

Wareham Public Schools

INVITATION FOR BIDS FOR SCHOOL TRANSPORTATION SERVICES FOR SCHOOL YEARS 2018 TO 2020

Bid Questions No.1

The answers provided below should be considered part of the bid documents for this contract.

1. Can you provide a copy of the current Collective Bargaining Agreement for transportation personnel?

A copy of the current Collective Bargaining Agreement for Wareham Bus Drivers is attached.

2. Can you provide a copy of the current bus routes?

For route information on regular day transportation please see the Wareham Transportation website:
<http://warehamps.org/transportation/>

Special Education routes will be issued with 'Bid Questions No.2'.

3. I did not see any language in the bid specifications for facility requirements. Will the district be providing a transportation facility? If yes, will it be provided by the district at no cost?

The district will not be providing a transportation facility.

4. Can you provide a current district fleet list? Will the district require the successful contractor to purchase the current district fleet?

A copy of the current 'in use' transportation fleet is attached.

The district will not require the successful contractor to purchase the current district fleet. However, if a contract is awarded the fleet will be sold through a separate procurement process.

5. Do you have a prevailing wage letter from the state?

The prevailing wage letter from the state is attached.

6. If monitors are required will the monitors be district employees? Page 20, Item 88 and 89

Any monitors placed on buses under this contract will be employees of the school district.

7. Is the district going to require computerized routing software?

No. However, please note, whatever system used must enable the successful bidder to meet all requirements, including, as noted on p12:

Route Preparation

33. Routes and schedules, as compiled by the successful bidder and working in conjunction with the Superintendent, or designee, shall be submitted to the School District at least four weeks before the scheduled first day of school.

34. The School District reserves the right to rearrange, reassign, or adjust routes and schedules when it is in the interests of the Wareham Public Schools to do so, at no additional cost to the District.

8. The district currently has third party contractors for Out-Of-District Special Ed routes. Is the district seeking pricing for all required transportation or is it the intent of the district to continue to contract with third party vendors for Out-Of-District transportation services?

Yes. The district is seeking pricing for all required transportation.

9. Is the district going to require GPS on all vehicles?

No. The district is not requiring GPS on all vehicles.

10. Can you provide a current seniority list for all transportation employees with hours worked per day, job classification and current pay rates?

A seniority list for current transportation employees will be issued with 'Bid Questions No.2'.

11. How many drivers are currently enrolled in Health Coverage? Can you provide a list by plan coverage i.e. Single, Single +1, Family. Does the district contribute towards employee health coverage? If yes, what is the current district contribution?

Currently three drivers are enrolled in 'Harvard Pilgrim HMO Traditional - Single' and three drivers are enrolled in 'Harvard Pilgrim HMO Traditional – Family'. See attached rates for 2017/18.

12. Does the district contribute to employee pension plan? If yes, what is the district contribution?

No. Employees contribute to the Plymouth Country Retirement plan.

13. How many current district drivers are eligible to retire?

We estimate that up to 6 employees may be eligible to retire.

14. Does the district currently have full driver staffing to provide services?

No, we have contracted with third party vendors for some out of district transportation.

15. Did I read correctly that services will not be required on July 1, 2017 but for the first day of the 2017-18 school year?

That is correct.

16. What is the average number of miles per run?

Type of Run	Average Distance (single run)
Elementary - Reg	18.3
Elementary - Sped	20.8
High School / Middle School - Reg	11.6
High School / Middle School - Sped	15.2
Sped Out of District	52.0
Homeless	48.5

17. How many athletic trips / field trips are run each week?

An average of 2-3 athletic trips are run a day during each season, with the Spring season being the heaviest. Field trips and other events normally run 1-2 trips a week – this normally higher towards the end of the school year.

18. Who will be responsible for worker’s compensation for monitors injured on the bus if they are employed by the district?

The district will be responsible for all employment related obligations with regard to its employees.

19. What date should be used for the base rate of fuel?

The base rate of fuel will be that as established at the time of the contract bid.

20. Does pricing have to be the same for each year?

No – the forms for the bid allow different pricing for each year.

21. Do all buses have to have seatbelts?

No. As stated in the RFS (emphasis added):

If the Wareham Public Schools requires the successful bidder to install seat belts and/or other additional safety equipment or devices not listed herein, **except as required by Statute or Federal or State Regulation**, the added cost of such installation shall be a matter to be negotiated.

22. Your criteria for a responsible bidder requires that the bidder must have been in the school transportation business, operating 65/71/77 passenger buses for at least five years. Does this criteria pertain to In and out of district transportation for SPED ? If so would you consider more than five years in charter bus service (55 passengers) as sufficient to satisfy this criteria?

We have amended the IFB (see Amendment No.1) so that this would be sufficient. However, please note that the successful bidder will still have to “to provide a demonstration of sufficient capacity and capital to handle a contract of this size”.

23. Please advise how we are to bid special education transportation for in and out of district transportation only. The forms seem to include all in district and out of district transportation.

We do not intend to separate in district special education and regular transportation. However, we are willing to consider a proposal for only out of district special education transportation – see Amendment No. 1.

As noted on page 4 of the IFB:

“Bidders may choose not to bid on any part of the bid, however, they should submit all bid forms and indicate ‘no bid’ as appropriate.”

