

# AGREEMENT

Between

FOXBOROUGH SCHOOL COMMITTEE  
and the

FOXBOROUGH SCHOOL BUS  
DRIVERS' ASSOCIATION

September 1, 2022 – August 31, 2025

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THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Foxborough School Committee, hereinafter referred to as the “Committee, School District or District” and the Foxborough School Bus Drivers’ Association, AFSCME, Council 93, Local 1702 hereinafter referred to as the “Association.”

**ARTICLE 1**  
**RECOGNITION**

The Committee recognizes the Association as the exclusive representative of the unit certified by the Massachusetts Labor Relations Commission in case number MCR-4819 for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of any collective bargaining agreements. The unit consists of the following employees: all full-time and regular part-time school bus drivers, but excluding the Transportation Manager and Transportation Assistant, all managerial, confidential and casual employees and all other persons employed by the Committee.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Unless an express, specific provision of this Agreement clearly provides otherwise, the School District and such other officials as may be authorized to act on its behalf retain all rights and prerogatives to manage and control the functions in which bargaining unit personnel are employed.

By way of example, but not limitation, management retains the following rights: to determine educational policy; to decide the number of employees assigned to a work project or task; to determine whether work will be performed by bargaining unit personnel or outside contractors, regardless of whether such work was formerly performed by such personnel; to determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to determine the equipment to be used in the performance of duty; to establish qualifications for ability to perform work; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to comply with federal or state law, regulations or mandates; to establish or modify work hours; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to enforce existing rules, regulations and policies for the governance of the school district and to add to or modify each regulation as it deems appropriate; to discharge, suspend, demote, or take other disciplinary action against employees with good and sufficient cause, upon issuance of discipline, including demotion, suspension, or termination, the Employer will carbon copy to the Union written notification of said action; and to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct.

The failure to exercise any management right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 3**  
**NO STRIKES OR LOCKOUTS**

- A. Neither the Association, nor any Association officer, representative or employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown, withholding of services by employees, or any other direct or indirect interference with the operation of the District during the life of this Agreement.
- B. Should any of its members engage in any of the practices set forth above, the Association shall immediately in writing order such members to return to work and immediately cease such practices. The School District shall receive a copy of this written notice. The Association agrees to use its best efforts to ensure that any such violation cease and that work be fully resumed.
- C. The District agrees that it will not conduct a lockout of employees.
- D. Employees who engage in activity prohibited by this Article shall not be paid for the time involved, nor for any make-up time which results from such activity. Employees who participate in any such acts may be disciplined or discharged without recourse to arbitration, provided, however, that only the question of their participation shall itself be subject to the grievance and arbitration procedure.
- E. The District retains the right to pursue directly any and all remedies it may have at law or in equity in the event of a violation of this Article, including seeking injunctive relief in court, or seeking relief at the Labor Relations Commission. The Association agrees that injunctive relief shall be an appropriate remedy in the event of a violation of this Article.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

- A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth. If a grievance affects a group or a class of employees, the Association may commence a grievance on behalf of such a group or class at Level 2 by submitting the grievance in writing to the School Business Administrator. Said grievance shall describe the group or class of employees affected.
- B. All grievances filed at Step 1 and 2 of the grievance arbitration procedure shall specify:
  - a. the particular contract article and section alleged to have been violated;
  - b. the facts supporting each alleged violation in reasonable detail;
  - c. the date each act or omission violating the Agreement is alleged to have occurred; and
  - d. the remedy sought for each alleged contract violation. Failure to provide sufficient information as required above shall constitute a forfeiture of the grievance.
- C. The Steps of the grievance procedure shall be as follows:

**STEP 1:**

The employee shall submit his/her grievance in writing to the Transportation Manager within five (5) business days of the incident occurrence or the employee's awareness of the incident occurrence or

when the employee should have been aware of the incident that gave rise to the grievance. Within five (5) business days of the filing of the grievance, the Transportation Manager or his/her designee shall meet with the aggrieved employee. If the aggrieved employee requests, an Association representative shall be given an opportunity to be present at a time fixed by the District. The Transportation Manager or his/her designee shall provide a decision in writing within five (5) business days of the conclusion of such meeting.

STEP 2:

If the grievance is not settled at Step 1, the Association may appeal it by giving written notice of such appeal to the School Business Administrator within five (5) business days after receipt of the Transportation Manager's written answer. The School Business Administrator shall discuss it with the Association representative and the employee involved at a time to be fixed by the School Business Administrator or his/her designee. The School Business Administrator or his/her designee shall give his/her written answer to the grievance within five (5) business days after the close of the discussion.

STEP 3:

If the grievance is not settled at Step 2, the Association may appeal it by giving written notice of such appeal to the Superintendent within five (5) business days after receipt of the School Business Administrator's written answer. The Superintendent shall discuss it with the Association representative and the employee involved at a time to be fixed by the Superintendent. The Superintendent shall give his/her written answer to the grievance within five (5) business days after the close of the discussion.

