

**AGREEMENT**  
**BETWEEN**  
**THE MANSFIELD SCHOOL COMMITTEE**  
**AND THE**  
**MANSFIELD SPECIAL EDUCATION BUS DRIVERS**

**JULY 1, 2017 – JUNE 30, 2020**

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**PREAMBLE**

In accordance with the General Laws of Massachusetts and in particular Chapter 150E, this Agreement is entered into on this FIRST day of JULY, 2017, between the Mansfield School Committee, hereinafter referred to as the "Committee" and the Mansfield Special Education Bus Drivers of the Massachusetts Teachers Association, hereinafter referred to as the "Association".

## ARTICLE I

### RECOGNITION

- A. Pursuant to the results of an election conducted by the Massachusetts Labor Relations Commission, the Committee recognizes the Association as the exclusive representative of all employees in the unit set forth in Section B, below, for the purposes of collective bargaining in respect to wages, hours, and other terms and conditions of employment.
- B. The Special Education Bus Drivers bargaining unit, as established by the Massachusetts Labor Relations, consists of all appointed, regular, full-time and part-time employees. The drivers included in this unit are special education bus drivers and van drivers.
- C. Definitions
1. Employee means exclusively a member of this bargaining unit as defined in Section B, above.
  2. a. The term "seniority" hereinafter used in this Agreement means an employee's length of continuous service in the bargaining unit defined in Section B above. The seniority of each present employee shall consist of his/her length of continuous service from his/her first day of service in a position described in Section B above. In cases of identical date of entry into the bargaining unit or first day of service, as the case may be, seniority shall be determined by the drawing of lots of such employees or their designees.
  - b. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within thirty (30) days next following the execution of this Agreement. An updated list will be supplied by October 1, each year thereafter. If no challenge to the list is made by the Association within thirty (30) days of receipt of this list, the list stands as written.
  3. Unless otherwise specified, the term "day" used in this agreement shall mean a regularly scheduled work day for Special Education Bus Drivers. It shall exclude any day other than a work day, including, weekends, holidays and school vacation days.
  4. Seniority  
Part-time workers' seniority will be prorated to actual time worked.

## **ARTICLE II**

### **SCOPE**

- A. In the event that any provision of this Agreement may be declared invalid or illegal by operation of law, all other provisions of this Agreement shall continue in full force and effect. The provision in question shall remain in effect to the extent permitted by law.
- B. As to all matters covered by this Contract, the express provision hereof shall control in any case where a conflict may exist between such express provision and policy, practice, procedure, custom or writing not incorporated in this Contract.

## ARTICLE III

### RIGHTS OF THE ASSOCIATION

- A. The Committee agrees to deduct from the salaries of the employees covered by this Agreement who have on file with the Committee a deduction authorization card, to be supplied by the Association, the dues required as a condition of acquiring or retaining membership in the Association. Said deductions shall be made in ten (10) equal installments from paychecks beginning with the pay period of October 1.
- B. All monies so deducted shall be forwarded to the Treasurer of the Association in monthly installments.
- C. Representatives and agents of the Association shall have reasonable access to the school premises for the purpose of conducting Association business. Association representatives who are not employees of the Committees shall obtain the approval of the appropriate Administrator prior to conducting Association business in the school building. Such access will not be unreasonably withheld so long as it does not interfere with the normal operation of school activities. Employees shall not conduct Association business during working time.
- D. Rights of Citizenship
- Members will be entitled to full rights of citizenship, and no religious or political activities of any member or the lack thereof will be grounds for any discipline or discrimination with respect to the members' employment.
- E. Private Lives
- In the event that the private actions of a bus driver compromises his/her ability to perform his/her duties, the School Committee reserves the right to take appropriate action.
- F. The School Committee will provide copies of any School Committee agenda and upon request other non-confidential materials distributed to the public.
- G. Agency Fee
- The Committee will require, as a condition of employment during the term of this Agreement, that employees who are not members of the Association pay a service fee to the Association. Payment of this service fee must be made within thirty (30) days after an employee begins employment or after the effective date of this Agreement, whichever is later. Those employees who serve prior to the adoption of this Collective Bargaining Agreement have the option of contributing or not contributing to the Association.
- H. The Association shall indemnify and hold harmless the Committee against any suits against it on account of payroll deductions for association dues. The Association agrees to refund to the Committee any amount paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.

**ARTICLE IV**

**DISTRICT RIGHTS**

1. The Mansfield School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or District or the Superintendent by law or any rule or regulation of the Commonwealth. Except as is otherwise expressly provided by the terms of this Agreement, the determination of educational policy, the operation of the schools and the direction of the working forces are exclusively that of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.
  
