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LOCAL 1459

Collective Bargaining Agreement

Between

Greenfield Public School Bus Drivers and Monitors

And

United Food and Commercial Workers Union, Local 1459

July 1, 2026 - June 30, 2029

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THIS AGREEMENT is entered into between Greenfield Public School Drivers, Monitors, and Dispatch workers and its successors or assigns hereinafter called the "Employer", and the Transit Division of the United Food and Commercial Workers Union, Local 1459, United Food and Commercial Workers International Union, AFL-CIO, and their successors and assigns hereinafter called the "Union".

ARTICLE 1- RECOGNITION

Section 1. - Scope of the Bargaining Unit - The Employer recognizes the Union as the sole Collective Bargaining Representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and all other terms and conditions of employment for all regular full-time and regular part-time Bus Drivers, Van Drivers, Monitors, Dispatch, spares and trainers employed by the Employer at any of its' facilities and in all future facilities acquired by Greenfield Public Schools. Excluded are all Supervisors, substitute Bus Drivers and substitute bus Monitors, mechanics and all other Employees' employed by the Employer as certified by the Certification of Written Majority Authorization from the Massachusetts Department of Labor Relations dated August 8, 2017, in Case No. WMAM-17-6131.

Section 2. Whenever the word "Employee" is used in this Agreement, it means the Employees in the Bargaining Unit covered by the Agreement.

ARTICLE 2 - INTERPRETATION OF AGREEMENT

The only persons qualified to interpret this Agreement on behalf of the Union shall be the Officers of the Union, and the only persons qualified to interpret this Agreement on behalf of the Employer shall be the Superintendent or their designee.

ARTICLE 3 - UNION MEMBERSHIP, VOLUNTARY AGENCY SERVICE FEES & PAYROLL DEDUCTION

Section 1. The Employer agrees to deduct initiation fees, regular dues and voluntary agency service fees, as established from time to time by the Union, from the wages of each employee who authorizes the Employer in writing from each bi-weekly paycheck of each employee. Monies so deducted will be forwarded to the Union monthly together with a list of employees from whom such deductions were made, the last four digits of their social security number and date of hire.

Section 2. - New Hires - The Employer shall forward to the Union a copy of the completed Checkoff Authorization Form for each newly hired Employee at the end of the month in which the new Employee begins work. The Employees will have the opportunity to meet with a Union Representative as part of the training/orientation process.

Section 3. The Employer shall notify the Union in writing, on a monthly basis, of all newly hired or terminated Employees, including their classification.

Section 4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer with regard to the provisions of this Article.

ARTICLE 4 - UNION BUSINESS

Section 1. A designated Representative of the Union may visit the Employer's facilities for the purpose of discussing grievances and other Union matters with Employees.

Section 2. The Employer agrees to provide a bulletin board in the garage for the Union to post notices.

Section 3. When required by the Parties, time off without loss of wages and benefits will be granted to up to three (3) Union Negotiating Committee members for attendance at negotiating sessions.

Section 4. The Union may use the facilities of the Employer for the transaction of Union business relative to members working at the Employer's facility.

ARTICLE 5 - UNION STEWARDS

Section 1. The Union may designate in writing to the Employer a total of up to three (3) Employees to serve as Union Stewards.

Section 2. Duties of a Steward - A Steward shall be empowered to discuss and investigate problems and grievances with the Employer; provided, however, a Steward shall first be required to fulfill all of the obligations of their assigned classification and may not leave their work to perform a Steward function without the permission of their Supervisor.

Section 3. Any Steward required to participate in a grievance meeting or called in by Management, whether as a party or witness shall be paid.

Section 4. All three (3) Stewards shall be permitted to attend the Local 1459's Annual Steward Seminar. This time shall be paid to all the Stewards in attendance.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 1. Unless specifically provided elsewhere in this Agreement, it is agreed that nothing in this Agreement shall limit Greenfield Public Schools in the exercise of its functions of management, including, but not limited to, the sole and exclusive right to plan, manage, and direct the operation and affairs of the business; such as right to select and purchase goods and services, to subcontract only in emergencies or in the absence of sufficient numbers; to transfer or cease operations, in whole or in part; such right to direct the working force, to maintain order and discipline, suspend or discharge for just cause; and such right to schedule work, control productivity, maintain standards and to develop methods of work and control efficiency. GPS further retains the right to make and enforce reasonable Employee rules, regulations, policies, and practices; such as right to transfer, assign, layoff, recall, and reassign in lieu of termination; such right to introduce new and eliminate or change existing equipment or machinery, services, or processes; such right to determine the job content and requirements of any job classification (only after negotiating with the Union), and number of qualified Employees needed for any job classification, provided, however, that this Article may not be applied to evade a specific right otherwise expressly granted to the Employees in this Agreement.