STEP 4:

If the grievance is not settled at Step 3, the Association may appeal it by giving written notice of such appeal to the School Committee within five (5) days after receipt of the Superintendent's written answer at Step 3. The School Committee shall meet with the Association representative and the employee involved at a time to be fixed by the School Committee. The School Committee shall give its written answer to the grievance within ten (10) business days after the meeting with the Association.

- D. The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the District fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Association may appeal the grievance to the next step at the expiration of such time limit. Failure of the Association at any step to process according to the time limits set forth herein shall mean that the Association has waived the grievance and the right to proceed further.
- E. The settlement or remedy of a grievance, including any monetary or back pay remedy in any case, shall not be made retroactive for any period prior to the date that gave rise to the grievance as indicated when it was first presented in writing.
- F. Arbitration.
  - 1. If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application or claimed violation of any provision of this Agreement, then the Association may file a written demand for arbitration with the American Arbitration Association. Said demand shall be filed with the American Arbitration Association within Thirty (30) days of the District's answer in Step 4. Upon agreement in writing the Committee and Union may mutually agree to submit such grievance to the Labor Relations Connection for Arbitration, grievance mediation, or both.

2. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School District, the Association, and the grievant.
3. Each party shall bear the full cost for its representation in the arbitration and the remaining costs will be shared equally between the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party and to the arbitrator.
4. Any decision which requires the payment of monies which are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken. The Committee acknowledges a responsibility, if there are insufficient funds at the time of an enforceable award, to include such funds in the next budget it adopts.
5. The decision of the arbitrator shall not violate any statutes of the Commonwealth or regulations issued pursuant to such statutes.
6. The arbitrator's decision shall be final and binding and may be reviewed under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing.
7. The following matters shall not be subject to grievance arbitration under this Agreement:
  - a. any matter involving the exercise of discretion accorded management under this agreement;
  - b. disputes over alleged unlawful discrimination;
  - c. changes in job descriptions or assigned duties or classifications and determination of pay grades for newly created positions;
  - d. layoff or reassignment for non-disciplinary reasons; and
  - e. any incident which occurred or failed to occur prior to the effective date of this Agreement.

**ARTICLE 5**  
**DEFINITIONS**

The following definitions and work rules shall apply:

- A. Full-time Employees - bus drivers who work forty (40) hours per week. This applies to Special Education Drivers.
- B. Regular Part-time Employees - bus drivers who work at least twenty (20) hours per week but less than forty (40) hours per week. This applies to regular line drivers.
- C. Work Year – A full-time and regular part-time employee's school work year is a minimum of 180 school days in length and is based on the school calendar approved by the School Committee, plus an additional day for orientation. Summer Seasonal work occurs from late June through August.

- D. Non School Day- A “non school day” is defined as any day in a calendar year other than the regularly scheduled 180-day school calendar.
- E. Mandatory Meeting- A meeting is considered “mandatory” for pay purposes if attendance is required.
- F. Day Before School Meeting – The annual meeting of bus drivers prior to the opening of school, not to exceed 3.5 continuous hours
- G. Regular Runs – Regular runs are those trips made to and from the high school and middle school on a daily basis over assigned routes.
- H. Elementary Runs – Elementary runs are those trips made to and from each elementary school at the same time on a daily basis over assigned routes.
- I. Late Runs/Metco Late Runs – Late runs are those trips authorized by the Superintendent to provide limited transportation home from the schools at a time beyond the normal school closing time. “Late Runs” are those performed within district; “Metco Late Runs” are those that transport Metco Program students from the district to their Boston area destinations.
- J. Special Education Runs – Special education runs are those runs designed to transport students to out of district programs or to transport within the district those students who, by Individualized Education Plans (IEP), may not be transported on a regular school bus.
- K. Field Trip/Athletic Trip – Field/Athletic trips are those trips that transport students, to places and/or events outside of their school. Field/Athletic trips will be paid at the field/athletic trip rate. Field/Athletic trips shall be considered continuous, including waiting time, unless the driver is scheduled to perform other driving assignments in the interim.
- L. Minimum Hours—Field Trips and Athletic Trips will be paid a minimum of 3 hours for school days and 4 hours for non-school days. If a driver is currently driving a regular run or assignment, the actual paid time for the additional assignment will not exceed the actual time between paid runs.
- M. Shuttle – Shuttles are those trips that transport groups of students within the district. Shuttles are defined as follows:
- One-way Shuttle - Transportation of students within the district to another location with no return trip.
  - Double Shuttle – Two one-way shuttles with no return trip (i.e., if a one-way shuttle becomes overbooked, necessitating a second one-way trip).
  - Round Trip Shuttle – Transportation of students within the district to another location and return.
  - The shuttle rate will apply if the total elapsed time involved is less than 1 hour including waiting time. All trips in district with a total elapsed duration from pick-up to drop-off at trip location to pick-up and return to starting point or other final destination, which are in excess of one hour, will be paid at the Athletic/Field trip hourly rate for the time worked. The employee will be considered on the clock for the entire duration of the round trip and therefore will be available to the District Transportation Manager on an “on call” basis.