24. Are the Wareham Public School vehicles available for this contract?

As noted above, if a contract is awarded the fleet will be sold through a separate procurement process.

25. Could the bid due date be extended one week?

The due date will be extended to 5/19/2017 – see Amendment No. 1.

26. Can a bidder ‘link’ their bid for different categories i.e. provide a bid for one category e.g. Extra-Curricular, Athletic & Field Trip Vehicles, contingent on being successful in another category e.g. Regularly Scheduled In District Transportation?

Yes. If this is the intention, it must be made clear on the bid form.

AGREEMENT
BETWEEN THE
WAREHAM SCHOOL COMMITTEE
AND
LOCAL 30, STATE COUNCIL #93, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
(Bus Drivers)

August 1, 2016 – July 31, 2019

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 3

ARTICLE II - MANAGEMENT RIGHTS 3

ARTICLE III - SALARY 3

ARTICLE IV - HOLIDAYS 6

ARTICLE V - FUNERAL LEAVE 6

ARTICLE VI - MATERNITY LEAVE 7

ARTICLE VII - SENIORITY 7

ARTICLE VIII - DUTIES 8

ARTICLE IX - REDUCTION IN FORCE 8

ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE 9

ARTICLE XI - PROBATION, DISCIPLINE AND DISCHARGE 10

ARTICLE XII - MISCELLANEOUS 10

ARTICLE XIII - UNION DUES 11

ARTICLE XIV - LONGEVITY 12

ARTICLE XV - EVALUATIONS 12

ARTICLE XVI – PERSONAL DAYS & SICK LEAVE - SICK BANK 13

ARTICLE XVII - LEAVES OF ABSENCE 14

ARTICLE XVIII - WAIVER OF NEGOTIATIONS 14

ARTICLE XIX – DURATION 14

ARTICLE XX - DRIVING INSTRUCTORS 15

RULES AND PERSONAL CONDUCT

TRANSPORTATION DEPARTMENT EVALUATION

This Agreement made and entered into by and between the Wareham School Committee, hereinafter called the "COMMITTEE", and Local 30, State Council #93, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "UNION".

ARTICLE I - RECOGNITION

The Committee recognizes the Union for the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of any collective bargaining agreements and any questions arising thereunder as the exclusive bargaining agent and representative for all full time and regular part-time bus drivers employed by the Wareham School Committee, excluding the transportation manager and all managerial, confidential, casual and other employees. (MCR #3865)

ARTICLE II - MANAGEMENT RIGHTS

Except as otherwise expressly relinquished or modified by provisions of this Agreement, the Committee retains all rights which it would have in the absence of such agreement. Without limiting the generality of the foregoing and by way of example and not of limitation, such rights include the exclusive right to set its policy; to manage its business, to direct the working forces, to determine the number of its employees at any time, to determine the qualifications for and to select its employees, to assign employees to jobs, to increase and decrease the working forces, to determine the work content of jobs, to determine the hourly, daily, and weekly schedule of work, to determine the methods, processes, and means of accomplishing work, and to enforce discipline for violation of rules and other misconduct and to suspend or discharge its employees for just cause. Any federal and state laws applicable to school bus drivers which are inconsistent with the collective bargaining agreement will supersede the collective bargaining agreement.

ARTICLE III - SALARY

The Committee and the Union agree that any driver regularly working more than twenty hours per week on runs to and from the normal day of school for Wareham students will be offered the Wareham School Department medical and dental package.

If twelve or more drivers become eligible and subscribe to full-time benefits, the Superintendent may bundle the routes in such a way to include a.m., mid-day, and p.m. (regular and sped) buses. The actual route assignments will be formulated by the Transportation Manager in consultation with the union steward and may be augmented or changed during the year to include new or additional stops as they are developed to meet the needs of the school district. All runs including new or additional runs, which are developed during the year, will be bid according to Article VII, Section C.

- A. Bus/Van Drivers:
Effective August 29, 2016
Rate for all regularly scheduled school runs

	<u>Option 1 (No Set Aside Summer Pay)</u>	<u>Option 2 (With Set Aside Summer Pay)</u>
Step 1	\$25.00 per hour	\$23.00 per hour
Step 2	\$26.00 per hour	\$24.00 per hour
Step 3	\$27.00 per hour	\$25.00 per hour

See Section B on set aside pay and the difference between Option 1 and Option 2.

The contract will be re-opened for negotiations of pay rates only for the second and third years of the contract (effective August 1, 2017 and August 1, 2018 respectively).

Rate for all additional runs

This includes, for example, the late bus, CARE and after school programs, Athletics, Field Trips, etc.

Step 1	\$23.00 per hour
Step 2	\$24.00 per hour
Step 3	\$25.00 per hour

B. Set-Aside - Summer Pay

For regularly scheduled school runs only, all bus drivers may choose between the options below. Unless the driver informs the transportation office, it will be assumed that they have opted for Option 2.

Option 1: receive a higher hourly rate (see Section A) for regularly scheduled school runs and receive NO additional payment at the end of the school year.