2. **Part-Time Employees**  
  
Notwithstanding any of the provisions of this Agreement, the Committee reserves the right to employ Special Education Bus Drivers on a part-time basis and apply, in its exclusive discretion, the applicable provisions of this Agreement to the part-time employees on a pro-rated basis. Bus Drivers who are regularly scheduled to work less than twenty-five (25) hours per week will be considered part time Special Education Bus drivers.
  
3. Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the Committee retains all the powers, rights and duties that it has bylaw and may, subject to this Agreement, exercise the same at its discretion.

## ARTICLE V

### GRIEVANCE PROCEDURE

- A.1. A grievance is defined as a complaint concerning a violation of a specific term or terms of this Agreement.
  2. 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 by mutual agreement.
  3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.
  4. Failure at any step of this procedure to appeal the grievance to the next step within the specified limits shall be deemed to have been withdrawn.
  5. A "day" shall be considered a normal workday, exclusive of holidays, weekends, and school vacations when employees are not required to report to work.
  6. When a grievance arises, such grievance must be filed within fourteen (14) days from the day of the event upon which grievance is based, or from the date when the employee had, or should have had knowledge of the event.
  7. Grievance meetings shall be held at mutually agreeable times.
  8. The Association may initiate and process grievances under this procedure as a party in interest.
- B. Level One  
A grievance shall be filed with the employee's immediate supervisor by the employee or employees concerned within the time limits specified in 6 above. Every such grievance shall be in writing and shall include the specific contractual provision(s) alleged to have been violated, and the remedy requested. The employee's immediate supervisor shall meet with the grievant(s) within five (5) days of receipt of the grievance in an attempt to resolve the grievance. The employee's immediate supervisor shall respond, in writing, within five (5) days next following the Level One meeting.

C. Level Two

If the grievance is not resolved at Level One, the grievance shall be advanced, in writing, to the Assistant Superintendent for Business Affairs within five (5) days of the receipt of the Level One response, or of its due date if no response is issued. Within ten (10) days after receipt of the written grievance, the Assistant Superintendent for Business Affairs or designee shall meet with the aggrieved employee(s) in an effort to settle the grievance. The Assistant Superintendent for Business Affairs or designee, shall respond, in writing, within ten (10) days next following the Level Two meeting.

D. Level Three

If the grievance is not resolved at Level Two, the grievance shall be advanced, in writing, to the Superintendent of Schools within ten (10) days of the Level Two decision or its due date, if no response is issued. The Superintendent of Schools, or designee, shall meet with the aggrieved employee(s) within twenty (20) days of the receipt of the grievance. The Superintendent of Schools, or designee, shall respond to the grievance, in writing, within ten (10) days next following the Level Three meeting.

E. Level Four

If the grievance is not resolved at Level Three, the Association may submit the grievance to arbitration within ten (10) days of the receipt of the written response at Level Three, or its due date if no response is received, by so notifying the Committee, in writing, of its intent to arbitrate. The Association shall thereafter file a Demand for Arbitration with the American Arbitration Association, and thereafter the grievance shall be processed in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The Arbitrator shall have no authority or power to amend, modify, delete or add to the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on both parties. The costs of such arbitration shall be borne equally by the Association and the Committee.

F. Miscellaneous

1. No written communications, other document, or record relating to any grievance shall be filed in the employee's personnel file regarding the processing of grievances.
2. Class or group grievances shall be submitted to Level One. Such grievances shall be submitted at Level Two if the matter represents a class action grievance, and at the same time copies of the grievance shall be submitted to the Assistant to the Superintendent for Business Affairs.
3. Decisions at all levels shall be in writing and shall be transmitted promptly to the grievant and the Association.
  4. Grievance proceedings will be kept confidential.

**ARTICLE VI**

**EMPLOYMENT**

- A. The Superintendent or designee shall not discipline or discharge an employee for arbitrary or capricious reasons.
- B. The first twelve (12) months of service after initial hire shall be considered to be the probationary period. The provisions of Section A and B above shall not apply to any employee during the probationary period. The Committee may discharge an employee during this period without the same becoming subject to a grievance procedure.
- D. Reduction in Force  
In the event that it becomes necessary to reduce the number of employees included in the bargaining unit because of a decline in pupil enrollment, change in student's needs, reorganization or lack of funds, employees shall be retained based upon the administrative evaluation of the following criteria:
  - 1. Length of Service
  - 2. Performance evaluations
  - 3. Command of the position
- E. Recall Rights  
Special Education Bus Drivers, who have been laid off, should be entitled to recall rights for one (1) year from the date of dismissal.