O. Cancellation – Cancellation shall refer to the cancellation of a trip when the driver was notified on the day of the scheduled trip. If a driver is notified on the day of the trip, the driver shall receive two hours' pay at cancellation rate per Appendix A.

P. Foxborough Regional Charter School Runs - Foxborough Regional Charter School runs are those regularly scheduled trips made daily to or from a student's home to the Foxborough Regional Charter School.

Q. Foxborough Regional Charter School Transfer Runs – Foxborough Regional Charter School transfer runs are those runs which transfer students from the Foxborough Regional Charter School to one of the Foxborough Public Schools.

## **ARTICLE 6** **WORK ASSIGNMENTS**

An employee's work assignment is to be determined by the Superintendent of Schools or his/her designee. For drivers, this shall include the particular bus, the number and type of daily runs, the specific routes, and/or the estimated hours required.

A. A complete package of routes for each bus, complete with passenger lists, shall be distributed in advance of the first day of each school year, if possible. Drivers will be allowed to select a package by order of seniority, subject to the approval of the Superintendent or her/his designee. A "package" consists of:

1. **School Work Year**

- a) A bus route number as defined by the Transportation Manager prior to the school year work period.
- b) Eligible driver can choose one (1) additional run by seniority, either an additional Late Run or METCO Late Run as quantities last.
- c) METCO AM & PM Regular Day Route: Due to driver shortages, the district may choose to contract out the METCO regular day route and late bus route. The METCO regular day route will be offered prior to May 30<sup>th</sup> of each year for the following school year, if not contracted out, to ensure the route will have adequate coverage, the work assignment will follow the process as outlined in Article 6. In addition, a substitute (fill in driver) list will also be posted for 3-4 regular Full-time employees and regular Part-time Employees to sign up to cover the route in the event of a call out by the assigned driver. The fill in drivers will be called on seniority bases on a rotating schedule as outlined in Appendix B. The fill in driver will be paid per Appendix A for the runs and their regular work assignment will be filled by a substitute driver. Fill in drivers agree that by signing up for this work that if all members decline the work the work will be assigned to the last driver called per the rotation schedule. METCO late run will not be posted on an as needed basis, a calendar will be provided with the assignment for days the Late Run will operate. Late-Late METCO Runs (typical athletic team runs) will be posted prior to each of the three athletic seasons, if needed based on student participation.



2. **Summer Season Work**

- a) One summer job as defined by the Transportation Manager prior to the summer season work period
- b) Employees interested in summer time work must sign up with the Transportation Manager between May 1<sup>st</sup> and May 15<sup>th</sup>. Only those employees that have signed up will be able to participate in the summer time rotation job assignment wheel.
- c) All employees who sign up to work during the summer with exception of SpEd summer route assignments during the 4-5 week assignment period are eligible for trips or other task on a seniority rotating basis. No bargaining unit member will be allowed to select in excess of 40 hours in any one work week. The summer work will be paid on a per trip or per task basis; with the understanding that the associated hourly rate will always at a minimum meet or exceed the minimum wage law. Should it happen that any bargaining unit member works more than 40 hours in any given week during the summer they will be paid at time and a half at the trip or task rate in force at the time they exceed the 40-hour threshold.

3. **Extra & Coverage Work**

a) Extra work will be offered on a rotating basis to full-time employees based on **Appendix B** attached. If no employee accepts a particular work assignment, the administration will then offer it to all part-time (non-union) staff, if no one accepts the assignment and administration requires the work, the next union staff member in the reverse seniority order rotation wheel will be the required to perform the work assignment, unless that individual has a serious medical or family emergency in which case it will fall to the next staff member in the rotation.

(1) Extra work assignments will receive additional compensation based accumulating 6 credit points, once 6 credit points have been accumulated a \$100 stipend will be paid and credits points will be reset to zero. Credits are based on the following criteria;

- (a) Full AM&PM 2 or 3 run assignment receives 1 credit point
- (b) Either Am or PM 2 or 3 run assignment receives .5 credit point
- (c) Field Trips receive 1 credit point
- (d) Field trips to Downtown Boston (Cultural & Educational sites, i.e. State Capital, Museums and national historic sites) and Reggie Lewis center receive 1.25 credits points.

