

DRAFT

CONTRACT

between the

**SPRINGFIELD SCHOOL COMMITTEE/
SPRINGFIELD FINANCE CONTROL BOARD**

and the

SERVICE EMPLOYEES INTERNATIONAL UNION 888

On behalf of the SPRINGFIELD SCHOOL BUS MONITORS

July 1, 2010 thru June 30, 2011

CONTRACT

Pursuant to the provisions of Chapter 150 of the General Laws of Massachusetts THIS CONTRACT IS MADE THIS _____, 2006 by **the SCHOOL COMMITTEE OF THE CITY OF SPRINGFIELD** (hereinafter sometimes called the School Committee)/ **SPRINGFIELD FINANCE CONTROL BOARD** and **Service Employees International Union Local #888** on behalf of the **Springfield School Bus Monitors**.

Both the School Department and the City of Springfield (hereinafter referred to as the School Department) and the Service Employees International Union (SEIU) 888 (hereinafter referred to as the Union), agree that the purpose of this Collective Bargaining Agreement (CBA) is to foster harmonious labor- management relations and to create a work environment that is healthy and mutually cooperative, supportive and trusting.

The School Department and the Union further agree that the purpose of the School Department is to provide educational service to the residents for the City of Springfield. Both further agree that they shall strive to achieve excellences in the provision of services. All School Department contacts shall be treated with respect, dignity and fairness.

ARTICLE I

RECOGNITION

Pursuant to Certification by the Massachusetts Labor Relations Commission, the School Committee recognizes the Union as the exclusive bargaining agent and representative of all Bus Monitors of the Springfield Public Schools, but excluding all other employees. This recognition is for the purpose of collective bargaining with respect to wages, hours, and other bargainable conditions of employment. The Employer will notify the Union of any new hire or employee termination within (7) days of the effective date of such action.

ARTICLE II

NON-DISCRIMINATION

The School Committee and the Union agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, sex, national origin or ancestry, membership or non-membership in the Union and that they will not, during the term of this Agreement, or at any other time, directly or indirectly, or in any manner whatsoever, apply to attempt to apply any discipline, discrimination or penalty against any employee who engages or refrains from engaging in lawful Union activities.

ARTICLE III

MANAGEMENT RIGHTS

The employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of management direction and control of the Springfield Public Schools and reserves and retains all rights, powers, authority, and prerogatives including without limitation the exclusive right of the employer to select and direct the working forces; to select, test, train, and determine the ability and qualifications of the employees; to employ, assign, promote discipline, discharge, suspend, lay-off, transfer and retire the employees; to issue reasonable rules and regulations regarding the conduct of the Springfield Public Schools and/or its employees provided that such rules and regulations are not in violation of the expressed provision of this Agreement.

Except as specifically abridged, delegated, granted or modified by this Agreement or any Supplement thereto of Chapter 150E of the General Laws of Massachusetts, the exercise of any or all of the aforesaid rights, powers, authority, and prerogatives except where in violation the express terms of this Agreement, shall not be subject to the Grievance Procedure and/or Arbitration under this Agreement.

ARTICLE IV

UNION RIGHTS

4.1 Union Representative:

Union staff representative shall be permitted to have access to the premises of the School Department in the performance of official Union business, provided that there is no disruption of operations. Request for such access will be made in advance and will not be unreasonably denied.

4.2 Union Business:

In order to enable the Union to better discharge its duties and responsibilities as the exclusive bargaining agent, the Employer shall grant release time without loss of pay, benefits, or other privileges to bargaining unit members with the following conditions:

- a) Release time must be requested by the Field Representative or other official(s) of SEIU 888. Request must indicate the names of the employee(s), the date, and time requested and the purpose for which time will be used.
- b) Requests for release time will require the prior approval of the employee's supervisor. Request for release time must be made three days in advance. Such requests shall not be unreasonably denied.

4.3 Union Provision of Steward List:

The union will furnish the Employer with a list of Union officers and stewards on an annual basis with updates as needed.

4.4 Use of Premises:

The School Department will attempt to accommodate the use of School Department Facilities for the transaction of Union business.

4.5 Employer Provision of Information:

The School Department shall furnish the Union with the following information in Electronic form; upon execution of this agreement, and on or about every September 1st, and January 1st a list of bargaining unit members, including names, home addresses and telephone numbers.

4.6 Non-Discrimination:

The School Department and the Union agree that there shall be no discrimination or reprisals on any kind, subtle or overt, against any bargaining unit member because of his/her membership or non-membership in Union Activities.