Section 2. It is understood and agreed that the Employer retains and shall continue to exercise any and all rights, authority, powers, and privileges it had prior to the execution of this Agreement except only such rights, authority, powers, and privileges which have been clearly and expressly relinquished by the specific and unambiguous terms and provisions of this Agreement.

Section 3. The Union reserves the right to grieve any action taken under this Article, including any unreasonable or improper implementation of a policy or procedure of any kind.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

Section 1. In the event that a problem should arise, the Employee may take up this problem with their Supervisor or their Union Business Representative for adjustment. If the Employee feels that their problem has not been resolved to their satisfaction, they may elect to file a grievance.

Section 2. Grievance Defined - A grievance shall be defined as a claim by an Employee or the Union that the Employer has violated a specific written provision of this Agreement.

Section 3. Grievance Procedure - The grievance procedure provided herein shall be the sole and exclusive remedy for an alleged grievance under this Agreement and the result achieved through the application of this procedure shall resolve a grievance for all purposes. Only an Employee covered by this Agreement or the Union may file a grievance under this Agreement, and such grievance shall be processed as follows:

A. A grievant may be represented by the Union Business Representative at all the steps of the grievance procedure.

B. First Step - The Union must report the members grievance as soon as possible to their Transportation Supervisor in writing within thirty (30) working days after the grievant first knew or should have known of the facts giving rise to the grievance. The Transportation Supervisor and the Union Representative will meet with the grievant within five (5) working days to discuss the grievance. If the grievance is unresolved at this step, the Transportation Supervisor will notify the Union in writing within five (5) working days of the Employer's answer.

C. Second Step -If the grievance is not settled in the First Step, the Union may appeal it by giving a written notice of said appeal within five (5) working days after receipt of the Transportation Supervisor's written answer to the Superintendent of Schools or their designee, who shall meet to discuss it with the Union Business Representative within 10 working days. The Superintendent of Schools or their designee shall give their written answer to the Union within five (5) working days.

D. Third Step – If the grievance is not resolved at the Second Step, the Union may appeal the Superintendent's decision in writing to the School Committee within five (10) working days after receipt of the Superintendent's answer. The written appeal shall be filed with the Superintendent who shall deliver a copy of the grievance and the prior answers to the School Committee. The School Committee shall hear the appeal at the next scheduled School Committee meeting, and should the meeting be cancelled due to unforeseen circumstances, the School Committee will attempt to meet as soon as possible to hear the grievance. At this meeting, the aggrieved employee and a Union Representative will be present to present the grievance. The School Committee shall communicate its decision in writing within ten (10) working days of hearing the grievance. In the event that the Employer and the Union are unable to settle the grievance then the Union may file

for arbitration of said grievance by serving upon the Employer copies of a written request for arbitration.

E. Two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or questions, and which affect a group or a class of Employees may be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article.

F. The specific steps provided for throughout this Article, as well as the time limits for each, are intended by the parties to be followed strictly in all cases, except where the parties shall agree in writing to add steps or to extend specific time limits. Any failure by the grievant or the Union to comply with the specific steps and time limits shall result in the grievance being barred for all purposes. Any failure by the Employer to respond within the time limit provided for each step shall have the same result as that of a timely negative response in that the grievance may be pursued to the next step.

Section 4. The parties shall endeavor to agree upon an impartial arbitrator and, in the event that they are unable to so agree within ten (10) working days of the Parties' mutual agreement to proceed to arbitration or within ten (10) working days after the filing of the Union's demand for arbitration following the Board's decision, whichever is applicable, then the Union may request the AAA (American Arbitration Association) who shall process the case in accordance with their then prevailing rules.

Section 5. Authority of an Arbitrator - The arbitrator shall have no authority to:

A. Add to, delete from, amend or in any way disregard any of the terms of this Agreement.

B. Fashion a remedy in any grievance in which they fails to find that the specific written provision of the Agreement alleged by one party to have been violated by the other party has, in fact, been violated.

C. Accept for submission or render an award in a grievance in which the specific procedures of this Article, including the express time limits at each step, have not been adhered to.

Section 6. The decision of the arbitrator shall be final and binding upon the parties to this Agreement and the Employees covered hereby.

Section 7. The fee and expense of the arbitrator shall be split equally between the Employer and the Union.

Section 8. Working days as used in this Article are Monday through Friday excluding legal holidays and weekends, and any day the relevant District(s) are not in session.

ARTICLE 8 - PAY PROCEDURES AND DATA

Section 1. Payday - Employees shall be paid no later than every other Friday.

Section 2. Paycheck Data – Payroll checks shall be paid bi-weekly and processed through direct deposit or live check. The employer will show the following things on either the direct deposit or

live check: hours worked, current straight time base hourly rate of pay, date, gross wages, gross wages year to date, net pay, accrued sick time, and itemized deductions made

Section 3. The Employer shall provide, when the Union Representative requests, a printed payroll breakdown of hours worked, and rates of pay paid to bargaining unit members.