Option 2: receive the standard hourly rate (see Section A) for regularly scheduled school runs and receive ‘summer pay’ to be paid at the conclusion of each year of this Agreement. Summer pay will be calculated on a per day basis, or fraction thereof, for Bus/Van drivers work during the preceding school year on their regular schedule, at the following rate:

Step	Daily Rate
Step 1	\$ 9.53
Step 2	\$ 9.90
Step 3	\$10.12

All staff will receive the same hourly rates per step for additional runs (see Section A).

C. Waiting Time

Waiting time shall be paid at the driver's regular hourly rate. Waiting time for the purposes of this Agreement shall mean that period of time the Bus/Van Drivers are not actually driving while on an Extra Trip assignment.

D. Extra Trips

"Extra Trips" for the purposes of this Article shall mean those trips, which are not part of the scheduled trips on which students are transported to and from the schools in the Town of Wareham and to and from Special Education placement.

"Extra Trips" will be assigned on a rotating basis by seniority starting at the top of the list for each rotation, with permanent full-time bargaining unit employees being called first. There will be a system-wide seniority list for this purpose, which shall state the license held and the runs for which the employee will be qualified to take.

Employees who refuse an "Extra Trip" assignment shall be placed at a place on the list in the same manner as if they had accepted the assignment.

Employees who are unable to perform an "Extra Trip" assignment because of illness or an assignment by the Committee shall not be treated as having accepted said assignment.

If an "Extra Trip" conflicts with a regular run and there is no substitute available to fill the trip but the substitute is able to fill the regular run and there is a bus available, the trip will be put out to the bargaining unit before giving to a substitute or outside firm.

If a field trip is cancelled with less than twenty-four hours notice, the driver will be compensated with two (2) hours pay.

E. Special Runs

All runs will be called out by the seniority list. The seniority list will start at the top for each rotation. Late bus runs shall be called out once at the beginning of the school year or once the need is known. Academic after-school programs will be rotated for each session that is run.

F. Delayed Openings

In the event that there is a delayed school opening of one hour or more, the school bus drivers will be compensated for one additional hour resulting from said delayed opening.

G. Shop Work

Seat repair, inspections, cleaning, etc., will be posted and filled by seniority and subject to evaluation criteria to be worked out.

Drivers will not be required to clean blood borne pathogens or any bodily fluids from their bus. Management will be responsible for the removal and clearing of ice and snow from the roof of buses.

H. Mid-Day Kindergarten Run

The mid-day kindergarten and pre-k run will be equal to two (2) hours.

I. Late Buses Run

The 3:30 p.m. Middle/High school late bus run will increase from one hour and fifteen minutes to one hour and thirty minutes.

J. Double Run

Each driver helping to fill an absent driver's run will be paid an additional five (\$5.00) dollars for each additional run.

L. The school year shall consist of 180 days, which shall be paid days. In the event the Department of Education exempts this requirement, drivers will be assigned to other related duties.

M. Shuttle Bus Runs

The following shuttles are now to be paid thirty minutes:

- Minot/East
- Minot/Hammond
- The High School sport shuttle will be compensated for (1/2) one-half hour at the employee's hourly wage.

N. Aide/Monitor

Drivers will be allowed to fill any aide/monitor positions that do not interfere with the drivers' normal bus runs. (Examples, but not limited to: CARE, late bus, mid-day runs, special education runs when days the Wareham schools are not in session if the regular monitor is not available). Employed drivers will be allowed to fill aide/monitor positions during the summer session. A driver on medical leave and has a doctor's clearance may be employed as a monitor. All drivers will be compensated at sixteen (\$16.00) dollars an hour.

- O. Management will track the number of times drivers are required to return to school for students. If a driver is required to return to school to fulfill an absent driver's run, compensation will be at the hourly rate.

ARTICLE IV - HOLIDAYS

A. An employee is eligible for holiday pay only if he/she works the regularly scheduled hours the day before and the day after such holiday. Employees covered by this agreement shall receive holiday pay for:

Year 1 of service: Veteran's Day, Thanksgiving Day and Christmas Day

Year 2 of service: Columbus Day, New Year's Day, Martin Luther King Day, and Memorial Day

If Labor Day occurs during the school year, drivers with five (5) years of seniority will receive the holiday.

B. Drivers will be paid for all hours that the driver would have performed on the day which the holiday falls.

C. Holiday pay shall be paid during the pay period during which it falls. Failure to meet the conditions set out in Section B will result in the appropriate deduction from the subsequent paycheck.

D. Employees who are required to work on a legal holiday or a Sunday in which school is not in session excluding Good Friday, will be paid at time and one half the employee's hourly rate for the work performed. For example, if the employee is driving a field trip, he/she will receive time and one half.

ARTICLE V - FUNERAL LEAVE

Employees covered by this Agreement may be granted up to five (5) days including the day of the funeral of the death of a member of the immediate family without loss of compensation, viz.; Immediate Family: spouse, child, parent, grandparent, sibling, grandchild, mother-in-law, father-in-law, step family and members of the immediate household residing in the member's home. One day of bereavement may be used for a more distant relative.

ARTICLE VI - MATERNITY LEAVE

Employees covered by this Agreement shall be entitled to maternity leave pursuant to the provisions of Chapter 149, Section 105D.

ARTICLE VII - SENIORITY

Section 1: Seniority as used herein shall mean an employee's continuous length of service in years, months and days in the employ of the Committee as a bus driver. Employment as a substitute bus driver or substitute van driver shall not be credited for seniority purposes.