ARTICLE V

REQUIRED MEETINGS

As a condition of employment all monitors will attend all scheduled meetings called by the Supervisor of Bus Monitors. Monitors will be paid at their regular rate for all meetings which they are required to attend.

ARTICLE VI

SUMMER JOBS

All monitors who request in writing by June 1st of a given school year will be given consideration for available summer jobs, if they have training and ability, as demonstrated by past performance in the type of position available.

The final decision on whether or not to hire or select an individual for summer jobs rests solely with the Supervisor of Bus Monitors.

ARTICLE VII

SPECIAL POLICE POWERS

A copy of the Bus Monitors' Special Police Powers shall be made available upon reasonable request. A copy of the Bus Monitors' Special Police Powers shall be made available on an annual basis to all Bus Monitors

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definition:

A "Grievance" shall be defined as (1) that there is a dispute involving the application or interpretation of any of the provisions of this Agreement, except that the term "Grievance" shall not apply to any matter as to which the Committee is without authority to act. The term "person" as used in this Article shall mean a monitor, or a group of monitors having a grievance, or the union.

B. Adjustment of Grievance

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. General Procedures

STEP 1 A person and/or his Union representative shall orally present a grievance to the Supervisor of Bus Monitors within five (5) calendar days after the act has occurred or from the date the grievant should have had knowledge using reasonable diligence.

The monitor and/or his Union representative and the Supervisor of Bus Monitors shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the informal conference, a monitor may present the grievance personally or he may be represented by the Union Representative, but in any event the monitor must be present. The Supervisor of Bus Monitors, the aggrieved monitor and the Union shall be present at this informal conference. The Supervisor of Bus Monitors shall communicate his decision to the aggrieved monitor within seven (7) calendar days after receiving the complaint.

STEP 2 If the grievance is not resolved at STEP 1, the aggrieved monitor and the Union may appeal by forwarding the grievance in writing to the Director of Health, Physical Education and Safety within seven (7) calendar days after he has received the STEP 1 decision. The appeal shall include:

- a. Name and position of grievant
- b. A statement of the grievance and the facts involved
(Including section of the Contract violation)
- c. The specific corrective action sought
- d. Name of the Union representative
- e. Signature(s) of grievance(s)

The Director of Health, Physical Education and Safety will arrange for a meeting with the aggrieved person and his Union representative within ten (10) calendar days of receipt of the grievance, excluding vacation periods for either named participant. The aggrieved monitor shall be present at the conference, except that he need not attend where it is mutually agreed that no facts are disputed and that the sole question before the Director of Health, Physical Education and Safety is the application or interpretation of any provision of this Agreement. The Director of Health, Physical Education and Safety will render his decision within seven (7) days after the meeting excluding his vacation.

STEP 3 The decision of the foregoing STEP may be appealed in writing by the monitor and/or the Union, to the Superintendent of Schools or his designee within five (5) calendar days from the date the decision of the Director of Health, Physical Education and Safety has been received. The Superintendent of Schools or his designated representative shall communicate his written decision to the

aggrieved monitor and the Union as soon as possible, but no later than seven (7) days after receipt of the appeal, exclusive of his vacation.

STEP 4 The decision of the foregoing STEP may be appealed in writing by the monitor of the Union, to the School Committee for review within thirty (30) days after the decision of the Superintendent has been received. The Committee shall render a decision in writing to the aggrieved monitor and the Union as soon as possible.

STEP 5 If the grievance has not been disposed to the satisfaction of the grievant, the Union exclusively within thirty (30) calendar days after receipt of said decision may file for arbitration with the Massachusetts Board of Conciliation and Arbitration outlining the area in dispute and remedy sought. The cost of Arbitration will be shared equally by the parties.

General Provisions: The parties mutually agree that in the event any act required under the grievance procedure set forth above falls on Saturday, Sunday, or holidays the time period shall extend to the next working day. The parties may mutually agree to extend any time limits provided for in the grievance procedure in writing.