ARTICLE 9 - INSPECTION OF EMPLOYEE RECORDS

Section 1. The Employer agrees that all records relevant to the processing of a grievance related to Bargaining Unit Employees shall be available, with the allowance of adequate time for preparation of records, to the designated Union Representative.

Section 2. Employees, after written request, shall have the right to examine their own personnel files.

ARTICLE 10 - EMPLOYER POLICIES

Should the Employer alter, modify or establish any new work rules, regulations, and/or policies applicable to the bargaining unit during the term of this agreement, the Union reserves the right in the initial grievance filed subsequent to the enforcement of such work rule, regulation, or policy to challenge its reasonableness.

ARTICLE 11 - NO INDIVIDUAL AGREEMENT

Section 1. The Employer agrees that it will not enter into any individual agreement with any Employee covered by this Agreement which is contrary to the terms of this Agreement.

Section 2. This Agreement may not be waived or modified in anyway except by written agreement of the Employer and the Union.

ARTICLE 12 - UNION DECALS/SHOP CARDS

Decals/Union Shop Cards of the Union shall be displayed in a prominent place at all the entrances to the Employer's premises covered by this Agreement. These decals shall at all times remain the property and the responsibility of the Union.

ARTICLE 13 – PROTECTION OF CONDITIONS

No Employees shall suffer any reduction in wage rates, nor lose working conditions or existing privileges previously granted by Greenfield Public Schools. Further, this Agreement provides minimum standards only and shall not prevent the Employer from granting additional payment or benefits so long as such granting does not violate this Agreement or state or federal law.

ARTICLE 14 - NO DISCRIMINATION

The parties agree not to discriminate against any employee on the basis of race, color, religion, national origin, sex, sexual orientation, age (over 40), mental or physical disability or handicap, veteran status, union activity, or other characteristics protected by applicable law, including but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with

Disabilities Act, the Age Discrimination in Employment Act, the Massachusetts Fair Employment Practices Act, or any other similar applicable laws.

Claims of discrimination shall not be submitted to arbitration under this Agreement if the employee is pursuing or has pending the same claim, complaint or charge of discrimination in any other legal forum that adjudicates employment discrimination claims (e.g. MCAD (Massachusetts Commission Against Discrimination), (EEOC) (Equal Employment Opportunity Commission).

ARTICLE 15 - NO STRIKE/NO LOCKOUT

Section 1. It is agreed that during the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is further agreed that during the term of this Agreement, there shall be no lockout of Employees by the Employer.

ARTICLE 16 - ORIENTATION AND TRAINING

Section 1. The Employer agrees that each new Employee will be oriented in the following areas, but not be limited to the following:

A. Complete tour of the garage and workplace and an introduction to a designated Union Steward.

B. Introduction to all key site personnel and department heads.

C. Familiarization with established emergency and inclement weather procedures.

D. Familiarization with personnel policies in the Employee Handbook and athletic and field trip bidding process.

E. Knowledge of the pertinent job description.

Section 2. A. The Employer agrees to conduct regular in-service meetings, to meet licensing requirements. The Employer and the Union will cooperate to set a schedule at the beginning of each academic year. GPS will provide certified trainers to conduct meetings for license requirements, and it will be the responsibility of GPS to ensure all certified drivers meet their hour requirements. GPS agrees to pay for all costs associated with training drivers.

B. In-service hours shall be accumulated from anniversary of renewal to anniversary of renewal and will not be influenced by the school year.

Section 3. There will be yearly CPR and CPI training available for all Employees. All Employees shall be paid for all time in attendance.

Section 4. A. There will be a CDL training schedule that will be set up and posted at the beginning of each year, and all CDL drivers will have the opportunity to have CDL training by a trained professional.

B. Non CDL drivers interested in getting their CDL licenses will be provided the opportunity to do so through Greenfield Public Schools at no cost. Opportunities will be based on need for new CDL drivers and offered based on seniority.

C. Monitors seeking the training required to obtain 7D licenses shall have training offered to them. Training opportunities shall be offered by seniority. Monitors shall be reimbursed for 7D licensing upon successfully obtaining it. Upkeep costs moving forward will be covered by GPS

ARTICLE 17 – JOINT LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree that there shall be a Joint Labor-Management Committee consisting of no more than three (3) Union Stewards and three (3) from Management. Committee members shall be designated, in writing, by each party to the other. Upon request, meetings will be held at mutually agreeable times and places so as to apprise the others of problems, concerns, and suggestions related to the operations (including safety) and the work force, all with the aim of promoting better understanding between the parties. A mutually agreeable written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Union Stewards shall be compensated for time spent at the Joint Labor-Management Committee meetings. Said meetings are open to other Drivers, however, only the Union Stewards are compensated.