(2) Work excluded from the additional compensation calculation

- (a) Non-school related work (i.e. Police shuttles, Recreation, etc.)
- (b) METCO regular route and late run coverage
- (c) Late runs
- (d) Daily Special Education runs
- (e) Shuttles
- (f) Cancelled Trips

B. The driver's prime responsibility is to deliver children to school safely and in a timely manner. Bus routes are set by the Transportation Manager and will be adhered to at all times, as conditions permit. Although drivers may suggest changes, only the Transportation Manager or the School Business Administrator can approve changes. Should a driver report in writing to the Transportation Manager that a

designated stop is, in that driver's opinion, unsafe, the condition will be reviewed by the Transportation Manager within two (2) school days and the driver notified of the decision within three (3) business days.

- C. No driver will be allowed to bring with him/her a child on any bus run without the approval of the Superintendent or his/her designee.
- D. All drivers must wear footwear which meets district safety concerns, no strapless shoes, sandals or clogs unless they are tethered to the foot both in the front and back of the shoe.

## ARTICLE 7 SALARY PAYMENT OPTIONS

The payroll cycle for Bus Drivers is based on 21 pay periods. Full Time Employees and Regular Part-Time Employees can choose to be paid over 26 pay periods based on the following criteria;

- 1) Driver signs a Pay Schedule Agreement letter stating their desire to be paid over 26 pay periods prior to September 1<sup>st</sup> of the contract year.
- 2) The 26 pays will be calculated on their regular school year work assignments (Package) selected during the annual route selection process based on seniority.
- 3) All Extra Work/Trips and lost paid days will be calculated and paid/deducted during the regular 21 pay period cycle.
- 4) After September 1<sup>st</sup> an employee can not change this election until the start of the next contract year. If a new employee is hired after September 1<sup>st</sup> they may make the election at the time they are hired.

## ARTICLE 8 STAFF REDUCTIONS

If it becomes necessary to reduce staff in the transportation department, employees will be terminated on the basis of performance, qualifications and seniority. Seniority shall prevail if performance and qualifications are considered equal at the Superintendent's discretion. In making her/his determination of qualifications and ability, she/he will not act arbitrarily or capriciously. Whenever possible, bus drivers who are going to be laid off will be notified by the day after the last day of school in June.

## ARTICLE 9 SICK AND PERSONAL LEAVE

### A. Sick Leave

1. Accrual. Employees will earn sick leave at a rate of one half ( $\frac{1}{2}$ ) days per month for each month of continuous service up to a maximum of five (5) days per year. Employees may carry sick days from year to year, but will not accumulate sick leave beyond a total of 200 days. Employees will not accrue sick leave while on any type of leave in excess of thirty (30) calendar days.
2. Sick Leave Grant. The District, in its sole discretion, may grant additional sick leave days to an employee with or without compensation provided that any grant of sick leave pursuant to this provision shall not create precedent for future cases; and provided further that the decision to grant or not grant

sick leave pursuant to this provision shall not be subject to the grievance or arbitration procedures in this Agreement.

3. Procedure. Where an employee has an illness requiring the use of a sick day, the employee must speak with the Transportation Manager at least two hours prior to the start of the school run, except in an emergency then as soon as possible, in order to allow the District to obtain coverage.

4. Medical Certification. The District may require an employee to provide medical certification of the need for sick leave under the following conditions:

a) Where the employee has been absent for more than three (3) consecutive days or for more than five (5) days in any two-week period;

b) After an employee has used sick leave on five or more occasions in a given school year.

The District may require an employee to be examined at the District's expense by a doctor of the District's choosing.

5. Use of Sick Leave. Sick leave may be used only in cases where the employee is genuinely ill or injured and where the employee is not being compensated under another leave program, insurance program or in accordance with statute (e.g. workers' compensation).

6. A driver employed by the Foxborough Public Schools for ten (10) full continuous years shall, at the time of departure in good standing, receive a lump sum payment determined by multiplying fifty percent 50% of the number of sick days to his/her credit by \$45, provided that the number of days shall not exceed one hundred (100) in number.

7. In the event an employee with at least ten (10) years of continuous service shall die while in the employ of the Committee, there shall be paid to his/her designated beneficiary or to his/her estate a lump sum payment determined by multiplying fifty percent (50%) of the number of accumulated sick leave days to his/her credit at the time of death by \$45, provided that the number of days shall not exceed one hundred (100) in number.

8. Any driver who transfers into another department within the Foxborough Public Schools shall retain all accumulated sick leave, payable at the rate of the new position.

9. Employees will be allowed to use up to five (5) days per year of sick leave to care for seriously ill members of their immediate family.

#### B. Personal Leave

Each Full time and Regular Part-time employee shall be allowed a maximum of two (2) personal days off per school year with pay to handle personal business. Disclosure of personal business will be at the discretion of the employee.