## ARTICLE VII

### VACANCIES AND TRANSFERS

- A. Definitions:
  - 1. Vacancies are defined as openings in positions included within the bargaining unit, which the Committee intends to fill.
  - 2. A voluntary transfer is defined as a change in the position of an employee initiated by the employee or voluntarily agreed to by the employee.
  - 3. An involuntary transfer is defined as a change in the position of an employee initiated by the Committee and not voluntarily agreed to by the employee.
- B. Notice of all vacancies shall be posted first in-house in all schools for at least seven (7) days and a copy shall be sent to the President. Such posting shall include salary, qualifications and description of duties. In addition, the School Committee may give such other notice of the vacancies, as it deems necessary. Such qualifications, duties and description of duties shall not be changed after having been posted without prior notice to the Association. The above language notwithstanding, it is understood and agreed that bargaining unit members shall not have seniority, but will be given preference on posted positions.

- C. In filling vacancies, the Committee will consider quality of service in the Mansfield Public Schools.
  
- D. An involuntary transfer will be made only after a meeting between the employee and the Superintendent of Schools, or designee, at which time the employee will be notified of the reasons for the transfer, in writing, if the employee so requests.

**ARTICLE VIII**

**EVALUATION**

- A. Employees shall be evaluated at least one time annually, and such evaluation shall be conducted openly with the full knowledge of the employee. Employees shall be given the opportunity to discuss a copy of any evaluation report with their evaluator. Under normal conditions, if requested, the evaluator will strive to meet with the evaluatee within ten (10) days of an evaluation.
  
- B. Employees shall sign each report prior to its placement in their personnel file. It is understood that such signature in no way indicates agreement with the contents thereof. Within ten (10) days after signing, an employee shall have the right to submit a written comment to any evaluation, and any such statement will be affixed to the evaluation.

- C. Evaluation Procedure

The Committee and the Association agree to use the evaluation tool contained herein as Appendix C.

- D. Complaints

Any complaints regarding a Driver made to any member of the Committee or Administration by any parent, student or other person as a result of which any action concerning the Driver is contemplated will be called to the attention of the Driver within five (5) school days.

- E. Administrative Authority

The Association recognizes the authority and responsibility of the Administration for disciplining or reprimanding a Driver for delinquency of professional performance. If a Driver is to be disciplined or reprimanded by a member of the Administration, he/she will be entitled to have an appropriate representative of the Association present.

**ARTICLE IX**

**EMPLOYEE FILES**

- A. Employees shall have the opportunity to review any material prior to its placement in the personnel file. The employee will acknowledge that she/he has had the opportunity to

review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be affixed to such material and placed in his/her personnel file.

- B. Employees shall have the right, upon request, to review the contents of their personnel file, in a confidential manner. In addition, each employee shall be provided a copy of any document herein, if requested.

- C. Inspection of Files

Drivers will have the right to review the contents of their personnel file or any other file containing information about said driver. A driver will be entitled to have a representative of the Association accompany him/her during such a review and to make photocopies of any materials in the files.

- D. Derogatory Material

No material derogatory to a driver's conduct, service, character, or personality will be placed in his/her personnel file, or any other file, unless the driver has had the opportunity to review the material.

## ARTICLE X

### HOURS OF WORK

- A. The regular workweek of employees whose work year comprises the calendar year shall consist of forty (40) hours, scheduled over five (5) consecutive days, Monday through Friday. The regular workday of such employees shall consist of eight (8) consecutive hours, exclusive of the lunch period.
- B. The regular workweek of employees whose work year comprises the school year shall consist of forty (40) hours, scheduled over five (5) consecutive days, Monday through Friday. The regular work day of such employees shall consist of eight (8) consecutive hours, exclusive of the lunch period.

School year employees shall work a 182 day work-year including the 180 days when school is in session, with the two additional days consisting of the day before school begins, or the day after school ends, or the professional development days during the school year. A school year employee's acceptance or rejection of the Administrator's request for additional days would be strictly voluntary.

- C. In order to adjust for school schedules and changes in operating conditions, the starting and ending times of daily work schedules may be adjusted from time to time by the administration, provided that at least two (2) weeks notice of such change is provided. The regular workweek and day described in this Article shall not be deemed a guarantee that any

particular number of hours of work will be available, nor in any way limit or restrict the right of the District to schedule overtime work.

Notwithstanding the foregoing, the District shall provide two weeks' notice of a change in schedule in all other situations. In non-emergency situations, the District shall make a good faith effort to provide notice in writing.

**ARTICLE XI**

**OVERTIME**

- A. Work performed at the request of the District in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid for at the rate of one and one-half times the regular hourly rate of pay of the employee. Hours worked for the purpose of computing overtime shall include only hours the employee actually works. Work performed in excess of forty (40) hours for calendar-year employees and forty (40) hours for school-year employees, shall be earned as compensatory time at a straight hourly rate, at the employee's option. (An employee shall indicate said preference when bi-weekly hours are submitted.)
  
- B. In the event an employee is called back to duty after the he/she has completed her regular workday and left his/her place of employment and before the beginning of his/her next regular workday, or in the event an employee is called back to duty on one or both of his/her scheduled days off, he/she shall be provided with not less than three (3) hours of pay at one and one-half times his/her regular hourly rate of pay. If the regular work week is less than forty (40) hours, the employee shall be provided with not less than four (4) hours at the regularly hourly rate.
  
- C. Overtime will be distributed to Bargaining Unit members on a rotating basis.

**ARTICLE XII**

**HOLIDAYS**

- A. The following eleven (11) days shall be considered paid holidays for employees whose work year comprises the calendar year and for employees whose work year comprises the school year: New Year's Day, Martin Luther King Day, President's Day, Patriots Day, Memorial Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day and the employee's birthday. In addition to the above eleven (11) days, Independence Day and Labor Day shall be considered paid holidays for employees who work year comprises the calendar year.
  
- B. An employee required to work on a holiday shall be paid, in addition to the holiday pay to which he/she is entitled as set forth in #A above, for each hour worked on such day at the rate of one and one-half (1/2) times his/her regular hourly rate of pay.
  
- C. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the proceeding Friday shall be observed as the holiday.
  
- D. To be eligible for holiday pay, an employee must work on her scheduled workday immediately before the holiday and immediately following the holiday unless the absence was approved in advance.

## ARTICLE XIII

### VACATIONS

1. Vacation time must be taken within the twelve (12) months after it has been earned.
2. Whenever an employee's employment is terminated during a year by layoff, resignation, retirement or death, without having been granted the vacation to which employee is entitled, the employee or employee's estate, in the case of employee's death, shall be paid at the termination of employee's employment a pro-rata amount as vacation pay.
3. Vacations shall be scheduled according to the demands of the employee's assignment and the preference of the employee, subject to approval of the Superintendent, or designee. Such approval shall not be unreasonably denied. However, the Superintendent, or designee, may limit the number of employees taking vacation at any given time to no more than one (1).
4. In the event that two or more employees request the same vacation period, seniority shall be the determining factor.
5. Vacation days must be taken during the traditional school vacation periods. The Superintendent, or designee, can make exceptions with prior notification of at least (30) calendar days.
6. Vacation time will be allotted only to those who have been identified as a calendar year employee as follows:

#### Fiscal Year 2018 and 2019

- Upon hire, during the first year of employment, the driver is entitled to a prorated amount of ten (10) vacation days, based on how many months the driver is working in the Fiscal Year.
- On July 1<sup>st</sup> after an employee's hire, thru the fifth (5) year of continuous employment, a driver shall be entitled to ten (10) days paid vacation on July 1<sup>st</sup> of each year.
- After the completion of five (5) full years, for the sixth (6) thru the fourteenth (14) year of continuous employment, a driver shall be entitled to fifteen (15) days paid vacation on July 1<sup>st</sup> of each year.
- After the completion of fourteen (14) full years, for the fifteenth (15) thru the nineteenth year of continuous employment, a driver shall be entitled to twenty (20) days paid vacation on July 1<sup>st</sup> of each year.
- After the completion of nineteen (19) years, starting the twentieth year of continuous employment, a bus driver will be entitled to the following paid vacations on July 1<sup>st</sup> of each year:
  - Fiscal Year 2018: twenty-four (24) days
  - Fiscal Year 2019: twenty-five (25) days

#### Fiscal Year 2020

- Upon hire, during the first year of employment, the driver is entitled to a prorated amount of ten (10) vacation days, based on how many months the driver is working in the Fiscal Year.
- On July 1<sup>st</sup> after an employee's hire, thru the fifth (5) year of continuous employment, a driver shall be entitled to ten (10) days paid vacation on July 1<sup>st</sup>.
- After the completion of five (5) full years, for the sixth (6) thru the tenth (10) year of continuous employment, a driver shall be entitled to fifteen (15) days paid vacation on July 1<sup>st</sup>.
- After the completion of ten (10) full years, for the eleventh (11) thru the fifteenth (15) year of continuous employment, a driver shall be entitled to twenty (20) days paid vacation on July 1<sup>st</sup>.
- After the completion of fifteen (15) full years, for the sixteenth year of continuous employment onwards, a driver shall be entitled to twenty-five (25) days paid vacation on July 1<sup>st</sup>.

7. Subject to paragraph 3 above, calendar year employees will be entitled to use at least one (1) week of earned vacation during the summer school vacation.