ARTICLE 18 - LEAVE OF ABSENCE

Section 1. A. Personal Leave - An Employee may be granted a personal leave of absence without pay upon approval of the Superintendent or their designee for up to one (1) year, upon written request, explaining the need for the leave. Personal Leave will not be unreasonably denied.
A leave of absence granted for official Union business, when requested by the Union in writing not less than forty-eight (48) hours in advance, shall not count toward an Employee's available personal leave time.

B. Leave of Absence for Union Duties - Upon approval of the Superintendent or their designee a member of the Union selected to participate in any Union activity necessitating temporary leave of absence may be granted such leave of absence for a period of up to three (3) months. When an Employee returns from a leave of absence for Union duties he/she shall be reinstated within fifteen (15) days from the date of application to return to work at their seniority. The Employer will not unreasonably deny said leave.

Section 2. A request for extension must be made in writing, explaining the reason an extension is needed by the Employee and approved in writing by the Employer. A request for an extension shall not be unreasonably denied.

Section 3. Verified Illness/Job Security -Any Employee who is absent from work due to any incapacitating illness or injury verified by a qualified, licensed physician that prevents the employee from performing his or her job shall maintain his or her employment status with Greenfield Public Schools for up to one hundred (100) working days. The employer may extend employment status for up to an additional one (100) working days.

Section 4. Sick/Personal Leave

1. A. Commencing with the start of the Agreement, employees will be eligible to take paid leave if the employee is unable to work due to injury or illness during the school year. Employees shall be allowed to use up to three (3) of their sick days as personal days.

1. B. Sick time accrual

-Years 1-6...5 sick days will be allocated for use as of September of each year. Employees shall accrue one additional day each month after until they have accrued a total of 15 days each year.

-Year 7+.... 5 sick days will be allocated for use as of September of each year. Two days will accrue in both October and November. After that Employees shall accrue one additional day each month after until they have accrued a total of 18 days each year.

1. C. 1.Employees shall be allowed to use up to ten (10) of their available yearly accrued sick days to be paid on days that school is not in session (ex. school vacations, snow days and unpaid holidays). These days will be paid at an Employees average hours.

1. D. Employees will call in at least one hour before their run if possible if they plan on using a sick day.

2. A. Sick leave Roll Over

1. Unused sick leave shall be accumulated from year-to-year without limitation, so long as the unit member remains continuously employed by the district. Said sick time is available for unrestricted use by the unit member, in the event of illness or injury, at any point after accrual.

2. The school department shall provide reasonable notice to all unit members, on or before October 1st, of accrued sick day totals.

3. Employees will be allowed to donate their accrued time to other Employees.

Section 5. Family Medical Leave

The Employer agrees to provide leave of absence benefits in accordance with the requirements of the Family and Medical Leave Act (FMLA) to employees who are eligible for FMLA leave as provided under the law. All leaves of absences under this Agreement which qualify for coverage under the FMLA shall be designated as FMLA for FMLA eligible Employees and shall run concurrently with and not in addition to FMLA leave.

Section 6. The Employer agrees to provide up to twenty-four (24) hours of unpaid leave during any twelve (12) month period to "eligible Employees" in accordance with the Massachusetts Small Necessities Leave Act. This leave is in addition to the twelve (12) weeks already allowed under the Federal Family and Medical Leave Act.

Section 7. Parental Leave - Employees who have completed their ninety (90) day probationary period and who are not eligible for FMLA leave shall be eligible for unpaid parental leave for up to eight (8) weeks. Such leave will be for the purpose of birth of a child or for adopting a child

under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled. Parental leave that also qualifies for FMLA leave shall run concurrently with FMLA for FMLA eligible Employees. All other terms and conditions of the Employee's Parental Leave are as set forth in the Employer's written policies.

Section 8. Injuries on the Job - In the case of injuries sustained on the job, the Employer shall continue to make contributions for eligible Employees to the Health Insurance Plan for a period of up to twelve (12) months. During such period, the Employee shall be responsible for paying their monthly health insurance premium to Greenfield Public Schools on a monthly basis. Failure to make the monthly premium payments as required may result in termination of health insurance coverage. After completion of the twelve (12) months of coverage, the Employee will be eligible for COBRA health insurance continuation coverage.

Section 9. Military Leave – Employee's Military Leave shall be regulated by State and Federal Law.

A. Military leave under this Section shall not be counted as sick leave, bereavement leave or other leave.

B. An Employee required to take military leave shall take such leave not to exceed imposed by the Law.

C. Compliance with Law: The Employer will comply with applicable provisions of Federal and State Laws.

Section 10. Vacation Time- Employees with 1-3 years of service shall receive ten (10) vacation days annually. Employees 4-9 years of service shall receive thirteen (13) vacation days. Employees with 10 or more years of service shall receive fifteen (15) vacation days annually. Unused vacation time shall be paid out at the end of August or carried over to the next year. There shall be a four-week cap on vacation time. Vacation time shall be paid at the Employees average daily hours. Employees shall submit their vacation schedules by September 15 each year if vacations are known. If there are conflicting schedules and the Employer cannot cover all the work, the most senior Employee shall be granted their vacation. Vacation requests shall not be unreasonably denied. Vacations shall be allowed to be used in the event of school closures and or shutdown weeks.

