10.3 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 be extended only by prior mutual agreement. "Days" as used in this Article and Article XI shall mean calendar days.

10.4 The processing of grievances shall be undertaken in accordance with the following procedure:

LEVEL ONE. The aggrieved driver must first present the grievance in writing to the supervisor who is the first level of supervision above the bargaining unit within twenty (20) days of the date on which the driver knew or reasonably should have known of the event or events giving rise to the grievance. Within five (5) days after receipt of the grievance, the supervisor and the aggrieved driver, and if the aggrieved driver so chooses, a representative of the Association, shall meet to discuss the grievance. The supervisor shall provide his/her decision in writing within five (5) days after the conclusion of such meeting.

LEVEL TWO. If the grievance is not settled to the satisfaction of the aggrieved driver at Level One, the grievance shall be presented in writing to the Committee's Business Director within eight (8) days of the decision in Level One. Within five (5) days after the receipt of the grievance by the Business Director, he/she and the aggrieved driver and, if the aggrieved driver so chooses, a representative of the Association, shall meet to discuss the grievance. The Business Director shall provide his/her decision in writing within five (5) days after the conclusion of such meeting.

LEVEL THREE. If the grievance is not settled at Level Two, the grievance shall be presented in writing to the Superintendent within eight (8) days of the decision in Level Two. The Superintendent or his/her designee and the aggrieved driver and, if the aggrieved driver so chooses, a representative of the Association, shall meet within five (5) days after receipt of the written grievance by the Superintendent or his/her designee to discuss the grievance. The Superintendent or his/her designee shall give his/her answer in writing within five (5) days after the conclusion of such meeting.

LEVEL FOUR. If the grievance is not settled at Level Three to the satisfaction of the aggrieved driver, the grievance may be presented in writing to the Committee within eight (8) days of the decision at Level Three. The Committee shall consider the grievance and provide its decision in writing to the aggrieved driver within thirty (30) days after receipt of the written grievance by the Committee when no hearing on the grievance is held, or within fifteen (15) days after the conclusion of the hearing when a hearing is held. If the grievance is not settled to the satisfaction of the aggrieved driver at Level Four, the Association may submit the grievance to arbitration by giving written notice to the Committee within ten (10) days after receipt of the Committee's decision.

10.5 A grievance involving a group or class of drivers may be presented in writing as a group grievance by the Association at Level One within twenty (20) days of the earliest date on which a driver in the group knew or reasonably should have known of the event or events giving rise to the grievance, provided that the "group" shall include only those drivers who have advised the Association in writing in advance of the initial presentation of such grievance that they wish the Association to pursue the grievance on their behalf, and provided further that the Association

at such time of initial presentation furnishes the Superintendent a list of those drivers who have so advised the Association.

10.6 If a decision at any level is not provided within the time limits specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher level.

10.7 No grievance shall be considered which is not presented within the time limit specified in Level one. If a grievance is once settled, or, if it is not appealed to the next higher level within the specified time limits, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration under Article XI.

ARTICLE XI ARBITRATION

11.1 In the event the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this Article. Nothing in this Article shall preclude the parties mutually agreeing to conciliate a grievance.

11.2 The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree within seven (7) days after receipt by the Committee of written notice that the Association intends to arbitrate, the Association shall, within seventeen (17) days after such receipt, refer the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the then current rules of the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules,

subject to the provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator.

11.3 Either the Committee or the Association shall have standing to question arbitrarily in arbitration or in an appropriate forum.

11.4 The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement. In reaching his/her decision the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement. The arbitrator may or may not make his/her award retroactive as the equities of the case may require. Unless the parties otherwise agree, each grievance shall be separately processed in any arbitration proceedings hereunder. The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, the Association and the bus drivers and/or van drivers who initiated the grievance.