## ARTICLE XIV

### LEAVES OF ABSENCE

#### A. Leave of Absence with Pay:

1. During the first year of employment, employees will receive six (6) sick days effective on their first day of employment and nine (9) additional sick days effective on their ninety-second (92nd) day of employment. After the first year of employment, employees shall be entitled to fifteen (15) days' sick leave per year as of September 1, each year. Unused sick leave shall accumulate from year to year to a maximum of one hundred fifty (150) days. Three (3) of such days or more with prior approval of the Superintendent of Schools may be used by an employee each year for caring for sick members of the immediate family. Each employee shall receive, no later than October 1, each year, a written notice which sets forth the amount of sick leave he/she has accumulated to that date. Disabilities caused or contributed to by pregnancy or termination thereof and recovery therefrom shall be treated as a disability.
2. Employees shall be granted, without loss of pay, leaves of absence for periods not in excess of five (5) days in the event of death of the employee's spouse, child, grandchild, parent, grandparent, parent-in-law, brother, sister, brother-in-law, sister-in-law, aunt or uncle for the purposes of bereavement and attendance of funeral services. The notice of leave under this section and the anticipated length of such leave shall be provided to the Superintendent of Schools, or designee, as soon as possible. Leave without loss of pay in the event of the death of a relative other than listed above, or close friend shall be at the discretion of the Superintendent, or designee, and shall be charged to the employee's accrued sick leave.
3. Employees shall be entitled to up to three (3) days of personal leave per school year. Employees shall make every effort to notify their direct supervisor at least forty-eight (48) hours in advance of their intent to request a personal day. Unused personal days can be credited as accumulated sick time.
4. The Committee shall pay an employee who is required to serve on jury duty the difference between the amount of compensation he/she received for jury duty and his/her regular pay for his/her regular workday.
5. Sick Leave Bank
  - a. A sick leave bank shall be maintained for the purpose of making additional sick leave days available to bargaining unit members who have been employed in Mansfield for at least one (1) year, who have exhausted all their available sick, vacation and personal leave and now have a serious illness or injury. A serious illness or injury shall be one which requires the employee's absence from work for more than fifteen (15) consecutive work days.

- b. To be eligible to join the sick leave bank, an employee must have been employed by the Mansfield School Committee in the Special Education Bus Drivers bargaining unit for at least one (1) year.
- c. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) persons: two (2) appointed by the Association and two (2) by the School Committee. Decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure.
- d. The Sick Leave Bank Committee shall consider each request for access to Sick Leave Bank days individually. In administering the Bank, determining eligibility and determining the amount of leave, the following general criteria shall be applied by the Bank Committee:
  - (1) medical evidence of serious extended illness or injury;
  - (2) prior utilization of eligible sick, vacation and personal leave;
  - (3) other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Bank for any reason other than a serious prolonged illness or injury. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal limited to an appeal to the Bank Committee itself.

e. In no event shall the number of accumulated sick days in the Sick Leave Bank exceed 120 days, When the Bank is depleted to twenty (20) sick leave days, members of the bargaining unit may make voluntary contributions to the bank from their accumulated sick leave time. If no one from the bargaining unit makes a voluntary contribution, an assessment of one (1) day of sick leave shall be made against the sick leave account of each eligible employee in the bargaining unit.

f. A grant of sick leave days from the Bank shall not exceed fifteen (15) days per request, after which the employee may reapply for additional days. The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after his/her sick, vacation and personal leave has been exhausted. In the event of a difficult to diagnose disease, eligibility will be considered from the first point from which the illness began. Requests for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work.

Notwithstanding the foregoing, it is agreed that once a total of twenty (20) sick leave days have been granted from the sick leave bank during any one calendar year, the Sick Leave Bank Committee may make a written request to the School Committee for permission to grant up to an additional ten (10) days.

## B. Parental Leave:

Section 1. A leave of absence shall be granted for parental leave to an employee who has completed his/her probationary periods on the terms and conditions set forth in this Article.

Section 2. The employee shall give the Superintendent at least two weeks' notice of the employee's anticipated date of departure, the employee's intention to return or not to return, and to the extent known, the anticipated return date or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.

Section 3. The employee may elect to utilize accumulated sick leave days during the period of the employee's physical disability. Sick Leave Days shall be paid only during the time period in which a physician certifies the employee to be physically disabled. This leave shall be granted only to the extent of the number of Sick leave days the employee has accumulated.

Non-birth, adoptive parents and parents who are caring for a child through a court order shall be eligible to use up to two weeks of accumulated sick leave during the Parental Leave.

Section 4. The length and timing of parental leave will be governed by State and Federal Law, including but not limited to the Massachusetts Parental Leave Law and the Family Medical Leave Act (FMLA). If an employee elects to take a leave for longer than twelve (12) weeks, the employee must notify the District thirty (30) days before the expiration of the twelve (12) weeks or as soon as practicable if the delay is for reasons beyond the employee's control. If an employee elects to take a leave for longer than twelve (12) weeks, the employee shall confer with the District Administration to determine the best date to return to work.