Section 11. Time under this paragraph will be granted for death in the event of the employee's immediate family, employees will be granted up to five (5) paid days to mourn the death of a family member. Immediate family is defined to include spouse, children, parents, grandparents, grandchildren, parent-in-law, brother, sister or brother/sister-in-law, son-in-law, daughter-in-law, stepchildren, and member of the immediate household residing with the employee or individual for whom the employee has acted as parent or legal guardian. Only one (1) paid school day will be granted in the event of death of a relative other than specified in this section to attend the funeral.

ARTICLE 19 - JURY DUTY LEAVE

Employees shall be granted time off with pay for Jury Duty. Appropriate documentation proving the need for this leave shall be provided to the Employee's Supervisor for submittal to the Office of Human Resources. The Employer shall make up the difference, if any, between Jury Duty Pay and the Employee's regular salary for the period of Jury Duty Service.

ARTICLE 20 - DRUG AND ALCOHOL POLICY

Section 1. The Employer and Union recognize the obligation to maintain a healthy and safe work environment by promoting a safe work environment. In compliance with the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance (except for legal medications prescribed by a physician) in any quantity, the sale of any controlled substance in any quantity, or being intoxicated or under the influence of alcohol or drugs while at work or on Employer or school property is strictly prohibited and is grounds for disciplinary action up to and including termination. Any employee found guilty of a criminal offense involving a controlled substance is subject to disciplinary action, up to and including termination, regardless of whether the offense was on school or Employer property or during working hours.

Section 2. It is acknowledged that the Employer complies with U.S. Department of Transportation Rules with regard to such issues as the drug and alcohol testing of Employees and that it will apply its policies and procedures relating to testing for drugs and alcohol including but not limited to its Zero Tolerance Policy, . The Employer agrees to pay any affected Driver their Driver Rate for any time spent for testing, provided it is beyond their route time.

ARTICLE 21 - SEPARABILITY

Section 1. Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decisions.

Section 2. In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate Collective Bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE 22 - RESPECT & DIGNITY

The Employer and the Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment by employees, managers or supervisors towards each other will not be tolerated.

ARTICLE 23 - SENIORITY

Section 1. A. Greenfield Transportation seniority shall be defined as an Employee's total length of continuous employment within the Employer since the Employee's first day of employment. Seniority rights, such as in the event of a reduction in force, shall be based upon seniority in the position classification.

Whenever a layoff occurs by classification seniority for a driver, that Employee shall be able to use their seniority to bump into a less senior driver position only. The laid off Employee must have

all required licenses to bump into another driver position. This provision shall not permit a driver to bump into a bus monitor or dispatch position.

B. If more than one (1) Employee is hired on the same day, seniority will be determined by the Employee's date of application. If both Employees have the same date of application, the Employee who has the lowest last three digits in their social security number will be listed higher on the seniority list.

C. Classifications are:

1. Special Needs Transportation Drivers
    a. Special Needs Transportation Drivers with CDL
    b. Dispatch
    c. Special Needs Transportation Drivers with 7D
2. Monitors

Section 2. An Employee's seniority shall be broken so that no prior period of employment shall be counted, and their seniority shall cease upon:

A. discharge
B. voluntary quit
C. failure to return as required in a notice of recall, or
D. failure to return as scheduled at the conclusion of a leave of absence

Section 3. If the Employer determines that layoffs due to lack of work are necessary, the Employer and the Union shall meet (1) one week prior to the layoffs to discuss the application of the provisions set forth in this Article.

Section 4. Employee layoffs due to lack of work will be by classification seniority.

Section 5. The Employer shall prepare and post a seniority list for each classification upon written request. The Employer shall send over new hire information to the Union as individuals are hired.

Section 6. Route Assignments:

A. During the school year the Employer agrees to distribute work in an equitable manner to all Employees. If an Employee feels they are receiving a less than equitable share of work, the Employer agrees to sit down with said Employee and a Union Representative to assess if they are receiving an equitable share of work. The Union reserves the right to file a grievance should this meeting prove that a pattern of receiving less than an equitable share of work relative to other employees exists. While the Routes are put together by Dispatch workers, it will remain the Employers obligation to ensure that work is being handed out fairly and equitably.