- 1) All permanently appointed personnel shall be entitled subject to the limitations and provisions hereinafter set forth, to two (2) days off annually without loss of pay, hereinafter called Personal Leave days. Personal leave days are provided for the purpose of attending to matters that cannot be reasonably attended to outside of the normal work day. Staff shall use discretion in using such days, and such days may not be used for personal recreation, leisure activities, or outside

occupation. Unused personal leave days shall be rolled into accumulated sick days at the end of the contract year. In unusual circumstances, this leave may be extended at the discretion of the Superintendent, as unpaid. Personal Leave may be used for the following to the extent indicated: An employee who takes a personal day off without properly requesting and obtaining approval for that day will not be paid for that day, and may be subject to further disciplinary action.

- a. "OnDemand" non-emergency request to use personal leave will be approved or denied based on the operational needs of the Transportation Department as determined by the Transportation Manager.
- b. "Pre-Planned" Personal Leave, with at least five (5) days advance notice, will be approved based on the following restriction: shall not be taken on the day before or on the day after a holiday or vacation period, or a day in which the employee is not in pay status.
- c. "Emergency" Personal Leave, Employees, who have a personal emergency and need to access available personal leave days, will be granted personal leave, without prior notice. The employee will provide documentation to substantiate the emergency if requested by the Superintendent or their designee.

## ARTICLE 10 LEAVES OF ABSENCE

### A. Bereavement Leave

1. An employee shall be allowed four (4) days off with pay immediately following the death of a close relative of the employee. Close relatives include spouse, domestic partner (same affiliations as spouse), parent, parent-in-law, child, son/daughter-in-law, stepchild, brother, sister, sister-in-law, brother-in-law, grandparent and grandchild or any other relative who is a member of the immediate household.
2. An employee will be allowed one (1) day off for an extended family uncle, aunt, nephew, niece and cousin for the purpose of attending services.

### B. Military Leave

An employee shall be allowed time off without pay to perform military duty in accordance with orders issued by the appropriate military department and the laws affecting military service. Employees who receive orders that will interfere with work responsibilities are required to present those orders immediately to the District. Where possible, employees in the Reserves or National Guard are expected to perform their two weeks' active duty for training during the summer months when school is not in session.

### C. Family and Medical Leave Act

An employee is entitled to up to twelve (12) weeks of family and medical leave in any given year. Leave for this purpose is unpaid, except as provided below. Any time an employee spends away from work due to a serious health condition or under the medical leave or family leave policies below counts against the twelve (12) weeks of leave which are available during any year. The District may grant leave beyond the twelve (12) weeks, upon request, where an employee is entitled to more than twelve (12) weeks pay pursuant to the medical leave policy, or where the employee is receiving workers' compensation. The District reserves all rights that it may have under the Family and Medical Leave Act of 1993.

## 1. Medical Leave

a. Duration. An employee is entitled to up to twelve (12) weeks of medical leave in any given year based upon a serious health condition of the employee requesting leave. Leave for this purpose is unpaid except as provided in paragraph d. below.

b. Procedure. An employee requesting leave under this provision must give thirty (30) days notice prior to the date the leave is to commence. If such notice is impossible, then the employee must provide such notice as is practicable under the circumstances. The District reserves the right to deny requested leave in accordance with the Family and Medical Leave Act.

c. Medical Certification. The request for leave should set forth the reason and should be accompanied by a medical certification of the need for leave. The District shall have the right to obtain a second opinion at its expense by having the employee examined periodically by a doctor of the District's choosing.

d. Pay and Benefits. Employees on medical leave will be required to exhaust all accrued sick and personal time. Health benefits will continue during periods of paid leave. In order for health benefits to continue during any periods of unpaid leave, the employee on leave will be required to pay his or her usual monthly contribution to benefit premiums.

## 2. Family Leave

a. Duration. Employees are entitled to twelve (12) weeks' leave in connection with the birth or adoption of a child, placement of a foster child, or to care for a family member (spouse, parent or child) with a serious health condition. Leave for this purpose is unpaid, except as provided below.

b. Procedure. Employees requesting such leave must give at least thirty (30) days notice prior to the date the leave is to commence. If such notice is impossible, then the employee must provide such notice as is practicable under the circumstances. The District reserves the right to deny requested leave in accordance with the Family and Medical Leave Act.

c. Medical Certification. In the case of a period of leave taken to care for a family member with a serious health condition, the District may require medical certification of the need for leave. The District shall have the right to obtain a second opinion periodically at its expense by a doctor of the District's choosing.

d. Pay and Benefits. Employees must exhaust all accrued personal and family illness time as part of their leave under this provision. If the leave is due to the employee giving birth to a child, the employee may use up to eight (8) weeks of sick leave for this purpose.

#### D. Jury Duty

Employees, who are required to perform jury duty, shall receive leave with pay for the duration of such duty. The employee will be paid her/his regular compensation without interruption. The employee must present evidence of the attendance for jury duty.

