

# **Contractual Agreement**

**between**

**The Franklin School Committee**

**and**

**The Franklin Van Driver Personnel**

***JULY, 1 2019 to JUNE 30, 2020***



***"Together we achieve the extraordinary"***

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## **PREAMBLE**

This Agreement entered into this 1st day of July 2019 by and between the School Committee of the Town of Franklin (hereinafter referred to as the Employer and/or the Committee) and the Franklin Education Association Van Driver Unit (hereinafter also referred to as the Association or Employee) has as its purpose the negotiation of wages, benefits, hours and other conditions of employment on behalf of all permanent employees of the bargaining unit.

## **ARTICLE I**

### **Recognition**

#### **1.1 Representation**

For the purpose of collective bargaining on questions of wages, hours, standards of productivity and performance and other terms and conditions of employment, the School Committee recognizes the Franklin Education Association Van Driver Personnel as the exclusive representative of the following professional employees of the Franklin Public School System.

#### **1.2 Membership**

As sole bargaining agent, the Association will accept into voluntary membership all Van Driver Personnel covered by this Agreement without regard to race, color, creed, religion, ancestry, national origin, sex, gender identity or expression, sexual orientation, marital status, genetic information, disability, pregnancy or a related condition, veteran status, age, or homelessness, or previous affiliation with other teacher organizations.

## **ARTICLE II**

### **Nature of Employee Positions**

#### **2.1 Notification**

It is agreed that notification of their employment status will be given to members of the Franklin Van Driver Personnel by August 20 of each year.

#### **2.2 Good Cause**

No Van Driver Personnel will be disciplined, reprimanded, reduced in rank or compensation without good cause.

#### **2.3 Complaint**

In the case of any complaints received by the Administration, the employee will be promptly notified of the complaint, the source of the complaint and the disposition. A copy of any complaint will be provided in writing. The employee shall have the opportunity to answer the complaint in writing.

#### **2.4 No Strike Clause**

The Association, on its own behalf and on behalf of the employees that it represents, hereby agrees and covenants that, during the term of this agreement, the Association will not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of service from the employer, Franklin School Committee and the Town of Franklin. It is further agreed that the Association will not interfere, restrain, or coerce any person from seeking employment with the Franklin School Department.

It is further agreed that any employee covered by this agreement who violates this provision or any part thereof, subjects himself/herself to disciplinary action, suspension or discharge from work.

**ARTICLE III**  
**Work Year**

The work year shall include all days that regular school day classes are in session and days that an individual driver may be assigned to provide extended school year transportation. Management reserves the right to establish daily work schedules for both regular and extended school year transportation.

**ARTICLE IV**  
**Extended School year**

Extended School Year is that period of time in which a signed, Individualized Education Plan of a child with special needs mandates special needs services beyond the traditional school year. Extended School year (ESY) services are those services, which are recommended by an IEP Team for a child with special needs that extend beyond the regular school year in order to prevent substantial regression of previously learned skills.

**ARTICLE V**  
**Health and Welfare**

For the Employees covered by this agreement and who work twenty (20) hours or more per week, coverage under the health plans as accepted by the Town of Franklin applicable to all municipal employees.

**ARTICLE VI**  
**Probationary Period**

All newly appointed van drivers shall serve in a probationary period for 90 school days. A probationary employee may be discharged or disciplined at the discretion of the employer and shall have no recourse under the grievance provision of this Agreement. No contractual benefits, (sick, personal, holiday, bereavement, vacation) shall be paid or accrued until the end of said probationary period. The one year waiting period for vacation accrual will run concurrently with 90 school day probationary period.

**ARTICLE VII**  
**Paid Absence and Leave Benefits**

**7.1 Holiday Pay**

Van Driver personnel shall receive a full day's pay for the following holidays during the term of this Agreement:

Labor Day*	Columbus Day	Veterans' Day	Thanksgiving Day
Christmas Day	M. L. King Day	Memorial Day	Presidents' Day
Patriots' Day			

\* When school starts before Labor Day.

**7.2 Sick Leave**

Employees will be credited with 5 sick days per year for purposes of their own illness, to provide bedside care to a parent, child or other relative who resides in the employee's household. The immediate family shall include father, mother, sister, brother, wife, husband, child, father-in-law, mother-in-law, grandparent or significant other or others who live under the same roof as the Employee.

Up to 50 sick days may be accumulated.

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Van Drivers who are unable to report to work due to personal illness must personally contact their supervisor concerning notification of absence. The supervisor will make arrangements for covering the absent Van Driver's vehicle.