B. There shall be no less than two (2) Dispatch Employees at any time. Dispatch Employees shall be empowered to drive or monitor along with other duties relative to Dispatch. Dispatch duties are those listed, but not limited, to those below, as long as their duties do not meet a managerial standard as determined by the NLRB.

a. Dispatch workers are those workers selected to perform office related tasks in addition to or in place of Driving or Monitoring. The tasks of Dispatcher are to: assist with bills, scheduling of runs for the school year (excluding field trips/charters/extra work which will be bid), coordinating and assigning emergency charters or runs from the list of people interested in doing that work, handling transportation requests, maintain in and out of district transportation database, answer emails and calls, coordinate maintenance of vehicles, coordinate snow removal, dispatching, parental correspondence, emergency calls, reschedule employees as a result of sick calls, filing and maintaining records, and any other duties that have been a consistent practice of these workers. Additional assignments may be included by mutual agreement between the Employer and the Union.

b. Should Administration need to call on Dispatch during the weekend and should Dispatch be available, the Parties agree that all time worked shall be paid.

C. Should the current dispatch Employees that hold these positions at the time of ratification vacate their positions for any reason, the positions shall be posted and shall be bid and awarded by seniority to an applicant who is capable of preforming the work.

D. The School Start up Meeting will be held as soon as is practicable after all routes have been determined by the Employer and the School Districts.

E. All Dispatchers are required to maintain a 7D license as a condition of employment.

ARTICLE 24 – ATHLETIC AND FIELD TRIP BIDDING

Section 1. A. Routine Athletic for winter sports (or other trips if applicable) and Field Trip bidding will occur once a month and be bid and awarded by rotating seniority. Drivers and Monitors shall be paid for all time in attendance for bid meetings.

B. Trips with over six (6) people are automatically a CDL assignment. Trips with under six (6) people are automatically a 7D assignment. Standard bidding assigns a 7D driver in combination with the CDL, for efficient use of vehicle capacity.

C. All trips will be designated on an information sheet for Drivers' use at the bid meeting. Information sheets will be available from Dispatch and through email.

D. A Dispatcher or Union Steward with written authorization from a Driver or Monitor may make a bid selection for that Driver or Monitor if he/she is unable to attend the Bid Meeting.

E. Any trip postponed and rescheduled remains assigned to the original driver awarded the trip. If a conflict exists with the rescheduling of the trip, then the Driver or Monitor who lost the trip will be placed at the top of the list for the next scheduled bid meeting. This placement will not affect the order of other positions on the list.

Section 3. General – A bid trip assignment shall be paid a two-hour minimum.

Section 4. A. Late, Emergency or Pop-Up - Late Athletic and Field Trip trips are those received after a bid meeting but scheduled before the next bid meeting. A separate seniority sign-up list consisting of Drivers who indicated willingness to accept late trips will be used to assign these trips on a rotating basis. If any new late trips would conflict with another the Driver has had for the same date and time, that new late trip would be offered to the next senior driver on the rotating list.

B. The Employer agrees to provide a daily list of this work indicating the Drivers who were awarded it.

C. All relevant trip work documentation available to Administration shall be provided, which may include rosters of students/coaches/chaperones, directions, destination address, bus parking information pick up and drop off points (when provided by the district). Greenfield Public Schools agrees to modify trips request forms to obtain additional drop, pick, and bus parking information.

D. Trip work information, such as when the trip request came in and who was awarded the work will be provided to a Union Steward upon reasonable advance request.

E. Drivers and Dispatch will be provided with district email addresses. Dispatchers will have access to the District PowerSchool database.

ARTICLE 25 - DISCIPLINE AND DISCHARGE

Section 1. Just Cause - The Employer shall not give written reprimands, suspend, demote or discharge an Employee without just cause.

Section 2. Investigatory Suspension - An Employee shall not be discharged without having first been suspended (placed on administrative leave) pending an investigation by the Employer. The Employer agrees that administrative leaves shall be paid.

Section 3. A verbal or written warning notice shall not be used in the application of progressive discipline after a period of six (6) months, unless for a serious infraction of the safety rules.

Section 4. The Union shall be promptly copied on all written warning notices when given to Employees.

Section 5. When an Employee is suspended or discharged by the Employer, the Union shall be promptly notified.

Section 6. A discharged Employee shall be given written notice of their discharge and of the reason for the discharge. A copy of such written notice shall be promptly forwarded to the Union.

ARTICLE 26 - HOURS OF WORK

Section 1. Availability and Schedule for Full-time Employees

A. Full-time employees shall be required to be available for up to 8 hours daily for regularly scheduled runs, field trips, athletic trips, training, interoffice mail, tutoring, or any other

work that falls within the established practices of the bargaining unit. The employer shall have the authority to determine the specific definition and timing of the 8-hour availability period for full-time employees. Employees may submit information regarding scheduling difficulties that would be taken into account. The 8-hour period may consist of non-consecutive hours falling within the timeframe of 5 AM to 5 PM.

While it is recognized that employees may not necessarily work the full 8 hours, they are expected to make themselves available during this period of "on-call" time in case the employer requires their services for the entire duration.

A full-time employee's regular schedule will consist of a "regular run" and "on-call" time. Employees will be compensated for all time spent on their "regular run" or any "on-call" time that is worked. An employee's "regular run" will begin with a circle check for drivers, departure time for monitors, and a determined time for dispatchers, unless otherwise stated by the transportation coordinator.