ARTICLE XII LEAVES OF ABSENCE

12.1. The Committee may, in its sole discretion, grant an unpaid leave of absence for reasons of illness or injury, parental, military service or other reasons deemed compelling by the Committee in its sole discretion, provided that the Family and Medical Leave Act of 1993 shall

supersede the provisions of this Agreement to the extent that the Act provides a better benefit. Except as may be required by law, the maximum length of a leave of absence shall be twelve (12) months. To be considered for a leave of absence, a written request must be submitted to the Director of Business as far in advance of the requested start of the leave as possible. Further supporting documentation or information may be required.

12.2 During an approved leave of absence, a driver shall not accrue any benefits, but such leave shall not break the employee's length of continuous employment. An employee who is on an approved leave of absence may continue to participate in the group insurance plan by tendering the full premium pursuant to arrangements established by the Director of Business. Up to six (6) months of an unpaid leave of absence shall count toward the computation of seniority for purposes of layoffs and recalls and extra runs.

ARTICLE XIII CONTINUITY OF OPERATIONS

13.1 The Association agrees that no Association officer, Association representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or of any other kind), walkout, work stoppage, sit-down, slowdown or any other direct or indirect interference with the operations of the school system. The Committee agrees not to conduct a lockout.

13.2 The Association and its members, individually and collectively, agree that if there is a violation of Section 13.1, any or all bus drivers and van drivers violating this clause will at the discretion of the committee be subject to disciplinary action, including discharge or suspension.

Furthermore, the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

13.3 In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in court at law or in equity or in arbitration pursuant to the procedure described in Article XI.

ARTICLE XIV RIGHTS OF COMMITTEE

14.1 The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that, as elected representatives of the citizens of Hingham, the Committee has the responsibility for the operation of the Hingham Public Schools.

14.2 Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of The Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

14.3 As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee

retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE XV
ASSOCIATION SERVICE FEE AND DEDUCTIONS

15.1 The Committee agrees to deduct each week Association dues from the wages of drivers who individually and voluntarily authorize the Committee to do so in writing in a form satisfactory to the Committee and to remit the amounts so deducted to the Treasurer of the Association. Such authorization shall provide that it may be withdrawn by the driver by giving at least sixty (60) day's notice in writing of such withdrawal to the Committee and by filing a copy thereof with the Treasurer of the Association. The provisions of this Section shall be subject to the requirements of Section 17G of Chapter 180 of the General Laws including the requirement that the Treasurer of the Town shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in such sum and with such surety or sureties as are satisfactory to the Treasurer of the Town.

15.2 The Association shall indemnify and save the Committee harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the Committee for the purpose of complying with this Article or in compliance with any deduction authorization furnished to the Committee.

ARTICLE XVI
LAYOFFS AND RECALLS

16.1 When the Committee determines the number of bus drivers and/or van drivers to be laid off, if any, the Committee will first solicit volunteers for layoff within the particular job classification to be reduced. If there are not sufficient volunteers within the particular job classification, then the Committee will select those to be laid off within the particular job classification affected, as follows: bus drivers and van drivers will be selected in inverse order of their seniority, except that a more junior bus driver or van driver may be retained and a less junior bus driver or van driver laid off if the more junior employee has demonstrably superior performance (in relation to the work to be performed). A bus driver's or van driver's seniority shall mean his/her continuous and unbroken employment by the Committee in a position covered by the bargaining unit. Notwithstanding the foregoing, part-time bus drivers and van drivers within a particular job classification shall be laid off before full-time bus drivers and van drivers within that job classification. A list of bargaining unit job classifications for purposes of this procedure is contained in Appendix B.

16.2 A bus driver or van driver who has been selected for layoff from a job classification may displace a more junior bus driver or van driver in another job classification in the same or in successively lower salary grades than his/her own within the same job family, provided such more junior bus driver or van driver does not have demonstrably superior performance (in relation to the work to be performed and including recent attendance records). Job classifications grouped for job family purposes are shown in Appendix C. A bus driver or van driver selected for layoff may, in the alternative, displace a more junior bus driver or van driver in a job classification which he/she formerly held and in which he/she performed satisfactorily,

provided the more junior bus driver or van driver does not have demonstrably superior performance (in relation to the work to be performed and including recent attendance records). In order to displace any bus driver or van driver under this procedure, a displacing bus or van driver must be fully qualified to perform the work of the classification of the bus driver or van driver to be displaced in a manner which is satisfactory to the Committee.