Section 2: No employee shall accumulate seniority until the expiration of his/her probationary period (90 calendar days within the school year). During such period the employee shall be a probationary employee and may be discharged by the Committee and such discharge shall not be subject to the Grievance and Arbitration Procedure of this Agreement. After completion of the probationary period and having become permanent, an employee shall be credited with seniority from ninety-first (91st) date of hire.

Section 3: An employee shall forfeit accumulated seniority in each of the following events:

- a. He/She voluntarily resigns;
- b. He/She is discharged for just cause;
- c. He/She fails to report to work for (2) two consecutive days, upon which he/she is scheduled to work, without notifying the Committee and obtaining an excuse from work, unless there are extenuating circumstances satisfactory to the Committee. It is the responsibility of the employee to notify the Transportation Department prior to the start of his/her shift if he/she will not be reporting to work on that day;
- d. No employee shall lose his/her seniority through illness or accident nor shall his/her continuity of employment be changed for that reason, unless such employee is absent for a period exceeding one (1) year. This period may be extended by the Committee without loss of seniority by the employee.

Section 4:

- A. Scheduled runs on which students are transported to and from school will be distributed in accordance with seniority. A list of runs will be made available to the union two (2) to three (3) days prior to the meeting at which all runs are bid. All 7D and out of district runs that come in within 14 days of the commencement of the school year will be bid out by seniority. All full time employees who attend the meeting in which routes are bid will be compensated at their regular hourly rate for this meeting up to a minimum of 1 hour to a maximum of 3 hours. Management will notify drivers by the last day of the school year of the date for the driver's bid meeting for the upcoming school year. Upon completion of the bidding process, union drivers will remain with bid runs for the entire school year, unless the superintendent deems special circumstances have arisen, then after consultation with the Union, the process for posted runs will prevail. Otherwise management will not have the right to remove or displace union drivers from their bid runs.
- B. When the manager calls a meeting, employees will be paid a minimum of one (1) hour and a maximum of three (3) hours at the regular run rate.
- C. All vacant runs are to be posted within three (3) days of the driver's resignation. Should any new or existing runs become available and/or any modified runs become available after the commencement of the school year, the Transportation Manager will post the run for three (3)

working days following the Manager's notice of vacancy. The Manager will announce the vacancy over the radio (per the seniority list) on the day prior to the start of the posting period. Applicants for the vacancy will sign up in the Transportation Office within the three (3) day period specified on the posting. A copy of the posting will be sent to the union steward. Vacancies will be filled by seniority and the ability to fill the run as soon as required by the Manager. Any applicant who can obtain the specified qualifications for the position included in the posting, within the time limit, will be considered. There will be only one transfer request honored when a run becomes available after the commencement of the school year. Once the available run is filled, the Manager will fill the remaining run, by first offering the run on the basis of seniority to employees who are assigned to work less than 3.92 hours per day or 19.6 hours per week. If the runs are not filled by said employees, the Manager may fill these runs in his discretion. In the event that specific training is required for a run, when the run is posted, the posting will include the specific qualifications and training. Special training for CPR/Wheelchair operation will be offered annually in the spring. The transportation provided in the student's IEP will be considered one run unless modified by the Director of Special Education.

D. A two week notice of resignation is required in order to leave in good standing.

E. Drivers will be paid for work, which is over and above the normal shift.

Section 5: In the event a regularly scheduled run is discontinued, the displaced driver will be assigned the run of the driver with an equivalent number of hours who has been reduced in force in accordance with Article IX for the remainder of the school year.

ARTICLE VIII - DUTIES

Employees covered by this Agreement are responsible for driving, supervising passengers and the cleaning maintenance of the interior of the bus.

ARTICLE IX - REDUCTION IN FORCE

Section 1: In the event it becomes necessary for the Committee to reduce the number of employees in the bargaining unit, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.

Section 2: In determining which of its employees are to be laid off to accomplish any such reduction in force, employees will be laid off in the order of their seniority. Those with the least seniority are to be laid off first. In cases involving identical seniority, lots will be drawn by said employees to determine seniority.

Section 3: Any employee whose employment is so terminated will be considered for re-employment by the Committee in the inverse order of the layoff during a period of one (1) year from the effective date of the layoff, if he/she informs the Superintendent in writing at the time of the layoff of the desire to be so considered.

Section 4: An employee who is re-employed by the Committee within said one (1) year period after the layoff of his/her employment under the provisions of this Article shall have restored to him/her any benefits to which he/she was then entitled.

Section 5: The provisions of this Article shall not apply to the termination of an employee for

any reason other than the reasons specified in paragraph one hereof.

ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition: For the purpose of this Agreement, a grievance shall be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Union and the Committee over the interpretation or application of an express written provision of this Agreement.

B. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. The grievance shall be presented to the immediate supervisor in writing and shall include:

1. A clear statement of the grievance;
2. Reference to the specific provision or provisions of the Agreement allegedly violated;
3. The specific remedy requested.

1. Level One - An employee covered by this Agreement who has a grievance shall file the grievance with his/her immediate supervisor either personally or through the appropriate Union representative within five (5) working days from the date on which the incident giving rise to the grievance has occurred or when the employee should have known of such incident.

