



**SANDWICH PUBLIC SCHOOLS
ADMINISTRATION OFFICES**

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15 Drivers

**AGREEMENT BETWEEN
THE SANDWICH SCHOOL COMMITTEE
AND THE
SANDWICH SCHOOL TRANSPORTATION
DRIVERS ASSOCIATION**

September 1, 2022 through August 31, 2025

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Recognition

During the life of this Agreement the Sandwich School Committee recognizes the Sandwich School Transportation Driver's Association as the exclusive bargaining agent and representative of all transportation drivers in the school system.

It is to be recognized that the Superintendent of Schools has the sole and exclusive right to eliminate a car driver's position consistent with the law.

Article 1 - Grievance Procedure

Step One:

An Employee with an employment-related problem will first discuss it with the Director of Finance and Business Operations within seven days of the occurrence of the problem with the objective of resolving the matter.

Step Two:

If the problem is not resolved to the satisfaction of the employee, he or she may present the problem to the Superintendent of Schools in writing, stating the nature of the problem and requesting an appointment. This must be done by the employee within seven days after receipt of a letter that a decision has been reached by the Director of Finance and Business Operations.

Step Three:

If the problem is still not resolved to the satisfaction of the employee, he or she may present the problem to the Chairman of the School Committee in writing, stating the nature of the problem and a possible solution. This letter must be sent through the Superintendent of Schools and be received by the Superintendent of Schools at least one week prior to a scheduled School Committee meeting in order that the problem may be placed on the agenda. This must be done by the employee within seven days after receipt of a letter that a decision has (not) been reached by the Superintendent of Schools.

NOTE:

- A. The matter will be considered terminated if the employee does not present the problem within the stated period of time.
- B. The employee with the employee-related problem may be represented by a representative of the Association at any step.
- C. The decision of the School Committee is final and binding.

Article II - Sick Leave

Sick Days:

Fifteen (15) days, one and one half (1.5) days per month, will be granted for sick leave, accumulated to one hundred twenty-five (125) days. Following a continuous absence of three (3) consecutive days or a series of absences, a doctor's certificate may be required by the Superintendent of Schools. Each employee will receive annual notice of his/her accumulated sick leave no later than Oct 30th of each year.

Sick Bank:

1. Sick Bank: Effective September 1, 2011, no more contributions will be added to the Sick Bank balance. All eligible members may continue to apply for sick bank use until the bank is exhausted.
2. The Sick Bank shall be governed by a Sick Bank Committee consisting of two (2) members of the Association, one (1) School Committee member, and the Superintendent of Schools. The decision of the

Sick Bank Committee shall be final and binding. In the event of a tie vote, the decision will be in favor of the applicant. Subject to the foregoing requirements, the Sick Bank Committee will determine the eligibility for the utilization of the Bank and the amount of leave to be granted. The following criteria shall be considered by the Sick Bank Committee in administering the Bank and in determining the amount of leave:

- a. Medical evidence of illness.
 - b. Exhaustion of eligible sick leave.
 - c. Propriety of use of previous sick leave.
3. Membership in the Sick Bank will terminate with severance from The Sandwich School System. The Transportation Driver's accumulated sick leave must be used before submitting a request for withdrawal of days from the Sick Bank.
 4. Initial withdrawal shall not exceed twenty (20) days. There will be no obligation to replace the days withdrawn.
 5. When a withdrawal is necessitated, a letter must be written to the Superintendent with a copy to the President of the Association requesting the withdrawal. A letter from a physician must accompany the request.
 6. Special consideration may be given by the Sick Bank Committee to cases of demonstrated need.
 7. Upon return from sick leave, all benefits to which Transportation Driver was entitled shall be restored.

Article III – Bereavement

Up to three (3) days leave, if necessary, upon approval of the Superintendent of Schools, for death of immediate family: e.g. husband or wife, mother or father, son or daughter, sister or brother. This leave is not to be taken from Sick Days or Personal Days. Consideration of additional days may be given by the Superintendent or his/her designee.

Article IV – Personal Days

Three (3) Personal Days, upon written request, may be granted by the Superintendent of Schools for the purpose of transacting or attending to imperative matters impossible to transact during non-working hours. The Administration agrees to respect the confidentiality of such request. Said Personal Days are not to be deducted from Sick Leave.

Written notice with explanation shall be filed with the Superintendent one (1) week in advance in order to assure adequate coverage. Where one (1) week advance notice is either a hardship or impossibility, or where a Personal Day is required under emergency conditions, written notice to the Superintendent will be given as soon as possible. Under normal conditions, Personal Days shall not be granted:

- For a scheduled workday before or after a holiday, vacation period or other leave of absence.
- Back to back on successive workdays or with a non -workday/s intervening.
- On a Monday or a Friday during the school year.
- On a Monday or Friday prior to vacation week.

Article V – Parental Leave and FMLA

Parental Leave:

Parental Leave is a leave of absence granted to all professional employees in accordance with MGL ch. 149, Section 105D. Employees shall be entitled to use accrued sick leave for the purpose of recovering from

complications of pregnancy, and/or childbirth. A copy of this law will be permanently posted in each building by the Employer.