16.3 Following layoff, assignments for bus or van drivers not laid off will be determined by The Committee, in its discretion

16.4 Notice of recall will be sent by registered mail, return receipt, to the last address of record of the bus or van driver, with a copy to the President of the Association. The bus driver or van driver shall have seven (7) calendar days after the date of mailing to accept recall. If the Committee does not receive written notice of acceptance of recall within such seven (7) calendar day period, or if a bus driver or van driver who has accepted recall fails to return to work within thirty (30) calendar days after the date the Committee mailed notice of recall, the bus driver or van driver's recall rights shall be terminated, unless the bus driver's or van driver's inability to return to work is due to verified illness supported by medical documentation satisfactory to the Committee received in advance of the expiration of said thirty (30) calendar day period. Bus drivers and van drivers on layoff are responsible for advising the Committee and the Association by registered mail, return receipt, of any changes of address. A bus driver's or van driver's recall rights expire if he/she is not recalled within twenty-four (24) months from his/her date of layoff.

16.5 Bus drivers or van drivers who are recalled to a vacancy in a job classification will be assigned to runs as determined by the Committee. A bus driver or van driver who is recalled will

resume his/her length of service as of the date of layoff for benefit accrual and salary increase purposes. A bus driver or van driver who is recalled shall also retain his/her original seniority date. Bus drivers and van drivers who are recalled shall be credited with their accrued and unused sick leave as of their date of layoff.

16.6 In the event that a bus driver or van driver has accrued and unused sick leave as of the date of his/her displacement from a position in which he/she accrues sick leave to a position for which there is no sick leave accrual, such bus driver or van driver will be permitted to use such accrued and unused sick leave, but shall not accrue any additional sick leave. It is understood that bus drivers and van drivers to be laid off must use any accrued and unused vacation prior to the date of layoff or that the Committee will lay them off sufficiently in advance of the date of layoff so that their annual salary through said date will not exceed the amount budgeted for the position. The Committee agrees to waive any contractual limitations concerning times when vacation may be taken in order to give effect to this provision.

16.7 To the extent permitted by law, if at all, a bus driver or van driver on layoff will be permitted to continue in the Town's group insurance program if such bus or van driver pays the full cost of coverage in advance of the date the Town is obligated to remit the premium to the carrier.

ARTICLE XVII
TUITION REIMBURSEMENT

17.1 Drivers shall be reimbursed for the cost of tuition for courses or programs related to their employment with the School Committee, up to a maximum of \$300 per employee in any fiscal year. Reimbursement will be available only for courses or programs which have been approved, in advance of enrollment, by the Director of Business in his/her sole discretion, and only for courses or programs which the bus driver or van driver has successfully completed.

ARTICLE XVIII
ANNUAL EVALUATIONS

18.1 The performance of all drivers will be reviewed annually.

ARTICLE XIX
DRIVER DUTIES

19.1 Drivers may be utilized to perform duties other than regular driving duties in snow emergency conditions or other extraordinary conditions.

19.2 Bargaining unit bus drivers, and not other employees of the Hingham Public Schools will be assigned to drive Hingham School Committee buses requiring a special bus driver's license in connection with school functions for which bargaining unit employees have traditionally performed the driving assignments. Notwithstanding that the Transportation Supervisor is excluded from the bargaining unit, she/he shall be entitled to perform the duties of a regular bus driver.

ARTICLE XX
WORK SCHEDULE

20.1 The regular daily hours for bus drivers will be based on the time value assigned to each route at the beginning of the school year. If a bus driver's actual worked hours exceed the assigned time value by more than seven (7) minutes on any given day then the bus driver will be compensated for an additional ¼ hour of pay.

20.2 The Committee has established a system based on seniority pursuant to which bus drivers will share in the assignment of extra runs (with separate lists for regular late runs, night runs and weekend runs) on a rotation basis. The Committee will not change such system, without first discussing said change with the Association. Extra van work shall be first offered to van drivers and then to full-time bus drivers on a seniority basis.