If a full-time employee workday is less than 6 hours daily due to the hours of their regular run or due to a cancellation of their regular run (outside of a weather-related cancellation), they shall be entitled to a minimum payment of 6 hours per day, provided that they are available for all scheduled regular runs and on-call time, and that the district does not provide them with an additional run. Otherwise, the full-time employee will be compensated for all hours actually worked.

Notice of unavailability:
Employees must provide the employer with a minimum of 48 hours' notice when they will be unavailable for either their regular run or on-call time, except in cases of illness or emergency.

Availability and Schedule for Part-Time/Spare Employees:
Part-Time Employees have a regular, predetermined schedule and shall not be entitled to the minimum payment requirement. Part-time or spare drivers/monitors ("Part-Time Employees") are not required to be available for 8 hours daily and shall be compensated for all hours actually worked.

Temporary Reschedule:
If the employer temporarily reschedules an employee's regular run with less than 24 hours' notice, the employee shall not experience a reduction in the hours paid. No employee shall face disciplinary action for being unable to accommodate a schedule change with less than 24 hours' notice.

Voluntary Schedule Change
Nothing in this section shall prohibit an employee from voluntarily accepting more work outside of their hours of availability or waiving the 24-hour notice policy if they so choose.

Weather-Related Early Release and Exceptional Circumstances:
In the event of a weather-related early release, the addition of a McKinney-Vento student (for the first day only), or student in foster care (with a right to immediate transportation for the first day only), or an emergency situation, the employer reserves the right to waive the 24-hour notice policy. In such cases, affected employees shall receive an hour of

compensation at their base pay rate as an inconvenience fee, in addition to all hours actually worked.

Additional Provision:
The Employer and the union mutually recognize that pupil transportation is not an exact science, and occasionally, due to traffic or student behavior, a member of the bargaining unit may work over their scheduled availability. Members will be compensated for all hours worked, with a minimum of one hour of pay. However, if a pattern emerges where a member consistently works over their scheduled availability, the member may bring it to management's attention and provide 72 hours for re-routing and other problem-solving to occur.

A. Drivers will be paid from the time they leave the terminal until they return to the terminal and complete all necessary pre and post trip procedures. Pre-trip inspection should not exceed fifteen (15) minutes, unless approved in writing (including text) by the Transportation Director.

B. Stewards shall have access to the payroll worksheet upon reasonable advance request.

C. Average hours for the purpose of this Agreement will be 8 (eight) hours.

Section 2.

A. Sunday through Saturday will be the normal payroll week.

B. If school is canceled after an Employee has reported to the terminal, he/she will receive, at their rate, 6 (six) hours. Said Employees shall be allowed to use sick or vacation time to earn up to 8 (eight) hours for these days.

C. If school is delayed after an Employee has reported to the terminal, the Employee will receive one (1) hour's pay in addition to the scheduled route pay.

D. Drivers performing dry runs will be compensated at the driver rate for the actual number of hours for the route.

E. Should an employee's run be cancelled with less than thirty (30) minute notice prior to run, the employee shall receive a two (2) hour guarantee.

ARTICLE 27 - BARGAINING UNIT WORK

Section 1. No person outside of the Bargaining Unit shall be permitted to regularly perform work normally performed by a member of the Bargaining Unit except in the absence of sufficient numbers of Bargaining Unit Employees or in a recognized emergency.

Section 2. A. Any Union member designated by management to be assigned full time to any non-bargaining unit position will retain their existing seniority and rights to their bid work for up to ninety (90) calendar days.

Section 3. Subcontracting - The Employer shall not subcontract the work performed by an

Employee covered by this Agreement for the purpose of circumventing the provisions of this Agreement as set forth in Section 1.

Section 4. Monitors shall be allowed to continue doing additional transportation work, (I.E crossing guard duties) this work shall be awarded by seniority.

ARTICLE 28 - GENERAL CONDITIONS

Section 1. Polygraph - The Employer agrees that it will not request, require or accept any voluntary offer from any Employee to take a lie detecting test.

Section 2. A. It is the intent of the Employer to provide a safe work environment, including safe vehicles and parking lot, for all Employees. No Employee shall be required to drive or ride in any vehicle that would reasonably deem unsafe.

B. Any Driver who is required to drive a vehicle and who is ticketed for a vehicle equipment violation while operating that vehicle after registering a complaint with the Employer shall be paid by the Employer for such fine.

Section 3. License Renewal
A. The Employer shall pay the reasonable costs associated with an employee's initial attempt to obtain a CDL or 7D license, including required training, testing, and initial licensing fees. The Employer's obligation shall be limited to one attempt to obtain the applicable license. Any costs associated with additional training, testing, or licensing resulting from an employee's failure to obtain the license on the initial attempt shall be the responsibility of the employee.