1. For parental leave, a professional employee shall notify the Superintendent at least three (3) months in advance, in writing, of intentions concerning the leave. Such leave will begin at a time that is reasonable to both parties and in the best interest of the school system. When applying for parental leave, a professional employee may also apply for childcare leave.
2. Upon return from leave, a professional employee will be considered as if she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level she would have achieved if she had not been absent.

FMLA:

This is a leave of absence granted to all employees for the purposes of giving birth and recovering from complications of pregnancy or childbirth, and will be paid in accordance with Chapter 149, Section 1050 and Public Law 103-3 known as the Family Medical Leave Act. Such leave will begin at a time that is reasonable to both parties and in the best interest of the school system. Upon return from leave, all benefits to which the employee was entitled before the leave will be restored.

Article VI- Group Insurance

The parties acknowledge that the plans currently offered satisfy the statutory requirement that the Town offer employees an indemnity plan.

Article VII – Employee Reimbursement

Course Reimbursement

Any state-required courses and licenses shall be paid in full by the Sandwich School Department. All first-aid courses, which would benefit the students in case of emergency, shall be paid in full or supplied by the Sandwich School Department. Any state-required physical shall be paid for by the Sandwich School Department. Approval by the Superintendent or his/her designee is required. These reimbursements are for all Drivers and substitute drivers.

7D Licenses:

Full -time Drivers will be reimbursed the cost associated with obtaining their yearly/ bi-yearly 7D license. New hires and substitute drivers will be reimbursed the cost of obtaining their 7D license after 90 days of employment. Copies of the original receipts and a copy of the active 7D license shall be submitted to the Business Office.

Article VIII- New or Vacated Positions/Routes

In the event there is a new or vacated route in the Sandwich Schools Transportation area, first preference will be given to qualified full time Drivers in order of seniority. If no full time Driver takes the option of the new route, then it will be offered to qualified substitute Drivers or Monitors, in order of seniority, who hold an active 7D license.

Article IX - Strikes and Public Pressure

During the term of this Agreement, the Association shall not cause or sponsor, and no employee shall cause or participate in, any strike, work stoppage or other illegal activity directed against the School Committee or the Town. If the Association disclaims in writing to the School Committee responsibility for the act prohibited hereby, it shall not be liable in any way therefore. Employees who participate in any such act may be disciplined or discharged without recourse.

In connection with any negotiations set forth in this Agreement, said negotiations shall be conducted without any public pressure by either party until all statutory impasse procedures have been exhausted.

Article X – Working Conditions

Training:

All drivers will receive training in all areas of their job.

Calendar:

Drivers will work 180 School Days. Drivers will not be required to work on any of the following Holidays:

- New Year's Day/and day before
- Martin Luther King Day
- Presidents' Day
- Patriot's Day
- Memorial Day
- Juneteenth
- Labor Day
- Columbus Day
- Veteran's Day
- The Day before Thanksgiving (provided school is not in session)
- Thanksgiving Day/and day after
- Christmas Day/and day before
- Independence Day (Fourth of July)
- Good Friday (when school is not in session)

Drivers Work Week:

Drivers' work day shall be limited to no more than (8) eight hours per day, Monday thru Friday, unless otherwise negotiated. Hours worked beyond an (8) hour day will be compensated at one and a half (1.5) times the base rate. Starting time will not begin before 6:00am and not extend beyond 4:30pm. Any Driver scheduled to transport students needing transportation before 6:00am or after 4:30pm, shall be compensated at the rate of one and a half times the hourly rate.

Benefits:

All benefits offered by the Town (i.e. Health Insurance) shall remain in force during the summer months provided that: a letter of reasonable assurance of employment has been provided by the Sandwich Public Schools for the following school year and premiums are paid by the employee according to Town practice.

Reasonable Assurance of Employment:

Employees shall receive written notification as to their re-employment no later than June 15th of each year. This shall be in the form of a notice of intent not to re-employ or a statement of reasonable assurance of employment.

Personal Injury Benefits:

- A. Whenever an employee is absent from school as a result of a personal injury caused by an assault occurring in the course of their employment, the employee will be paid their full salary, less the amount of any worker's compensation award made for temporary absence due to said injury, for the period of

such absence. Employees who receive on-the-job injuries must report said injuries to their Building Principal as soon as possible.

- B. Employees shall report all injuries on the approved form(s). Forms shall be available in the main office and the nurse's office in each of the schools. Employees are encouraged to have injuries reviewed by the school nurse.
- C. The Committee will reimburse the employee for any clothing or other personal property damaged or destroyed as a result of an assault in the course of their employment not caused by the negligence of the employee.

Recall List:

In the event of a reduction in force, members of the Association shall be reduced on a seniority basis. Any employee RIF'd shall remain on a recall list for two years and be given first opportunity for reinstatement into a new driver position. Recall shall be made on the basis of seniority. RIF'd drivers shall also be placed on the sub list and have first preference calling status for substitutes.