1. The parties may mutually agree to extend any time limits provided for in the grievance procedure in writing.
2. The parties may mutually agree to waive any step of the grievance procedure. in writing.
3. Counsel for either party may appear and participate in any step.
4. The award of the Arbitrator shall be in writing and shall state his findings of facts. Reasoning and conclusion. The award shall be final and binding upon the Union, the employer and the grievant; provided, however, that nothing contained herein shall be construed to forbid either party from resorting to the court for relief from, or to enforce rights under any Arbitration Award.
5. The Arbitrator shall be without power or authority to make any award the terms of which are not permitted directly or indirectly by law or ordinance or which are in conflict with the express provisions of this Agreement or any rules or regulations of the School Committee or any Retirement Board established by law.
6. Any grievance not processed within the time limitation provided herein shall be deemed to have been waived unless the grievant was precluded from

compliance therewith by reason of mental or physical incapacity or by mutual agreement to extend the time limits in writing.

ARTICLE XIX

MILITARY LEAVE

The School Committee shall comply with State and Federal law, as they apply to Military Leave Under this Contract.

ARTICLE X

JURY DUTY

The salary paid by the employer during such absences shall be at the regular rate less the fee paid by the courts for such duty.

The employee is expected to work on days that he is not required to physically report to court.

ARTICLE XI

WORKMAN'S COMPENSATION

Employees covered by this Agreement will be covered by Workman's Compensation as required by law.

ARTICLE XII

ADMINISTRATION OF DISCIPLINE

Except in unusual circumstances, efforts will be made to administer necessary discipline in a manner that will not embarrass an employee.

The Union office will be notified in advance of any disciplinary action that would result in suspension or discharge. An opportunity to be present at a meeting with the employee to be disciplined will be given to the S.E.I.U. representative.

ARTICLE XIII

DUES DEDUCTION

Employees who wish to have the School Committee deduct regular Union dues from the employee's pay shall execute an authorization card furnished by the Union. Dues shall be uniform for all Union members. Any employee desiring to discontinue deductions must provide written notice to the Committee.

Dues shall be deducted only when an employee actually receives pay for a particular period.

Only current dues can be deducted. All dues deducted will be in accordance with applicable Massachusetts law.

ARTICLE XIV

AGENCY SERVICE FEE

Effective September 1, 1986 except for those employees who are certified as members of the Service Employees International Union Local #888 to the Springfield School Committee, in accordance with Massachusetts General Laws 150E, Section 12, shall require a condition of employment payment of, on or after the thirtieth (30th) day following the beginning of such employment on the effective date of this provision, whichever is later, an agency service fee to the Service Employees International Union Local #888

The amount of the agency fee shall be equal to the amount required to become a member and remain a member in good standing of Service Employees International Union Local #888. Employees may have access to payroll deductions for the purpose of paying the agency service fee.

Upon the written request of the Service Employees International Union Local #888, the Superintendent of Schools or his authorized designee shall suspend for five (5) working days without pay any member of the bargaining unit who, after proper Annual

Notice and Annual Final Demand, has refused to pay the agency service fee. Within fifteen school days of receipt of such request, accompanied by proof of Annual Notice and Annual Final Demand, the Superintendent or his designee shall notify the Service Employees International Union Local and the individual bargaining unit members whose names appear on such request when specifically, during the thirty (30) working days following receipt of such request that the five (5) working days suspension without gross pay shall occur.

Service Employees International Union Local will indemnify, defend, and hold the School Committee harmless against any and all claims made, and against any suit instituted against the School Committee. on account of this agency service provision. Failure of the School Committee or its agents to cooperate with S.E.I.U. shall relieve S.E.I.U. of any obligation to indemnify and/or hold the School Committee harmless.

The terms of this Agency Fee provision are enforceable with each Contract year. (September 1 - August 31).

ARTICLE XV

WAGES

Effective July 1, 2010, the hourly rate for Bus Monitors is \$9.25 per hour.

Effective July 1, 2011, the hourly rate for Bus Monitors is \$9.48 per hour.

ARTICLE XVI

PAID HOURS OF WORK

An employee's paid hours of work are determined in the following manner:

- I. First, take the scheduled pick-up of the first child on a particular run. Add ten minutes to that time.
2. Second, take the time of the last child scheduled to arrive at school. Add ten minutes to that time.

The elapsed time from ten minutes prior to the scheduled pick-up of the first child until ten minutes after the last child is scheduled to be dropped at school is the paid time for a particular run. (In the afternoon the process is reversed).