For employees who maintain a CDL or 7D license as required by their position, the Employer shall pay the cost of any annual physical examination or medical certification required to maintain or renew the license. The Employer shall also reimburse employees for applicable CDL or 7D license renewal fees. Upon submission of appropriate documentation demonstrating payment of the renewal fee, the Employer shall provide reimbursement within two (2) pay periods.

B. Drivers do have the option of using any other doctor of their choice as long as the doctor is CDL qualified. The Employer agrees to reimburse Drivers who go to their own doctor for costs associated with their DOT license renewal at an amount equal to what Greenfield Public Schools pays to its provider for that service.

Section 4. There shall be cameras installed on all buses. Cameras on buses will not be reviewed unless there is an incident, accident or complaint or unless required by the District.

A. Cameras on buses will not be reviewed unless there is an incident, accident or complaint or unless requested by the District.

Within Greenfield Public Schools, camera footage along with GPS records shall be reviewed and handled only by Management.

B. Upon request, the Union shall be permitted to review camera footage related to an incident, accident, or complaint related to bargaining unit members.

Section 5. A. The Employer will have the parking lot sanded, salted and free of snow prior to departure of buses for the day.

Section 6. Injuries/Illness on the Job-

In cases where injuries are sustained on the job, and where the Employee is unable to work their scheduled hours because of said injury, such an Employee shall not suffer any loss in pay for a maximum of up to five (5) calendar days. If the Employee receives workers compensation payments covering all or a portion of the first five (5) days, he/she shall reimburse the Employer (through payroll deductions) for the payments received under this Article. An Employee on a worker's compensation leave of absence shall have reinstatement rights under M.G.L 152 75A.

Section 7. Preventable Accidents and Injuries - The Union shall be provided with copies of all preventable accident reports and injury reports. The Employer agrees to discuss each accident or incident with the individual Employee and the Union Steward if requested by the Employee.

Section 8. If payroll errors are found Management will call Employees in to explain the error.

ARTICLE 29 – WAGES

	9/1/2026	9/1/2027	9/1/2028
Driver CDL	$26.07	$27.07	$28.07
Dispatch	$25.36	$26.36	$27.36
Driver 7D	$23.62	$24.62	$25.62
Monitors	$18.40	$19.40	$20.40

Dispatchers who possess a valid CDL license shall receive an extra hour of pay any day that the dispatcher drives a District transportation vehicle. In addition, if the dispatcher is driving a vehicle which requires a CDL license to operate, the dispatcher will be paid at the CDL hourly rate of pay.

The following annual longevity bonuses shall be paid out based upon the number of continuous years worked in the bargaining unit.

5-9 years	$600.00
10-14 years	$900.00
15-19 years	$1,200.00
20+ years	$1,500.00

Once an employee has reached the required years of service, they shall annually be paid the appropriate bonus above affective the final pay period on the fiscal years.

ARTICLE 30 – HOLIDAYS

New Year's Day
MLK, Jr. Day
Washington's Birthday
Patriots' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

Holidays falling on a Saturday in any given year will be observed on the adjacent Friday.

Holidays falling on a Sunday in any given year will be observed on the adjacent Monday.

Holiday Pay: Holiday pay will be paid at an Employees average hours.

ARTICLE 31 – SICK LEAVE ATTENDANCE BONUS

Section 1. Eligibility. Bargaining unit members who use five (5) or fewer sick leave days during a fiscal year shall be eligible to receive an annual attendance bonus of three hundred fifty dollars ($350).

Section 2. Calculation. Eligibility for the bonus shall be determined based upon the employee's use of sick leave during the fiscal year commencing July 1 and ending June 30. For purposes of this Article, only leave charged against an employee's accrued sick leave shall count toward the five (5) day limit.

Section 3. Payment. The annual attendance bonus shall be paid in the employee's final regular payroll of the fiscal year.

ARTICLE 32 – DURATION

Section 1. Effective dates - This Agreement shall be in force and effect from July 1, 2026, through June 30, 2029, and year to year thereafter unless one party gives the other written notice no less than ninety (90) calendar days prior to scheduled expiration of the Agreement of its desire to commence negotiations to amend the Agreement.

Section 2. A. Renewal - It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 1 of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Employer's business. The Employer and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 1 of this Article to allow for a settlement to be reached.

B. If a settlement is not reached, both the Union and the Employer agree that all provisions of this agreement will remain in full force and effect until such time as a successor agreement is executed.

Section 3. Added classifications or locations -If the Employer adds a Bargaining Unit classification to those shown in Article 23 of this Agreement, or if additional Employer locations are added to the unit as provided in Article 1, the Employer and the Union shall promptly meet to negotiate rates of pay and any other conditions of employment unique to such new classifications or unit.

IN WITNESS THEREOF, the duly chosen representative of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands.

Jeffrey W. Jones

JEFFREY W. JONES, PRESIDENT
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1459

FOR THE GREENFIELD SCHOOL COMMITTEE:

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Dated: 11/23/2026