2. Level Two - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance, said grievant and/or the Union may appeal to the Superintendent or his/her designee within ten (10) working days next following the presentation of the grievance at Level One. Within ten (10) working days after receipt of the written grievance by the Superintendent, he/she or his/her designee shall confer with the grievant.

3. Level Three - If the grievant is not satisfied with the decision of the Superintendent, or his/her designee, or if no decision has been rendered within ten (10) working days after the conference, an appeal may be made to the Committee by the grievant within ten (10) working days next following the conference with the Superintendent, or his/her designee. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement and the decision, if any, rendered under Level Two. The Committee shall confer with the grievant and/or the appropriate representative of the Union, if any, at an executive session at a regularly scheduled meeting next following receipt of the written appeal.

4. Level Four - If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference, the Union may, within thirty (30) calendar days next following said regularly scheduled meeting, submit the grievance to arbitration as provided in this Agreement.

Arbitration:

The services of the Labor Relations Connection of East Sandwich, Massachusetts or the Massachusetts Division of Labor Relations shall be utilized for the purpose of arbitration of disputes over the interpretation or application of the terms of this Agreement.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be

requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

The expense, if any for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the third (3rd) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

The arbitrator shall not have the right, or authority, to alter, amend or change the provisions of this Agreement.

ARTICLE XI - PROBATION, DISCIPLINE AND DISCHARGE

The Superintendent retains the right to discipline and/or discharge employees for just cause. Any employee who alleges that he/she has been dismissed, suspended or otherwise disciplined unjustly may use the grievance procedure. (See attached Rules and Personal Conduct for Transportation Employees")

ARTICLE XII - MISCELLANEOUS

Section 1: Access to Premises

The Committee agrees to permit, with the permission of the Superintendent and/or his representative, representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council #93 and/or Local 30 union stewards to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Section 2: Union Representatives

It is mutually agreed that the Union, upon signing this Agreement or as soon as possible thereafter will serve upon the Committee written notice which will list the Union's authorized representatives who will deal with the Committee and make commitments for the Union generally. Any change of the Union's authorized representatives on the list required by this section shall be given to the Committee in writing immediately after such changes are made. The steward of the Local unit will be allowed (1) one day annually to attend conventions, seminars and bus conferences at no loss of pay.

Section 3: License and Medical Examination

Bus Drivers/Mechanics will be reimbursed for the renewal of their DPU Bus Drivers certificate.

The employer will make available a free physical to be provided by the school designated medical center. If the employee chooses to obtain a routine physical without lab tests elsewhere, he/she will be reimbursed up to \$50.00 (or an amount equal to what the Committee pays its medical center) contingent upon submittal of proper documentation.

Section 4: Re-certification

Employees covered by this Agreement must attend the Wareham School Department's eight hour recertification course. Employees will be paid for all required recertification hours, up to eight (8) hours a year. Mechanics may participate in the (8) eight hour recertification class with the Transportation Manager's approval. No additional compensation will be provided to mechanics for their participation during their normal working hours.

Section 5: Inter-Office Memos

Inter-office memos are to be distributed in employee mailboxes, except confidential items which will be hand delivered.

Section 6: Drug Testing

All employees shall comply with the present and future federally mandated drug and alcohol testing requirements for school bus drivers as dictated by state and/or federal agencies. Failure to comply with this requirement and/or failure to pass the test could result in immediate termination. The driver will be notified that he/she is being tested for reasonable suspicion. If a driver is called back from home for a test, the driver will be compensated at time and one half. Drug testing will begin at 8:30 a.m. and each driver called for testing will be compensated for a minimum of one hour.

Section 7: Worker's Compensation Pay

When employees are absent from work as a result of a personal injury incurred during the course of their duties, the Committee will make up the difference between the employees worker's compensation benefits and their regular salary by allowing the employees to utilize their sick days.

Section 8: CDL Licenses

Employees will be reimbursed for CDL class license at the cost every time it is renewed.

Section 9: Contract

All employees will receive a signed contract within sixty (60) days of ratification by both parties.

ARTICLE XIII - UNION DUES

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

The Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

Agency Service Fee: Each employee in the Bargaining Unit shall, as a condition of employment, pay to the Union, the exclusive Bargaining Agent and Representative, an amount of money equal to the employee's pro rata share of the collective bargaining, contract administration and grievance administration costs borne by the Union, in accordance with M.G.L. Chapter 150E, Section 12.

Afscme PEOPLE: The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE XIV - LONGEVITY

A. Employees who have completed five (5) years of service as a full-time employee shall receive One hundred fifty dollars (\$150.00) to be distributed at the conclusion of the school year. Employees who have completed ten years of service as a full-time employee shall receive Two hundred fifty dollars (\$250.00) and after twenty (20) years of service, employees will receive an additional one hundred (\$100.00) dollars for a total of (\$350.00). Employees must be in a pay status to receive longevity. A pro rata longevity will be made for each day in a pay status, including approved worker's compensation leave, based on 180 days.

B. Employees who have perfect attendance for sixty (60) consecutive school days shall be compensated at \$140.00.

If a driver has perfect attendance for the entire school year, he/she shall receive an additional payment of \$140.00.