20.3 A part-time hourly driver who reports to work without having been notified that school has been canceled due to a severe weather condition, will be paid two (2) hours' pay at the driver's regular straight-time hourly rate.

20.4 All athletic, extracurricular, or other school related runs occurring after the end of the school day drop off, or on weekends shall be a minimum of three (3) hours. For this purpose "drop off" and "pick up" routes if done by the same driver shall be considered one "run".

20.5 Bus drivers shall be entitled to one (1) hour paid time (either as leave time or off-duty time) to attend to their yearly DOT physical. Effective July 1, 2017 this shall be increased to two

(2) hours paid time, and effective July 1, 2018 this shall be further increased to three (3) hours paid time; an employee who is required to use this time to complete her or his DOT physical shall not as a result be charged with a loss of the perfect attendance bonus entitlement under Section 26.6.

20.6 A trip which begins after 6:00 pm shall carry a minimum of four hours of pay.

20.7 Each employee shall report his or her starting and ending times for each full or partial shift or trip by using the time-recording system designated by the District.

ARTICLE XXI OVERTIME

21.1 A driver who is required to work in excess of eight (8) hours in any one work day or in excess of forty (40) hours in any one work week shall be paid for all such work at one and one-half (1 ½) times his/her regular straight-time hourly rate.

21.2 A bus driver who works on a Sunday as a bus driver and who has not turned down straight time work on the same weekend shall be paid at one and one-half (1 ½) times the bus driver's regular straight-time hourly rate for all time worked.

21.3 Days of absence with pay for sick leave, holidays, vacation, personal leave and bereavement leave will be considered time worked for purposes of computing eligibility for overtime.

21.4 The Association may review the record of overtime worked by members of the bargaining unit every two months.

ARTICLE XXII
WORK RULES

22.1 The Committee may adopt and from time to time modify work rules not inconsistent with the express terms of this Agreement, so long as (if the rule or any modification would have a material impact on the terms and conditions of employment for bargaining unit employees) the Committee has notified the Association of any such work rule prior to its adoption or modification. No such work rule or modification shall be arbitrary or capricious.

ARTICLE XXIII
SALARY RATES

23.1 The salary rates of bus drivers covered by this Agreement for the period July 1, 2020 to June 30, 2023 shall be determined in accordance with the schedule attached hereto as Appendix A.

23.2 Paychecks shall be distributed via direct deposit.

23.3 Any van driver who is required by the Committee to maintain a bus-driving license and who is assigned bus-driving duties shall receive an additional \$1,000.00 per year for such duties.

23.4 If a bus driver or van driver is not determined to be responsible by a police officer and is not reasonably determined to be responsible by a supervisor for an accident involving a District vehicle for a continuous period of active employment of two full school years, the driver shall received a yearend bonus of \$125.00. Effective July 1, 2017, this bonus shall be increased to \$175.00; effective July 1, 2019, this bonus shall be further increased to \$225.00.

23.5 Remote Days – All employees who were employed as of September 1, 2020 and are employed as of the date of ratification of the 2020 – 2023 successor agreement will get paid for

five (5) remote learning days for the 2020 – 2021 school year. For the 2021 – 2022 school year and going forward, all employees will be eligible to be paid for up to five (5) paid remote learning days each year if they are employed on the day that the remote learning occurs.

“Remote learning days” are defined as days when students are learning from home and the day is not being made up at the end of the school year.

ARTICLE XXIV HOLIDAYS

24.1 After completion of the ninety (90) day probationary period, drivers shall be entitled to holiday pay for each of the following holidays:

Labor Day

Columbus Day

Veteran Day (effective 7/1/10)

Thanksgiving

The Day After Thanksgiving

Christmas

New Years

Martin Luther King Day

President’s Day

Patriot’s Day

Memorial Day

24.2 Holiday pay will be computed on a driver's regularly scheduled daily hours for the day on which the holiday is celebrated.