#### E. Other Situations

An employee, for good cause, may request an unpaid leave of absence not to exceed one (1) year for reasons other than those covered by the other leave policies in this Article. The decision of whether to grant or not to grant such leave and the conditions of such leave and reemployment thereafter are solely within the District's discretion and shall not be subject to the grievance and arbitration procedure of this Agreement.

### ARTICLE 11 GROUP HEALTH AND LIFE INSURANCE

All full time and Regular Part-time Employees in the bargaining unit shall be eligible to participate in the group health, life and dental insurance plans available to other employees of the District. The eligible employee must elect this coverage by notifying the Superintendent or his/her designee in writing prior to or during the Town's enrollment period that they desire to participate in such insurance program.

1. Notwithstanding any other provisions of the Contract, including without limitation those related to health insurance, the School Bus Drivers' Association acknowledges that the Town has the right to make changes to health insurance under the provisions of c. 69 of the Acts of 2011, amending M.G.L., c. 32B (the "Health Insurance Reform Statute"), or, if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.
2. Effective September 1, 2013, the Blue Choice-POS Plan will no longer be available, and the Town reserves the right to add plans to the current menu of options.

The Employer's inclusion of the health insurance items above as "proposals" in successor contract negotiations is to provide information and clarification. The Employer's willingness to discuss and/or bargain about these matters in not a concession of any limitation on the Town's right to implement, without bargaining or agreement, anything covered by these items. These items are presented with the express condition that they cannot be used to prejudice the Employer's position in any pending or future matter.

### ARTICLE 12 ADDITIONAL COMPENSATION

- A. Full-time employees who have been scheduled a minimum of 180 days in the year and who work the full schedule an additional five (5) or more weeks during the summer months shall receive one (1) additional full week's pay in August. The full week's pay is an average of the summer weekly earnings only.

- B. All Drivers will be paid a minimum of two (2) hours pay at the field trip rate for any mandatory meeting, including the required eight (8) hours of yearly in-service. In the event a driver does not attend the

regularly scheduled session, the driver would attend a makeup meeting without compensation. Full-time employees will not be entitled to additional compensation if said meetings are held during their scheduled work day.

**ARTICLE 13**  
**LONGEVITY**

- A. Each permanent employee who completes the number of years indicated below of continuous employment with the Foxborough Public Schools shall be granted a longevity lump-sum payment in the amount set forth below for the number of years of such service he/she has completed:

five (5) years	\$300.00	For Employees hired prior to 9/1/13 only
ten (10) years	\$450.00	
fifteen (15) years	\$550.00	
twenty (20) years	\$650.00	
Twenty-Five (25) years	\$750.00	

- B. The longevity pay to which an employee is entitled shall be paid in a lump-sum payment in the first pay period of December of each year. Any employee who leaves the employment of the school system and has otherwise qualified for longevity payments in accordance with this Article shall receive such longevity payment as soon as possible after separation. In case of death, longevity payment shall be paid to the employee's estate.

**ARTICLE 14**  
**MISCELLANEOUS PROVISIONS**

- A. Emergency Response to Breakdowns

If it becomes necessary to call a driver to respond to a bus breakdown by bringing out another bus, the responding driver shall be compensated in the following manner:

1. Breakdown on a regular route - regular run rate
2. Breakdown on a regular athletic/field trip during the school day - same rate as regular athletic/field trip rate, including minimums.
3. Breakdown on an athletic/field trip after 4 p.m. of a school day and any time on weekends, holidays, and vacation periods - one and one-half (1 ½) times the field trip hourly rate, including minimums.

B. Doubling Up

Every effort will be made to cover routes affected by a bus breakdown/accident with a spare bus and/or driver. As a last resort, drivers will assist wherever possible by taking on as many additional passengers as is safe. Drivers will double-up as a courtesy to their fellow driver, without additional compensation.

C. Metco Late Runs Extra Work

For emergency or other unscheduled Metco Late Runs, the permanently assigned Metco driver(s) will be given priority for the extra work before reverting to the extra work driver assignment wheel.

D. School Closing

Any school closing or late opening in Foxborough due to inclement weather will have the same effect on out-of-town transportation.

E. Cancelled Runs

If, on any day, an emergency exists beyond the driver's control and the Superintendent of Schools cancels all or part of a school day, a driver with a scheduled run that is not subsequently rescheduled will be entitled to be paid. Any job assignment posted "as needed" is not eligible for payment.

F. Stand-By

When requested to "Stand-By", including stand-by for unplanned early school release, a driver will be paid the Stand-By flat rate in addition to the assignment rate should the assignment occur. The Stand-By rate is compensation for requesting a driver be available when the timing is not confirmed.

G. Driver Training Instructors

With prior approval of the School Business Administrator, all certified driver training instructors will be afforded every opportunity to attend seminars and workshops that are held to update the instructors on new laws, rules and regulations, and to improve the instructors' effectiveness. Said instructors will be paid at the driver training instructor's rate.