Time may not be carried over from one school year to the next. It will be the employee's responsibility to keep track of his/her own attendance and to submit the proper paper work. It is agreed as a one-year pilot that if record keeping problems involving 10% of employees prevent this from being administered properly, the Committee may switch to three (3) uniform sixty (60) day periods.

C. After three (3) years of safe service with no accidents (where the driver was cited for fault), the employee will be awarded a jacket or sweatshirt with Wareham School Logo. In a year that an employee has a safe driving record that employee will be awarded fifty (\$50.00) dollars. However, the Committee and Union agree to form a group to work out details and define safe driving.

ARTICLE XV - EVALUATIONS

The bus and van drivers shall be evaluated annually by the Transportation Manager.

Said evaluation shall be in writing and the employee shall sign to acknowledge that he/she has had the opportunity to review the evaluation, with the express understanding that such signature in no way indicates agreement with the report. When the employee meets with the Transportation Manager to discuss the evaluation, he/she may, at the employee's discretion, request that the Shop Steward be present at said meeting. Employees will be compensated 1 hour.

The employee may respond in writing, said writing to be placed with the evaluation in the employee's personnel file.

ARTICLE XVI – PERSONAL DAYS & SICK LEAVE – SICK BANK

- A. Employees will receive (1) one personal day for the first year of service. Employees will receive (1) one additional personal day in the third year of service. Personal days will not interfere with obtaining perfect attendance. Employees may request personal days in (1/2) one-half day increments.

An employee may buy back one personal day if no personal days are used within the 180 day work period. This benefit is only available to employees with three (3) or more years of service. Personal days are to be paid at all hours the employee would have worked for the day.

- B. Sick Days:
 - First Year Drivers (1) one day
 - Second Year Drivers (2) two days
 - Third Year Drivers (3) three days
 - Fourth Year Drivers (4) four days
 - Fifth Year Drivers (5) five days
 - After (10) ten years (8) eight days

Days may not accumulate from year to year. The School Committee reserves the right to require appropriate certification in instances of suspected sick leave abuse. Sick days are to be paid at all hours the employee would have worked for the day.

Sick Bank:

Purpose: the Sick Bank has been established to assist eligible employees suffering from long term serious illness or injury.

- I.
 - 1) Eligible drivers with five or more years of service in Wareham wishing to be members of the Sick Bank shall contribute one sick day.
 - 2) Employees will be able to personally accrue unused sick days, per school year, into a personal account, starting in the fifth year of service. In order to accrue sick time, that is not used each year, the employee must add one day of unused sick time to the general sick bank each year. Personal sick days can accrue up to seventy-five (75) days in the sick bank.
 - 3) If the Bank drops below one hundred days as of September 30 of any year, each member must contribute one sick day to remain eligible.
- II. The Sick Bank shall be administered by a joint committee consisting of the following: two (2) bus driver members appointed by the Union, one (1) School Committee Member and one (1) Administrator appointed by the Superintendent, and the Superintendent or his designee acting as clerk. Decisions of the committee are non grievable. A tie vote will go the Union. The Union Steward is to be notified of all sick bank decisions within 48 hours.
- III. Eligible members who have used all sick and personal leave may apply in writing to the sick bank committee stating the nature of their disability and their anticipated date of recovery. A medical doctor's letter confirming the disability and anticipated period of recovery must accompany the application.
- IV. The minimum number of sick days that can be granted for a single disability shall be five (5) days and the maximum number of days may not exceed fifteen (15) days unless the applicant driver has donated more than fifteen (15) days. In such cases the maximum will be increased to be equal to the total number of days donated by the driver upon approval of the sick bank committee.
- V. Upon retirement, the employee will be paid for up to twenty-five (25) unused

sick days from their personal accrued sick bank time. To qualify for this pay, the employee must have accrued time and will present a two (2) week notice of retirement in writing to the Superintendent and have twenty (20) years of service as an employee. The accumulated sick leave days will be calculated at the hourly rate of the final year of employment, for all hours worked; and paid in a lump sum no later than fifteen (15) days after the effective date of retirement of employment. In the event of the death of the employee, all severance benefits the employee would have received upon retirement will be promptly distributed to their estate.

- VI. The Sick Bank Committee will review the current sick bank arrangements and report back to the Superintendent and Union on any recommendations for changes.

ARTICLE XVII - LEAVES OF ABSENCE

Driver request for temporary leave of up to five (5) days for drivers with three (3) or more years of service will be considered on an individual basis. Requests for temporary leave must be submitted to the Manager of Transportation, except in emergency situation, at least twenty (20) working days in advance of the requested date(s) to take temporary leave. The Manager of Transportation shall make a recommendation to the Superintendent. Temporary leave may be granted upon the approval of the Superintendent or his/her designee.

ARTICLE XVIII - WAIVER OF NEGOTIATIONS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIX - DURATION

This Agreement and the provisions hereof shall be effective as of August 1, 2016, unless otherwise specifically noted and shall continue in full force and effect through and including July 31, 2019, and shall continue from year to year thereafter until and unless terminated or changed by the parties hereto.