24.3A driver will be paid at the rate of time and one-half for work on a day on a paid holiday included in Section 5.1.

24.4 To be eligible for holiday pay under this Article, a driver (a) must work as directed both his/her last scheduled work day before, and his/her first scheduled work day after, such holiday and on the holiday if so scheduled unless he/she is absent because of illness or other good cause, and (b) must actually perform some work within the work week in which the holiday occurs or, if he/she is on vacation for that week, during the last work week prior to his/her vacation.

ARTICLE XXV VACATIONS

25.1 Drivers who have worked for the School Department for at least ninety (90) days will be eligible for the following paid school vacation days:

December school vacation period: four (4) paid days

February school vacation period: four (4) paid days

Drivers who have completed five full consecutive or non-consecutive years of service, so long as the break in service is no more than 2 years, as of the start of the April school vacation period will be eligible for four (4) additional paid vacation days during the April school vacation period.

25.2 During the December school vacation, the four (4) vacation days will coincide with the first four days of the school vacation excluding Christmas Day, Saturdays and Sundays.

25.3 Vacation pay hours will be calculated based on each driver's regularly scheduled daily hours that correspond to the actual scheduled vacation days.

25.4 Any work performed on paid vacation days will be paid at regular time for time performed in addition to the vacation pay.

ARTICLE XXVI
SICK LEAVE

26.1 Drivers who have worked for the School Department for at least 90 consecutive school days shall be eligible for five (5) paid sick leave per year. Sick leave may be accumulated from year to year.

26.2 A driver on paid sick leave shall receive his/her regular straight-time hourly rate based on their regular assigned hours for up to five sick days per school year.

26.3 The Committee reserves the right to require a physician's certificate to support a claim of illness or disability. The Committee reserves the right to retain a physician at its own expense who may determine the illness of the driver. To be eligible for sick leave benefits, a driver must report his/her illness or disability to his/her immediate supervisor on the first day of his/her illness or disability as soon as possible prior to his/her scheduled reporting time. If the absence exceeds one (1) day, the employee must keep his/her immediate supervisor advised of his/her condition and must notify his/her immediate supervisor on the day preceding his/her return to work.

26.4 Drivers who resign, are dismissed or retire shall not be entitled to additional salary or wages in lieu of any paid sick leave not taken, nor may such unused paid sick leave be transferred to the account of another bus driver. Accumulated sick leave up to a maximum of one hundred twenty (120) days of a driver who dies while in the Committee's employ shall be

paid to such driver's designated beneficiary, if living, or, in lieu of a living designated beneficiary, to such employee's estate.

26.5 Each driver will be furnished a statement during the month of July of each calendar year showing his/her sick leave accumulation.

26.6 A driver who is not absent from an assignment due to sickness, personal or any other reason during a calendar month of the school year will be entitled to \$45 per month of perfect attendance to be paid at the end of the school year, which amount shall increase to \$50 per month effective for the 2015-2016 school year and thereafter Employees entitled to attendance bonus shall not be charged with a loss of said bonus entitlement because of leave for jury duty or authorized bereavement leave as defined in Article XXVII of the contract, or in the event of missing one run for the purposes of attending the driver's yearly DOT physical.

26.7 If a bus driver or van driver is absent for more than three consecutive work days, the driver may be required to present a physician's note indicating the driver's fitness for duty, in order to return to work.

If a driver is absent within a three month period for any reason (other than absences protected by the Family and Medical Leave Act or the Massachusetts Small Necessities Leave Act [without regard in either case to whether the individual driver meets the hours worked or length of service requirements for eligibility], the Massachusetts Parental Leave Act, or statutes governing leave for military service; absences which otherwise may not be the basis for discipline under applicable law; absences authorized as bereavement leave under Article XXVII; or absences authorized as jury duty leave under Article XXVIII) for more than three separate occurrences

(with each absence of one or more consecutive work days constituting one "occurrence"), the following shall apply:

For a fourth occurrence within a three month period, the driver shall be given a verbal warning, which shall remain in effect for a 30 day period from the last day of the fourth occurrence (this 30 day period being referred to as the "verbal warning period"). During the verbal warning period, any absence for illness or injury must be accompanied by a physician's note.