Not more than two weeks prior to the employee's return from leave, an employee may be required to furnish the Superintendent with a statement from the employee's physician attesting to the employee's ability to resume the full performance of the duties and responsibilities of the employee's position.

In cases of exceptional circumstances, an employee may request, through the Superintendent, to return to the employee's position earlier than the employee's intended return date.

Section 5. All benefits to which the employee was entitled at the time of the employee's leave of absence commenced, including any unused accumulated Sick Leave Days, shall, except as is otherwise provided herein, be restored to the employee upon the employee's return and the employee shall, except as otherwise provided herein, be assigned to the same position which the employee held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent position. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. The Superintendent shall not be required to restore an employee on parental leave to the employee's previous or similar position if other employees of greater length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of the employee's parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for any other position to which the employee may be entitled as of the date the employee's leave commenced.

C. FMLA Leave

The Association acknowledges that the Association and the Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

D. Military Leave:

Military leave without pay will be granted to any member who has been employed in the school system for more than one (1) year upon that members induction or enlistment in any branch of the armed forces of the United States. Upon return from such leave, a member will be placed on the salary schedule at level he/she would have achieved had he/she remained actively employed in the school system during the period of his/her absence up to a maximum of three (3) years.

E. Miscellaneous Leave:

Miscellaneous leave, with and without pay, may be applied for in advance to the Superintendent of Schools, or designee, who has sole discretion to grant or deny such request. This Article is not subject to the grievance procedure.

**ARTICLE XV**

**METHOD OF PAYMENT**

A. Method of Payment:

1. Full time Special Education Bus Drivers who work a regular work day will be paid for eight (8) hours. Paid time beyond the regularly scheduled work day will be granted only with the written approval of the Superintendent, or designee.
2. Paid time will be rounded off to the nearest quarter hour on a weekly basis.
3. All employees shall be paid according to the schedule and criteria which are established herein. The salary of an employee shall not be reduced.
4. Employees shall be placed on the salary schedule according to the number of years of continuous service in the employ of the employer, until the maximum salary step is reached.
5. Each employee hired after the execution date of this Agreement shall be placed on Step 1, except if the Superintendent, or designee, determines that the new employee should be placed on a higher step. Thereafter, the employee shall advance as follows:

- a) On the July 1<sup>st</sup>, following the completion of five (5) full years of continuous employment, a bus or van driver shall move to Step 2.
  - b) On the July 1<sup>st</sup>, following the completion of ten (10) full years of continuous employment, a bus or van driver shall move to Step 3.
  - c) On the July 1<sup>st</sup>, following the completion of fifteen (15) full years of continuous employment, a bus or van driver shall move to Step 4.
6. Employees shall be paid bi-weekly, over twenty-six (26) pay periods, based on a work year of two hundred seven (207) days. Any days worked beyond two hundred seven (207) days will be paid separately from the base twenty-six (26) pay periods.
  7. In order to calculate benefits for employees working less than a full-time schedule, the following formula shall apply. The employee's total number of regularly scheduled hours worked per week shall be divided by five to determine the average number of hours worked per day. The average number of hours worked per day shall be multiplied by the number of working days in the school year to determine the employee's number of hours worked per school year. The employee's number of hours worked per school year shall be divided by the number of hours worked per school year for a full-time employee in the same position to determine the full-time equivalency (FTE) for that employee.

The employee's FTE shall be applied to the number of sick days, personal days and bereavement days to determine the number of days to which the employee is entitled. An employee shall receive longevity and holiday pay based on the employee's FTE for that year.

B. Direct Deposit

Association members are required to have their paychecks directly deposited to any area banks or credit unions which provide this service.

C. Annuities

The Committee shall allow employees to purchase tax sheltered annuities, the premium payments for which will be deducted from the employee's pay and paid by the Town Treasurer to the insurance companies. Any employee who desires to purchase such an annuity must notify the Superintendent, or designee, of his/her intention to do so prior to September 30<sup>th</sup>, to take effect in the first pay period in October, or by February 1<sup>st</sup>, to take effect in the first pay period in March.

D. Contributions to a 403B or 457 Plan:

For each Fiscal Years, 2018, 2019 and 2020, the School Committee will annually contribute eight percent (8%) of an individual's total contribution to an approved 403(b) or 457 plan, not to exceed \$1,700 per year.