#### **7.3 Jury Leave**

In the event a Van Driver Personnel is summoned to serve on jury duty during the school year, the Van Driver Personnel shall within three (3) calendar days of receipt of the court's summons, so inform his/her immediate supervisor. Should the courts not excuse the Van Driver Personnel from serving or allow deferral of jury duty, the Committee agrees to pay a Van Driver Personnel the difference between his/her daily rate of compensation and the compensation paid the Van Driver Personnel by the courts including expenses.

#### **7.4 Personal Days**

One day of personal leave with pay will be granted to each employee for the purpose of conducting urgent personal business, which cannot be handled outside the regular workday. All personal leave requests are subject to the advance approval of the Student Services Director.

Personal days shall not be taken for recreational and/or leisure activities, and shall be non-cumulative, and may not be taken the day before or the day after a school vacation or holiday.

#### **7.5 Work Related Absence**

Paid time shall be given in the amount necessary to maintain licensure requirements.

#### **7.6 Bereavement Days**

In the event of a death of an immediate family member of any Van Driver, said Van Driver may be absent to attend memorial or funeral services up to five (5) calendar days, commencing with the day after the death. The immediate family shall include father, mother, siblings, spouse, child, father-in-law, mother-in-law, grandparent and grandchild. In the event that a memorial service for a family member is deferred or that travel out of the New England Region is required, deferral of bereavement leave may be granted at the discretion of the Superintendent of Schools, providing the Van Driver has not used the five (5) bereavement days. At the Superintendent's discretion one day may be allowed to attend the funeral of other members of the family or a close personnel friend. All requests for bereavement shall be made in writing to the Superintendent of Schools.

#### **7.7 Coverage**

The Director of Pupil Personnel Services/ designee will make arrangements for covering the absent Van Driver's vehicle.

## **ARTICLE VIII**

### **Vacations**

#### **8.0 Employees must complete one full school year to be eligible for vacation.**

##### **8.1**

Van Drivers shall receive five (5) paid vacation days per year for the first five full years of employment. Beginning year six and each year following, one additional paid vacation day will be added until the employee attains fifteen (15) paid vacation days:

Year 6= 6 paid vacation days	Year 11= 11 paid vacation days
Year 7= 7 paid vacation days	Year 12= 12 paid vacation days
Year 8= 8 paid vacation days	Year 13= 13 paid vacation days
Year 9= 9 paid vacation days	Year 14= 14 paid vacation days
Year 10=10 paid vacation days	Year 15= 15 paid vacation days

**8.2**

Vacation days shall be available for use only during school year vacations as defined by the School Committee calendar. Additionally, any accrued but unused vacation days may be taken during the first five (5) work days after the conclusion of the school year and the five (5) work days prior to the beginning of the school year. Unique circumstances can be addressed with the Superintendent of Schools or designee. All vacation requests are subject to the advance approval of the Student Services Director.

**8.3**

The Student Services Director/designee will make arrangements for covering the absent Van Driver's vehicle.

## **ARTICLE IX**

### **Seniority**

**9.1 Definition**

Seniority means an employee's length of continuous uninterrupted service in years, months, and days commencing with the first date of employment (not hiring) as a Van Driver Personnel.

**9.2 Reduction in Force**

Should it be necessary to lay off one or more van drivers the following will cumulatively be utilized as considerations in determining the order of lay-offs:

- Length of service
- Driving record, including:
  - record of moving violations (due to careless/legal actions)
  - giving consideration to at fault accidents as determined by the Registry of Motor Vehicles, noting that it is expressly understood the employee has the right to appeal to the Registry of Motor Vehicles and if exonerated, the accident will not be considered a part of the driver's record.
- Licensure

**9.3 Recall**

Employees laid off under this article shall be considered for recall in the reverse order of their lay-off for up to one (1) year from the effective date of their lay-off.

**9.4 Restoration of Benefits**

Employees shall be credited with such salary and fringe benefits, as they were entitled at the effective date of their lay-off.

## **ARTICLE X**

### **Grievance Procedure**

**10.1 Definition**

A grievance is defined as a complaint or dispute between the parties involving the meaning, interpretation or application of this Agreement.

**10.2 Purpose**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

### **10.3 Grievance Procedure**

An employee may present the grievance to the Committee and have such grievance heard without intervention by the Association provided the Association is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of an agreement then in effect between the Committee and the Association.

**Level One**—the employee with a grievance will first discuss it with the Director of Student Services with the object of resolving the matter informally. A representative of the Association may be present. The grievance must be submitted within thirty (30) days from the date of occurrence of the grievance or the date of first knowledge of the grievance by any party affected by it.