For an occurrence during the verbal warning period, the driver will be given a written warning, which shall remain in effect for a 60 day period from the last day of such occurrence (this 60 day period being referred to as the "written warning period").

For an occurrence during the written warning period, the driver shall be dismissed (with the approval of the Superintendent).

Prior to the imposition of a dismissal, the District shall meet with the driver to provide the driver an opportunity to explain any absence which the driver contends cannot lawfully be included in the computation of occurrences, and the District shall review any such dismissal to ensure it is in compliance with all applicable law. A driver who would be dismissed under this provision may ask that the District's Business Manager review the dismissal, and the Business Manager, in his or her sole discretion, may modify or dispense with the discipline based on his or her assessment of such factors as the driver's prior history of absenteeism.

ARTICLE XXVII BEREAVEMENT LEAVE

27.1 Except under unusual circumstances, bereavement leave without loss of pay not to exceed three (3) days as the Superintendent may determine, may be granted by the Committee to

any driver on account of a death in the immediate family of such employee. Immediate family includes:

- (a) Spouse of the driver
- (b) Children of the driver
- (c) Mother and father of the driver
- (d) Brothers and sisters of the driver
- (e) Grandmother and grandfather of the driver
- (f) Mother-in-law, father-in-law, sister-in-law and brother-in-law of the driver

ARTICLE XXVIII JURY DUTY

28.1 A driver who is required to serve on jury duty will be paid the difference, if any, between the amount received by him/her as juror's compensation and his/her regular straight-time earnings actually and necessarily lost on account of such jury service. If any driver is excused or released from jury service during his/her regular work day, he/she shall return to work. Such payment shall be made upon presentation by the driver of proper evidence of such service.

ARTICLE XXIX PERSONAL LEAVE

29.1 (a) the parties recognize that absences are detrimental to the educational process and therefore must be held to an absolute minimum.

(b) Effective from June 18, 2018 until July 1, 2018, employees may take no more than one day per school year on an unpaid basis, for personal reasons, provided that the Superintendent may

permit additional unpaid days, in her/his sole discretion. An employee's use of a single unpaid personal day per school year under this section shall not result in the employee's being charged with a loss of the perfect attendance bonus entitlement under Section 26.6.

(c) Effective July 1, 2018, clause (b) above shall cease to apply, and one day of personal leave with pay may be granted per school year, for important personal activities which cannot be carried on outside of school hours, as determined by the Superintendent in her or his sole discretion. Such activity shall include, but not be limited to, business or legal affairs, serious family illness, funeral, selective service examination, extended time required for completion of the yearly DOT physical and graduation of a member of the employee's immediate family so as to require the day off. A new employee shall not be eligible for any personal leave with pay until he/she has complete six (6) months of continuous employment. The benefits of this Article shall not be used to extend a holiday or vacation period. Except in cases of emergency, application for personal leave must be made to the Superintendent sufficiently in advance of the day on which such leave is desired to permit consideration of the request. Leave without pay or vacation time may be granted if a personal leave request is denied. A personal day which has not been used by the end of the school year shall be converted to a day of paid sick leave. An employee's use of a personal day with pay under this section shall not result in the employee being charged with a loss of the perfect attendance bonus entitlement under Section 26.6.

ARTICLE XXX WORK CLOTHING AND EQUIPMENT

30.1A clothing allowance of \$350 per year will be paid to each driver in November of each year. No stipend will be paid in a particular year to a driver whose employment commenced after July 1. To be eligible for payment of the stipends, a driver must have worked at least thirty (30) work days during the fiscal year. When a driver's thirtieth day

of work in the fiscal year occurs after the date on which payments are regularly made, in accordance with the first sentence of this section, then the stipend shall be paid in the month next following said thirtieth day.