## ARTICLE XVI

### INSURANCE

- A. The group health insurance and the group life insurance, to the extent provided by the Town of Mansfield for other of its employees, shall be available to employees who so advise the Superintendent of their desire to participate in such insurance programs. Deductions for the employee's share of the cost of such insurance shall be made on an equal basis from each paycheck. The percentage of the premium contribution paid by the Committee shall be the same as other employees of the Town of Mansfield.
- B. Health Insurance.  
The Association members agree to contribute 30% to Health insurance premiums, effective July 1, 2004.
- C. Flexible Spending Plan.  
The School Committee will establish a tax-exempt, flexible spending plan.
- D. Workers' Compensation  
The Committee shall pay an employee who receives injuries out of, and in the course of, his/her employment, or in the case of the death of an employee resulting from these injuries shall pay to the persons entitled thereto, the compensation provided by M.G.L. Ch. 152, S. 69. This compensation equals the difference between the amount paid under workers' compensation and the employee's normal pay. This payment is taken from the employee's accumulated sick leave time or vacation time on a pro rata basis. In no case will this combined payment exceed the employee's regular pay
- E. Dental Insurance  
Members of the Bargaining unit will be eligible to participate in a dental plan provided by the Town. The individual's contribution shall be 50%.

## ARTICLE XVII

### SAFETY

#### A. Safe Working Conditions

The Committee will maintain safe and sanitary conditions to protect the health and welfare of its employees. It will make adequate first aid protection available to all employees during the school day of at least the same quality as offered to students in the System.

#### B. Right to Refuse Unsafe Work

1. It is the responsibility of each driver to report the need for vehicle maintenance to the Superintendent of Schools, or designee. It is the responsibility of administration to maintain all vehicles in a safe condition.
2. If a driver has a disruptive student on his/her bus, he/she will report such disruptions in writing to the Superintendent, or designee.
3. When preparing to drive to a non-school-day event, such as, but not limited to, a field trip or athletic event, and the Driver feels that road conditions are unsafe due to severe weather, he or she may recommend that the trip be cancelled.

#### C. Substitute Drivers

The Committee will make every effort to obtain substitute bus drivers when a regular driver is absent.

#### D. Assault

Under Mass. General Laws, Ch. 258, the Massachusetts Tort Claims Act, public employers may indemnify employees for errors or omissions, but not intentional acts, up to one million dollars. The Committee intends to abide by the terms of State Law (i.e., Ch. 258).

#### E. Physicals & Licensing

The Committee will reimburse the employee for the co-payment for any physical examination required by law or the Committee.

The Committee will reimburse each driver for the cost of all mandatory licensing required by law or the Committee.

#### F. Drivers shall be eligible to receive a safety bonus for accident-free driving during the following periods:

July 1 through December 31 of each year:

FY 2018 – Two Hundred Twenty Five Dollars (\$225)

FY 2019– Two Hundred Fifty Dollars (\$250)

FY 2020 – Two Hundred Seventy-Five Dollars (\$275)

January 1 through June 30 of each year:

FY 2018 – Two Hundred Twenty Five Dollars (\$225)

FY 2019– Two Hundred Fifty Dollars (\$250)

FY 2020 – Two Hundred Seventy-Five Dollars (\$275)

In addition, at the end of each fiscal year, an additional bonus will be paid to each driver who had a full year (July 1-June 30) of accident-free driving as follows:

FY 2018 – Two Hundred Twenty Five Dollars (\$225)

FY 2019– Two Hundred Fifty Dollars (\$250)

FY 2020 – Two Hundred Seventy-Five Dollars (\$275)

Safety bonus payments will be made during the months of January and July.

## ARTICLE XVIII

### PROFESSIONAL DEVELOPMENT

- A. The Committee agrees to set aside two hundred twenty-five (\$225) dollars in Fiscal Year 2018, two hundred fifty (\$250) dollars in Fiscal Year 2019, and two hundred seventy-five (\$275) dollars in Fiscal Year 2020 for Professional Development. The maximum amount to be expended per member is two hundred twenty-five (\$225) dollars in Fiscal Year 2018, two hundred fifty (\$250) dollars in Fiscal Year 2019, and two hundred seventy-five (\$275) dollars in Fiscal Year 2020 with prior approval of the Assistant Superintendent for Business Affairs. It is expected that all professional development occurs outside of the work day unless requested by the Administrator.
  
- B. There shall be one employee designated as the Training Supervisor who shall receive a stipend of eight hundred twenty five (\$825) dollars in Fiscal Year 2018, nine hundred (\$900) in Fiscal Year 2019 and nine hundred seventy-five (\$975) dollars in Fiscal Year 2019. The Training Supervisor shall be certified to conduct all required CDL safety training and shall lead such safety training, as well as any additional required licensure training for all members of the bargaining unit.

**ARTICLE XIX**

**DURATION**

- A. This Agreement shall take effect on July 1, 2017, and continue in full force and effect to and including June 30, 2020.
- B. The parties shall meet within thirty (30) days next following such notification of intent to modify or terminate as provided above, for the purpose of commencing negotiations for a successor Agreement, at which time the parties shall trade proposals.
- C. Printing of Contract

The cost of printing the final contract will be borne equally by the Committee and the Association.