H. Reimbursements

The Foxborough Public Schools will assume all costs for any and all licenses and physical examinations (including regular and/or random drug and alcohol testing) required by law to drive a school bus. Physical examinations and drug and alcohol testing will be conducted by an Administration-approved physician or medical facility.



I. On Site Drug Testing:

Drivers will be paid in increments of 1 hour according to the following wait time schedule:

1. Up to 15 minutes no compensation will be paid.
2. 15 minutes to 1 hour will be paid 1 hour at Drug Testing Rate.
3. 1 hour to 2 hours will be paid 2 hours at Drug Testing Rate.
4. Any driver already working “on the clock” will not be paid any additional compensation.

Off Site Drug Testing will be paid at the Off-Site Drug Testing Rate per Appendix A.

**ARTICLE 15**  
**ASSAULT**

Bus drivers will immediately report in writing all cases of physical or verbal assault suffered by them in connection with their employment as a bus driver. This signed written report shall be filed with the Transportation Manager and the Business Administrator. Within five (5) working days of filing said written report, the Business Administrator or designee, Transportation Manager or designee, and the employee who was subject to the assault will meet to review the incident and to discuss preventative measures. The Business Administrator will consider any reasonable request from the employee for information relating to the incident and the individual(s) involved in accordance with existing policies.

**ARTICLE 16**  
**UNION AFFILIATION**

A. Union Dues

During the life of this Agreement and in accordance with the terms of the form for authorization of check-off of dues hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union, along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

B. Agency Service Fee

Each employee in the bargaining unit who has chosen not to be a member of the Union, may voluntarily pay to the Union, which still has a legal obligation to represent non-Union members of the bargaining unit, an amount of money equal to the employee’s pro rata share of the collective bargaining, contract administration and grievance administration costs borne by the Union, as calculated in accordance with M.G.L. Chapter 150E, Section 12. The Union hereby agrees to indemnify the employer and hold it harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

**ARTICLE 17**  
**ENTIRE AGREEMENT**

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association, for the duration of this Agreement, voluntarily and unqualifiedly waives the right and agrees that the District shall not be obligated to bargain collectively with respect to:

1. Any subjects or matters referred to or covered in this Agreement; or
2. Any subjects or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; and
3. The exercise of any right of the School District pursuant to an express provision of this Agreement or other management decision, except that, in the case of matters not specifically contained in this Agreement, the District shall bargain about the impact of such decisions to the extent required by law for a period not to exceed 60 days.

**ARTICLE 18**  
**STABILITY OF AGREEMENT**

- A. No amendment of this Agreement shall bind the parties hereto unless executed in writing and signed by both parties.
- B. The failure of the School District or the Association to insist, in any one or more instances, upon performance of any term or condition of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Committee or of the Association to future performance of any such term or condition, and the obligations of the Association or of the Committee to such future performance shall continue in full force and effect.
- C. Should any provision of this Agreement be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof.
- D. The previous contract remains effective until a satisfactory conclusion is reached by both parties for a new contract.

**ARTICLE 19**  
**PERSONNEL FILES**

- A. Unit members will have the right, upon request, to view the contents of their personnel files, accompanied by an Association representative at the employee's option and by another staff member at the option of the Administration.
  
- B. An employee will have the right to notice of any disciplinary letters or written complaints regarding performance or conduct which will be placed in his/her personnel file and shall have the right to submit, for inclusion in the file, a written answer to such letter or complaint. The answer shall be reviewed by the Superintendent and attached to the file copy.

**ARTICLE 20**  
**DURATION**

This Agreement shall become effective on September 1, 2022 and shall expire on August 31, 2025. On or After October 1<sup>st</sup> 2024, the Committee and the Union, or either of them, may be given written notice to the other, institute negotiations for a renewal of this Agreement or for a successor Agreement. Such notice shall specify those matters as to which negotiations are desired.