ARTICLE XXXI
LONGEVITY

31.1 Drivers shall be eligible for longevity pay in accordance with the following schedule:

<u>Number of weeks per year scheduled to work</u>	<u>Length of continuous employment</u>	<u>Annual amount of longevity pay</u>
At least 35 but less than 39	At least 10 years but less than 15 years	425.00
	At least 15 years but less than 20 years	500.00
	20 years or more	575.00

31.2 Longevity pay shall be paid as follows: One-half (1/2) of the applicable annual amount shall be payable as of December 31 to each eligible employee and one-half (1/2) of the applicable annual amount shall be payable as of June 30. The amount of each payment shall be determined based on the driver's length of continuous employment as of the respective payment dates, i.e. December 31 or as of June 30 as applicable.

Notwithstanding the foregoing, longevity pay for a driver who is retiring with a pension from the employ of the Committee shall be pro-rated from the date of the last longevity adjustment to the first day of the month in which the driver retires. In order to be eligible to receive any longevity payment, a driver must have been in paid status (other than on workers' compensation) for at least half of the work days during the preceding six (6) month period.

ARTICLE XXXII
BUS DRIVER TRAINER

32.1 The School District may assign a bus driver who is certified as a bus driver trainer to provide driver training to prospective or current employees of the District. A bus driver while so assigned and actually performing training activities shall be compensated at the bus driver's regular hourly rate, and shall teach drivers or groups of drivers in such numbers and at such times as the District may determine. The District shall reimburse any driver assigned to this role for any renewal fees associated with maintaining the training certification, and at the end of any fiscal year in which such trainings are actually provided the trainer providing such trainings shall receive a stipend of \$1,000, provided that during such fiscal year the bus driver has performed training on each occasion at any time during the year requested by the District (and the bus driver and the District will work cooperatively to schedule trainings that might otherwise conflict with a driver's other responsibilities).

ARTICLE XXXIII
EFFECT OF AGREEMENT

33.1 This instrument constitutes the entire Agreement of the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

33.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

33.3 No provision of this Agreement shall be retroactive prior to the effective date.

33.4 Should any provision of this Agreement be or become invalid because of any existing or future provisions of law, court decision or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXXIV
PRECEDENCE OF LAWS AND REGULATIONS

34.1 Achieving the educational objectives of the Hingham Public Schools is of paramount interest to the parties hereto, as well as in the public interest. In administering all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such laws or regulations.

ARTICLE XXXV
NON-DISCRIMINATION

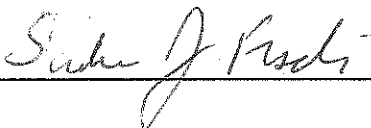
35.1 Neither the Committee nor the Association will discriminate against any bus driver or van driver because of race, color, national origin, handicap, religion, sex or age in violation of applicable Federal or State laws and regulations.

ARTICLE XXXVI
DURATION

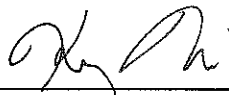
36.1 This Agreement shall become effective as of July 1, 2020, and shall remain in effect to and including June 30, 2023. Either party to this Agreement may initiate negotiations for a successor agreement to this Agreement to be effective on or after July 1, 2023 by tendering written notice to the other party on or after October 1, 2022.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and delivered by their duly authorized representatives as of the day and year first above written.

**Hingham Public Schools Bus and
Van Drivers' Association**



Hingham School Committee



APPENDIX A
HOURLY RATE SCHEDULE

	<u>Hourly</u> July 1, 2020 - June 30, 2021	<u>Hourly</u> July 1, 2021- June 30, 2022	<u>Hourly</u> July 1, 2022 - June 30, 2023
BUS DRIVERS	\$25.18	\$26.68	\$27.21
VAN DRIVERS	\$22.79	\$23.85	\$24.33
WHEELCHAIR LIFT VAN DRIVER	\$24.29	\$25.38	\$25.89

i.