Either of the parties to this Agreement desiring to terminate this Agreement after July 31, 2019, or to change any of the provisions hereof shall notify the other party, in writing, that said party wishes to terminate or change on or before December 1, 2018, or on or before December 1st of any year thereafter. In the event that there is no written notice to terminate, then this Agreement shall continue until altered, changed or amended by mutual agreement of the parties.

ARTICLE XX - DRIVING INSTRUCTORS

- A. Year 1 \$25.00 per hour
- Year 2 Open for discussion
- Year 3 Open for discussion

B. Driving Instructors will be reimbursed for approved workshops.

C. School Department designated Driving Instructors will be reimbursed for the cost of their training certificates.

IN WITNESS WHEREOF, THE SCHOOL COMMITTEE OF THE TOWN OF WAREHAM, has caused this Agreement to be signed in its name and behalf, by its Chairman, and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 30, has caused this Agreement to be signed in its name and behalf by its Union Representative and Negotiating Committee this _____ day of _____, 2016.

WAREHAM SCHOOL COMMITTEE

AFSCME COUNCIL 93, LOCAL 30

Chairperson

Union Representative

Negotiating Committee

Wareham Public Schools
In Use Transportation Fleet
9-May-17

ID	MAKE	MODEL	YEAR	PASS	RG/SPD	Condition of vehicles	Primary Use
B01	BLUEBIRD	BBCV3310	2011	77	REG	Good, Spare	Reg in District
B02	IC	CE	2017	77	REG	New, In use	Reg in District
B03	ICRP	3000	2018	77	REG	New, In use	Reg in District
B04	THOM	TYPE D	2005	77	REG	Fair, In use	Reg in District
B05	ICRP	3000	2018	77	REG	New, In use	Reg in District
B06	IC	CE	2017	77	REG	New, In use	Reg in District
B07	IC	CE	2017	77	REG	New, In use	Reg in District
B08	IC	CE	2017	77	REG	New, In use	Reg in District
B11	THOM	TYPE D	2005	77	REG	Fair, Spare	Reg in District
B15	THOM	TYPE D	2005	77	REG	Fair, In use	Reg in District
B18	IC	CE	2017	77	REG	New, In use	Reg in District
B19	IC	CE	2017	77	REG	New, In use	Reg in District
B22	IC	CE	2017	77	REG	New, In use	Reg in District
B24	ICRP	3000	2017	33/WC	SPED	New, In use	Sped in District
B25	THOM	TYPE D	2005	71	REG	Fair, Spare	Reg in District
B28	BLUEBIRD	BBCV3310	2011	77	REG	Good, In use	Reg in District
B29	THOM	TYPE D	2005	77	REG	Fair, Spare	Reg in District
B30	THOM	TYPE D	2005	77	REG	Fair, In use	Reg in District
B32	FRTLNR	FS65	2005	Whichr.	SPED	Fair, Spare	Sped in District
B33	ICRP	3000	2017	33/WC	SPED	New, In use	Sped in District
B35	FRTLNR	FS65	2005	Whichr.	SPED	Fair, In use	Sped in District
B36	THOM	TYPED	2005	71	REG	Fair, Spare	Reg in District
B37	THOM	FRTLNR	2007	Whichr.	SPED	Fair, In use	Sped in District
B42	BLUEBIRD	BBCV3310S	2008	77	REG	Fair, In use	Reg in District
B43	BLUEBIRD	BBCV3310S	2008	77	REG	Fair, In use	Reg in District
B45	AMER	IC	2002	35	SPED	Fair, Spare	Sped in District
B49	ICRP	3000	2017	33/WC	SPED	New, In use	Sped in District
B50	THOMAS	221TS	2010	Whichr.	SPED	Good, In use	Sped in District
601	FORD	ECOWAG	2006	8	SPED	Fair, In use	Sped out District
602	FORD	ECOWAG	2006	12	SPED	Fair In use	Sped out District
610	FRHT	CHASSI	2006	71	REG	Fair, In use	Reg in District
701	FORD	ECOWAG	2007	8	SPED	Poor, Spare	Sped out District
702	THOM	120PS	2007	31WC/2	SPED	Fair, In Use	Sped in District
703	THOM	120PS	2007	31WC/2	SPED	Fair, In use	Reg out District
710	THOMAS	1308S	2007	77	REG	Good, In use	Reg in District

ID	MAKE	MODEL	YEAR	PASS	RG/SPD	Condition of vehicles	Primary Use
711	THOMAS	1308S	2007	77	REG	Fair, In use	Reg in District
712	THOM	120PS	2007	77	REG	Good, In use	Reg in District
713	THOM	120PS	2007	77	REG	Good, In use	Reg in District
714	THOM	120PS	2007	77	REG	Good, In use	Reg in District
720	THOMAS	040LS	2008	16	SPED	Good, In use	Sped out District
1100	THOMAS	340TS	2012	12WC/9	SPED	Good, In use	Sped out District
W01	GMC	ENVOY	2005	5	SPED	Good, In use	Manager car
W14	THOMAS	MINOTU	2005	Whchr.	SPED	Fair, In Use	Sped in/out Dist

Subject: Prevailing wage schedule for Wage Request number :20170507-001

From: MA Prevailing Wage <MAPrevailingWage@massmail.state.ma.us>

To: mmacmillan@wareham.k12.ma.us

Time: 2017-05-08T18:49:16.000Z

The following prevailing wage rates apply to school bus drivers employed by the contractor for your school bus transportation contract, as determined by the Department of Labor Standards under the provisions of G.L. c. 71, §7A.