**Level Two**—If, at the end of five (5) school days next following the meeting with Director of Student Services, the grievance is not disposed of to the employee's and/or Association's satisfaction, the employee and/or the Association may submit the matter, in writing, to the Superintendent, within five (5) school days. The Superintendent, within eight (8) school days of receipt of the written grievance, shall meet with the aggrieved employee and/or the Association in an effort to resolve the matter. The Superintendent will respond, in writing, to the aggrieved employee and/or Association within five (5) school days following the meeting.

**Level Three**—If the grievance is still unresolved, the employee and/or Association shall present the grievance, in writing, to the School Committee within five (5) school days following the written response of the Superintendent.

The School Committee, at the next regular School Committee meeting, after receipt at a regular meeting of the written grievance, shall meet with the aggrieved employee and representatives of the Association in an effort to resolve the matter.

**Level Four**—If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may, by giving written notice to the Committee within ten (10) school days following the receipt of the School Committee disposition, submit the grievance to the American Arbitration Association, provided however, no grievance shall be submitted to arbitration that:

- 1) involves a matter, which is outside the scope of the terms of this Agreement;
- 2) involves a matter, which could not as a matter of law be effectuated by the School Committee;
- 3) involves a matter, which was a proposal in negotiations but not included in the expressed terms of the Agreement;
- 4) involves a matter, which has not been represented in a timely fashion in accordance with the time limitations set forth herein.

### **10.4 Common Grievance**

A grievance common to a group of Van Driver Personnel may be initiated at Level Two within the same thirty (30) -day time limit as defined above under Level One.

The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Franklin for any employee involved in presenting such grievance.

## **ARTICLE XI** **Reimbursement**

All fees, physicals or course requirements associated with employment shall be reimbursed by the Committee.

**ARTICLE XII**  
**Video Cameras on District Vehicles**

The Association agrees, on behalf of its members, to the installation and use of video cameras on all vehicles used by the District or its personnel to transport students.

**ARTICLE XIII**  
**Separability of Agreement**

If any provisions of this Agreement shall be found contrary to law, then such provisions shall be deemed invalid but all other provisions shall remain in full force and effect.

**ARTICLE XIV**  
**Negotiations**

This Agreement shall commence July 1, 2019 and extend through June 30, 2020. This contract shall automatically be renewed to include the period July 1, 2020 to June 30, 2021, unless either party notifies the other party, in writing, on or before October 1, 2019. This Agreement shall automatically extend for subsequent periods of one year unless either party notifies the other, in writing, each October 1 preceding the yearly period in question.

**ARTICLE XV**  
**Miscellaneous Benefits**

The School Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Franklin all payroll deductions for the payment of dues to the Association duly authorized by the employee in writing that they are covered by this Agreement.

**ARTICLE XVI**  
**Salaries**

<b>2019-2020</b>
<b>\$17.17</b>

All van drivers will access their paycheck stub information via the Town's electronic Employee Self Service Module.

**ARTICLE XVII**  
**Evaluation**

In order to promote and insure the satisfactory delivery of services to staff, students and parents, the following evaluation procedure for Van Drivers will take place:

1. All newly appointed van drivers shall serve in a probationary period for 90 school days. A probationary employee serving in the first 90 school days may be discharged or disciplined at the discretion of the employer and shall have no recourse under the grievance provisions of this

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Agreement. All probationary employees will be evaluated at the conclusion of their probationary period.

2. All Van Drivers employed by the Town of Franklin for one, two or three years will be evaluated by May of each year.
- 3.. All Van Drivers who are employed by the Town of Franklin for more than three years will be evaluated every other year unless deemed necessary each year by the Director of Student Services, not later than May 15 of each year.
4. The evaluation of the Van Driver will be completed and filed by the Director of Student Services, and other administrative personnel who have responsibility for the delivery of program and services. A copy of the evaluation, after it has been received and signed by the van driver will be forwarded to the Superintendent of schools for review and placement in the Van Driver's personnel folder.
5. A program will be developed for any Van Driver with an overall unsatisfactory supervisory appraisal to address ways in which the employee may improve. The program will be monitored on an ongoing basis. Failure to improve can serve as grounds for dismissal.

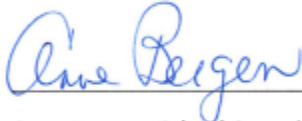
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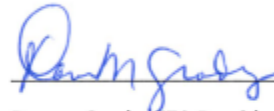
IN WITNESS THEREOF the parties, by their authorized representatives do affix their signature hereto:

Franklin School Committee

Franklin Education Association

 8/21/19

Anne Bergen, School Committee Chair

 8/21/19

Donna Grady, FEA President