APPENDIX B
JOB CLASSIFICATIONS

1. BUS DRIVER
2. VAN DRIVER

Eliminated - Effective July 1, 2021 (FY22)



SIDE LETTER AGREEMENT: EXTRA-RUNS

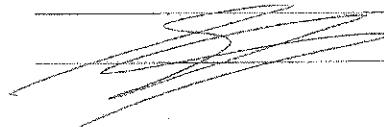
This side letter agreement confirms the agreement reached in connection with the negotiation of the 2000-2003 Agreement between the Hingham School Committee and the Hingham Public School Bus Drivers' and Custodians' Association, with respect to extra runs.

The parties have agreed that a driver volunteering to perform an extra run shall be paid for at least the number of hours actually posted for that run.




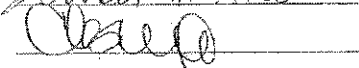
HINGHAM PUBLIC SCHOOL BUS DRIVERS'
AND CUSTODIANS' ASSOCIATION

HINGHAM SCHOOL COMMITTEE



Date: 12-3-05



Date: December 15, 2008

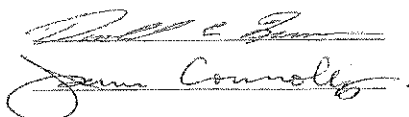
SIDE LETTER AGREEMENT: OVERTIME DISTRIBUTION

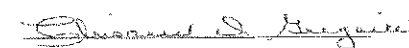
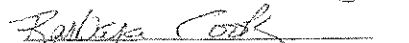
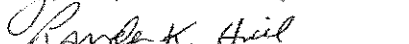

This side letter agreement confirms the agreement reached in connection with the negotiation of the 2000-2003 Agreement between the Hingham School Committee and the Hingham Public School Bus Drivers' and Custodians' Association, with respect to overtime distribution.

The parties agree that, to the extent prior practice in distribution of overtime has varied from the standard established by the first sentence of Section 3.4 of the Agreement, such prior practice shall not be relied upon by either party.

HINGHAM PUBLIC SCHOOL BUS DRIVERS'
AND CUSTODIANS' ASSOCIATION

HINGHAM SCHOOL COMMITTEE



Date: 12-3-08

Date: December 15, 2008

SIDE LETTER AGREEMENT: EPI-PEN

This side letter agreement confirms the agreement reached in connection with the negotiation of the 2000-2003 Agreement between the Hingham School Committee and the Hingham Public School Bus Drivers' and Custodians' Association, modifying the parties' August 8, 1997 "Epi-Pen" Agreement (the "1997 Epi-Pen Agreement").

Effective July 1, 2008, The parties have agreed that the 1997 Epi-Agreement is intended to provide a stipend payable on the basis of \$25 per week for 39 weeks (including "short" weeks), provided that where a driver is absent, the stipend will be paid to a substitute driver bearing Epi-Pen responsibilities at the rate of \$2.50 per shift, and this payment to the substitute driver will be deducted from the regular driver's weekly stipend.

HINGHAM PUBLIC SCHOOL BUS DRIVERS'
AND CUSTODIANS' ASSOCIATION

HINGHAM SCHOOL COMMITTEE

Date: _____

Date: _____

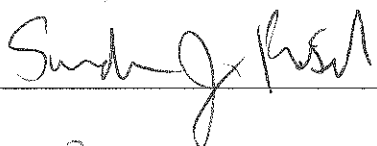
SIDE LETTER AGREEMENT: EXTRA-RUNS

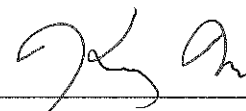
This side letter agreement confirms the agreement reached in connection with the negotiation of the 2000-2003 Agreement between the Hingham School Committee and the Hingham Public School Bus Drivers' and Custodians' Association, with respect to extra runs.

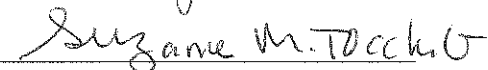
The parties have agreed that a driver volunteering to perform an extra run shall be paid for at least the number of hours actually posted for that run.

HINGHAM PUBLIC SCHOOL BUS DRIVERS'
AND CUSTODIANS' ASSOCIATION

HINGHAM SCHOOL COMMITTEE







Date: _____

Date: _____