A copy of this determination shall be made available to all prospective bidders. This determination shall be made a part of the contract for said services and shall be in effect for the duration of the original contract term. Any exercise of an option to renew or extend the original contract term must include updated prevailing wage rates. The successful bidder shall post a copy of the prevailing wage rates in a conspicuous place for the duration of the original contract term and any extensions thereof.

Prevailing wage rates apply to all drivers who operate under a school bus transportation contract, including the transportation of students to and from school, special education transportation, school-related athletic events, field trips, and other school-related activities covered by the contract.

Prevailing wage rates must be paid to school bus drivers for all activities directly associated with the transportation of pupils. In addition to time spent on routes, this includes time spent performing mandatory vehicle safety checks, fueling, and travel between routes and garages, parking lots, and other places where buses are stored.

THIS IS A SYSTEM-GENERATED EMAIL. PLEASE DO NOT REPLY TO THIS EMAIL. TO CONTACT DLS REGARDING PREVAILING WAGE MATTERS CALL 617.626.6953

APPROVAL/DENIAL COMMENTS

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is strictly prohibited and may be the subject of legal action. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS**

Prevailing Wage Rates

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

Awarding Authority: Wareham Public Schools
Contract Number: **City/Town:** WAREHAM
Description of Work: Contract for the provision of school transportation services - including equipment (vehicles), drivers and management oversight.
Job Location: Wareham, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
School Bus						
School Bus Driver	04/01/2017	\$21.94	\$-	\$0.00	\$0.00	\$21.94
<i>SCHOOL BUS - 1363 BONANZA</i>	10/01/2017	\$22.21	\$-	\$0.00	\$0.00	\$22.21
	04/01/2018	\$22.49	\$-	\$0.00	\$0.00	\$22.49
	10/01/2018	\$22.77	\$-	\$0.00	\$0.00	\$22.77
	04/01/2019	\$23.06	\$-	\$0.00	\$0.00	\$23.06

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

**FY18 BLUE CROSS/HARVARD PILGRIM RATES
EFFECTIVE 7/1/2017-6/30/2018**

	MONTHLY COST (100%)	EMPLOYER SHARE (67.5%)	EMPLOYEE SHARE (32.5%)
BLUE CARE ELECT PPO TRADITIONAL			
Individual	\$ 1,227.00	\$ 828.22	\$ 398.78
Family	\$ 2,907.00	\$ 1,962.22	\$ 944.78
BLUE CARE ELECT RATE SAVER PLAN			
Individual	\$ 1,156.00	\$ 780.30	\$ 375.70
Family	\$ 2,739.00	\$ 1,848.82	\$ 890.18
BLUE CARE ELECT BENCHMARK PLAN			
Individual	\$ 1,038.00	\$ 700.65	\$ 337.35
Family	\$ 2,461.00	\$ 1,661.17	\$ 799.83
BLUE CROSS NETWORK BLUE TRADITIONAL			
Individual	\$ 865.00	\$ 583.87	\$ 281.13
Family	\$ 2,304.00	\$ 1,555.20	\$ 748.80
BLUE CROSS NETWORK BLUE RATE SAVER PLAN			
Individual	\$ 794.00	\$ 535.95	\$ 258.05
Family	\$ 2,117.00	\$ 1,428.97	\$ 688.03
BLUE CROSS NETWORK BLUE BENCHMARK PLAN			
Individual	\$ 733.00	\$ 494.77	\$ 238.23
Family	\$ 1,951.00	\$ 1,316.92	\$ 634.08
HARVARD PILGRIM HMO TRADITIONAL			
Individual	\$ 933.00	\$ 629.77	\$ 303.23
Family	\$ 2,484.00	\$ 1,676.70	\$ 807.30
HARVARD PILGRIM HMO RATE SAVER PLAN			
Individual	\$ 857.00	\$ 578.47	\$ 278.53
Family	\$ 2,281.00	\$ 1,539.67	\$ 741.33
HARVARD PILGRIM HMO BENCHMARK PLAN			
Individual	\$ 807.00	\$ 544.72	\$ 262.28
Family	\$ 2,150.00	\$ 1,451.25	\$ 698.75
*Not Previously Offered.			
RETIREE PLANS			
MEDEX III (BCBS)		75%	25%
Individual Plans Only	\$ 374.00	\$ 280.50	\$ 93.50
ALTUS DENTAL (Town pays 75%; Employees 25%)			
Active Plans			
Individual	\$ 27.60	\$ 20.70	\$ 6.90
Family	\$ 103.29	\$ 77.47	\$ 25.82
Retiree Plans (100% Retiree Paid)			
Individual	\$ 36.32		
One Plus One	\$ 70.35		
Family	\$ 124.83		

NOTE: To figure your cost per paycheck, multiply the monthly amount by 12 and divide by the number of paychecks you will receive from June 1, 2017 through May 31, 2018. If paid weekly, there will be a total of 53 weekly checks in FY18 since June 1 falls on a Thursday, as does May 31. Deductions are based upon the actual date in which the checks are issued, not the earnings dates.