**BY THE FOXBOROUGH SCHOOL BUS  
DRIVERS' ASSOCIATION, AFSCME,  
Council 93, Local 1702**

Paul L Faria  
Yisa Thibault, Chair  
Evay Wigmore  
Justin Campbell Steward

Date: 5/24/22

**BY THE FOXBOROUGH SCHOOL  
COMMITTEE**

Brent Ruter  
Brent Ruter Chairperson

Date: 6/8/22

**Bus Drivers Collective Bargain Agreement  
APPENDIX A  
WAGES**

	FY23	FY24	FY25
	Sch Rev	2.00%	2.00%
Hourly Rate	\$29.00	\$29.58	\$30.17
<b>PERCENTAGE INCREASE</b>			
High School/Middle School Regular Run	\$23.20	\$23.66	\$24.14
Elementary Run	\$26.10	\$26.62	\$27.15
Late Run	\$36.25	\$36.98	\$37.71
Special Education Runs (hourly)	\$31.00	\$31.62	\$32.25
METCO Run (Daily Morning and Afternoon, Per Run)	\$110.00	\$112.20	\$114.44
METCO Late Route (Per Run)	\$110.00	\$112.20	\$114.44
METCO Late/Late Route (Per Run)	\$110.00	\$112.20	\$114.44
Foxborough Regional Charter School Run	\$40.84	\$41.66	\$42.49
Foxborough Regional Charter School Transfer Run	\$17.50	\$17.85	\$18.21
Shuttle (One Way)	\$20.00	\$20.40	\$20.81
Shuttle (Round Trip)	\$26.00	\$26.52	\$27.05
Shuttle (Double)	\$38.00	\$38.76	\$39.54
	<b>\$27.00</b>	<b>\$27.54</b>	<b>\$28.09</b>
	<b>Hourly Rate</b>		
Athletic/Field Trips	\$27.00	\$27.54	\$28.09
Athletic/Field Trips - Sundays and Holidays (1.5 Times Athletic/Field Trip Rate)	\$40.50	\$41.31	\$42.14
Athletic/Field Trips - Downtown Boston & Reggie Lewis Center	\$30.00	\$30.60	\$31.21
Trip - Minimum Hours (School Day)	3 hours		
Trip - Minimum Hours (Non-School Day)	4 hours		
Trip Cancelled - Weekdays (2 hour Minimum)	\$25.00	\$25.50	\$26.01
Trip Cancelled - Saturdays (2 hour Minimum)	\$37.50	\$38.25	\$39.02
Trip Cancelled - Sundays and Holidays (2 hour Minimum)	\$50.00	\$51.00	\$52.02
Standby	\$25.00	\$25.50	\$26.01
Driver Instructor	\$25.00	\$25.50	\$26.01
Day before School Meeting	\$75.00	\$76.50	\$78.03
Kindergarten Orientation (Hourly, 4 Hour Maximum)	\$25.00	\$25.50	\$26.01
Drug Testing (Off Site)	\$40.00	\$40.80	\$41.62
Drug Testing (On Site hourly or part thereof)	\$20.00	\$20.40	\$20.81
Mandatory Meeting (Athletic/Field Trip rate) (2 hour Max)	\$27.00	\$27.54	\$28.09
			When notified day of the trip
			When notified day of the trip
			When notified day of the trip
			Estimated 3.5 hours

## Appendix B TRIP DISTRIBUTION

### Extra Work/Trips (Primary Job Distribution Rotation)

- Trips are to be offered to Regular line drivers and on rotating seniority order at the time the trip is requested. Seniority order is continuous from year to year. A separate distribution rotation will be maintained for work on Sundays/Holiday. Sped drivers will be included in the seniority order but will only be allowed to accept extra work on weeks when they are not in a 40 hour pay status.
- If an extra work assignment consists of more than one day, the next available driver would perform the task for its duration as long as it does not interfere with his/her regular work assignment
- When an assigned trip is cancelled, the assigned driver will be offered the next requested trip and then the order will resume where it was originally.
- Should a driver cancel their assigned trip, the next driver in the rotation will be offered the trip.
- Any regularly assigned kindergarten or late run extra work will be offered to the next available line driver as long as it does not interfere with his/her regular work assignment.
- Trips for sub drivers will consist of any assignments line drivers are unable to do because of their work assignment.
- Should a trip previously assigned to a sub driver have a time change (such as 2:15 to 4:15) and it was changed for the same day, the sub driver would still be entitled to the trip.
- Should a trip previously assigned to a sub driver have a time and day change (such as 2:15 to 4:15), the trip would then be offered to a regular line driver and the sub driver would get the next requested trip available for sub drivers.

### **Late Run/METCO Run (2<sup>nd</sup> Job Distribution Rotation)**

- If a driver is unable to do his/her late run, the run would go to a regular line driver who does not have a late run. This would also be done in rotating seniority order as long as it does not interfere with his/her regular work assignment.
- METCO runs will be offered to METCO route drivers first, then to regular line drivers in rotating seniority order as long as it does not interfere with regular work assignment.

### **Shuttle Runs (3<sup>rd</sup> Job Distribution Rotation)**

#### **One Way Shuttles**

- Drivers that do not have a high school run would be entitled to a one way shuttle when a bus is needed in the morning (7:00) or afternoon (2:00) as long as it does not interfere with his/her regular work assignment.

#### **Round Trip Shuttles**

- Round trip shuttles will be given out in rotating seniority order as long as it does not interfere with his/her regular work assignment. Round trip shuttles will be charged as a trip on the shuttle rotation.

#### **In Town Shuttles with duration over one hour**

- In town shuttle work, paid at athletic/field trip rate qualifies as a trip on the Shuttle rotation.

### **Sub Drivers (Non-union assignments)**

- Trips for sub drivers will consist of any assignments regular line drivers are unable to do because of their regular work assignment.