All employees will be paid an hourly rate based on the above pre-determined time for a particular run. The parties recognize the actual time may vary from day to day, but that the pre-determined schedule time is the basis for payment to the monitor. In the event of a bus breakdown or other exceptional reason, the affected monitor will receive additional compensation at the straight hourly rate if on a particular day the monitor has spent more than forty minutes beyond the scheduled paid time of that scheduled run. Run time once established will not change during the school year unless the scheduled run has been increased by a minimum of ten (10) minutes. The ten minute time allowance at each end of a run provides compensation for required meetings scheduled by the Supervisor of Bus Monitors.

ARTICLE XVII

ASSIGNMENT

A monitor who desires to be reassigned to a longer run must indicate that desire to the Supervisor of Bus Monitors.

The parties agree that a fair and equitable assignment system that does not impede management prerogatives to utilize individuals to the optimum degree is desirable. Therefore, when vacancies occur, the following will be given consideration in assignment personnel to that run:

- a. Experience
- b. Ability to judge by the appointing authority to perform the position to be filled.
- c. If factors 1 and 2 are equal in the sole judgment of the Supervisor of Bus Monitors, the applicant with the longest continuous service in the Springfield Monitor Service will be given consideration for the longer assignment.

The above assignment system will not restrict the right of the Supervisor of Bus Monitors to involuntarily transfer a monitor should circumstances dictate such a transfer. Monitors shall be informed both verbally and in writing when they have been removed from any bus run. Such notification shall occur as soon as possible.

Vacancies occur when a monitor terminates his/her service with the Springfield Public Schools or a completely new run is established.

ARTICLE XVIII

SAVING CLAUSE

If at any time during the life of this Contract, any provision of this Contract is found by a court of competent jurisdiction to be violate of or in conflict with any law, that provision to the extent it violates the law, shall be of no force and effect and the law shall supersede the affected provision of this contract.

ARTICLE XVIII

BEREAVEMENT LEAVE

Each unit member shall be granted bereavement leave under the following conditions:

A. The unit member shall submit proof of relationship and death satisfactory to the Manager of Special Transportation, whereupon he/she shall be granted bereavement leave with full pay up to but not to exceed five (5) regularly scheduled consecutive workdays. Said leave shall not extend more than five (5) calendar days after the funeral in any case.

B. For the purpose of this section a leave with pay shall be granted on death of a father, mother, sisters, brothers, children, wife or husband if living with same, grandfather or grandmother of the employee.

ARTICLE XIX

REPORTING RELATIONSHIP

The School Bus Monitors are responsible for obeying directions from all Springfield Police Officers and authorized School Department Personnel.

ARTICLE XX

OBLIGATION TO REPORT ATTACKS

If a student or students on a bus attack a monitor, student or other personnel, said monitor must report, *forthwith*, (immediately) such attack, in writing to the Supervisor of Bus Monitors or his designee.

Students who are found to be responsible for such attacks will be subject to appropriate discipline including but not limited to termination of said bus transportation privileges.

ARTICLE XXI

PAID HOLIDAYS

Monitors will be paid their normal rate (number of hours normally scheduled on their regular run) on Martin Luther King Day, Thanksgiving Day, Veteran's Day Memorial Day, Good Friday and the Day after Thanksgiving. These days are to be considered paid holidays under the conditions set forth above for a total of six (6) paid holidays.

ARTICLE XXII

SICK LEAVE

Effective July 1, 2006, and each July 1st thereafter, unit members who have completed three months of service, will be credited with three (3) sick leave days.

ARTICLE XXIII

CHAPTER 656

The applicable provisions of Chapter 656 of the Acts of 1989 are incorporated by reference, specifically Section 6 of said Act.

ARTICLE XXIV

DURATION OF CONTRACT

The provisions of this contract are effective **July 1, 2010** and shall remain in full force and effect until **June 30, 2011**.

In the event or necessity that the City/School Department sponsors special legislation regarding a longer term contract (seven year deal), the Union agrees to support and endorse such legislation.

Either party to this Contract may notify the other party in writing within ninety days prior to the expiration of this Contract of its desire to re-open negotiations for a successor Contract or an extension or modification of this Contract.

In witness, whereof, the parties have hereunto set hands and seals on this _____
day of _____ 2006.

**Springfield School Committee
and the Springfield Finance Control
Board**

**Service Employees International
Local #888 for the Springfield
School Bus Monitors**

Philip Puccia, Executive Director
Springfield Financial Control Board

Maurice Penn, Staff Representative

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Lucille J. Frey, It's President

Approved as to form

Associate City Solicitor

Mark J. Ianello, City Auditor

Mary T. Tzambasakis, Chief Financial Officer

Charles V. Ryan, Mayor