***FOR: MANSFIELD SCHOOL  
COMMITTEE***

***FOR: MANSFIELD SPECIAL  
EDUCATION BUS DRIVERS***

\_\_\_\_\_  
**Chairman, Mansfield School Committee**

\_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

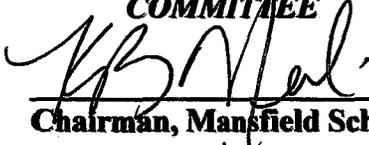
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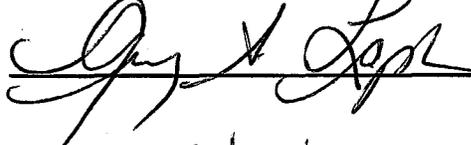
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**FOR: MANSFIELD SCHOOL  
COMMITTEE**

  
\_\_\_\_\_  
Chairman, Mansfield School Committee

Dated: 8/24/17

**FOR: MANSFIELD SPECIAL  
EDUCATION BUS DRIVERS**

  
\_\_\_\_\_

Dated: 8/29/17

**APPENDIX A**  
**SALARY SCHEDULE**

Step	Years	FY 2018		FY 2019		FY 2020	
		Bus	Van	Bus	Van	Bus	Van
1	1-5	\$22.33	\$19.33	\$22.78	\$19.78	\$23.24	\$20.24
2	6-10	\$23.00	\$20.00	\$23.46	\$20.46	\$23.93	\$20.93
3	11-15	\$24.01	\$21.01	\$24.49	\$21.49	\$24.98	\$21.98
4	16+	\$24.49	\$21.49	\$24.98	\$21.98	\$25.48	\$22.48

The Coordinator will receive a \$5,000 stipend, half of which will be paid in December and half of which will be paid in June.

**APPENDIX B**  
**MANSFIELD PUBLIC SCHOOLS**  
**SPECIAL EDUCATION BUS DRIVERS**

**JOB DESCRIPTION**

**QUALIFICATIONS:**

1. Possess CDL Class B license with a Passenger endorsement.
2. Possess Commonwealth of Massachusetts Department of Telecommunications & Energy Motor Bus Driver's Certificate with a school bus endorsement.
3. Possess Motor Carrier Medical Examiner's Certificate.
4. Maintain all licensing.

**REPORTS TO AND IS EVALUATED BY:**

Director of Pupil Personnel Services

**SUPERVISES:**

Students

**BASIC FUNCTION:**

Transport students to and from school in a safe and responsible manner in conformance with the Rules and Regulations of the Mansfield School Department and Motor Vehicle Laws of the Commonwealth of Massachusetts.

**DUTIES, SKILLS, AND PERFORMANCE RESPONSIBILITY:**

1. Perform daily safety inspection of vehicle(s), known as a "Circle Check."
2. Develop routes and schedules as required.
3. Fuel vehicle and check fluid levels.
4. Report repair needs to PPS Office.
5. Load and unload and secure wheelchairs and related equipment.
6. Load and unload students safely.
7. Report hours worked.

**EXAMPLES AND SCHEDULE OF SPECIFIC TASKS AND SKILLS:**

To be provided by and reviewed with supervisor.

**TERMS OF EMPLOYMENT:**

This is a: Full-time; Part-time, position. Salary, hours, and benefits are established in accordance with the Collective Bargaining Agreement between the Mansfield School Committee and the Mansfield Special Education Drivers.

**EVALUATION:**

Evaluated in accordance with the Collective Bargaining Agreement between the Mansfield School Committee and the Mansfield Special Education Bus Drivers.

**APPENDIX C**  
**EVALUATION OF SPECIAL EDUCATION BUS DRIVERS**

Name: \_\_\_\_\_

PERFORMANCE ITEMS	Excellent	Good	Satisfactory	Unsatisfactory *	Not Applicable
1.Cleans and maintains bus					
2.Willingly accepts scheduling changes					
3.Locates the students' homes before their start dates					
4.Contact office with mechanical or student problems					
5.Attends in-services					
6.Punctuality					
7.Completes required paperwork					
8.Contact parents to introduce themselves					
9.Advises the office of changes in addresses, pick-up times or drop-off times					
10.Maintains good relationship with teachers, parents, students, office staff and other drivers					
11.Reacts well in an emergency					
12.Maintains confidentiality					
13.Operates vehicle safely					
14.Follows appropriate discipline procedures					

Evaluator's Comments: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\*Note: Any unsatisfactory ratings must be accompanied by appropriate comments from the evaluator. I hereby acknowledge that I have read the contents of this report and affix my signature with the express understanding that my signature does not imply or state that I agree with the evaluation. I further understand that I have the right to append any additional comments of my own to this evaluation.

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

Employee's Comments: \_\_\_\_\_