Non-School Day Transportation:

All other transportation runs/route which do not conform to the stipulation in Article X, will be negotiated separately with the Director of Finance and Business Operations and the Director of Pupil Services. All salaried permanent drivers will earn their normal hourly wage plus \$0.50 cents per hour, if they accept summer hours/routes. Temporary/summer drivers will earn \$14.00 per hour. Under no circumstances will temporary/summer drivers make more than the first step of the permanent drivers' salary schedule.

All drivers are guaranteed two (2) hours pay if the route has already begun and it is determined that the student will not be attending the program for the day.

Extra Duty:

Preference will be given to drivers with seniority for routes and extra runs.

Cell Phones:

Drivers may not use a hand-held cell phone while operating a vehicle - whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages.

Drivers may answer phone calls on their District provided cell-phones ONLY through the District provided Bluetooth.

Additionally, Drivers are required to turn personal cell-phones off or put them on silent or vibrate before starting the car. If the Driver is in need to use their personal phones, they must pull over safely to the side of the road or another safe location.

For additional information on OSHA and their Distracted Driving Initiative, please go to www.osha.gov/distracted-driving/initiative.

Route Designation:

Full-time Drivers will choose routes by seniority at the August Staff meeting.

Article XI - Evaluations

A Transportation Driver shall be given a written evaluation after (90) ninety days of employment in the first year and every year thereafter by the Director of Finance and Business Operations or his/her designee. The

specific process shall be developed in conjunction with the Superintendent or his/her designee.

Article XII - Longevity

Longevity shall be paid annually, on the first Friday of December, to full-time drivers as follows:

After five (5) years of continuous full time service:	\$0
After ten (10) years of continuous full time service:	\$300
After fifteen (15) years of continuous full time service:	\$350
After twenty (20) years of continuous full time service:	\$450
After twenty-five (25) years of continuous full time service:	\$550
After thirty (30) years of continuous full time service:	\$650

A twenty percent (20%) buy back of accumulated Sick Days after ten (10) years of service upon retirement.

****Note:** Drivers who are on the first step as of September 1, 2011 will be grandfathered and will continue to be paid their longevity.

Article XIII - Lead Driver/Scheduler

A Lead Driver/Scheduler will be posted and appointed yearly, following the posting of this position. This is a stipend position of \$10,000. This stipend will increase 2% for FY23, 0% for FY24 and 2% for FY25. For the purposes of creating routes, scheduling vehicle maintenance and assigning substitutes for drivers and monitors when needed, a stipend will be provided for a Lead Driver/ Dispatcher. The Lead Driver will perform state mandated training for 7D drivers for purposes of their license renewal.

Article XIV - Salary Schedule

9/1/23 – 8/31/25

FY23 has a new schedule - all drivers will remain on the step they were at in FY22

FY24 has a zero (0) percent increase.

FY25 has a two (2) percent increase.

Years of Service*	FY23 Per Hour	FY23 Salary **	FY24 Per Hour	FY24 Salary **	FY25 Per Hour	FY25 Salary **
1	23.04	33,178	23.04	33,178	23.51	33,854
2	23.19	33,394	23.19	33,394	23.65	34,056
3	23.49	33,826	23.49	33,826	23.97	34,517
4	23.98	34,531	23.98	34,531	24.45	35,208
5	24.38	35,107	24.38	35,107	24.86	35,798
6	24.68	35,539	24.68	35,539	25.19	36,274
7	24.99	35,986	24.99	35,986	25.49	36,706
8	25.24	35,346	25.24	35,346	25.75	37,080
9	25.43	36,619	25.43	36,619	25.93	37,339
10	25.56	36,806	25.56	36,806	26.07	37,541

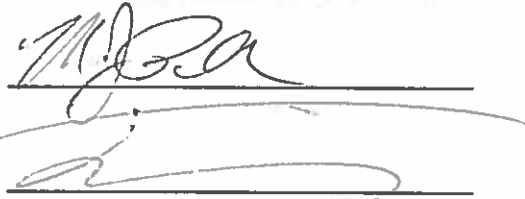
- [REDACTED]
- *Year: Ten (10) months or more of service during a fiscal year.
 - ** Annual: Hourly rate x 8 hours x 180 days

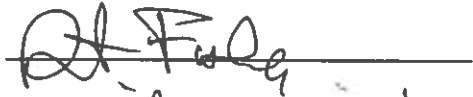
Employees will be paid in twenty-one (21) equal installments throughout the school year. As such, no weekly reduction or adjustment in salary will be made as a result of non-school days (e.g. snow days).

Substitute Drivers will be paid at step one (1) of the contract.

This Agreement between the Sandwich School Transportation Drivers' Association and the Sandwich School Committee shall remain in effect from September 1, 2023 through August 31, 2025.

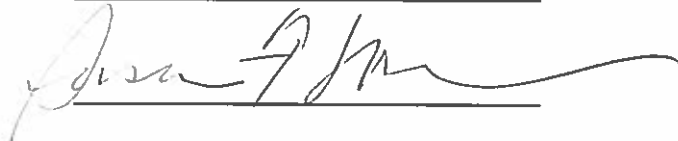
For the Committee:





Danielle Binienda





For the Association:

